

APPROVED

Latvian Institute of Organic Synthesis

Procurement Commission

Meeting of 28 April, 2015

Minutes No. 2015/24 – 01

**APP LATVIAN INSTITUTE OF ORGANIC SYNTHESIS**

**Open Competition**

**“Supply of various equipment for research in pharmacology to the Latvian Institute of Organic Synthesis as part of ERDF Project “Development of the Scientific Infrastructure of a Pharmaceutical and Biomedical Research Centre of National Significance”**

**Regulations**

**Procurement identification number**

OSI 2015/24 AK ERAF

Riga

2015

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**CHAPTER I**

# DIRECTIONS FOR THE TENDERERS

## GENERAL INFORMATION

* 1. **Procurement Identification Number**

OSI 2015/24 AK ERAF

CPV code: Main subject: 38000000-5. Additional subjects: 38545000-7; 38430000-8; 30214000-2; 32333200-8; 32341000-5; 48461000-7.

* 1. **Contracting Authority**

|  |  |
| --- | --- |
| **Name of the contracting authority** | APP Latvian Institute of Organic Synthesis |
| **Address** | Aizkraukles iela 21, Riga, LV -1006, Latvia |
| **Registration No.** | LV90002111653 |
| **Bank account No.** | LV41UNLA0001001609845 |
| **Contact person** | Artūrs Aksjonovs |
| **Telephone No.** | +371 67014884 |
| **Fax No.** | +371 67014813 |
| **Email address** | [arturs@osi.lv](mailto:arturs@osi.lv) |
| **Working hours** | From 9.00 to 17.00 |

* 1. **Receipt of the Open Competition Regulations**

The **Open Competition Regulations** may be downloaded from the Contracting Authority’s website at http://www.osi.lv.

Should the interested supplier request a hard copy of the procurement documents, the Contracting Authority will issue the Regulations within three business days after receipt of an application for such documents, on the condition that the application for the documents has been submitted in due time prior to the tender submission deadline.

* 1. **Method of Procurement**

The method of procurement shall be an open competition (hereinafter referred to as the Competition) organised in line with the Public Procurement Law.

* 1. **Submission and Opening of Tenders**
     1. Tenders shall be submitted in one sealed, stamped and signed envelope. If the tender is not arranged according to the abovementioned requirements, it will be returned to the Tenderer without the registration thereof.
     2. Place and procedure of submission of the tender:
        1. The tender shall be submitted at the Latvian Institute of Organic Synthesis, Room 245, 2nd Floor, Aizkraukles iela 21, Riga.
        2. **The tenders may be submitted** on weekdays, from 9:00 to 17:00, **by 14:00 hours, 17 June, 2015.**

Tenders that are not submitted in line with the specified procedure and that are not arranged so that the information contained in the tender is not accessible until the opening of the tenders, or tenders received after the specified submission deadline will not be reviewed and will be returned to the applicant. Upon submission of the tender the Tenderer may request confirmation of the acceptance of the tender (with a statement of the time of acceptance of the tender).

* + 1. **The tenders are opened at 14:00 hours, on 17 June 2015,** at Aizkraukles iela 21, Riga, in the meeting room on the 2nd floor. All interested parties may participate in the opening of the Competition tenders, by producing a personal identification document. The names and positions of all participants are entered in the register of participants of the tender opening meeting.
    2. Tenderers may withdraw a submitted tender or make corrections to a submitted tender before the deadline indicated in Clause 1.5.2.2 of the Regulations.
  1. **Validity of the Tender**
     1. The tender submitted by the Tenderer shall be valid, i.e. binding on the applicant thereof until entering into the procurement contract. The tender of the Tenderer to whom the contract is awarded becomes an integral part to the contract.
     2. The Tenderer shall not change the content and price of its tender in the tender validity term.
  2. **Tender Security**

No tender security is required.

* 1. **Arrangement of the Tender**
     1. The competition tender, documents and correspondence related to the Competition proceedings between the Contracting Authority and the Tenderer shall be in Latvian or in English, if the Tenderer’s company is registered outside Latvia and has no possibility to prepare the documents in Latvian.
     2. The tender shall be submitted in a sealed, stamped and signed envelope on which the following shall be indicated:
        1. Name and address of the Contracting Authority;
        2. Name and address of the Tenderer;
        3. The following note:

**“Supply of various equipment for research in pharmacology to the Latvian Institute of Organic Synthesis as part of ERDF Project “Development of the Scientific Infrastructure of a Pharmaceutical and Biomedical Research Centre of National Significance”**

Procurement identification No**.:** **OSI 2015/24 AK ERAF**

Do not open before the tenders opening meeting.”

* + 1. The tender consists of three parts:
       1. The application for participation in the Competition with the enclosed Tenderer’s selection documents;
       2. The technical tender;
       3. The financial tender.
    2. The tender shall be bound (stitched together), the tender pages shall be enumerated and correspond to the enclosed Table of Content. Each part of the tender documents shall be respectively titled “Application for Participation in the Tender”, “Technical Tender” and “Financial Tender”.
    3. The Tenderer shall submit one original and one copy of the tender. The words “ORIGINAL” and “COPY” shall be indicated on the original and the copy of the tender respectively. The original tender and all copies thereof shall be placed in the envelope indicated in Clause 1.8.2.
    4. The Tenderer shall also submit an electronic version of the tender in an optical data carrier (a CD or DVD). It is mandatory that the electronic tender shall contain the parts “Technical Tender” and “Financial Tender”, while it is not mandatory to include the part indicated in Clause 1.8.3.1. The data carrier with the electronic version of the tender shall be placed in the envelope indicated in Clause 1.8.2.

The file of the electronic version of the tender shall correspond to the following conditions:

* + - 1. The file of the electronic version of the tender shall be in a format that supports text search according to a text fragment. The file shall not be in the format of successively scanned tender images.
      2. It is preferable to submit the file in a format that is compatible with MS Office application software; where the Tenderer is unable to ensure such a possibility he may choose any other popular and/or freely publicly available file format.
    1. The documents included in the tender shall be legible and without corrections, but should there be any corrections such shall be confirmed by the signature of the authorised representative.
    2. The tender shall be signed by the chief executive of the Tenderer or a person authorised thereof.
    3. The Tenderer shall submit a signed tender. If the tender is submitted by a group of persons the tender shall be signed by all persons who are part of the group of persons.
    4. If the tender is submitted by a group of persons or a partnership, the person who represents the respective group of persons or partnership and is authorised to sign the documents related to the Competition shall be indicated in the tender.
    5. For the purpose of submission of the tender or the application the candidate or the tenderer may certify the authenticity of all derived documents and translations with a single certification, provided the entire tender or application is bound or stitched together.
    6. The Tenderers may receive back their submitted tenders before the tender submission deadline if the Tenderer wishes to withdraw his tender or change the content thereof; as well as in the case indicated in Paragraph 41 Section 55 of the Public Procurement Law.
    7. The procurement documentation is issued to Tenderers free of charge. The Competition Regulations are freely available in electronic format.
  1. **Miscellaneous** 
     1. Should the Tenderer have questions or additional information requests regarding the requirements of the Competition Regulations, technical specifications or the draft procurement contract annexed to the Regulations, such shall be submitted to the Procurement Commission by mail or to the electronic mail address arturs@osi.lv.

Where a written question is received from the Tenderer to the abovementioned email address the Contracting Authority will prepare a written answer as soon as possible but in any case not later than within five days and together with the respective question (without indicating the applicant), publish it on the Contracting Authority’s homepage.

According to Paragraph 4 Section 30 of the Public Procurement Law and with consideration of the fact that the Competition Regulations are freely available in electronic format and the Contracting Authority is unable to detect the range of tenderers who are preparing tenders for the competition, the tenderers are themselves responsible for becoming familiar with the information published on the Procurement Monitoring Bureau’s and/or the Contracting Authority’s homepages and any changes in or adjustments of the Regulations in a timely fashion.

* + 1. Composition of the Procurement Commission:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Name, surname** | **Position** | **Signature** |
| **Chairman of the Commission** | Osvalds Pugovičs | Director |  |
| **Commission Members** | Ivars Kalviņš | Senior Scientist |  |
|  | Dace Kārkle | Deputy Director |  |
|  | Gunārs Duburs | Senior Scientist |  |
|  | Modris Banka | Chief Engineer |  |
| **Secretary** | Artūrs Aksjonovs | Head of the Procurement Department |  |

* + 1. The Procurement Commission was established pursuant to Order No. 1.1. – 2/13 (13.02.2015.)..

