

Pielikums Nr.5/Annex.5.

Of Open Competition

Delivery and installation of scientific equipment in support of goal-oriented collaborations as part of the project "Strengthening the excellency and capacity of Ventspils University College as a scientific institution" (contract No.: 2015/0029/2DP/2.1.1.3.3/15/IPIA/VIAA/012) regulations

Identification No.VeA 2015/18/ERAF

**PROCUREMENT CONTRACT Nr. \_\_\_\_\_ (draft)**

In Ventspils,

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

Ventspils University College, here-after referred to as the CUSTOMER, in the person of rector \_\_\_\_\_, who acts in accordance with the Constitution, on the first part, and \_\_\_\_\_, here-after referred to as the PROVIDER, in the person of \_\_\_\_\_, who acts in accordance with the \_\_\_\_\_, on the second part, here-after referred to as PARTIES and each separate as PARTY,

in accordance with Open Competition "Delivery and installation of scientific equipment in support of goal- oriented collaborations as part of the project "Strengthening the excellency and capacity of Ventspils University College as a scientific institution" (contract No.: 2015/0029/2DP/2.1.1.3.3/15/IPIA/VIAA/012)", (identification No.VeA 2015/18/ERAF) (further – Procurement) procurement commission \_\_\_\_\_ decision (protocol No. \_\_\_\_\_),

enter into Contract with following conditions:

**1. SUBJECT OF THE CONTRACT**

- 1.1. CUSTOMER orders and PROVIDER sells, delivers, installs (if applies), provides personnel briefing (if applies) and training (if applies) the hardware and equipment (with software if applies) listed and described in the technical specification, further – Product. The Specification of the Product has been defined in Contract Annex 1, further – Specification, in accordance to PROVIDERS tender to Procurement "Delivery and installation of scientific equipment in support of goal- oriented collaborations as part of the project "Strengthening the excellency and capacity of Ventspils University College as a scientific institution" (contract No.: 2015/0029/2DP/2.1.1.3.3/15/IPIA/VIAA/012)", (identification No.VeA 2015/18/ERAF), further – Tender.

**2. PRODUCT PRICE**

- 2.1.The Total price of contract is EUR\_\_\_\_\_ (written), including VAT 21% (twenty one percent), for the Procurement:
- 2.1.1. Part No.1 Imaging equipment system, subpart 1 – laser safety glasses EUR \_\_\_\_\_ (\_\_\_\_\_ price in words \_\_\_\_\_), including VAT 21% (twenty one percent);

- 2.1.2. Part No. 2 Imaging equipment system, subpart 2 – server rack EUR \_\_\_\_\_ (price in words), including VAT 21% (twenty one percent);
- 2.1.3. Part No. 3 Imaging equipment system, subpart 3 – high resolution monochromator with a CCD camera EUR \_\_\_\_\_ (price in words), including VAT 21% (twenty one percent);
- 2.1.4. Part No. 4 Imaging equipment system, subpart 4 – UV light filters EUR \_\_\_\_\_ (price in words), including VAT 21% (twenty one percent);
- 2.1.5. Part No. 5 Imaging equipment system, subpart 5 – camera with accessories EUR \_\_\_\_\_ (price in words), including VAT 21% (twenty one percent);
- 2.1.6. Part No. 6 Cavity ring-down spectroscopy (CRDS) system EUR \_\_\_\_\_ (price in words), including VAT 21% (twenty one percent);
- 2.1.7. Part No. 7 Wireless electroencephalography (EEG) / electromyography (EMG) measurement recording equipment EUR \_\_\_\_\_ (price in words), including VAT 21% (twenty one percent);
- 2.1.8. Part No. 8 Unmanned aerial vehicle with applications to remote monitoring, subpart 1 – aerial vehicle kit with the radio controller EUR \_\_\_\_\_ (price in words), including VAT 21% (twenty one percent);
- 2.1.9. Part No. 9 Unmanned aerial vehicle with applications to remote monitoring, subpart 2 – multispectral camera EUR \_\_\_\_\_ (price in words), including VAT 21% (twenty one percent);
- 2.1.10. Part No. 10 Hot air soldering station – thermal camera EUR \_\_\_\_\_ (price in words), including VAT 21% (twenty one percent);
- 2.1.11. Part No. 11 Computerized eye tracking equipment for linguistics and translation science studies EUR \_\_\_\_\_ (price in words), including VAT 21% (twenty one percent);
- 2.1.12. Part No. 12 S-band satellite communication equipments system, subpart 1 – parabolic S-band antenna with dish feed EUR \_\_\_\_\_ (price in words), including VAT 21% (twenty one percent);
- 2.1.13. Part No. 13 S-band satellite communication equipments system, subpart 2 – Type N connectors EUR \_\_\_\_\_ (price in words), including VAT 21% (twenty one percent);
- 2.1.14. Part No. 14 S-band satellite communication equipments system, subpart 3 – surveillance camera EUR \_\_\_\_\_ (price in words), including VAT 21% (twenty one percent);
- 2.1.15. Part No. 15 S-band satellite communication equipments system, subpart 4 – network router EUR \_\_\_\_\_ (price in words), including VAT 21% (twenty one percent);
- 2.1.16. Part No. 16 S-band satellite communication equipments system, subpart 5 – microcontroller development platform EUR \_\_\_\_\_ (price in words), including VAT 21% (twenty one percent);

