**APPROVED**

By Tender Committee

Chairman E.Vidriks

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September\_\_\_, 2016

Purchase Carried out in Accordance with the Public Purchase Law Article 8.2

**„About Taser X26 Electric Shock Pistol Cassette Purchase”**

 (purchase identification No RPP 2016/35)

INSTRUCTION

1. GENERAL INFORMATION
	1. **Customer** – Riga Municipal Police carrying out the Purchase „About Taser X26 Electric Shock Pistol Cassette Purchase”(hereinfater – Purchase).
		1. Legal address 12a Lomonosova street, Riga, LV-1019, Latvia.
		2. Telephone 00371 67037803, fax 00371 67037895.
		3. Profile address on the Internet <http://rpp.riga.lv> (hereinafter – Internet site).
		4. Working hours from Monday to Friday– from 8:30 to 17:00, (lunch break from 12:00 to 12:30). On the eve of red calendar days the working time is shortened for two hours.
	2. **Contact person** handling organizational information: Riga Municipal Police Legal Department deputy senior legal advisor Ilze Meilus-Lūse, tel. 67037893, e-mail Ilze.Meilus@riga.lv.
	3. **Access to Purchase Documents** :Purchase documents (Instruction with enclosures(hereinafter – Instruction) have a free and direct electronic access on the Internet site.If an interested supplier requests the hard copy of the Instruction , the Customer hands it out to the interested supplier within three working days after having received the request on condition that the request to hand out the Instruction has been received in time before the offer submission time has expired.
	4. **Providing additional information**:
		1. If an interested supplier has timely requested additional information regarding the demands included in the Purchase documents referring to the preparation of the Quote and its submission or regarding the selection of the Bidders, the Customer provides it in the shortest possible time but not later than 3 ( three) days before the end of the Quote submitting time.
		2. The Customer sends Additional information to the supplier who has asked a question and simultaneously installs the info on the Internet site, indicating also the question.
	5. **Submitting Quotes**:
		1. An interested supplier may submit his/her Quote in person or by mail, starting from the Purchase announcement day **to 10 o’clock on October 11, 2016**.The receiving time is considered to be the moment when the Customer has received the Quote at the address indicated in point 1.1.1.
		2. Any Quote submitted after the end of the submission time is not considered by the Customer .
		3. The Bider covers the costs associated with the preparation and submitting the Quote.
	6. **Requirements for Quote formulation and submission:**
		1. Quotes are submitted in 1(one )copy in Latvian or English according to the requirements of Point 1.6. and consist of the following parts:
			1. Bidder’s selection documents;
			2. Technical specification- financial quote;
		2. Quote is submitted in a sealed and stamped envelope where the following is indicated :

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| Riga Municipal Police12a Lomonosova street Room 27 Riga, LV-1019, Latvia/Bidder’s name,legal address,telephone/Quote for Purchase**„About Taser X26 Electric Shock Pistol Cassette Purchase”**,Identification No RPP 2016/35.**Don’t open until the end of the submission time.** |