## **INFORMATION REGARDING THE SUBJECT OF PROCUREMENT AND CONTRACT**

* 1. **Objective of the Procurement**

The objective of the procurement is to enter into a procurement contract regarding the supply of a various equipment for research in pharmacology to the Latvian Institute of Organic Synthesis as part of ERDF Project “Development of the Scientific Infrastructure of a Pharmaceutical and Biomedical Research Centre of National Significance”, ID No 2011/0045/2DP/2.1.1.3.1./11/IPIA/VIAA/001.

* 1. **Subject of the Procurement**

The subject of the procurement is the supply of a various equipment for research in pharmacology to the Latvian Institute of Organic Synthesis as part of ERDF Project “Development of the Scientific Infrastructure of a Pharmaceutical and Biomedical Research Centre of National Significance”, ID No 2011/0045/2DP/2.1.1.3.1./11/IPIA/VIAA/001, hereinafter referred to as the Equipment Supply.

The supplier shall provide for equipment deliveries in line with the requirements of the Technical Specifications (Chapter II).

* 1. **Number of Tenders**

A Tenderer may submit **one tender for each lot for the entire scope of the lot** according to the Technical Specifications (see Chapter II of the Regulations “Technical Specifications”).

* 1. **Contracting Conditions**

One procurement contract will be entered into for each lot for the entire scope of the lot.

* 1. **The Place of Performance of the Contract**

The place of performance of the Contract shall be Aizkraukles iela 21, Riga, LV-1006, Latvia. The destination for the goods shall be Aizkraukles iela 21, Riga, LV-1006 Latvia, according to INCOTERMS 2000 DDP (*Delivered Duty Paid*).

* 1. **The Term of Performance of the Contract**
     1. The term of performance of the contract shall be 3 (three) months, unless the equipment supply, installation and warranty terms presented in detail in the Technical Specifications provide for a shorter term of contract performance.
     2. Warranty term is at least:
* 2 (two) years – for lots No 1 and 2;
* 3 (three) years – for lots No 3;

from the date of signing Final Acceptance Act.

## TENDERER EXCLUSION PROVISIONS, SELECTION AND QUALIFICATION REQUIREMENTS

* 1. **Provisions of the Tenderer’s Participation in the Tender**
     1. Any person or a group of persons from any country who is registered as provided for by the law and who meets the requirements set forth in the Regulations may participate in the Tender.
  2. **Tenderer Exclusion Provisions**
     1. The Contracting Authority will exclude the tenderer or candidate from participation in the procurement procedure pursuant to Section 391 of the Public Procurement Law.
  3. **Qualification Requirements**
     1. The Tenderer has at least once, supplied goods similar (as regards their functionality and application) to the proposed goods not earlier than within the last three calendar years (years 2012, 2013, 2014 and 2015) for an amount that is not smaller than 1/3 (one third) of the tender value.
     2. The Tenderer can present at least one positive reference from a customer to whom it has delivered similar goods (as regards their functionality and application).
     3. The Tenderer shall provide official statement from the manufacturer of the offered equipment that he is authorized to carry out warranty repairs and maintenance for offered goods.

*Applies to the Suppliers who are not manufacturers of offered to equipment.*

* + 1. The Tenderer shall provide at least one employee (or a specialist to be attracted in the event of the awarding of the contract) who has undergone manufacturer`s training and is qualified to perform the warranty repairs and maintenance for offered goods. If the proposed specialist is not an employee of the company it is necessary to submit an agreement between the Tenderer and the respective person on the participation in the performance of the procurement contract in the event of the awarding thereof.

*Applies to the Suppliers who are not manufacturers of offered to equipment.*

## DOCUMENTS FOR SUBMISSION

* 1. **Tenderer Selection Documents**
     1. Application for participation in the Tender.

The Tenderer’s application for participation in the Competition confirms the Tenderer’s commitment to supply the Goods according to the requirements of the Regulations. The application shall be signed by a person or persons authorised to do so on behalf of the company. The signature of each person shall be transcribed (the full name, surname and positions shall be indicated).

* + 1. The application for participation in the Competition shall be prepared according to the sample enclosed therein. See Sample 1 in Chapter IV of the Regulations.
    2. A copy of the registration certificate issued by the Register of Enterprises of the Republic of Latvia or a similar foreign business registration authority.
    3. If the Tenderer is registered or permanently residing abroad, he shall submit a statement regarding the Tenderer’s officials with the signatory right issued by the business register of the country of registration.
  1. **Tenderer Qualification Documents**
     1. General information regarding the Tenderer according to Sample 4.1 in Chapter IV of the Regulations. All boxes shall be completed.
     2. Where for the confirmation of his qualification the Tenderer relies on other persons, information regarding such persons shall be submitted according to Sample 4.2 in Chapter IV of the Regulations, indicating the person’s name, contact person and a short description of the person’s participation in the performance of the procurement contract. The abovementioned persons shall submit a written statement of their readiness to participate in the performance of the contract.
     3. A statement of at least one case of the supply of goods similar (as regards their functionality and application) to the proposed goods not earlier than within the last three calendar years (years 2012, 2013, 2014 and 2015) for an amount that is not smaller than 1/3 (one third) of the tender value. The following shall be indicated in the statement:
* names of the supplied goods;
* total value of the supplied goods (price);
* types and scopes of services related to the supplied goods;
* names and addresses of the recipients of the supplied goods.
  + 1. At least one positive reference from a customer to whom the Tenderer has delivered similar goods (as regards their functionality and application).
    2. Official statement from the manufacturer of the offered equipment that the Tenderer is authorized to carry out warranty repairs and maintenance for offered goods.

*Applies to the Suppliers who are not manufacturers of offered to equipment.*

* + 1. An official statement by the manufacturer of the offered goods naming at least one employee of the Tenderer (or a specialist to be attracted in the event of the awarding of the contract) who has undergone manufacturer`s training and is qualified to perform the warranty repairs and maintenance for offered goods. If the proposed specialist is not an employee of the company it is necessary to submit an agreement between the Tenderer and the respective person on the participation in the performance of the procurement contract in the event of the awarding thereof.

*Applies to the Suppliers who are not manufacturers of offered to equipment.*

* + 1. Should the Tenderer rely on other persons for confirmation of his qualification, the documents indicated in Clauses 4.2.3. to 4.2.6. shall be submitted by the persons on whose qualification the Tenderer relies in his tender.
  1. **Documents Necessary for the Assessment of the Exclusion Provisions Regarding the Tenderer to whom the Contract should be Awarded**
     1. To verify whether a Tenderer should be excluded from participation in the procurement procedure the Contracting Authority acquires information on the candidate or tenderer by using the information system indicated by the Cabinet of Ministers pursuant to Section 391 of the Public Procurement Law.
     2. To verify whether a Tenderer who is registered or permanently resides abroad should be excluded from participation in the procurement procedure the Contracting Authority requests, pursuant to Section 391 of the Public Procurement Law, that the candidate or the Tenderer submits a statement issued by the competent authority of the relevant country confirming that the provisions of exclusion from the procurement procedure do not apply to the candidate or the Tenderer.
  2. **The Technical Tender**
     1. The technical Tender shall be prepared in line with the requirements of the Technical Specifications (Chapter II). The Tenderer shall prepare the Technical Tender according to Sample 2 of Chapter IV “Samples for Tender Preparation” of the Regulations. Where it is necessary for complete clarity, a short description of the supplied goods shall be included in the Technical Tender.
  3. **The Financial Tender**
     1. The Financial Tender shall be prepared with consideration of the amount of the Goods to be supplied and Related Services to be provided and the characterisation thereof indicated in the Technical Specifications, according to the Sample Financial Tender (Sample 3 in Chapter IV of the Regulations).
     2. Prices in the Financial Tender shall be indicated in EUR, separately quoting the price less the value added tax, the applicable VAT (the relevant proportion) and the price with VAT. The Financial Tender shall contain unit prices for every item thereof.
     3. The unit prices of the goods contained in the Financial Tender shall contain all costs, including:
* costs of delivery to the address indicated by the Contracting Authority;
* technical supply costs;
* other tax costs, including costs related to customs clearance of the goods, except the value added tax costs, which applies to the delivery of goods and provision of services related thereto;
* insurance of the Goods until acceptance (where appropriate);
* transport, accommodation (hotel) costs, per diems (where appropriate);
* user training (where appropriate);
* and other costs related to the delivery of goods and provision of services related thereto.
  + 1. The prices and unit rates proposed by the Tenderer shall remain unchanged over the entire term of performance of the contract.