- 2.1.17. Part No. 17 S-band satellite communication equipments system, subpart 6 – laboratory desks with antistatic surface EUR \_\_\_\_\_ (price in words \_\_\_\_\_), including VAT 21% (twenty one percent);

In this sum all costs shall be included for providing the Service as determined in technical specification, as well as all taxes and fees and other payments, related to ensuring Service.

### **3. RESPONSIBILITIES OF BOTH PARTIES TO THE CONTRACT**

- 3.1. PROVIDER ensures that the Product is delivered in such packaging that provides complete protection for the Product against damages during transportation
- 3.2. PROVIDER ensures the Product delivery in conformity with the Tender and Specification;
- 3.3. PROVIDER ensures the Product delivery under the terms established by contract;
- 3.4. CUSTOMER has and holds the rights to verify and check the quality of the Product made and to lay a claim if the Product does not comply with the terms of contract;
- 3.5. CUSTOMER pays for on-time quality Product delivery that comply with the terms and dates of the Contract under the payment terms established in the Contract;
- 3.6. The designated contact person on the CUSTOMER side: \_\_\_\_\_  
(phone: \_\_\_\_\_)
- 3.7. The designated contact person on the PROVIDER side: \_\_\_\_\_  
(phone: \_\_\_\_\_)

### **4. PRODUCT DELIVERY AND HANDING OVER**

- 4.1. PROVIDER ensures to the CUSTOMER the delivery and preparation for use of complete Product at a room designated by the CUSTOMER in Ventspils University College at 101 Inzenieru St, Ventspils by no later than \_\_\_\_\_, 2015.
- 4.2. PROVIDER (by telephone in conformity with paragraph 3.6. of the Contract through the designated contact person of the CUSTOMER) agrees upon the time of the delivery of the Goods by no later than 3 (three) working days before the actual delivery.
- 4.3. PROVIDER indicates the Product name, specification, amount, price and the project title “Strengthening the excellency and capacity of Ventspils University College as a scientific institution” (contract No.: 2015/0029/2DP/2.1.1.3.3/15/IPIA/VIAA/012)” in the accompanying documents of the Product.
- 4.4. The fact of fulfilling the order of Product will be verified by signing the acceptance and delivery certificate between CUSTOMER and PROVIDER.
- 4.5. Be that the case of faulty Product or Product not in conformity with the terms of this Contract established, the CUSTOMER informs the PROVIDER in written within by no later than within period of 30 (thirty) working days after the day of mutually signing the acceptance and delivery certificate by inviting the PROVIDER to draw up the protocol on established non-conformity. The PROVIDER within 24 (twenty four) hours after the receipt of the notice shall arrive at the Product location identified

by the CUSTOMER. In case of the PROVIDER not arriving, the CUSTOMER has the rights to draw up the protocol without participation of the PROVIDER and with participation of a neutral party.

- 4.6. The PROVIDER shall be obliged to replace faulty Product or Product that does not comply with the terms of the Contract with quality Product in compliance with the terms of the Contract by no later than within 10 (ten) working days after the drawing up of the protocol.
- 4.7. The CUSTOMER has and holds the rights to decline and refuse the acceptance of faulty Product or Product that is not in compliance with the terms of the Contract or to reduce the price of the Product if PROVIDER does not act in conformity with the established terms of paragraphs 4.5. or 4.6. of the Contract.
- 4.8. The PROVIDER shall compensate any losses CUSTOMER may suffer during the delivery, due to delays in delivery or in connection with the Product delivery.
- 4.9. The PROVIDER and the CUSTOMER provide each other information concerning timely and quality execution of the Contract and fulfill the obligations specified in the Contract with due diligence.
- 4.10. The PROVIDER shall fulfill, realize the Product delivery in accordance with this Contract, its documentation (Amendments), CUSTOMER'S directions towards fulfilling this Contract and laws of Republic of Latvia and shall correct any faults that occur by PROVIDER'S fault (including negligence) until CUSTOMER'S demands are met unless it is in disagreement with this Contract.

