**APPROVED IN:**

Vidzeme University of Applied Sciences

Procurement Commission meeting

January 9, 2019

Meeting minutes No.23

**Procurement REGULATIONS**

**Purchase of a server for Access Data FKT programme in the framework of the project „STEM modernization at Vidzeme University of Applied Sciences”**

**Procurement identification number:** **ViA 2019/7-10/01-ERAF**

**Purchaser: Vidzeme University of Applied Sciences**

Valmiera

2019

**ABBREVIATIONS USED IN THESE REGULATIONS**

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| **CPV** | A nomenclature approved by the European Union, which is applied in procurement procedures |
| **PPL** | Public Procurement Law |
| **EUR** | *Euro* |
| **VAT** | Value added tax |
| **ViA** | Vidzeme University of Applied Sciences |
| **ERDF** | European Regional Development Fund |
| **Tenderer** | A supplier who has submitted a bid |
| **Supplier** | A natural person or a legal person, an association of such persons in any combination thereof, which offers on the market, respectively, the supply of goods |
| …. | *The supplier must provide the requested information in a grey-shaded place. The colour is provided for the convenience of the supplier.* |

The procurement is organized in the framework of the **Project No. 8.1.1.0/17/I/003 “STEM Modernization at Vidzeme University of Applied Sciences”** ofspecific support objective 8.1.1. of the Operational Programme “Growth and Employment”: "To increase the number of modernized STEM study programmes, including medicine and creative industries" in accordance with the Cabinet of Ministers Regulation No. 561[[1]](#footnote-1) of August 16, 2016.

1. **GENERAL INFORMATION**

## **Title, identification number and type of procurement procedure**

Purchase of a server for Access Data FKT programme within the project No. 8.1.1.0/17/I/003 “STEM Modernization at Vidzeme University of Applied Sciences”.

Identification No. ViA 2019/7-10/01-ERAF.

The type of the procurement procedure is a procurement for a public supply or service contract with the estimated contract price over 10 000 EUR, not exceeding 42 000 EUR (hereinafter - Procurement) in accordance with the Public Procurement Law.

**1.2. Information on the organizer of the Procurement:**

**1.2.1. Vidzeme University of Applied Sciences** (hereinafter - the Purchaser**)**

Address:   Cēsu iela 4, Valmiera   
Reg. No.    LV90001342592   
Tel.        +371 64207230   
Fax       +371 64207229   
E-mail:    [info@va.lv](mailto:info@va.lv)

The procurement procedure is carried out by the Procurement Commission established by the order of ViA Rector No.19-r, 27.11.2017. (hereinafter – **the** **Procurement Commission**).

**1.2.2. Contact persons regarding the procurement procedures appointed by the Procurement Commission:**

1.2.2.1. the contact person appointed by the Procurement Commission for the procedure of submission of bids:

Procurement specialist Inita Sakne

Tel.: +371 26681800

e-mail: [inita.sakne@va.lv](mailto:inita.sakne@va.lv)

1.2.2.2. the contact person for general project management:

Project manager Svetlana Tomsone

Tel.: +371 26691977

e-mail: [svetlana.tomsone@va.lv](mailto:svetlana.tomsone@va.lv)

1. **GENERAL INFORMATION ON PROCUREMENT SUBJECT**

## **Procurement subject, CPV code of the procurement subject:**

* + 1. The server is required for the operation of the Data Security Laboratory and for the training of students in Vidzeme University of Applied Sciences Master's study programme “Cybersecurity Engineering” in the study course “Investigation of Cybercrime” for research and testing purposes. In order to be able to use the purchased Access Data FKT programme, it is necessary to purchase a server that is adapted to and conforms to the operational requirements of this programme.
    2. The procurement subject consists of **1 (one) part** and has the following CPV code:

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| --- | --- | --- |
| **Part** | **Procurement subject** | **CPV code relevant to the procurement subject** |
| 1.Part | Server for Access DATA FKT programme in the Data Security Laboratory | **Main CPV code:** 48820000-2 Servers |

* + 1. The maximum contract price of the procurement subject is determined on the basis of the Purchaser's financial resources within the project.
    2. The estimated procurement subject contract price is **13 512.70 EUR exclusive VAT.**

* 1. **Place and time of the execution of the contract** 
     1. **Place of the execution of the contract:**

**Cēsu Street 4, Valmiera, LV-4201**.

NUTS code: LV008.

The duration of the contract is **three months** from the date of its signing.

## **Access to and availability of the Procurement Regulations**

* + 1. The Purchaser shall provide free and direct electronic access to the procurement procedure documents on its website www.va.lv in the section “Iepirkumi” (“Tenders”, this website section is available only on the Latvian language version of the webpage).
    2. The electronic version of the Regulations and the technical documentation is placed for download on the homepage of Vidzeme University of Applied Sciences at www.va.lv. It is identical to the printed version and can be used to prepare the offer.

## **Information exchange and the provision of additional information**

* + 1. The exchange of information between the Purchaser, on the one hand, and the Suppliers concerned, on the other hand, takes place in writing by fax and / or mail or e-mail. The supplier interested must address requests to the Procurement Commission (hereinafter – Commission) of the procurement procedure “Purchase of a server for Access Data FKT programme“ in the framework of the project “STEM Modernization at Vidzeme University of Applied Sciences”, procurement identification number ViA 2019/7-10/01-ERAF, Procurement Commission (hereinafter - Commission).
    2. Interested suppliers have the right to request additional information about the Procurement Regulations by post, fax and e-mail.
    3. If the interested supplier has requested additional information on the requirements included in the Procurement procedure documents in a timely manner, the Purchaser shall provide it within three working days, but not later than four days before the closing date for submission of bids.
    4. Additional information shall be sent by the Purchaser to the supplier who submitted the question, simultaneously placing this information on the Purchaser's website [www.va.lv](http://www.va.lv) under the section "Procurement" in addition to the information related to the Tender, where the procurement procedure documents are available, indicating also the question asked.