* + 1. Bidder compiles the written Quote so that it is impossible to separate the documents. The set of the pages must be numbered and match the List of Contents. The back of the last page must have the paper fixed over the sewing thread used for fixing the set of pages together,the paper must carry the total number of pages in the set,the name of the place of Confirmation and its date as well the Bidder’s or his/her authorized person’s signature and it must be deciphered.
		2. Bidder registered in Latvia or living in Latvia prepares the Bidding documents in Latvian,Bidders registered abroad or living abroad can prepare the documents in English due to State Language Law Article 10, part four.
		3. Bidder’s Quote must be signed by the Bidder or his/her authorized person. If the Quote is signed by an authorized person,the Authorization( its copy) must be enclosed.
		4. Bidder registered or living in Latvia in case if a document is prepared in a foreign language, adds a verified translation in Latvian due to the Ministry Cabinet rules from August 22, 2002 No.291 “Procedure of Verification of Document Translations in the State Language”. The verification means the following to be written: “TULKOJUMS PAREIZS” (“The Translation is Correct”); translator’s name, surnme and personal code ; translator’s signature; the place and date of verification. Bidders registered abroad or living abroad submit document translation in English or in Latvian.
		5. Submitting a Quote, the Bidder has the rights to verify all derivatives of the documents, including copies and translations with one verifiction in case all the documents are sewn together or fixed together with a rope. If the Purchase Committee starts doubting about the submitted documents being authentic,they ask the Bidder to show the original of the document or ask him/her to submit a legally verified copy.with “Copy “written on its upper right corner and “Copy is correct”writen at the end of the document;the person who has verified must indicate his/her position in full; name, surname and signature.
		6. The documents included in the Quote must be legible and without any not confirmed corrections. In cases when the Purchase Committee finds contradictions between numbers expressed in words or in figures,they take into consideration number values described in words.
1. **INFORMATION ON THE SUBJECT OF THE PURCHASE**
	1. **Description of the Purchase Subject**:
		1. The Subject of the Purchase is Electric Shock Pistol Taser X26 Casettes as per the Technical specification – financial offer(Enclosure No 1 to the Instruction)
		2. CPV code:35200000-6 (Police equipment, service category – goods).
		3. Estimated contract price – EUR 14380,10 (fourteen thousand three hundred and eighty EUR,10 cents) excluding the VAT;
		4. The Purchase Subject is not divided into parts.
		5. Estimated Purchase amount is 300 (three hundred) Taser X26 Electric Shock Pistol Cassettes.. The amount of the Purchase can change depending on the price offered for one unit but not exceeding the planned contract total sum. (Instruction point 2.1.3. ).
		6. Bidder may submit one Quote for the whole Purchase subject amount.
		7. Bidder may not submit Quote variants.
		8. Purchase contract will be made in the result of the Purchase.
	2. Time and Place of Carrying out the Contract:
		1. Estimated time frame of the contract:until complete fulfilment of the contracted duties.
		2. Place of contract fulfilment – Riga, NUTS code: LV006.
2. **CHECKING THE BIDDER AGAINST THE RULES OF BEING EXCLUDED**

3.1.1.Customer excludes the Bidder from participating in the Tender in any of the following cases:

3.1.1.1..Bidder’s insolvency process has been declared (except if recovery or any other measures are applied during the insolvency process aiming at prevention of the debtor’s potential bankruptcy and recovery of its financial solvency),discontinued or suspended economic activity, legal proceedings have been initiated regarding the bankruptcy of the Bidder and the Bidder is in liquidation process;

3.1.1.2.taking into consideration the State Revenue Service public data base last tax debt updating date, it has been stated that the Bidder on the day when the announcement about the planned purchase contract has been published on the Purchase Control Bearau home page, or on the day when the decision about the possible awarding of the contract rights has been taken, in Latvia or the state where the Bidder has been registered, or where it has its place of residence, has tax debts, including compulsory state social insurance debts which in total amount in any of the states exceed 150 EUR;

3.1.1.3.refers to the Bidder’s indicated person whose abilities he/she relies on in order to confirm that his/hers qualifications match the demands set in the Purchase documents as well as to the memeber of a Partnership in case the Bidder is a Partnership, the terms mentioned in the points of Instruction 3.1.1.1. and 3.1.1.2. are compulsory.

3.1.2.the Purchase Committee checks the following in order to be sure if the Bidder is to be excluded from participation in the Purchase according to the circumstances mentioned in point 3.1.1. of the Instruction:

3.1.2.1.refering to a Bidder registered or living in Latvia and a person mentioned in point 3.1.1.3. of the Instruction , using the Ministry Cabinet information system, gets information as per procedure determined by the Ministry Cabinet :

3.1.2.1.1 about the facts mentioned in the Instruction point 3.1.1.1. –from the Enterprise Register

3.1.2.1.2.about Instruction points 3.1.1.2. mentioned fact – from the State Revenue Service. The Customer has the rights to get the information from the State Revenue Service without Bidder’s and person’s mentioned in point 3.1.1.3. of the Instruction agreement.

3.1.2.2.what refers to a Bidder registrated in a foreign country or living abroad and person mentioned in point 3.1.1.3. it is required to submit the appropriate establishment inquiry confirming that points mentioned in the Instruction 3.1.1. do not refer to the Bidder and person mentioned in point 3.1.1.3. The Customer sets the time for submitting the inquiry not shorter than 10 working days after handing out or sending the request. In case the Bidder does not submit the inquiry in time, the Customer excludes him from participation in the Tender.

