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Approved

by Procurement Commission of

Latvian Institute of Organic Synthesis

on meeting of 7 September 2017

minutes No. 2017/16 - 01

**DPP LATVIAN INSTITUTE OF ORGANIC SYNTHESIS**

**Regulations of Open Competition**

**„Supply of the equipment for research in the farmacology to the Latvian Institute of Organic Synthesis”**

**Procurement identification number**

OSI 2017/16 AK ERAF

Riga

2017

Table of Contents

[INSTRUCTIONS FOR TENDERERS 4](#_Toc492654360)

[1. GENERAL INFORMATION 5](#_Toc492654361)

[2. INFORMATION ON THE PROCUREMENT SUBJECT AND THE CONTRACT TERMS 8](#_Toc492654362)

[3. Tenderer EXCLUSION, SELECTION AND QUALIFICATION REQUIREMENTS 9](#_Toc492654363)

[4. DOCUMENTS TO BE SUBMITTED 11](#_Toc492654364)

[5. CRITERIA FOR THE EVALUATION AND SELECTION OF TENDERs 14](#_Toc492654365)

[6. PROCUREMENT CONTRACT 16](#_Toc492654366)

[7. RIGHTS AND OBLIGATIONS OF THE PROCUREMENT COMMISSION 16](#_Toc492654367)

[8. RIGHTS AND OBLIGATIONS OF THE TENDERER 18](#_Toc492654368)

[9. SUBCONTRACTORS AND THE SCOPE OF THEIR ACTIVITIES 19](#_Toc492654369)

[TECHNICAL SPECIFICATIONS 20](#_Toc492654370)

[GENERAL INFORMATION 21](#_Toc492654371)

[TECHNICAL SPECIFICATIONS 22](#_Toc492654372)

[Lot 1 High resolution system for respirometry measurements 22](#_Toc492654373)

[Lot 2 Imaging system for the capture and analysis of digital images of protein and DNA samples 24](#_Toc492654375)

[Additional conditions: 26](#_Toc492654377)

[Draft Contract 27](#_Toc492654378)

[SPECIAL TERMS OF THE CONTRACT 28](#_Toc492654379)

[GENERAL TERMS OF THE CONTRACT 31](#_Toc492654380)

[Annex 1 38](#_Toc492654381)

[Annex 2 39](#_Toc492654382)

[Annex 3 40](#_Toc492654383)

[Annex 4 41](#_Toc492654384)

[Forms FOR PREPARATION of the TENDER 42](#_Toc492654385)

[FORM 1 43](#_Toc492654386)

[FORM 2 44](#_Toc492654387)

[FORM 3 47](#_Toc492654388)

[FORM 4.1 48](#_Toc492654389)

[FORM 4.2 49](#_Toc492654390)

**CHAPTER I**

# INSTRUCTIONS FOR TENDERERS

## GENERAL INFORMATION

* 1. **Procurement identification number**

OSI 2017/16 AK ERAF

CPV codes: Main CPV code: 38000000-5. Supplementary dictionary code: n/a.

Section codes: 38000000-5; 38430000-8; 38000000-5; 38650000-6.

* 1. **Contracting authority**

|  |  |
| --- | --- |
| **Name** | Latvian Institute of Organic Synthesis |
| **Address** | Aizkraukles iela 21, Riga, LV -1006, Latvia |
| **Reg. No.** | LV90002111653 |
| **Bank account No.** | LV08UNLA0050005032194 |
| **Contact person** | Artūrs Aksjonovs |
| **Phone** | +371 67014884 |
| **Fax** | +371 67014813 |
| **E-mail** | arturs@osi.lv |
| **Working hours** | 9:00 to 17:00 |

* 1. **Receipt of competition regulations**

The procurement regulations are freely available in electronic form. The regulations can be downloaded from the Contracting Authority’s website at http://www.osi.lv/iepirkumi/.

Should the interested supplier require the procurement documents in printed form, the Contracting Authority shall provide the regulations within three working days after the request, provided that the request is submitted in a timely manner before the closing date of the submission of Tenders.

* 1. **The procurement method**

The procurement method is an open competition (hereinafter ‘the Competition’), organised in accordance with the Public Procurement Law.

* 1. **Submission and opening of Tenders**
     1. Tenders must be submitted in a closed, sealed and signed envelope. If a Tender is not presented in accordance with the above requirement, it will be returned to the Tenderer without registration.
     2. Place and procedure for the submission of Tenders:
        1. Tenders must be submitted to the Latvian Institute of Organic Synthesis, room 112, 2nd floor, Aizkraukles iela 21, Riga.
        2. **Tenders must be submitted** from 9:00 to 17:00 on working days, **by 24 October 2017 at 14:00.**
     3. Tenders not submitted in the prescribed manner, Tenders not designed so that the information contained in the Tender is not accessible until the opening day, or Tenders received after the deadline for submission will not be considered and will be returned to the Tenderer. Upon submission of the Tender, the Tenderer may request a confirmation of receipt of the Tender (indicating the time when the Tender was received).
     4. **Tenders will be opened** at Aizkraukles iela 21, Riga, in the meeting room on the 2nd floor, **on** **24 October 2017 at 14:00.** All interested parties may participate in the opening of Tenders by producing a personal identification document. The names and titles of all participants will be recorded in the register of participants of the Tender opening meeting.
     5. Tenderers may withdraw or amend the Tenders submitted by them before the deadline specified in Clause 1.5.2.2 of the Regulations.
     6. If an application is submitted regarding the provisions contained in the open Tender regulations or the contract notice, the Contracting Authority shall publish information in the buyer profile about the cancellation of the meeting of opening of Tenders and shall not open the Tenders submitted. The Contracting Authority shall then proceed in accordance with the procedure set out in Article 14 of the Cabinet Regulation No. 107 (28.02.2017).
  2. **Validity of the Tender**
     1. The Tender submitted by the Tenderer shall be valid, i.e. binding on the submitter, until the conclusion of the Procurement Contract. The Tender submitted by the Tenderer who is announced as the winner of the competition shall become an integral part of the contract.
     2. During the validity of the Tender, the Tenderer may not change the content or price of the Tender.
  3. **Tender security**

No Tender security is required.

* 1. **Presentation of Tenders**
     1. The Tender and all documents and correspondence exchanged between the Contracting Authority and the Tenderer in relation to the competition must be in Latvian or English.
     2. Tenders shall be submitted in a closed, sealed and signed envelope, marked with the following information:
        1. Name and address of the Contracting Authority;
        2. Name and address of the Tenderer;
        3. The following reference:

**“Supply of the equipment for research in the farmacology to the Latvian Institute of Organic Synthesis”**

Procurement identification **No.:** **OSI 2017/16 AK ERAF**

Do not open until the meeting of opening of Tenders.”

* + 1. The Tender shall consist of two parts:
       1. Request for participation in the competition, together with Tenderer selection documents;
       2. Technical Tender;
       3. Financial Tender.
    2. The Tender must be stitched (bound together). Pages of the Tender must be numbered and correspond to the attached table of contents. The documents of each part of the Tender must bear the appropriate title “Request for Participation in Competition” and “Technical Tender”.
    3. The Tenderer must submit one original Tender and one duplicate, marked as ‘ORIGINAL’ and ‘DUPLICATE’ respectively. The original Tender and the duplicate must be placed in the envelope referred to in Clause 1.8.2 above.
    4. The Tenderer shall also submit the electronic version of the Tender on an external storage medium. The electronic submission must contain the parts “Technical Tender” and “Financial Tender”. The part referred to in Clause 1.8.3.1 may be excluded. The storage medium containing the electronic version of the Tender must be placed in the envelope referred to in Clause 1.8.2.

