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APPROVED

Latvian Institute of Organic Synthesis

Procurement Commission

Meeting of 23 September, 2016

Minutes No. 2016/26 – 01

**DPP Latvian Institute of Organic Synthesis**

**Open Competition**

**“Supply of Laboratory models to the Latvian Institute of Organic Synthesis”**

**REGULATIONS**

**Procurement identification number**

OSI 2016/26 AK

Riga

2016

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**I. NODAĻA**

# INSTRUKCIJAS PRETENDENTIEM

## GENERAL ****INFORMATION****

* 1. **Procurement Identification Number**

**OSI 2016/26 AK**

CPV codes: Main subject matter: 03325000-3

* 1. **Contracting Authority**

|  |  |
| --- | --- |
| **Name of the Contracting Authority** | Derived Public Entity (DEP) Latvian Institute of Organic Synthesis |
| **Address** | Aizkraukles street 21, Riga, LV -1006, Latvia |
| **Reg. No.** | 90002111653 |
| **Bank Account No.** | LV08UNLA0050005032194 |
| **Contact Person** | Artūrs Aksjonovs |
| **Telephone No.** | +371 67014884 |
| **Fax No.** | +371 67014813 |
| **e-mail address** | arturs@osi.lv |
| **Business hours** | From 9.00 till 17.00 |

* 1. **Receipt of the Tender Procedure Regulations**

The Tender Procedure Regulations are available for downloading from the website of the Contracting Authority at http://www.osi.lv.

If the interested supplier requests the procurement procedure documents to be issued in printed form, the Contracting Authority shall issue the Regulations within a period of three working days after the receipt of the request for such documents, provided that the request for the documents has been submitted prior to the term for submission of the tender proposals.

* 1. **Procurement Method**

The procurement method shall be an open tender procedure (hereinafter - the Tender Procedure), organised in accordance with the *Public Procurement Law*.

* 1. **Submission and Opening of Tender Proposals**
     1. Tender Proposals shall be submitted in a single glued, sealed and signed envelope. If the Tender Proposal is not drawn up in accordance with the above mentioned requirement, it will be returned to the Tenderer without registration.
     2. Place of and procedure for submission of the Tender Proposal:
        1. The Tender Proposal shall be submitted in Room 112, on the 1st Floor of the Latvian Institute of Organic Synthesis, in Aizkraukles street 21, Riga.
        2. **The Tender Proposal** shall be submitted on working days from 9.00 - 17.00 o'clock, **till 14.00 o'clock on 3 November 2016.**
     3. Tender Proposals not submitted under the set procedure, drawn up so that the information contained in the Tender Proposal is not available till the moment of opening of the Tender Proposal, or received after the expiry of the specified term for submission, shall not be reviewed and shall be returned to the applicant thereof. The Tenderer, when submitting the Tender Proposal, may request confirmation that the Tender Proposal is received (with the reference of the time of receipt of the Tender Proposal).
     4. **Tender Proposals will be opened** atAizkraukles street 21, in the Conference Hall on the 2nd Floor, in Riga, **on 3 November 2016, at. 14.00 o'clock.** All interested persons may take part in the opening of the Tender Proposals, presenting a personal identification document. Names and held positions of all participants will be recorded in the register of participants of the meeting of the opening of the Tender Proposals.
     5. The Tenderers may revoke or introduce amendments to the submitted Tender Proposal prior to the expiry of the term specified in Clause 1.5.2.2 of the Regulations.
  2. **Validity of the Tender Proposal**
     1. The Tender Proposal submitted by the Tenderer shall be in effect, i.e. binding on the applicant till the conclusion of the procurement contract. The Tender Proposal of the Tenderer, who has been recognised as the winner of the Tender Procedure, shall form part of the contract.
     2. During the term of validity of the Tender Proposal the Tenderer shall not change the content and the price of its Tender Proposal.
  3. **Tender Proposal Security**

Tender Proposal security shall not be required.

* 1. **Layout of the Tender Proposal**
     1. The Tender Procedure Proposal, documents and correspondence between the Contracting Authority and the Tenderer related to the course of the Tender Procedure shall be in Latvian or English.
     2. The Tender Proposal shall be submitted in a glued, sealed and signed envelope, indicating the following:
        1. Name and address of the Contracting Authority;
        2. Name and address of the Tenderer;
        3. The following note:

**"Delivery of Test Animals for the Latvian Institute of Organic Synthesis"**

Procurement Identification **No.:  OSI 2016/26 AK**

Do not open till the meeting of the opening of the Tender Proposals."

* + 1. The Tender Proposal shall consist of three parts:
       1. Application for participation in the Tender Procedure, jointly with the documents of selection of the Tenderers;
       2. Technical Bid;
       3. Financial Bid.
    2. The Tender Proposal shall be sewn together (bound together), pages of the Tender Proposal shall be numbered and shall correspond to the attached table of contents. Documents of each part of the Tender Proposal shall bear a corresponding title "Application for Participation in the Tender Procedure", "Technical Bid" and "Financial Bid”.
    3. The Tenderer shall submit one original and one copy of the Tender Proposal. The original and the copy of the Tender Proposal shall, correspondingly, contain the reference "ORIGINAL" and "COPY”. The original and all copies of the Tender Proposal shall be placed into the envelope mentioned in Clause 1.8.2 herein above.
    4. The Tenderer shall also submit the electronic version of the Tender Proposal in the optical data carrier (CD or DVD disc). The electronically submitted Tender Proposal shall mandatorily include the parts "Technical Bid' and "Financial Bid", the part mentioned in Clause 1.8.3.1 may not be included as well. The data carrier containing the electronic version of the Tender Proposal shall be placed into the envelope mentioned in Clause 1.8.2 herein above.

The file of the electronic version of the Tender Proposal shall meet the following conditions:

* + - 1. The file of the electronic version of the Tender Proposal shall be in a format enabling full-text search by text fragment. The file may not be submitted as subsequently scanned images of the Tender Proposal.
      2. It is desirable to submit the file in a format compatible with *MS Office* applications; if the Tenderer does not have such possibilities, it may choose any other common and / or freely publicly accessible file format.
    1. Documents included in the Tender Proposal shall be clearly legible, without corrections, if corrections are introduced, they shall be confirmed by the signature of the authorised person.
    2. The Tender Proposal shall be signed by the CEO of the Tenderer or the authorised person thereof.
    3. The Tenderer shall submit a signed Tender Proposal. If the Tender Proposal is submitted by an association of persons, all persons belonging to the association of persons shall sign the Tender Proposal.
    4. If the Tender Proposal is submitted by an association of persons or a partnership, the Tender Proposal shall specify the person representing the corresponding association of persons or partnership in the Tender Procedure and authorised to sign the documents related to the Tender Procedure.
    5. When submitting the Tender Proposal or the application, the Tenderer shall be entitled to confirm the correctness of derivatives and translations of all submitted documents by a single confirmation, if the entire Tender Proposal or the application is sewn or bound together.
    6. The Tenderers may receive back the Tender Proposals submitted prior to the expiry of the term for submission of the Tender Proposals, if the Tenderer is willing to revoke its Tender Proposal or to amend the content thereof; as well in the case mentioned in Section 55, Paragraph 41 of the P*ublic Procurement Law* (PPL).
    7. The procurement documentation shall be issued to the Tenderers free of charge. The Tender Procedure Regulations shall be freely available in electronic form.
  1. **Other Information**
     1. If the Tenderer has questions or additional information requests regarding the requirements of the Tender Procedure Regulations, technical specifications or the draft procurement contract attached to the Regulations, they shall be submitted to the Procurement Commission, sending them by post or to the electronic mail address arturs@osi.lv.