## **5. QUALITY**

- 5.1. The quality of the Product has to confirm with the Specification, Tender and second paragraph of the Clause 1593 of the Civil Law.

## **6. WARRANTY**

- 6.1. PROVIDER provides Product warranty repairs for \_\_ (\_\_\_in words\_\_\_) months after the day of signing the acceptance and delivery certificate.
- 6.2. PROVIDER completes warranty repairs in 20 (twenty) work days after the CUSTOMER submits the request. If additional time is needed for the Product warranty repairs then the PROVIDER replaces the Product with an equivalent for the duration of the warranty repairs. If the PROVIDER for the warranty repairs that exceed 10 (ten) days is unable to replace the Product under repairs with an equivalent then the PROVIDER shall pay the CUSTOMER a penalty fee 0.3% (three tenths of a percent) of the Product price for every overdue day.
- 6.3. If the Product warranty repairs require transportation, dismantling or other operations with the Product then the PROVIDER supplies such using his own funds.
- 6.4. Product warranty is in effect even if the Product change its owner.

## **7. TERMS OF PAYMENT**

- 7.1. Payment shall be made in EUR (euro) by transfer to the PROVIDER'S bank account within the period of 10 (ten) working days on the basis of PROVIDER'S invoice.
- 7.2. After signing of the Contract the CUSTOMER makes an advance payment to the PROVIDER of 20 % (twenty percent) of the Contract price or EUR\_\_\_\_ (          amount in words          ). The payment is made on the basis of PROVIDER'S invoice.
- 7.3. The remaining payment for the qualitative Service in compliance with the terms of the Contract shall be made in EUR (euro) by transfer to the PROVIDERS bank account on the basis of PROVIDERS invoice after the Product delivery, installation, personnel briefing, training and signing of the acceptance and delivery certificate.
- 7.4. The day of payment shall be the day when the CUSTOMER makes a transfer to PROVIDER'S account for the Service.
- 7.5. If faulty Product or Product not in conformity with the terms of the Contract is delivered and thereupon according to the established terms of the Contract the protocol is drawn up, the payment for the Service is made after its replacement with qualitative Service in compliance with the terms of the Contract.

## **8. OBLIGATIONS OF THE PARTIES**

- 8.1. In case of the providing of faulty Product or Product that does not comply with the terms of the Contract it shall be the PROVIDERS responsibility to deliver qualitative Service in compliance with the terms of the Contract within the period of 10 (ten) days by his own means.
- 8.2. If the CUSTOMER does not pay for the Service on the date specified in the Paragraph 7 of the Contract, the CUSTOMER pays a fine in the amount of 0.1% (one tenth of percent) from the Contract sum to the PROVIDER for each day delayed on the basis of PROVIDERS invoice, but the total of the fine shall not exceed 10% from the Contract sum.
- 8.3. If the PROVIDER has not delivered the Product on the date specified in the Paragraph 4.1. of the Contract or faulty Product or Product that does not comply with the terms of the Contract has been supplied, the PROVIDER pays a fine in the amount of 0.1% (one tenth of percent) from the Contract sum to the PROVIDER for each day delayed on the basis of PROVIDERS invoice, but the total of the fine shall not exceed 10% from the Contract sum.
- 8.4. The fine shall not exempt Parties from the execution of obligations and liabilities.
- 8.5. The PROVIDER and the CUSTOMER bear full liability to each other for any losses that are not specified in this Contract if such occur due to malice or negligence.

## **9. FORCE MAJEURE**

- 9.1. Should any force majeure circumstances arise, Parties will be exonerated from the fulfillment of their obligations in the Contract. Force majeure is understood as any event such as fire, floods, earthquakes and similar calamities that Parties could not foresee.
- 9.2. In case the established event of force majeure of paragraph 9.1. sets in, the terms established in the Contract will be postponed with the period of the existence of force majeure event that delayed the fulfillment of the Contract.
- 9.3. Parties must notify the other Party about the effective date of occurrence and the end of the event delaying the fulfillment of the Contract within 2 (two) calendar days. Failure to submit such a notification will prevent the Party's exoneration from contractual obligations to meet the established deadline in paragraphs 4.1. and 7. of this Contract.
- 9.4. Should the delay caused by a force majeure event last for more than 30 (thirty) calendar days, the CUSTOMER is entitled to terminate the Contract unilaterally notifying about it in written to the PROVIDER 5 (five) days in advance and to receive back all the payment.