The file containing the electronic version of the Tender must comply with the following requirements:

* + - 1. The file containing the electronic version of the Tender must be in a format that supports text search by using a text fragment. The file may not be submitted as a sequence of scanned images.
      2. It is recommended to submit the file in a format which is compatible with MS Office applications. If this is not an option, the Tenderer may choose another widely distributed and/or freely publicly available file format.
    1. The documents included in the Tender must be clearly legible, without corrections. If corrections are made, they must be signed by an authorised person.
    2. The submitted Tender must be signed. If the Tender is submitted by a group of persons, it must be signed by all persons belonging to the group.
    3. The Tender must be signed by the Tenderer’s manager or his/her authorised person.
    4. If the Tender is submitted by a group of persons or a partnership, the person who represents the group of persons or the partnership in the Tender and who is authorised to sign the documents related to the competition must be indicated in the Tender.
    5. Upon submission of the Tender, the Tenderer is entitled to certify the accuracy of the derivatives and translations of all submitted documents with a single certification, provided that the whole Tender is stitched or bound together.
    6. Tenderers may receive back Tenders submitted until the closing date for the submission of Tenders in the event that the Tenderer wishes to withdraw the Tender or modify its content; as well as in the event that the procurement is cancelled before the opening of Tenders.
  1. **Other information**
     1. If the Tenderer has any questions or requests for additional information regarding the Competition Regulations, technical specifications or the Draft Procurement Contract attached to the Regulations, they should be submitted to the Procurement Commission by mail or e-mail to **arturs@osi.lv.**

If the Tenderer sends a written question to the above-mentioned e-mail address, the Contracting Authority shall prepare a written reply within five working days, but no later than six days before the deadline for the submission of Tenders, and publish it on the Contracting Authority’s website together with the question (without indicating the Tenderer).

In accordance with Article 36, Paragraphs three and four of the Public Procurement Law, and considering that the Procurement Regulations are freely available in electronic form and it is not possible for the Contracting Authority to identify the range of Tenderers who are in the process of preparing Tenders, the Tenderers themselves are responsible for timely acquaintance with the information published on IUB and/or the Contracting Authority’s website regarding any changes or updates to the Regulations.

* + 1. Composition of the Procurement Commission:

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

* + 1. The Procurement Commission was established by Order No. 1.1. – 2/12 (20.02.2017).

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

* 1. **The procurement subject**

The subject of the procurement is supply of acquire high resolution system for respirometry measurements and imaging system for the capture and analysis of protein and DNA samples to the Latvian Institute of Organic Synthesis for protein structure studies under the project of the European Regional Development Fund (ERDF) operational programme “Growth and Employment” specific support objective 1.1.1 “To Increase the Research and Innovation Capacity of Latvian Scientific Institutions and the Ability to Attract External Financing by Investing in Human Resources and Infrastructure” measure 1.1.1.4 “R&D Infrastructure Development in the Field of Smart Specialisation and Strengthening the Institutional Capacity of Scientific Institutions”, hereinafter referred to as ‘Deliveries’.

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

* 1. **Number of Tenders**

Tenderers may submit one Tender only for one or several parts, or for all parts in accordance with the Technical Specification (see Chapter II of the Regulations, ‘Technical Specification’).

* 1. **Tender variants**

This procurement does not provide for the submission of variants of the Tender.

* 1. **Contracts to be concluded**

A single Procurement Contract will be concluded for each lot for the entire volume of the lot.

* 1. **Place of performance and delivery**

The place of performance of the contract shall be Aizkraukles iela 21, Riga, LV-1006, Latvia. Delivery of goods shall be in accordance with Incoterms 2010, DDP (*Delivered Duty Paid*).

* 1. **The contract performance term and warranty**
     1. The contract performance term shall be two **(2) months** after the conclusion of the Procurement Contract, unless the delivery and installation deadlines for the goods, which are described in more detail in the Technical Specification, provide for a shorter period.
     2. The warranty period shall be at least two (2) years from the date of signing the Goods Transfer and Acceptance Form, provided that the warranty terms, as further described in the Technical Specification, do not provide for a longer warranty period.
  2. **Meeting of interested suppliers**
     1. A meeting of interested suppliers is not planned by the Contracting Authority.
     2. The Contracting Authority will hold a meeting of interested suppliers in accordance with Article 11 of Cabinet Regulation No. 107 (28.02.2017), if it receives a proposal to hold a meeting of interested suppliers from at least two interested suppliers at least 10 days before the closing date for the submission of Tenders.
     3. If the conditions referred to in Article 2.7.2 of the Procurement Regulations are met, a meeting of interested suppliers will be held no later than 5 days before the closing date for the submission of Tenders and information about the meeting will be posted on the buyer profile at least three days in advance.
     4. During the meeting, the Procurement Commission will provide additional information and answers to the questions raised during the meeting. Meeting minutes will be recorded**.**

## Tenderer EXCLUSION, SELECTION AND QUALIFICATION REQUIREMENTS

* 1. **Conditions for the participation of Tenderers in the competition**
     1. Any person or group of persons from any country which is registered in accordance with the procedures prescribed by law and which meets the requirements specified in the Regulations may participate in the competition.
  2. **Conditions for the exclusion of Tenderers**
     1. The Contracting Authority shall exclude the Tenderer from participation in the procurement procedure in the cases referred to in Paragraph one of Article 42 of the PPL.
     2. The Contracting Authority shall conduct an examination to determine the cases of exclusion in accordance with the procedures specified in Article 42 of the PPL.
     3. The exclusions referred to in Article 42 Paragraph one of the PPL shall also apply to:
        1. Members of a partnership, if the Tenderer is a partnership;
        2. Subcontractors indicated by the Tenderer, whose value of services to be provided constitutes at least 10 percent of the total value of the public service or supply contract (except for the cases referred to in Article 42, Paragraph one, Clause 1 of the PPL);
        3. The person indicated by the Tenderer, whose resources the Tenderer relies on to confirm that its qualifications meet the requirements specified in the contract notice or the procurement procedure documents.
     4. The Contracting Authority shall not exclude the Tenderer from participation in the procurement procedure if:
        1. On the date of submission of the Tender, three years have passed from the date when a court judgement or a prosecutor’s punishment prescription or a decision adopted by another competent authority in relation to the violations referred to in Article 42, Paragraph one, Clause 1 and Clause 7(a) of the PPL is no longer disputable or subject to appeal;
        2. On the date of submission of the Tender, 12 months have passed from the date when a court judgement or a decision adopted by another competent authority in relation to the violations referred to in Article 42, Paragraph one, Clause 6 and Clause 7(b), and Paragraph two, Clause 2 of the PPL is no longer disputable or subject to appeal.
     5. If the Contracting Authority determines that the Tenderer has tax debts on the closing date for the submission of Tenders or on the day the decision on the possible award of the Procurement Contract is taken, including debts of state social insurance contributions, in excess of 150 euros, the Contracting Authority shall act in accordance with Article 42, Paragraph five of the PPL.
     6. If the Tenderer meets the criteria for exclusion referred to in Article 42, Paragraph one, Clause 1, 3, 4, 5, 6 or 7 of the PPL, the Tenderer shall indicate this in the Tender and, should the Tenderer be recognised as eligible to be awarded the Procurement Contract, the Tendered shall submit an explanation and evidence in accordance with the provisions of Article 43, Paragraph two of the PPL.
     7. If the Tenderer fails to provide an explanation and evidence, the Contracting Authority shall exclude the Tenderer from participation in the procurement procedure.
     8. The Contracting authority shall examine the actions taken and evidence provided by the Tenderer in accordance with the provisions of Article 43, Paragraphs four and five of the PPL.
  3. **Qualification requirements**
     1. The Tenderer has at least once, supplied goods similar (as regards to their functionality and application) to the proposed goods not earlier than within the last three calendar years (2014, 2015, 2016 and 2017), for the amount of not less than one third (1/3) of the estimated value of the lot to be offered.

Estimated values of the lots are stated hereinafter:

1. Lot 1: EUR 80 000,00 excluding VAT;
2. Lot 2: EUR 25 000,00 excluding VAT.
   * 1. The Tenderer has received at least one positive feedback from a customer to whom the Tenderer has delivered goods and performed their installation in accordance with Clause 3.3.1 of the Regulations no earlier than in the last three calendar years (2014, 2015, 2016 and 2017).
     2. The Tenderer has received an official confirmation from the manufacturer of the offered goods regarding the right to perform the installation of these goods as well as carry out warranty repairs and maintenance *(maintenance is not part of the Procurement Contract)*.

*Applies if the supplier is not the manufacturer of the goods.*

* + 1. The Tenderer has received an official document from the manufacturer of the offered goods indicating at least one supplier’s employee (or a specialist who will be hired in the event that the contract is concluded) who has undergone training and is qualified to carry out the installation, repairs and maintenance of the goods to be supplied. If the proposed specialist is not an employee of the company, then it is necessary to submit an agreement between the Tenderer and the indicated person on participation in the performance of the Procurement Contract, if such will be concluded.

*Applies if the supplier is not the manufacturer of the goods*.