## THE TENDER ASSESSMENT AND SELECTION CRITERIA

* 1. **Presentation of the Supply of Goods**
     1. No presentation of goods should be provided for.
  2. **Verification of the Arrangement of the Tender**
     1. The arrangement of the tender, the compliance of the Tenderer selection and qualification documentation, the Technical Tender and the Financial Tender are assessed by the Procurement Commission in a closed commission meeting.
     2. The Procurement Commission will initially verify whether the submitted tenders by Tenderers are compliant with the provisions of the Regulations, that is, whether all the documents indicated in Clause 4 have been submitted, as well as check the arrangement of the tender in line with the requirements of Clause 1.8.
     3. If the tender fails to comply with the requirements of the Regulations or has not been duly arranged, the Procurement Commission may decide on not promoting the tender for further review.
  3. **Verification of the Tenderer Compliance and Qualification**
     1. Within the scope of verification of the compliance of Tenderers the Procurement Commission will verify the documents indicated in Clause 4.1 of the Regulations in order to ascertain whether the Tenderer complies with the Tenderer selection criteria indicated in Clause 3.
     2. After the verification of compliance the Commission assesses the qualification documents submitted by the Tenderers.
     3. The Procurement Commission will reject without further review, the tenders of Tenderers which it finds inappropriate and/or insufficiently qualified for the Equipment Supply.
  4. **Tender Selection Criteria**
     1. The Procurement Commission performs the verification of the compliance of the Technical Tenders during which the compliance of Technical Tenders with the Technical Specifications is verified. **If the Tenderer’s tender fails to comply with the requirements of Technical Specifications the Procurement Commission will not continue the reviewing of this tender.**
     2. In the event of doubt the Procurement Commission will verify the genuineness of the information included in the tenders by means of all available sources of information (according to Clause 7.1.4 of the Regulations). **Where it is established that the Tenderer’s tender contains false information regarding the technical performance of the equipment, it will be rejected.**
     3. **The Procurement Commission will choose the tender with the lowest price, which complies with the requirements of the Regulations and Technical Specifications**, on the condition that the Tenderer meets the tenderer selection and qualification requirements.
     4. For the purpose of assessment of the price the Commission will consider the total tender price less value added tax. If a mathematical error is established in the financial tender the Procurement Commission will correct such errors.
     5. The Procurement Commission will notify the Tenderer in whose tender corrections have been made on all corrections of mathematical errors, within 3 business days. The Procurement Commission continues the assessment of the corrected tenders taking the corrections made thereto into account.

## PROCUREMENT CONTRACT

* 1. The Contracting Authority will enter into the contract with the Tenderer to whom it is awarded on the basis of the Tenderer’s tender, pursuant to the provisions of the Regulations and the draft procurement contract included in Chapter III of the Regulations.
  2. The contract with the selected Tenderer is entered into not earlier than on the next business day following the expiry of the waiting period, unless an application regarding violations of the procurement procedure is submitted to the Procurement Monitoring Bureau according to the procedure set forth in Section 83 of the Public Procurement Law. Pursuant to the Public procurement Law, the waiting period shall be as follows:
     1. 10 days following the date on which the information regarding the results of the procurement procedure is sent to all tenderers by fax or electronically with a secure electronic signature or delivered personally, and additionally one business day;
     2. 15 days following the date of sending of the information indicated in Clause 6.2.1, in the event such information is sent by mail to at least one Tenderer, and additionally one business day;
     3. Where the last day of the waiting period indicated in Clauses 6.2.1 or 6.2.2 is a business day preceded by weekend or a holiday the waiting period shall be extended by one business day.
  3. Should the Tenderer have questions or additional information requests regarding the terms of the draft procurement contract annexed to the Regulations, such shall be reviewed not later than six days prior to the expiry of the tender opening term. The Procurement Commission has the authority to assess whether the request has been submitted in a timely manner for the provision of an answer.

Any objections regarding the terms of the draft procurement contract indicated in the tender or submitted after the opening of tenders will not be considered.

* 1. The Tenderer shall ensure that the proposed price remains constant over the entire period of performance of the procurement contract. No possible inflation, change of market situation or any other circumstances may constitute grounds for the raising of the prices and the Tenderer has to forecast and calculate any consequences caused by the abovementioned processes when developing its financial tender.

## RIGHTS AND OBLIGATIONs OF THE PROCUREMENT COMMISSION

* 1. **Rights of the Procurement Commission**
     1. The Procurement Commission may amend the Regulations in line with the procedure under Paragraph 3 Section 29 of the Public Procurement Law.
     2. The Procurement Commission may assess whether the Tenderer has submitted additional information requests in a timely fashion so that the Procurement Commission may reply to such in accordance with Paragraph 3 Section 30 of the Public Procurement Law.
     3. To require the Tenderer to adjust the information regarding its tender, where such is necessary for the verification of the arrangement of tenders, verification of the Tenderer’s qualification, as well as for the assessment of the technical or financial tenders pursuant to Section 45 of the Public Procurement Law.
     4. The Procurement Commission may verify the genuineness of the provided information.
     5. To correct mathematical errors in the Financial Tenders.
     6. To engage experts in the verification of the arrangement of tenders, verification of the Tenderer’s qualification and the assessment of the technical or financial tenders.
     7. Pursuant to these Regulations and the Public Procurement Law the Procurement Commission may decide upon awarding the procurement contract or closing the Competition without choosing any of the tenders.
     8. To choose the next suitable tender with the lowest price if the selected Tenderer refuses to enter into the procurement contract with the Contracting Authority.
  2. **Obligations of the Procurement Commission**
     1. To ensure the progress and documenting of the competition procedure.
     2. To ensure free competition of the Tenderers, as well as the equal and fair treatment thereof.
     3. Upon request by interested parties, to provide information and reply to additional requests of the Tenderers regarding the Regulations pursuant to Section 30 of the Public Procurement Law. The Contracting Authority will provide information regarding the requirements included in the procurement documentation in relation to the preparation and submission of tenders or selection of tenderers not later than six days prior to the expiry of the tender submission term, on the condition that the request has been submitted in a timely fashion.
     4. To assess the Tenderers and submitted tenders thereof pursuant to the Public Procurement Law, other laws and regulations and the Regulations, to select a tender or to pass a decision on the closing of the Competition without selecting any of the tenders.
     5. Within three business days after the passing of the decision on the awarding of the procurement contract or decision on the closing of the Competition without selecting any of the tenders, to send the information regarding the decision simultaneously (within one day) to all Tenderers. To publish the announcement regarding the results of the procurement procedure on the website of the Procurement Monitoring Bureau within three business days after notifying the Tenderers, as provided in Paragraph 1 Section 27 of the Public Procurement Law.
     6. Where only one Tenderer corresponds to all the Tenderer selection criteria indicated in the Open Competition Regulations or the announcement regarding the contract, the Procurement Commission will prepare and include justification of the fact that the presented tenderer selection requirements are objective and commensurate in the procurement procedure report. If the Commission is unable to justify that the presented tenderer selection requirements are objective and commensurate, it shall pass a decision on the termination of the procurement procedure.

## RIGHTS AND OBLIGATIONS OF THE TENDERER

* 1. **Rights of the Tenderer**
     1. To join in a group with other suppliers and submit one joint tender.
     2. The Tenderer may set forth conditions regarding the confidentiality of its information submitted to the Procurement Commission.
     3. The Tenderer may request additional information regarding the Regulations according to Paragraph 3 Section 30 of the Public Procurement Law.
     4. The Tenderer may submit an application regarding the requirements included in the Open Competition Regulations and the announcement regarding the contract to the Procurement Monitoring Bureau not later than 10 days prior to the expiry of the tender submission term.
     5. To require a confirmation of the acceptance of the tender upon the submission thereof.
     6. To amend or withdraw the submitted tender prior to the expiry of the tender submission term.
     7. To participate in the tender opening meeting.
     8. To request from the Contracting Authority, a possibility to become familiar with the procurement procedure report (the Final Report).
     9. The Tenderer may appeal the decision passed by the Procurement Commission to the Procurement Monitoring Bureau subject to Section 83 of the Public Procurement Law (Prior to entering into the procurement contract; see Clause 6.2 of the Regulations).
  2. **Obligations of the Tenderer**
     1. To prepare the tenders in line with the requirements of the Regulations.
     2. To provide true information.
     3. To provide answers to the requests made by the Procurement Commission with regard to the additional information necessary for the verification of the arrangement of tenders, verification of the Tenderer’s qualification and assessment of the tenders.
     4. By submitting the tender the Tenderer accepts all provisions of the Open Competition Regulations in their entirety.
     5. To cover all costs related to the preparation and submission of the tenders.