## **Place, date, time and procedure of submission of the bid**

* + 1. The bid must be submitted to the Purchaser on working days from 09:00 to 17:00, but not later than 19 February 2019 at 10:00 in Vidzeme University of Applied Sciences, Cēsu Street 4, Valmiera, LV-4201, 1st floor administrator. The bid must be placed in a closed envelope or other opaque package (box or similar) so that the information contained therein is not visible and accessible until the opening of tenders.
    2. The Tenderer shall submit the bid prepared in accordance with the requirements specified in paragraph 2.7.1 of the Regulations in person, or it shall be delivered by courier or sent by post to the address: Vidzeme University of Applied Sciences, Cēsu Street 4, Valmiera, LV-4201. The postal item shall be delivered to the address and by the deadline specified in paragraph 2.5.1 of these Regulations.
    3. The Purchaser's representative shall return the bid or send it to the submitter unopened if the bid is submitted after the closing date for the submission of bids indicated in paragraph 2.5.1. or if the offer does not comply with the requirements referred to in paragraph 2.7.1 of the Regulations.
    4. Upon receipt of a bid, the Purchaser's representative shall register it indicating the registration number of the bid, the name of the tenderer, the date and time of receipt. Bids shall be held unopened until the closing date for the submission of bids and the scheduled bid opening meeting.
    5. The acceptance of a bid does not serve as a proof that the submitted bid complies with all the requirements specified in the Regulations.

## **Place, date, time and procedure of opening the bid**

* + 1. The bid opening meeting shall take place immediately after the closing date for the submission of bids on **February 19, 2019, at 10.00** in Vidzeme University of Applied Sciences, Cēsu Street 4, room 209, Valmiera, LV-4201.
    2. The Purchaser shall hold a meeting for opening bids. The meeting is open. All interested parties may participate in the opening of bids. The persons participating in the bid opening meeting shall register on the registration page prepared by the Purchaser's Procurement Commission. Bids shall be opened in the order of their submission, specifying the tenderer, the date and time of submission of the bid, the price offered.

## **Requirements for drawing up a bid**

* + 1. The bid must be placed in a closed envelope or other opaque package (box or similar) so that the information contained therein is not visible and accessible until the opening of bids. The envelope (package) must indicate:

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| **Purchaser: Vidzeme University of Applied Sciences ,** Cēsu Street 4, Valmiera, LV-4201  **Tenderer:** *(please, specify the name, registration number, address of the tenderer)*  **Contact person of the tenderer:** *(please, indicate name, surname, phone number, e-mail of the contact person)*  **A bid for** Vidzeme University of Applied Sciences procurement “Purchase of a server for Access Data FKT programme in the framework of the project „STEM modernization at Vidzeme University of Applied Sciences”  Procurement identification number: ViA 2019/7-10/01-ERAF  **Do not open before the bid opening meeting on February 19, 2019 at 10.00!** |

* + 1. Tenderers shall bear all costs related to the preparation and submission of their bid to the Purchaser.
    2. The tenderer must submit the bid with **no versions**. The Tenderer shall submit 1 (one) copy of the bid in a printed form with an indication – ORIGINAL.
    3. The Tenderer shall include the (relevant) documents referred to in Article 3.2 of the Regulations in its bid.
    4. The bid shall be prepared in **Latvian or English**.
    5. Words and numbers must be without an insertion or correction. If there is any contradiction between the numerical value representation by words and numbers, the representation by words will be decisive.
    6. The documents included in the bid shall be signed by the Tenderer's authorized signatory or its authorized representative.
    7. All attachments to the bid are integral parts of it.
    8. The original paper copy of the bid shall:
       1. include a Table of Contents;
       2. have all pages sequentially numbered.

## 2.8. **Exclusion rules for tenderers**

2.8.1. The Purchaser shall exclude the tenderer from participation in the procurement procedure in the cases specified in Section 8, Paragraph 9 of the Public Procurement Law.

2.8.2. The Purchaser shall carry out an inspection of the sanctions imposed on the basis of Article 11.1 of the Sanctions Act: whether the tenderer has been imposed national or international sanctions or significant sanctions having an impact on the financial and capital market interests imposed by the EU or North Atlantic Treaty Organization (NATO) member state that can affect the performance of the contract. If the inspection reveals the imposition of sanctions, the Purchaser shall act in accordance with Article 11.1 of the Sanctions Law, including in certain cases the exclusion of the Tenderer from the procurement.

2.8.3. The Purchaser shall carry out the verification of the existence of exclusion cases according to the procedure specified in Section 9, Paragraph 9 of the Public Procurement Law.

**3. REQUIREMENTS FOR TENDERERS AND DOCUMENTS TO BE SUBMITTED**

3.1.The Tenderer must meet the following Tenderer selection (Qualification) requirements:

## **Requirements relating to the conformity of a tenderer for carrying out a professional activity**

* + - 1. The tenderer is registered in accordance with the requirements of the state legislation on registration or place of residence.

# Requirements for the technical bid

* + - 1. The Tenderer shall prepare his / her Technical bid in accordance with the form “Technical Bid” attached as Annex 3 to the Regulations and in accordance with the technical specification described in Annex 1 of the Regulations.
      2. The Tenderer shall prepare his / her technical bid in a quantitatively and qualitatively clear and unambiguous manner in accordance with the requirements of the Purchaser's technical specification. The Tenderer shall not include the interpretation and / or reduction of the Purchaser's technical specification in the technical bid.
      3. In the technical bid, the Tenderer shall provide information on the offered product name, manufacturer, catalogue title, product catalogue code and the Internet site(s) where the Purchaser can verify the conformity of the tender with the minimum technical specification requirements. If any of the websites indicated by the Tenderer have different technical parameters, which do not comply with the minimum technical specification requirements defined by the Purchaser, or if there is no confirmation found of any of the requirements set out in the Purchaser's minimum technical specifications, the Tenderer shall attach documentation to its bid (brochures, instructions for use and other documents issued by the manufacturer certifying that the submitted bid complies with the minimum requirements set out in the Regulations), which proves that the submitted bid meets the minimum technical specifications.
      4. If in any part of the procurement technical specification where the Purchaser has specified a specific standard, manufacturer or model in the technical description of the product, the information has an informative nature, and the Tenderer is entitled to offer an equivalent.

