

APPROVED
at the Procurement Commission meeting
October 10, 2012
Minutes No. LU CFI 2012/28/ERDF_1

Open Tender of the
Institute of Solid State Physics University of Latvia

“Delivery of the Non-Contact, 3D Optical Profiler”

REGULATION

Procurement ID No.: LU CFI 2012/28/ERDF

Procurement will be performed within the ERDF Project
“Development of Scientific Infrastructure for the National Research
Centre of Nanostructured and Multifunctional Materials, Constructions
and Technologies”
(Project No.: 2011/0041/2DP/2.1.1.3.1/11/IPIA/VIAA/004)

With Amendments made on 30 November and on 7 December 2012

Riga, 2012

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I GENERAL INFORMATION

1.1. Procurement Identification Number: **LU CFI 2012/28/ERDF**

1.2. Contracting Authority

Name	Institute of Solid State Physics University of Latvia (hereinafter - the ISSP)
Address	Kengaraga street 8, Riga, LV-1063, Latvia
VAT Reg. No.	LV90002124925
Telephone	+371 67187816
Fax	+371 67132778
e-mail	ISSP@cfi.lu.lv
Internet address	www.cfi.lu.lv
Contact person	Janis Pinnis, Secretary of the Procurement Commission
Telephone	+371 67260545
Fax	+371 67132778
e-mail	Janis.Pinnis@cfi.lu.lv
Working hours	8:30-17:00

1.3. Subject of the procurement –

Delivery of the Non-Contact, 3D Optical Profiler.

CPV reference number: 38510000-3.

1.4. The place of the Contract performance: the premises of the ISSP, Kengaraga street 8, Riga, Latvia.

1.5. Schedule

Activity	Date	Time**
Requests for additional information regarding the Regulation shall be submitted by*	*	
Deadline for providing clarifications to the interested persons	09.01.2013.	
Deadline for the submission of bids	15.01.2013.	10:00
Meeting of Bids opening	15.01.2013.	10:00
Sending a notice of tender results	22.01.2013. (tentative)	
Entering into the Contract	05.02.2013. (tentative)	
Time of delivery as of the day entering into the Contract	4 (four) months (receipt of goods within 3 months time and acceptance within 1 month time)	

* Request is deemed to be submitted if written request is received from the Tenderer (a letter, fax or e-mail). The requests for additional information in relation to the Regulation should be submitted to the Commission in due time, considering that the Commission is not entitled to furnish additional information later than 6 (six) days prior to the deadline for the submission of bids.

** Latvian time

1.6. The present method of the procurement is an open tender regulated by the Republic of Latvia Law “On Public Procurement”. The Tender is organised by the Procurement Commission (hereinafter - the Commission) of the Institute of Solid State Physics University of Latvia (hereinafter - the ISSP), established by the Director of ISSP Order No. 5-v dd. 20.02.2012 (Paragraph 2).

II THE OFFER DOCUMENTS AND SUBMISSION AND OPENING OF OFFERS

2.1 The requirements regarding the contents of the Offer documents.

2.1.1 The Tenderer may submit only one Offer. The Offer shall not comprise several versions of the Technical Bid or the Financial Bid.

2.1.2 The Offer documents shall comply with the requirements included in the present Regulation and shall comprise the following:

- 1) application for participation in the present Tender to be filled in on the form enclosed as Annex 3.1 to the present Regulation;
- 2) documents certifying the qualifications of the Tenderer (see Section IV herein);
- 3) the Technical Bid, that shall be filled in on the form enclosed as Annex 1 to the present Regulation; the Technical Bid shall be signed;
- 4) the Financial Bid, that shall be filled in on the form enclosed as Annex 4 to the present Regulation; the Financial Bid shall be signed;

2.1.3 The application for participation in the Tender shall be signed. If the Offer documents are submitted by a group of persons, the application for participation in the Tender shall be signed by all persons of the group.

2.1.4 The Offer documents shall be signed by the signatory or the Tenderer's authorised person. Where the Offer documents are signed by an authorised person, the authorisation or a copy of the authorisation certified in accordance with the procedure stipulated by the laws and regulations shall be annexed to the Offer documents.

2.1.5 The Offer documents shall be permanently bound together in such a way that pages may not be replaced or removed; the pages shall be numbered. If the Tenderer encloses the promotional materials, brochures, catalogues, etc., which are not bound together, the Tenderer's name shall be indicated on every document enclosed thereto.

2.1.6 The Offer documents shall be drawn up in the Latvian or English language subject to the requirements of the record-keeping, in two paper copies:

- 1) an original (marked “Original”),
- 2) a copy (marked “Copy”),

The Offer shall be annexed with the Technical specification in electronic form (CD) in the format of MS Word or MS Excel. The Tenderer's name and the mark “LU CFI 2012/28/ERDF” shall be indicated on the respective CD.

2.2 The place and procedure of submitting the Offer: the Offer shall be submitted to the Secretariat of the ISSP, Room 204, 2nd floor, Kengaraga street 8, Riga, LV-1063 until the time and the date specified in Item 1.5 of this Regulation. 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.

Both samples of the Offer shall be submitted (sent) in one closed and sealed envelope. The following information shall be indicated on the envelope:

- 1) Institute of Solid State Physics University of Latvia, Kengaraga street 8, Riga, LV-1063, Latvia.
- 2) The Tenderer's name and address,

3) The mark: “For the Tender “Delivery of the Non-Contact, 3D Optical Profiler” (LU CFI 2012/28/ERDF)”.

2.3 The Offer validity term: 3 (three) months from the day of opening the Offer. The Offer shall not stipulate bid bond.

2.4 The place and date of opening the Bids: The Bids will be opened in the premises of the ISSP: in the Deputy Director’s office, 2nd floor, Kengaraga street 8, Riga, and will begin at the time and on the date stated in Item 1.5. The meeting of opening the Bids is open and all the interested persons may participate therein.

III INFORMATION ON THE SUBJECT OF THE PROCUREMENT

3.1 The subject of the procurement: The Non-Contact, 3D Optical Profiler, 1 set.

Delivery shall be made in accordance with the requirements stated in the Technical Specifications (enclosed as Annex 1 hereto) and the draft Contract (enclosed as Annex 2 hereto).

3.2 Procurement will be performed within the ERDF Project “Development of Scientific Infrastructure for the National Research Centre of Nanostructured and Multifunctional Materials, Constructions and Technologies” (Project No.: 2011/0041/2DP/2.1.1.3.1/11/IPIA/VIAA/004).

IV THE QUALIFICATION REQUIREMENTS AND THE TENDERERS’ SELECTION

4.1 The Contracting Authority shall examine Offers submitted by the Tenderers, who conform to the requirements stipulated by this Section and have been selected in accordance with the procedures indicated in the present Regulation.