If a written question is received from the Tenderer to the above mentioned electronic mail address, the Contracting Authority, as soon as possible, however no later than within a period of five days, shall prepare a written answer and, jointly with the question asked (without indicating the applicant,) shall also post it on the website of the Contracting Authority.

In accordance with Section 30, Paragraph four of the *Public Procurement Law* and taking into account that the Regulations of the procurement are freely available in electronic form and the Contracting Authority has no possibility to gather information about the scope of the Tenderers preparing the Tender Proposals for the procurement, the Tenderers shall themselves be liable for getting timely acquainted with information posted on the website of the Procurement Monitoring Bureau (PMB) and / or the Contracting Authority on any changes or adjustments to the Regulations.

* + 1. Composition of the Procurement Commission:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Name, Surname** | **Position** | **Signature** |
| **Chairperson of the Commission** | Osvalds Pugovičs | Director |  |
| **Members of the Commission** | Ivars Kalviņš | Principal Investigator |  |
|  | Dace Kārkle | Deputy Director |  |
|  | Gunārs Duburs | Principal Investigator |  |
|  | Modris Banka | Chief Engineer |  |
| **Secretary** | Artūrs Aksjonovs | Head of the Procurement Department |  |

* + 1. The Procurement Commission has been established by order No. 1.1. - 2/13 (13 February 2015).

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

* 1. **Subject of the Procurement**

The subject matter of the procurement shall be the delivery of animals (small rodents) necessary for tests and studies to the Latvian Institute of Organic Synthesis, within the scope of all research projects to be implemented in the Institute. Including, but not limited to the scope necessary for the fulfilment of the projects co-financed by the EU Seventh Framework Programme (FW7) Horizon 2020, the European Regional Development Fund (hereinafter - the ERDF), as well as the projects co-financed by other cross-border financial mechanisms.

The Supplier shall be obliged to perform the delivery of equipment in accordance with the requirements set forth in the Technical Specification (Chapter II).

* 1. **Number of Tender Proposals**

The Tenderer may submit one Tender Proposal **on one or more positions from technical specifications of the procurement** in accordance with the Technical Specification (see Chapter II of the Regulations "Technical Specifications").

* 1. **Conditions for Conclusion of the Agreement**
     1. One framework agreement will be concluded with each Tenderer submitting Tender Proposal on at least one position from the technical specification.
     2. Framework agreement provides the reopening of the competition between suppliers for award of the contracts.
  2. **Place of Fulfilment of the Contracts**

The place of fulfilment of the contracts shall be in accordance with the Tender Proposal of the Tenderer.

* 1. **Conditions for the delivery of Goods**

Goods must be delivered to the Riga International Airport or to the premises of the Contracting Authority.

* 1. **Term for Fulfilment of the Contracts**

The term for fulfilment of the contracts shall be till 31 December 2019 or till the achievement of the maximum contractual amount.

* 1. **The amount of the Agreement**

The total contractual amount is not determined, but it may not exceed EUR 134, 999.99, VAT excluded, in total for all contracts within this Agreement.

* 1. **Conditions for Fulfilment of the Contract**
     1. Deliveries of the goods shall be performed in parts, upon the request of the Contracting Authority, till the final date of the procurement.
     2. The amendments to the procurement contract, if any are necessary, shall be introduced in compliance with the provisions of Section 671 of the PPL.

## CONDITIONS FOR THE EXCLUSION OF THE TENDERERS, SELECTION AND QUALIFICATION REQUIREMENTS

* 1. **Conditions for Participation of the Tenderer in the Tender Procedure**
     1. Any person or association of persons from any country, registered under the procedure prescribed by law and corresponding to the requirements set forth in the Regulations, may take part in the Tender Procedure.
  2. **Provisions for Exclusion of the Tenderers**
     1. The Contracting Authority shall exclude the Tenderer from participation in a procurement procedure in accordance with the provisions of Section 391 of the PPL.
     2. The provisions for exclusion mentioned in Section 391, Paragraph one of the PPL shall also apply to:
        1. a member of the partnership, if the Tenderer is a partnership;
        2. a person designated by the Tenderer, whose capabilities the Tenderer relies upon, in order to confirm that its qualification corresponds to the requirements set in the notice of contract or procurement procedure documents, (except for Section 391, Paragraph one, Clause 1 of the PPL).
     3. The Contracting Authority shall not exclude the Tenderer from participation in a procurement procedure, if:
        1. three years have passed from the day when the judgement of a court, the punishment prescription of a prosecutor or a decision taken by another competent authority on infringements referred to in Section 391, Paragraph one, Clause 1 and Clause 2, Sub-clause “a” of the PPL became non-disputable and not subject to appeal till the day when the application or tender proposal was submitted.
        2. 12 months have passed from the day when the judgement of a court, the punishment prescription of a prosecutor or a decision taken by another competent authority on infringements referred to in Section 391, Paragraph one, Clause 2, Sub-clause “b” and Clause 3 of the PPL became non-disputable and not subject to appeal till the day when the application or tender proposal was submitted.
     4. If the Contracting Authority detects that the Tenderer, on the final date of the term for submission of the application or the Tender Proposal or on the day, when the decision is taken on awarding the rights to enter into the contract, has tax debts, including debts of mandatory state social insurance contributions, the sum total whereof exceeds 150 euro, the Contracting Authority shall proceed in accordance with Section 391, Paragraph five of the PPL.
     5. If the Tenderer falls under the case of exclusion mentioned in Section 391, Paragraph one, Clause 1, 2, 3, 4, 5, 6 or 7 of the PPL, the Tenderer shall specify it in the Tender Proposal and, if it is recognised as such it shall be awarded the rights to enter into the contract, shall submit an explanation and evidence in accordance with the provisions of Section 393, Paragraph two of the PPL.
     6. If the Tenderer fails to submit an explanation and evidence, the Contracting Authority shall exclude the particular Tenderer from participation in the procurement procedure.
     7. The Contracting Authority shall assess the measures taken by the Tenderer and the evidence thereof in accordance with the provisions of Section 393, Paragraphs four and five of the PPL.
  3. **Qualification Requirements**
     1. The Tenderer shall have a permit from the competent authority of its country to carry out the breeding, reproduction and trade of test animals.

*If the tenderer is registered in a foreign state, permit shall be submitted if it is required in the tenderer’s country of registration.*

## DOCUMENTS TO BE SUBMITTED

* 1. **Selection Documents of the Tenderers**
     1. Application for participation in the Tender Procedure.

The application of the Tenderer for participation in the Tender Procedure shall confirm the commitment of the Tenderer to perform the delivery of the Goods in accordance with the requirements of the Regulations. The application shall be signed by a person or persons authorised to do it on behalf of the company. The signature of each person shall be accompanied with the name of the signatory (full name, surname and position held by the signatory shall be specified).

