***Technical translation from the Latvian version of the Regulation***

*Negotiated procedure with publication*

*"Terms of reference of the “*Supply of wheel spoke element compression/de-compression press for the needs of SIA “LDZ ritošā sastāva serviss””

*(Approved by the Minutes of the 1st Meeting of the Procurement Committee held on 9 January 2025)*

NEGOTIATED PROCEDURE WITH PUBLICATION

**"Supply of wheel spoke element compression/de-compression press for the needs of SIA “LDZ ritošā sastāva serviss””**

**Procurement Id. No LDZ 2024/148-SPA**

REGULATION

Riga, 2025

1. **GENERAL INFORMATION**
	1. **The following terms are used in the negotiated procedure:**
		1. negotiated procedure (hereinafter also referred to as "procurement", "procurement procedure") - negotiated procedure of SJSC "Latvijas dzelzceļš" with the publication "Supply of wheel spoke element tensioning/depressing press for the needs of SIA "LDZ ritošā sastāva serviss", organized in accordance with the Basic Procurement Rules of "Latvijas dzelzceļš" Group and the Procurement Rules of SJSC "Latvijas dzelzceļš";
		2. Commission - a procurement commission established by SJSC Latvijas dzelzceļš, which is authorized to organize a negotiation procedure in accordance with the procedure established by the internal normative acts of the Latvijas dzelzceļš Group;
		3. the Negotiating Regulation (hereinafter referred to as the "Negotiating Regulation") - the Negotiating Regulation with its annexes and any clarifications, explanations, modifications or amendments to the Negotiating Regulation that may arise in the course of the procurement procedure;
		4. the contracting authority - VAS Latvijas dzelzceļš, which, in accordance with the procedure laid down in the internal regulatory enactments of the Latvijas dzelzceļš Group, organizes the negotiated procedure for the needs of SIA LDZ ritošā sastāva serviss (not a contractor in the procurement contract);
		5. the contractor (hereinafter also referred to as the "payer", in the context of the procurement contract as the "client") - SIA "LDZ ritošā sastāva serviss";
		6. tenderer/manufacturer - the supplier that has submitted a tender for the negotiated procedure;
		7. credit institution (hereinafter also referred to as "collateral provider") - a credit institution established in a Member State of the European Union or the European Economic Area, a branch thereof or a branch of a foreign credit institution;
		8. the supply of a wheel press for the compression/de-compression of wheel spoke components in accordance with the requirements of the Tender dossier and its annexes.
	2. **Props:**
		1. **The client is** SJSC "Latvijas dzelzceļš", single registration No 40003032065, legal address: 3 Emīlijas Benjamiņas Street, Riga, LV-1547, Latvia;
		2. **Contracting Party:** SIA "LDZ ritošā sastāva serviss", Single Registration No 40003788351, VAT Registration No LV40003788351, registered office at 21 Vilhelma Purvīša Street, Riga, LV-1050, Latvia;

**Place of performance:**  Wagon Repair Centre (RSSV). Address: 49 Varšavas Street, Daugavpils, LV-5401.

The procurement contract(s) will be concluded between the successful tenderer and the contractor.

* 1. **Contact person of the Contracting Authority for** organizational issues and issues related to the Regulations: the Secretary of the Commission - Inga Zilberga, Senior Deputy Head of the Procurement Bureau of VAS "Latvijas dzelzceļš", telephone number: +371 67234932, e-mail address: inga.zilberga@ldz.lv .
	2. **Submission and opening of the tender:**
		1. submit the negotiated tender electronically by **30 January 2025**, **10.00**, to the contact person of the contracting authority indicated in point 1.3 of the tender specifications, at the following e-mail address;
		2. the call for tenders shall be opened on **30 January 2025 at 10.** **00**;
		3. a tender submitted to the Commission after the deadline set out in point 1.4.1 shall be returned by the contracting authority to the interested supplier without examination;
		4. the negotiated procedure does not allow the submission of variants;
		5. the tenderer may amend or withdraw its tender by notifying the Commission in writing before the deadline specified in point 1.4.1 of the Tender dossier. In such a case, the tenderer shall indicate 'Amendment of tender' or 'Withdrawal of tender';
		6. if the Commission receives a withdrawal or modification of a tenderer's tender, it shall be opened before the tender;
		7. the opening of tenders is not open to the public ;[[1]](#footnote-1)
		8. the committee shall open tenders in the order in which they are submitted, indicating the tenderer, the time and amount of the submission of the tender, the full price offered for the part of the negotiated procedure proposed and shall note whether a tender security has been lodged.
	3. **Validity of the tender:** 100 days from the date of opening of the tender.
	4. **Tender security:**
		1. a tender security in the amount of 1% (one percent) of the total amount of the tender (EUR, excluding VAT) must be lodged with the tender;
		2. the tender security must be submitted in the form of a guarantee issued by a credit institution *(see also the form in Annex 5 to the Negotiation Procedure Rules*) or as a deposit of the tenderer's sum into the contractor's bank account LV26RIKO0000084909460, Luminor Bank AS Latvijas filiāle, SWIFT code: RIKOLV2X, with *the purpose of payment: 'Tender security for SPap "Supply of wheel spoke element compression/depression press for the needs of SIA LDZ ritošā sastāva serviss"'.* The tender security must be lodged (visible in the buyer's bank account) by the time the tender is submitted. If the tender security is lodged in the form of a deposit of the tenderer's sum into the contractor's bank account, the tenderer must attach a payment order when submitting the tender. The currency in which the tender security shall be paid by the guarantor to the contractor or the tenderer shall lodge the amount of the tender security shall be EUR;
		3. the tender security must guarantee that the amount of the tender security will be paid by the guarantor to the contractor (at the contractor's first written request, without further justification being required), or that the contractor will forfeit to itself the amount of the tender security lodged, if:
			1. the tenderer withdraws its tender while the tender security is in force;
			2. the successful tenderer fails to sign the contract within the time limit set by the contracting authority;
		4. the tendering security shall be lodged with a period of validity which may not be shorter than the period of validity of the tender (see point 1.5 of the Tender dossier) and shall be valid for the shorter of the following periods:
			1. within the period of validity of the tender referred to in point 1.5 of the Tender Specification from the date of opening of tenders or any extension of the period of validity of the tender notified in writing by the tenderer and the tender security provider to the contracting authority (contractor);
		5. the contractor shall return the tender security to the unsuccessful tenderer or reimburse the amount paid within 5 working days of the expiry of the period of validity laid down in point 1.6.4.
	5. **Presentation of the offer:**
		1. The tenderer/manufacturer **shall submit the tender (tender documents) signed with a secure electronic signature** by sending it to the contact person of the contracting authority indicated in point 1.3 of the Tender dossier at the e-mail address provided for in the deadline. The e-mail with which the tender is submitted shall indicate the name of the contract in which it is submitted and the contact details of the tenderer;
		2. **the tender must be "locked" with a password so that it cannot be opened before the deadline specified in point 1.4.2 of the Tender dossier**. The tenderer must send a valid password for opening the 'locked' document to the e-mail address mentioned in point 1.3 of the Tenderer's tender, no later than 15 minutes after the deadline for opening the tender;
		3. tender pages must be numbered, documents must be in Latvian or another language, with a certified translation into Latvian. The applicant shall be responsible for ensuring that the translation of the documents corresponds to the original.
		4. all tender documents shall be executed by the tenderer/manufacturer in accordance with the applicable normative acts governing the drafting, execution and signing of documents, electronic document circulation, including the Cabinet of Ministers Regulation of 4 September 2018 No 558 "Procedure for Drafting and Execution of Documents";
		5. the tenderer/manufacturer is entitled to sign and certify by a single secure electronic signature, with an appropriate endorsement, the copy(s), translation(s), copy(s), extract(s), of all the documents constituting the tender as a single package;

1.7.6. indicate the price in EUR, excluding value added tax (VAT). When quoting the price, figures shall be rounded to the hundredths (two decimal places);

1.7.7. the tender price must include all costs related to the delivery, unloading, installation and commissioning of the goods in accordance with the requirements of the tender, training of employees, including personnel and administrative costs, social, customs, customs clearance and other taxes (excluding VAT) in accordance with the laws and regulations of the Republic of Latvia, overhead costs, costs related to profit and risk factors, contingencies, etc. Costs not included in the tender price will not be reimbursed during the performance of the contract. The price quoted (as appropriate, the price fixed in the contract) must be fixed during the performance of the contract: including in the event of changes in exchange rates, price inflation and other factors affecting the cost of providing the service.

1.7.8. information which is a trade secret pursuant to Article 2 of the Law on Protection of Trade Secrets or which is considered to be a trade secret shall be indicated by the tenderer in its tender. Trade secret or confidential information may not include information that is designated as generally available information under laws and regulations.

* 1. **Information and documents to be included in the tender:**
		1. application to take part in the negotiated procedure (form in accordance with the form in Annex 2 to the Regulations);
		2. a technical tender (in accordance with the technical specification in Annex 1 to the Tender dossier);
		3. tender security (to be drawn up in accordance with the provisions of point 1.6 and Annex 5 to the Tender dossier);
		4. **a document - certificate/notification - certifying the applicant/manufacturer's right to manufacture the product** (attach a copy of the certificate to the application) ;
		5. the tenderer/manufacturer has the relevant certificates (attach copies of all certificates):
			1. ISO 9001 quality management systems
			2. ISO 14001 environmental management systems;
			3. ECOVADIS scores of more than 50 points;
			4. ISO 50001 (Energy management systems) or equivalent (Energy audit carried out in accordance with DIN EN 16247-1);
			5. certificate according to DIN EN 61373.
		6. the applicant/manufacturer shall provide a declaration that it has carried out at least 10 projects per year during the last five years (2019-present) relating to the design, manufacture and installation of wheel presses with a value of more than EUR 500 000 each (attach a list of the specific projects, in the form attached as Annex 3) and the applicant/manufacturer shall provide at least three references from large-scale railway operators or equivalent organizations in the railway maintenance sector[[2]](#footnote-2) . The references shall confirm the reliability of the applicant, the quality of the equipment supplied and the after-sales support;
		7. the applicant/manufacturer shall provide evidence of sufficient production capacity, capable of producing at least 10 wheel presses or equivalent high-capacity machines per year, ensuring the ability to meet large orders and strict deadlines (attach a list of machines produced, in free form);
		8. during the last three financial years (for a foreign applicant/manufacturer, from an audit and a certified annual financial statement in accordance with national practices), the **applicant/manufacturer has a financial turnover of at least EUR 10 million per year**, with a stable total liquidity ratio exceeding 1 (one) each year, demonstrating the applicant's ability to carry out major projects without financial difficulties (in accordance with the form attached as Annex 4 to the Statutes);
		9. **for a foreign tenderer/manufacturer**
			1. a certificate issued by a competent authority of a foreign country certifying that the tenderer has not been declared bankrupt, the tenderer's economic activity has been suspended or the tenderer is being wound up;
			2. a certificate issued by a competent authority of a foreign country certifying that the tenderer has no tax debts (including debts in respect of compulsory social security contributions) in Latvia or in the country in which it is established or has its permanent residence, exceeding *EUR* 150 in total in any country on the closing date for submission of tenders or on the date on which the decision on the possible award of the procurement contract is taken;
			3. a copy of the trader's registration document
			4. a document issued by a competent authority certifying the tenderer's right of representation, as well as a document certifying the right of the person signing the negotiated tender to represent the tenderer if the tender is not signed by the tenderer's legal representative;
			5. a certificate issued by a competent authority of a foreign country containing the necessary information (name, surname, personal identification number/company registration number) on the applicant/manufacturer (including the member of its management board and supervisory board, the beneficial owner) established in the foreign country (or details thereof, the true beneficial owner), the representative or proxy, or the person authorized to represent the applicant in activities related to a branch or a member of a partnership) for the purpose of verifying the restrictions imposed by the International and National Sanctions Laws of the Republic of Latvia.