## DOCUMENTS TO BE SUBMITTED

* 1. **Tenderer selection documents**
     1. Request for participation in the competition

The Tenderer’s request for participation in the competition confirms the Tenderer’s commitment to deliver the Goods in accordance with the requirements of the Regulations. The request shall be signed by the person or persons authorised by the company. The signature of each person must be deciphered (full name, surname and position must be indicated).

* + 1. The request for participation in the competition shall be prepared according to the attached form. See Form 1 of Chapter IV of the Regulations.
    2. General information about the Tenderer in accordance with Form 4.1 of the Regulations. All fields must be filled in.
    3. If the Tenderer relies on other persons to prove its qualifications, information about these persons must be submitted in accordance with Form 4.2, Section IV of the Regulations, indicating the person’s name, the contact person, and a brief description of how this person will participate in the performance of the Procurement Contract. The aforementioned persons must submit a written confirmation of their readiness to participate in the performance of the contract.
    4. If the Tenderer intends to use subcontractors in the performance of the Procurement Contract, it must indicate all subcontractors involved (including subcontractors of subcontractors, if any) in accordance with Section IV, Form 4.2 of the Regulations, indicating the name of the subcontractor, the registration number, the subcontractor’s contact person, a brief description of the work to be performed by the subcontractor and the volume ratio of the work. Subcontractors must submit a written confirmation of their readiness to participate in the performance of the contract and availability throughout the contract term (in accordance with the requirements of the Regulations).
    5. If the Tenderer is registered or permanently residing abroad, it must submit the following documents:
       1. A copy of the registration certificate issued by the registration country’s business register;
       2. A statement on the Tenderer’s authorised signatories issued by the registration country’s business register.
    6. In addition, the Tenderer shall submit the following application documents, if the Tenderer is an association or a group of persons:
       1. If a group of persons is not organised in a specific legal form, its members shall enter into a mutual agreement, including information about the person who will represent the association in the procurement procedure. This Agreement is to be attached to the Request for participation in the competition;
       2. The ratio of participation of each member (i.e., the part of the contract to be transferred to the member concerned) must be clearly and unambiguously defined in that agreement;
       3. Each member must sign the joint Request for participation in the procurement procedure.
  1. **Tenderer qualification documents**
     1. A document certifying of at least one case of delivery and installation of goods in accordance with Clause 3.3.1 of the procurement regulations not earlier than during the last three calendar years (2014, 2015, 2016 and 2017). The certificate must state:
* Description of the delivered goods;
* Total value (price) of delivered goods;
* Types of services provided in relation to the delivered goods;
* Names and addresses of the recipients of the delivered goods.
  + 1. At least one positive feedback from a customer regarding at least one case of delivery and installation of goods in accordance with Clause 3.3.1 of the procurement regulations performed not earlier than during the last three calendar years (2014, 2015, 2016 and 2017).
    2. An official confirmation from the manufacturer of the offered goods regarding the right to perform the installation, warranty repairs and maintenance of these goods *(maintenance is not part of the Procurement Contract)*.

*Applies if the supplier is not the manufacturer of the goods.*

* + 1. An official document from the manufacturer of the offered goods indicating at least one supplier’s employee (or a specialist who will be hired in the event that the contract is concluded) who has undergone training and is qualified to carry out the installation, repair and maintenance of the goods to be supplied.

If the proposed specialist is not an employee of the company, then it is necessary to submit an agreement between the Tenderer and the indicated person on participation in the performance of the Procurement Contract, if such will be concluded.

*Applies if the supplier is not the manufacturer of the goods.*

* + 1. If the Tenderer relies on other persons to prove its qualifications, then the documents referred to in Clauses 4.2.1 and 4.2.4 must be submitted by the persons whose qualifications the Tendered relies on in its Tender.
  1. **European Single Procurement Document**
     1. The Contracting Authority accepts the European Single Procurement Document as the initial proof of compliance with the requirements for the selection and qualification of Tenderers specified in the contract notice or the procurement documents. If the Tenderer chooses to submit a European Single Procurement Document to prove compliance with the selection requirements of Tenderers and applicants specified in the contract notice or the procurement documents, it must also submit the said document for each person whose resources the Tenderer or applicant relies on to certify that their qualifications meet the requirements specified in the contract notice or procurement documents, and for the subcontractor designated by the Tenderer, whose value of work or services to be provided constitutes at least 10% of the Procurement Contract value. An association of suppliers must submit a separate European Single Procurement Document for each of its members.
     2. The Tenderer may submit to the Contracting Authority a European Single Procurement Document which has been submitted in another procurement procedure if it confirms that the information contained therein is correct.
     3. The European Single Procurement Document may be filled out online at the following address:

https://ec.europa.eu/growth/tools-databases/espd/filter?lang=lv

* + 1. The Contracting Authority is entitled at any stage of the procurement procedure to require the Tenderer to submit all or part of the documents confirming its compliance with the selection and qualification requirements specified in the procurement Regulations.
    2. If a Tenderer who is eligible to be awarded a Procurement Contract submits a European Single Procurement Document as an initial proof of compliance with the selection and qualification requirements set out in the Procurement Regulations, the Procurement Commission shall, prior to taking a decision on the award of the Procurement Contract, request the submission of documents that confirm the Tenderer’s compliance with the Tenderer selection and qualification requirements.
  1. **Documents necessary to evaluate the exclusion conditions of Tenderers eligible to be awarded the Procurement Contract**
     1. In order to verify that a Tenderer is not to be excluded from participation in the procurement procedure, the Contracting Authority shall obtain information about the Tenderer using the information system established by the Cabinet in accordance with Article 42 of the PPL.
     2. In order to verify that a Tenderer registered or permanently residing abroad is not to be excluded from participation in the procurement procedure, the Contracting Authority shall, in accordance with Article 42 of the PPL, require the Tenderer to submit a statement(s) from the competent authority of the foreign country certifying that the Tenderer is not subject to the exclusion conditions in the procurement procedure.
     3. In order to verify that a board or council member, or authorised representative, or procurator of a Tenderer registered in Latvia, or a person authorised to represent the Tenderer in activities related to a branch and who is registered or permanently residing abroad, or a Tenderer registerer or permanently residing abroad, is not subject to the exclusion conditions set out in Article 42, Paragraph one of the PPL, the Contracting Authority shall, with the exception of the case referred to in Article 42, Paragraph eleven of the PPL, require the Tenderer to submit a statement from the relevant competent institution certifying that the person concerned is not subject to the provisions of Article 42, Paragraph one of the PPL. The deadline for submission of the statement shall not be less than 10 working days from the day the request is issued or sent. If the Tenderer fails to submit the statement within the specified time, the Contracting Authority shall exclude the Tenderer from participation in the procurement procedure.
     4. The documents referred to in Clauses 4.4.1 and 4.4.3 shall be examined by the Contracting Authority also in relation to the persons referred to in Clause 3.2.3 of the Regulations.
  2. **Technical Tender**
     1. The Technical Tender must be prepared in accordance with the requirements of the Technical Specification (Chapter II). The Technical Tender must be prepared by the Tenderer in accordance with Form 2 of Chapter IV of the Regulations, ‘Tender Preparation Forms’.
     2. In cases where certain technical materials, technical solutions or standards are specified in the Technical Specification of the Procurement Regulations, the Tenderer may choose to provide the specified or equivalent materials, technical solutions or standards when preparing the Technical Tender. (*This does not apply to compatibility requirements with the equipment already owned by the Contracting Authority. If so required by the technical specifications, compatibility with the specified equipment models must be ensured*.)
     3. The supplier must indicate the parts of the Tender that contain business secrets (*if applicable*).
  3. **Financial Tender**
     1. The Financial Tender shall be prepared taking into account the scope and description of the Goods and Related Services provided for in the Technical Specification, in accordance with the Financial Tender Form (Form 3, Chapter IV of the Regulations).
     2. Prices in the Financial Tender must be provided in EUR, indicating separately the price excluding value added tax, the applicable VAT (relevant ratio) and the price including VAT. The Financial Tender must state the unit price of each item.
     3. Unit prices stated in the Financial Tender must include all costs, such as:
* Cost of delivery of goods to the address indicated by the Contracting Authority;
* Technical equipment costs;
* Other tax costs, including customs clearing expenses, with the exception of value added tax applicable to the delivery of goods and the provision of related services;
* Insurance of goods up until the acceptance (if necessary);
* The cost of installing and launching the goods (if necessary);
* Transport, accommodation (hotel) costs, daily allowance (if necessary);
* User training (if necessary); and
* Other costs related to the delivery of goods and the provision of related services.
  + 1. The prices and unit rates offered by the Tenderer must remain constant throughout the contract term.

