

## **Invitation LU CFI 2015/14**

Contracting Authority: Institute of Solid State Physics University of Latvia (hereinafter - the ISSP); VAT Reg. No. LV90002124925; Address: Kengaraga street 8, Riga, LV-1063, Latvia; Telephone: +371 67187816, Fax: +371 67132778, e-mail: [ISSP@cfi.lu.lv](mailto:ISSP@cfi.lu.lv), Internet address: [www.cfi.lu.lv](http://www.cfi.lu.lv). Procurement is organised by the Procurement Commission (hereinafter - the Commission) of the ISSP, established by the Director of ISSP Order No. 5-v dd. 01.09.2014.

Procurement will be performed in accordance with the Section 8<sup>2</sup> of Law "On Public Procurement" of Republic of Latvia.

Subject of the procurement	Estimated contract price (VAT excluded), EUR	Date of publishing invitation	Deadline for submitting offers	Number of submitted offers	Contractor	Date of decision of Procurement Commission	Contract validity term	Contract price (VAT excluded)
Optical system for Plasma Optical Emission (POE) diagnostics and HIPIMS process control. Time of delivery as of the day entering into the Contract: 3 (three) months. CPV code: 38000000-5	Between 4 000 and 41 999.99 EUR	24.03. 2015	07.04. 2015 10:00					

Contact person: Jānis Pinnis, telephone: +371 67260545, +371 29680881, fax: +371 67132778, e-mail: [Janis.Pinnis@cfi.lu.lv](mailto:Janis.Pinnis@cfi.lu.lv)

## **SUBMITTING AND EVALUATION OF THE OFFERS**

### **1. Submitting the Offer:**

1.1. The Applicant shall submit the Offer for a whole amount.

1.2. The Offer documentation shall contain\*:

1) The Technical offer (to be filled in on the form enclosed as Annex 2 to the present Invitation).

2) The Application for participation – Financial offer (to be filled in on the form enclosed as Annex 3 to the present Invitation).

\* The Offer may be submitted as a detailed invoice too.

1.3. The Offer shall be submitted to the Secretariat of the ISSP, Room 204, 2nd floor, Kengaraga street 8, Riga, LV-1063. The Offer shall be submitted on business days from 8:30 to 17:00. The Offer may be sent in a registered letter, by courier service or delivered in person. The Offer may be also submitted by e-mail or Fax. In such a case the original shall be submitted later.

### **2. Evaluation of the Offers and entering into the Contract:**

2.1. The submitted Offers that conform to the requested technical specification (Annex 2) shall be evaluated according to the sole criterion – the lowest price.

2.2. The Contracting Authority shall take a decision to exclude the Applicant from participation in the procurement procedure, if the conditions referred to in Section 8<sup>2</sup> Paragraph Five Clause 1 or Clause 2 of the Public Procurement Law (PPL) (Items 2.2.1. or 2.2.2. herein) apply to the Applicant:

2.2.1. insolvency proceedings of the Applicant have been announced (except the case where a bailout or similar set of measures is applied within insolvency proceedings oriented towards prevention of possible bankruptcy and restoration of solvency of the debtor), economic activity of the Applicant has been suspended or discontinued, proceedings regarding bankruptcy of the Applicant have been initiated or it is being liquidated;

2.2.2. Applicant has tax debts in Latvia or in a country where it is registered or permanently residing, including debts of State social insurance contributions, in total exceeding 150 EUR in one of the countries.

2.3. Prior to the passing of the decision regarding the tender results, in order to assess the Applicant according to Section 8<sup>2</sup> Paragraph Five of the Public Procurement Law the Commission shall act as provided for by Section 8<sup>2</sup> Paragraph Seven Clauses 1 and 2 of the PPL:

2.3.1. with regard to the Applicant (regardless of the country of registration or permanent residence) through the information system and by procedure, which are determined by the Cabinet of Ministers, obtain information: a) on the facts referred to in paragraph 2.2.1. - from the Register of Enterprises, b) on the facts referred to in paragraph 2.2.2. - from the State Revenue Service and the Latvian municipalities. Commission such information from the State Revenue Service and the Latvian municipalities is entitled to get without the consent of the Applicant;

2.3.2. as regards the foreign registered or permanently residing Applicant, the Commission requires him to submit the certificate issued by the competent authority of the relevant foreign attesting that it is not subject to facts referred to in Items 2.2.1 or 2.2.2. herein. Deadline for submission of the certificate shall be determined not less than 10 working days after the date of issue or dispatch of the request.