## **Requirements for the financial bid**

* + - 1. The Tenderer prepares the financial bid in accordance with the form “Financial Bid” attached in Annex 4 of the Regulations.
      2. In the financial bid the Tenderer shall indicate the contract price offered by the Tenderer, for which the Tenderer shall make a delivery, in EUR (euro) exclusive value added tax with an accuracy of two digits after the decimal point.
      3. The Tenderer indicates the value added tax (VAT) separately.
      4. The price offered in the financial bid shall include all costs related to the delivery.
      5. The Tenderer will not have the right to demand the increase of the offered contract price and the Purchaser will not pay more than the offered contract price set out in the contract.
  1. In order to prove the compliance with the selection (qualification) requirements specified by the Purchaser, the Tenderer shall submit the following **documents**:

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| **Paragraph** | **Requirements for the tenderer** | **Document to be submitted:** |
| 3.2.1. | The Tenderer must submit an application for the participation in the procurement procedure;  Additional requirements:   * + - 1. The Tenderer shall submit an application for the participation in the tender in accordance with the template in Annex 2 of the Regulations.       2. The Tenderer's application and other documents included in the tender shall be signed by the Tenderer's representative with the right of representation or his/her authorized person. If the application and other documents included in the tender are signed by a person authorized by the Tenderer, a power of attorney (original or certified copy) issued by the Tenderer's representative (Tenderer's authorized signatory) shall be attached to the Tender, confirming the authorized person’s rights and range of representation (original or certified copy). | **Application for the participation in the tender;** *original* |
| 3.2.2. | The Tenderer shall submit a registration certificate issued by a commercial registration authority, which certifies that the Tenderer is registered in accordance with the requirements of the state legislation on registration or place of residence, if the laws of the respective country provide for the issue of registration documents.  The Tenderer (an enterprise registered in Commercial Register of the Register of Enterprises of the Republic of Latvia) shall have the right not to include a copy of the registration certificate referred to in this paragraph; the Procurement Commission shall independently verify the registration of the Tenderer in the said Register on the website of the Register of Enterprises.  Tenderers registered abroad shall submit a copy of the company registration certificate or a document issued by an equivalent body, which is in compliance with the national legislation of the respective country. If the regulatory framework of the respective country does not provide for the issue of a registration document, then the Tenderer shall provide information on the country, register, date and number of the registration, as well as the competent authority in the country of registration, which may, if necessary, certify the fact of the registration. | **Registration certificate** issued by a business registration authority  *(if national legislation of the respective country provides for the issue of registration documents);* *copy* |
| 3.2.3. | The Tenderer shall submit the technical bid. The Tenderer shall prepare the technical bid in accordance with Annex 3 of the Regulations. | **Technical bid of the Tenderer**; *original* |
| 3.2.4. | The Tenderer shall submit the financial bid. The Tenderer shall prepare the financial bid in accordance with Annex 4 of the Regulations. | **Financial bid of the Tenderer**; *original* |

## The Purchaser shall accept and acknowledge the certificates and other documents issued by the competent authorities of Latvia in the cases specified in the PPL, if they have been issued not earlier than 1 (one) month before the date of submission, while in the case of the certificates and other documents issued by the competent foreign authorities, the Purchaser shall accept and acknowledge these documents if issued no earlier than 6 (six) months before the date of submission if the issuer of the certificate or document has not indicated a shorter term of validity.

## In accordance with Article 49 of the PPL, the Tenderer has the right to submit *the European Single Procurement Document* as the initial evidence of compliance with the requirements for the selection of tenderers specified in the contract notice or procurement procedure documents.

## At any stage of the procurement procedure the Purchaser is entitled to request the Tenderer to submit all or part of the documents certifying the compliance with the requirements for the selection of Tenderers specified in the contract notice or procurement procedure documents.

## The European Single Procurement Document is available for completion in a .doc file format here: [http://www.iub.gov.lv/sites/default/files/upload/1\_LV\_annexe\_acte\_autonome\_part1\_v4.doc](http://www.iub.gov.lv/sites/default/files/upload/1_LV_annexe_acte_autonome_part1_v4.docvai) v or online on the European Commission's website: <https://ec.europa.eu/growth/tools-databases/espd/filter?lang=lv>.

# EVALUATION – TENDERER SELECTION AND CHOICE OF BID

## **Criterion for selecting a bid**

The criterion for choosing a bid is the most economically advantageous bid, which is determined solely on the basis of price. The most economically advantageous offer will be the bidcomplying with all the requirements of the Regulations **with the lowest price** (total price in EUR exclusive VAT).

## **Evaluation**

* + 1. The verification of the bid completion, the selection of the Tenderers, the compliance verification of the bids and the selection of the bid in accordance with the determined bid selection criterion (hereinafter - Bid evaluation) shall be conducted by the Procurement Commission in a closed meeting.
    2. The Tender Commission evaluates the submitted bids in the following 5 (five) stages, evaluating only those bids that have not been rejected at the previous stage:
       1. **1st stage of evaluation** – Verification of the bid completion:

The Procurement Commission shall check whether the bid has been prepared and completed in accordance with the requirements specified in Article 2.7 of the Regulations. If the bid has been prepared appropriately, the commission decides on its further evaluation in the 2nd stage. The bid may be rejected only if the violation of the bid completion significantly influences the possibility to assess the compliance of the tender with the defined requirements.

If the Procurement Commission has doubts about the authenticity of the copy of a submitted document, it shall request the Tenderer to present the original document or to submit a certified copy of the document.

* + - 1. **2nd stage of evaluation** – Selection of the tenderers:

The Procurement Commission, in accordance with its competence and taking into account the submitted selection documents by the Tenderers, assesses whether the Tenderer complies with the requirements of the Regulations and the relevant documents specified in Article 3.2. are submitted. If the Tenderer meets the selection requirements, the Commission decides on further evaluation of the bid in the 3rd stage, otherwise it is rejected and is not evaluated further.

* + - 1. **3rd stage of evaluation** – Compliance verification of the technical bid:

The Procurement Commission shall verify the compliance of the technical bid with the requirements set out in the Technical Specification, as well as whether the technical bid conforms to the form of Annex 3 of the Regulations. If the technical bid meets the requirements, the Commission decides on further evaluation of the bid in the 4th stage, otherwise it is rejected and is not evaluated further.

* + - 1. **4th stage of evaluation** – Compliance verification of the financial bid:

The Procurement Commission shall verify the compliance of the financial bid with the requirements specified in Article 3.1.3 of the Regulations and the form of Annex 4 of the Regulations.

* + - 1. **5th stage of evaluation** – Selection of the bid:
* The Procurement Commission shall determine the most economically advantageous tender, taking into account only the price, by comparing the prices of the bids complying with the requirements of the Regulations without the value added tax and choosing the bid with the lowest price that will be recognized as the economically most advantageous tender to be awarded the contract rights.
* The Commission carries out the verification in the cases specified in Article 9, Paragraph 8 of the Public Procurement Law for each tenderer which in accordance with the other requirements of the contract notice and the procurement documents and the selected award criterion should be awarded the contract rights.
* If the tenderer who should be awarded the rights to conclude a procurement contract according to the procurement procedure has submitted the Single European Procurement Document as the initial proof of compliance with the tender selection requirements set out in the contract notice or in the procurement documents, the Procurement Committee shall require the submission of documents attesting to the tenderer's conformity to the selection requirements of tenderers prior to taking a decision on awarding the rights to conclude a procurement contract.