## CRITERIA FOR THE EVALUATION AND SELECTION OF TENDERs

* 1. **Presentation of delivery of goods**
     1. Presentation of goods is not required.
  2. **Evaluation of the presentation of Tenders**
     1. 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.
     2. The Procurement Commission initially verifies that the design of the Tenders submitted complies with the requirements and that all documents specified in Clause 4 of the Regulations have been submitted.
     3. If the Tender is not properly designed or does not comply with the requirements of the Regulations, the Procurement Commission may decide to reject the Tender.
  3. **Verification of conformity and qualifications of Tenderers** 
     1. During the conformity assessment of Tenderers, the Procurement Commission will perform an inspection of documents specified in Clause 4.1 to verify that Tenderers meet the selection requirements set out in Article 3.
     2. After the conformity assessment, the Commission will evaluate the qualification documents submitted by Tenderers (*if applicable*).
     3. The Procurement Commission will, without further examination, reject the Tenders which it finds inadequate and/or insufficiently qualified for the delivery of the goods.
     4. The Procurement Commission is entitled to carry out a conformity assessment only in relation to the Tenderers who are eligible to be awarded the Procurement Contract (only in cases where the assessment of the Tender does not depend on the Tenders of other Tenderers).
  4. **Criteria for the selection of Tenders**
     1. The Procurement Commission shall perform a conformity assessment of Technical Tenders, during which the Commission will evaluate the compliance of Technical Tenders with the Technical Specification. **If the Tenderer’s Technical Tender does not meet the requirements of the Technical Specification, the Procurement Commission will not consider the Tender further.**
     2. In the case of doubt, the Procurement Commission will verify the accuracy of information included in Tenders using all available sources of information (in accordance with Clause 7.1.4 of the Regulations). **If it turns out that the Tenderer’s Tender contains false information, the Tender will be rejected.**
     3. The Procurement Commission shall select th**e most economically advantageous Tender that meets the requirements of the Regulations and the Technical Specification**, provided that the Tenderer meets the requirements for the selection and qualification of Tenders.
     4. **The criteria for the selection of the most economically advantageous Tender in this procurement shall be as follows:**
        1. **Proposed price, 100% ratio.**
     5. When evaluating the price, the Commission shall take into account the total price of the Tender without value added tax. If an arithmetical error is identified in the Financial Tender, the Procurement Commission will correct it.
     6. The Procurement Commission will notify the Tenderer of any corrections of arithmetical errors within three working days. The Procurement Commission will continue to evaluate the corrected Tenders, taking into account the corrections made.
     7. If the Procurement Commission finds that the Tender submitted by the Tenderer is abnormally low, the Procurement Commission will act in accordance with Article 53 of the PPL.

## PROCUREMENT CONTRACT

* 1. The Contracting Authority will conclude a Procurement Contract with the selected Tenderers on the basis of the Tenders and in accordance with the Regulations, and the Draft Procurement Contract included in Section III of the Regulations.
  2. The Procurement Contract with the successful Tenderers will be concluded not earlier than on the next business day after the expiry of the waiting period, provided that no reports of violations of the procurement procedure have been submitted to the Procurement Monitoring Bureau in accordance with Article 68 of the Public Procurement Law. According to the Public Procurement Law, the waiting period shall be as follows:
     1. 10 days after the date on which the information on the results of the procurement procedure is sent to all Tenderers electronically, using a secure electronic signature, or by attaching to the electronic mail a scanned document, or by fax, or in person, plus one business day;
     2. 15 days after sending the information referred to in Clause 6.2.1, if sent by mail to at least one of the Tenderers, plus one business day;
     3. If the tenth day referred to in Clause 6.2.1 and the fifteenth day referred to in Clause 6.2.2 is a Saturday, Sunday or a public holiday, the waiting time shall be extended by one business day.
  3. If the Tenderer has any questions or requires additional information on the terms of the Draft Procurement Contract annexed to the Regulations, they must be made no later than six days before the expiration of the term for the opening of Tenders. The Procurement Commission has the right to assess whether the request has been submitted in a timely manner to provide a response.

Any objections regarding the terms of the draft agreement indicated in the Tender or received after the opening of Tenders will be disregarded.

## RIGHTS AND OBLIGATIONS OF THE PROCUREMENT COMMISSION

* 1. **Rights of the Procurement Commission**
     1. The Procurement Commission has the right to amend the Regulations in accordance with Article 35, Paragraph 3 of the Public Procurement Law.
     2. The Procurement Commission has the right to assess whether the additional request for information has been submitted by the Tenderer in a timely manner in order to allow the Procurement Commission to respond in accordance with Article 36, Paragraph two of the Public Procurement Law.
     3. To request that the Tenderer specify the information about the Tender, if necessary for the assessment of presentation of Tenders, the assessment of qualifications of Tenderers, or the evaluation of the Technical or Financial Tenders in accordance with the provisions of Article 41 of the PPL.
     4. The Procurement Commission has the right to verify the truthfulness of the information provided.
     5. To correct arithmetical errors in the Financial Tenders.
     6. To invite experts to examine the presentation of Tenders, to evaluate the qualifications of Tenderers and to examine the Technical and Financial Tenders.
     7. The Procurement Commission has the right to decide to conclude a Procurement Contract or to terminate the procurement without selecting any Tender in accordance with these Regulations, the Public Procurement Law and the relevant Cabinet Regulations.
     8. To select the Tenderer who submits the next most economically advantageous Tender if the first Tenderer selected refuses to conclude the Procurement Contract.
     9. To only examine the conformity and qualifications of the Tenderers who are eligible to be awarded the Procurement Contract.
  2. **Obligations of the Procurement Commission**
     1. To ensure the procedure and documentation of the competition.
     2. To ensure the free competition of Tenderers, as well as equal and fair treatment thereof.
     3. Upon request from interested parties, to provide information and respond to additional requests from Tenderers regarding the Regulations in accordance with Article 36 of the Public Procurement Law. Information on the requirements regarding the preparation and submission of Tenders or the selection of Tenderers included in the procurement procedure documents shall be provided by the Contracting Authority no later than six days before the closing date for the submission of Tenders, provided that the request is submitted in a timely manner.
     4. To evaluate Tenderers and the Tenders submitted by them in accordance with the Public Procurement Law, other legislative provisions and the Regulations, to select a Tender or decide on the termination of the procurement without the selection of a Tender.
     5. Within three business days from the decision on the conclusion of a Procurement Contract or the decision to terminate the procurement without the selection of a Tenderer, to send information about the decision taken to all Tenderers simultaneously (on the same day). The notice on the procurement results shall include the information in accordance with Article 37, Paragraph two or three of the PPL.
     6. Prior to awarding the Procurement Contract to the Tenderer who has proposed the next most economically advantageous Tender, to verify that the Tenderer is not considered a single market participant together with the originally selected Tenderer who has refused to conclude the Procurement Contract.
     7. If a Tender is submitted by only one Tenderer, the Procurement Commission shall prepare and the Contracting Authority shall include in the procurement procedure report a justification which confirms that the proposed selection and qualification requirements of Tenderers are objective and reasonable. If the Procurement Commission is unable to justify that the requirements for the selection of Tenderers are objective and reasonable, it shall take a decision to terminate the procurement procedure.

## RIGHTS AND OBLIGATIONS OF THE TENDERER

* 1. **Rights of the Tenderer**
     1. To join together with other suppliers and submit one total offer.
     2. The Tenderer is entitled to set conditions for the confidentiality of the information submitted by it to the Procurement Commission.
     3. The Tenderer is entitled to request additional information about the Regulations in accordance with Article 36 of the Public Procurement Law.
     4. The Tenderer is entitled to submit an application regarding the requirements of the Open Competition Regulations and the contract notice to the Procurement Monitoring Bureau no later than seven days before the closing date for the submission of Tenders.
     5. To request a confirmation of receipt when submitting a Tender.
     6. To amend or withdraw the submitted Tender before the closing date for the submission of Tenders.
     7. To attend the meeting of opening of Tenders.
     8. To petition the Contracting Authority for an opportunity to get acquainted with the procurement procedure reporting commission minutes.
     9. The Tenderer shall be entitled to appeal against the decision taken by the Procurement Commission to the Procurement Monitoring Bureau on the basis of Article 68 of the Public Procurement Law (up until the conclusion of the Procurement Contract; see Clause 6.2 of the Regulations).
  2. **Obligations of the Tenderer**
     1. To prepare the Tenders in accordance with the requirements of the Regulations.
     2. To provide truthful information.
     3. To provide replies to requests from the Procurement Commission for additional information necessary for the examination of presentation of Tenders and the Tenderers’ qualifications, and for the evaluation of offers.
     4. By submitting a Tender, the Tenderer fully agrees to all the conditions contained in the Open Competition Regulations.
     5. To cover all costs associated with the preparation and submission of Tenders.