*A Bidder registrated in a foreign country or living abroad* *has the rights to enclose appropriate establishment issued inquiries verifying that the Instruction point 3.1.1. does not refer to the Bidder and person mentioned in the point of the Instruction 3.1.1.3. exclosure cases. The inquiry regarding Instruction points 3.1.1.2.terms of exclosure if it is allowed in the legislation of the state involved must cover the period that includes the day when the announcement about the planned contract is published in Purchase Bureau home page and the day when the decision about possible signing of contract is planned. In case when the involved state legislation includes a possibility to receive the inquiry only about the previous period, a foreign Bidder or a person living abroad adds an explanation about the fact.*

3.1.3.Depending on the check-up results arising from the Instruction point 3.1.2.1.2. the Purchase Committee :

3.1.3.1 does not exclude the Bidder from participation in the Purchase if they find out that due to the information in the Ministry Cabinet determined information system the Bidder and the person mentioned in point 3.1.1.3. of the Instruction does not have a tax debt including state social insurance  obligatory payment debts that in total do not exceed 150 *euro*;

3.1.3.2. .informs the Bidder that due to State Revenue Service public tax debtors data base the latest update information it has been stated that it or the person mentioned in the Instruction point 3.1.1.3. on the day when the announcement about the planned purchase contract has been published in Purchase Control Bureau home page, or on the day when the decision has been taken as to possible awarding of the contract rights, he/she has tax debts which in total exceed 150 EUR including compulsory social insurance payment debts, and sets the time — 10 days after handing out or sending the information — for submitting the approval. Bidder in order to prove that it and the person mentioned point 3.1.1. of the Instruction did not have the tax debt, including obligatory state social insurance payment debt which in total does not exceed 150 EUR submits the person’s or auhorized person’s verified printout from the State Revenue Service electronic declaration system about the fact that the person did not have tax debt including the compulsory state social insurance payment debt that in total exceeds 150 EUR. If the above mentioned approval has not been submitted within the time determined the Customer excludes the Bidder from participation in the Purchase.

3.1.4.The Customer carries out the check-up of the exclusion terms only regarding the Bidder that could be awarded the contractor’s rights due to the existing terms and criteria.

1. **CRITERIA FOR BIDDERS’ SELECTION AND DOCUMENTS TO BE SUBMITTED**

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| **NO** | **CRITERIA** | **Document(s) to be submitted** |
| 4.1. | Bidder is registered in the Commerce Register or a similar economic activity register abroad due to the requirements of the state legislative acts | **1.** Concerning Latvia state Bidders ,Tender Committe will verify the registrtion fact in public data bases.**2.** Bidders registered abroad have to submit a document which confirms the registration fact..If the Quote is submitted by unity of Bidders,this demand applies to ech member of the unity. |
| 4.2. | Bidder confirms that it is properly registered according to its residentail state legislation demands and/or it has all the necessary licences ,certificates that give the rights to do commercial activity regarding sales and delivery ( appropriate to the Purchase Subject). | Bidder submits the filled –in Confirmation (Enclosure 2) |
| 4.3. | In case the Bidder quotes a product that is an equivalent, he/she submits |
|  4.3.1. the product producers’ confirmation adding the technical documentation which verifies that the product quoted is the **equivalent to** Taser X26 cassettes matching the demands set in the technical specification-financial offer . | Bidder submits the producer’s confirmation enclosing the technical documentation. |
| 4.3.2. confirmation that as the result of using the equivalent product the electrick shock pistol Taser X26 will not be damaged and the 2 year guarantee will also be applied to cassettes operated together with the Taser X26 electric shock pistols.  | Bidder submits a filled-in confirmation ( Enclosure 3) |

1. **DOCUMENTS TO BE INCLUDED IN THE QUOTE**
	1. Document that confirms the rights to sign of the person who represents the Bidder if only these rights are not seen in the Enterprise Register data.
	2. **Bidders selection documents:** determind in point 4 of the Instruction .
	3. **Technical-financial quote**: Bidder submits the filled-in and signed Enclosure 1
2. QUOTE EVALUATION
	1. **Step 1 – Set up of the Quote**: Checked according to Instruction 1.6. demands.
	2. **Step 2 – Bidder’s selection**:Checking fulfilment of the demands set in Instruction point 4. and documentation. The Customer may request the Bidder to submit verified copies or or show the originals of documents mentioned in Confirmation (Enclosure 2)

( licences, certificates, registration certificates) .