4.2 Conditions for Excluding a Tenderer.

A Contracting Authority shall exclude a Tenderer from further participation in a procurement procedure and shall refuse to consider the said Tenderer’s bid if:

4.2.1 the Tenderer has not been registered in accordance with the requirements of laws and regulations;

4.2.2 pursuant to a court judgement or an injunction of a public prosecutor regarding a penalty, which has come into effect and become incontestable and non-appealable, the Tenderer or the Tenderer's official has been found guilty of having links to criminal offences of corruptive character, fraudulent activities in financial matters, laundering of proceeds derived from crime or implication in a criminal organisation (except as provided by Clause 1, Paragraph 4, Section 39 of the Public Procurement Law);

4.2.3 pursuant to a decision made by a competent institution or a court judgement, which has come into effect and become incontestable and non-appealable, the Tenderer has been found guilty of significantly violating the employment rights related to: 1) employment of one or several citizen(s) or subject(s) other than citizens or subjects of the Member States of the European Union, where they stay illegally in the territory of the Member States of the European Union; 2) employment of one person without entering into the employment contract in writing, where such a violation is established repeatedly in the course of a year, or employment of two or several persons without entering into the employment contract in writing (except as provided by Clauses 1 and 2, Paragraph 4, Section 39 of the Public Procurement Law);

4.2.4 pursuant to a decision made by a competent institution or a court judgement, which has come into effect and become incontestable and non-appealable, the Tenderer has been found guilty of violating the competition rights related to the vertical agreement aimed at limiting a buyer's

opportunity to fix a resale price or the horizontal cartel agreement except for the case when the respective institution, upon establishing a violation of the competition rights, has exempted the Tenderer from a penalty (except as provided by Clause 3, Paragraph 4, Section 39 of the Public Procurement Law);

4.2.5 an insolvency process of the Tenderer has been declared or the Tenderer's business activity has been suspended or terminated, a case has been brought against the Tenderer to declare it bankrupt or it is established that the Tenderer will be liquidated until the expected expiry date of the agreement performance (the Contracting Authority may decide on not excluding the Tenderer from the procurement procedure pursuant to this Paragraph in cases as provided by Paragraph 3, Section 39 of the Public Procurement Law);

4.2.6 the Tenderer has tax arrears, including compulsory social security contribution arrears (exceeding 100 lats in total in each country) in Latvia and in the country, where the Tenderer is registered or where it has its residence (in case if the Tenderer is not registered in Latvia or Latvia is not its residence country);

4.2.7 the Tenderer has provided false information with respect to its qualifications or has not submitted the required information at all;

4.2.8 as otherwise provided by the Public Procurement Law;

4.2.9 the conditions referred to in Paragraphs 4.2.2-4.2.7 are applicable to the member of the partnership if the Tenderer is the partnership and to the person indicated by Tenderer, on whose abilities the Tenderer is relying on in order to confirm that the qualification thereof conforms with the requirements specified in the procurement procedure documents.

4.3. In order to evaluate a Tenderer in accordance with Item 4.2., the Tenderer shall submit the following information along with the Offer:

4.3.1 a copy of the Tenderer's registration certificate;

4.3.2 a statement by the Tenderer that the circumstances referred to in Paragraphs 4.2.2 – 4.2.6 of the Regulation do not apply to the Tenderer;

4.4. The Contracting Authority shall be entitled to request a Tenderer to submit the following documents within 15 (fifteen) business days:

4.4.1 a certificate issued by the Competent Authority no earlier than one month prior to the submission day to the effect that an insolvency process of the Tenderer has not been declared and that the Tenderer is not undergoing liquidation (in cases as provided by Paragraph 8, Section 39 of the Public Procurement Law);

4.4.2 a certificate issued by the State Revenue Service no earlier than one month prior to the submission day to the effect that the Tenderer (regardless of whether the Tenderer is registered in Latvia or Latvia is Tenderer's residence country) and the person mentioned in Paragraph 4.2.9 of the Regulation has no tax arrears, including social security contribution arrears, exceeding 100 lats in total in Latvia (in cases as provided by Paragraph 8, Section 39 of the Public Procurement Law);

4.4.3 a certificate issued no earlier than one month prior to the submission day to the effect that the Tenderer registered in foreign country or having that country as residence country and the person (in the respective country) mentioned in Paragraph 4.2.9 of the Regulation has no tax arrears, including social security contribution arrears, exceeding 100 lats in total in the respective country (in cases as provided by Paragraph 8, Section 39 of the Public Procurement Law);

4.4.4 latest financial statements (including the balance sheet, profit and loss statement, cash flow statement, report on changes in equity and appendices) submitted to the State Revenue Service or an equivalent tax administration authority in any other country by the Tenderer, and the relevant auditors' opinion (if any).

4.5. Information Regarding the Economic and Financial Status of a Tenderer

4.5.1 The economic and financial status of a Tenderer shall comply with the following conditions: the annual average financial turnover of similar (in this Regulation the research equipment and equal goods are regarded as similar to the subject of the procurement) goods of the Tenderer for the previous 3 (three) years shall 3 (three) times exceed the bid amount.

4.5.2 For the purpose of evaluating the Tenderer's economic and financial status, the Tenderer shall submit the following along with the Offer: a statement regarding the Tenderer's average annual financial turnover of similar goods during the previous 3 (three) years. Tenderer, whose period of operation is less than 3 (three) years, shall submit a statement regarding the Tenderer's financial turnover during the period of its operation.

4.6. Information on the Tenderer's Capabilities

4.6.1 The Tenderer's capability to deliver the research equipment shall conform to the following terms and conditions:

4.6.1.1 The Tenderer shall have the experience in the delivery of similar goods; the contract sum of at least one contract shall exceed the sum offered here;

4.6.1.2 The Tenderer shall have qualified personnel to be employed in the installation of the offered equipment and warranty repair work;

4.6.1.3 The manufacturer **or an authorized distributor** of the offered equipment shall assume a warranty or ensure it through a partner, where the Tenderer fails to provide it (e.g., in case of insolvency/ bankruptcy).

4.6.2 For the purposes of evaluating the Tenderer's capabilities, the Tenderer shall submit the following along with the Offer:

4.6.2.1 A list of the performed 3 to 5 main contracts on the delivery of similar goods during the previous 3 (three) years and current year pursuant to Annex 3.2 to the Regulation;

4.6.2.2 At least 3 (three) customer references on the above mentioned (item 4.6.2.1) main contracts performed during the previous 3 (three) years and current year;

4.6.2.3 A list of the Tenderer's technical personnel to be employed in the installation of the equipment and warranty repair work pursuant to Annex 3.3 to the Regulation (a list shall be annexed with copies of documents certifying the qualifications);

4.6.2.4 The document issued by the manufacturer **or an authorized distributor** of the offered equipment, where the manufacturer **or the authorized distributor** shall specify an alternative for providing a warranty (the manufacturer **or the authorized distributor** shall assume a warranty or ensure it through a partner), where the Tenderer fails to provide it (e.g., in case of insolvency/ bankruptcy).

4.6.2.5 Where the Tenderer involves a subcontractor, the Tenderer shall submit a documental statement about the participation of the subcontractor in the Contract, as well as shall specify the amount of work assigned to such subcontractor.

4.7. Additional Information

4.7.1 If the information submitted by the Tenderer in accordance with Items 4.3, 4.4, 4.5 and 4.6 of this Regulation, is insufficient to determine whether the conditions referred to in Item

4.2 herein, are applicable to the Tenderer, or in order to evaluate the economic and financial status and capability of the Tenderer, the Contracting Authority shall be entitled to request the Tenderer to explain the information submitted or submit additional information within the scope specified in the above referred Items.