## SUBCONTRACTORS AND THE SCOPE OF THEIR ACTIVITIES

* 1. **Subcontractors**
     1. In accordance with Article 1 of the PPL, a subcontractor is a person contracted by the Tenderer or by the person contracted by the Tenderer, who carries out works or provides services for the performance of a Procurement Contract. Consequently, whenever a reference to subcontractors is required, the Tenderer must indicate not only the “first-degree” subcontractors, but also the subcontractors of subcontractors.
     2. If the total value of works or services to be performed by the subcontractor constitutes 10 per cent of the total value of the Procurement Contract or more, it shall also be subject to the exclusion provisions referred to in Clauses 2, 3, 4, 5, 6 and 7 of the first paragraph of Article 42 of the PPL.
     3. Since the services included in this Procurement Contract will be provided at the Contracting Authority’s premises, after awarding the Procurement Contract, but no later than upon commencement of the Procurement Contract, the Tenderer must submit a list of subcontractors involved in the provision of services, if any, indicating the subcontractor’s name, contact details and authorised representative to the extent that such information is known. The subcontractors of the supplier’s subcontractors shall be included in the list also.
     4. During the performance of the Procurement Contract, the supplier must notify the Contracting Authority of any changes in the information referred to in Clause 9.1.3 of the Regulations and shall supplement the list of subcontractors whenever a new subcontractor is involved in the provision of services (*if applicable*).
  2. **Total value of works or services to be performed by the subcontractor**
     1. In accordance with Article 63, Paragraph three of the PPL, the total value of works or services to be performed by the subcontractor is determined taking into account the total value of work or services to be performed by the subcontractor and all the related companies of the subcontract under the relevant procurement. A related company is a capital company in which, according to the legislative provisions defining the status of a group of companies, the subcontractor has a decisive influence, or which has a decisive influence in the subcontractor, or a capital company in which another capital company has a decisive influence which simultaneously also has a decisive influence in the relevant subcontractor.

**CHAPTER II**

# TECHNICAL SPECIFICATIONS

## GENERAL INFORMATION

The Tenderer shall prepare the Technical Tender in accordance with the Technical Specification.

**The Contracting Authority**

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

**Delivery description**

The Latvian Institute of Organic Synthesis intends to purchase equipment for research in pharmacology under the project of the European Regional Development Fund (ERDF) operational programme “Growth and Employment” specific support objective 1.1.1 “To Increase the Research and Innovation Capacity of Latvian Scientific Institutions and the Ability to Attract External Financing by Investing in Human Resources and Infrastructure” measure 1.1.1.4 “R&D Infrastructure Development in the Field of Smart Specialisation and Strengthening the Institutional Capacity of Scientific Institutions”.

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

Only new, previously unused items will be considered provided that they meet the conditions described in this chapter.

Warranty conditions of the goods

The warranty period of the goods must be at least two (2) years, unless otherwise provided in the Technical Specification for the equipment.

Terms of delivery of the goods

Delivery of the goods shall be carried out at the request of the Contracting Authority after the conclusion of the Procurement Contract, within the timeframe specified in the Procurement Regulations or the Technical Specification of the equipment.

## TECHNICAL SPECIFICATIONS

**Lot 1**

**High resolution system for respirometry measurements**

Latvian Institute of Organic Synthesis is planning to acquire high resolution system for respirometry measurements in order to assess mitochondrial and cell bioenergetics, physiology and pathological states. Offers of new equipment that corresponds to the description below will be considered.

**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 borosilicate 3.3 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 - 900 rpm. At least 2 stirrer bars (diameter not larger than 6 mm) 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 ±0.002°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, oxygen range of at least in range 0-1000 µM);   + 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 * Polarographic oxygen sensors should be sealed with butyl rubber gasket tip. At least 40 FEP membranes for polarographic oxygen sensors should be provided. * 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. * Each oxygraph should be equipped with 2 fluorescence sensors to ensure simultaneous oxygen and fluorescence measurements. Filter set for measurements of at least following fluorophores Amplex Red, TMRM, Safranin, Magnesium Green, Calcium green should be provided. Light intensity and signal amplification should be adjustable in software. The data recording and analysis can be performed in software. |
| Documents to be submitted | The tenderer shall either supply equipment manufacturer’s technical documention together with the offer, in which the Contracting authority may verify all the parameters of the equipment provided in accordance with the technical specifications of the procurement, or provide the link to the manufacturer's home page where such information is available. |

**Lot 2**

**Imaging system for the capture and analysis of high resolution digital images of protein and DNA samples**

To improve the quality of the research projects’ implementation, Latvian Institute of Organic Synthesis is planning to acquire imaging system for the capture and analysis of high resolution digital images for chemiluminescence, UV and visible light transillumination, and RGB fluorescence of protein and DNA samples in gels and membranes. The imaging system will allow to obtain high resolution images in a short time and precise quantitation of low signals.

**Technical requirements**

|  |  |
| --- | --- |
| ***Position*** | ***Description/Requirements*** |
| General description | Imaging system should provide the capture and analysis of high resolution digital images of protein and DNA samples in gels and membranes. Imager should be equipped with a dark sample cabinet, a camera system, motorized, at least 7 position filter wheel, light sources, and a built-in computer with control and analysis software. |
| Emplacement | Free standing, can be placed on a table |
| Imager dimensions | The total weight of the instrument should not exceed 50 kg. External dimensions of the system should not exceed:   * width 400 mm, * height 700 mm, * depth/lenght 600 mm; |
| The supplied system with accessories shall meet following requirements and technical parameters: | * Imager should be equipped with Peltier cooled CCD camera system; * CCD resolution should be not less than 8 megapixels; * Camera should be equipped with a lens whose focal length is equivalent to 25 mm and aperture f/0.95 or wider; * The cooling type of the detector should be peltier-type which ensures efficient cooling, * CCD operating temperature should not exceed -10°C. * The cooling down time of the detector should be less than 5 min; * The dynamic range of the camera should not be less than 16 bits and should be at least 3 orders of magnitude; * The system should provide the adjustable exposure time in a range at least from at least 1 s to 60 min; * The imager should be equipped with a dark sample cabinet, motorized, at least 7 position filter wheel and Epi LEDs light sources; * At least following fluorophores should be detectable: Alexa Fluor 488, 546, 555, 633, 647; DyLight 488, 550, 633, 650; Qdot 525, 565, 585, 605, 655, WesternDot 800, SYBR Green, Ethidium Bromide. * The imager system should provide at least color and gray scale at least 16 bit tiff, color image jpg, png, gray scale jpg image output; * The input voltage should be suitable for LV power grid; * The imager should be equipped with USB ports and a network connection; * The system should be equipped with internal computer with at least 11.5 inch touchscreen; * The imager should be fully automated (auto exposure, no focus or other adjustment or calibration needed); * The imager should be intended for samples whose size is not less than 150x200 mm. |
| Software | Imager should be supplied with imaging, analysis software and perpetual license. |
| Service | Installation and user training at work. System should have at least 2 year warranty. |
| Documents to be submitted | The tenderer shall either supply equipment manufacturer’s technical documention together with the offer, in which the Contracting authority may verify all the parameters of the equipment provided in accordance with the technical specifications of the procurement, or provide the link to the manufacturer's home page where such information is available. |

## Additional conditions:

1. In cases where certain materials, technical solutions or standards are specified in the Technical Specification of the Purchase Regulations, the Tenderer may, in the preparation of the Technical Tender, choose to provide the materials, technical solutions or standards as indicated or equivalent.

(*This condition does not apply to compatibility with equipment already owned by the Contracting Authority; if compatibility with the specified equipment models is required in the Technical Specification, it must be ensured.*)

**CHAPTER III**

# Draft Contract

CONTRACT No.