## **Correction of arithmetic error**

* + 1. During the evaluation of bids, the Purchaser checks if any arithmetic error has occurred in the bid (an error which is only due to arithmetic or mathematical actions);
    2. If the Purchaser finds an arithmetic error in the bid, it corrects this error;
    3. The Purchaser shall notify the Tenderer whose error has been corrected of the correction of the error and the corrected tender amount (offered contract price);
    4. When evaluating the financial bid, the Purchaser takes into account the corrections.

## **Unreasonably low bid**

* + 1. If the price of the offer for a specific public supply contract appears to be unreasonably low, the Purchaser shall request an explanation of the price or cost offered.

# PUBLICATION OF THE DECISION, INFORMING THE TENDERERS ON THE DECISION TAKEN AND CONCLUDING A CONTRACT.

## **Decision taking**

* + 1. The Procurement Commission shall determine the most economically advantageous tender and shall take a decision regarding the conclusion of a procurement contract with the tenderer whose bid complying with the requirements of the Regulation is recognized as the most economically advantageous tender and corresponds to the financial possibilities of the project's budget.
    2. If only one tenderer has submitted a bid, the Procurement Commission shall prepare and the Purchaser shall include a statement in the procurement procedure report substantiating that the requirements for the selection of tenderers are objective and proportionate. If the Procurement Commission cannot justify that the requirements for the selection of tenderers are objective and proportionate, it shall take a decision to terminate the procurement procedure.

## **Informing the tenderers**

* + 1. In accordance with Article 37 of the Public Procurement Law, the Procurement Commission shall simultaneously inform all tenderers of the decision taken within three working days after the decision is made.

## **Conclusion and amendment of the procurement contract**

* + 1. The Purchaser shall conclude a procurement contract with the Tenderer selected by the Procurement Commission, who has submitted the most economically advantageous tender complying with the requirements of the Regulations, in accordance with the procedure and term specified in Articles 37 and 60 of the Public Procurement Law.
    2. Amendments to the procurement contract are allowed only in accordance with Article 61 of the Public Procurement Law.

# RIGHTS AND OBLIGATIONS OF THE PROCUREMENT COMMISSION

* 1. The Procurement Commission acting within their sphere of competence takes decisions as well as performs other activities in accordance with the Procurement Regulations and the PPL.
  2. The Procurement Commission takes its decisions at meetings. The Procurement Commission shall be valid if at least two thirds of the members of the Commission participate in its meeting, but not less than three members. The Procurement Commission takes decisions by a simple majority vote. In case of a tie vote of the members of the Procurement Commission, the vote of the chairman of the Commission shall be decisive. A member of the Commission may not abstain from taking a decision.
  3. The Procurement Commission has the right to invite experts in the evaluation of bids and in the performance of its duties.
  4. The Procurement Commission is obliged to examine the tenderers' bids, to evaluate their compliance with the requirements of the Regulations.
  5. The Procurement Commission is obliged to inform all Tenderers in writing about the results of the tender after the decision has been made in accordance with the procedures specified in the Public Procurement Law.
  6. All other rights and obligations of the Procurement Commission, which are not stipulated in the Regulations, shall be governed by the Public Procurement Law and other laws and regulations in force.

# RIGHTS AND OBLICATIONS OF THE TENDERER

* 1. The Tenderer is obliged to comply with all the conditions specified in the Regulations when submitting a bid.
  2. The Tenderer is obliged to submit requests for any kind of explanation to the Purchaser in writing and in time, so that the Procurement Commission can provide the answer within the deadline specified in the PPL.
  3. The Tenderer is obliged to provide any clarifications or explanations regarding the bid and the documentation contained therein in writing and within the time limit set by the Procurement Commission if the Procurement Commission so requests, to the extent that the bid is not changed in essence.
  4. When submitting a bid, the tenderer has the right to request and receive a confirmation that the bid has been submitted.
  5. All other rights and obligations of the tenderers, which are not stipulated in the Regulations, shall be governed by the Public Procurement Law and other laws and regulations in force.

# PROCUREMENT CONTRACT

* 1. The Tenderer selected in the Procurement shall be contracted in accordance with the draft contract included in Annex 5 of the Regulations, which is an integral part of these Regulations.
  2. The Tenderer whose bid has been recognized as the most economically advantageous tender and to whom the right to conclude a contract has been awarded shall sign the procurement contract, which is prepared in the circumstances when there are no legal obstacles to the conclusion of the procurement contract, and not later than within 10 (ten) days after the Purchaser's written request.
  3. The procurement contract may be adjusted on the basis of the regulatory enactments, the Procurement Regulations and the bid of the winner of the tender. The procurement contract shall be concluded in accordance with the requirements defined in the Public Procurement Law and the Regulations.
  4. If the winner of the tender does not sign the procurement contract within the deadline set by the Purchaser due to the fault of the winner, the Purchaser shall consider it as a refusal to conclude the contract and shall be entitled to take a decision to enter into a procurement contract with the tenderer whose tender is the next lowest bid.
  5. The procurement contract shall be concluded for the contract price offered by the winning tenderer. The contract price cannot be increased and the Purchaser will not pay more than the contract price offered by the winning tenderer.
  6. By signing the procurement contract, the tenderer has fully understood its conditions, the procedure for financing the execution of the contract.
  7. In the execution of the contract, advance payment is foreseen upon agreement with the Contractor.

# LIST OF ANNEXES

These Regulations contain 5 (five) annexes, which form an integral part of it:

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| Annex 1 | Technical specification |
| Annex 2 | Application for the participation in the tender (template) |
| Annex 3 | Technical bid (template) |
| Annex 4 | Financial bid (template) |
| Annex 5 | Draft procurement contract |

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| **ANNEX 1**  **Technical specification** |
| **For the tender** „**Purchase of a server for Access Data FKT programme in the framework of the project „STEM modernization at Vidzeme University of Applied Sciences”** |
| **ID No. ViA 2019/7-10/01- ERAF** |

**technical specification**

**1.General part**

* 1. The technical specification ensures equal opportunities for all tenderers and does not create unjustified restrictions on competition in the procurement procedure.
  2. The technical specification has been developed so that a tenderer may identify the subject of the contract and the Purchaser – compare the offers.
  3. If in the technical specification the Purchaser has specified a specific standard, manufacturer or model in the technical description of the product, the information has an informative nature and a Tenderer is entitled to offer an equivalent.

**Maximum contract execution period**: The contract duration is three months from the date of signing and is valid until complete delivery of all the Goods, as evidenced by the acceptance certificate signed by both Parties. Delivery and installation costs are included in the offer price.