**CHAPTER II**

# TECHNICAL SPECIFICATIONS

## 

## GENERAL INFORMATION

The Tenderer shall prepare the technical tender according to the Technical Specifications.

**Contracting Authority**

Latvian Institute of Organic Synthesis, Aizkraukles iela 21, Riga, LV-1006, Latvia.

**Delivery of the Supply**

The Latvian Institute of Organic Synthesis wishes to purchase a various equipment for research in pharmacology as a part of ERDF Project “Development of the Scientific Infrastructure of a Pharmaceutical and Biomedical Research Centre of National Significance.

The Tenderer shall supply the equipment according to the requirements of the Technical Specifications (Chapter II).

Only tenders of new equipment will be reviewed, provided the tenders comply with the provisions of this Chapter.

**Warranty Provisions for the Goods**

The Equipment warranty shall be valid for at least 2 (Lots 1 and 2) or 3 (Lot 3) years, unless the Technical Specifications indicate otherwise.

**Provisions of the Delivery of Goods**

The Equipment shall be supplied upon the request of the Contracting Authority, within such a term following entering into the procurement contract as indicated in the Regulations or the Technical Specifications of the Equipment.

## technical specifications

**Supply of a supply of a various equipment for research in pharmacology to the Latvian Institute of Organic Synthesis**

## Lot 1

**High resolution system for respirometry measurements**

# **Technical requirements**

|  |  |
| --- | --- |
| ***Position*** | ***Description*** |
| 1 | 2 |
| Overall description: | High resolution system for respirometry measurements consists of 2 oxygraphs with accessories, equipped with sensors for measuring oxygen concentration, membrane potential and oxidative stress, the appropriate software for data recording and processing on a personal computer (PC). |
| The supplied system with accessories shall meet following requirements: | * Each oxygraph with 2 chambers to allow 2 parallel measurements * Each oxygraph includes 2 glass chambers, with operation volume at least in range 1.5-3.5 ml and appropriate stoppers (at least 2 pieces) with integrated capillary for closing chambers. * Each oxygraph should be equipped with electromagnetic stirrers with stirring speed in the range at least of 100 - 800 rpm. At least 2 stirrer bars (diameter and length not larger than 6 mm and 15 mm, respectively) should be provided. * Each oxygraph should be equipped with built-in electronic Peltier thermostat controlling temperature for 2 chambers in the range of at least 4-45 °C and providing temperature stability of at least ±0.003°C over 90 min. * Data output from oxygraph to the PC :   + 2 oxygen signals (detection limit ≤1 pmol O2/s/ml, sensitivity <3 pmol O2/s/ml, linearity at oxygen partial pressure 0-100 kPa);   + barometric pressure signal (resolution at least 0.1 kPa);   + temperature signal, (resolution at least 0.002 °C);   + 2 additional amperometric signals;   + 2 additional potentiometric signals.   + The cable should be provided for connection of oxygraph with PC. The software for data recording and analysing should be provided. * Each oxygraph should be equipped with at least 2 polarographic oxygen sensors and sensor service accessories for sensor cleaning and membrane mounting (electrolyte, at least 40 sensor membranes, accessories for sensor polishing, membrane mounting tool, dithionite powder for sensor zero calibration, O-ring/Viton for chamber stoppers) * Polarographic oxygen sensors should be sealed with butyl rubber gasket tip. * Instrumental background not higher than 5 pmol O2/s/ml. * Each oxygraph should be equipped with multisensor option to provide simultaneous oxygen and other sensor (amperometric and/or potentiometric) measurements. The software should support this option. * In order to use multisensory option, modules and stoppers for additional sensor fixation should be provided. * The provided system should include at least 2 modules with 2 fluorescence sensors for measurements at least following fluorophores Amplex Red, TMRM, Safranin, Magnesium Green, Calcium green. Light intensity and signal amplification should be adjustable in software. The data recording and analysis can be performed in software. * The provided system should include 1 module of ion selective potentiometric electrodes for TPP+ and Ca2+ concentration measurements. Ion selective electrode service accessories: 2 reference electrodes, PVDF stoppers for electrode fixation, at least 20 TPP+ membranes, membrane mounting, forceps for membrane mounting, filling syringe with needle, at least 4 replacement barrels for reference electrodes, electrolyte solution for reference electrode. * Integrated suction should be provided (suction pump, waste bottle, filter and tubing) for removing medium and washing stoppers and chambers. * The provided system should include at least one microinjection titration pump for simultaneous 2-channel automatic titration should be provided. Includes at least 4 microinjection syringes (volume 500 µl with flexible stainless steel needles) and needle spacers (at least 200 pieces). The operation of microinjection titration pump can be performed in software. * The provided system should include titration syringe set with at least:   + 6 syringes with volume 10 µl,   + 6 syringes with volume 25 µl,   + 6 syringes with volume 50 µl,   + 3 spare plungers for syringes. |
| Following spare details for provided system should be included: | * 1 glass chamber (specification as above) * 2 polarographic oxygen sensors (specification as above) * 2 appropriate PEEK-coated stoppers with integrated capillary for closing chambers. * 2 PVDF- or PEEK-coated stirrer bars (specification as above) * 80 FEP membranes for polarographic oxygen sensors. |

**Documents to be attached**

Detailed instruction manual in Latvian or English.

**Place of delivery**

Goods must be delivered to Latvian Institute of Organic synthesis, Aizkraukles street 21, Riga, LV-1006, Latvia.

**Delivery schedule**

Goods must be delivered within 3 (three) months from the date of signing procurement contract.

**After-sale services**

Warranty must be at least 2 (two) years.

## Lot 2

**Microplate liquid scintillation counter, luminometer, fluorimeter, spectrometer**

# **Technical requirements**

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| ***Position*** | ***Description / requirements*** |
| 1 | 2 |
| Overall description | Microplate liquid scintillation counter luminometer fluorimeter spectrometer should perform liquid scintillation counting, beta counting, filter luminescence, high sensitivity direct luminescence, fluorescence intensity, time resolved fluorescence, fluorescence polarization  and absorbance measurements in one device.   * Size of Microplate reader main device should not exceed 20cm x 30cm x 50cm and 15 kg. Part of dispenser and work station could be separate from main device. * Microplate reader should be compatible with standard 24, 96 and 384 -well plates. * Microplate reader should perform linear, orbital or double orbital shaking of plates , with adjustable intensity. * Temperature control in range at least +2°C above ambient to 65°C. * Microplate reader detectors should be located above and below wells of plate. Automatic focus adjustment: topat least 3.5-13.5mm, 1mm steps; bottom at least 1-4mm, 300µm steps. * Microplate reader maximal reading speed less than 25sec for 96 well plate. |
| Scintillation counting | Microplate reader should perform liquid scintillation counting:   * Microplate reader should count beta and gamma emitters on up to 2000keV. * Counting efficiency for following isotopes should exceed (95% of scintillation liquid in mix):   + 3H - 50%,   + 125I - 65%,   + 14C - 90%. |
|  | * Background less than 80 CPM. * Time resolved liquid scintillation background less than 20 CPM. * Cross-talk less than 0,05 % 3H and 14C on non-transparent white or black plate. |
| Luminescence, Fluorescence, and Absorbance measurements | Microplate reader should perform non-radioactive Luminescence, Fluorescence, and Absorbance measurements:   * Spectral range at least from 220 nm to 1000 nm for spectrograph detector for absorbance. * Spectral range at least from 230nm to 850nm for luminescence and fluorescence detection. * Fluorescence detection at least 0.2 fmol (384 well plate). * Direct luminescence detection at least 10 amol (96 well plate). * Filtered luminescence detection at least 50 amol (96 well plate). * Time-resolved fluorescence detection at least 1 amol (384 well plate). |

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| Dispensers | Microplate reader should include partially integrated 2 pump dispenser for automatic dispensing of solutions in microplates:   * At least 2 independent peristaltic pumps. * Bottom reading immediately after dispensing of solution. * Injection range at least 5 µL – 1000 µL, with 1µL injection increments. * Injection speed at least 25 µl/sec – 415 µL/sec. * Precision and accuracy at least 1% (at 100 µL). |
| Data collection and calculation | Microplate reader should include appropriate data collection and calculation station and software to ensure full functionality of Microplate reader:   * Software is compatible with touch screen operated user interface. * Software should ensure full functionality of Microplate reader including changes of measurement setups, reading and export of measurement data and analysis. |
| Digital gas mixer | * Microplate reader should include partially or fully integrated digital three gas mixer (Input gas CO2, Air, Nitrogen): * Range at least 0-18% for CO2 and O2, 0.1% steps. * Accuracy at least ±0.25% for CO2 and 0.2% for O2. |
| Filter harvester | Microplate reader should include filter harvester:   * Harvester is designed to harvest particles, cells or their fragments from solutions to filters. * Harvester should at the same time transfer samples from 96-well plate to appropriate filter. * Complete system setup should include vacuum bottles and a vacuum/compressor pump. |

**Documents to be attached**

Detailed instruction manual in Latvian or English.

