

LĪGUMS

CONTRACT

<p>Rīgā, 2015. gada 12. oktobrī LU Cietvielu fizikas institūta līgumu uzskaites Nr. 2015/35/ERAF-2 UAB „Nova Fabrica” līgumu uzskaites Nr. PO/2015/35/ERAF-2</p>	<p>Rīga, 12 October 2015. Institute of Solid State Physics University of Latvia Contract registration No. 2015/35/ERAF-2 UAB „Nova Fabrica” Contract registration No. PO/2015/35/ERAF-2</p>
<p>Latvijas Universitātes Cietvielu fizikas institūts (turpmāk tekstā LU CFI), nodokļu maksātāja reģistrācijas Nr. LV90002124925, tā direktora Andra Šternberga personā, kurš rīkojas saskaņā ar LU CFI nolikumu, turpmāk šā līguma tekstā saukts Pasūtītājs, no vienas puses, UAB „Nova Fabrica”, nodokļu maksātāja reģistrācijas Nr. LT100007375113, tā direktora Martynas Audronis personā, kurš rīkojas saskaņā ar UAB „Nova Fabrica” statūtiem, turpmāk šā līguma tekstā saukts Piegādātājs, no otras puses. abi kopā turpmāk tekstā – Puses un katrs atsevišķi turpmāk tekstā arī Puse, pamatojoties uz Pasūtītāja rīkotā konkursa Nr. LU CFI 2015/35/ERAF „Izputināšanas mērķi plānu pārklājumu ieguvei”, turpmāk tekstā saukts Konkurss, rezultātiem un Piegādātāja iesniegto piedāvājumu par iepirkuma 2. daļu, 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) u.c. projektu izpildei noslēdz šādu līgumu, turpmāk tekstā saukts Līgums:</p>	<p>Institute of Solid State Physics University of Latvia (hereinafter – the ISSP), taxpayer’s reg.No. LV90002124925, in the person of Mr. Andris Sternbergs, its Director, acting pursuant to the Regulation of the ISSP hereinafter – the Purchaser, on the one side, and UAB „Nova Fabrica”, taxpayer’s reg.No. LT100007375113, in the person of Martynas Audronis its director acting pursuant to the Articles of Association of UAB „Nova Fabrica”, hereinafter – the Seller, 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 Lot 2 of the Open Tender “Sputtering Targets” (LU CFI 2015/35/ERDF) 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” and other projects shall conclude the following contract, hereinafter – the Contract:</p>
<p>1. LĪGUMA PRIEKŠMETS</p>	<p>I SUBJECT OF THE CONTRACT</p>
<p>1.1. Piegādātājs pārdod, bet Pasūtītājs pērk Metālu un pusvadītāju mērķus, kuru tehniskā specifikācija norādīta šā līguma pielikumā Nr.1. (turpmāk tekstā - Prece).</p>	<p>1.1 The Seller shall sell and the Purchaser shall buy Metal and Semiconductor Targets, the technical specification of which has been indicated in Annex 1 herein (hereinafter - the Goods).</p>
<p>1.2. Līguma summa, ieskaitot nodokļus un nodevas, ar kurām tiek aplikta Prece, un visus citus ar Līguma izpildi saistītos izdevumus, bet bez PVN ir 3 550,48 EUR (trīs tūkstoši pieci simti piecdesmit eiro un 48 centi), turpmāk šā Līguma tekstā saukta Līgumcena.</p>	<p>1.2 The Contract price is 3 550.48 EUR (three thousand five hundred fifty euros and 48 cents), including all the expenses, taxes and duties related to the performance with the Contract (VAT excluded).</p>
<p>1.3. Līguma darbības laiks – trīs (3) mēneši, skaitot no Līguma noslēgšanas dienas vai līdz visas Līgumā paredzētās Preces piegādei, ja tas notiek agrāk.</p>	<p>1.3. Contract period - three (3) months from the Contract date or until all Goods included in the Contract are delivered, if it takes place earlier.</p>