* 1. **Step 3 – Technical specification- finacial quote** Checking the fulfilment of demands set in point 5.3. of the Instruction
	2. Evaluating Financial Quotes the Tender Committee will check mathematical mistakes. In case the Tender Committee finds mathematical mistakes it will correct them and will take them into consideration in the further evaluation process. The Customer will inform the Bidder for the correction of mistakes and the corrected Quote sum.
	3. The rights to sign the Contract will be awarded to the Bidder who complies with all the demands set in the Purchase and has submitted the Quote of the **lowest price** for one unit of the electric shock pistol cassette .
	4. In case the prices quoted in point 6.5. of the Instruction are equal, the Tender Committee will give preferance to the Bidder whose Quote will have a shorter delivery time (technical – finacial specification quote point 3.1.).
	5. The Customer is going to inform all the Bidders about the Tender Committee decision within 3 (three) working days
1. **PURCHASE CONTRACT**
	1. Based on the Bidder’s Quote the Customer signs the Purchase contract with the Bidder chosen by the Tendcr Committee ( hereinfafter –Supplier).
	2. Payment for the delivery of Goods will be carried out due to the accounting documents which the Supplier submits to the Customer. The Customer checks the match of sum indicated in the accounting documents as appropriate to the Contarct terms and the goods received in fact, and makes the payment transferring the matching sum into the Supplier’s bank account within 30 (thirty) days from the day of receiving the goods and the accounting document (hereinafter-electronic invoice).
	3. Supplier prepares the electronic invoice due to the format required by Riga Municipality portal [www.eriga.lv](http://www.eriga.lv), part „Submitting invoices”
	4. The Supplier submits the electronic invoices chosing one of the invoice delivery channels: makes a programme for excahnanging data between the Supplier accounting system and the municipality united information system; uploads the invoice files to municipality portal [www.eriga.lv](http://www.eriga.lv) according to the given description about the electronic invoice format and delivery; uses Web forms for manual input in the system
	5. Electronic invoice submitted appropriate to the procedure determined by the Contract provides the authentic features and its integrity with the contents.
	6. Contractors (parties ) agree that the payment date of the eelectronic invoice is considered to be the day when the Supplier has received the quality goods and due to the municipal portal [www.eriga.lv](http://www.eriga.lv) section „Invoice Submission” determined information about the electronic invoice format, has submitted the electronic invoice, filled in correctly, due to the terms contracted and the Customer has accepted it for payment.
	7. Suplier has the duty to follow the status of the electronic invoice in the municipality portal [www.eriga.lv](http://www.eriga.lv)
	8. If the Supplier has submitted an incorrectly filled in /or not matching electronic invoice to the demansd of the contract, The Customer does not accept this electronic invoice.The Supplier has the duty to submit the electronic invoice repeatedly and correctly matching the Contract terms In such a situation the payment for the electronic invoice is counted from the day when the Supplier has submitted the repeated electronic invoice.
	9. In case the delivery of the goods has been delayed the Supplier pays the Customer the contracted penalty (decreases the sum of the invoice) for 0,5% (point five per cent) from the invoice sum for each delayed day but no more than 10 % of the invoice sum.
	10. In case the payment has been delayed the Customer pays the Supplier penalty of 0,5% (point five per cent) of the invoice sum for each delayed day but no more than 10 % of the invoice sum.
	11. The Customer has the rights to break the Contract at any time from his side if it finds out that the delivery of the goods does not match the techniacl-financial specification terms and the terms of the Contract..
	12. In case if the Supplier cannot submit accounting documents due to the point 7.4. of the Instruction, the Supplier submits the originals of the accounting to the Customer upon delivering the goods, the documents must have the position “Signature”. The Customer checks the sums indicated in the accounting documents as matching to the Contract terms and the goods delivered in fact and makes the payment transferring the sum into the Supplier’s bank account within 30 (thirty) days from the day of receiving the goods and the accounting documents.

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Enclosures:

1. Technical specification - financial quote (Enclosure 1);
2. Confirmation about the presence of the appropriate documents (Enclosure 2);
3. Confirmation about the product (Enclosure 3).