**2. Technical specification for the tender:**

**2.1. Technical specification of the server**

The server is required for the operation of the Data Security Laboratory – for the training of students in ViA Master's study programme “Cybersecurity Engineering” for research and testing purposes in order to use the purchased Access Data FKT programme.

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| **No.** | **Item to be purchased** | **Technical specification and requirements** | **Unit** | **Number of units** |
| **1** | **Server** | **Processor(s):** 2 x INTEL XEON 22 CORE PROCESSOR E5-2699V4 2.2GHZ 55MB SMART CACHE 9.6 GT/S QPI TDP 145W  **Memory:** 384GB PC4-17000P DDR4-2133 REGISTERED ECC MEMORY (SUPPORTS UP TO 768GB MEMORY, 24 DIMM SLOTS)  **Hard Drive:** 16 x DELL / INTEL 400GB MLC USATA III 1.8 INCH ENTERPRISE CLASS MULTI LEVEL CELL SSD DC S3610 SERIES MIXED USE MU 6GB/S MICRO SATA3 SOLID STATE HARD DRIVES  **Drive Bays:** 18 X 1.8 INCH SSD BAYS  **Raid Controller:** PERC H730 1GB NV CACHE 12GB/S RAID CONTROLLER  **DRAC:** IDRAC8 EXPRESS  **Optical Drive(s):** NO OPTICAL DRIVE  **Networking:** DELL / INTEL X540 DUAL PORT 10GBE BT + I350 DUAL PORT 1GBE BT RNDC RACK NETWORK DAUGHTER CARD  **Slots:** 2 OR 3 PCIE SLOTS  **Power Supply:** REDUNDANT 750W PLATINUM AC POWER SUPPLIES  **Dimensions:** 1U RACK 1.68 X 18.98 X 29.72 INCHES (4.28 X 48.23 X 75.51 CM), 37LBS MAX  **Bezel:** FRONT BEZEL INCLUDED  **Rail Kit:** RAIL KIT INCLUDED  **Warranty:** At least 5 (five) years (documents must be submitted certifying the warranty)  **The server must support the programme Access Data FTK server configuration requirements according to** Access Data published guidelines, version 6.3 (<https://support.accessdata.com/he/en-us/article_attachments/360004988813/LIT_FTK_specification_guide_6.3.pdf>)**.** | **pc.** | 1 |

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| **ANNEX 2**  Application for participation in the tender (template) |
| **For the tender** „**Purchase of a server for Access Data FKT programme in the framework of the project „STEM modernization at Vidzeme University of Applied Sciences”** |
| **ID No. ViA 2019/7-10/01- ERAF** |

On the Tenderer’s letterhead (if applicable)

**APPLICATION FOR PARTICIPATION IN THE TENDER**

***To: Vidzeme University of Applied Sciences***

***Cēsu iela 4, Valmiera, LV-4201***

The tenderer (*name, registration number, legal address)* (hereinafter – Tenderer), represented by *(position, name, surname, justification for signature rights; if applicable – authorization)* applies for participation in the tender “**Purchase of a server for Access Data FKT programme in the framework of the project „STEM modernization at Vidzeme University of Applied Sciences”**, procurement identification number ViA 2019/7-10/01-ERAF, and certifies that:

1. it agrees with the requirements of the Procurement Regulations and they are understandable, the tenderer guarantees the fulfilment of the requirements of the Regulations and the legislation on public procurement which is in force;
2. all the information provided in the bid about the tenderer and the bid is true;
3. it is not interested in any other bid submitted in this procurement;
4. it has read the Regulations and the draft contract and agrees with its terms;
5. undertakes (if the Purchaser chooses this bid) to enter into a contract and fulfil all the terms of the contract, and guarantees the exact fulfilment of the information and the offered commitments contained in its bid in the case of the conclusion of the procurement contract;
6. it has all the necessary resources at its disposal for the timely and high-quality execution of the contract in accordance with the technical specification.

*Information that is a trade secret in accordance with Article 19 of the Commercial Law or is considered confidential information shall be indicated by the supplier in its tender application. Commercial secrets or confidential information may not be information that is specified in the Public Procurement Law as generally available information.*

**Information on the Tenderer**

|  |  |
| --- | --- |
| Tenderer (name): |  |
| Registration No.: |  |
| Legal address: |  |
| Tenderer’s e-mail: |  |
| Tenderer’s telephone: |  |
| Tenderer’s fax: |  |
| Contact person: |  |
| Telephone/ fax, e-mail of the contact person: |  |
| Tenderer’s bank, branch: |  |
| Bank code: |  |
| Account number: |  |

|  |  |
| --- | --- |
| Name, surname of the Tenderer’s authorized signatory: |  |
| Position of the authorized signatory: |  |
| Substantiation for signature rights: |  |
| Signature: |  |
| Date: |  |
| Stamp (if applicable) |  |

*The Tenderer's application and other documents included in the tender shall be signed by the Tenderer's representative with the right of representation or his/her authorized person. If the application and other documents included in the tender are signed by a person authorized by the Tenderer,* ***a power of attorney*** *(original or certified copy) issued by the Tenderer's representative (Tenderer's authorized signatory) shall be attached to the Tender, confirming the authorized person’s rights and range of representation.*

|  |
| --- |
| **ANNEX 3**  Technical bid (template) |
| **For the tender** „**Purchase of a server for Access Data FKT programme in the framework of the project „STEM modernization at Vidzeme University of Applied Sciences”** |
| **ID No. ViA 2019/7-10/01-ERAF** |

**TECHNICAL BID**

|  |  |
| --- | --- |
| **Title of the tender:** | Tender „Purchase of a server for Access Data FKT programme in the framework of the project „STEM modernization at Vidzeme University of Applied Sciences” |
| **Identification number:** | ViA 2019/7-10/01-ERAF |

**This technical bid is submitted by:**

|  |  |
| --- | --- |
| **Tenderer:** | *(indicate the name)* |
| **Legal address:** | *(indicate the address)* |
| **Registration number:** | *(indicate the registration number)* |

The Tenderer is familiar with the technical specification and the available documents and according to this information has prepared and submits its bid:

**1)General part**

|  |  |  |
| --- | --- | --- |
| **Maximum contract execution period:** | The duration of the Contract is three months from the date of signing and shall remain in force until complete delivery of all the Goods, which is confirmed by the acceptance certificate signed by both Parties. | The Tenderer certifies that it agrees that the duration of the Contract is three months from the date of signing and shall remain in force until the delivery of all the Goods, which is confirmed by the acceptance certificate signed by both Parties. |