2. PIEGĀDES IZPILDES - PIENEMŠANAS NOSACĪJUMI UN APMAKSAS KĀRTĪBA	2 CONDITIONS OF THE PERFORMANCE AND APPROVAL OF THE DELIVERY AND THE PROCEDURE OF PAYMENT
2.1. Prece Pasūtītājam tiek piegādāta Rīgā, Kengaraga ielā 8, LU CFI telpās.	2.1 The Goods shall be delivered to the Purchaser at the address: Kengaraga street 8, Riga, Latvia, the premises of the ISSP.
2.2. Apmaksas veids – pēcapmaksā, 15 dienu laikā pēc piegādes.	2.2 Payment method - post-pay, within 15 days after delivery
3. CITI NOTEIKUMI	3 OTHER CONDITIONS
3.1. Par apmaksas termiņa neievērošanu vai par Preces piegādes kavējumu vainīgā līgumslēdzēja Puse pēc pirmā otras Puses pieprasījuma, maksā otrai Pusei līgumsodu 0,5% (procenta piecu desmitdaļu) apmērā no maksājuma summas vai piegādes apjoma par katru nokavēto dienu, bet ne vairāk kā 10% no līgumcenas. Līgumsoda samaksa neatbrīvo no Līguma saistību izpildes.	3.1. For the failure to comply with the payment term or for the delay of the delivery of the Goods the guilty Contracting Party , upon the first request by the other Party , shall pay the contractual penalty to the other Party in the amount of 0.5% (five-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.
3.2. Ja Līgumā nepieciešams veikt grozījumus, tie jāveic ievērojot Publisko iepirkumu likuma 67 ¹ . panta noteikumus.	3.2 Amendments to the Contract , where necessary, shall be introduced in line with the provisions of Section 67 ¹ of the Public Procurement Law.
3.3. 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 .	3.3 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 .
3.4. 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.	3.4 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.
3.5. Šis Līgums ir sastādīts divos eksemplāros, katrs uz 3 (trīs) lapām, kopā ar 1.pielikumu – uz 5 (piecām) lapām, ar vienādu juridisku spēku. Pēc Līguma parakstīšanas viens eksemplārs tiek nodots Pasūtītājam , bet otrs – Piegādātājam .	3.5 The present Contract shall be drawn up on 3 (three) pages, together with Annex 1 – on 5 (five) pages, in Latvian and English in two authentic copies. After signing of the Contract , one copy shall be delivered to the Purchaser , but the other – to the Seller .

3.6. Puses pilnvaro veikt ar šā Līguma izpildi saistītās darbības (kontaktēties ar otru Pusi, parakstīt Preces pavadzīmes-rēķinus, nodot/saņemt Preci) šādas personas:	3.6 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):
3.6.1. no Pasūtītāja puses: Juris Purāns, tālrunis +371 67251691, e-pasts: purans@cfi.lu.lv;	3.6.1 on the Purchaser's side Juris Purans, telephone +371 67251691. e-mail: purans@cfi.lu.lv;
3.6.2. no Piegādātāja puses Martynas Audronis, tālrunis +370 600 60 525, e-pasts info@novafabrica.biz.	3.6.2 on the Seller's side Martynas Audronis, telephone +370 600 60 525, e-mail info@novafabrica.biz.
4. LĪGUMSLĒDZĒJU PUŠU JURIDISKĀS ADRESES UN CITI REK VIZĪTI	4 THE LEGAL ADDRESSES AND OTHER DATA OF THE CONTRACTING PARTIES
Pasūtītājs:	Purchaser:
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
Piegādātājs:	Seller:
Nosaukums: UAB „Nova Fabrica”, Juridiskā adrese: Laisves g. 44, LT-30106 Ignalina, Lietuva PVN reģ.Nr.: LT100007375113 Norēķinu konts: LT037300010133949145 Banka: Swedbank Bankas kods: HABALT22	Name: UAB „Nova Fabrica”, Legal address: Laisves g. 44, LT-30106 Ignalina, Lithuania VAT reg. No.: LT100007375113 Account number: LT037300010133949145 Bank: Swedbank Code: HABALT22
Pasūtītājs / Purchaser:	Piegādātājs / Seller:
Andris Šternbergs 	Martynas Audronis 

Annex 1. to the Contract No. LU CFI 2015/35/ERDF-2 / No. PO/2015/35/ERAF-2
on the Procurement No. LU CFI 2015/35/ERDF "Sputtering Targets"
Lot 2 "Metal and Semiconductor Targets" concluded between
the Institute of Solid State Physics University of Latvia and UAB "Nova Fabrica",

