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Approved

Latvian Institute of Organic Synthesis

Procurement Commission

Meeting of 2 March, 2018

Minutes No. 2018/03 – 01

**DPP Latvian Institute of Organic Synthesis**

**Procurement in accordance with Article 9 of the “Public Procurement Law”:**

**„Crystallographic analysis of metal-organic frameworks (MOFs) using X-ray diffractometer for ERDF project id. No. 1.1.1.1/16/A/294”**

**Procurement regulations**

**procurement identification number**

OSI 2018/03 MI ERAF

Riga

2018

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# Chapter I

# **Instructions to Tenderers**

1. **GENERAL INFORMATION**
   1. **Procurement identification number**

OSI 2018/03 MI ERAF

CPV codes; main subject: 73110000-6.

* 1. **Contracting Authority**

|  |  |
| --- | --- |
| **Contracting Authority**  **name** | Latvian Institute of Organic Synthesis |
| **Address** | Aizkraukles iela 21, Riga, LV -1006, Latvia |
| **Reg. No.** | LV90002111653 |
| **Contact person** | Artūrs Aksjonovs |
| **Phone** | +371 67014884 |
| **Fax** | +371 67014813 |
| **E-mail** | [arturs@osi.lv](mailto:arturs@osi.lv) |
| **Working hours** | 9:00 to 17:00 |

* 1. **Deadline for submitting proposals**

Proposals must be submitted **by 14:00 on 14 March** **2018,** at the Latvian Institute of Organic Synthesis, Aizkraukles iela 21, Room 112.

* 1. **Proposal security**

No proposal security required.

* 1. **Presentation of proposals**
     1. The proposal, documents and correspondence between the Contracting Authority and the Tenderer related to the procurement must be in Latvian or English.
     2. Tenders must be submitted in a sealed envelope, marked with the Tenderer’s name and the procurement identification number (OSI 2018/03 MI ERAF).
     3. The Tenderer must submit one original tender marked as ‘ORIGINAL’ respectively. The original tender must be placed in the envelope referred to in Article 1.5.2. above.
     4. The tender must be signed by the Tenderer’s Manager or a person authorised by the Manager.
     5. The tender must consist of three parts:
        1. Tenderer selection documents;
        2. Technical tender;
        3. Financial tender.
  2. **Where to find the procurement regulations**

The procurement regulations can be downloaded freely at the Contracting Authority website at **http://www.osi.lv**

* 1. **Composition of the Procurement Commission**

|  |  |  |
| --- | --- | --- |
|  | **Name, surname** | **Title** |
| **President of the Commission** | Osvalds Pugovičs | Director |
| **Members of the Commission** | Ivars Kalviņš | Lead Researcher |
|  | Dace Kārkle | Deputy Director |
|  | Andris Počs | Head of the Economy Department |
|  | Modris Banka | Chief Engineer |
| **Secretary** | Artūrs Aksjonovs | Head of Procurement Department |

The Procurement Commission was established by Order No. 1.1. – 2/12 (20.02.2017)

1. **INFORMATION ON THE PROCUREMENT SUBJECT AND THE CONTRACT**
   1. **The procurement subject**

The subject of the procurement is Crystallographic analysis of metal-organic frameworks (MOFs) using X-ray diffractometer for ERDF project id. No. 1.1.1.1/16/A/294, in accordance with the Technical Specifications.

The Supplier must perform the Services in accordance with the requirements of the Technical Specification (Chapter II).

* 1. **Number of proposals**

The Tenderer may submit one proposal for the entire procurement volume in accordance with the Technical Specification.

* 1. **Number of contracts**

A single contract will be concluded covering the whole procurement volume.

* 1. **Place of performance**

The place of performance of the contract shall be specified by the Tenderer in its tender.

* 1. **The contract performance period**

The contract performance period shall be no longer than **twelve (12) months** from the signing of the contract.

* 1. **The contract performance conditions**

If necessary, amendments to the procurement contract shall be made in compliance with the provisions of Article 61 of the PPL.

1. **Tenderer EXCLUSION, SELECTION AND QUALIFICATION REQUIREMENTS**
   1. **Conditions for the participation of Tenderers in the procurement**

Participation in the procurement is open for all natural and legal persons, as well as associations of such persons in any combination, from any country, who are entitled to perform the delivery of goods or provision of services in accordance with the laws of the Republic of Latvia or the country in which they are established, or in which they have their habitual residence.