4.7.2 In order to determine whether the cost of a Offer received is unreasonably low, the Contracting Authority can request the Tenderer, who has submitted the Offer with the lowest price, to submit a description of the specific market conditions available only to this Tenderer, that substantiates the price reduction.

4.8. Exclusion from Participation in the Procurement Process

4.8.1 If the conditions referred to in Item 4.2 herein, apply to the Tenderer or the Tenderer's economic and financial status and capabilities do not conform to the conditions of Item 4.5 and Item 4.6 herein, the Contracting Authority shall take a decision not to examine the Tenderer's Bid and to exclude the Tenderer from further participation in the procurement procedure.

4.8.2 If a Tenderer has submitted an Offer of unreasonably low cost, the Contracting Authority shall exclude the Tenderer from further participation in the procurement process.

4.8.3 If a Tenderer requests the Contracting Authority to explain the decision that has been taken in accordance with Item 4.8.1 and Item 4.8.2 herein, the Contracting Authority shall, within a period of three days from the receipt of the request, provide a written substantiation of the decision.

V EVALUATION OF THE OFFERS AND THE REQUIREMENTS SET FOR THE TENDERERS

5.1. The submitted Offers that have passed the qualification test (Tenderer's selection; Section IV) and conform to the requested technical specification (Annex 1) shall be evaluated according to the sole criterion – **the lowest price. The prices in lats (LVL), VAT excluded, will be compared.** The price set in euros, USD or GBP will be converted in lats according to the exchange rate fixed by the Bank of Latvia on the day of opening the bids.

5.2. The winner of the competition shall be acknowledged the Tenderer who has submitted the Offer with the lowest price, which is determined by taking into consideration Item 5.1 herein.

5.3. The Tenderer shall provide for the permanence of the price tendered at the Tender during the entire compliance with the Procurement Contract. The potential inflation, alteration of the market conditions or any other conditions shall not be the basis for the increase of the prices and the consequences caused by the above processes shall be projected and estimated by the Tenderer when compiling the Financial Bid.

VI RIGHTS AND OBLIGATIONS OF THE COMMISSION

6.1. The Offer shall be evaluated and the selected Tenderer shall be determined by the Commission established subject to the instructions by the Director of the Institute of Solid State Physics University of Latvia.

6.2. The Commission shall have the rights to decline a further evaluation of any Offer, if it is identified that the Offer is incompliant with any requirement stipulated by the present Regulation or the regulatory enactments of the Republic of Latvia, or contains false information.

6.3. If the Commission shall have doubts about the authenticity of the submitted copy of the document, it shall request the Tenderer to present the original document or submit a verified copy of the document.

6.4. The Commission shall be entitled to invite specialists or experts with advisory rights for the performance of its work. An expert shall provide a written evaluation. The evaluation shall be enclosed to the Minutes of the Commission meeting. The expert’s evaluation shall not be binding on the Commission.

6.5. The Commission may make amendments to the Regulation or extend the term for submission of the Tender. Such information shall be published on the Contracting Authority’s website (www.cfi.lu.lv/iepirkumi).

6.6. If the information of the documents submitted by the Tenderer is insufficient, the Commission may request an additional information, thereby stipulating the term and place for the submission of an additional information.

6.7. If the Tenderer fails to submit the information or clarifications requested by the Commission, the Commission shall evaluate the Offer according to the documents included in the Offer.

6.8. The Commission shall reserve the rights to terminate the procedure without selecting any Offer.

6.9. After the performance of all the checks, thereby applying the criteria of the Offer evaluation and the comparison indicated in Section V, the Commission shall have the right to take one of the following decisions:

- to enter into the Procurement Contract with the Tenderer;
- to terminate the Tender without selecting any Bid;

6.10. The Commission shall publish its decision (Item 6.9) on the Contracting Authority’s website (www.cfi.lu.lv/iepirkumi) and send a written notification of its decision to all Tenderers and Procurement Monitoring Bureau within three business days.

6.11. If the Procurement Monitoring Bureau or the Contracting Authority receives no complaint from the Tenderer about the activities of the Contracting Authority with respect to the legality of the Tender within 10 (ten) days and 1 (one) weekday from the day of publishing the notification about the decision-taking on the Procurement Monitoring Bureau’s website, the Contracting Authority shall enter into the Procurement Contract with the selected Tenderer.

VII RIGHTS AND OBLIGATIONS OF THE TENDERERS

7.1. The participation in the Tender shall be the Tenderer’s free will.

7.2. The Tenderer shall have the rights to challenge the requirements of the Tender Regulation by submitting a complaint to Procurement Monitoring Bureau pursuant to the procedure stipulated by Section 83 of the Republic of Latvia Public Procurement Law no later than 10 days before the deadline for the submission of bids.

7.3. Submitting the Offer for participation in the Tender, the Tenderer shall accept in full and shall be prepared to comply with the requirements of the present Regulation and the regulatory enactments on the state or local government procurement.

7.4. The Tenderer shall have the rights to appeal against the decision taken by the Commission subject to the procedure stipulated by the Law “On Public Procurement”.

7.5. The Tenderer may change or withdraw the Offer after its submission on condition that the Tenderer submits a written notification about the changes (or withdrawal) until the expiry of the Offer submission term.

7.6. The Offers shall not be amended or supplemented after the expiry of the Offer submission term.

VIII CONTRACT CONDITIONS

8.1. The aim of entering into a contract shall be the stipulation of all the legal, property, financial and other relationship that may arise upon the performance of the procurement for the needs of the Contracting Authority.

8.2. The draft Procurement Contract is enclosed in Annex 2 herein.

8.3. If the Tenderer has objections to the annexed draft Procurement Contract, the above shall be submitted as soon as possible to enable the Contracting Authority to make amendments to the Tender Regulation if necessary. The objections regarding the draft Procurement Contract specified in the Offer or submitted after the opening of the bids shall not be taken into account.

SHALL BE FILLED IN BY THE TENDERER

THE TECHNICAL SPECIFICATION AND THE SUBMISSION FORM OF THE TECHNICAL BID

**For the Procurement LUCFI 2012/28/ERDF
 “Delivery of the Non-Contact, 3D Optical Profiler”**

(Procurement will be performed within the ERDF Project

No.: 2011/0041/2DP/2.1.1.3.1/11/IPIA/VIAA/004 “Development of Scientific Infrastructure for the National Research Centre of Nanostructured and Multifunctional Materials, Constructions and Technologies”)

**Bezkontakta, trīs dimensiju, skenējošās baltās gaismas interferometers, 1 komplekts
 Non-Contact, 3D Optical Profiler, 1 set**