**Place of delivery**

Goods must be delivered to Latvian Institute of Organic synthesis, Aizkraukles street 21, Riga, LV-1006, Latvia.

**Delivery schedule**

Goods must be delivered within 3 (three) months from the date of signing procurement contract.

**After-sale services**

Warranty must be at least 2 (two) years.

## Lot 3

**Small animal video tracking system**

# **Technical requirements**

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| ***Position*** | ***Description / requirements*** |
| 1 | 2 |
| General requirements | Device complete solution shall be included:   * workstation; * microphones; * video cameras; * software.   The workstation shall be:   * specially selected, configured for and thoroughly tested with software. * these powerful machines shall be able to do processor- intensive video work and they shall come with 3-years warranty including next business day on-site support; * all software components shall be installed and tested prior to delivery. |
| Workstation | * Video tracking system shall include workstation with: * Processor: at least 1650 points according to PassMark; * At least 8GB DDR3 memory; * At least 1TB HDD * Graphics card: at least 2 GB memory, working frequency at least 3.7GHz and at least 9500 points according to PassMark; * keyboard, mouse, speakers; * 23” Full HD screen; * Framegrabber board. |
| Day/night video camera | * light sensitive camera; * colour for daytime and monochrome for night; * 1/2“ CCD display; * resolution: 752x582; * 0,09 lux for color; * 0,008 lux for monochrome; * 480 TV lines. |
| Data collection parameters | At least the following data shall be collected:   * velocity; * distance; * time spent in a certain zone; * time spent immobile (a measure of fear); * rotation (brain defects). |
| Data selection options | At least the following data selection options shall be possible:   * selection of tracks and/or parts of tracks: * selection of treated/untreated animals; * combination of data on the basis of time, zone or behavioural state. |

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| At least following features shall be enabled | * Center body point detection; * automatic detection settings – based on video file or live feed, default detection settings shall be made; * activity detection which detects changes in the arena for each frame instead of changes in the location of the animal (detection of freezing behaviour) * activity detection in case if detection of animal is hard to establish; * batch acquisition feature which uses videos of trials and allows to acquire the tracks from these videos in a batch series; * automatic and batch analysis which allows to analyze either a selection or all trials at one button push according to selection of data and variables; * integrated visualization; * all parameters (dependent variables) shall be available for use in the trial control; * an option to set automated start or end tracking trial when pre-defined temporal or spatial conditions are met; * possibility to acquire a series of trials from a live video feed and set start and stop conditions and inter-trial intervals; * minimal distance moved setting; * manual event recorder; * simultaneous live tracking and MPEG-4 encoding (requires appropriate hardware) allowing integrated visualization of acquired tracks and the stored video file; * built-in analysis of all parameters; trial and group statistics presented in tables and graphs; * zones per arena can be defined to measure behavioural parameters in relation to zones of interest; * zones can be redefined after data acquisition and used for data analysis; * export of graphical images (heatmaps and graphs) and tables as raw and statistical data for further analysis; * export of raw track data. |
| Platform | The software package shall be compatible with at least Mac, Windows and Linux operating systems |
| Report formats | Time-event plot together with the track data and the video file to provide an instant informal feel for data. |

**Documents to be attached**

Detailed instruction manual in Latvian or English.

**Place of delivery**

Goods must be delivered to Latvian Institute of Organic synthesis, Aizkraukles street 21, Riga, LV-1006, Latvia.

**Delivery schedule**

Goods must be delivered within 3 (three) months from the date of signing procurement contract.

**After-sale services**

Warranty must be at least 3 (three) years.

**CHAPTER III**

# DRAFT CONTRACT

CONTRACT No.

<*a contract number that contains the project number*>

<*Place of entering into the contract*> <*date*> <*month*> <*year*>

## SPECIAL TERMS AND CONDITIONS

**The Latvian Institute of Organic Synthesis,** represented by its **Director Osvalds Pugovičs,** hereinafter referred to as the Contracting Authority, on the one part, and

**<*name of the seller*>, registration No. <*registration number*>** represented by its <*name, surname, position of the authorised representative*>, hereinafter referred to as the Seller, on the other part,

both collectively and each individually hereinafter referred to as the Parties, subject to the results of the open competition No. <***procurement ID***> regarding the **<*name of the procurement*>**, organised by the Latvian Institute of Organic Synthesis, hereinafter referred to as the Competition, and the tender submitted by the Seller, hereby enter into the following contract:

**1. SUBJECT OF THE CONTRACT**

1.1. The Seller shall manufacture (or supply from a manufacturer) and sell to the Contracting Authority the following goods, with consideration of the specifications and provisions included in this contract and annexes thereof, as well as in the tender submitted by the Seller for the abovementioned Tender:

**<*name of the equipment*>** hereinafter referred to as the Goods,

and provide the following related services:

**installation of the Goods, examination of the Goods and testing of operation of the Goods,** hereinafter referred to as the Related Services.

**2. CONTRACT DOCUMENTS**

2.1. The contract consists of the following documents that are deemed an integral part thereof:

1. Special Terms and Conditions;
2. General Terms and Conditions;
3. Technical Specifications (Annex 1);
4. Technical Tender (Annex 2);
5. Financial Tender (Annex 3);
6. Timetable (Annex 4).

2.2. In the event of contradictions or disagreement between the abovementioned documents priority shall be given to the documents in the order they are listed in this Clause.

**3. THE CONTRACT PRICE AND PROCEDURE OF PAYMENT**

3.1. The price of the Goods that the Contracting Authority shall pay to the Seller, including taxes, fees and all other necessary costs, less VAT, shall be **EUR** **<*amount*>** (amount in words), with VAT (where appropriate) in the amount of **EUR** **<*amount*>** (amount in words) and the price of the Goods with VAT in the applicable amount shall be **EUR** **<*amount*>** (amount in words), hereinafter referred to as the Contract Price.

3.2. The Contracting Authority shall pay the Contract Price to the Seller according to the following procedure:

1. the Contracting Authority shall pay an advance **30 % (thirty percent)** of the total Contract Price, which is **EUR** **<*amount*>** (amount in words), with VAT (where appropriate) in the amount of **EUR** **<*amount*>** (amount in words) and the price of the Goods with VAT in the applicable amount being **EUR** **<*amount*>** (amount in words). Advance payment must be made after signing contract within 30 (thirty) days after receiving pro-forma invoice from the Seller. Seller could refuse to take advance payment.
2. the Contracting Authority shall pay **70 % (seventy percent)** of the total Contract Price, which is **EUR** **<*amount*>** (amount in words), with VAT (where appropriate) in the amount of **EUR** **<*amount*>** (amount in words) and the price of the Goods with VAT in the applicable amount being **EUR** **<*amount*>** (amount in words) after the installation of the Goods, the performance of the acceptance tests and approval thereof on the part of the Contracting Authority, after the signing of the Final Acceptance-delivery Statement and receipt of the waybill-invoice for the Goods. The Contracting Authority shall make the payment within 30 (thirty) days by transferring the funds to the bank account indicated in the invoice submitted by the Seller.

**4. THE PLACE AND TERMS OF DELIVERY**

4.1. The place of delivery of the Goods and the provision of Related Services shall be: **Aizkraukles iela 21, Riga, LV-1006, Latvia**. The Seller shall perform the delivery of Goods, the transfer thereof to the Contracting Authority and provide the Related Services before the deadlines indicated in the Timetable annexed to the contract. The Seller shall finally perform the contract by <*date*> (except for the warranty obligations).

4.2. The Seller shall provide for the transportation of the Goods to the address indicated by the Contracting Authority (according to Clause 4.1) and cover any delivery, shipment, insurance and customs (where appropriate) costs.

**5. DETAILS AND SIGNATURES OF THE PARTIES**

5.1. This contract is executed in two counterparts, each on <*number of pages*> (<*number of pages in words*>) pages, with equal legal force, of which one is issued to the Contracting Authority and one to the Seller.