* + 1. The application for participation in the Tender Procedure shall be prepared in accordance with the form attached hereto. See Form 1 of Chapter IV of the Regulations.
    2. General information on the Tenderer in accordance with Form 4.1 of Chapter IV of the Regulations. All fields shall be mandatorily filled out.
    3. If the Tenderer relies upon other persons for the confirmation of its qualification, information on these persons shall be submitted in accordance with Form 4.2 of Chapter IV of the Regulations, specifying therein the name, surname (firm name) of a person, contact person of a person and a short description of the manner of participation of a person in the fulfilment of the procurement contract. The referred to persons shall submit written confirmation on the readiness to participate in the fulfilment of the contract.
    4. If the Tenderer is registered or permanently residing in a foreign country, it shall submit the following documents:
       1. Copy of a registration certificate issued by the register of enterprises of the country of registration;
       2. Notice issued by the register of enterprises of the country of registration on the officials of the Tenderer with signatory powers.
  1. **Qualification Documents of the Tenderers**
     1. The official document from the competent authority of the country of the Tenderer, confirming the rights to carry out the breeding, reproduction and trade of test animals.

*If it is required in the country of registration of the tenderer.*

* + 1. If the Tenderer relies upon other persons for confirmation of its qualification, the documents referred to in Clause 4.2.1 shall be submitted with respect to the persons, whose qualification the Tenderer relies upon in its Tender Proposal.
  1. **Documents necessary to assess whether the Tender Proposal of the Tenderer is not of unjustifiably low cost:**
     1. The Tender Proposal shall be accompanied by the printout from the electronic declaration system of the State Revenue Service regarding the average hourly rates of the Tenderer and the subcontractors specified in its Tender Proposal by occupation groups during the respective time period in accordance with Section 48, Paragraph 11 of the *Public Procurement Law.*
     2. If the Contracting Authority detects the circumstances referred to in Section 48, Paragraph 11 of the PPL, it shall request a detailed explanation from the Tenderer regarding the significant conditions of the Tender Proposal, as well as shall request the opinion from the State Revenue Service regarding the justification of the average hourly rate of the Tenderer and the subcontractors specified in its Tender Proposal in accordance with the economic activity carried out by the Tenderer and the subcontractors specified in its Tender Proposal.
  2. **Documents necessary for assessment of the provisions for exclusion of the Tenderers whom the contract shall be awarded to.**
     1. To verify if the Tenderer shall be excluded from participation in a procurement procedure or not, the Contracting Authority shall obtain information regarding the Tenderer through the information system prescribed by the Cabinet of Ministers in accordance with the provisions of Section 391 of the PPL.
     2. To verify if the Tenderer registered or permanently residing in a foreign country shall be subject to exclusion from participation in the procurement procedure or not, the Contracting Authority shall, in accordance with the provisions of Section 391 of the PPL, request that the Tenderer submits the notice (notices) issued by the competent authority of the relevant country confirming that the Tenderer shall not be subject to the provisions for exclusion from the procurement procedure.
     3. To verify if the member of the Management Board or the Supervisory Board, the person with representation powers or the holder of procuration of the Tenderer registered in Latvia, or the person authorised to represent the candidate or the Tenderer in the activities related to the branch and registered or permanently residing in a foreign country, or the Tenderer registered or permanently residing in a foreign country shall be subject to the provisions for exclusion prescribed in Section 391, Paragraph one of the PPL or not, the Contracting Authority shall request that the Tenderer submits the notice issued by the competent authority of the relevant country confirming that the Tenderer shall not be subject to the cases referred to in Section 391, Paragraph one of the PPL. The Contracting Authority shall set the term for submission of the notice of at least 10 working days after the day of issuance or sending of the request. If the relevant candidate or Tenderer fails to submit the referred to notice within the set term, the Contracting Authority shall exclude it from participation in the procurement procedure.
     4. The Contracting Authority shall verify the documents referred to in Clauses 4.4.1 - 4.4.3 also with respect to the persons referred to in Clause 3.2.2 of the Regulations.
  3. **Technical Bid**
     1. The Technical Bid shall be prepared in accordance with the requirements set forth in the Technical Specifications (Chapter II). The Tenderer shall prepare the Technical Bid in accordance with Form 2 of Chapter IV of the Regulations "Forms for Preparation of a Tender Proposal”.
     2. In cases where the Technical Bid specifies particular materials or technical solutions, when preparing the Technical Bid, the Tenderer may choose to offer the specified materials or technical solutions or equivalents thereof. *(This provision shall not apply to requirements on compatibility with the equipment in the ownership of the Contracting Authority; the compatibility, if any is requested in the Technical Specification, shall be ensured with respect to the particular specified models of the equipment).*
     3. In cases where the Technical Specification requires the conformity of the goods to particular standards, when preparing the Technical Bid, the Tenderer may choose to offer goods that conform to the specified or equivalent standards.
  4. **Financial Bid**
     1. The Financial Bid shall be prepared, taking into account the volume and characteristics of the Goods and Related Services to be delivered specified in the Technical Specifications in accordance with the form of the Financial Bid (Form 3 of Chapter IV of the Regulations).
     2. The prices in the Financial Bid shall be stated in EUR, separately specifying the price without value added tax, the applicable VAT (in the corresponding percentage) and the price with VAT. The Financial Bid shall contain the prices of each unit of the goods.
     3. The prices of the unit of the goods in the Financial Bid shall be stated as FCA (“Free Carrier” according to INCOTERMS 2010).
     4. The Tender shall indicate the maximum unit price in the Financial Bid. Within the reopened competition tenderer may offer lower prices for required goods.
     5. Costs of delivery of goods (in accordance with paragraph 2.5.) shall be determined and included in tenderer’s Financial offer **only within reopened competition** in accordance with the requests of Contracting Authority.

## CRITERIA FOR EVALUATION AND SELECTION OF THE TENDER PROPOSAL

* 1. **Presentation of Delivery of Goods**
     1. The presentation of goods is not planned.
  2. **Verification of the Layout of the Tender Proposal**
     1. The assessment of conformity of the layout of the Tender Proposal, the selection and qualification documentation of the Tenderers, the Technical Bid and the Financial Bid shall be carried out by the Procurement Commission at the closed meeting of the Commission.
     2. The Procurement Commission shall, first of all, verify if the Tender Proposals submitted by the Tenderers comply with the requirements of the Regulations, namely, if all the documents specified in Clause 4 of the Regulations have been submitted, as well as shall perform the verification of the layout of the Tender Proposal in accordance with the requirements mentioned in Clause 1.8 of the Regulations.
     3. If the Tender Proposal does not meet the requirements of the Regulations or is not duly drawn up, the Procurement Commission shall reserve the rights to resolve upon the rejection of such Tender Proposal.
  3. **Conformity and Qualification Check of the Tenderers**
     1. During the conformity check of the Tenderers the Procurement Commission will carry out the verification of the documents stated in Clause 4.1 of the Regulations, to make sure that the Tenderer meets the requirements for selection of the Tenderers prescribed in Clause 3 of the Regulations.
     2. After the conformity check the Commission will assess the qualification documents submitted by the Tenderers.
     3. The Procurement Commission shall reject, without further review, the Tender Proposals of the Tenderers it does not recognise as conforming to and / or insufficiently qualified for delivery of the goods.
  4. **Criteria for Selection of the Tender Proposal**
     1. The Procurement Commission shall carry out the conformity check of the Technical Bids, during which the Commission shall assess the conformity of the Technical Bids to the Technical Specifications. **If the Technical Bid of the Tenderer does not meet the requirements of the Technical Specifications, the Procurement Commission shall not continue the further review of such Tender Proposal.**
     2. In the case of doubts, the Procurement Commission shall carry out an authenticity check of information contained in the Tender Proposals, by means of all available information sources (in accordance with Clause 7.1.4 of the Regulations). **Should it turn out that the Tender Proposal of the Tenderer contains false information, it may be rejected.**
     3. If the features of a low cost proposal are detected in the documents submitted by the Tenderer, the Procurement Commission shall proceed in accordance with the provisions of Section 48 of the PPL.
     4. **For the conclusion of the framework agreement the Procurement Commission shall choose all Tender Proposals, meeting the requirements of the Regulations and the Technical Specifications for at least one position from Technical Specification**, provided that the Tenderer meets the requirements selection and qualification criteria of the Tenderers.
     5. When assessing the price, the Commission shall take into account the total price of the Tender Proposal without value added tax. In the case of the detection of an arithmetic error in the Financial Bid, the Procurement Commission shall correct the errors.
     6. The Procurement Commission shall inform the Tenderer, in whose Tender Proposal corrections have been introduced, about all corrections of the arithmetic errors within a period of 3 (three) working days. The Procurement Commission shall continue to assess the corrected Tender Proposals, taking into account the introduced corrections.