1. **Offer of goods**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Title of tender:** | | | | | |
| **No.** | **Item**  (type of product) | **Unit** | **Number of units** | **Tenderer’s technical bid** | **Manufacturer, catalogue name, product catalogue code, and website(s) where the Purchaser can verify the compliance of the offer with the defined minimum technical specifications.** | |
| 1. |  |  |  |  |  | |
| 2. |  |  |  |  |  | |

***If any of the websites indicated by the Tenderer have different technical parameters, which do not comply with the minimum technical specification requirements defined by the Purchaser, or if there is no confirmation found of any of the requirements set out in the Purchaser's minimum technical specifications, the Tenderer shall attach documentation to its bid (brochures, instructions for use and other documents issued by the manufacturer certifying that the submitted tender complies with the minimum requirements set out in the Regulations), which proves that the submitted bid meets the minimum technical specifications.***

**I certify that the information provided is true.**

|  |  |
| --- | --- |
| Name, surname of the Tenderer’s authorized signatory: |  |
| Position of the authorized signatory: |  |
| Signature: |  |
| Date: |  |
| Stamp (if applicable) |  |

|  |
| --- |
| **ANNEX 4**  Financial bid (template) |
| **For the tender** „**Purchase of a server for Access Data FKT programme in the framework of the project „STEM modernization at Vidzeme University of Applied Sciences”** |
| **ID No. ViA 2019/7-10/01- ERAF** |

**FINANCIAL BID**

|  |  |
| --- | --- |
| **Title of the tender:** | Tender „Purchase of a server for Access Data FKT programme in the framework of the project „STEM modernization at Vidzeme University of Applied Sciences” |
| **Identification number:** | ViA 2019/7-10/01-ERAF |

**This financial bid is submitted by:**

|  |  |
| --- | --- |
| **Tenderer:** | *(indicate the name)* |
| **Legal address:** | *(indicate the address)* |
| **Registration number:** | *(indicate the registration number)* |

The Tenderer represented by *(position, name, surname, substantiation for authorization)* is familiar with the requirements of the Regulations and the technical specification, has estimated and included all costs and expenses related to the complete delivery in the contract price and, on this basis, has prepared and submits its Financial offer:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** | **Item** | **Unit** | **Number of units** | **Price of unit in EUR, exclusive VAT** | **Offered contract price in EUR exclusive VAT** |
| *(1)* | *(2)* | *(3)* | *(4)* | *(5)* | *(4)x(5)=(6)* |
|  |  |  |  |  |  |
| Total of offered contract price, EUR exclusive VAT: | | | | | **0,00** |
| VAT (*indicate VAT rate* %), EUR: | | | | | **0,00** |
| Offered amount incl. VAT (*indicate VAT rate* %) total, EUR: | | | | | **0,00** |

1. **Offered contract price in EUR XXX. XX** (indicate *euro* and *cents* in words) **excl. VAT**;
2. **VAT** *(indicate VAT rate in words)* **% is EUR XXX. XX** (indicate *euro* and *cents* in words).
3. **Offered contract price EUR XXX. XX** (indicate *euro* and *cents* in words) incl. **VAT.**

We certify that the price offered in the Financial bid includes all costs directly and indirectly related to the execution of the Contract. The Tenderer is aware that it will not have the right to demand the increase of the offered contract price and the Purchaser will not pay more than the defined contract price set out in the contract.

**We certify that the information provided is true:**

|  |  |
| --- | --- |
| Name, surname of the Tenderer’s authorized signatory: |  |
| Position of the authorized signatory: |  |
| Signature: |  |
| Date: |  |
| Stamp (if applicable) |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **annex 5**  Draft procurement contract | | | |
| **For the tender** „**Purchase of a server for Access Data FKT programme in the framework of the project „STEM modernization at Vidzeme University of Applied Sciences”** | | | |
| **ID No. ViA 2019/7-10/01-ERAF** | | | |
| **PROCUREMENT CONTRACT** | | **No.** | |
| *project No. 8.1.1.0/17/I/003*  *“STEM modernization at Vidzeme University of Applied Sciences”* | | | |
|  | | | |
| Purchase of a server for Access Data FKT programme in the framework of the project „STEM modernization at Vidzeme University of Applied Sciences” | | | ViA 2019/7-10/01-ERAF |
| In Valmiera | | \_\_\_\_\_\_\_\_\_\_\_, 2019 | |

**VIDZEME UNIVERSITY OF APPLIED SCIENCES**, **LV90001342592**, legal address: Valmiera, Cēsu Street 4, LV-4201, represented by the rector Gatis Krūmiņš, acting on the basis of Vidzeme University of Applied Sciences (hereinafter – ViA) Constitution and Order No. 450 of August 23, 2017, of the Republic of Latvia Cabinet of Ministers (hereinafter -Purchaser), on the one part

and

*[****name****]*, Reg. No. *[number]*, legal address: *[address]*, represented by *[position, name, surname]*, acting on the basis of *[provide a validation such as Statutes]* (hereinafter – Contractor), on the other part,

hereinafter individually and together referred to as "the Parties/ Party", based on the decision of ViA Procurement Commission on *[date]No.* (*[number of minutes]*) on selecting the winner in the tender „ Purchase of a server for Access Data FKT programme in the framework of the project ‘STEM modernization at Vidzeme University of Applied Sciences’” (procurement ID Nr.:ViA 2019/7-10/01-ERAF), which was carried out in accordance with the procedure stipulated by the Public Procurement Law and the bid submitted by the Contractor, expressing their free will, without fallacy, fraud, or constraint, conclude this contract (hereinafter - Contract) for the supply of goods:

1. **SUBJECT OF THE CONTRACT**
   1. The Purchaser assigns and the Contractor undertakes to deliver the **server for *Access Data FKT* programme** (hereinafter – the Product(s)) in accordance with the Regulations of the open tender “Purchase of a server for Access Data FKT programme in the framework of the project ‘STEM modernization at Vidzeme University of Applied Sciences’”(Procurement ID No: ViA 2019/7-10/01-ERDF) (hereinafter - the Regulations), the requirements of the Technical Specification, the Contractor's bid (which is attached to this Contract and is an integral part of the Contract).
   2. The delivery of Products also includes the installation of a Product, putting it into service, warranty, training of the Purchaser's employees, if it is provided in the technical bid submitted by the Contractor in the tender.
2. **CONTRACT EXECUTION PERIOD**
   1. The duration of the contract is **three months from the date of its signing**.
   2. The Contractor shall deliver the Products to the address specified by the Purchaser and agree with the Purchaser on a particular place of delivery (address) and time at least 5 (five) calendar days prior to the actual delivery of the Products.
3. **CONTRACT PRICE AND PAYMENT PROCEDURE** 
   1. Contract amount:
      1. Contract price exclusive VAT is *[indicate a number]* **EUR** (*[spell out in words]*);
      2. VAT *[indicate the rate]* % is *[indicate a number]* **EUR** (*[spell out in words]*);
      3. Total contract sum incl. VAT *[indicate a rate]* % is *[indicate a number]* **EUR** (*[spell out in words]*).
   2. The contract amount includes all costs: price of the Products, delivery costs to the particular delivery address specified by and agreed with the Purchaser (excluding customs expenses, if any), (including transportation, loading and other costs related to the physical delivery of the Products to the Purchaser), installation, and training costs of the Purchaser's staff, costs related to meeting commitments of the Products’ Warranty Period and any other direct or indirect costs incurred by the Contractor in connection with the fulfilment of the Contract obligations.
   3. The Purchaser shall pay for the execution of the Contract to the bank account specified by the Contractor within 30 (thirty) calendar days after the delivery, signing of the Product acceptance certificate and confirming of the original invoice.
   4. The Contractor may request an advance payment justifying the necessity of it.
   5. In all the documents to be submitted, incl. in the invoice and in the acceptance certificate, the Contractor shall mandatorily indicate *the Project number* (No 8.1.1.0/17/I/003), *the number and date of this Contract*. Prior to submitting the invoice and the acceptance certificate, the Contractor shall electronically confirm the invoice with the Purchaser’s contact person specified in this Contract.
4. **RIGHTS AND OBLIGATIONS OF THE PURCHASER**
   1. The Purchaser undertakes to accept, in accordance with the procedures specified in the Contract, the Products delivered by the Contractor in accordance with the Contract provisions.
   2. The Purchaser undertakes to pay for the Product of good quality that is delivered within the specified term in accordance with the procedures specified in the Contract.
   3. The Purchaser is entitled to make a claim to the Contractor or to refuse to accept the Product if the Product has obvious visual defects (scratches, bends, other visible defects) or defects in functionality at the time of receipt.
   4. The Purchaser undertakes to use the Products in accordance with the requirements of their operation regulations, if the Purchaser is duly informed about these requirements and the Contractor has submitted a written instruction regarding these requirements.
   5. The Purchaser is entitled to carry out a control of the execution of the Contract by inviting specialists and experts.
   6. The Purchaser has the right to hand over the information related to this Contract to the institutions involved in the monitoring of the Project and the execution of this Contract in accordance with the legislation and/ or other concluded contracts.
   7. The Purchaser undertakes to use the purchased Product only for academic purposes.
   8. The Purchaser will use the Product in accordance with the terms of the Wassenaar Arrangement *(https://www.federalregister.gov/documents/2017/08/15/2017-16904/wassenaar-arrangement-2016-plenary-agreements-implementation)*.
   9. The Purchaser appoints the following contact person responsible for the Contract execution monitoring, approval, and the monitoring of the Product delivery in accordance with the provisions of this Contract (hereinafter - Purchaser's contact person): [*provide full contact information*], and in case of changes undertakes to immediately notify the other Party.
5. **RIGHTS AND OBLIGATIONS OF THE CONTRACTOR**
   1. The Contractor undertakes to deliver the Products in line with the provisions of the Regulations, the Contractor's bid and the Contract in a timely and qualitative manner, in accordance with the procedure and within the term specified in the Contract, by prior agreement with the Purchaser on a particular place and time of delivery.
   2. The Contractor undertakes to comply with the requirements for the transportation and delivery of the Products specified by the manufacturer and by the regulatory enactments when making the delivery.
   3. The Contractor undertakes to accept the return of the Product if it does not comply with the requirements specified in Article 5.2 of the Contract, covering the losses caused to the Purchaser, if any.
   4. The Contractor undertakes to ensure the implementation of Products’ Warranty Commitments from the date of signing of the Products’ Acceptance Certificate until the expiry of the warranty period.
   5. The Contractor undertakes to extend the term of warranty for the Products or the individual parts of the Product if a damage or technical fault has occurred due to reasons beyond the Purchaser's control during the warranty period. The warranty period is extended by the number of days in which the Product or the individual parts of the Product could not be used as a result of the occurrence or elimination of a damage or technical fault.
   6. The Contractor undertakes to ensure the validity of the necessary permits, licenses and warranties for the Products, if any.
   7. The Contractor undertakes not to disclose the information obtained during the execution of the Contract to third parties, as well as to comply with the requirements of the legislation regarding confidential information, the personal data protection of individuals and restricted information that has been intentionally or unintentionally made available by the Purchaser.
   8. The Contractor shall turn over the Products to the Purchaser and sign the acceptance certificate on the basis of which the Contractor shall issue and submit the invoice to the Purchaser after confirming it by email with the Purchaser's representative.
   9. The Contractor appoints the following person responsible for the fulfilment of the contractual obligations (hereinafter - Contractor's contact person): [*provide full contact information and the main area of responsibility*], and in case of changes undertakes to immediately notify the other Party.
6. **PROCEDURE FOR ACCEPTANCE OF PRODUCTS**
   1. The Products are considered to have been delivered on the date when the Purchaser and the Contractor have signed the Products’ Acceptance Certificate.
   2. At the same time as the Products, the Contractor shall turn over to the Purchaser all supporting documentation of the Products and the documents required for the proper use of the Products in accordance with the Regulations (including operating rules, warranty documents etc.).
   3. Upon the acceptance of the Products, the Purchaser shall verify the timeliness, quality and compliance of the delivery with the provisions of the Contract, the Regulations and the bid.
   4. If the Purchaser has identified nonconformities of the Product, it is entitled to invite an expert to assess the conformity of the Products with the Contract, and if the expert's conclusion confirms the opinion of the Purchaser to be valid, the Contractor shall not only eliminate the identified deficiencies until the end of the term specified in Article 2.1., but also cover the costs of inviting the expert according to the term and procedure specified by the Purchaser.