5.2. The responsible person during the performance of the contract designated by the Contracting Authority shall be <*name, surname of the responsible person*>, telephone number <*telephone number*>.

5.3. The responsible person during the performance of the contract designated by the Seller shall be <*name, surname of the responsible person*>, telephone number <*telephone number* >.

|  |  |
| --- | --- |
| Seller  **“*Name*”**  *Registration No.*  *VAT registration No.*  *Address*  *City, postal code, country*  *Fax No.*  *E-mail address*  *Bank name*  Code: XXXX  Account: XXXX  *Position*:  *Name, surname*  <*Place of entering into the contract*>  <*date*>.<*month*>. <*year*> | Contracting Authority  APP Latvijas Organiskās sintēzes institūts  Registration No. 90002111653  VAT registration No. LV90002111653  Aizkraukles iela 21,  Riga, LV-1006, Latvia  Fax No.: 67550338  E-mail address: sinta@osi.lv  Valsts Kase  Code: TRELLLV2X  Account: LV42TREL9150211012000  Latvian Institute of Organic Synthesis Director:  Osvalds Pugovičs  < *Place of entering into the contract*>  <*date*>.<*month*>. <*year* > |

## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions supplement the Special Terms and Conditions. In the event of contradictions or disagreement thereof priority shall be given to the Special Terms and Conditions over the General Terms and Conditions.

1. **SUBJECT OF THE CONTRACT**
   1. The Seller shall deliver and transfer Goods to the Contracting Authority that as regards their characteristics, amount and specification, correspond to what has been stated in the Special Terms and Conditions and the Technical Specifications annexed to the Contract, as well as the Technical Tender, should any be annexed to the Contract.
   2. The Seller shall provide such Services to the Contracting Authority related to the Goods, as indicated in the Technical Specifications annexed to the Contract. Such additional services may include installation of the Goods, training of the staff of the Contracting Authority, regular technical examinations or maintenance of the Goods and other services in line with the Technical Specifications.
2. **ACCEPTANCE-DELIVERY PROCEDURE**
   1. The Seller shall transfer the Goods to the Contracting Authority according to the procedure and with such modifications, parameters, additional equipment, etc. as indicated in the Special Terms and Conditions and the Technical Specifications. Together with the transfer of the Goods the Seller shall deliver the following documents to the Contracting Authority:
      1. the operating manual of the Goods in Latvian and/or English;
      2. the technical certificate of the Goods or an equivalent document that describes the specific parameters of the Goods;
      3. warranty certificate(s) issued by the manufacturer(s);
      4. compliance certificates;
      5. the invoice;
      6. any other documents indicated in the Technical Specifications.
   2. Delivery of Goods in parts is permitted exclusively with the prior written consent of the Contracting Authority.
   3. The Parties shall sign the Final Acceptance-delivery Statement after all of the following preconditions have been met:
      1. the Goods have been delivered to the Contracting Authority;
      2. the Goods have been installed;
      3. the trial period, where provided for in the Technical Specifications or the Technical Tender, has passed with satisfactory results;
      4. the final acceptance tests have been performed;
      5. the Seller has submitted the manufacturer’s technical documentation, the executive documentation related to the Goods, as well as operating and maintenance manuals and other documentation to the Contracting Authority;
      6. all detected defects have been rectified;
      7. any other provisions of the Contract have been performed (except the warranty obligations).
   4. The date of transfer of the Goods shall be the date on which the Final Acceptance-delivery Statement is signed.
   5. The ownership title to the Goods shall transfer from the Seller to the Contracting Authority on the latest of the following dates: signing of the Final Acceptance-delivery Statement or making of the final payment under the contract. Regardless of the abovementioned events the risks related to the Goods shall transfer to the Contracting Authority after the delivery of the Goods (except in the cases indicated in Clause 5.1).
   6. The Contracting Authority shall sign the waybill-invoice and acceptance-delivery statement for the Goods within five business days after the receipt thereof. The Contracting Authority may attract experts or other specialists for the acceptance of the Goods and Related Services, or carry out autonomous tests in order to verify the compliance of the Goods with the provisions of the Contract.
   7. Where the examinations and tests provided for under the Contract are not successful, the Parties shall execute a defects statement, with an indication of the defect rectification deadlines, and the Seller shall carry out repeated examinations and tests after rectification of the defects.
   8. Any examinations and tests that are performed in the Seller’s production plant or that the Seller is required to perform under the Contract shall be performed at the risk and expense of the Seller. Any examinations and tests that are not specified under the Contract shall be performed at the expense of the Contracting Authority; however, if failure of the Goods to comply with the Contract is established during such an examination or test, a repeated examination or test shall be carried out, already at the risk and expense of the Seller. In any case, each Party shall cover its own expenses related to the remuneration, business travel or transportation of the staff of the respective Party.
   9. The Contracting Authority may refuse to accept the Goods and Related Services delivered by the Seller if the Contracting Authority establishes that the Related Services are of poor quality or have been insufficiently rendered, the Goods are of poor quality or damaged, or if the Goods are not in working order or contain other defects, or if the set of the Goods is incomplete (including the documentation indicated in the Contract), or they fail to comply with the Contract provisions. In such a case the Contracting Authority shall execute a statement, in which the established defects and the deadlines for the rectification thereof shall be indicated, and submit such statement to the Seller. The defect rectification deadline indicated in this Clause shall not affect the Contracting Authority’s right to calculate liquidated damages regarding a default on the obligations by the Seller.
   10. After the notice of the Seller regarding rectification of the defects indicated by the Contracting Authority, the Contracting Authority shall carry out the repeated acceptance of the Goods or Related Services as provided for by the Contract.
   11. The Seller shall be liable for the risk of full or partial destruction or damage of the Goods until the transfer thereof to the Contracting Authority.
3. **PACKAGING OF THE GOODS**
   1. The Seller shall provide such packaging of the Goods as is appropriate to protect the Goods from damage during transportation. The packaging shall be sufficiently resistant to the impact of fast movement, temperature fluctuations and precipitation during transportation.
   2. All units of packaging shall bear relevant labelling so that the content thereof may be identified. Each unit of packaging shall be recorded in the list of packaging, providing the description, part number and designation of the assemblage diagram thereof, and labelled according to the list of packaging (where applicable).
4. **QUALITY AND WARRANTY**
   1. The Seller warrants that the delivered Goods represent the model indicated in the Contract or Technical Specifications, as well as comply with the parameters indicated therein and with other provisions of the Contract. The Seller further warrants that the Goods delivered under the Contract do not have and will not have during the exploitation thereof, any defects resulting from their structure, materials, production or other reasons, except where the Contracting Authority exploits the Goods otherwise than in compliance with the operating manuals.
   2. The Seller warrants that the delivered Goods are of high quality and comply with all the requirements of the applicable laws and regulations of the Republic of Latvia and/or the European Union.
   3. The warranty indicated in this Contract shall be valid over **<*number of months*>** months after the transfer of the Goods to the Contracting Authority, unless the Special Terms and Conditions provide otherwise.
   4. Should the Contracting Authority detect a defect, deficiency or other non-conformity in the Goods or any part thereof during the abovementioned warranty period, the Contracting Authority shall execute a statement regarding this, inviting the Contracting Authority or other experts or specialists where appropriate. Should it be established that the defect, deficiency or non-conformity is attributable to the warranty under this Contract, the Contracting Authority shall send a written notice to the Seller.
   5. Provided a defect is subject to warranty conditions, the Seller undertakes to repair or replace the damaged or inappropriate Goods free of charge. The Seller shall respond to a warranty claim within 2 (two) business days after the receipt of a written notice of diagnosing the cause of damage from the Contracting Authority. In the case of defects the Seller shall rectify such within 10 (ten) business days. Where it is not possible due to the damage being too serious and the need for spare parts from the manufacturer (or even replacement of the entire piece of equipment), the Parties shall agree on the repair term in writing.
   6. Should the Seller fail to rectify the defects, deficiencies or non-conformity attributable to the warranty within the term indicated in Clause 4.5 of the General Terms and Conditions or within any other period mutually agreed on in writing by the Parties, the Seller shall pay the Contracting Authority liquidated damages equal to 0.05 % (five hundredths of a percentage point) of the Contract Price for each day of delay, but in total not exceeding 10% (ten percent) of the Contract Price. No liquidated damages shall be paid for the period during which the Seller has, with the written consent of the Contracting Authority, replaced the Goods subject to repair with other, equivalent goods.
5. **INSURANCE**
   1. The Seller shall be fully liable for all risks of loss or damage of the Goods during the shipment, storage, installation, examination and testing thereof until the Goods are transferred to the Contracting Authority and the acceptance-delivery statement for the Goods has been signed. The Seller shall be fully liable for all risks with regard to the Goods during the installation and examination of the Goods carried out by the Seller’s staff in the premises of the Contracting Authority.
   2. The Seller agrees to provide for the insurance of the Goods during the delivery, installation, examination and testing thereof. The Goods shall be insured against all risks for the amount of 100% (one hundred percent) of the value of the Goods.
6. **RIGHTS AND OBLIGATIONS OF THE PARTIES**
   1. Rights and obligations of the Seller:
      1. The Seller shall be liable for the compliance of the Goods with the requirements of the Contract and international standards.
      2. The Seller shall be liable for ensuring that duly qualified and certified staff are used for the provision of the Related Services. All accommodation, hotel, transport and other costs of the Seller’s representative are included in the Contract Price.
      3. The Seller shall be liable for any infringement of patent, trademark or industrial rights that may arise in relation to the delivery of the Goods and the further use thereof for the intended purpose.