 Enclosure 1

*To the Instruction of Purcahse No RPP 2016/35”*

**Technical Specification- Financial Offer**

**To Purchase „About Taser X26 Electric Shock Pistol Cassettes”**

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| Requirements |
| Special means – electric shock pistol Taser X26 changable cassette with probes, connecting wires and a container of compressed gas must comply with the below mentioned technical parameters and performance |
| **1. Electric shock pistol cassette technical paramaters:** |
| 1.1 Shot distance from the cassette **–** not less than 6.4 m (2 ft) but not more than 7.6 m(25ft) |
| 1.2.Length of electrodes ( darts to be shot) **-** not less than 13 mm |
| 1.3.Range of working temperatures **–** within **-**20°C to +45°C |
| **2. Electric shock pistol cassette performance:** |
| 2.1. Cassette material **–** polymer with metallic materials |
| 2.2. Cassette front cover plate marking-the marking can change depending on the producer’sdetermined colour to mark the shot distance |
| 2.3. Cassettes must match the electroshock pistol Taser X26 producer’s demands in relation to the cassette determined for the model mentioned not violating the patent rights. |
| The Bidder offering an equivavlent product must submit the cassette producer’s confirmation and technical documents confirming that the cassette is **equivalent** to Taser X26 produced cassette. |
| 2.4.The Cassette has to contain printed paper or other material pieces with Cassette serie number which have to fly out after the shot marking the place the Electric Shock Pistol has been used. |
| 2.5. Guarantee – 2 years |
|  **3. Other requirements:** |
|  3.1. Exchanging a non-quality item to a quality item within 30 (thirty) days |
|  **4. Bidder’s quote** ( taking into consideration the demands set in the Technical specifuication-financial quote) |  |
| **4.1.**Producer of the Cassette \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| **4.2.**Shot distance from the cassette \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ m |  |
| **4.3.**1 ( one ) electric shock cassette price EUR without VAT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| **4.4.**Delivery time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ days.Suplier has to deliver the product not later than within 45 days of being awarded the contract |  |

\*Evaluation criteria

Prices to be indicated in ***euro (*EUR) with 2 digits after the point.**

1.The price includes all the costs associated with the delivery, including administrative costs, transport costs, all kinds of communication costs in order to secure the fulfilment of the Contract completely, in the contracted time and in good quality. Additional costs will not be accepted during the contracted time.

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| **Bidder’s Information** |
| Bidder’s name: |  |
| Registration number and date: |  |
| Legal address: |  |
| Postal address: |  |
| Telephone: |  | Fax: |
| E-mail address: |  |
|  |
| **Financial data** |
| Bank name: |  |
| Bank code |  |
| Account number: |  |
|  |
| **Information about the Bidder’s contact person ( responsible person):** |
| Name, surname: |  |
| Position: |  |
| Telephone: |  | Fax: |
| E-mail adddress: |  |

 2.The price also includes all the taxes ( except for the value added tax) and fees as well as all possible risks associated with market price flactuations within the planned contracted time.

With submitting the Technical specification- financial quote :

1.We apply for participation in the Purchase „About the Taser X26 electric shock pistol cassette purchase”, purchase identification No RPP 2016/35.

2.We confirm that we have read the Purchase Instruction, including the Technical specification- finacial quote and we agree with all the requirements mentioned there, they are clear and understandable, we have no objections and complaints about them.

3.We confirm that we have enough of resources in order to secure the delivery in the amount required by this Purchase in the appropriate quality and time.

4.With this we confirm that all the information submitted is correct.

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| *Bidder’s legal or authorized representative’s position ,name, surname and signature.* |

Enclosure 2

To Instruction of the Purchase N0. RPP 2016/35

**CONFIRMATION**

about the presence of the appropriate documents

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Bidder’s name)* confirms that it is registered according to the legislation of its registration state or residential state and /or it has all the necessary licences, certificates which give the rights to do commercial activity selling and delivering the goods (appropriate to the Purchase subject).

□ licence \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (issued by, date of issue, number).

□ certificate \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (issued by, date of issue, number).

□ registration verifying document \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (issued by, date of issue, number).

*\*Kind of document to be marked by X.*

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| *Bidder’s legal or authorized representative’s position, name,surname and signature* |

Enclosure 3

To the Instruction for Purchase No. RPP 2016/35

**CONFIRMATION**

about the product

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Bidder’s name)* confirms that the product offered by its producer, \_\_\_\_\_\_\_\_\_\_\_\_\_\_(*producer’s name*) product \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*product name*), which is an equivalent to Taser X26 cassettes will not cause damage to Taser X26 electric shock pistol as the result of its performance and the 2 year guarantee will also be applied to cassettes operated together with the Taser X26 electric shock pistols.

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| *Bidder’s legal or authorized representative’s position,bane, surname and signature* |