## PROCUREMENT CONTRACT

* 1. The Contracting Authority will enter into the procurement contract with the selected Tenderer, on the basis of the Tender Proposal of the Tenderer and in accordance with the provisions of the Regulations, and the draft procurement contract in Chapter III of the Regulations.
  2. The contract with the selected Tenderer shall be entered into no sooner than on the next working day following the end of the waiting period, if a complaint regarding infringements of the procurement procedure has not been submitted to the Procurement Monitoring Bureau in accordance with the procedures specified in Section 83 of the *Public Procurement Law*. In accordance with the *Public Procurement Law* the waiting period shall be as follows:
     1. 10 days after the day when the information on the results of the procurement procedure have been sent to all Tenderers by fax or in electronic form, using a secure electronic signature, or handed over in person, and one additional working day;
     2. 15 days after the day when the information referred to in Clause 6.2.1 herein above has been sent, if it has been sent by post to at least one Tenderer, and one additional working day;
     3. If the last day of the waiting period referred to in Clauses 6.2.1 or 6.2.2 herein above is a working day, before which it was a holiday or public holiday, the waiting period shall be extended for one working day.
  3. If the Tenderer has any questions or additional information requests regarding the conditions of the draft procurement contract attached to the Regulations, they shall be expressed at least six days before the expiry of the term for the opening of the Tender Proposals. The Procurement Commission shall be entitled to assess whether the request has been submitted allowing enough time for the provision of an answer.

The objections related to the conditions of the draft contract specified in the Tender Proposal and submitted after the opening of the Tender Proposal will not be taken into account.

* 1. The Tenderer shall be obliged to ensure that the prices will not increase during the entire period of fulfilment of the Framework Agreement. Possible inflation, changes in market conditions or any other circumstances may not form grounds for an increase of the price, and the Tenderer shall be obliged to forecast and calculate the consequences caused by such processes, when preparing the Financial Bid.

## RIGHTS AND OBLIGATIONS OF THE PROCUREMENT COMMISSION

* 1. **Rights of the Procurement Commission**
     1. The Procurement Commission shall be entitled to introduce amendments to the regulations in accordance with the procedure set forth in Section 29, Paragraph three of the *Public Procurement Law.*
     2. The Procurement Commission shall be entitled to assess whether the Tenderer has submitted the additional information request allowing enough time for the Procurement Commission to be able to answer it in accordance with the requirements of Section 30, Paragraph three of the *Public Procurement Law*.
     3. To request that the Tenderer adjusts information about its Tender Proposal, if it is necessary for verification of the layout of the Tender Proposals, qualification check of the Tenderers, as well as for the assessment of the Technical or Financial Bids in accordance with the provisions of Section 45 of the PPL.
     4. The Procurement Commission shall be entitled to verify the authenticity of the submitted information.
     5. To correct arithmetic errors in the Financial Bids.
     6. To attract experts for the verification of the layout of the Tender Proposal, qualification check of the Tenderers and evaluation of the Technical and Financial Bids.
     7. The Procurement Commission shall be entitled to adopt the decision to conclude the procurement contract or to terminate the Tender Procedure, without selecting any Tender Proposal in accordance with these Regulations and the *Public Procurement Law.*
     8. To select the next compliant Tender Proposal with the lowest price, if the selected Tenderer refuses to conclude the procurement contract with the Contracting Authority.
  2. **Obligations of the Procurement Commission**
     1. To ensure the procedural course and documentation of the Tender Procedure.
     2. To ensure free competition among the Tenderers, as well as the equal and fair treatment thereof.
     3. Upon the request of the interested persons, to provide information and answer the additional requests of the Tenderers regarding the Regulations in accordance with the provisions of Section 30 of the *Public Procurement Law*. The Contracting Authority shall provide information regarding the requirements contained in the procurement procedure documents with respect to the preparation and submission of the Tender Proposals at least six days before the expiry of the term for submission of the applications, provided that the request has been submitted in a timely manner.
     4. To evaluate the Tenderers and the Tender Proposals submitted by them in accordance with the *Public Procurement Law*, other legal framework and the Regulations, to select the Tender Proposal or to take a decision on the termination of the Tender Procedure, without selecting any Tender Proposal.
     5. Within a period of three working days after the adoption of the decision to enter into the procurement contract or the decision to terminate the Tender Procedure, without selecting any Tender Proposals, to concurrently (on the same day) send all Tenderers information on the adopted decision. Within a period of three days after informing the Tenderers, to post on the website of the Procurement Monitoring Bureau the notice regarding the results of a procurement procedure, mentioned in Section 27, Paragraph one of the *Public Procurement Law*.
     6. If only one Tenderer meets all the selection requirements set forth in the Tender Procedure Regulations or the notice of the contract, the Procurement Commission shall prepare and include justification of the fact that the set requirements for the selection of the Tenderers are objective and commensurate in the procurement procedure notice. If the Commission is not able to justify that the set requirements for the selection of the Tenderers are objective and commensurate, it shall adopt the decision to terminate the procurement procedure.

## RIGHTS AND OBLIGATIONS OF THE TENDERER

* 1. **Rights of the Tenderer**
     1. To unite in association with other suppliers and to submit one joint Tender Proposal.
     2. The Tenderer shall be entitled to set conditions for the confidentiality of its information, submitted by it to the Procurement Commission.
     3. The Tenderer shall be entitled to request additional information regarding the Regulations in accordance with the provisions of Section 30, Paragraph three of the *Public Procurement Law*.
     4. The Tenderer shall be entitled to file an application regarding the requirements contained in the open Tender Procedure Regulations and the notice of the contract to the Procurement Monitoring Bureau at least 10 days before the expiry of the term for submission of the Tender Proposals.
     5. When submitting the Tender Proposal, to request confirmation that the Tender Proposal is received.
     6. Prior to the expiry of the term for submission of the Tender Proposals, to amend or revoke the submitted Tender Proposal.
     7. To take part in the meeting of the opening of the Tender Proposals.
     8. To request that the Contracting Authority ensures the possibility to review the procurement procedure report. (Closing Report).
     9. The Tenderer shall be entitled to appeal the decision adopted by the Procurement Commission in the Procurement Monitoring Bureau in accordance with Section 83 of the *Public Procurement Law* (Prior to the conclusion of the procurement contract; see Clause 6.2 of the Regulations).
  2. **Obligations of the Tenderer**
     1. To prepare the Tender proposals in accordance with the requirements of the Regulations.
     2. To provide true information.
     3. To provide answers to the requests of the Procurement Commission regarding additional information necessary for the verification of the layout of the Tender Proposals, qualification check of the Tenderers and the evaluation of the Tender Proposals.
     4. The Tenderer, by submitting the Tender Proposal, shall fully accept all the provisions contained in the open Tender Procedure Regulations.
     5. To cover all costs related to the preparation and submission of the Tender Proposal.