7. **FORCE MAJEURE**
   1. Neither Party shall be liable for failure to fulfil its obligations if it is caused by force majeure or exceptional circumstances that the Parties could not foresee and prevent. Such circumstances include: natural disasters, fires, warfare, mass riots, mutinies, civil disorders, strikes in the power or communications industry, lack of telephone communication, lack of electricity, for one of the Parties - telephone or cable crashes, and any other circumstances, which are not subject to reasonable control by the Parties. The Contract execution is postponed until the end of the above-mentioned circumstances or consequences for a period of up to 1 (one) month.
   2. The Party that has become unable to perform the obligations due to the circumstances referred to in Article 7.1 of the Contract shall notify the other Party within 10 (ten) working days of the occurrence or end of such circumstances or consequences thereof. The Party shall attach objectively verifiable information to the statement. If no notice is given within the defined time limit, the guilty Party loses the right to invoke force majeure.
8. **LATE FEE, PENALTY FEE AND COMPENSATION FOR LOSSES**
   1. In case the Contractor fails to comply with the Products’ delivery term stipulated in the Contract, the Purchaser is entitled to calculate and demand, but the Contractor is obliged to pay the Contractor a penalty of 0.1% (zero point one percent) of the total amount of the Products not delivered for each day of delay, but not more than 10% of the total amount of Products not delivered in time.
   2. If the Purchaser fails to make a payment for the Product within the term and amount stipulated in the Contract, the Contractor shall have the right to demand from the Purchaser a penalty of 0.1% of the outstanding amount for each late payment day, but not more than 10% of the amount not paid in time.
   3. The calculation and payment of the penalty shall not release the Contractor from the execution of the contractual obligations.
   4. In case the Purchaser has the right to request from the Contractor a contractual penalty on the basis of the Contract, the Purchaser has the right to deduct the penalty from the amounts payable to the Contractor.
   5. The Parties shall be mutually liable for the direct losses suffered by the other Party if they have been caused as a result of acts or omissions (including gross negligence, malicious acts or negligence) of the Party, its employees or third parties.
9. **DISAGREEMENT AND DISPUTES**
   1. All disputes and disagreements that may arise during the execution of this Contract shall be settled by mutual agreement between the Parties.
   2. If no agreement is reached, the dispute shall be resolved in court in accordance with the procedure laid down in the applicable laws of the Republic of Latvia.
10. **VALIDITY OF THE CONTRACT, AMENDMENTS TO THE CONTRACT AND CHANGES**
    1. This Contract shall enter into force on the date on which it is signed by both Parties, and it is valid for the duration specified in Article 2.1. or until the moment when the Contract is terminated in accordance with the procedures specified in this Contract, but in the part of financial settlement - until complete fulfilment of the obligations.
    2. The Contract may be amended or supplemented by observing the provisions of the Public Procurement Law and by signing a written agreement between the Parties, which by mutual signing becomes an integral part of the Contract.
    3. The Contractor shall inform the Purchaser in writing 10 (ten) days in advance of the inability to fulfil the obligations assumed under this Contract within the specified term, indicating the grounds for failure to fulfil the contractual obligations due to circumstances beyond the Contractor's control. In this case, the Purchaser may decide on further action, including the termination of Contract or application of a contractual penalty.
    4. If during the approval or execution of the Contract the manufacturer (or its representative) suspends the production or delivery of the Product offered by the Contractor in its bid, for which the Contractor is able to submit a written confirmation from the manufacturer (or its representative), the Purchaser may agree that the Contractor shall deliver an equivalent Product or a better Product complying with the requirements of the Regulations in place of the respective Product. The Contractor agrees that in such a case the bid price will not be increased and all conditions of the procurement procedure will be met.
    5. Replacement of the Products referred to in Article 10.4 with an equivalent Product or a better Product due to the discontinuation of the production or delivery of the Product offered in the bid may, if necessary, lead to the extension of the Contract.
    6. The Purchaser is entitled to unilaterally withdraw from the Contract in advance if:
       1. The court’s judgment has entered into force on the Contractor's insolvency or the court has taken a decision to initiate the insolvency proceedings of the Contractor;
       2. it becomes evident after the conclusion of the Contract that when submitting the tender, the Contractor has knowingly provided false information or false proof of any certification or information provided by the Contractor in the technical bid.
    7. In the cases specified in Article 10.6 of the Contract, the Contract shall be considered terminated on the 15th day after the respective Purchaser's written notice is sent to the Contractor.
    8. The Purchaser is entitled to unilaterally withdraw from the Contract if the Contract cannot be fulfilled due to national or international sanctions or significant sanctions having an impact on the financial and capital market interests imposed by the EU or North Atlantic Treaty Organization (NATO) member state (Article 11.1 of the Sanctions Law) imposed on the Contractor during the execution of the Contract.
    9. The termination of the Contract does not release the Parties from the fulfilment of existing (at that moment) obligations and, in any case of the termination of the Contract, the Parties undertake to fulfil all obligations that have arisen up to the moment of the termination of the Contract within 30 (thirty) days.
11. **OTHER PROVISIONS**
    1. By signing this Contract, the Parties certify that they will comply with the provisions of this Contract, and that this Contract has been drawn up and signed without fallacy, fraud, or constraint. The rights arising from this Contract shall be exercised and obligations shall be completed in good faith.
    2. Notices to be sent in connection with this Contract may be sent by post or e-mail to the Party's address indicated in the Contract or to any other address indicated by the respective Party to the other Party in accordance with the procedures of this Contract.
    3. Any Annex to the Contract signed by both Parties shall be annexed to the Contract and shall be regarded as an integral part of the Contract.
    4. Any changes to the Parties' contact details and / or company details shall be deemed mutually agreed if they have been sent by post, fax or e-mail to the Party's address indicated in the Contract or to any other address notified by the respective Party to the other Party in accordance with this Contract. In this case, no amendments to the Contract shall be prepared.
    5. The Contract is prepared and signed in 2 (two) copies on \_\_\_ (\_\_\_\_\_\_) pages. One copy of the Contract shall be kept by the Purchaser, the other by the Contractor. Both copies of the Contract have the same legal force.
    6. At the time of signing the contract, 1 (one) attachment is attached to it:

Annex 1: Bid submitted by the Contractor - \_\_\_ pages.

1. **DETAILS OF THE PARTIES**

|  |  |  |
| --- | --- | --- |
| **PURCHASER**  **VIDZEME UNIVERSITY OF APPLIED SICNECES**  Bank details: Valsts kase  Code: TRELLV22  Account number: LV06TREL9150180013000 |  | **CONTRACTOR**  Bank details: |
|  |  |  |
| Rector Gatis Krūmiņš |  | Position, name, surname |

1. Implementation regulations of the Operational Programme „Growth and Employment” 8.1.1. specificē support objective „To increase the number of modernized STEM study programmes, including medicine and creative industries”. Available at: https://likumi.lv [↑](#footnote-ref-1)