The Seller shall reserve the right to a defence in the event of any such claim.

* + 1. The Seller agrees to deliver the Goods and the services related thereto within the working hours specified for the Contracting Authority’s staff.
    2. The Seller agrees that during the delivery of the Goods and the provision of other Related Services, while working in the Contracting Authority’s premises, it shall comply with the health and safety, fire safety, electric safety regulations, environmental protection regulations and other regulatory enactments applicable in the Republic of Latvia, as well as the health and safety regulations applicable at the company of the Contracting Authority. The Contracting Authority agrees to familiarise the Seller with the health and safety regulations applicable at the company of the Contracting Authority.
    3. The Seller agrees to consider as confidential, any documentation received from the Contracting Authority in relation to the performance of this Contract. The Seller agrees not to publish or deliver the abovementioned documentation to third parties without the prior written consent of the Contracting Authority, except the delivery thereof to law enforcement or public administration authorities in the cases and according to the procedure stipulated by regulatory enactments.
  1. Rights and obligations of the Contracting Authority:
     1. The Contracting Authority agrees to pay for the Goods within the terms and according to the procedure stipulated by this Contract.
     2. The Contracting Authority agrees to sign the Acceptance-delivery Statement for the Goods or provide a written motivated refusal to accept the Goods.
     3. The Contracting Authority shall ensure free access to the location of delivery and installation of the Goods for the Seller’s specialists at the times mutually arranged by the Parties.

1. **PROCEDURE OF PAYMENT**
   1. The Contracting Authority shall settle the payments with the Seller regarding the Goods that have been delivered and accepted according to the Contract within the terms and according to the procedure stipulated by the Special Terms and Conditions.
2. **AMENDMENTS TO THE CONTRACT, TERMINATION OF THE CONTRACT**
   1. The Contract may be supplemented, amended or terminated by mutual agreement between the Parties. Any amendments or supplementations to the Contract shall be executed in writing and become an integral part to this Contract.

*Amendments that are deemed to be material pursuant to Section 671 of the Public Procurement Law may not be introduced to the Contract.*

* 1. The Contract Price shall not be changed and the unit prices shall remain constant over the period of performance of the Contract.
  2. The Contracting Authority may unilaterally terminate the Contract by notifying the Seller in writing, should any one of the following conditions arise:
     1. the Seller is defaults on any of the delivery deadlines, including any interim deadlines, indicated in the Contract or annexes thereof and the default by the Seller continues for at least 30 (thirty) days;
     2. the Seller has failed other obligations under the Contract and the Seller has not remedied such a failure of obligations within 30 (thirty) days after the receipt of a written notice regarding such failed obligations from the Contracting Authority.
  3. Should the Parties terminate this Contract prior to the full performance thereof the Parties shall execute a statement in which the Goods delivered by the Seller and accepted according to the procedure stipulated by the Contract as at the time of termination of the Contract shall be entered. The Contracting Authority shall pay the Seller for the Goods accepted under such a statement according to the prices quoted in the Contract. The Contracting Authority may withhold liquidated damages and/ or compensation for loss from the amount payable to the Seller.
  4. The Contracting Authority may terminate the Contract at any time by a written notice to the Supplier, without the payment of any compensation if the Supplier goes bankrupt or becomes insolvent, provided that the termination of the Contract does not affect or waive any right to act or compensation that pertains or will later pertain to the Contracting Authority.

1. **LIABILITY OF THE PARTIES**
   1. Should the Seller fail to deliver the Goods or provide the Related Services before the deadlines indicated in the Contract, including any interim deadlines, the Seller shall pay the Contracting Authority default interest equal to 0.1% (one tenth of a percentage point) of the value of the Goods not delivered or Related Services not provided before the relevant deadlines for each day of delay, but not more than 10% of the Contract Price. Payment of the default interest shall not release the Seller from the performance of its obligations under the Contract.
   2. Should the Contracting Authority fail to pay for the Goods before the due dates indicated in the Contract the Contracting Authority shall pay the Seller default interest equal to 0.1% (one tenth of a percentage point) of the overdue amount for each day of delay, but not more than 10% of the Contract Price. Payment of the default interest shall not release the Contracting Authority from the performance of its obligations under the Contract.
   3. Should the Seller fail or refuse to perform the Contract or should the Contract be terminated due to the fault of the Seller, including as provided for by Clause 8.3 of the General Terms and Conditions, the Seller shall repay the entire unused advance payment (where attributable) and in addition it shall also pay single liquidated damages of 10% (ten percent) of the total Contract Price to the Contracting Authority.
   4. The Parties shall be held liable for loss caused to the other Party or third parties through failure or insufficient performance of this Contract as provided for by the laws and regulations of Latvia.
2. **DISPUTE RESOLUTION**
   1. The Parties will seek to resolve all disputes, disagreements or differences through mutual negotiations or in the court of the Republic of Latvia as provided for by the laws and regulations of the Republic of Latvia.
3. **FORCE MAJEURE** 
   1. The Parties shall be released from liability for the full or partial failure of the Contract where such a failure has arisen as a result of force majeure or circumstances of an exceptional nature that have arisen after entering into the Contract and that could not have been foreseen or prevented. Force majeure or circumstances of an exceptional nature shall include Acts of God, emergencies, catastrophes, epidemics, military hostilities, blockades, acts by governmental or administrative authorities, and the adoption and coming into force of laws and regulations that materially restrict and infringe the rights of the Parties and affect the obligations assumed by them.
   2. A Party who refers to force majeure or exceptional circumstances shall immediately notify the other Party thereof in writing. The notice shall state the period within which the fulfilment of the Party’s obligations under the Contract will be possible and can be expected in the opinion of that Party and, upon request, such notice must be supplemented with a statement issued by a competent authority containing confirmation of the existence of the exceptional circumstances and a description thereof.
   3. Either Party may unilaterally terminate the Contract by a 30 (thirty) days written notice to the other Party where force majeure is continuing uninterrupted for more than three months.
4. **MISCELLANEOUS**
   1. For the purposes of this Contract a day shall be a calendar day and a month shall be a calendar month.
   2. This Contract shall be binding on the Contracting Authority and the Seller, as well as all third parties who become the lawful successors thereof.
   3. This Contract takes effect as of the signing thereof and is valid until the final performance of the obligations of the Parties.
   4. The Contract is entered into, and shall be construed and performed pursuant to the applicable laws and regulations of the Republic of Latvia.
   5. All correspondence, approvals, documentation and other information exchanged by the Parties and that is attributable to the Contract shall be in Latvian or English, executed in writing, and it shall be submitted to the other Party in person against a signature or dispatched by registered mail to the address specified in the Contract or to the registered office of the respective Party.
5. **SIGNATURES OF THE PARTIES**

|  |  |
| --- | --- |
| Seller  **“*Name*”**  *Registration No.*  *Address*,  *City, postal code*  *Position*:  *Name, surname* | Contracting Authority  APP Latvijas Organiskās sintēzes institūts  Registration No. 90002111653  Aizkraukles iela 21,  Riga, Latvia, LV-1006  Latvian Institute of Organic Synthesis  Director:  Osvalds Pugovičs |

## Annex 1

**Contract No. *<contract number>***

**TECHNICAL SPECIFICATIONS**

***(Specifications of the products to be supplied by you relevant to the Competition Regulations shall be provided here)***

|  |  |
| --- | --- |
| Seller  **“*Name*”**  *Registration No.*  *Address*,  *City, postal code*  *Position*:  *Name, surname* | Contracting Authority  APP Latvijas Organiskās sintēzes institūts  Registration No. 90002111653  Aizkraukles iela 21,  Riga, Latvia, LV-1006  Latvian Institute of Organic Synthesis  Director:  Osvalds Pugovičs |