N.p.k.	Contracting Authority's requirements	Pasūtītāja prasības	Pretendenta tehniskais piedāvājums (Pretendents šeit sniedz piedāvājuma detalizētu aprakstu)
	Non-Contact, 3D Optical Profiler	Bezkontakta, trīs dimensiju, skenējošās baltās gaismas interferometers	Modelis: Ražotājs:
1	Undefined requirements: where any technical requirement referring to the present Contract is not defined in the Technical Specifications, it shall comply with the minimum generally accepted requirements or standards.	Nenodefinētās prasības: ja tehniskajās specifikācijās kāda uz šo līgumu attiecošās tehniskā prasība nav definēta, tai ir jāatbilst minimālajām vispārpieņemtajām prasībām vai standartiem.	
2	Technical condition of equipment to be delivered: The equipment to be delivered shall not be previously used, the used or the renovated parts shall not be built therein.	Piegādājamās iekārtas stāvoklis: līguma ietvaros piegādājamā iekārta nedrīkst būt lietota, tajā nedrīkst būt iebūvētas lietotas vai renovētas daļas.	
3	Field of View: From 0.5 to 2 mm.	Redzes laukums: 0.5 – 2 mm.	
4	Objective 5x, 10x and 50x	Objektīvi 5x, 10x un 50x	

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5	Single white-light LED with uniform imaging	Baltā LED. Vienmērīgs apgaismojums	
6	Motorized turret for at least 3 objectives	Motorizēts objektīvu mainītājs priekš vismaz 3 objektīviem	
7	Motorized manual and auto focus	Motorizēts manuālais un automātiskais fokuss	
8	On-screen live display	Reāla laika attēls	
9	Motorized 150 mm x/y travel; Manual $\pm 6^\circ$ tip/tilt	Motorizēta x/y skenēšana – vismaz 150 mm; Manuāls $\pm 6^\circ$ tip/tilt	
10	Scanning and processing software	Skenēšanas un apstrādes programma	
11	Vertical Scan Range: 0.1nm – at least 150 μ m	Vertikālās skenēšanas robežas : 0.1nm – vismaz 150 μ m	
12	Optical resolution: $\leq 4 \mu$ m	Optiskā izšķiršanas spēja: $\leq 4 \mu$ m	
13	x/y scan rate $\sim 26 \mu$ m/sek	x/y skenēšanas ātrums $\sim 26 \mu$ m /s	
14	Vibration isolation table for optical profiler to protect from floor vibration: 1) Size of top of the table: at least 750x750x70 mm; 2) Antivibrational parameters: legs with pneumatic vibration isolation system. Horizontal and vertical resonant frequencies not more than 2 Hz; 3) The table shall be compatible with clean room technology.	Vibrāciju izolējošs galds profilometram, kurš aizsargātu no grīdas vibrācijām: 1) galda virsma: ne mazāka par 750x750x70mm; 2) pretvibrāciju parametri: galda kājās iebūvēta pneimatiskā vibroizolācijas sistēma. Horizontālo un vertikālo svārstību rezonanses frekvence ne lielāka par 2 Hz; 3) galdam jābūt savietojamam ar tīrtelpu tehnoloģiju.	
15	Installation.	Uzstādīšana.	
16	On-site basic training.	Pamatapmācība pie pasūtītāja.	
17	Warranty: 2 (two) years.	Garantijas laiks: 2 (divi) gadi.	

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18	Receipt at the premises of the Contracting Authority: no later than within 3 (three) months time after the day of entering into the Contract. Delivery time (including installation and acceptance by the mutual signing of the Deed of Transfer):: 4 (four) months after the entering into the contract.	Saņemšana Pasūtītāja telpās: ne vēlāk kā 3 (trīs) mēnešu laikā pēc līguma noslēgšanas. Piegādes laiks (ietverot uzstādīšanu un akceptēšanu, abpusēji parakstot pieņemšanas – nodošanas aktu): 4 (četri) mēneši pēc līguma noslēgšanas.	
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Whereby we acknowledge that no circumstances exist preventing us from participation in the present Tender procedure and comply with the requirements stated in the technical specifications.

The signature of the Tenderer’s authorised person:

_____	_____	_____
/Name, surname/	/Position/	/Signature/
_____ ,	_____	
(place)	(date)	2013

<p>Pielikums Nr.2</p> <p>atklāta konkursa „Bezkontakta, trīs dimensiju, skenējošās baltās gaismas interferometera piegāde” nolikumam</p> <p>Iepirkums Nr.: LU CFI 2012/28/ERAF</p>	<p style="text-align: right;">ANNEX 2</p> <p style="text-align: center;">to the Regulation of the Open Tender “Delivery of the Non-Contact, 3D Optical Profiler”</p> <p style="text-align: center;">Procurement No.: LU CFI 2012/28/ERDF</p>
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LĪGUMS (projekts)	CONTRACT (draft)
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<p>Rīgā, 201__ . gada ____ . _____</p> <p>Latvijas Universitātes aģentūras – LU Cietvielu fizikas institūta līgumu uzskaites Nr. 2012/28/ERAF</p>	<p>Rīga, _____ 201__ .</p> <p>Institute of Solid State Physics University of Latvia Contract registration No. 2012/28/ERDF</p>
<p>Latvijas Universitātes aģentūra – Latvijas Universitātes Cietvielu fizikas institūts (turpmāk tekstā – LU CFI), turpmāk tekstā – Pircējs, tā direktora Andra Šternberga personā, kas rīkojas saskaņā ar LU CFI nolikumu, no vienas puses,</p> <p>un _____, turpmāk tekstā – Pārdevējs, tās _____ personā, kas rīkojas saskaņā ar tās statūtiem, no otras puses,</p> <p>abi kopā turpmāk tekstā – Puses un katrs atsevišķi turpmāk tekstā arī Puse,</p> <p>pamatojoties uz Pārdevēja piedāvājumu un Pircēja iepirkumu komisijas lēmumu par atklāta konkursa LU CFI 2012/28/ERAF „Bezkontakta, trīs dimensiju, skenējošās baltās gaismas interferometera piegāde” rezultātiem,</p> <p>ERAF līdzfinansēta projekta „Nanostrukturēto un daudzfunkcionālo materiālu, konstrukciju un tehnoloģiju Valsts nozīmes pētniecības centra zinātniskās infrastruktūras attīstīšana” (projekta Nr. 2011/0041/2DP/2.1.1.3.1/11/IPIA/VIAA/004) izpildei</p> <p>noslēdz šādu līgumu, turpmāk tekstā saukts Līgums:</p>	<p>Institute of Solid State Physics University of Latvia (hereinafter – the ISSP), hereinafter – the Purchaser, in the person of Mr. Andris Sternbergs, its Director, acting pursuant to the Regulation of the ISSP on the one side,</p> <p>and _____, hereinafter – the Seller, in the person of _____, its _____, acting pursuant to the Articles of Association, on the other side,</p> <p>both hereinafter referred to as the Parties; each separately hereinafter referred to as the Party,</p> <p>on the basis of the Seller’s offer and decision by the Procurement Commission of the Purchaser on the results of the Open Tender “Delivery of the Non-Contact, 3D Optical Profiler” (LU CFI 2012/28/ERDF)</p> <p>for fulfilment of the ERDF Project No.: 2011/0041/2DP/2.1.1.3.1/11/IPIA/VIAA/004 “Development of Scientific Infrastructure for the National Research Centre of Nanostructured and Multifunctional Materials, Constructions and Technologies”</p> <p>shall conclude the following contract, hereinafter – the Contract:</p>
<p>1. LĪGUMA PRIEKŠMETS</p>	<p>1 SUBJECT OF THE CONTRACT</p>
<p>1.1. Pārdevējs pārdod, bet Pircējs pērk Bezkontakta, trīs dimensiju, skenējošās baltās gaismas interferometru, kura tehniskā specifikācija norādīta šā līguma pielikumā Nr.1. (turpmāk tekstā - Prece).</p>	<p>1.1 The Seller shall sell and the Purchaser shall buy the Non-Contact, 3D Optical Profiler, the technical specification of which has been indicated in Annex 1 herein (hereinafter - the Goods).</p>