**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 street 21, Riga, LV-1006, Latvia.

**Description of the Supply**

The Latvian Institute of Organic Synthesis wishes to purchase laboratory models (rodents) for research in all implemented projects. Including, but not limited to projects co-financed by EU 7-th Framework programme (FW7), programme Horizon2020, European Regional Development Fund (ERDF) and other cross-border financial instruments.

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

**Provisions of the Delivery of Goods**

The Goods shall be supplied upon the request of the Contracting Authority till the 31.12.2019.

## Operating model of the Framework agreement

1. A tenderer may submit a tender for one or more lines of the Technical specifications (strains).
2. In his Tender, the tenderer shall indicate the maximum prices for the laboratory models (strains) from the Technical specification, he can offer now.
3. Due to the limited size of the market and for ensuring maximum competition Framework Agreement will be signed with all tenderers who will have submitted an appropriate tenders for at least one position (strain) of the Technical specification.
4. The Framework Agreement provides reopening of the competition between suppliers for contracts, which is implemented in the following way:
   1. The Contracting Authority (CA) shall send the list of laboratory models (strains), necessary amount and delivery date (week) to all the suppliers within Framework Agreement;
   2. The CA shall determine time for the preparation of bids that is no less than 3 (three) working days;
   3. Suppliers shall submit their bids to the CA in accordance with the conditions of the Framework Agreement including requested laboratory models and delivery either to Riga International Airport (RIX) or to CA address at Aizkraukles street 21, Riga (by Supplier selection).
   4. Suppliers must submit offer for the whole of the requested laboratory models to the CA (all strains, full amount) including delivery on the date (week) specified by the CA.
   5. Suppliers in their bids for contracts should not exceed the unit prices for laboratory models submitted in their Financial Offers to this Procurement procedure (except in cases when the CA has requested “old” animals aged over the reference age of 20 weeks).
5. The Suppliers in bids for contracts can also include the required laboratory models which originally was not included in their tenders if the breading of these models has started after the deadline for the submission of tenders.
6. The CA retain rights to a limited extent (up to 10% of the total volume of the Framework Agreement) to include requests for the new strains, which are not included in the Technical specification of this procurement procedure.