*If no such certificate is issued, this document may be replaced by an affidavit or, if no affidavit is required by the laws and regulations of the country concerned, by the applicant's own declaration to the competent executive or judicial authority, a notary public or a competent organization in the sector in the country of registration (the form in Annex 5 to the Regulations may be used).*

* 1. **Validity period of documents to be submitted to the Contracting Authority:**
		1. certificates and other equivalent documents issued by the competent authorities proving the ineligibility of the tenderer, shall be accepted and recognized by the contracting authority if they were issued not earlier than one month before the date of submission or not earlier than six months before the date of submission if they were issued by the competent authorities of a foreign country, unless the issuer of the certificate or document has indicated a shorter period of validity;
		2. a foreign tenderer may, in order to fulfil the requirements for the submission of documents set out in the Tender dossier, submit equivalent documents to those referred to in point 1.8.9, issued in accordance with the relevant laws or practices of its country of registration, which correspond most closely to the relevant documents of the Republic of Latvia and which certify that it is not subject to the exclusion clause 3.1 of the Tender dossier;
		3. the Commission is entitled to require the tenderer to submit, at any time, up-to-date documents issued by the competent authorities certifying that the tenderer is not subject to any of the mandatory exclusion clauses, in particular where this information cannot be verified in publicly accessible databases.
	2. **Availability of negotiating documents and provision of information:**

1.10.1. the Procuring Entity **shall provide free and direct electronic access to the procurement documents and any additional required documents**, including the draft procurement contract, on the Procuring Entity's website: [*www.ldz.lv*](http://www.ldz.lv) under the section "*Procurement*" next to the relevant contract notice;

1.10.2. if the procuring entity is unable for objective reasons to provide free and direct electronic access to the procurement documents and any additional required documents, including the draft procurement contract, the procuring entity shall circulate or distribute them to interested economic operators (tenderers) within 6 (six) working days of receipt of a request for such documents;

1.10.3. the Contracting Authority shall provide interested tenderers with an opportunity to get acquainted with the procurement documents on the spot, starting from the moment of announcement of the procurement, at the Procurement Office of SJSC "Latvijas dzelzceļš", Emīlijas Benjamiņas iela 3, Riga, LV-1547, 3rd floor, Room 344 (taking an identity document and, due to the pass regime, making an appointment in advance with the contact person of the Contracting Authority specified in the tender notice).

**The interested tenderer is obliged to follow the information published on the Contracting Authority's website:** [***www.ldz.lv***](http://www.ldz.lv) **under "*Procurement*" next to the relevant contract notice. The Employer shall not be liable if an interested party has not consulted that information;**

1.10.4. if the interested tenderer has requested the Purchaser to provide additional information (clarification) on the procurement to the e-mail address specified in Clause 1.3 in due time (not later than 6 (six) days before the deadline for submission of the tender), the Purchaser shall provide it within 5 (five) working days after receipt of the relevant request. If the request is submitted later than the specified time limit, the Purchaser shall assess whether additional information processing is required for the reply and, if the information can be produced quickly, the Purchaser shall reply.

**The contracting authority shall post the information referred to in paragraph 1.10.4 on the Internet site on which the procurement documents and any additional documents required are available and shall send the reply electronically to the supplier that has asked the question;**

1.10.5. the data of natural persons contained in the procurement documents will be processed on the basis of Article 6(1)(f) of Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation). The controller of the processing of personal data is VAS “Latvijas dzelzceļš” and SIA “LDZ ritošā sastāva serviss”.

1.10.6. in the event of any inconsistencies, discrepancies or interpretations between the Latvian version of the Regulations and the English version, the Latvian version of the Regulations shall be deemed to be the correct version.

1. **INFORMATION ON THE SUBJECT OF THE NEGOTIATED PROCEDURE**
	1. **Subject of the negotiated procedure:** supply of a wheel press for pressing/depressing wheel spacers (hereinafter referred to as 'the press') in accordance with the specifications and annexes hereto.
	2. the tender shall be submitted for the whole of the subject-matter of the negotiated procedure in its entirety;
	3. **Technical specification:** The tenderer undertakes to provide a full range of quality presses in with the Technical Specification, standards and regulatory requirements.
	4. **Key terms of the agreement:**
		1. Contract performance: within 12 months from the date of signature of the contract.
		2. performance of the contract in accordance with the time schedule attached by the tenderer (requirements of the technical specification in Annex 1 to the tender dossier);
		3. Press installation/commissioning/acceptance takes place at the Wagon Repair Centre (WRC). Address;
		4. warranty period: 24 (twenty-four) months from the date of commissioning of the press and the date of signature of the acceptance documents by both parties, and the additional warranties specified in the technical specification requirements in Annex 1 to the Tender;

2.4.5. payment terms

2.4.5.1. within 30 (thirty) calendar days after the signature of the document certifying commissioning of the Press (including manufacture, delivery, installation, practical training of personnel)

**OR**

2.4.5.2. the supplier/manufacturer has the possibility to obtain an advance payment secured by an advance payment guarantee from a bank or insurance company up to 30% (thirty percent) of the total contract price of in EUR excluding VAT, but not exceeding EUR 240 000.00 (two hundred and forty thousand *euro*, 0 cents) excluding VAT. The supplier/manufacturer shall ensure that the advance payment guarantee is submitted to the Customer, indicating the relevant information (the need for the advance and its amount) in the application (point 5 of Annex 2 to the Tender dossier). The Customer shall pay the advance within 30 (thirty) calendar days of receipt of the advance invoice and the advance guarantee from the bank or insurance company;

2.4.5.3. advance payment, secured by an advance payment guarantee from a bank or insurance company, by the supplier/manufacturer, of up to 60% (sixty percent) of the contract price, upon notification by the manufacturer that the press has been manufactured and is ready for transportation and installation at the purchaser's site, and upon such notification, a Factory Acceptance Test (FAT) has been performed with representatives of the contractor within 10 working days. Payment of the advance shall be made within 30 (thirty) calendar days of receipt of the advance invoice and the advance guarantee from the bank or insurance company;

2.4.5.4 The balance of the Contract Sum shall be paid by the Supplier/Manufacturer within 30 (thirty) calendar days after the date of the mutual signature of the Acceptance and Transfer Certificate (delivery including press installation, adjustment work, staff training, testing and commissioning - SAT).

1. **EXCLUSION RULES AND QUALIFICATION REQUIREMENTS[[3]](#footnote-3)**
	1. **The contracting authority shall exclude the tenderer from further participation in the negotiated procedure, shall not examine the tender, and shall not conclude a contract with a tenderer to whom any of the following applies:**

3.1.1. it has been established that the tenderer has tax debts (including debts in respect of compulsory national social security contributions) in the country in which it is established or has its normal place of residence, totaling more than *EUR* 150 in any one country;

3.1.2. the tenderer is declared insolvent, the tenderer's business activities are suspended or the tenderer is being wound up;

3.1.3. the tenderer, an employee of the tenderer or a person indicated in the tenderer's tender has consulted or otherwise been involved in the preparation of the procurement documents;

3.1.4. the tenderer has supplied false information for the assessment of his qualifications or has not supplied the information requested at all;

3.1.5. it has been established that the tenderer to whom the contract should be awarded is subject to international or national sanctions or sanctions imposed by a Member State of the European Union or of the North Atlantic Treaty Organization which have significant financial and capital market implications and which would impede the performance of the contract;

* 1. **Qualification requirements:**
		1. The applicant/manufacturer is registered, licensed or certified in accordance with the requirements of the relevant national laws and regulations;
		2. The tenderer/manufacturer shall be able and capable of manufacturing and supplying presses complying with the requirements of the tender specifications (including the Technical Specification);
		3. The tenderer/manufacturer shall lodge a tendering security conforming to the requirements of the tender dossier;
		4. the applicant/manufacturer has received the following certificates
			1. ISO 9001 quality management systems
			2. ISO 14001 environmental management systems;
			3. ECOVADIS scores of more than 50 points;
			4. ISO 50001 (Energy management systems) or equivalent (Energy audit carried out in accordance with DIN EN 16247-1);
			5. certificate according to DIN EN 61373.
		5. the applicant/manufacturer has carried out at least 10 projects per year during the last five years (2019-present) related to the design, manufacture and installation of wheel presses with a value of more than EUR 500 000 each.
		6. during the last three (3) financial years (for a foreign applicant/manufacturer, from an audit and certified annual accounts in accordance with national practices), the **applicant/manufacturer has a financial turnover of at least EUR 10 million per year**, with a stable total liquidity ratio exceeding 1 (one) each year, demonstrating the applicant's ability to carry out major projects without financial difficulties.
1. **EVALUATION OF TENDERS**
	1. **Tender selection criterion: the** tender with the lowest price (EUR excluding VAT) for the full amount of the subject-matter of the negotiated procedure, which complies with the requirements of the negotiated procedure.
	2. **Procedure for evaluating tenders:**
		1. the Commission shall be entitled to check the qualifications of tenderers and the responsiveness of tenders only in respect of the tenderer to whom the contract should be awarded. In evaluating tenders, the Commission shall check that the form and content of the tender (the documents contained therein) comply with the requirements of the tender specifications, that the tender contains all the documents required by the tender specifications, that the tenderer's qualifications comply with the requirements of the tender specifications and that the tenderer is not subject to the exclusion cases referred to in Article 3.1 of the tender specifications.