2.4. Should the Procurement Commission establish that the Applicant who is eligible to enter into the contract has debts of taxes administered by the State Revenue Service, including state mandatory social insurance contributions that exceed a total of EUR 150 in Latvia or in a country where it is registered or permanently residing, it shall act pursuant to Section 8<sup>2</sup> Paragraph Eight Clause 2 of the PPL.

2.5. The Commission shall recognise an Applicant as the winner in the procurement which has been selected in compliance with requirements and criteria referred to in Item 2.1. and has not been excluded in accordance with Item 2.2. In addition all rejected Applicants and the reasons for rejection thereof, the contract prices tendered by all Applicants and the comparative advantages of the Applicant determined as the winner shall be indicated in the decision by which the winner is determined.

2.6. After the decision about the winner is made, all Applicants shall be informed about the decision of the Commission and the decision shall be published on the Contracting Authority's website in three weekday's time. The Contracting Authority shall, within a period of three weekdays from the receipt of the Applicant's request, issue or send the above-mentioned decision to the Applicant.

2.7. The Contracting Authority shall enter into a procurement contract with the Applicant selected by the Commission. The Contracting Authority is entitled to discontinue the procurement and not to enter into a contract if such action has an objective justification.

2.8. Not later than five working days after entering into the contract, the Contracting Authority shall publish an informative notice regarding the entered into contract on the Internet home page of the Procurement Monitoring Bureau.

2.9. Not later than on the day of entering into the contract, the Contracting Authority shall publish the contract on the Contracting Authority's Internet home page. The contract shall be published in accordance with the laws and regulations of compliance with trade secret protection. Contract and its amendments shall be available on the Contracting Authority's Internet home page at least throughout the contract period, but not less than 36 months after the date of entering into the contract.

2.10. Amendments to the procurement contract, where necessary, shall be introduced in line with the provisions of Section 67<sup>1</sup> of the PPL.

**SHALL BE FILLED IN BY THE APPLICANT**

ANNEX 2  
to Invitation LUCFI 2015/14 „Optical system for  
Plasma Optical Emission (POE) diagnostics and HIPIMS process control”

**THE TECHNICAL SPECIFICATION / THE TECHNICAL OFFER**

Position	Contracting Authority's requirements	<b>Applicant's technical offer</b> (The Tenderer shall provide a detailed description of the offered equipment herein)
	<b>Optical system for Plasma Optical Emission (POE) diagnostics and HIPIMS process control</b>	<b>Model:</b> <b>Manufacturer:</b>
1	Base setup: Two-channel POE system, with each channel containing:	
1.1	Collimator optics inside the chamber	
1.2	Optical fiber inside the chamber, 1 meter long	
1.3	Optical feedthrough	
1.4	Optical fiber outside the chamber, $\geq 1,5$ meter long	
1.5	Spectrophotometer, spectral range 200-850nm or wider	
1.6	Software, including the feature of multi wavelength time tracking of at least 4 spectral lines or line ratios	
2	Requirements / system parameters:	
2.1	Collimator optics equipped with protection from being coated	
2.2	Optical fibers and feedthroughs of the same spectral range as the spectrophotometer	
2.3	Spectral resolution: $\leq 1.5$ nm FWHM at 400nm wavelength	
2.4	Time resolution: $\leq 15$ ms	
2.5	Simultaneous tracking of not less than 4 spectral lines or line ratios	

2.6	Output signals available for control loop for gas flow control	
3	Warranty: 12 (twelve) months	
4	Delivery time: 3 (three) months	