## THE SPECIFICATIONS OF Laboratory models

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Strain** | **Gender** | | **Age, weeks** | **Expected number of animals per order** |
| **MICE** |  | |  |  |
| Hsd:ICR (CD-1) | male | | 4-6 | 50-250 |
| Hsd:ICR (CD-1) | male | | 6-8 | 50-250 |
| Hsd:ICR (CD-1) | male | | 8-10 | 50-250 |
| Hsd:ICR (CD-1) | male | | aged\* | 50-250 |
| Hsd:ICR (CD-1) | female | | 4-6 | 50-250 |
| Hsd:ICR (CD-1) | female | | 6-8 | 50-250 |
| Hsd:ICR (CD-1) | female | | 8-10 | 50-250 |
| Hsd:ICR (CD-1) | female | | aged | 50-250 |
| Hsd:NIHS | male | | 4-6 | 20-200 |
| Hsd:NIHS | male | | 6-8 | 20-200 |
| Hsd:NIHS | male | | 8-10 | 20-200 |
| Hsd:NIHS | male | | aged | 20-200 |
| Hsd:NIHS | female | | 4-6 | 20-200 |
| Hsd:NIHS | female | | 6-8 | 20-200 |
| Hsd:NIHS | female | | 8-10 | 20-200 |
| Hsd:NIHS | female | | aged | 20-200 |
| BALB/cOlaHsd | male | | 4-6 | 20-200 |
| BALB/cOlaHsd | male | | 6-8 | 20-200 |
| BALB/cOlaHsd | male | | 8-10 | 20-200 |
| BALB/cOlaHsd | male | | aged | 20-200 |
| BALB/cOlaHsd | female | | 4-6 | 20-200 |
| BALB/cOlaHsd | female | | 6-8 | 20-200 |
| BALB/cOlaHsd | female | | 8-10 | 20-200 |
| BALB/cOlaHsd | female | | aged | 20-200 |
| HsdWin:NMRI | male | | 4-6 | 20-200 |
| HsdWin:NMRI | male | | 6-8 | 20-200 |
| HsdWin:NMRI | male | | 8-10 | 20-200 |
| HsdWin:NMRI | male | | aged | 20-200 |
| HsdWin:NMRI | female | | 4-6 | 20-200 |
| HsdWin:NMRI | female | | 6-8 | 20-200 |
| HsdWin:NMRI | female | | 8-10 | 20-200 |
| HsdWin:NMRI | female | | aged | 20-200 |
| C57BL/6JRccHsd | male | | 4-6 | 20-200 |
| C57BL/6JRccHsd | male | | 6-8 | 20-200 |
| C57BL/6JRccHsd | male | | 8-10 | 20-200 |
| C57BL/6JRccHsd | male | | aged | 20-200 |
| C57BL/6JRccHsd | female | | 4-6 | 20-200 |
| C57BL/6JOlaHsd | female | | 6-8 | 20-200 |
| C57BL/6JOlaHsd | female | | 8-10 | 20-200 |
| C57BL/6JOlaHsd | female | | aged | 20-200 |
| CBA/Ca Inbred Mice | male | | 4-6 | 20-200 |
| CBA/Ca Inbred Mice | male | | 6-8 | 20-200 |
| CBA/Ca Inbred Mice | male | | 8-10 | 20-200 |
| CBA/Ca Inbred Mice | female | | 4-6 | 20-200 |
| CBA/Ca Inbred Mice | female | | 6-8 | 20-200 |
| CBA/Ca Inbred Mice | female | | 8-10 | 20-200 |
| ob/ob B6.V-Lepob/OlaHsd | male | | 4-6 | 10-50 |
| ob/ob B6.V-Lepob/OlaHsd | male | | 6-8 | 10-50 |
| ob/ob B6.V-Lepob/OlaHsd | male | | 8-10 | 10-50 |
| ob/ob B6.V-Lepob/OlaHsd | female | | 4-6 | 10-50 |
| ob/ob B6.V-Lepob/OlaHsd | female | | 6-8 | 10-50 |
| ob/ob B6.V-Lepob/OlaHsd | female | | 8-10 | 10-50 |
| ob/+ | male | | 4-6 | 10-30 |
| ob/+ | male | | 6-8 | 10-30 |
| ob/+ | male | | 8-10 | 10-30 |
| ob/+ | female | | 4-6 | 10-30 |
| ob/+ | female | | 6-8 | 10-30 |
| ob/+ | female | | 8-10 | 10-30 |
| db/db (BKS.Cg -+ Leprdb/+ Leprdb/OlaHsd) | male | | 4-6 | 10-50 |
| db/db (BKS.Cg -+ Leprdb/+ Leprdb/OlaHsd) | male | | 6-8 | 10-50 |
| db/db (BKS.Cg -+ Leprdb/+ Leprdb/OlaHsd) | male | | 8-10 | 10-50 |
| db/db (BKS.Cg -+ Leprdb/+ Leprdb/OlaHsd) | female | | 4-6 | 10-50 |
| db/db (BKS.Cg -+ Leprdb/+ Leprdb/OlaHsd) | female | | 6-8 | 10-50 |
| db/db (BKS.Cg -+ Leprdb/+ Leprdb/OlaHsd) | female | | 8-10 | 10-50 |
| db/+ (BKS.Cg-m +/+ Leprdb/OlaHsd (Lean) | male | | 4-6 | 10-30 |
| db/+ (BKS.Cg-m +/+ Leprdb/OlaHsd (Lean) | male | | 6-8 | 10-30 |
| db/+ (BKS.Cg-m +/+ Leprdb/OlaHsd (Lean) | male | | 8-10 | 10-30 |
| db/+ (BKS.Cg-m +/+ Leprdb/OlaHsd (Lean) | female | | 4-6 | 10-30 |
| db/+ (BKS.Cg-m +/+ Leprdb/OlaHsd (Lean) | female | | 6-8 | 10-30 |
| db/+ (BKS.Cg-m +/+ Leprdb/OlaHsd (Lean) | female | | 8-10 | 10-30 |
| HsdCpb:NMRI-Foxn1nu | male | | 4-6 | 10-50 |
| HsdCpb:NMRI-Foxn1nu | male | | 6-8 | 10-50 |
| HsdCpb:NMRI-Foxn1nu | male | | 8-10 | 10-50 |
| HsdCpb:NMRI-Foxn1nu | female | | 4-6 | 10-50 |
| HsdCpb:NMRI-Foxn1nu | female | | 6-8 | 10-50 |
| HsdCpb:NMRI-Foxn1nu | female | | 8-10 | 10-50 |
| BALB/cJHan®Hsd-*Prkdcscid* | male | | 4-6 | 10-50 |
| BALB/cJHan®Hsd-*Prkdcscid* | male | | 6-8 | 10-50 |
| BALB/cJHan®Hsd-*Prkdcscid* | male | | 8-10 | 10-50 |
| BALB/cJHan®Hsd-*Prkdcscid* | female | | 4-6 | 10-50 |
| BALB/cJHan®Hsd-*Prkdcscid* | female | | 6-8 | 10-50 |
| BALB/cJHan®Hsd-*Prkdcscid* | female | | 8-10 | 10-50 |
| HsdWin:NMR | male | | 4-6 | 10-50 |
| HsdWin:NMR | male | | 6-8 | 10-50 |
| HsdWin:NMR | male | | 8-10 | 10-50 |
| HsdWin:NMR | female | | 4-6 | 10-50 |
| HsdWin:NMR | female | | 6-8 | 10-50 |
| HsdWin:NMR | female | | 8-10 | 10-50 |
| Hsd:Athymic Nude-Foxn1nu | male | | 4-6 | 10-50 |
| Hsd:Athymic Nude-Foxn1nu | male | | 6-8 | 10-50 |
| Hsd:Athymic Nude-Foxn1nu | male | | 8-10 | 10-50 |
| Hsd:Athymic Nude-Foxn1nu | female | | 4-6 | 10-50 |
| Hsd:Athymic Nude-Foxn1nu | female | | 6-8 | 10-50 |
| Hsd:Athymic Nude-Foxn1nu | female | | 8-10 | 10-50 |
| ICR outbred | male | | 4-6 | 50-250 |
| ICR outbred | male | | 6-8 | 50-250 |
| ICR outbred | male | | 8-10 | 50-250 |
| ICR outbred | male | | aged | 50-250 |
| ICR outbred | female | | 4-6 | 50-250 |
| ICR outbred | female | | 6-8 | 50-250 |
| ICR outbred | female | | 8-10 | 50-250 |
| ICR outbred | female | | aged | 50-250 |
| Swiss Webster outbred | male | | 4-6 | 20-200 |
| Swiss Webster outbred | male | | 6-8 | 50-250 |
| Swiss Webster outbred | male | | 8-10 | 50-250 |
| Swiss Webster outbred | male | | aged | 50-250 |
| Swiss Webster outbred | female | | 4-6 | 50-250 |
| Swiss Webster outbred | female | | 6-8 | 50-250 |
| Swiss Webster outbred | female | | 8-10 | 50-250 |
| Swiss Webster outbred | female | | aged | 50-250 |
| Balb/cOla | male | | 4-6 | 20-200 |
| Balb/cOla inbred | male | | 6-8 | 50-250 |
| Balb/cOla inbred | male | | 8-10 | 50-250 |
| Balb/cOla inbred | male | | aged | 50-250 |
| Balb/cOla inbred | female | | 4-6 | 50-250 |
| Balb/cOla inbred | female | | 6-8 | 50-250 |
| Balb/cOla inbred | female | | 8-10 | 50-250 |
| Balb/cOla inbred | female | | aged | 50-250 |
| C57bl6/J inbred | male | | 4-6 | 20-200 |
| C57bl6/J inbred | male | | 6-8 | 50-250 |
| C57bl6/J inbred | male | | 8-10 | 50-250 |
| C57bl6/J inbred | male | | aged | 50-250 |
| C57bl6/J inbred | female | | 4-6 | 50-250 |
| C57bl6/J inbred | female | | 6-8 | 50-250 |
| C57bl6/J inbred | female | | 8-10 | 50-250 |
| C57bl6/J inbred | female | | aged | 50-250 |
| C57bl6/N inbred | male | | 4-6 | 20-200 |
| C57bl6/N inbred | male | | 6-8 | 50-250 |
| C57bl6/N inbred | male | | 8-10 | 50-250 |
| C57bl6/N inbred | male | | aged | 50-250 |
| C57bl6/N inbred | female | | 4-6 | 50-250 |
| C57bl6/N inbred | female | | 6-8 | 50-250 |
| C57bl6/N inbred | female | | 8-10 | 50-250 |
| C57bl6/N inbred | female | | aged | 50-250 |
| B6.129P2-*Apoetm1Unc* N11 | male | | 3-8 | 30-60 |
| B6.129P2-*Apoetm1Unc* N11 | female | | 3-8 | 30-60 |
| B6.129P2-*Apoetm1Unc* N11 | male | | 9-12 | 30-60 |
| B6.129P2-*Apoetm1Unc* N11 | female | | 9-12 | 30-60 |
| tg/wt; STOCK Tg(Prnp-MAPT\*P301L)JNPL3Hlmc | male | | 3-12 | 30-60 |
| tg/wt; STOCK Tg(Prnp-MAPT\*P301L)JNPL3Hlmc | female | | 3-12 | 30-60 |
| wt/wt; STOCK Tg(Prnp-MAPT\*P301L)JNPL3Hlmc | male | | 3-12 | 30-60 |
| wt/wt; STOCK Tg(Prnp-MAPT\*P301L)JNPL3Hlmc | female | | 3-12 | 30-60 |
| tg/tg; STOCKTg(Prnp-MAPT\*P301L)JNPL3Hlmc | male | | 3-12 | 30-60 |
| tg/tg; STOCKTg(Prnp-MAPT\*P301L)JNPL3Hlmc | female | | 3-12 | 30-60 |
| **RATS** |  | |  |  |
| RccHan:WIST | male | | 4-6 | 20-200 |
| RccHan:WIST | male | | 6-8 | 20-200 |
| RccHan:WIST | male | | 8-10 | 20-200 |
| RccHan:WIST | female | | 4-6 | 20-200 |
| RccHan:WIST | female | | 6-8 | 20-200 |
| RccHan:WIST | female | | 8-10 | 20-200 |
| Hsd:Sprague Dawley® SD® | male | | 4-6 | 20-200 |
| Hsd:Sprague Dawley® SD® | male | | 6-8 | 20-200 |
| Hsd:Sprague Dawley® SD® | male | | 8-10 | 20-200 |
| Hsd:Sprague Dawley® SD® | female | | 4-6 | 20-200 |
| Hsd:Sprague Dawley® SD® | female | | 6-8 | 20-200 |
| Hsd:Sprague Dawley® SD® | female | | 8-10 | 20-200 |
| SS/JrHsd | male | | 4-6 | 20-200 |
| SS/JrHsd | male | | 6-8 | 20-200 |
| SS/JrHsd | male | | 8-10 | 20-200 |
| SS/JrHsd | female | | 4-6 | 20-200 |
| SS/JrHsd | female | | 6-8 | 20-200 |
| SS/JrHsd | female | | 8-10 | 20-200 |
| F344/NHsd | male | | 4-6 | 20-200 |
| F344/NHsd | male | | 6-8 | 20-200 |
| F344/NHsd | male | | 8-10 | 20-200 |
| F344/NHsd | female | | 4-6 | 20-200 |
| F344/NHsd | female | | 6-8 | 20-200 |
| F344/NHsd | female | | 8-10 | 20-200 |
| SHR/NHsd | male | | 4-6 | 20-200 |
| SHR/NHsd | male | | 6-8 | 20-200 |
| SHR/NHsd | male | | 8-10 | 20-200 |
| SHR/NHsd | female | | 4-6 | 20-200 |
| SHR/NHsd | female | | 6-8 | 20-200 |
| SHR/NHsd | female | | 8-10 | 20-200 |
| Wistar Hannover GALAS outbred rats | male | | 4-6 | 20-200 |
| Sprague Dawley® SD® Outbred | male | | 4-6 | 20-200 |
| GK/MolTac | male | | 4-6 | 30-60 |
| GK/MolTac | female | | 4-6 | 30-60 |
| GK/MolTac | male | | 7-8 | 30-60 |
| GK/MolTac | female | | 7-8 | 30-60 |
| NTac:SHR | male | | 4-6 | 30-60 |
| NTac:SHR | female | | 4-6 | 30-60 |
| NTac:SHR | male | | 7-8 | 30-60 |
| NTac:SHR | female | | 7-8 | 30-60 |
| NTac:WKY | male | | 4-6 | 30-60 |
| NTac:WKY | female | | 4-6 | 30-60 |
| NTac:WKY | male | | 7-8 | 30-60 |
| NTac:WKY | female | | 7-8 | 30-60 |
|  | |  |  |  | |
|  | |  |  |  | |
| Shipping containers (mice) | |  | | | |
| Shipping containers (rats) | |  | | | |