If the tenderer or the tenderer's tender does not comply with any of these requirements, the jury shall decide to reject the tenderer's tender and to exclude the tenderer from further participation in the negotiated procedure. In the event of non-conformity in the presentation of the tender, the Commission shall assess the relevance of the non-conformity and decide whether the rejection of the tender is justified. At the same time, the Commission shall verify that the tenderer or a member of its staff has not consulted or otherwise been involved in the preparation of the procurement documents. If the tenderer or its employees have consulted or otherwise been involved in the preparation of the procurement documents and if this circumstance gives the supplier an advantage in the procurement, thereby impeding, restricting or distorting competition, the tender of the tenderer concerned shall be rejected. The Commission, having established those circumstances, shall allow the tenderer, before any possible rejection, to demonstrate that there are no circumstances which would confer on the supplier concerned any advantage in the tendering procedure by preventing, restricting or distorting competition. If an adequate tender security is not provided with the tender documents, the Tender Committee shall reject the tenderer's tender and exclude the tenderer from further participation in the negotiated procedure;

* + 1. after the examination referred to in point 4.2.1 of the Tender Procedure Specification, the jury shall assess the conformity of the tenderer's tender with the technical requirements of the Tender Procedure Specification. If the tender does not comply with these requirements, the jury shall decide to reject the tenderer's tender and to exclude the tenderer from further participation in the negotiated procedure;
		2. the Commission checks the tender for arithmetical errors. If the Panel finds such errors, it shall correct them. The Commission shall notify the corrected tenderer of the correction and the corrected tender amount. The Commission shall take the corrections into account when evaluating the financial offer;
		3. the contracting authority may require the tenderer or a competent body to clarify or explain the tender documents submitted in accordance with the qualification requirements set out in the tender specifications, and, in the course of the evaluation of tenders, to request that the information contained in the tender be clarified;
		4. if the tenderers' tenders are not advantageous, the Commission shall be entitled, before taking a decision on the outcome of the negotiated procedure, to offer to all tenderers who have submitted tenders in conformity with the requirements of the tender dossier a reduction in the tender price;
		5. before taking a decision on the award of the procurement contract, a check is carried out on the tenderer to whom the contract should be awarded in accordance with the International and National Sanctions Laws of the Republic of Latvia.
1. **NEGOTIATING WITH APPLICANTS**
	1. Negotiations may, if necessary, be held after or during the examination of tenders in public at[[4]](#footnote-4) or in private if:
		1. the Commission needs clarifications and/or explanations of the tenderers' tenders;
		2. it is necessary to agree on possible changes to the subject of the negotiation procedure;
		3. need to agree on essential terms of the draft contract (Annex 7 of the ToR), e.g.: performance deadlines, technical terms;
		4. negotiate the best possible price and payment terms
	2. In the event that two or more tenderers have submitted tenders with the same lowest unit prices, the decisive criterion for the selection of the tender for the relevant lot shall be the **shortest delivery time offered in accordance with paragraph 2.4.2 of the Tenderer's tender.**
	3. The negotiations will be minuted;
	4. *(if necessary)* may be fixed for the resubmission of tenders and/or Financial Tenders. In such a case, the opening of the resubmitted tenders shall not be public .[[5]](#footnote-5)
2. **decision making**
	1. After examination and evaluation of the tenders, the jury shall select the successful tenderer who is not subject to any exclusion referred to in the tender specifications and the tenderer who has submitted the lowest responsive tender for the whole subject-matter of the negotiated procedure;
	2. if no tenders are submitted in response to the negotiated procedure, or if the tenders submitted do not comply with the requirements laid down in the negotiating documents, the Commission shall decide to terminate or suspend the negotiated procedure;
	3. the Commission is entitled to terminate or suspend the negotiation procedure at any time for objective reasons;
	4. if a single tender is submitted in a negotiated procedure, the jury decides whether it complies with the requirements of the tender specifications, whether it is advantageous and whether the tenderer concerned can be declared the successful tenderer in the negotiated procedure;
	5. after examination, evaluation *(and negotiation, if necessary)* of the tender, the committee decides on the outcome of the negotiated procedure or on the termination or suspension of the negotiated procedure;
	6. the final decision of the Contractor's Board of Directors on the outcome of the negotiated procedure and the conclusion of the contract, in accordance with the procedure laid down in the internal regulatory enactments, is the basis for the conclusion of the contract with the winner of the negotiated procedure (in accordance with Annex 7 to the Statutes).
3. **ANNOUNCEMENT OF THE RESULTS OF THE NEGOTIATED PROCEDURE AND CONCLUSION THE PROCUREMENT CONTRACT**
	1. Within five working days of the decision, the contracting authority shall inform all tenderers in writing of the outcome of the negotiated procedure. In the event of termination or suspension of the negotiated procedure, the contractor shall at the same time inform all tenderers of all the reasons for termination or suspension; the successful tenderer shall conclude the contract with the contractor within five working days of receipt of notification of the outcome of the negotiated procedure. If the successful tenderer refuses to conclude the contract, the Commission shall decide either to award the contract to the next lowest tenderer who has not been excluded by the exclusion cases referred to in the Statute or to terminate the negotiated procedure without awarding a contract to any tenderer. If the decision is taken to award the contract to the next lowest tenderer but that tenderer refuses to conclude the contract, the Commission shall decide to terminate the negotiated procedure without awarding a contract to any tenderer. The final decision shall again be taken in accordance with point 6.6 of the Rules of Procedure.

**Attached:**

Annex 1 - Application to take part in a negotiated procedure /form/;

Annex 2 - Technical Specification;

Annex 3 - Information on the experience of the tenderer /form/;

Annex 4 - Information on the financial turnover of the tenderer /form/;

Annex 5 - Cooperation partner identification form for legal entities /form/;

Annex 6 - Tender security /form/;

Annex 7 - Draft Agreement.

**Annex 1**

 Negotiation procedure with publication "Supply of wheel spoke element compression/de-compression press for the needs of SIA “LDZ ritošā sastāva serviss””

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| --- | --- | --- |
| **1.** | **Technical specification\* / Technical tender** | **Applicant/manufacturer****to be completed in accordance with their tender** |
| 1.1. | Minimum technical requirements for wheel presses:The proposed wheel press shall be equipped with two press cylinders, each with a minimum compressive force of 4000 kN. The wheel press shall be suitable for the following wheel sizes:* 1. Maximum axle length: up to 2600 mm.
	2. Minimum axle length: from 600 mm.
	3. Maximum axle diameter: up to Ø250 mm.
	4. Maximum wheel diameter: up to Ø1250 mm (with tyre).
	5. Weight of wheels: up to 3000 kg.
	6. Track width: 1435 mm to 1524 mm
	7. Number of brake discs: up to 3.
	8. Brake disc diameter: minimum Ø540 mm,

 maximum Ø720 mm.To press components: wheel disc, pinion, coupling flange, brake disc, bushing bearing.The compression forces for the components specified are generally in the range 200 to 3000 kN, but the forces required can be significantly higher, so the minimum compression force from each cylinder is at least 4000 kN.Removal and pressurization of wheel components covers wheels, axles, brake discs and sprockets. The wheel press is designed for the following axle types:* + Drive axles with transverse drive, consisting of a wheeled axle with wheels, a hollow axle transmission and an engine.
	+ Axles with wheels, with and without brake discs.

The drive wheelsets must be able to be pressurized and de-pressurized without rotating the wheelset. The wheel press is suitable for the following series of rolling stock:1. Wheelsets for wagons RU-1Ш-957-G;2. Locomotives for CME-3 wheelsets;3. M62 locomotive wheelsets;4. 2M62U locomotive wheelsets;5. 2TE10 Locomotive wheelsets;6. 2TE116 Locomotive wheelsets; 7. for the DR1A and DR1AC wheelsets of a diesel multiple unit;8. for DR1A diesel trailer wagon 9. ŠKODA 16Ev trailer wagon wheels 10. Trailers for ER2, ER2T wheelsets11. Railway track machine wheelsets |  |
| 1.2. | **Design requirements for wheel presses** |  |
|  | The wheel press must be equipped with the possibility of pressing the wheels from the left and right side in the same mounting. For this reason, the wheel press shall be equipped with one left and one right press cylinder. The basic design shall be such that the possible impact movements of the forces which may occur during the pressing process can be recorded. These impact movements are due to a strong increase in the compression force and a sudden relaxation of the compression force. The design of the press, as well as the counter-bar, is such that it can withstand these possible stresses without causing long-term damage to the press. The frame of the press is an O-shaped, low-deformation design. It should be noted that the press shall be floor mounted or anchored. An appropriate base plan shall be submitted with the tender. The press shall be designed for installation on a flat floor. Pits or similar structures are not permitted. |  |
| 1.3. | **Cylinders** |  |
|  | Press cylinders must have polished surfaces. Piston rods shall be hardened, chrome plated and polished and fitted with an anti-cut-off mechanism. Sealing elements must be easily accessible and replaceable. |  |
| 1.4. | **Hydraulic equipment** |  |
|  | The wheel press is equipped with a sufficiently powerful hydraulic system as well as individually controlled hydraulic pumps for both press cylinders to allow simultaneous operation. The hydraulic system is designed for essentially three shifts 7 days a week. One shift consists of 8 hours. The hydraulic equipment, including the tank, is supplied with a drain plug to ensure that in the event of a malfunction, the required hydraulic oil is safely trapped. The oil fill intervals of the hydraulic unit shall be indicated. The press shall be supplied with an initial oil fill - hydraulic oil shall not be provided by the tenderer/manufacturer (the make and parameters of the hydraulic oil shall be specified in the press data sheet). |  |
| 1.5. | **Equipment management** |  |
|  | The press control should be easily accessible to the operator to ensure a good overview of the actual working steps and its management. If this requirement cannot be met by a single control panel, a second control panel for the press shall be provided. An individual pressing program shall be set up for each wheel listed. These wheel specific pressing programs (e.g. 'series, wheel, axle, pinion pressing') shall include all relevant information (e.g. pressing forces, dimensional parameters including tolerances, etc.). The press must be capable of remote maintenance so that possible errors can be analyzed and, if necessary, corrected. Remote maintenance should only be carried out with the consent of the operator using a mobile phone card.The mobile phone card is provided by the customer. |  |
| 1.6. | **Specification for electrical equipment** |  |
|  | The electrical connection of the press will be made on site at the Customer's premises. The applicant/manufacturer shall specify the electrical power required as well as the type of protection. The wheel press must have a separate electrical control cabinet. The lighting of the workplace and the press shall comply with the requirements of the Workplace Regulations (as laid down in the OSH Regulations) and shall be included in the electrical equipment. Lighting shall be provided from a control cabinet of adequate voltage. |  |
| 1.7. | **Support** |  |
|  | The press must be equipped with at least two counter-balances. One counterweight shall be designed for the maximum possible compressive force and the other counterweight shall be designed for tight spaces to allow the pressing of components with close-fitting elements. The counter-balances shall be so designed that all the necessary pressing operations can be carried out. The positioning of the counterweight shall be such that it can be moved across the width of the press by means of an electric drive system. Positioning shall be carried out either automatically using the selected pressing program or manually by press control. The counter-balance locking shall be capable of being carried out either automatically or manually, depending on the control system. |  |
| 1.8. | **Loading - handling system** |  |
|  | The wheel press must be equipped with a separate controlled recording system for the wheelsets. This recording system shall include automatic horizontal and vertical support elements to record at least the following components:* Separate axles
* Pairs of wheels, with or without brake discs
* Pairs of wheels with drive
* Wheel pairs with transverse drive, including gearbox, and with and without motor