<p>1.2. Līguma summa, ieskaitot visus ar līguma izpildi saistītos izdevumus un nodokļus ir Ls _____ (_____), turpmāk šā līguma tekstā saukta Līgumcena.</p>	<p>1.2 The Contract price is _____ (_____), including all the expenses, taxes and duties related to the performance with the Contract.</p>
<p>2. PIEGĀDES IZPILDES - PIENĒMŠANAS NOSACĪJUMI UN APMAKSAS KĀRTĪBA</p>	<p>2 CONDITIONS OF THE PERFORMANCE AND APPROVAL OF THE DELIVERY AND THE PROCEDURE OF PAYMENT</p>
<p>2.1. Prece Pircējam tiek piegādāta Ķengaraga ielā 8, Rīgā, Latvijā, LU Cietvielu fizikas institūta telpās.</p>	<p>2.1 The Goods shall be delivered to the Purchaser at the address: Kengaraga street 8, Riga, Latvia, the premises of the ISSP.</p>
<p>2.2. Saskaņā ar Līgumu: 2.2.1. piegādājamā Prece tiek nogādāta Pircēja telpās ne vēlāk kā 3 (trīs) mēnešu laikā skaitot no līguma noslēgšanas. 2.2.2. piegādājamā Prece tiek nodota Pircējam (akceptēta, abpusēji parakstot pieņemšanas – nodošanas aktu) ne vēlāk kā 4 (četrus) mēnešu laikā skaitot no līguma noslēgšanas.</p>	<p>2.2 Pursuant to the Contract: 2.2.1 the Goods to be delivered shall be received at the premises of the Purchaser no later than within 3 (three) months time after the day of entering into the Contract; 2.2.2 the Goods to be delivered shall be delivered to the Purchaser (accepted by the mutual signing of the Deed of Transfer) no later than within 4 (four) months time after the day of entering into the Contract.</p>
<p>2.3.Pircējs veic 2 (divus) maksājumus. Pirmo maksājumu Ls _____ (_____) jeb 70% no līgumcenas Pircējs apmaksā 30 (trīsdesmit) dienu laikā skaitot no Preces saņemšanas Pircēja telpās un rēķina saņemšanas dienas. Otro maksājumu Ls _____ (_____) jeb 30% no līgumcenas Pircējs apmaksā 30 (trīsdesmit) dienu laikā skaitot no abpusēji parakstīta pieņemšanas – nodošanas akta parakstīšanas un rēķina saņemšanas dienas.</p>	<p>2.3 The Purchaser shall make 2 (two) payments. The first payment in the amount of LVL _____ (_____) or 70% of the Contract price the Purchaser shall make within 30 (thirty) days from the receipt of the Goods in Purchaser's premises and receipt the payment invoice. The second payment in the amount of LVL _____ (_____) or 30% of the Contract price the Purchaser shall make within 30 (thirty) days from mutual signing of the Deed of Transfer and receiving the payment invoice.</p>
<p>3. LĪGUMSLĒDZĒJU PUŠU ATBILDĪBA</p>	<p>3 LIABILITY OF THE CONTRACTING PARTIES</p>
<p>3.1. Līdz piegādātās Preces pilnas apmaksas izdarīšanai, piegādātā Prece ir Pārdevēja īpašums. Preces nejaušas bojāejas (bojājuma) risku sākot ar brīdi, kad Prece ir nogādāta Pircēja telpās, uzņemas Pircējs. Īpašumtiesības uz piegādāto Preci pāriet Pircējam ar brīdi, kad Pircēja banka ir akceptējusi maksājuma uzdevumu par piegādājamās Preces pilnu apmaksu.</p>	<p>3.1 The delivered Goods shall be the property of the Seller until making full payment for the delivered Goods. The risk for an unintentional destruction (damage) of the Goods shall be assumed by the Purchaser from the moment of delivery of the Goods to the premises of the Purchaser. The ownership rights to the Goods shall be transferred to Purchaser from the moment the Purchaser's bank has approved the payment order on the full payment for the delivered Goods.</p>

<p>3.2. Par apmaksas termiņa neievērošanu Pircējs, pēc Pārdevēja pirmā pieprasījuma, maksā Pārdevējam līgumsodu 0,1% (procenta vienas desmitdaļas) apmērā no nokavētā maksājuma summas par katru nokavēto dienu, bet ne vairāk kā 10% (desmit procentus) no nokavētā maksājuma summas. Nokavējuma procentu samaksa neatbrīvo no Līguma saistību izpildes.</p>	<p>3.2 For the failure to comply with the payment term the Purchaser, upon the first request by the Seller, shall pay the contractual penalty to the Seller in the amount of 0.1% (one-tenths of one percent) from the sum of the delayed payment for each delayed day, but no more than 10% (ten percent) of the delayed payment. The payment of the contractual penalty shall not free from the compliance with the Contract commitments.</p>
<p>3.3. Par Preces piegādes kavējumu Pārdevējs, pēc Pircēja pirmā pieprasījuma, maksā Pircējam līgumsodu 0,1% (procenta vienas desmitdaļas) apmērā no līgumsummas par katru nokavēto dienu, bet ne vairāk kā 10% (desmit procentus) no Līguma summas.</p> <p>Līgumsoda samaksa neatbrīvo no Līguma saistību izpildes.</p>	<p>3.3 For the delay of the delivery of the Goods the Seller, upon the first request by the Purchaser, shall pay the contractual penalty to the Purchaser in the amount of 0.1% (one-tenths of one percent) from the Contract price for each delayed day, but no more than 10% of the Contract price.</p> <p>The payment of the contractual penalty shall not free from the compliance with the Contract obligations.</p>
<p>3.4. Katra līgumslēdzēja Puse atbild par Līguma neizpildi vai nepienācīgu izpildi, ja tās vainas dēļ nodarīts kaitējums otrai līgumslēdzēja Pusei.</p>	<p>3.4 Every Contracting Party shall be liable for the failure to comply with the Contract or for inadequate compliance, if the detriment is thus caused to the other Contracting Party.</p>
<p>3.5. Puses ir tiesīgas rīkoties caur saviem pārstāvjiem.</p>	<p>3.5 The Parties shall be entitled to act through their representatives.</p>
<p>3.6. Pārdevējs atbild par Pircējam piegādātās Preces kvalitāti, kādu noteicis attiecīgo preču ražotājs saskaņā ar Pārdevēja izsniegto garantijas sertifikātu. Preces garantijas remonts ir jāveic atbilstoši vispārpieņemtajai praksei šādām Precēm.</p> <p>Preces bojājumus Pircējs piesaka rakstiski pa faksu _____ vai ziņojot uz e-pasta adresi _____. Paraleli informācijas nodošanai var izmantot tālr. _____.</p> <p>Pārdevējs rakstiski pa faksu _____ vai e-pastu _____ apstiprina pieteikuma par Preces bojājumu saņemšanu.</p>	<p>3.6 The Seller shall be liable to the Purchaser for the quality of the delivered Goods, stated by the manufacturer of the respective Goods subject to the warranty certificate issued by the Seller. The warranty repair of the Goods shall be made subject to the common practice for the respective Goods.</p> <p>The Purchaser shall notify of the damaged Goods in writing by fax _____ or by sending an e-mail message to the address: _____. Information may at the same time be provided by telephone _____.</p> <p>The Seller shall confirm the receipt of the the notification of the damaged Goods in writing by fax or e-mail.</p>
<p>3.7. Pārdevēja reakcijas laiks (laiks no Preces bojājuma pieteikšanas līdz Pārdevēja speciālista ierašanās pie Pircēja brīdim) ir ne vairāk kā 5 (piecas) darba dienas. Pretējā gadījumā Pārdevējs, pēc Pircēja pirmā pieprasījuma, maksā Pircējam sodu par līguma saistību nepildīšanu Ls 50 (piecdesmit latu) par katru reakcijas kavējuma darba dienu.</p>	<p>3.7 The Seller's reaction (the time from the notification of the damaged Goods until the arrival of the Seller's expert at the Purchaser's location) shall not exceed 5 (five) business days. Failing to do so, the Seller shall pay the Purchaser, upon the Purchaser's first request, the penalty for the failure to comply with the Contract obligations in the amount of LVL 50 (fifty lats) for each business day of the above delayed reaction.</p>