**\* -** Aged animals; age defined by Contracting Authority. **Tenderer submits offer for aged animals assuming required age is 20 weeks.**

**Documents to Submit**

Supplier must provide veterinary certificate which confirms, that animals are healthy, free of infections and parasites.

## Additional provisions:

1. Contracting Authority could not guarantee any specific amount of orders to the any specific Supplier.
2. Supplier could set minimal amount of order in accordance with the Technical specification.
3. Supplier should provide veterinary certificate which confirm, delivered animals are healthy, free of infections and parasites.
4. In case specific materials or solutions are required by technical specification, tenderer could choose to offer required or equivalent materials or solutions.
5. In case specific standards are required by technical specification, tenderer could choose to offer goods in accordance with required or equivalent standards.

**CHAPTER III**

# DRAFT CONTRACT

FRAMEWORK AGREEMENT No.

*<contract number>*

<*place of conclusion of the contract*> *<date>*.<*month*>. *year*>

## PROVISIONS OF THE CONTRACT

**Latvian Institute of Organic Synthesis, registration No. <*registration number*>**, represented by its **Director Osvalds Pugovičs**, acting on the basis of the By-Laws (hereinafter - the "Contracting Authority"), party of the first part,

and

**<*name (firm name) of the Seller*>,** r**egistration No. <r*egistration number*>,** represented by its <***position, name, surname of the authorised person***>, acting on the basis of the Articles of Association (hereinafter - the "Supplier");

all jointly and each separately hereinafter referred to as the Parties, on the basis of the results of the **open tender procedure** organised by the Latvian Institute of Organic Synthesis No.  **OSI 2016/26 AK "Delivery of Test Animals for the Latvian Institute of Organic Synthesis"**, hereinafter referred to as the **Open Tender Procedure,** and the Tender Proposal submitted by the Supplier, hereby enter into the following Framework Agreement contract (hereinafter – the Agreement):