The records must be produced free of charge. The support elements for the gearbox shall be designed to remain in place during the wheel pressing process. No additional removal of the wheelsets shall be provided.The guided handling system must be positioned in front of the wheel press, allowing loading with an overhead crane or the overhead crane of the machine. The protocol drawn up with the pressing diagram must state: date of pressing; type of wheel; individual wheel number (axle number in wheel); axle seat and wheel hub bore diameters (to the nearest 0,01 mm); wheel hub length; stress magnitude; final pressing force in kN; wheel number; year of manufacture and relative manufacturer's number of the wheel; wheel owner's code; wheel spoke side (right or left); wheel center and pinion type and number; presence or absence of wheel lip; whether accumulation on hub seating surface was performed; sequential number of the pressing chart in the current year.* Nominal force (kN) of each cylinder, minimum 4000;
* Maximum stroke (mm) of each plunger - 700;
* Press plunger speed during pressing (mm/s), not faster than - 3;
* Overall dimensions (L x W x H) (mm), maximum - 7300 x 3100 x 2300;
* Power (kW), not more than - 30;
* Accuracy class of manometer for pressure control not less than -1.5%;
* Chart stroke error, maximum - 2.5%;
* Thickness of the record line (mm), not more than - 0,6;
* Length scale of the record not less than - 1:2;
* One division of the height of the diagram equal to 1 mm shall correspond to a force of not more than 24,5 kN.
* During pressing, with the force-path chart recording, the press shall be equipped with a pressure sensor and a linear displacement sensor (sensor accuracy class not less than 1,0).
* The pressing diagram shall be based on the pressing force data determined at least every 1 mm of wheel travel relative to the axle

Fig. 1. Example of a normal pressing diagram with computer input |  |
| 1.9. | **Dismantling device for hollow shaft drive** |  |
|  | The wheel press shall be equipped with an additional dismantling device to drive the hollow valve. This device shall be supplied so that the wheel axle is compressed and pulled out of the hollow valve drive after the first wheel has been pressed. The compression and retraction process shall be carried out in a defined position outside the wheel press itself. After the hollow valve drive has been removed from the loading machine, the axle of the wheel pairs must be placed back on the loading machine so that further components (e.g. the second wheel, etc.) can be pressed. The jaws shall be positioned in such a way as to preclude damage to the wheelset axle. |  |
| 1.10. | **Lifting crane** |  |
|  | The wheel press must be equipped with a separate bridge tap, belonging to the machine, for loading the handling system and for pre-assembly of the press wheelsets. The bridge crane must be equipped with three individually or synchronously controlled hoists, each with a minimum carrying capacity of at least 2 tons. All drive mechanisms for the bridge crane shall be fitted with contactor controls to enable the wheel axle components to be precisely mounted on the wheel axle. |  |
| **2.** | **Description of the pressing process** |  |
| 2.1. | **Pressing process** |  |
|  | The wheel to be repaired must be automatically fed into the wheel press using a handling system. After the wheel is fully inserted into the press, it shall be placed between the centering ends and registration and measurements shall be taken.When measuring a wheelset, at least the following measurements or resulting calculations must be made:1. Measurement of axle length,
2. Calculation of the center of axle,
3. Calculation of the required pressing parameters and measurements for each cylinder.

For internal bearings, the reference surface is the front surface of the axle of the wheel pair. For outer bearings, the reference surface is the extreme position of the stop shoulder axle bearing attached to the wheels, brake discs and axle pinions.It must be ensured that the pressing is continuous (during the continuous pressing process) in accordance with DIN NE 13260 and UIC 813V. The entire pressing process for each component shall be illustrated by a force displacement diagram and documented in an appropriate protocol. The evaluation of the press curve shall be carried out in accordance with DIN NE 13260 and UIC 813V. In addition, the wheel press must be suitable for individual pressing operations - with predefined setting, selected power and/or withdrawal. |  |
| 2.2. | **Pressing (high pressure)** |  |
|  | The wheel press must be positioned to squeeze all listed wheel components. It shall be equipped with appropriate suitable tools. In the case of conical press connections in particular, appropriate safety equipment shall be provided.The pressing of the wheel spokes is carried out by an electric high-pressure pump of at least 3000 bar and suitable tools as part of the wheel press. The high pressure pump shall be controlled from the main control panel of the wheel press. |  |
| 2.3. | **Data recording and monitoring** |  |
| 2.3.1. | MeasurementsStandard pressing processes, which are mostly automatic, must be monitored by an automatic machine measuring system.This automatic measuring system will measure the distances from the attached segments, as well as deviations such as plane and concentricity deviations (plane and concentricity will be measured relative to the centering ends of the wheelset axle).For the measurement of deviations, a switchable or reversible motor friction drive mechanism shall be provided which will allow rotation of the steering wheel if necessary. |  |
| 2.3.2. | Recording of pressing processesThe rapid pressing process must be documented by a protocol. The protocol must include a graphical representation of the force-displacement curve (press curve). The diagram must be clear and easy to read and suitable for both cylindrical and conical press connections. The limit data shall be shown visually on the diagram so that the operator can easily determine when the permitted pressing force is reached. The report shall be in English, Russian or Latvian.At a minimum, the protocol should include:* Description of the pressing process (selected by the operator)
* Diameter specifications for waves (operator can correct if necessary)
* Drilling diameter specification (operator can correct if necessary)
* Force and displacement function as a diagram
* Minimum and maximum press force (operator can correct if necessary)
* End force Radial force measurement Plane action

In addition to the individual pressings, the following data should be added to the protocol:* C and C1 (for externally stored pairs of wheels without stopping)
* Axial distances or positions of pressed components such as the brake disc and axle star.

The protocol must be prepared on DIN A4 paper. The A4 laser printer must be integrated into the control cabinet. An appropriate copy must be saved on a storage medium as a PDF file and/or optionally automatically sent via the Internet interface to the server/network drive. All protocols per wheel pair can be saved as an individual file. This file should be automatically named e.g. by wheel number, wave number or by combining several known wheel data to ensure an exact match between protocols or log files.It shall be possible to extend the protocol with dimensions from the components pressed below, e.g. the distance between the stars to the front half of the wheel axle.The description of the pressing process, e.g. "wheel pair type AB, wheel disc pressing", must be chosen by the operator. These declarations shall include all wheel pair specific pressing information. |  |
| 2.4. | **Stamping and pressing devices** |  |
|  | Different pressing dies are needed for the relevant pressing and driving tasks, as well as pressure and driving sleeves. These are design requirements that need to be adapted.To edit the axle (with tires, brake discs, axle stars, etc.), you need to remove the fasteners.To reduce the number of pressing tasks required, as well as the number of press sleeves needed, these tasks can be combined and used for different types of wheelsets.Press connections must be provided with appropriate devices to guarantee safe working and provide adequate protection for the operator or the environment.The scope of supply shall include all necessary press tools as well as all necessary pressure and guide sleeves, centering nozzles, high pressure adaptors and a mission counter holder to release and press the listed press sleeves. |  |
| **3.** | **Location** |  |
|  | The wheel press should be installed in the main workshop. The installation area shall be on one level (height of the workshop floor = height of the surrounding yard level). The press installation area shall conform to the specifications of the layout plan and shall be reinforced where necessary. The ambient temperature at the installation site may be a minimum of +5 °C to a maximum of +40 °C, the humidity corresponding to the climatic zone of Daugavpils, Latvia.The electrical installation is designed for 400V (TN-S network). No compressor air connection is foreseen, so the connection can be made without pneumatic consumers. |  |
|  | **General requirements for the submission of a tender:**To be submitted:* detailed instructions on the technical description of the design of the proposed wheel press, detailed operating and maintenance instructions for the press.
* A plan of the foundations and layout, as well as detailed descriptions of the delivery, including the arrangement and dimensions of the connections.
 |  |
| **4.** | **Compliance with standards, press testing and warranty** |  |
|  | DGUV and VDE guidelines comply with (Low Voltage Directive 2014/35/EU, EMC Directive 2014/30/EU).The press must bear the CE marking as well as a declaration of conformity in accordance with the O.G. Machinery Directive.All markings, indications and documents must be in English and Latvian.Before the equipment is put into operation, it must be fully tested in accordance with the criteria set by the supplier and the customer. Testing shall include examination of both mechanical and electronic components to ensure that the equipment meets all technical parameters and safety requirements.The results of the press tests shall be documented and submitted to the Customer together with the commissioning report. After successful testing and verification of the documentation, the press shall be deemed to have been accepted for use.The press manufacturer must provide a guarantee for at least 24 months from the date the press is put into service. During the warranty period, the manufacturer shall carry out any necessary repairs or replacement of spare parts at no additional cost to the Customer.The terms of the guarantee must also include the provision of operational technical support, both remotely and on-site if necessary. **The manufacturer must provide spare parts for at least 10 years after the expiry of the warranty period.** |  |
| **5.** | **Training** |  |
|  | The supplier/manufacturer must provide a press training program for operators and maintenance personnel. The training shall include both theoretical and practical training, which will provide knowledge on the operation, management and routine maintenance of the press. The training should be provided before the press is put into operation and should be carried out by instructors qualified by the supplier/manufacturer. After the training, each participant shall receive a certificate attesting that he/she has acquired all the necessary skills and knowledge for the operation and maintenance of the press. |  |
| **6.** | **Delivery and installation** |  |
|  | The press must be delivered to the place specified by the customer. The supplier/manufacturer must ensure that all necessary documentation, such as customs and transport documents, is properly executed and submitted on time. The tender must include the cost of delivery and unloading of the press. After delivery, the supplier/manufacturer shall ensure that the press is installed at the customer's premises. The installation shall be carried out by qualified technicians who shall ensure that the press is fully functional and ready for use. All installation costs must be included in the tender.**The tender must specify the delivery time from the signature of the contract until the press is fully commissioned.** The delivery schedule must be detailed and cover all stages of the manufacture, delivery, installation and testing of the press. |  |
| **7.** | **Calculation of costs** |  |
|  | The tender price must include all costs related to the delivery, unloading, installation and commissioning of the goods in accordance with the requirements of the tender, staff training, including personnel and administrative costs, social, customs, customs clearance and other taxes (excluding VAT) in accordance with the laws and regulations of the Republic of Latvia, overheads, costs related to profit and risk factors, contingencies, etc. Costs not included in the tender price will not be reimbursed during the performance of the contract. The price quoted (as appropriate, the price fixed in the contract) must remain unchanged during the period of performance of the contract, including in the event of changes in exchange rates, price inflation and other factors affecting the cost of providing the service. |  |

\* Updated 09.01.2025.