The signature of the Applicant's authorised person:

\_\_\_\_\_ /Name, surname/                      \_\_\_\_\_ /Position/                      \_\_\_\_\_ /Signature/  
 \_\_\_\_\_ , \_\_\_\_\_ 2015  
 (place)    (date)

**SHALL BE FILLED IN BY THE APPLICANT**

ANNEX 3

to Invitation LUCFI 2015/14 „Optical system for Plasma Optical Emission (POE) diagnostics and HIPIMS process control”

Name of the Applicant: \_\_\_\_\_

Registration No. \_\_\_\_\_ VAT payer's No. \_\_\_\_\_

Registered address \_\_\_\_\_

Actual address \_\_\_\_\_

Telephone/Fax/e-mail \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Account number /Bank/Code \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

***Application***

We would like to participate in the procurement LU CFI 2015/14 „ Optical system for Plasma Optical Emission (POE) diagnostics and HIPIMS process control” and hereby certify that all information provided in the offer shall be correct.

***Financial Offer***

<b>Offered equipment</b>	<b>Price* in letters and figures</b>
<b>Optical system for Plasma Optical Emission (POE) diagnostics and HIPIMS process control</b> <b>Model:</b> <b>Manufacturer:</b>	

\* The price of the Financial Offer shall be stated with all the discounts and all the taxes imposed on the order, the VAT excluded.

The signature of the Applicant's authorised person:

\_\_\_\_\_  
/Name, surname/                      /Position/                      /Signature/

\_\_\_\_\_, \_\_\_\_\_ 2015  
(place)                      (date)

ANNEX 4

to Invitation LUCFI 2015/14 „Optical system for  
Plasma Optical Emission (POE) diagnostics and HIPIMS process control”

**CONTRACT (draft)**

Riga, \_\_\_\_\_ 2015.

Institute of Solid State Physics University of Latvia

Contract registration No. 2015/14

Procurement No. LU CFI 2015/14

Contract registration No. \_\_\_\_\_

**Institute of Solid State Physics University of Latvia** (hereinafter – the ISSP), hereinafter – the Purchaser, in the person of Mr. Andris Sternbergs, its Director, on the one side,

and \_\_\_\_\_, hereinafter – the Seller, in the person of \_\_\_\_\_, its \_\_\_\_\_, on the other side,

both hereinafter referred to as the **Parties**; each separately hereinafter referred to as the **Party**,

on the basis of the Seller’s offer and decision by the Procurement Commission of the Purchaser on the procurement LUCFI 2015/14 „Optical system for Plasma Optical Emission (POE) diagnostics and HIPIMS process control”

shall conclude the following contract, hereinafter – the Contract:

**1. Subject of the Contract**

1.1. The **Seller** shall sell and the **Purchaser** shall buy the Optical system for Plasma Optical Emission (POE) diagnostics and HIPIMS process control, the technical specification of which has been indicated in Annex 1 herein (hereinafter - the **Goods**).

1.2. The **Contract** price is \_\_\_\_\_ (\_\_\_\_\_), including all the expenses, taxes and duties related to the performance with the **Contract**, VAT not included.

**2. Conditions of the Delivery and the Procedure of Payment**

2.1. The **Seller** shall deliver the **Goods** to the **Purchaser** at the address: Kengaraga street 8, Riga, Latvia, the premises of the ISSP.

2.2. Pursuant to the **Contract**, the **Goods** to be delivered are deemed to be delivered to the **Purchaser** on the day of the mutual signing of the Deed of Transfer, no later than on \_\_\_\_\_ 2015.

2.3. The **Purchaser** shall make a prepayment in the amount of \_\_\_\_\_ (\_\_\_\_\_) or 50% of the **Contract** price within 10 (ten) working days from mutual signing of the **Contract** and receiving the advance payment invoice. The **Purchaser** hereby undertakes to make the payment of the remaining 50% of **Contract** price \_\_\_\_\_ (\_\_\_\_\_) within 10 (ten) working days from the day of the mutual signing of the Deed of Transfer and receiving the invoice.