1. SUBJECT OF THE CONTRACT
   1. The Supplier shall deliver and the Contracting Authority shall accept **test animals**, hereinafter - the **Goods**, in accordance with the specifications submitted by the Supplier, requests from Contracting Authority and each particular order (contract) on the delivery of the Goods.
   2. The sources of financing shall include, but shall not be limited to the funds of the projects co-financed by the EU Seventh Framework Programme (FW7) Horizon 2020, the European Regional Development Fund (hereinafter - the ERDF), as well as the funds of the projects co-financed by other cross-border financial mechanisms.
2. CONTRACT DOCUMENTS
   1. The framework agreement Contract shall consist of the following documents, which shall be considered to form integral parts thereof:
3. Provisions of the Contract;
4. Technical Specifications (Appendix No. 1 to the Contract);
5. Technical Bid (Appendix No. 2 to the Contract);
6. Financial Bid (Appendix No. 3 to the Contract).
   1. In the event of contradictions or discrepancies between the above mentioned documents, the documents shall be granted priority in the sequence of enumeration thereof in this Clause.
7. TERMS OF THE CONTRACT
   1. The Framework Agreement Contract shall take effect from the moment, when all the Parties have signed it, and shall be in effect till **31 December 2019 or till the achievement of the maximum contractual amount.**
   2. The maximum contractual amount may not exceed 134,999.99 EUR, jointly counting all contracts concluded within the scope of procurement No. OSI 2016/26 AK.
8. PRICE OF THE GOODS AND MANNER OF PAYMENT
   1. The Contracting Authority shall not assume any liabilities with respect to the minimum scope of orders, nor shall it be able to guarantee any amount of orders for each Supplier involved in the Contract.
   2. The maximum scope of orders shall be determined by the amount of funds of the research and development projects of the Contracting Authority and the provisions of this Contract.
   3. The price of the Goods, which the Contracting Authority shall pay to the Supplier, including taxes, fees and all other necessary expenses, excluding VAT, shall be determined in accordance with the offer of the Supplier for each order placed by the Contracting Authority.
   4. The price of the Goods shall not include the transportation costs.
   5. The Contracting Authority shall transfer the sum of payment of each order within a period of 30 (thirty) days after the receipt of the consignment note - invoice of the Goods for the delivered Goods.
9. LIABILITIES OF THE CONTRACTING PARTIES
   1. The Supplier shall undertake the following liabilities:
      1. To carry out the delivery of the Goods in accordance with the orders sent by the Contracting Authority, which shall become an integral part of this Agreement;
   2. The Contracting Authority shall undertake the following liabilities:
      1. To send requests and orders for the conclusion of contracts;
      2. Evaluate offers from suppliers;
      3. To provide all the necessary information for the performance of the deliveries prescribed by this Contract;
      4. To organise the transport of the Goods to its laboratories from Riga International Airport (RIX), if Supplier opted to deliver Goods to airport;
      5. The Contracting Authority shall undertake to settle the accounts with the Supplier under the procedure and within the terms set forth in this Contract.
10. GUARANTEE AND RISKS
    1. The Supplier shall guarantee the conformity of the quality of the Goods to the standards of the Republic of Latvia and / or the European Union and other quality criteria of the Goods prescribed by the statutory technical documents;
    2. The Supplier shall guarantee that the quality of each batch of the Goods will be confirmed by a separate veterinary certificate issued specifically for the relevant batch.
11. PROCEDURE FOR DELIVERY AND ACCEPTANCE OF THE GOODS
    1. The delivery of the Goods shall be carried out in accordance with the orders placed by the Contracting Authority. The orders shall be sent to the Supplier by means of an e-mail message to the e-mail address specified by the Supplier or placed via telephone to the specified telephone number.
    2. The Supplier shall ensure delivery of the Goods to the premises of the Contracting Authority at Aizkraukles street 21 or to the Riga International Airport (RIX) (As selected by Supplier).
12. FORCE MAJEURE
    1. The Parties shall be released from liability for the partial or full failure to fulfil the Contract, if such failure has been caused as a result of force majeure circumstances, namely, fire, earthquake, flood or other natural disasters, as well as hostilities, blockade, actions of the state authorities or other circumstances out of the control of the Parties, if such circumstances have occurred after the signing of the Contract and have directly affected the fulfilment of the Contract.
    2. Any of the Parties shall be entitled to unilaterally terminate the Contract, by at least 30 (thirty) days' prior written notice to the other Party to this effect, if the force majeure circumstances restricting the fulfilment of the Contract endure without interruption for more than three months.
13. OTHER PROVISIONS
    1. The Framework Agreement may be supplemented amended or terminated by mutual agreement between the Parties. Any changes or supplements to the Contract shall be executed in the form of a memorandum of understanding and, after the signing thereof, shall become integral parts of this Contract.
    2. The amendments to the Agreement, if any are necessary, shall be introduced in accordance with the provisions of Section 671 of the *Public Procurement Law.*
    3. The Contracting Authority shall appoint the following employees as the responsible and authorised persons on the part of the Contracting Authority with respect to the fulfilment of the Framework Agreement Contract , fulfilment of the orders, acceptance / delivery of the Goods, coordination of possible supplements or changes (except for the signing of the amendments to the Agreement):
       1. **<*name surname*>**, tel. **<*telephone number*>**, e-mail: ***<e-mail address>***;
       2. **<*name surname*>**, tel. **<*telephone number*>**, e-mail: ***<e-mail address>***;
       3. **<*name surname*>**, tel. **<*telephone number*>**, e-mail: ***<e-mail address>***.
    4. The Supplier shall appoint the following persons as responsible persons on its part:
       1. Supplier 1 <**name surname**>, tel. <***telephone number***>, e-mail: <***e-mail address***>;

unilaterally informing the other Party in the case of changes in the composition of the employees.

* 1. The requests shall be sent to the Supplier in electronic form, by means of electronic mail, to the address specified in Clause 9.4 of the Agreement.
  2. The orders shall be sent to the Supplier in electronic form, by means of electronic mail, to the address specified in Clause 9.4 of the Contract, or shall be delivered in verbal form over the telephone, by calling the telephone number specified in Clause 9.4 of the Contract. Likewise, the Supplier shall also use the electronic mail or the telephone, to inform the Contracting Authority regarding the course of fulfilment of the order.
  3. The Parties hereby agree not to disclose information of a confidential nature related to the other Party that has become known during the course of the conclusion, fulfilment or termination of the Agreement.
  4. The Agreement has been prepared in Latvian, on XX (*number of pages in words*) pages, including the appendices to the Agreement, <*number of copies in words*>, in authentic copies with equal legal effect, one copy to each of the Contracting Parties.

1. DETAILS AND SIGNATURES OF THE PARTIES

|  |  |
| --- | --- |
| Seller  **“*Name*”**  *Registration No.*  *VAT registration No.*  *Address*  *City, postal code, country*  *Bank name*  Code: XXXX  Account: XXXX  *Position*:  *Name, surname*  <*Place of entering into the contract*>  <*date*>.<*month*>. <*year*> | Contracting Authority  DPP Latvian Institute of Organic Synthesis  Registration No. 90002111653  VAT registration No. LV90002111653  Aizkraukles street 21,  Riga, LV-1006, Latvia  Valsts Kase  Code: TRELLLV2X  Account: LV42TREL9150211012000  Latvian Institute of Organic Synthesis Director:  Osvalds Pugovičs  < *Place of entering into the contract*>  <*date*>.<*month*>. <*year* > |

**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)***

**Annex 2**

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

**TECHNICAL TENDER**

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

**Annex 3**

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

**FINANCIAL TENDER**

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

**CHAPTER IV**

# SAMPLES FOR TENDER PREPARATION

## SAMPLE 1

**Pieteikums DALĪBAI Atklātā konkursā**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

/Date/

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

**ID No.: OSI 2016/26 AK**

**Procurement title: „Supply of Laboratory models to the Latvian Institute of Organic Synthesis”**

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:

Number of Registration:

Address:

Name, surname, position

of the authorised representative:

Signature of the authorised representative:

## SAMPLE 2

**TehniskAIS PIEDĀVĀJUMS**

**Procurement title: „Supply of Laboratory models to the Latvian Institute of Organic Synthesis”**

**ID No.: OSI 2016/26 AK**

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

*First three columns of the table have to be copied from the related technical specifications.*

*Tenderer could add more columns to the table at will.*

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

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

***<******Name(s) of the producer*** *(breeder)****>***

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Position** *(from the Tech. Spec.)* | | | **Offer** | | |
| Strain | Gender | Age | Strain  *(including catalogue No.)* | Gender | Age |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

1. **Delivery terms and conditions**

Supplier arranges delivery of animals to the premises of the Contracting Authority at Aizkraukles street 21 or to the Riga International Airport (RIX) – As selected by Supplier.

1. **Warranty Obligations**

Supplier guarantee provided animals will comply with the specifications and will have a veterinary certificate which confirm, that animals are healthy, free of infections and parasites.

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

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:

Name, surname and position:

Name of the Tenderer:

## SAMPLE 3

**Finanšu piedāvājums**

**Procurement title: „Supply of Laboratory models to the Latvian Institute of Organic Synthesis”**

**ID No.: OSI 2016/26 AK**

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

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

***<******Name(s) of the producer*** *(breeder)****>***

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No.** | **Code in the catalogue**  *(if exists)* | **Name of the goods or services** | **Unit of goods** | **Unit price**  **EUR,**  **excluding VAT** |
|  |  |  |  |  |
|  |  | *Laboratory models (strain)* | piece |  |
|  |  | *Laboratory models (strain)* | piece |  |
|  |  | *(…)* |  |  |
|  |  | *Shipping containers (mice)* | piece |  |
|  |  | *Shipping containers (rats)* | piece |  |

**\* - For the purpose of evaluation tenderer submits offer calculated for 1 piece of laboratory models for each strain and 1 piece of shipping containers for mice and rats respectively!**

(Contracting Authority could not guarantee any specific amount of orders.)

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:

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:

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