**Annex 2**

 Negotiation procedure with publication "Supply of wheel spoke element compression/de-compression press for the needs of SIA “LDZ ritošā sastāva serviss””

[*on the applicant company's letterhead*]

"\_\_\_."\_\_\_\_\_\_\_\_\_ No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPLICATION**

**FOR PARTICIPATION IN A NEGOTIATED PROCEDURE WITH PUBLICATION**

**"Supply of wheel spoke element compression/de-compression press for the needs of SIA “LDZ ritošā sastāva serviss””**

**Procurement Id.No LDZ 2024/148-SPA**

**/form/**

Applicant/manufacturer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Reg.No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Name of the tenderer) (name, surname, title of manager or authorized person)

in person, by submitting this application:

1. confirms its participation in the negotiation procedure organized by SJSC "Latvijas dzelzceļš" with the publication ""Supply of wheel spoke element compression/de-compression press for the needs of SIA “LDZ ritošā sastāva serviss”” (hereinafter - the negotiation procedure);
2. offers to supply a quality press of the full quantity and within the time limit specified in the Technical Specification, in accordance with the provisions of the negotiated tender procedure, at the following price:

**Financial offer**

| **Name** | **Count** | **Price****EUR (excluding VAT)** |
| --- | --- | --- |
| Press manufacture, delivery, installation, staff training and commissioning | 1 piece |  |

**Total Tender Amount in words EUR excluding VAT** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. offers a warranty period of \_\_\_\_\_ *(condition:* ***24*** *(twenty-four*) **months** from the date of signature of the handover-acceptance document) and undertakes to enter into a separate agreement for after-sales service and spare parts for the press for a period of not less than 10 (ten) years, three months before the expiry of the warranty period of the Press;
2. offers to supply, install, train and commission the press in accordance with the technical specification (Annex 1) \_\_\_\_\_\_\_ *(condition:* **within *12*** *(twelve)* **months** from the date of signature of the contract);
3. offers payment terms: \_\_\_\_\_\_\_\_\_\_\_\_\_ (the payment terms shall not be less favorable than those specified by the customer - as set out in point 2.5 of Annex 7 to the draft contract);
4. certifies that the price includes all costs incurred by the tenderer in supplying a press complying with the requirements of the Tender Procedure (including the Technical Specification), including manufacture, transport costs, installation, staff training costs, commissioning of the press, staff and administrative costs, social, customs, clearance and other taxes (excluding VAT), overheads, costs related to profit and risk factors, contingencies, etc. Acknowledges that costs not included in the tender price will not be reimbursed during the performance of the contract. The price quoted (corresponding to the contract price of the press) will remain unchanged during the performance of the contract, even in the event of changes in exchange rates, price inflation and other factors affecting costs;
5. certifies that the terms of the advance payment guarantee are clear and that, after the conclusion of the contract, advance payment guarantees (for each stage) in the specified amount of the contract price in EUR (excluding VAT), drawn up in accordance with the requirements of the negotiated procedure will be submitted to the purchaser;
6. declares that the negotiated procedure is clear and understandable, that there are no objections or complaints and that, if the contract is awarded, it undertakes to comply with all the provisions of the negotiated procedure and to conclude the contract in accordance with the draft contract annexed to the negotiated procedure;
7. certifies that they do not meet any of the exclusion criteria set out in point 3.1 of the Tender Procedure Rules;
8. certifies that it has been informed that if any of the exclusion cases referred to in point 3.1 of the Negotiating Procedure Regulations applies during the period of validity of the tender, the tenderer's tender may be rejected or, if the contract is awarded, the purchaser may refuse to conclude the contract;
9. declare the validity of their tender to be not less than 100 (one hundred) days from the date of opening of the tender;
10. certifies that the tenderer, its employee or the person specified in the tenderer's offer has not consulted or otherwise been involved in the preparation of the procurement documents, nor has it attempted to unlawfully influence the decision of the contracting authority or the procurement commission, or a member of the procurement commission, regarding the procurement procedure or to obtain such confidential information that would provide it with unjustified advantages in the procurement;
11. confirms that he/she has familiarized himself/herself with the Basic Principles of Business Conduct of the Cooperation Partners of the Latvijas dzelzceļš Group published on the Latvijas dzelzceļš Group website www.ldz.lv, complies with them and undertakes to continue to strictly observe them himself/herself and ensure that his/her employees observe them as well;
12. certifies that the tenderer/manufacturer and the goods, necessary spare parts/materials referred to in the subject-matter of the negotiated procedure (or members of its supply chain) are not covered by, and are not subject to, international or national sanctions as provided for in European Union law and national law of the Republic of Latvia. If, in the context of the procurement or during the performance of the potential procurement contract, such sanctions are or become applicable, the tenderer shall immediately notify the contracting authority thereof in writing. Undertakes to comply with applicable international sanctions restrictions on the goods to be supplied and the materials used therein throughout the performance of the procurement contract;
13. guarantees to cover any damage which the recipient of the press may suffer as a result of the tenderer's act or omission in supplying the subject of the negotiated procedure in an inadequate manner;
14. guarantees that all the information provided is true and that the copies of documents submitted are true copies of the originals;
15. details of the tenderer/manufacturer:

(*The applicant shall complete the table with all the information requested*)

|  |  |
| --- | --- |
| Name of the applicant/manufacturer |  |
| Registration number |  |
| Legal address |  |
| Address for correspondence |  |
| Name of contact person |  |
| Phone number |  |
| Mobile phone number |  |
| E-mail address |  |

Name and surname of the applicant/manufacturer's manager or authorized person [[6]](#footnote-6)

**Annex 3**

 Negotiation procedure with publication "Supply of wheel spoke element compression/de-compression press for the needs of SIA “LDZ ritošā sastāva serviss””

#### INFORMATION ON 10 (TEN) PROJECTS PER YEAR FOR THE PAST FIVE (5) YEARS (2020-PRESENT)

(as required by points 1.8.6 and 3.2.5 of the T&C)

#### */form/*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No.p.k. | Description of the subject-matter of the contract (including the supplies made) / equipment  | Contract Amount (incl. delivered volume) EUR (excluding VAT) | The applicant's role in the contract(manufacturer, lead supplier, alliance partner, etc.) | Recipient of the goods (ordering party) | Lead time(from... to...) (contract period) |
| Name of the legal entity | Name, surname, position, telephone(for feedback) |
| 1. |  |  |  |  |  |  |
| ... |  |  |  |  |  |  |

Signature of the manager or authorized signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name, surname, title of manager or authorized person \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annex 4**

 Negotiation procedure with publication "Supply of wheel spoke element compression/de-compression press for the needs of SIA “LDZ ritošā sastāva serviss””

**INFORMATION ON THE APPLICANT'S FINANCIAL TURNOVER**

*/form/*

|  |
| --- |
| **Turnover for 3 (three)[[7]](#footnote-7) years****(EUR, excluding VAT)** |
| 20\_\_ | 20\_\_ | 20\_\_ |
|  |  |  |
| Total turnover: |  |
| Average turnover over 3 (three) years: |  |

Signature of the manager or authorized signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name, surname, title of manager or authorized person \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annex 5**

Negotiation procedure with publication "Supply of wheel spoke element compression/de-compression press for the needs of SIA “LDZ ritošā sastāva serviss””

Counterpart identification form for legal persons

In accordance with the objectives of the Law on Prevention of Money Laundering, Terrorism and Proliferation Financing and the requirements of the supervision of transactions of the subjects of the said Law (including credit institutions of the Republic of Latvia) in order to prevent possible risks related to money laundering and financing of terrorism and proliferation, SJSC "Latvijas dzelzceļš" requests to submit the necessary information by filling in this form:

1. Name of the legal entity (including members of a partnership):

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

1. Registration number/analogue size:

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

1. Country of registration:

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

1. Persons entitled to representation:

Name, surname, personal identification number of the person to be represented, if no personal identification number, an analogous value such as date, month, year of birth, nationality (nationality)1.

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

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1. Board:

Name of the chairman/member of the board, personal identification number, if no personal identification number, analogous value, e.g. date, month, year of birth, nationality (nationality)1.

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

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1. Council (if established):

Name, surname, personal identification number of the chairperson/member of the Supervisory Board, if no personal identification number, an equivalent value such as date, month, year of birth, nationality (nationality)1.

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

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1. Beneficiary(-ies) (PLG) 2:

For the purposes of the Law on Prevention of Money Laundering, Terrorism and Proliferation Financing, *the beneficial owner* is the *natural person who* is the owner of the legal person, or who controls the client, or in whose name, for whose benefit or in whose interest the business relationship is established or the transaction is carried out, and is at least:

1. a natural person who owns, directly or indirectly, more than 25% of the share capital or the total number of voting shares of the client company;
2. a natural person who directly or indirectly controls the activities of an undertaking;

Name, surname, personal identification number (if the person does not have a personal identification number, then an analogous value, e.g. date, month, year of birth), nationality(1), PLG directly or indirectly owns more than 25% of the shares/voting stock of the total number of shares/shares of the legal entity.

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

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I/We certify that all possible means of ascertainment have been used to establish that it is not possible to identify any natural person as a PEP within the meaning of Section 1(5) of the Law on Prevention of Money Laundering, Terrorism and Proliferation Financing, and that all doubts that the legal person is a PEP have been removed.

PLG cannot be ascertained because the cooperation partner is:

¨ a derived public body

¨ a direct or sub-direct administrative authority

¨ a state- or local government-controlled corporation;

¨ a trader whose shares are listed on a regulated market.

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

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1. By signing this Identification Form, the Cooperating Partner certifies that all information provided and completed on the Identification Form is true and complete.
2. By signing this identification form, the Business Partner confirms that in the event of any changes to the information provided in the form, the Business Partner will inform the Company by sending the updated information to the registered office of SJSC "Latvijas dzelzceļš" or by e-mail: info@ldz.lv.

*Legal representative*  (specify status of person - board member, proxy, trustee, other): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature3: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*1*The personal data referred to in this paragraph shall be processed by Latvijas dzelzceļš Group on the basis of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as GDPR):

1/ on the basis of Article 6(1)(b) of the GDPR - for the purpose of entering into a contractual relationship and ensuring performance of the contract at the request of the data subject (contracting party), and

2/ GDPR Article 6(1)(c) in order to comply with the legal obligation of the controller (LDZ) to verify its business partners in accordance with the requirements of the International and National Sanctions Law and the Law on Prevention of Money Laundering, Terrorism and Proliferation Financing of the Republic of Latvia;

3/ GDPR Article 6(1)(e) for the performance of a task carried out in the public interest - for the prevention of terrorism and the reduction of the risk of fraud.

*2* "Law on Prevention of Money Laundering and Terrorism and Proliferation Financing" within the meaning of Article 1(5).

*3* or electronic signature.

**Annex 6**

Negotiation procedure with publication "Supply of wheel spoke element compression/de-compression press for the needs of SIA “LDZ ritošā sastāva serviss””

**TENDER SECURITY**

*form*

**Tender security (guarantee) No \_\_\_\_\_\_**

Riga, Date: \_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| **Credit union:** | ... |

Credit institution/ registered office ...

Unique registration number ...

Details of the banking institution ...

Bank code ...

Current account number ...

|  |  |
| --- | --- |
| **Buyer/contractor:** | SIA "LDZ ritošā sastāva serviss" |

Registered office of the buyer/contractor: 21 Vilhelma Purvīša Street, Riga, LV-1050, Latvia.

Single registration number: 40003788351

|  |  |
| --- | --- |
| **Applicant:** | ... |

Address ...

Unique registration number ...