## **10. SETTLEMENT OF DISPUTES AND MODIFICATION AND TERMINATION OF THE CONTRACT**

- 10.1. If one Party breaches any of the terms of the Contract, the other Party is entitled to submit written claim indicating the nature of the breach and the Contract paragraph that the Party considers to be breached.
- 10.2. In the course of fulfilling the Contract, Parties follow the regulations of the Civil Law of the Republic of Latvia about the procurement contracts.
- 10.3. Disputes that may arise due to the fulfillment of the Contract or the Contract itself Parties will settle in mutual agreement. If Parties do not reach an agreement, disputes shall be settled the court proceedings of the Republic of Latvia.
- 10.4. The Parties by mutual agreement between the Parties may modify the Contract:
  - 10.4.1. by decreasing the Contract price if the PROVIDER can offer such a Contract price decrease based on the Product manufacturer's awarded discount or price policy;
  - 10.4.2. if the manufacture of the Product model in the PROVIDER'S Tender is discontinued after Tender's submission and the manufacturer or distributor of the said Product confirms the fact, the PROVIDER has the right to substitute this Product with a different model of this Product that is equivalent or better than described in the specification without changing the Product price;
  - 10.4.3. if changes regarding taxes and duties are made in the Laws in effect;
  - 10.4.4. if due to CUSTOMER'S objective reasons the amount of the equipment to be procured is decreased by no more than 10% (ten percent) of the original contract price by forgoing lots in the following order:
    - Part No.1 Imaging equipment system, subpart 1 – laser safety glasses;

- Part No.2 Imaging equipment system, subpart 2 – server rack;
  - Part No.4 Imaging equipment system, subpart 4 – UV light filters;
  - Part No.10 Hot air soldering station – thermal camera;
  - Part No.5 Imaging equipment system, subpart 5 – camera with accessories.
- 10.5. Parties may terminate the Contract before the expiry of the Contract by mutual agreement between the Parties.
- 10.6. The CUSTOMER is entitled to unilaterally terminate the Contract without the PROVIDERS agreement in such cases:
- 10.6.1. in compliance with the terms of paragraph 9.4. of the Contract;
- 10.6.2. if the PROVIDER does not deliver Service on specified dates in the paragraph 4.1.;
- 10.6.3. if the PROVIDER repeatedly delivers faulty Product or Product that does not comply with the Tender or terms of the Contract, and after the Parties have signed corresponding protocols;
- 10.7. The PROVIDER is entitled to unilaterally terminate the Contract without the CUSTOMER’S agreement if the CUSTOMER repeatedly does not pay in compliance with the terms of the Contract.
- 10.8. If the Contract is terminated under the provisions of paragraph 10.6 of the Contract, the PROVIDER reimburses the CUSTOMER for all the previously paid sums within 5 (five) working days from the day of the written request submitted by the CUSTOMER.
- 10.9. If the CUSTOMER terminates the Contract without reasons justified in the Contract the he provides full payment to the PROVIDER for the Product that is in compliance with the terms of the Contract.
- 10.10. If the PROVIDER terminates the Contract without justified reasons then the PROVIDER reimburses other direct expenses that have occurred as a result of the Contract termination.
- 10.11. If the CUSTOMER or the PROVIDER unilaterally resigns from the Contract without a resignation reason specified in this Contract then the one who resigns is obligated to reimburse the other the losses incurred. The one that resigns from the Contract without a resignation reason specified in the Contract pays to the other a fee for such unilateral resignation of 10% (ten percent) of the Contract price. Such resignation shall be formalized in writing.

## **11. MISCELLANEOUS**

- 11.1. The Contract shall come into effect from the moment both its duplicates have been signed.
- 11.2. The Contract is in effect till the complete fulfillment of Parties’ obligations or in conformity with the terms of the paragraphs 10.5., 10.6. or 10.7. of the Contract.

- 11.3. All amendments or addendums to the Contract are done in writing by both Parties signing them.
- 11.4. All said appendices to the Contract, as well as the amendments and addendums to the Contract drawn up after the signing of the Contract if they are drawn up in compliance with the terms in the paragraph 11.3 of the Contract are an integral part thereof.
- 11.5. The Parties within the period of 3 (three) working days inform each other about changes in the address or bank account.
- 11.6. This Contract drawn up in the Latvian and English language includes \_\_\_ (\_\_\_\_) pages of which \_\_\_ (\_\_\_\_) pages are the text of the Contract, \_\_\_ (\_\_\_\_) pages of the Specification and \_\_\_ (\_\_\_\_) pages of the Financial Offer in 2 (two) duplicates of the same legal validity one of which is in the PURCHASER's possession and the other in the VENDOR's possession.

## **12. PARTIES LEGAL ADDRESSES**

**CUSTOMER:**

**PROVIDER:**