<p>3.8. Pārdevējam ir pienākums novērst pieteiktos defektus nekavējoties un ne ilgāk kā 3 (trīs) nedēļu laikā. Ja bojājums nav novērsts norādītajā termiņā, tad par katru kavēto dienu Pircējs var pieprasīt Pārdevējam maksāt sodu 50 Ls (piecdesmit latu) apmērā par katru kavējuma dienu. Par aprēķinātu sodu piestāda rēķinu reizi mēnesī.</p>	<p>3.8 The Seller shall have an obligation to perform the repair work of the notified defects as soon as possible and no later than in 3 (three) weeks time. If such defect has not been repaired until specified time, the Seller shall pay the Purchaser, upon the Purchaser's first request, the penalty in the amount of LVL 50 (fifty lats) for each delayed day. The invoice for the calculated penalty shall be issued once a month.</p>
<p>3.9. Ja bojājumu neizdodas novērst 2 (divu) mēnešu laikā, tad nākamo 2 (divu) mēnešu laikā Pārdevējs piegādā jaunu ekvivalentu iekārtu. Ja 2 (divos) mēnešos nav piegādāta aizvietojošā iekārta, tad nākamā 1 (viena) mēneša laikā Pārdevējs atgriež Pircējam summu iekārtas iegādes vērtībā.</p>	<p>3.9 If it is not possible to perform the repair work in 2 (two) months time, the Seller shall deliver a new equivalent equipment in 2 (two) months time. If the replacement equipment has not been delivered in 2 (two) months time, the Seller shall return the Purchaser the sum equal to the equipment purchase amount in 1 (one) month time.</p>
<p>3.10. Garantijas apkalpošanas perioda laikā notikuša bojājuma gadījumā Pārdevējs uz sava rēķina, nepazeminot Preces kvalitāti, veic bojātās daļas nomaiņu vai remontu. Garantijas saistības ir spēkā pie nosacījuma, ka nav iestājušies garantijas sertifikātā norādītie apstākļi, kas pārtrauc garantijas saistības.</p>	<p>3.10 In the event of a damage occurring during the warranty maintenance period, the Seller shall replace the faulty part or make the repair at his/her expense, without diminishing the quality of the Goods. The warranty commitments are valid on the condition that the circumstances stated in the warranty certificate and terminating the warranty commitments, have not set in.</p>
<p>3.11. Precei tiek noteikts garantijas laiks: 2 (divi) gadi no Preces piegādes brīža.</p>	<p>3.11 The following warranty period shall be stipulated for the Goods: 2 (two) years from the performance of the delivery.</p>
<p>3.12. Visos dokumentos, kas saistīti ar šo Līgumu Pārdevējs obligāti norāda visus nepieciešamos rekvizītus un datus, tajā skaitā ERAF projekta nosaukumu un numuru (Projekts Nr.: 2011/0041/2DP/2.1.1.3.1/11/IPIA/VIAA/004 „Nanostrukturēto un daudzfunkcionālo materiālu, konstrukciju un tehnoloģiju Valsts nozīmes pētniecības centra zinātniskās infrastruktūras attīstīšana”) un iepirkuma identifikācijas numuru (LU CFI 2012/28/ERAF).</p>	<p>3.12 The Seller on a mandatory basis shall indicate all the necessary banking data and information including the name and the number of ERDF project (Project No.: 2011/0041/2DP/2.1.1.3.1/11/IPIA/VIAA/004 “Development of Scientific Infrastructure for the National Research Centre of Nanostructured and Multifunctional Materials, Constructions and Technologies) and the procurement identification number (LUCFI 2012/28/ERDF) in all the documents regarding the present Contract.</p>
<p>3.13. Līguma 3.12.p. prasību neievērošanas gadījumā, Pircējs patur tiesības neapmaksāt rēķinus līdz minēto prasību izpildei.</p>	<p>3.13 In the event of non-compliance with the requirements of Item 3.12 of the Contract, the Purchaser shall reserve the rights to make no payment of the invoices until the compliance with the stated requirements.</p>
<p>4. NEPĀRVARAMA VARA</p>	<p>4 FORCE MAJEURE</p>