* 1. **Conditions for the exclusion of Tenderers**

Tenderers eligible to be awarded a procurement contract will be excluded from participation in the procurement by the Contracting Authority if any of the conditions mentioned in Article 9 Paragraph 8 of the PPL has set in.

* 1. **Qualification requirements**
     1. A specialist(s) offered by the Tenderer has the experience in the use of X-ray diffractometer with a copper X-ray source suitable for the study of macromolecular compounds (cell size volume of at least 8000 Å3).
     2. A specialist(s) offered by the performer has experience in the for the investigation of the equilibrium-related phenomena in solution with the NMR (nuclear resonance) spectrometer.
     3. Izpildītāja piedāvātajam(-iem) speciālistam(-iem) ir pieredze šķīdinātāju apmaiņas dinamikas pētījumos ar KMR (kodolmagnētiskās rezonanses) spektrometru.
     4. The Tenderer shall have access to the scientific equipment referred to in points 3.3.1 and 3.3.2.

1. **DOCUMENTS TO BE SUBMITTED**
   1. **Tenderer selection documents**
      1. General information about the Tenderer in accordance with Form 3.1 of the regulations. All fields must be filled in.
   2. **Documents necessary to assess conditions for the exclusion of Tenderers eligible to be awarded a procurement contract**
      1. Prior to adopting a decision on the procurement results, the Procurement Commission shall, in order to assess the Tenderer in accordance with the provisions of Article 9 Paragraph 8 of the PPL, take action in accordance with Article 9 Paragraph 9 of the PPL.
      2. If the Procurement Commission determines that a tenderer eligible to be awarded a procurement contract has a tax debt administered by the State Revenue Service, including mandatory state social security contributions, which exceeds EUR 150 in total, the Commission will act in accordance with Article 9 Paragraph 10 of the PPL.
      3. If the Tenderer is registered abroad (or its permanent residence is abroad), he/she must submit a certificate from the competent authority of the respective country confirming that the Tenderer (and, if applicable, the persons whose resources the Tenderer relies on to prove that its qualifications meet the procurement requirements) is not subject to the conditions specified in Article 9 Paragraph 8 of the PPL.
   3. **Tenderer qualification documents**
      1. CV of the offered specialist (s)
      2. Description of experience in free form regarding the Tenderers experience in accordance with the conditions of paragraphs 3.3.1 and 3.3.2 of the Procurement Regulations, specifying at least one article in the scientific journal on these topics, the author of which is one of the offered specialists.
      3. Proof that the applicant has access to the scientific equipment referred to in points 3.3.1 and 3.3.2 of the Procurement Regulations.
   4. **Technical tender**
      1. The technical tender must be prepared in accordance with the requirements of the Technical Specifications.
      2. The technical tender must be prepared by the Tenderer in accordance with the Technical tender Form (Form 1). The Tenderer is free to add additional materials about the proposed procurement subject.
   5. **Financial tender**
      1. The financial tender must be prepared taking into account the scope and description of Services provided for in the Technical Specification, in accordance with the Financial tender Form (Form 2).
      2. Prices in the financial tender must be provided in EUR, indicating separately the price excluding value added tax, the applicable VAT (the relevant ratio) and the price including VAT.
      3. The tender must indicate both the price per unit and the total price per procurement (or its part, if the procurement is divided into several parts).
      4. The unit prices of goods or services (if applicable) provided in the Financial tender must include the cost of all Services rendered.
      5. The Tenderer is free to add additional materials to the tender regarding the services offered.
      6. The prices and unit rates offered by the Tenderer must be constant throughout the validity of the contract. If the volume of goods or services changes during the validity of the contract, changes shall be made on the basis of the unit price indicated by the Tenderer in accordance with the contract terms.
2. **PROPOSAL EVALUATION AND SELECTION CRITERIA**
   1. **Evaluation of the presentation of tenders**

The evaluation of compliance of the presentation of tenders, tenderer selection and qualification documents, and the Technical and Financial tenders shall be performed by the Procurement Commission in a closed session.