Technical Specifications and Prices

Lot 2: Metal and Semiconductor Targets

No.	Contracting Authority's requirements	Quantity	Bidders offer (completed by the bidder, indicating the product name, manufacturer or distributor and model or catalog number)	Price, VAT excluded, EUR	Total, VAT excluded, EUR
2.1	Fe, Ferrum, 99.99% pure, 145 mm x 92 mm x 3 mm	2	Fe, Ferrum, 99.99% pure, 145 mm x 92 mm x 3mm, NovaFabrica, RECT.Fe.4N.145.92.3	109.73	219.46
2.2	Fe, Ferrum, 99.99% pure, 46 mm dia x 3 mm thick, bonded to Cu backing plate (50 mm dia x 3 mm thick) including the backing plate and bonding	2	Fe, Ferrum, 99.99% pure, 46 mm dia x 3 mm thick, bonded to Cu backing plate (50 mm dia x 3 mm thick) including the backing plate and bonding, NovaFabrica, CIRC.Fe.4N.46MM.3MM.B	91.44	182.88
3.1	Ni, Nickel, 99.99% pure, 145 mm x 92 mm x 3 mm	2	Ni, Nickel, 99.99% pure, 145 mm x 92 mm x 3mm, NovaFabrica, RECT.Ni.4N.145.92.3	182.88	365.76
3.2	Ni, Nickel, 99.99% pure, 46 mm dia x 3 mm thick, bonded to Cu backing plate (50 mm dia x 3 mm thick) including the backing plate and bonding	2	Ni, Nickel, 99.99% pure, 46 mm dia x 3 mm thick, bonded to Cu backing plate (50 mm dia x 3 mm thick) including the backing plate and bonding, NovaFabrica, CIRC.Ni.4N.46MM.3MM.B	96.67	193.34
4.1	Cr, Chromium, 99.99% pure, 145 mm x 92 mm x 3 mm	2	Cr, Chromium, 99.99% pure, 145 mm x 92 mm x 3mm, NovaFabrica, RECT.Cr.4N.145.92.3	135.85	271.70
4.2	Cr, Chromium, 99.99% pure, 46 mm dia x 3 mm thick, bonded to Cu backing plate (50 mm dia x 3 mm thick) including the backing plate and bonding	2	Cr, Chromium, 99.99% pure, 46 mm dia x 3 mm thick, bonded to Cu backing plate (50 mm dia x 3 mm thick) including the backing plate and bonding, NovaFabrica, CIRC.Cr.4N.46MM.3MM.B	91.44	182.88
5.1	Ti, Titanium, 99.99% pure, 145mm x 92 mm x 3 mm	2	Ti, Titanium, 99.99% pure, 145mm x 92 mm x 3 mm, NovaFabrica, RECT.Ti.4N.145.92.3	96.67	193.34
5.2	Ti, Titanium, 99.99% pure, 46 mm dia x 3 mm thick, bonded to Cu backing plate (50 mm dia x 3 mm thick) including the backing plate and bonding	2	Ti, Titanium, 99.99% pure, 46 mm dia x 3 mm thick, bonded to Cu backing plate (50 mm dia x 3 mm thick) including the backing plate and bonding, NovaFabrica, CIRC.Ti.4N.46MM.3MM.B	164.59	329.18
6.1	W, Tungsten, 99.99% pure, 145mm x 92 mm x 3 mm	2	W, Tungsten, 99.99% pure, 145mm x 92 mm x 3 mm, NovaFabrica, RECT.W.4N.145.92.3	104.50	209.00

7.2	W, Tungsten, 99.99% pure, 46 mm dia x 3 mm thick, bonded to Cu backing plate (50 mm dia x 3 mm thick) including the backing plate and bonding	2	W, Tungsten, 99.99% pure, 46 mm dia x 3 mm thick, bonded to Cu backing plate (50 mm dia x 3 mm thick) including the backing plate and bonding, NovaFabrica, CIRC.W.4N.46MM.3MM.B	313.50	627.00
7.1	Al, Aluminium, 99.99% pure, 145mm x 92 mm x 3 mm	2	Al, Aluminium, 99.99% pure, 145mm x 92 mmx3mm, NovaFabrica, RECT.AL.4N.145.92.3	39.19	78.38
7.2	Al, Aluminium, 99.99% pure, 46 mm dia x 3 mm thick, bonded to Cu backing plate (50 mm dia x 3 mm thick) including the backing plate and bonding	2	Al, Aluminium, 99.99% pure, 46 mm dia x 3 mm thick, bonded to Cu backing plate (50 mm dia x 3 mm thick) including the backing plate and bonding, NovaFabrica, CIRC.AL.4N.46MM.3MM.B	78.38	156.76
8.1	Ta, Tantalum, 99.99% pure, 145mm x 92 mm x 3 mm	0	Ta, Tantalum, 99.99% pure, 145mm x 92 mm x 3 mm, NovaFabrica, RECT.Ta.4N.145.92.3	1 267.07	0.00
8.2	Ta, Tantalum, 99.99% pure, 46 mm dia x 3 mm thick, bonded to Cu backing plate (50 mm dia x 3 mm thick) including the backing plate and bonding	1	Ta, Tantalum, 99.99% pure, 46 mm dia x 3 mm thick, bonded to Cu backing plate (50 mm dia x 3 mm thick) including the backing plate and bonding, NovaFabrica, CIRC.Ta.4N.46MM.3MM.B	209.00	209.00
9	Si, Silicon, 99.99% pure, 46 mm dia x 3 mm thick, bonded to Cu backing plate (50 mm dia x 3 mm thick) including the backing plate and bonding	1	Si, Silicon, 99.99% pure, 46 mm dia x 3 mm thick, bonded to Cu backing plate (50 mm dia x 3 mm thick) including the backing plate and bonding, NovaFabrica, CIRC.Si.4N.46MM.3MM.B	78.38	78.38
10	Si(90%):Al(10%), Silicon:Aluminium, 99.99% pure, 46 mm dia x 3 mm thick, bonded to Cu backing plate (50 mm dia x 3 mm thick) including the backing plate and bonding	1	Si(90%):Al(10%), Silicon:Aluminium, 99.99% pure, 46 mm dia x 3 mm thick, bonded to Cu backing plate (50 mm dia x 3 mm thick) including the backing plate and bonding, NovaFabrica, CIRC.Si-Al.4N.46MM.3MM.B	253.42	253.42
Total, VAT excluded, EUR				3 550.48	

Purchaser:	Seller:
  Andris Šternbergs	  Martynas Audronis