<p>4.1. Gadījumā, kad rodas nepārvaramas varas apstākļi, tādi kā dabas katastrofas, karš, jebkuras militāras akcijas, valsts pārvaldes institūciju rīkojumi, lēmumi vai aizliegumi un citi ārkārtēji apstākļi, kurus Puses nevarēja paredzēt un novērst ar saviem līdzekļiem, līgumsaistību izpildes laiks pagarinās par periodu, kurā pastāv nepārvaramas varas radītie apstākļi. Ja nepārvaramas varas apstākļi pastāv ilgāk kā 3 (trīs) mēnešus, Līguma darbība tiek izbeigta un Puses veic savstarpējo norēķinu atbilstoši faktiski piegādātajai Precei.</p>	<p>4.1 In the cases of the force majeure circumstances, such as the natural hazards, war, any military actions, orders by the state administration institutions, decisions or prohibitions and other extraordinary circumstances, which the Parties could not envisage and prevent with their own resources, the time period of compliance with the Contract obligations shall be extended by the period of the existence of the circumstances caused by the force majeure. If the force majeure circumstances exist for more than 3 (three) months, the Contract shall be terminated and the Parties shall make mutual settlement subject to the actually delivered Goods.</p>
<p>5. CITI NOTEIKUMI</p>	<p>5 OTHER CONDITIONS</p>
<p>5.1. Līgums stājas spēkā ar tā parakstīšanas brīdi un darbojas līdz pilnīgai abpusējai Līguma saistību izpildei. Līgums atspoguļo Pušu vienošanos attiecībā uz Līguma priekšmetu, apmaksas, piegādes u.c. nosacījumiem un atceļ visas iepriekšējās sarakstes un mutiskas vienošanās, kas pastāvējušas starp Pusēm līdz Līguma parakstīšanai.</p>	<p>5.1 The Contract shall take effect from the moment of signing and shall be valid until full mutual compliance with the Contract obligations. The Contract shall reveal the agreement of the Parties with respect to the subject of the Contract, conditions of the payment, delivery and other provisions, and shall revoke all the preceding written communication and oral arrangements existing among the Parties until the signing of the Contract.</p>
<p>5.2. Pasūtītājs vienpusēji ir tiesīgs lauzt Līgumu, ja Līguma termiņš nav likumīgi pagarināts un Preču piegāde kavējas vairāk par 1 (vienu) mēnesi pēc šī Līguma termiņa beigām.</p>	<p>5.2 The Purchaser shall be entitled to terminate the Contract unilaterally, if the Contract deadline is not legally extended and delivery of the Goods has been delayed by more than 1 (one) month following the expiry of the deadline of the present Contract.</p>
<p>5.3. Visi būtiskie paziņojumi, kas attiecas uz šā Līguma noteikumu izpildi, sūtāmi ierakstītā vēstulē uz šā Līguma 6.punktā norādītām adresēm, vai nododami Pusēm personīgi. Ja paziņojumi tiek sūtīti ierakstītā vēstulē, tie uzskatāmi par saņemtiem trešajā dienā pēc to nosūtīšanas Latvijas adresātiem vai 14. dienā pēc to nosūtīšanas ārvalstu adresātiem.</p> <p>Adreses maiņa kļūst saistoša otrai Pusei, tad, kad Puse, kuras adrese tiek mainīta nosūta tai paziņojumu vai dokumentu, kas apstiprina šādas izmaiņas.</p> <p>Lai paātrinātu informācijas apriti, visi dokumenti adresātam vispirms jānosūta pa faksu vai uz oficiālo norādīto e-pasta adresi un saņēmējam jāatsūta apstiprinājums par saņemšanu.</p>	<p>5.3 All notifications related to the compliance with the conditions of the present Contract shall be sent in a registered letter to the addresses stated in Item 6 herein or delivered to the Parties in person. If the notifications are sent in a registered letter, they shall be deemed to be received on the third day after mailing, if the addressee is in Latvia, or on the fourteenth day after mailing, if the addressee is outside Latvia.</p> <p>The change of address shall be binding on the other Party, when the Party whose address is changed sends the other Party a notification or a document certifying such changes.</p> <p>To accelerate the information exchange, at first, all documents shall be sent to the addressee by fax or to the official e-mail address specified, and the recipient shall send a confirmation of such receipt.</p>

<p>5.4. Visi strīdi un domstarpības, kādas Pusēm radušās šā Līguma izpildes gaitā, un nav atrisināmas pārrunu ceļā 30 dienu laikā, tiek izskatītas Latvijas Republikas tiesu iestādēs, Latvijas Republikas normatīvajos aktos paredzētajā kārtībā.</p>	<p>5.4 All disputes and disagreements arising between the Parties in the course of compliance with the present Contract and cannot be resolved by way of negotiations in 30 days, shall be settled in the court institutions of the Republic of Latvia in the procedure stipulated by the regulatory enactments of the Republic of Latvia.</p>
<p>5.5. Izslēgts</p>	<p>5.5 Excluded</p>
<p>5.6. Puses ar savu parakstu apliecinā, ka tām ir visas tiesības (pilnvaras) slēgt Līgumu un ar to iegūstot savu pārstāvam vārdā Līgumā minētās tiesības un pienākumus. Ja Pārdevēja pārstāvis līguma noslēgšanas brīdī nav bijis pilnvarots pārstāvēt Pārdevēju, tad viņš/viņa pats/patī, kā fiziska persona atbild par līgumsaistību izpildi ar visu savu mantu.</p>	<p>5.6 The Parties shall certify with their signatures that they have all the rights (authorisations) to enter into the Contract, thereby acquiring, in the name of the persons represented by them, the rights and obligations stated in the Contract. If the Seller's representative has not been authorised to represent the Seller at the moment of entering into the Contract, then he/she as a natural person shall be held liable for the compliance with the Contract obligations with all his/her property.</p>
<p>5.7. Puses pilnvaro veikt ar šā Līguma izpildi saistītās darbības (kontaktēties ar otru Pusi, parakstīt Preces pavadzīmes-rēķinus, nodot/saņemt Preci) šādas personas:</p>	<p>5.7 The Parties shall hereby authorise the following persons 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 transfer, to accept the Goods):</p>
<p>5.7.1. no Pircēja puses: _____ _____;</p>	<p>5.7.1 on the Purchaser's side _____ _____;</p>
<p>5.7.2. no Pārdevēja puses _____ _____.</p>	<p>5.7.2 on the Seller's side _____ _____.</p>
<p>5.8. Šis Līgums ir uzrakstīts divos autentiskos eksemplāros latviešu un angļu valodā uz ____ (_____) lapām. Līguma 1. pielikums un citi Līguma iespējamie pielikumi ir tā neatņemamas sastāvdaļas. Pēc Līguma parakstīšanas viens eksemplārs tiek nodots Pircējam, bet otrs – Pārdevējam.</p>	<p>5.8 The present Contract shall be drawn up on ____ (_____) pages in Latvian and English in two authentic copies. Annex 1 to the Contract and other potential Annexes to the Contract are an integral part of the Contract. After signing of the Contract, one copy shall be delivered to the Purchaser, but the other – to the Seller.</p>

Tender Regulation for the Procurement No.LU CFI 2012/28/ERDF
 “Delivery of the Non-Contact, 3D Optical Profiler”

6. LĪGUMSLĒDZĒJU PUŠU JURIDISKĀS ADRESES UN CITI REKVIZĪTI	6. THE LEGAL ADDRESSES AND OTHER DATA OF THE CONTRACTING PARTIES
Pircējs:	Purchaser:
Latvijas Universitātes aģentūra – Latvijas Universitātes Cietvielu fizikas institūts Juridiskā adrese: Ķengaraga iela 8, Rīga, LV-1063, Latvija PVN reģ.Nr. LV90002124925 Norēķinu konts: LV45TREL9154361000000, Banka: Valsts Kase, Bankas kods: TREL LV22	Institute of Solid State Physics University of Latvia Legal address: Kengaraga street 8, Riga, LV-1063, Latvia VAT reg. No. LV90002124925 Account number: LV45TREL9154361000000 Bank: Riga Treasury Unit Code: TREL LV22
Pārdevējs:	Seller:
Nosaukums: _____ Juridiskā adrese: _____ Biroja adrese: _____ PVN reģ.Nr. _____ Norēķinu konts: _____ Banka: _____ Bankas kods: _____	Name: _____ Legal address: _____ Address of the office: _____ VAT reg. No. _____ Account number: _____ Bank: _____ Code: _____
Pircējs / Purchaser:	Pārdevējs / Seller:
_____ Paraksts / Signature Z.v./ Seal	_____ Paraksts / Signature Z.v./ Seal