In view of the fact that the Tenderer submits its tender for the negotiated procedure with publication "Supply of wheel spoke element tensioning/depressing presses for the needs of SIA "LDZ rolling stock serviss"", the Credit Institution undertakes to guarantee the Tenderer's obligations towards the Purchaser which may arise from the Tenderer's failure to comply with the terms of the negotiated procedure with publication.

This guarantee is issued in the amount of: EUR \_\_\_\_\_\_

|  |
| --- |
| **Credit institution guarantee conditions:** 1. the Credit Institution undertakes to pay to the Buyer/Contractor the amount set out above upon the first written request of the Buyer/Contractor without requiring the Buyer/Contractor to substantiate its claim, provided that in its request the Buyer/Contractor states that the amount claimed relates to the coming into force of one or more of the following CONDITIONS:1.1 The tenderer shall withdraw his tender as long as the tender security remains valid;1.2 The successful tenderer shall not sign the contract within the time limit set by the Contracting Authority/entity. |
|  |

|  |
| --- |
| \_\_\_\_\_\_\_/complete in accordance with the requirements of the negotiated procedure/\_\_\_\_\_\_\_\_\_\_\_\_\_ |

 The guarantee is valid:

*/signature and transcript of the person authorized by the credit institution/*

**Annex 7**

Negotiation procedures with publication of SJSC "Latvijas dzelzceļš"

"for the 'Supply of wheel spoke element compression/de-compression presses for the needs of LDZ Rolling Stock Service Ltd

**AGREEMENT No \_\_\_\_\_\_\_\_**

In Riga *the date of the document can be seen on the time stamp*

**Limited Liability Company "LDZ ritošā sastāva serviss"**, single registration No 40003788351, hereinafter referred to as the "Customer", in the person of \_\_\_\_\_\_\_\_\_, represented on the of\_\_\_\_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the one hand, and

**\_\_ "\_\_\_\_\_\_\_\_\_\_"**, single registration No. \_\_\_\_\_\_, hereinafter referred to as the "Operator", represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the other hand, together/separately referred to as the Parties/Parties, in good faith, without fraud, deceit or coercion, enter into the following agreement, hereinafter referred to as the "Agreement":

# Subject of the Agreement

* 1. The Parties agree that the Contractor shall provide the Customer with the manufacture, supply, installation, practical training and commissioning of a press for pressing/depressurizing wheelsets (hereinafter referred to as the "Press") (hereinafter referred to as the "Works").
	2. The works are carried out in accordance with:
		1. Annex 1 (Technical Specification) to the Agreement;
		2. Annex 2 (Schedule of Works) to the Agreement;
		3. Terms of reference of the negotiated procedure with publication "Supply of wheel spoke element tensioning/depressing press for the needs of SIA "LDZ ritošā sastāva serviss"" approved by the minutes of the meeting of the Procurement Commission of 2025 \_\_\_\_\_\_\_;
		4. The Host on \_\_\_, 202\_\_. No. \_\_\_\_\_\_\_\_ financial and technical proposal.
	3. The works shall be carried out at the Customer's Wagon Repair Centre (Wheel and Trolley Workshop), 49 Varšavas Street, Daugavpils, Latvia, LV-5404.
	4. The Customer authorizes \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_, tel. \_\_\_\_\_\_\_\_, e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_, or his/her assigns, to deal with all matters relating to the execution and acceptance of the works (including any complaints) and to sign the acceptance certificate and invoices. Documents signed by other persons shall not be binding on the Employer and the Contractor.
	5. The Operator authorizes \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_, tel. \_\_\_\_\_\_\_\_, e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_, to resolve all issues related to the performance and acceptance of the Works (including issues related to possible complaints) and to sign the acceptance and handover certificate and invoices. Documents signed by other persons shall not be binding on the Customer and the Contractor.
	6. By signing the Contract, the Contractor confirms that it has received from the Employer all information necessary for the commencement and completion of the Works and that it has the appropriate technical equipment and competent personnel to carry out the Works safely and to a high standard.

# Contract amount and payment arrangements

* 1. The total Contract Price is \_\_\_\_\_\_\_\_ EUR (\_\_\_\_\_\_\_\_\_\_\_\_ euro, \_\_ cents) excluding VAT . [[8]](#footnote-8)
	2. VAT shall be applied in accordance with the applicable laws and regulations of the Republic of Latvia or the relevant Member State of the European Union, taking into account the place of the Operator's legal registration and the nature of the transaction.
	3. The total Contract Price shall include all costs incurred by the Contractor in connection with the performance of the Works, including the costs of organizing the Works, materials and personnel costs, social and other taxes, overheads, costs related to profit and risk factors, as well as the Contractor's contingencies.
	4. Payment shall be made within *[to be specified in accordance with the tender and subject to the requirements set out in the tender specifications:]* \_\_\_\_ (*in words*) calendar days after receipt of the document certifying acceptance of **the Goods** (including manufacture, delivery, installation and training of personnel) in accordance with the terms of **the Contract**. *[to be indicated in accordance with the tender, subject to the provisions of the Tender:]* The purchase of **the Goods** is/is not subject to prepayment (advance payment) in accordance with Clause 2.5 of the Contract.
	5. *[if the condition of advance payment secured by an advance payment guarantee is applied, according to the information provided in the tenderer's application, subject to the provisions of the tender specifications and the draft contract, the Parties may agree on advance payment secured by an advance payment guarantee, applying this clause accordingly]* The Contractor may request advance payment within 30 (thirty) calendar days after the signature of the Contract, subject to the following conditions**:**
		1. the amount of the advance payment shall not exceed **the total Contract Price** (see Clause 2.1 of the Agreement)
			1. *first advance payment - [condition: the amount of the advance payment shall take into account the amount set out in the tender specifications, subject to a threshold of up to 30% of the total Contract Price and not exceeding a threshold of EUR excluding VAT:] \_\_\_\_%* (*words*) , .e. \_\_\_\_\_\_\_\_ EUR (\_\_\_\_\_\_\_\_\_ euros and \_\_\_\_ cents) excluding VAT;
			2. *Second advance payment - [condition: the amount of the advance payment shall take into account the amount set out in the tender specifications, subject to a threshold of up to 60% of the total Contract Price in EUR excluding VAT:] \_\_\_\_%* (*words*) , .e. \_\_\_\_\_\_\_\_ EUR (\_\_\_\_\_\_\_\_\_ euros and \_\_\_\_ cents) excluding VAT;
		2. The balance within 30 (thirty) calendar days after the date of signature of the Acceptance Certificate (delivery, including installation, adjustment, training and commissioning of the equipment - SAT).
	6. The Client shall pay the advance within 30 (thirty) calendar days after receipt of the advance invoice and the advance guarantee from the bank or insurance company. For invoicing and submission conditions, see Clause 2.5, the advance payment guarantee shall be executed by the Contractor in accordance with Annex 3 to the Contract
	7. The Contractor shall submit invoices to the Employer electronically, in Latvian or English, in accordance with the payment procedures and amounts set out in Clause 2.4 or 2.5 of the Contract.
	8. Payments shall be made in EUR by transfer to the Contractor's nominated current account on the basis of an invoice issued by the Contractor.
	9. Payment shall be deemed to have been made when the Customer has made a transfer to the Contractor's invoiced current account.
	10. The total amount of the contract is fixed and cannot be changed during the performance of the contract, including due to exchange rates, price inflation or other factors affecting costs.
1. **Arrangements for the organization, execution and acceptance of works**
	1. The Contractor shall commence and complete the Works within 12 (twelve) months of the date of signature of the Agreement and fulfilment of the condition referred to in Clause 1.2 of the Agreement, in accordance with the Schedule for the execution of the Works (Annex 2).
	2. The Contractor undertakes to provide the Employer with a third party liability insurance policy covering the total amount of the contract as specified in Clause 2.1 within three working days of the signature of the contract
	3. A public liability insurance policy should cover the following risks:
		1. Damage to the property of the Customer or third parties;
		2. Damage to the health or life of the Customer or third parties;
		3. Damage arising from the acts or omissions of the Contractor during the performance of the Contract.
	4. The civil liability insurance policy shall be valid for the duration of the Contract and for a period of not less than 30 (thirty) calendar days after the date of signature of the Acceptance and Handing-over Certificate.
	5. The Contractor shall, not later than three working days before the commencement of the Works in the territory of the Customer, inform the Customer in writing of the commencement of the Works and provide a list of the employees who will be participating in the Works in the territory of the Customer.
	6. If during the course of the Works the Contractor needs to make changes to the process of the Works, the specific Works shall be suspended until such changes have been agreed with the Employer. Changes to the timetable for the execution of the Works shall be permitted only with the prior written consent of the Employer.
	7. If, at the time of acceptance of the Work, the Client finds that the Work has not been performed in accordance with the provisions of the Contract, the Client shall not sign the Acceptance Certificate and shall inform the Contractor in writing of the deficiencies or defects found at the time of acceptance of the Work and the Parties' authorized persons shall agree in writing on the procedure, manner and time for remedying the deficiencies or defects.
	8. The acceptance and handover deed shall be signed no later than five working days from the date of receipt and only after the Works have been fully completed.
	9. If the Customer has objections to the Work upon acceptance of the Work, the Customer shall, within three working days, submit to the Contractor in writing a claim for the deficiencies found.
	10. If the Contractor accepts the Employer's claim, the Parties shall draw up a deficiency report and agree on the procedure and time limits for remedying the deficiencies.
	11. If the Contractor denies the objections raised by the Employer in its complaint, the Contractor shall call in an independent expert to give an opinion on the validity of the objections raised in the complaint. The opinion of the independent expert shall be binding on both Parties. If the Employer's objections are justified, the Contractor shall remedy the deficiencies within three working days. If the Employer's objections are unfounded, the Employer shall bear the costs incurred by the Contractor in calling in the expert.
	12. The Contractor shall be responsible for compliance with the safety, occupational health and fire safety regulations, including the safety, occupational health and fire safety regulations of the Customer's repair center, in the performance of the Works;
	13. The Contractor shall provide temporary storage and be responsible for the preservation of materials and tools brought into the territory of the Customer.
	14. If the Contractor is unable to ensure the quality of the Works, the observance of labor protection and fire safety requirements, or the fulfilment of other conditions specified in the Contract, the Client shall be entitled to suspend the Works until the Contractor has remedied the deficiencies by drawing up a report on the deficiencies and errors made during the performance of the Works.