* 1. **Selection criteria**

The Procurement Commission shall select **the tender with the lowest price that meets the requirements of the Regulations and the Technical specifications**, provided that the Tenderer meets the tenderer selection and qualification requirements. (If the procurement is divided into several parts, the Commission will select one tender for each procurement part).

* 1. **Selection of the successful tenderer**

The successful tenderer selected by the Procurement Commission shall be the Tenderer whose proposal has been selected based on Article 5.2 of the Regulations and who is not subject to exclusion under Article 9 Paragraph 8 of the PPL.

# Chapter II

# **TECHNICAL SPECIFICATIONS**

## Technical specification

* Main research tasks:
  + Determination of crystal structure and physico-chemical properties of metal-organic frameworks (MOFs) using single-crystal X-ray diffractometer with Cu source, which is more suited for crystallographic analysis of macromolecules with potentially larger crystallographic parameters (cell size volume at least 8000 Å3);
  + MOF stability testing in non-polar solvents via diffusion experiments (solvent exchange) and according assessment of potential changes within the crystal structure using single-crystal X-ray diffractometry (SCXRD).
  + Quantitative assessment of solvent exchange dynamics within the MOF’s crystal structure using nuclear magnetic resonance (NMR) spectroscopy.
* In total 20 samples (MOFs) will need to be analyzed. A following workflow for each sample should be used:
  + characterization of the MOF using SCXRD;
  + selection of 20 to 100 individual single crystals for further examination/analysis;
  + administration of diffusion experiments using 1 to 3 different solvents;
  + Visual examination of single crystals and identification of successful diffusion experiments, in which MOF crystals have retained their form and appearance.
  + repeated characterization of MOF using SCXRD.
* Total time for diffusion experiment of single sample: not more than 1 week.
* For selected 4 best experiments, dynamics of the solvent exchange using NMR techniques will need to be assessed. Conditions of these experiments must ensure the structural integrity of MOF crystals and should be carried out in suspension of a deuterated solvent.
* Main expected results for each MOF sample:
  + results of SCXRD analysis – raw data and provision of solved (where applicable) crystal structure (.cif or equivalent file format; validated – contains no structure factor errors);
  + detailed description of diffusion experiments;
  + results of NMR experiments in a form of detailed report (accompanied with NMR spectra);
  + MOF single crystal samples (after successful diffusion experiments) need to be sent back to the Customer.
* Timeframe of the work: 12 months.
* Reports:
  + Intermediate report after 6 months.
  + Final report after 12 months.

**Additional conditions.**

1. Contracting Authority does ship samples to the place of analysis on its own expenses.

# 

# Chapter III

## DRAFT CONTRACT

**CONTRACT No.**

***<contract number >***

<*Place of contract*> <*date*>.<*month*>. <*year*>

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

and

**<*Contractor name*>, registration No. <*registration number*>** represented by its <***title, name and surname of the authorised person***>, acting pursuant to the Articles of Association (hereinafter ‘the Contractor), on the other hand,

Both together and each separately referred to as the Party or the Parties, based on the results of the procurement <***procurement name***>, id. No.<***procurement No.***>, organised by Latvian Institute of Organic Synthesis pursuant to Article 9 of the PPL, hereinafter ‘the Procurement’, and on the Tender submitted by the Tenderer, have entered into the following contract:

1. **Subject of the Contract**
   1. With this Contract, the Contracting Authority entrusts and the Contractor undertakes to provide **<name of the service>** (hereinafter – the Service) in accordance with the provisions of this Contract, the Technical Specification (Annex 1 to the Contract), the Contractor’s Technical Tender (Annex 2 to the Contract), and the Contractor’s Financial Tender (Annex 3 to the Contract).
2. **The Contract Documents**
   1. The Contract consists of the following documents, which are to be considered an integral part thereof:
3. The Contract terms;
4. Technical Specification (Annex 1 to the Contract);
5. Technical Tender (Annex 2 to the Contract)
6. Financial Tender (Annex 3 to the Contract).
7. **The Contract Performance**
   1. The Contractor shall ensure timely, high-quality **Services** in accordance with the provisions and deadlines provided for in this Contract and its annexes by **<date>**.
   2. Deliverables (study results) must be supplied to the Contracting Authority electronically, on an external medium or sent via e-mail.
8. **The Contract Price and Payment Procedure**
   1. The price of the services paid by the Contracting Authority to the Contractor, including taxes, fees and any other necessary expenses, excluding VAT, **EUR** **<amount>** (amount in words), where VAT is **EUR** **<amount>** and the service price, including applicable VAT, shall be **EUR** **<amount>** (amount in words), hereinafter referred to as the Contract Price.
   2. The Contract Price shall be paid by the Contracting Authority to the Contractor as follows:
9. An advance payment of **30%** (thirty percent) of the Contract Price must be transferred within thirty (30) days after the signing of the Contract and the receipt of the Contractor’s invoice;
10. the intermediate payment of **20%** (twenty per cent) of the contract price shall be transferred within 30 (thirty) days following the submission of the Intermediate report to the Contracting Authority and the acceptance of the corresponding acceptance act, which, by the time of signature, becomes an integral part of this Contract;
11. The Contracting Authority shall make the final payment of **70% (seventy percent)** of the total Contract Price after receiving the full study results. The Contracting Authority shall make the payment within thirty (30) days after signing the transfer and acceptance certificate and after the receipt of the Contractor’s invoice, by transferring the funds to the bank account indicated in the Contractor’s invoice.
12. **Obligations, Rights and Responsibilities of the Parties**
    1. The Contractor undertakes to perform the services in accordance with the Technical Specification included in Annex 1 to this Contract.
    2. The Contractor undertakes not to disclose the information, refrain from storing and not to transfer to any third parties any documents or copies thereof, which have been made available in connection with the performance of this Contract.
    3. The Contracting Authority undertakes:
       1. To send a sample to the Contractor for testing;
       2. To pay in accordance with the procedures set out in Chapter 4 of the Contract;
       3. Within its capabilities, provide the Contractor with all the information requested by the Contractor and directly necessary for the execution of the Contract, as well as the information which the Contracting Authority or the Contractor considers necessary to facilitate the performance of the Contract.
    4. In the event that the Contractor fails to fulfil its obligations within the deadlines provided for in this Contract, it must pay the Contractor a penalty of 0.1% of the Contract Price for each day delayed, but not more than 10% of the Order amount.
    5. In the event that the Contracting Authority fails to pay the Contractor within the time limits provided for in this Contract, it shall pay the Contractor a penalty of 0.1% of the amount not paid on time, for each day delayed, but not more than 10% of the Contract price.
    6. The Contracting Authority shall appoint a person responsible for the performance of obligations under the Contract (hereinafter ‘the Contracting Authority’s contact person’) **<*name surname*>**, phone **<*phone number*>**, e-mail: ***<e-mail address>***.
    7. The Contractor shall appoint a person responsible for the performance of obligations under the Contract (hereinafter ‘the Contractor’s contact person’) **<*name surname*>**, phone **<*phone number*>**, e-mail: ***<e-mail address>***.
13. **The Contract Term and Amendment**
    1. The Contract shall enter into force upon its mutual signature and be valid until the complete fulfilment of the obligations stipulated therein.
    2. If necessary, any amendments to the procurement contract shall be made in compliance with the provisions of Article 61 of the PPL.

1. **Other Provisions**
   1. Upon payment of the full Contract Price, the Contracting Authority shall acquire all economic rights to the information/study results derived by performing the services. Thereafter, the Contracting Authority is free to handle the study results at his own discretion.
   2. The Contract has been drawn up and signed in two (2) original copies, on XX *(the number of pages in words)* pages, both copies being of the same legal force. One copy of the Contract is kept by the Contracting Authority and one by the Contractor.
   3. The Procurement Regulations, the Contractor’s Tender and the three (3) Annexes to the Contract shall form an integral part of this Contract and are binding on the Parties during the performance of this Contract.