Līguma pielikums Nr.1

līgumam par iepirkumu Nr. LU CFI 2012/28/ERAF
 „Bezkontakta, trīs dimensiju, skenējošās baltās gaismas interferometra piegāde”,
 noslēgtam starp LU Cietvielu fizikas institūtu, LU aģentūru
 un _____

Annex 1 to the Contract

on the Procurement No. LU CFI 2012/28/ERDF “Delivery of the Non-Contact, 3D Optical Profiler” concluded between the Institute of Solid State Physics University of Latvia and _____

Rīgā, 201__ gada ____.	Rīga, _____ 201__.
LU Cietvielu fizikas institūta līgumu uzskaites Nr. 2012/28/ERAF	Institute of Solid State Physics University of Latvia Contract registration No. 2012/28/ERDF
Latvijas Universitātes Cietvielu fizikas institūts, Latvijas Universitātes aģentūra (turpmāk tekstā – LU CFI), turpmāk tekstā – Pircējs , tā direktora Andra Šternberga personā, kas rīkojas saskaņā ar LU CFI nolikumu, no vienas puses, un _____, turpmāk tekstā – Pārdevējs , tās _____ personā, kas rīkojas saskaņā ar tās statūtiem, no otras puses, vienojas par šādu piegādājamo Preci , tās līgumcenu un garantijas laika termiņu:	Institute of Solid State Physics University of Latvia (hereinafter – the ISSP), hereinafter – the Purchaser , in the person of Mr. Andris Sternbergs, its Director, acting pursuant to the Regulation of the ISSP on the one side, and _____, hereinafter – the Seller , in the person of _____, its _____, acting pursuant to the Articles of Association, on the other side, agree on the following items constituting the Goods to be supplied, price and the deadlines of the warranty period:

Piegādājamā Prece (iekārtas nosaukums, ražotājs, modelis) / Goods to be supplied (equipment name, manufacturer, model)	Cena piegādes vietā / Price at the place of delivery	Garantijas laiks / Warranty period	Piegādes vieta / Place of delivery
		2 (divi) gadi 2 (two) years	LU Cietvielu fizikas institūts, Ķengaraga iela 8, Rīga, Latvija / Institute of Solid State Physics University of Latvia, Kengaraga street 8, Riga, Latvia

Turpinājums nākamajā lappusē / Continued on next page

Līguma pielikums Nr.1 / Annex 1. to the Contract

TEHNISKĀS SPECIFIKĀCIJAS / TECHNICAL SPECIFICATIONS

Bezkontakta, trīs dimensiju, skenējošās baltās gaismas interferometers

Non-Contact, 3D Optical Profiler

Šeit tiks ievietota Pārdevēja tehniskā piedāvājuma tabula (sastādīta, izmantojot šī nolikuma 1.pielikumā doto veidlapu)

The table of the Seller’s Technical bid (drawn up on the form given in Annex 1 to the Regulation) will be inserted here.

Pircējs / Purchaser:	Pārdevējs / Seller:
_____	_____
Paraksts / Signature Z.v./ Seal	Paraksts / Signature Z.v./ Seal

SHALL BE FILLED IN BY THE TENDERER

ANNEX 3.1
to the Regulation of the Open Tender LU CFI 2012/28/ERDF
“Delivery of the Non-Contact, 3D Optical Profiler”

APPLICATION FOR PARTICIPATION IN OPEN TENDER

Contracting Authority: Institute of Solid State Physics University of Latvia

Procurement ID No: LUCFI/2012/28/ERDF

/Date/

**Subject of the procurement: Delivery of the Non-Contact, 3D Optical Profiler, 1 set.
(ERDF Project ID No: 2011/0041/2DP/2.1.1.3.1/11/IPIA/VIAA/004)**

Having acquainted ourselves with the Tender Regulation, we, the undersigned, offer to provide the Delivery of the Non-Contact, 3D Optical Profiler pursuant to the requirements stipulated by the Tender Regulation and agreeing with all provisions of the Tender, in the amount as stated below:

(total Offer price in letters and figures)

Should our Offer be accepted, we undertake to provide the delivery of the Non-Contact, 3D Optical Profiler within 4 (four) months (receipt at the premises of the Contracting Authority: no later than within 3 (three) months time) from entering into the Contract in line with the Technical Bid which is an integral part of our Offer.

We hereby acknowledge that the Offer validity term shall be 3 (three) months.

We hereby submit our Offer incorporating the Tenderer selection documents, Technical Bid and Financial Bid.

Name of the Tenderer:	
Registered address	
Actual address	
Registration number	
VAT payer's number	
Telephone	
Fax	
e-mail address	
Internet address	
Contact person	
Telephone and e-mail address of the Contact person	
Name, surname and position of the authorised representative	
Signature of the authorised representative	

SHALL BE FILLED IN BY THE TENDERER

ANNEX 3.2
to the Regulation of the Open Tender LU CFI 2012/28/ERDF
“Delivery of the Non-Contact, 3D Optical Profiler”

A list of the delivery of similar * goods during the previous 3 (three) years and current year

(Give reference to 3 – 5 main Contracts)

No.	Brief description of the Contracts	Amount of the executed Contract	Name and address of the Client	Delivery date

* in this Regulation the research equipment and equal goods are regarded as similar to the subject of the procurement

The signature of the Tenderer's authorised person:

_____/Name, surname/ _____/Position/ _____/Signature/

_____, _____ 2013
(place) (date)

SHALL BE FILLED IN BY THE TENDERER

ANNEX 3.3
to the Regulation of the Open Tender LU CFI 2012/28/ERDF
“Delivery of the Non-Contact, 3D Optical Profiler”

A list of the Tenderer’s personnel to be employed in the installation and/or warranty repair work of Non-Contact, 3D Optical Profiler in accordance with the terms and conditions of the Contract

(The list shall be annexed with copies of documents certifying the qualifications)

Name, Surname	Position	Speciality, qualification, experience

The signature of the Tenderer’s authorised person:

/Name, surname/ /Position/ /Signature/

_____, _____ 2013
(place) (date)

SHALL BE FILLED IN BY THE TENDERER

FINANCIAL BID*

For the Procurement “Delivery of the Non-Contact, 3D Optical Profiler”

(Procurement will be performed within the ERDF Project
No.: 2011/0041/2DP/2.1.1.3.1/11/IPIA/VIAA/004 “Development of Scientific Infrastructure
for the National Research Centre of Nanostructured and Multifunctional Materials,
Constructions and Technologies”)

Non-Contact, 3D Optical Profiler	Price* in letters and figures
Model: Manufacturer:	

* The prices of the Financial Bid shall be stated with all the discounts and all the taxes imposed on the order, the VAT excluded. If the price is given in currency different from LVL, it will be converted in LVL according to the exchange rate fixed by the Bank of Latvia on the day of opening the bids.

The signature of the Tenderer’s authorised person:

/Name, surname/ /Position/ /Signature/

_____, _____ 2013
(place) (date)