# Liability of the Parties and Dispute Settlement

* 1. The Parties shall be liable for the due performance of the Contract in accordance with the applicable legislation of the Republic of Latvia.
	2. For failure to perform or improper performance of the Parties' contractual obligations, the Party at fault shall indemnify the other Party for direct damages. The indemnification shall not exempt the Party from further performance of its contractual obligations.
	3. The Parties undertake to pay to the other Party a penalty of 0.5% (zero, comma, five percent) of the amount of the defaulted obligation for each day of delay, but not more than 10% (ten percent) of the amount of the defaulted obligation, if either Party is in default of its obligations under the Contract.
	4. Payment of the liquidated damages shall not exempt the Parties from the performance of their contractual obligations.
	5. If either Party is entitled to claim liquidated damages from the other Party, payments received from the other Party shall be applied first to the principal debt and then to the liquidated damages.
	6. *[ shall apply in the case of an advance payment]* If the Contractor fails to produce the Goods at all and/or in full and/or within the time specified, or has produced Goods of poor quality, the Contractor shall reimburse the Customer in full the advance payments set out in Clause 2.5 of the Agreement within the time specified by the Customer, in accordance with the invoice issued by the Customer. For each day of delay in payment, the Customer may charge the Company a penalty of 0.1% of the amount to be refunded
	7. The Parties represent and warrant that:
		1. comply with the laws and regulations of the Republic of Latvia, the European Union and the United Nations (including laws, regulations, decisions, resolutions), which include and/or relate to the imposition of sanctions and other restrictions on a number of persons, jurisdictions and territories, including but not limited to: Iran, Syria, North Korea, Crimea, North Sudan;
		2. comply with US laws, regulations and/or rules that impose sanctions and other restrictions;
		3. not engage in, terminate or maintain business relationships with persons who violate the legal provisions, sanctions and restrictions set out in Clauses 4.7.1 and 4.7.2.
	8. The Parties undertake to settle any dispute or disagreement that may arise in connection with the Contract or its performance by mutual negotiation. In the event that no agreement is reached, the dispute shall be submitted to the courts of the Republic of Latvia. The obligations under the Contract and their performance shall be governed by and interpreted in accordance with the laws and regulations of the Republic of Latvia.
	9. The Contractor shall not be entitled to subcontract the performance of the Works under the Contract or to assign the obligations arising out of the Contract to third parties without the prior written consent of the Customer.

# Guarantees

* 1. The Contractor warrants that the Works, materials and equipment specified in the Contract comply with the requirements of the Contract and warrants the Works for a period of two years from the date of signature of the Acceptance and Handing-over Certificate.
	2. During the warranty period, if defects are detected, including latent defects, which were not detected at the time of handover of the Works and which are related to poor workmanship, non-compliance of materials or equipment with the requirements of the Contract, a report shall be drawn up on the defects detected and the reasons for their occurrence.
	3. Representatives of both Parties shall be present at the preparation of the record and, if necessary, an independent expert shall be invited. The costs of the expert shall be borne by the Party found to be at fault for the deficiencies.
	4. If the defects are not caused by the action of the Customer or a third party, the act drawn up shall be considered as irrefutable evidence on the basis of which the Contractor undertakes to remedy the defects at his own expense.
	5. The Contractor shall be obliged to remedy any defects or deficiencies caused by his fault at his own expense within the warranty period, within the time limits agreed between the Parties. A separate acceptance certificate shall be drawn up in respect of the defects remedied.
	6. The warranty does not cover defects arising from:
		1. as a result of improper conduct by the Customer or a third party;
		2. Circumstances unrelated to the quality of the Work or the Equipment, such as acts of God, accidents or force majeure.
	7. The Contractor is obliged to remedy the defects within the warranty period without interrupting the operation of the Press, provided that this is possible and does not pose a risk to persons or equipment.
	8. If, during the warranty period, the Contractor fails to cooperate, delays or otherwise fails to fulfil the warranty obligations, including the remedying of defects within a reasonable time, the Purchaser shall have the right:
		1. **give written notice to the Contractor** of the need to comply with the warranty obligations within a specified period, which shall not be less than 10 (ten) working days from the date of dispatch of the notice;
		2. **To engage third parties** to carry out the necessary remedial work if the Contractor fails to respond or to take the necessary action within the time limit;
		3. To pass on to the Contractor the cost of rectifying the deficiencies by means of an invoice corresponding to the actual expenditure and documented with appropriate supporting documents. The Contractor shall pay such invoice within 10 (ten) working days of receipt.
	9. The Parties undertake to enter into a separate agreement for the supply of service and spare parts for the Press for a period of not less than 10 years, three months before the expiry of the Press Warranty.
1. **Force majeure**
	1. The Parties shall not be liable for any failure to perform their obligations under the Contract, in whole or in part, caused by *force* *majeure*.
	2. Force majeure for the purposes of the Contract shall mean exceptional, unforeseeable and unavoidable events beyond the reasonable control of the Parties which render impossible or materially impair the performance of their obligations under the Contract.
	3. Such events include, but are not limited to:
* natural disasters (earthquakes, floods, hurricanes, etc.)
* hostilities, acts of terrorism or riots;
* government orders, embargoes or changes to laws and regulations;
* epidemics, pandemics or other public health threats.
	1. If one of the parties is faced with force majeure, it is obliged to:

6.4.1. immediately, but no later than five working days after the occurrence of the event, inform the other party in writing of:

* + the nature of the event and its impact on the performance of the contract;
	+ the measures taken to mitigate the consequences of the event;
	+ the foreseeable impact on the deadlines for completing the contract.
		1. on request, provide an independent certificate or official document confirming the force majeure.
	1. Obligations affected by a force majeure event are suspended for the duration of the event. The Parties shall mutually agree on an extension of the period of performance of the Contract corresponding to the duration of the delay.
	2. If the Force Majeure event continues for more than 90 (ninety) calendar days and significantly affects the performance of the Contract, either Party shall be entitled to terminate the Contract by giving written notice to the other Party. In such event, neither Party shall be liable for any damages or costs incurred as a result of such termination.
	3. Each Party shall take all reasonable steps to mitigate the adverse effects of force majeure on the performance of the Contract.
	4. The force majeure clause does not apply to:
* financial difficulties or insolvency;
* events which could have been foreseen and avoided by the Parties at the time of conclusion of the Agreement;
* events arising out of the intentional or negligent conduct of a Party.
	1. The interpretation and application of the force majeure clause shall be in accordance with the laws and regulations of the Republic of Latvia and the case law of the European Union.
1. **Privacy**
	1. The terms of the Contract, as well as information relating to the cooperation between the Parties or which has come into the possession of the Parties as a result of the performance of the Contract, shall be considered as business secrets of the Parties and shall not be disclosed to third parties during and after the term of the Contract without the prior written consent of the other Party. This obligation shall not apply to information which is publicly available and information which is disclosable to the relevant public authorities in accordance with applicable law, if it is provided to those authorities.
	2. The other Party undertakes to use the information containing business secrets received by the other Party only for the purpose of fulfilling its obligations under the Agreement, taking into account the commercial interests of the other Party and the obligation of confidentiality.
2. **Duration of the Agreement and procedure for amending, terminating the Agreement**
	1. The Contract shall enter into force upon its signature by both Parties and shall continue until the obligations of the Parties have been fulfilled in full within the time limits set for the execution of the Works (Clause 2.1).
	2. Amendments and/or supplements to the Contract may be made only by mutual written agreement of the Parties. Any oral amendments or supplements shall not be considered binding contractual provisions. All amendments or supplements to shall be in writing, in the form of an agreement, and shall become an integral part of the Contract upon signature by both Parties.
	3. The Client shall be entitled to terminate the Contract unilaterally by giving written notice to the Contractor in any of the following cases:

8.3.1. if the Operator unilaterally increases the Press Price;

8.3.2. if the quality of the Supplier's Press does not comply with the standard, technical specification and/or the terms of the Contract;

8.3.3. Failure to meet the deadlines and volumes for Press deliveries;

8.3.4. if the Contractor fails to lodge the advance payment security in the manner and within the time specified in the Contract;

8.3.5. if the Company has become a tax debtor or if the Company has been declared insolvent, has suspended/terminated/terminated its business activities, has been subject to bankruptcy proceedings, or has been subject to a decision of the competent competition authority finding the Company guilty of a competition law infringement in the form of a horizontal cartel agreement;

8.3.6. if it is impossible to perform the Contract because, during the performance of the Contract, the Contractor is subject to international or national sanctions or sanctions imposed by a Member State of the European Union or the North Atlantic Treaty Organisation which have significant financial and capital market implications.

8.4. The Parties shall be entitled to terminate the Contract early by mutual agreement in writing and to settle any payments and/or obligations which have accrued up to the effective date of termination.

1. **Personal data protection**
	1. The Parties acknowledge that they have been informed that the personal data provided by one of the Parties, if necessary for the performance of the Contract and the execution of the Works, may be processed only in accordance with the subject matter of the Contract, within the scope of the Contract, for the duration of the Contract and only in accordance with the requirements of the applicable law.
	2. The Parties shall ensure that the employees named in the contact person agreement are informed of their right to transfer their contact details in the context of their employment and for the performance of their duties, as well as of their rights as data subjects in accordance with the applicable legal and regulatory provisions on the protection of personal data.
	3. The Parties undertake to ensure a level of protection appropriate under applicable law for personal data submitted by the other Party.
	4. The Parties undertake not to pass on to third parties personal data provided by the other Party. Where such an obligation may arise under applicable law, the Parties shall inform the other Party prior to the transfer of personal data, unless prohibited by applicable law.
	5. Each Party shall be independently liable to the data subject for any breach of the personal data protection and processing rules and, where a Party is found liable, shall satisfy the data subject's claims relating to the personal data breach and its remedy, as well as administrative fines and court-ordered damages relating to the personal data breach.
	6. The Parties undertake to destroy the personal data provided by the other Party as soon as the need to process them ceases.
2. **Other provisions**
	1. By signing the Agreement, the Entrepreneur confirms that he/she has familiarized himself/herself with the Basic Principles of Business Conduct of the Cooperation Partners of Latvijas Dzelzceļš Group (hereinafter - the Basic Principles) published on the Group's website www.ldz.lv, complies with them and undertakes to continue to strictly observe them and to ensure that his/her employees observe them as well.
	2. The Contractor shall immediately inform the Client if a breach of any of the Fundamental Principles is identified and of the measures being taken to resolve the situation and prevent its recurrence in the future. In the event that such information is not provided, but the Procuring Entity becomes aware that the Economic Operator has breached a Guiding Principle, further cooperation will be assessed in the manner and to the extent provided by law.
	3. If, in the course of performance of the Contract, the Contractor has information or reasonably suspects that an employee of the Customer personally or through an intermediary requests, accepts, offers any kind of material values, material or other benefits to any persons with the intention to achieve certain unlawful decisions, unlawful benefits or advantages or to achieve any other selfish purpose for personal, Customer's or any other persons' interests, the Contractor shall immediately inform the Security Directorate of the parent company of the "Latvijas dzelzceļš" Group using the reporting facilities on the Group's website www.ldz.lv. The notification must include information, facts or materials that reliably indicate the activities in question or provide reasonable grounds to suspect such activities. The SJSC "Latvijas dzelzceļš" Group guarantees that the information will be comprehensively and objectively assessed and that no unjustified negative consequences or actions will be taken against the whistleblower, as well as the company he/she represents and its other employees.
	4. The Parties warrant that they have the necessary legal capacity to enter into the Agreement and to assume the obligations and responsibilities set out therein.
	5. The headings of the clauses are for convenience of reference only and cannot be used for the interpretation of the terms of the contract.
	6. In the event that any provision of the Contract is or becomes contrary to law, the Parties will only enforce the provision of the Contract that is in accordance with law, and will replace the contrary provision of the Contract with an analogous provision that is in accordance with law to the extent possible.
	7. The Parties shall promptly notify each other in writing of any change in the particulars by a letter signed by the person of the Party having the right of representation (authorized signatory) in the company.
	8. The Parties agree that any notice, request or other information and communication to be given or required or permitted under this Agreement shall be in writing and shall be deemed to have been given if it:

10.8.1. have been hand-delivered or delivered by a courier or delivery service provider on the date of actual delivery, as evidenced by the other Party's acknowledgement of receipt of the document; or

10.8.2. are sent by registered post to the address of the other Party specified in the particulars of the contract on the seventh day after the date of acceptance of the registered post as shown by the post office stamp; or

10.8.3. if sent by e-mail to the e-mail address of the other Party specified in the contract particulars, on the second working day following that on which it is sent.