1. **Details and Signatures of the Parties**

|  |  |
| --- | --- |
| The Contracting Authority:  APP Latvian Institute of Organic Synthesis  Reg. No. 90002111653  VAT Reg. No. LV90002111653  Aizkraukles iela 21,  Riga, LV-1006, Latvia  A/S SEB Banka  Code: UNLALV2X  Account: LV08UNLA0050005032194  Director of  Latvian Institute of Organic Synthesis:  Osvalds Pugovičs  <*Place of Contract*>  <*date*>.<*month*>. <*year*> | The Contractor  ***Name***  *Reg. No.*  *VAT Reg. No.*  *Address*  *City, postal code*  *Bank name*  Code: XXXX  Account: XXXX  *Title*:  *Name surname*  <*Place of Contract*>  <*date*>.<*month*>. <*year*> |

**Annex 1 to**

**Contract No.**

**TECHNICAL SPECIFICATION**

**Annex 2 to**

**Contract No.**

**TECHNICAL PROPOSAL**

**Annex 3 to**

**Contract No.**

**FINANCIAL PROPOSAL**

# 

# Chapter IV

# **Tender PREPARATION FORMS**

### FORM 1

**TECHNICAL Tender**

**Procurement name: “Crystallographic analysis of metal-organic frameworks (MOFs) using X-ray diffractometer for ERDF project id. No. 1.1.1.1/16/A/294”**

**ID No.: OSI 2018/03 MI ERAF**

1. **Description of the services to be provided**

*The first two columns of the table to be completed are to be copied from the technical specifications table for the respective Service.*

*If the Tenderer wishes, it can supplement the table with additional information (creating new boxes).*

**The following proposal should be submitted:**

|  |  |
| --- | --- |
| **The Customer’s requirements** | **The proposal** |
| **Description**  *(from Tech. spec.)* | ***Proposed performance*** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

1. **List of information and documents to be submitted**

The following documents will be submitted:

*<Include and describe the list of documents to be submitted, if presented together with the service results>*

1. **Time schedule and service deadlines**

The service will be provided within the following time periods:

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

1. **Other information (*If applicable*)**

We hereby confirm that we are familiar with the procurement regulations and the accompanying documentation. Our tender provides for the period of validity and conditions required by the procurement regulations. We guarantee the truthfulness and accuracy of the information provided by us.

Signature of the authorised person:

Name, surname and title:

Name of the Tenderer:

**FORM 2**

**FINANCIAL Tender**

**Procurement name: “Crystallographic analysis of metal-organic frameworks (MOFs) using X-ray diffractometer for ERDF project id. No. 1.1.1.1/16/A/294”**

**ID No.: OSI 2018/03 MI ERAF**

**Our tender is as follows:**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** | **The name of the service** (or product) | **Unit**  (if applicable) | **Unit price,**  **EUR** | **Number of units** | **Total,**  **EUR** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| **Total price of the service, excluding VAT** | | | | |  |
| **Applicable VAT ratio** | | | | |  |
| **Total price of the service, including applicable VAT ratio** | | | | |  |

We hereby confirm that we are familiar with the procurement regulations and the accompanying documentation. Our tender provides for the period of validity and conditions required by the procurement regulations. We guarantee the truthfulness and accuracy of the information provided by us.

Signature of the authorised person:

Name, surname and title:

Name of the Tenderer:

**INFORMATION ABOUT THE Tenderer**

### FORM 3.1

General information about the Tenderer:

|  |  |  |
| --- | --- | --- |
| **1.** | **Company name:** |  |
| **2.** | **Registration number:** |  |
| **3.** | **Address:** |  |
| **4.** | **Status** (is it a small or medium-sized enterprise):  (See OJ L124, 20.5.2003) |  |
| **5.** | **Contact persons:** |  |
| **6.** | **Phone:** |  |
| **7.** | **Fax:** |  |
| **8.** | **E-mail *(required)*:** |  |
| **9.** | **General website:** |  |
| **10.** | **Country of registration:** |  |
| **11.** | **Year of registration:** |  |
| **12.** | **The company’s area of activity (brief description):** |  |
| **13.** | **Financial details:** | **Bank name:** |
| **Bank address** *(if located outside the Republic of Latvia):* |
| **Bank code:** |
| **Account number:** |

**FORM 3.2**

Information about the persons whose resources the Tenderer relies on, and about subcontractors *(if applicable)*:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name** | **Status in the proposal** | **Address, phone, contact person** | **A brief description of how the partner will participate in the performance of the contract** | **Part of the contract to be awarded to the partner** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**In addition, please indicate whether the persons on the list are to be classified as small or medium-sized enterprises.**

Signature of the Tenderer’s authorised person:

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