<*contract number, including the project number*>

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

## SPECIAL TERMS OF THE CONTRACT

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

**<*Seller’s name*>, registration No. <*registration number*>** represented by its <*title, name and surname of the authorised person*>, hereinafter referred to as the Seller, on the other hand,

Both together and each separately referred to as the Party or the Parties, based on the results of the open competition No. <***procurement ID***> on **<*procurement name*>** organised by the Latvian Institute of Organic Synthesis, hereinafter referred to as the Competition, and on the Tender submitted by the Seller, have entered into the following contract:

**1. THE CONTRACT SUBJECT**

1.1. The Seller shall produce (or deliver from the manufacturer) and sell to the Contracting Authority, and the Contracting Authority shall purchase from the Seller, the following goods, subject to the specifications and conditions contained in this Contract and its annexes and in the Seller’s Tender submitted in the above-mentioned competition:

**<*name*>** hereafter referred to as the Goods or Products,

and provide the following related services:

**Product installation, Product inspection and Product performance testing**, hereinafter referred to as Related Services.

**2. THE CONTRACT DOCUMENTS**

2.1. The Contract consists of the following documents which form an integral part thereof:

1. Special Terms of the Contract;
2. General Terms of the Contract;
3. Technical Specification (Annex 1 to the Contract);
4. Technical Tender (Annex 2 to the Contract)
5. Financial Tender (Annex 3 to the Contract);
6. Time Schedule (Annex 4 to the Contract).

2.2. In the event of a conflict or contradiction between the aforementioned documents, the documents shall apply in the order in which they are listed in the above paragraph.

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

3.1. The price of Goods paid to the Supplier by the Contracting Authority, including all taxes, fees and other necessary expenses, excluding VAT, shall be **EUR** **<*amount*>** (amount in words), where VAT (if applicable) shall be **EUR** **<*amount*>** (amount in words) and the price of goods, including applicable VAT, shall be **EUR** **<*amount*>** (amount in words), hereinafter referred to as the Contract Price.

3.2. The Contract Price shall be paid by the Contracting Authority to the Seller as follows:

1. The Contracting Authority shall pay an advance payment of **30% (thirty percent)** of the total Contract Price, i.e. **EUR <*amount*>** (amount in words), where VAT (if applicable) shall be **EUR** **<*amount*>** (amount in words) and the advance payment for the goods, including applicable VAT shall be **EUR** **<*amount*>** (amount in words). The advance payment shall be paid after signature of the Contract, within thirty (30) days after the receipt of the Contractor’s invoice. The Contractor is entitled to refuse to accept the advance payment.
2. The Contracting Authority shall make the final payment of **70 % (seventy percent)** of the total Contract Price, i.e. **EUR** **<*amount*>** (amount in words), where VAT (if applicable) constitutes **EUR** **<*amount*>** (amount in words) and the price of Goods, including applicable VAT, constitutes **EUR** **<*amount*>** (amount in words), once the installation of the Goods is complete, the Product acceptance tests as approved by the Contracting Authority have been performed, the final transfer and acceptance form has been signed, and the delivery note/invoice has been received. The Contracting Authority shall make the payment within thirty (30) days, by transferring the funds to the bank account indicated in the Seller’s invoice.

**4. DELIVERY PLACE AND DEADLINE**

4.1. The place of delivery of Goods and Related Services shall be **Aizkraukles iela 21, Riga, LV-1006, Latvia**. The delivery and handover of Goods to the Contracting Authority shall be performed and Related Services shall be provided by the Seller within the time limits specified in the Time Schedule attached to this Contract. The Contract shall be fully implemented by the Seller by **<*date*>** (excluding warranty obligations).

4.2. The Supplier must ensure the transport of Goods to the address indicated by the Contracting Authority (in accordance with Clause 4.1) and shall cover the cost of shipping, transport, insurance and customs (if any).

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

5.1. The Contract has been drawn up in two copies, on <*the number of pages*> (<*the number of pages in words*>) pages each, with equal legal force, of which one copy is kept by the Contracting Authority and one by the Seller.

5.2. The Contracting Authority’s contact person during the performance of the Contract: <*name and surname of the responsible person*>, telephone <*telephone number*>.

5.3. The Seller’s contact person during the performance of the Contract: <*name and surname of the responsible person*>, telephone <*telephone number*>.

|  |  |
| --- | --- |
| The Contracting Authority:  APP Latvian Institute of Organic Synthesis  Reg. No. 90002111653  VAT Reg. No. LV90002111653  Aizkraukles iela 21,  Riga, LV-1006, Latvia  The Treasury  Code: TRELLLV2X  Account: LV42TREL9150211012000  Director of  the Latvian Institute of Organic Synthesis:  Osvalds Pugovičs  <*Place of Contract*>  <*date*>.<*month*>. <*year*> | The Supplier  ***Name***  *Reg. No.*  *VAT Reg. No.*  *Address*  *City, postal code, country*  *Bank name*  Code: XXXX  Account: XXXX  *Title*:  *Name Surname*  <*Place of Contract*>  <*date*>.<*month*>. <*year*> |

## 

## GENERAL TERMS OF THE CONTRACT

These General Terms of the Contract supplement the Special Terms of the Contract. Where there is a conflict or disagreement, the Special Terms of the Contract shall prevail.