10.9. In the cases referred to in Clause 10.8 of the Agreement, if documents are submitted in accordance with the above on a day other than a working day or after normal working hours, they shall be deemed to have been received on the next working day. For the purposes of the Contract, a working day shall mean a day from Monday to Friday, except if the day in question is a holiday or public holiday in accordance with the laws and regulations of the Republic of Latvia.

10.10. The Agreement shall be drawn up in electronic form and signed with a secure electronic signature containing a time stamp. The date of signature of the Agreement shall be the date of the last signed time stamp.

10.11. The Contract shall have the following Annexes, which shall form an integral part thereof:

10.11.1. Annex 1 - Technical Specification;

10.11.2. Annex 2 - Schedule of works;

10.11.3. Annex 3 - Advance Payment and Security for Advance Payment [*if applicable*].

1. **Details of the Parties**

| * 1. **Customer**
 | * 1. **Entrepreneur**
 |
| --- | --- |
| **Limited liability company** **"LDZ rolling stock service"** |  |
| Registration No: 40003788351 | Registration No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Registered office: 21 Vilhelma Purvīša Street, Riga, LV-1050, Latvia | Legal address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Current account LV26RIKO0000084909460 | Current account: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Bank: Luminor Bank AS Latvian branch | Bank: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| SWIFT code: RIKOLV2X | SWIFT code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Phone: +371 67232853 | Phone: +371 \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| E-mail: ldz\_rss@ldz.lv | E-pasts: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Signatures:**

|  |  |
| --- | --- |
| **On behalf of the Customer:** | **On behalf of the host:** |
| Signed with a secure electronic signature | Signed with a secure electronic signature |

Annex 1

202\_. \_\_\_\_.\_\_\_\_\_\_\_\_\_\_

Contract No RSS-\_\_\_\_\_\_\_

TECHNICAL SPECIFICATION

*(information to be completed in accordance with the requirements of the negotiated procedure and the tenderer's tender)*

**On behalf of the host: On behalf of the Client:**

Annex 2

202\_.\_\_\_\_.\_\_\_\_\_\_\_\_\_\_

Contract No RSS-\_\_\_\_\_\_\_

TIMETABLE FOR THE EXECUTION OF THE WORKS

*(information to be completed in accordance with the requirements of the negotiated procedure and the tenderer's tender)*

**On behalf of the host: On behalf of the Client:**

Annex 3

202\_. \_\_\_\_.\_\_\_\_\_\_\_\_\_\_

Contract No RSS-\_\_\_\_\_\_\_

***Advance payment and advance payment security:***

*The Employer may, at the Employer's option and if the Employer has the financial means available, make an advance payment in the amount and within the time specified in the Contract, upon submission by the Employer of an invoice and an advance payment guarantee issued by a credit institution/insurance company in accordance with the specimen form attached hereto.*

PARAUGS

**AVANCE PAYMENT GUARANTEE No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

*[on credit institution/insurance company letterhead]*

**Contract name:** “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_”

**Contract number:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date of issue** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Who:** LDZ ritošā sastāva serviss SIA, single registration No 40003788351, 21 Vilhelma Purvīša Street, Riga, LV - 1547 Latvia, (hereinafter - the Customer).

We, *\_\_\_\_\_\_\_\_\_\_\_\_<Name, Registration No. and Address of Credit Institution/Insurance Company >\_\_\_\_\_\_\_\_\_\_\_\_* (hereinafter referred to as the Guarantor[[9]](#footnote-9) ) are informed that a contract has been made between our client*, <Name, Registration No. and Address of Contractor >* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter referred to as the Operator), and the Purchaser on 20\_\_ \_\_\_\_. \_\_\_\_\_\_\_\_\_\_ has entered into Contract No. \_\_\_\_\_\_\_\_\_ "\_\_\_\_\_\_\_\_\_\_\_\_\_\_" (hereinafter - the Contract), pursuant to Clause 2.5 of the Contract, in order to secure the performance of the obligations of the Contractor who wishes to receive advance payment, the Contractor shall provide the Customer with a Guarantee of Advance Payment (hereinafter - the Guarantee).

Subject to the foregoing, the Guarantor irrevocably undertakes to pay to the Customer any sum or sums requested by the Customer not exceeding a total sum of EUR \_\_\_\_\_ *(<sums in words>)* upon the first written request by the Customer to the Guarantor for payment under the Guarantee specifying the obligations under the Contract which the Contractor has failed to perform.

The Guarantee shall be valid from the date of its issue, the Customer shall be entitled to demand payment and the Guarantor shall be obliged to make payment under the Guarantee from the date of credit of the advance payment to the Contractor's current account No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ opened with a credit institution (*specify details of the credit institution*)\_\_\_\_\_, provided that the information received by the Guarantor in connection with the execution of such remittance enables the Guarantor to identify such remittance on behalf of the Principal, and shall remain in force until the expiry date of the Guarantee -< *year*>.year *<date*>.*<month*>  *(30 days after the scheduled time of delivery of the Goods (including manufacture, supply, installation, training of personnel and commissioning))* when the Employer has received full reimbursement of the amount thereof if the Seller has made a claim under the Warranty.

Any request by the Customer shall be submitted to the Warrantor no later than the expiry date of the Warranty Period. After the expiry of the Warranty Period, the Warranty shall be null and void, whether or not the original Warranty is returned to the Warrantor. The Customer's written request shall be addressed to the Warrantor at the address specified in the Warranty. The signature of the person signing the request must be notarised or the request must be made through the Customer's service bank, which shall certify the identity of the signatories and their authority to sign on behalf of the Customer.

Upon notification by the Employer of the reduction of the Guarantee Amount and the submission of a copy of the Interim Payment Confirmation, the Guarantor shall promptly amend the Guarantee to reduce the Guarantor's liability by the amount of the advance payment reimbursed and submit the amended Guarantee to the Contractor.

The Guarantor is informed that, if necessary, the Customer may request the Company to extend the expiry date of the Guarantee if the obligations under the Contract have not been fulfilled by the expiry date of the Guarantee.

The Uniform Rules for Demand Guarantees of the ICC (2010 version, International Chamber of Commerce Publication No.758) shall apply to the Guarantee, and the laws of the Republic of Latvia shall apply to matters not governed by the aforementioned Rules. Any dispute between the Guarantor and the Customer relating to this Guarantee shall be subject to the jurisdiction of the courts of the Republic of Latvia.

The original of the guarantee shall be submitted to the Customer.

\_\_\_< *Signatures of authorized representatives of* ***the*** *Guarantors>*

*\_\_\_<First name, Last name, title>\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*\_\_\_<datums> \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

1. *Given that, in accordance with clause 5.2.5 of the T&C, the Commission is entitled to offer all tenderers who have submitted tenders in conformity with the requirements of the T&C a reduction in their tender price before deciding on the outcome of the negotiated procedure, information on the prices fixed at the opening of tenders and the suppliers who submitted tenders will be sent, upon request (to the e-mail address indicated in clause 1.3 of the T&C), to the contact person of the contracting authority as soon as possible, but at the latest together with the announcement of the outcome of the negotiated procedure (see also in addition clause 7.6 of the T&C).*  [↑](#footnote-ref-1)
2. *The organization shall:*

*1. both domestic and international rail transport, rail maintenance services, including both passenger and freight services, and is responsible for different track systems and train types;*

*2. working on rail networks that cover large geographical areas, including several countries or regions;*

*3. maintenance, renewal or upgrading of railway infrastructure using high-end equipment such as automated maintenance equipment, automated track monitoring systems, etc.* [↑](#footnote-ref-2)
3. *The Client will check and verify, using public databases and publicly available information, that the tenderer (the named person) is not subject to the exclusion clause 3.1. The Commission shall be entitled to require the tenderer at any time to submit up-to-date documents issued by competent authorities certifying that the tenderer is not subject to any of the mandatory exclusion clauses referred to in point 3.1, in particular where the information cannot be verified in publicly accessible databases.*

*A foreign tenderer may, in order to fulfil the requirements for the submission of documents set out in the Tender dossier, submit equivalent documents to those referred to in point 1.8.6, issued in accordance with the relevant laws or practices of its country of registration, which correspond most closely to the relevant documents of the Republic of Latvia and which certify that it is not excluded under point 3.1 of the Tender dossier.* [↑](#footnote-ref-3)
4. *There is no face-to-face participation of applicants.* [↑](#footnote-ref-4)
5. *Meetings are not open to the public - suppliers' representatives do not attend. Given that, in accordance with point 4.2.5 of the Regulations, the Commission is entitled, before deciding on the outcome of the negotiated procedure, to offer all tenderers who have submitted tenders in conformity with the requirements of the Regulations a reduction in their tender price, information on the prices fixed at the opening of the re-tenders and/or the financial tenders and the prices fixed at the opening of the re-tenders and/or the financial tenders shall be communicated to the suppliers who submitted re-tenders and/or financial tenders on request (addressed to: 1.3) will be sent as soon as possible, but at the latest together with the announcement of the results of  the negotiated procedure (see also additional point 7.1 of the Statute).*  [↑](#footnote-ref-5)
6. *If the application to take part in a negotiated procedure is signed by the tenderer's authorized signatory, the tender must be accompanied by a power of attorney drawn up in accordance with the requirements of the negotiated procedure.* [↑](#footnote-ref-6)
7. *The information is to be provided from the annual report prepared in accordance with the regulatory framework of the Annual Report Law. If the information required in the annual report is not yet available, the most recent up-to-date calculations shall be provided, clearly indicating the calculated figures. Figures in all columns must be calculated using the same methodology so that an accurate year-on-year comparison can be made (if the methodology has been changed, an explanation of the change must be provided below the table). The financial turnover information must be provided for the last three (3) financial years from the annual profit or loss account submitted to the National Revenue Service or, to the extent that information on this turnover is available, if the tenderer started its economic activity later.* [↑](#footnote-ref-7)
8. A transcript of the total amount of the Contract is set out in Annex 1 to the Contract. [↑](#footnote-ref-8)
9. In the event that the advance payment guarantee is issued by an insurance company, the advance payment security (guarantee) shall be subject to the provisions of the Latvian Civil Code on suretyship. [↑](#footnote-ref-9)