## Annex 2

**Contract No. *<contract number>***

**TECHNICAL TENDER**

***(Your Technical Tender shall be provided here)***

|  |  |
| --- | --- |
| Seller  **“*Name*”**  *Registration No.*  *Address*,  *City, postal code*  *Position*:  *Name, surname* | Contracting Authority  APP Latvijas Organiskās sintēzes institūts  Registration No. 90002111653  Aizkraukles iela 21,  Riga, Latvia, LV-1006  Latvian Institute of Organic Synthesis  Director:  Osvalds Pugovičs |

## Annex 3

**Contract No. *<contract number>***

**FINANCIAL TENDER**

***(Your Financial Tender shall be provided here)***

|  |  |
| --- | --- |
| Seller  **“*Name*”**  *Registration No.*  *Address*,  *City, postal code*  *Position*:  *Name, surname* | Contracting Authority  APP Latvijas Organiskās sintēzes institūts  Registration No. 90002111653  Aizkraukles iela 21,  Riga, Latvia, LV-1006  Latvian Institute of Organic Synthesis  Director:  Osvalds Pugovičs |

## Annex 4

**Contract No. *<contract number>***

**TIMETABLE**

***(Your schedule for the provision of the services related to the delivery and installation of the goods shall be provided here)***

|  |  |
| --- | --- |
| Seller  **“*Name*”**  *Registration No.*  *Address*,  *City, postal code*  *Position*:  *Name, surname* | Contracting Authority  APP Latvijas Organiskās sintēzes institūts  Registration No. 90002111653  Aizkraukles iela 21,  Riga, Latvia, LV-1006  Latvian Institute of Organic Synthesis  Director:  Osvalds Pugovičs |

**CHAPTER IV**

# SAMPLES FOR TENDER PREPARATION

## SAMPLE 1

**APPLICATION FOR PARTICIPATION IN THE OPEN TENDER**

**Contracting Authority: Latvian Institute of Organic Synthesis**

**ID No.: OSI 2015/24 AK ERAF** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

/Date/

**Procurement title: “Supply of various equipment for research in pharmacology to the Latvian Institute of Organic Synthesis as part of ERDF Project “Development of the Scientific Infrastructure of a Pharmaceutical and Biomedical Research Centre of National Significance”**

Having familiarised ourselves with the Open Competition Regulations we, the undersigned, offer the **supply of goods** in line with the requirements of the Open Competition Regulations and agree with all the terms and conditions of the Open Tender.

Should our tender be accepted, we undertake to supply all the goods indicated in the Technical Specifications according to the Technical Tender and the Financial Tender that form a part of our tender.

We hereby confirm that our tender is valid till the signing of the procurement contract and may be accepted at any time before the expiry of the term of validity thereof.

We hereby submit our tender that consists of the Tenderer selection and qualification documents specified in the Competition Regulations, the Technical Tender and Financial Tender.

Name of the Tenderer:

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

Address:

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

Name, surname, position

of the authorised representative:

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

Signature of the authorised representative:

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

## SAMPLE 2

**TECHNICAL TENDER**

**Procurement title: “Supply of various equipment for research in pharmacology to the Latvian Institute of Organic Synthesis as part of ERDF Project “Development of the Scientific Infrastructure of a Pharmaceutical and Biomedical Research Centre of National Significance”**

**ID No.: OSI 2015/24 AK ERAF**

1. **General Description of the Goods**
2. **A Detailed Description of the Supplied Goods**

*The first two columns of the table have to be copied from the table related to the respective laboratory equipment in the Technical Specification.*

*Should the Tenderer wish to do so, he may add information to the table (by creating new columns).*

**The compliance with the requirements of the Technical Specification shall be clearly indicated in the tender.**

**If the requirements cannot be met, the technical performance of the proposed equipment shall be indicated in the relevant place. Tenders containing false information regarding the technical performance of the equipment will be rejected.**

***<Lot No.> <Title>***

***< Unit name>***

***< Name(s) of the equipment manufacturer(s)>***

|  |  |  |
| --- | --- | --- |
| **Parameter/Item** *(from the Tech. Spec.)* | **Description/Requirement**  *(from the Tech. Spec.)* | **Offer** |
|  |  |  |
|  |  |  |
|  |  |  |

1. **Additional Equipment and Raw Materials (*where attributable*)**
2. **Compliance with Standards**

The supplied goods will comply with the following standards:

*< list the quality, ecological, safety or other standards (where attributable)>*

1. **List of Information and Documents to the Submitted**

The following documents will be submitted:

*<include and describe the documents to be submitted, such as technical descriptions, operating and technical maintenance manuals, etc. – a list and description>*

1. **Delivery Destination**

The goods will be delivered to the Latvian Institute of Organic Synthesis at Aizkraukles iela 21, Riga.

1. **Timetable and Delivery Deadlines**

The goods will be delivered and the related services will be performed before the following deadlines:

|  |  |  |
| --- | --- | --- |
| **Action** | **Deadline** | **Person in charge** |
|  |  |  |
|  |  |  |
|  |  |  |

1. **Installation of the Goods**

The installation of the goods shall be according to the following procedure *<description of the installation of the goods>*

1. **Examination and Testing of Operation of the Goods**

The following examinations will be carried out for the Goods:

|  |  |  |
| --- | --- | --- |
| **No.** | Name of the examination and/or test | Description of the examination and/or test |
|  |  |  |
|  |  |  |
|  |  |  |

1. **Warranty Obligations**

The supplier of the goods agrees to provide for the following warranty obligations over a period of <*number of months>* months:

*<description of the warranty obligations*>

1. **After-sales Services**

*<description of the after-sales services>*

1. **Other information (*as appropriate*)**

The intervals of technical maintenance of the equipment shall be indicated in the tender.

***NOTES:***

1. ***If goods are offered in more than one lot, separate tables shall be completed for each lot.***
2. ***The tenders for lots shall be arranged in ascending order according to the ordinal numbers.***

## SAMPLE 3

**FINANCIAL TENDER**

**Procurement title: “Supply of various equipment for research in pharmacology to the Latvian Institute of Organic Synthesis as part of ERDF Project “Development of the Scientific Infrastructure of a Pharmaceutical and Biomedical Research Centre of National Significance”**

**ID No.: OSI 2015/24 AK ERAF**

**We hereby submit our tender for the following procurement lots:**

***<Lot No.> <Title>***

***<******Name(s) of the equipment manufacturer(s)>***

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Code in the catalogue or a part number**  *(if any)* | **Name of the goods** | **Unit of goods** | **Unit price**  **EUR** | **Number of units** | **Amount**  **EUR** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| **Total price of goods less VAT** | | | | | |  |
| **Applicable VAT amount** | | | | | |  |
| **Total price of goods with the applicable VAT amount** | | | | | |  |

***NOTES:***

1. ***If goods are offered in more than one lot, separate tables shall be completed for each lot.***
2. ***The tenders for lots shall be arranged in ascending order according to the ordinal numbers.***

We hereby confirm that we have become familiar with the Competition Regulations and the documentation enclosed therein; our tender provides such term of validity and conditions as required under the Competition Regulations; and we guarantee the genuineness and accuracy of the provided information.

Signature of the authorised representative \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ For the seals:

Name, surname and position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of the Tenderer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SAMPLE INFORMATION ON THE TENDERER**

## SAMPLE 4.1

General information regarding the Tenderer:

|  |  |  |
| --- | --- | --- |
| **1.** | **Company name:** |  |
| **2.** | **Registration number** |  |
| **3.** | **Address:** |  |
| **4.** | **Contact persons:** |  |
| **5.** | **Telephone:** |  |
| **6.** | **Fax:** |  |
| **7.** | **Email *(compulsory)*:** |  |
| **8.** | **General internet website address:** |  |
| **9.** | **Place of registration:** |  |
| **10.** | **Year of registration:** |  |
| **11.** | **Business area of the company (short description):** |  |
| **12.** | **Financial details:** | **Bank name:** |
| **Address of the bank** *(including city, country, postal code):* |
| **Bank code:** |
| **Account number:** |

## SAMPLE 4.2

Information regarding the persons whose competence the Tenderer is relying on:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name** | **Status within the tender** | **Address, telephone, contact person** | **Scope of deliveries and services from the total scope**  **(%)** | **Short description of the works to be performed by subcontractors/partners** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

Signature of the authorised person of the Tenderer:

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