1. **THE CONTRACT SUBJECT**
   1. The Seller shall deliver and transfer to the Contracting Authority the Goods according to the description, quantity and specifications stated in the requirements of the Special Terms of the Contract and the Technical Specification attached to the Contract, as well as the Technial Tender, if such is attached to the Contract.
   2. The Seller shall provide to the Contracting Authority Goods-related Services described in the Technical Specification attached to the Contract or the supplier’s Technical Tender.
2. **TRANSFER AND ACCEPTANCE OF THE GOODS**
   1. The Seller shall transfer the Goods to the Contracting Authority in accordance with the procedures and having the modification, parameters and supplementary devices specified in the Special Terms of the Contract and the Technical Specification. Simultaneously with the transfer of the Goods, the Seller shall submit the following documents to the Contracting Authority:
      1. Product manuals in Latvian and/or English;
      2. Technical passport of the Goods or an equivalent document describing the specific characteristics of the Goods;
      3. Guarantee certificate(s) of the manufacturer(s);
      4. Certificate of conformity;
      5. Invoice;
      6. As well as any other documents listed in the Technical Specification.
   2. The Contracting Authority may require the Seller to supply the Goods in instalments, if the simultaneous supply of Goods could overload the premises of the Contracting Authority.
   3. The final transfer and acceptance form shall be signed by the Parties when all of the following conditions are met:
      1. The Goods have been delivered to the Contracting Authority;
      2. The Goods have been installed;
      3. The test period (if provided for in the Technical Specification or the Technical Tender) has ended with satisfactory results;
      4. Final acceptance tests have been carried out;
      5. The Seller has handed over to the Contracting Authority the manufacturer’s technical documentation, executive documentation in relation to the Goods, operating and maintenance manuals, etc.;
      6. Any defects discovered have been corrected;
      7. All other provisions (*except warranty obligations*) of the Contract have been fulfilled.
   4. The day of transfer of the Goods shall be the day on which the Final Transfer and Acceptance Form is signed.
   5. Ownership of the Goods shall pass from the Seller to the Contracting Authority at the later of the following dates: signature of the Final Transfer and Acceptance Form or the final payment under the Contract. Regardless of these events, the risks associated with the Goods will pass to the Contracting Authority after the delivery of the Goods (except for the cases referred to in Clause 5.1).
   6. The delivery note/invoice and the transfer and acceptance certificate for the Goods shall be signed by the Contracting Authority within five working days of their receipt. The Contracting Authority shall be entitled to invite experts or other specialists during the acceptance of Goods and Related Services, or perform independent tests to verify the conformity of the Goods with the provisions of the Contract.
   7. In the event that the examinations and tests provided for in the Contract are not successful, the Parties shall draw up a defect form indicating the deadline for the correction of defects and the Seller shall, after the correction of all defects, carry out repeated examinations and tests.
   8. The examinations and tests of the Goods performed at the Seller’s factory or to be carried out by the Seller under the Contract shall be carried out at Seller’s risk and expense. The examinations and tests not specified in the Contract shall be carried out at the expense of the Contracting Authority. However, if during such examinations or tests the Goods are found to be incompatible with the Contract, any repeat examinations or tests shall be carried out at the Seller’s risk and expense. In any case, the Parties shall each cover their own expenses related to the remuneration, business trips or transport of the Party’s personnel.
   9. The Contracting Authority shall be entitled not to accept the Goods or Related Services delivered by the Seller, if it finds that the Related Services have been performed in poor quality or insufficient volume, or that the Goods are of poor quality, damaged, not in working condition, contain other defects, are not complete (including missing documentation specified in the Agreement), or do not comply with the provisions of the Agreement. In this case, the Contracting Authority shall draw up an act indicating the defects found and the deadlines for their elimination and submit it to the Seller. The deadline referred to in this Clause shall not affect the Contracting Authority’s right to charge a penalty for the late fulfilment of the Seller’s obligations.
   10. After receiving the Seller’s notice that the defects pointed out by the Contracting Authority have been eliminated, the Contracting Authority shall re-accept the Goods or Related Services in accordance with the procedures specified in the Contract.
   11. The Seller shall be responsible for the risk of total or partial loss of or damage to the Goods until handing them over to the Contracting Authority.
3. **PRODUCT PACKAGING**
   1. The Seller must provide the packaging of the Goods as is necessary to protect them from damage during transport. The packaging must be sufficiently resistant to rapid movement, temperature fluctuations and precipitation during transport.
   2. All packaging units must be properly marked so that their contents can be identified.
4. **QUALITY AND WARRANTIES**
   1. The Seller warrants that the delivered Goods correspond to the models specified in the Contract or the Technical Specification, and conform to the parameters specified therein and other provisions of the Contract. The Seller also warrants that the Goods supplied under the Contract do not, and during their operation, will not incur any defects due to their construction, materials, manufacture or for any other reasons, except if the Contracting Authority operates the Goods in a way that is contrary to the operating instructions.
   2. The Seller warrants that the delivered Goods will be of high quality and will comply with all requirements provided for in the applicable laws and regulations of the Republic of Latvia and/or the European Union.
   3. The warranty contained in this Contract shall be valid for <***number of years***> years [sic] from the date of delivery of the Goods to the Contracting Authority, unless otherwise specified in the Special Terms of the Contract.
   4. In the event that the Contracting Authority detects a defect, deficiency or other non-compliance of the Goods or any part thereof during the above-mentioned warranty period, the Contracting Authority shall draw up an act regarding this, inviting the Contracting Authority’s specialists or other experts, if necessary. If a defect, deficiency or other non-compliance is found to be attributable to the warranty provided for in this Contract, the Contracting Authority shall send a written notice to the Seller.
   5. The Seller undertakes to repair or replace the damaged or inappropriate Goods free of charge, if the defect is subject to warranty conditions. The Seller shall respond to the warranty request within two (2) business days from the receipt of a written notice from the Contracting Authority, in order to diagnose the cause of the damage. In the event of a defect, the Seller shall repair damaged equipment within ten (10) business days. If this is not possible because the failure is too serious and requires spare parts from the manufacturer (or even replacing the unit), the Parties shall agree on the repair period in writing.
   6. In the event that the Seller has not remedied the defects, deficiencies or non-compliances that are subject to warranty within the deadline specified in Clause 4.5 of the General Terms of the Contract or within another deadline agreed upon between the Parties in writing, the Seller shall pay a penalty of 0.05% (five hundredths of a percent) of the Contract Price for each day of delay, but not more than a total of 10% (ten percent) of the Contract Price. The penalty is not payable for the time period, during which the Seller, with the written consent of the Contracting Authority, has replaced the Product to be repaired with an equivalent product.
5. **INSURANCE**
   1. The Seller shall be fully responsible for all risks of loss of or damage to the Goods during transport, storage, installation, inspection and testing until the Goods have been handed over to the Contracting Authority and a Transfer and Acceptance Form has been signed. The Seller shall be fully responsible for all risks associated with the Goods during the installation and inspection of the Goods carried out by the Seller’s personnel at the Contracting Authority’s premises.
   2. The Seller undertakes to insure the Goods during delivery, installation, inspection and testing at his own expense. The insurance must cover 100% (one hundred percent) of the value of the Goods against all risks.
6. **RIGHTS AND OBLIGATIONS OF THE PARTIES**
   1. Rights and obligations of the Seller:
      1. The Seller shall be responsible for the compliance of the Goods with the requirements of the Contract and international standards.
      2. The Seller shall be responsible for the use of suitably qualified and certified personnel in the provision of Related Services. All costs of accommodation, hotel, transport etc. of the Seller’s representatives shall be included in the Contract Price.
      3. The Seller shall be responsible for any breach of patent, trademark or industrial rights that may arise in connection with the delivery of the Goods or their continued use for intended purposes.

The Seller reserves the right to take over the defense in the event of such a claim.

* + 1. The Seller undertakes to deliver the Goods, as well as the Related Services, during the working hours of the Contracting Authority’s personnel.
    2. The Seller undertakes to comply with applicable labor protection regulations, fire safety regulations, electrical safety regulations, environmental protection regulations and other laws and regulations in force in the Republic of Latvia, as well as the work safety rules of the Contracting Authority, during the delivery of Goods and the provision of related services, while working at the Customer’s premises. The Contracting Authority undertakes to introduce the Seller with the work safety rules of the Contracting Authority’s company.
    3. The Seller undertakes to treat as confidential any documentation received from the Contracting Authority in connection with the execution of this Contract. The Seller undertakes to not publish such documentation without the prior written consent of the Contracting Authority and not disclose it to third parties, except when required to disclose such information to law enforcement or national regulatory authorities as set out in applicable laws and regulations.
  1. Rights and obligations of the Contracting Authority:
     1. The Contracting Authority undertakes to pay for the Goods in accordance with the terms and conditions specified in this Contract.
     2. The Contracting Authority undertakes to sign the Transfer and Acceptance Form for the Goods or provide a reasoned written refusal to accept the Goods.
     3. The Contracting Authority shall provide free access to the Seller’s specialists to the place of delivery and installation of the Goods at the time mutually agreed upon between the Parties.