**3. Other Conditions**

3.1. For the failure to comply with the payment term or for the delay of the delivery of the **Goods** the guilty **Party**, upon the first request by the second **Party**, shall pay the contractual penalty to the second **Party** in the amount of 0.5% (five-tenths of one percent) from the sum of the **Contract** price for each delayed day, but no more than 10% of the **Contract** price. The payment of the contractual penalty shall not free from the compliance with the **Contract** obligations.

3.2. Amendments to the **Contract**, where necessary, shall be introduced in line with the provisions of Section 67<sup>1</sup> of the Public Procurement Law.

3.3. All disagreements arising between the **Parties** in the course of compliance with the present **Contract** and cannot be resolved by way of negotiations, shall be settled in the court institutions of the Republic of Latvia.

3.4. The **Purchaser** authorises to perform the activities related to the compliance with the present **Contract** (to contact with the other Party, to sign the invoices of the **Goods**, to accept the **Goods**) the following person: \_\_\_\_\_, telephone \_\_\_\_\_, e-mail \_\_\_\_\_.

3.5. The **Seller** authorises to perform the activities related to the compliance with the present **Contract** the following person: \_\_\_\_\_, telephone \_\_\_\_\_, e-mail \_\_\_\_\_.

3.6. The present **Contract** has been drawn up on 2 (two) pages in two authentic copies, one copy of which shall remain with the **Purchaser** and the other with the **Seller**. Annex 1 "The Technical Specification" and Annex 2 "Acceptance Certificate" to the **Contract** are an integral part of the **Contract**.

#### 4. The legal addresses and other data of the Contracting Parties

<b>The Purchaser:</b>	<b>The Seller:</b>
Institute of Solid State Physics of the University of Latvia	
Legal address: Kengaraga street 8, Riga, LV-1063, Latvia	Legal address:
	Actual address:
VAT code LV90002124925	VAT code:
Account number: LV74 TREL 9150 2190 0500 0 The Treasury of the Republic of Latvia	Account number: Bank:
Code: UNLALV2X002	Code:

PURCHASER:

SELLER:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Seal

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Seal



ANNEX 1

to the Contract LUCFI 2015/14 „Optical system for Plasma Optical Emission (POE)  
diagnostics and HIPIMS process control”

### **The Technical Specification**

(The table of the Seller’s Technical offer (drawn up on the form given in Annex 2 to the Invitation) will be inserted here)

PURCHASER:

SELLER:

\_\_\_\_\_  
Signature                      Seal

\_\_\_\_\_  
Signature                      Seal

to the Contract 2015/14 „Optical system for Plasma Optical Emission (POE) diagnostics and HIPIMS process control”

**Acceptance Certificate**

Riga, \_\_\_\_\_ 2015

Institute of Solid State Physics University of Latvia  
Contract registration No. 2015/14  
Procurement No. **LU CFI 2015/14**

Contract registration No. \_\_\_\_\_

Institute of Solid State Physics University of Latvia (hereinafter – the ISSP), hereinafter – the **Purchaser**, in the person of Mr. Andris Sternbergs, its Director, on the one side,  
and \_\_\_\_\_, hereinafter – the **Seller**, in the person of \_\_\_\_\_, its \_\_\_\_\_, on the other side,

hereby certify, that:

in the frame of Contract No. 2015/14 „Optical system for Plasma Optical Emission (POE) diagnostics and HIPIMS process control” concluded on \_\_\_\_\_ 2015, the **Seller** has fulfilled his obligations in whole amount and in good quality:

all the Goods, according to the Contract No. 2015/14 „Optical system for Plasma Optical Emission (POE) diagnostics and HIPIMS process control” are delivered to the ISSP;

specifications and quality of the Goods meets those stipulated by the Contract No. 2015/14 „Optical system for Plasma Optical Emission (POE) diagnostics and HIPIMS process control”.

PURCHASER:

SELLER:

\_\_\_\_\_  
Signature                      Seal

\_\_\_\_\_  
Signature                      Seal