1. **PAYMENT TERMS**
   1. The Contracting Authority shall pay the Seller for the Goods delivered and accepted in accordance with the procedures stipulated in the Contract in accordance with the terms and conditions set out in the Special Terms of the Contract.
2. **CHANGES TO AND TERMINATION OF THE CONTRACT**
   1. The Contract may be supplemented, amended or terminated by mutual agreement of the Parties. Any amendments or additions to the Contract shall be made in writing and become an integral part thereof.
   2. Any amendments to the Contract, if necessary, shall be made in accordance with the provisions of Article 61 of the PPL.
   3. The price for the Goods and services included in the Technical Tender must not be changed and the unit prices must remain constant during the performance of the Contract.
   4. The Contracting Authority shall be entitled to unilaterally terminate the Contract by sending a written notice to the Seller if any of the following conditions are met:
      1. The Seller misses any of the delivery deadlines specified in the Contract or its annexes, including interim deadlines, and the Seller’s delay has reached thirty (30) days;
      2. The Seller fails to fulfil any other obligations under the Contract and has failed to remedy the breaches within thirty (30) days from the receipt of a corresponding written notice from the Contracting Authority;
      3. Any condition set out in Article 64 Paragraph one of the PPL has been met.
   5. Should the Parties terminate this Contract prior to its completion, the Parties shall draw up an act recording the list of Goods delivered by the Seller and accepted in accordance with the procedure set out in this Contract as at the time of termination of the Contract. The Contracting Authority shall pay the Seller for the Goods accepted in accordance with this act, in accordance with the prices specified in the Contract. The Contracting Authority shall be entitled to deduct the calculated penalty and/or damages from the amount payable to the Seller.
   6. The Contracting Authority may terminate the Contract at any time by submitting a written notification to the Supplier, without paying any compensation to the Supplier, if the Supplier goes bankrupt or becomes insolvent, provided that the termination of the Contract does not affect or invalidate any right of action or compensation that may or will pertain to the Contracting Authority.
3. **LIABILITY OF THE PARTIES**
   1. If the Seller fails to deliver the Goods or perform Related Services within the deadlines, including interim deadlines, stipulated in the Contract, the Seller shall pay to the Contracting Authority a penalty of 0.1% (one tenth of a percent) of the value of the Goods or Related Services not delivered on time for each day of delay, but not more than 10% of Contract Price. Payment of the penalty shall not release the Seller from the fulfilment of obligations under this Contract.
   2. If the Contracting Authority does not pay for the Goods within the time limits specified in the Contract, it shall pay to the Seller a penalty of 0.1% (one tenth of a percent) of the amount due for each day of delay, but not more than 10% of the Contract Price. Payment of the penalty shall not release the Contracting Authority from the fulfilment of obligations under this Contract.
   3. Should the Seller fail or refuse to comply with the Contract, or if the Contract is terminated due to the Seller’s fault, including in accordance with Clause 8.4 of the General Terms of the Contract, the Seller shall refund the Contracting Authority all unused advance payments (if applicable) and pay an additional one-time penalty of 10% (ten percent) of the total Contract Price.
   4. The Parties shall be responsible in accordance with Latvian laws and regulations for all losses incurred by the other Party or by third parties due to the failure of the Party to comply with or properly comply with this Contract.
4. **SUBCONTRACTORS AND PERSONNEL**
   1. The Seller is not entitled, without the approval of the Contracting Authority, to replace the personnel and subcontractors indicated in the Tender or to involve additional subcontractors or personnel in the performance of the Procurement Contract.
   2. If the Seller hires subcontractors for the performance of this Contract, their replacement and the recruitment of new subcontractors must be carried out in accordance with the provisions of Article 62 of the PPL.
   3. Since the services included in this Procurement Contract are provided at the Contracting Authority’s premises, after the award of the Procurement Contract and no later than upon commencement of the implementation of the Procurement Contract, the Seller shall submit a list of all subcontractors involved in the provision of services, if any, including the subcontractor’s name, contact details and authorised representative, insofar as such information is known. The list should also include subcontractors of the supplier’s subcontractors.
   4. During the performance of the Procurement Contract, the Supplier shall notify the Contracting Authority of any changes in the information referred to in Clause 10.3 of the Regulations, and shall supplement the list of subcontractors by including any subcontractors hired for the provision of services at a later time (*if applicable*).
   5. The Contracting Authority will not agree to the replacement of a subcontractor indicated in the Tender or to the recruitment of a new subcontractor in the cases stipulated in Article 62, Paragraphs three and four of the PPL.
   6. The Contracting Authority will not agree to the replacement of personnel indicated in the Tender in the cases stipulated in the Procurement Contract and in Article 62, Paragraph two of the PPL.
5. **SETTLEMENT OF DISPUTES**
   1. Any disputes, disagreements or claims between the Parties shall be resolved by the Parties through mutual negotiations or in court of the Republic of Latvia in accordance with Latvian legislation.
6. **FORCE MAJEURE**
   1. The Parties shall be released from liability for full or partial non-fulfillment of the Contract, if such non-fulfilment is caused by *force majeure* or extraordinary circumstances which began after the conclusion of the Contract and which could not be predicted or prevented. *Force majeure* or extraordinary circumstances may include: natural disasters, accidents, catastrophes, epidemics, military actions, blockades, actions of authorities and governing bodies, adoption and entry into force of laws and regulations that significantly restrict or violate the rights of the Parties and affect the obligations assumed by them.
   2. The Party referring to the operation of *force majeure* or extraordinary circumstances shall immediately notify the other Party thereof in writing. The report must indicate the timeframe during which the Party expects the fulfilment of its contractual obligations to become possible and foreseeable and, upon request, be accompanied by a statement issued by the competent institution, containing the confirmation of the operation of the extraordinary circumstances and their characteristics.
   3. Each Party shall be entitled to unilaterally terminate the Contract by sending a written notice to the other Party at least thirty (30) days in advance if the *force majeure* conditions which restrict the performance of the Agreement continuously last for more than three months.
7. **MISCELLANEOUS**
   1. In this Contract, ‘a day’ shall mean a calendar day and ‘a month’ shall mean a calendar month.
   2. This Contract shall be binding on the Contracting Authority and the Seller, as well as any third parties who become their legal successors.
   3. The Contract has been concluded and shall be interpreted and executed in accordance with the laws and regulations in force in the Republic of Latvia.
   4. All correspondence, approvals, documentation and other information exchanged between the Parties in relation to the Contract must be in Latvian or English, drawn up in writing and must be submitted to the other Party personally against signature or sent by registered letter to the address specified in the Contract or the legal address of the respective Party.

## 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)***

## Annex 4

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

**delivery schedule**

***(Your Delivery schedule shall be provided here)***

**CHAPTER IV**

# Forms FOR PREPARATION of the TENDER

## FORM 1

**Application FOR PARTICIPATION IN AN OPEN COMPETITION**

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

**ID No.: OSI 2017/16 AK ERAF** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

/Date/

**Procurement name: “Supply of the equipment for research in the farmacology to the Latvian Institute of Organic Synthesis”**

Having read the Open Competition Regulations, we, the undersigned, propose the **delivery of goods** in accordance with the requirements of the Open Competition Regulations and in agreement with all the conditions of the open competition.

In the event that our Tender is accepted, we undertake to deliver all the goods listed in the Technical Specification in accordance with the Technical Tender and teh Financial Tender, which are part of our offer.

We hereby confirm that our Tender is valid until the conclusion of the Procurement Contract.

We hereby submit our Tender, which consists of Tender selection and qualification documents specified in the competition Regulations, Technical Tender and Financial Tender.

Tenderer’s name and

registration number:

Address:

Name, surname and title of the

authorised person:

Signature of the authorised person:

## FORM 2

**TECHNICAL TENDER**

**Procurement name: “Supply of the equipment for research in the farmacology to the Latvian Institute of Organic Synthesis”**

**ID No.: OSI 2017/16 AK ERAF**

***<Lot number and name>***

1. **General description of goods**
2. **Detailed description of the goods to be supplied**

*The first two columns of the table should be copied from the table on the relevant laboratory equipment included in the Technical Specification.*

*The table may be supplemented with additional information (by creating new boxes) at the Tenderer’s discretion.*

**Compliance with the requirements of the Technical Specification must be clearly stated in the Tender. Technical performance of the proposed equipment must be described in the appropriate box, next to the Contracting Authority’s requirements. Tenders containing false information about the technical performance of the proposed system will be rejected.**

**We hereby submit the following Tender:**

***< Equipment name>***

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

|  |  |  |
| --- | --- | --- |
| **Parameter/Item** *(from Tech. spec.)* | **Description/Requirement**  *(from Tech. spec.)* | **Proposal** |
|  |  |  |
|  |  |  |
|  |  |  |

1. **Additional equipment and components (*if applicable*)**
2. **Compliance with standards**

The delivered goods will meet the following standards:

*<List the quality, ecological, safety or other standards (if applicable)>*

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, such as technical descriptions, user manuals and maintenance manuals, etc.>*

1. **Place of delivery of the goods**

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

1. **Goods delivery schedule and deadline**

The goods will be delivered and the related services will be carried out within the following timeframe:

|  |  |  |
| --- | --- | --- |
| **Action** | **Deadline** | **Responsible person** |
|  |  |  |
|  |  |  |
|  |  |  |

1. **Installation of goods**

The goods will be installed in accordance with the following procedure *<description of the installation of goods>*

1. **Operational inspection and testing of the goods**

The goods will be subject to the following inspections:

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

1. **Guarantee obligations**

The supplier of the goods undertakes to provide the following guarantees for a <*number of months> month* period:

*<description of the guarantee commitments*>

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

Intervals of the technical maintenance of the equipment must be indicated in the Tender.

We hereby confirm that we have inspected the Tender regulations and the accompanying documentation. The period of validity and conditions provided in our Tender meet the requirements of the Tender 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 3**

**FINANCIAL TENDER**

**Procurement name: “Supply of the equipment for research in the farmacology to the Latvian Institute of Organic Synthesis”**

**ID No.: OSI 2017/16 AK ERAF**

***<Lot number and name>***

**We hereby submit the following Tender:**

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

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Catalogue code or part number**  *(if any)* | **Name of the product** (or service) | **Unit** | **Unit price,**  **EUR** | **Number of units** | **Total,**  **EUR** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| **Total price of the goods, excluding VAT** | | | | | |  |
| **Applicable VAT ratio** | | | | | |  |
| **Total price of the goods, including applicable VAT ratio** | | | | | |  |

We hereby confirm that we have inspected the Tender regulations and the accompanying documentation. The period of validity and conditions provided in our Tender meet the requirements of the Tender 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 4.1

General information about the Tenderer:

|  |  |  |
| --- | --- | --- |
| **1.** | **Company name:** |  |
| **2.** | **Registration number:** |  |
| **3.** | **Address:** |  |
| **4.** | **Status (small or medium-sized enterprise):**  **(See OV 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 4.2

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

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

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

Signature of the Tenderer’s authorised person:

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