**APPROVED:**

At the Commission Meeting

On 11 April 2018,

Proceedings No.1

**RIGA TECHNICAL UNIVERSITY**

OPEN TENDER

**“Acquisition of Scientific Equipment for RTU Faculty of Materials Science and Applied Chemistry: 500 MHz Nuclear Magnetic Resonance Spectrometer”**

ID: RTU – 2018/8

**REGULATIONS**

Riga, 2018

1. **GENERAL INFORMATION**
   1. **Procurement identification number:** RTU – 2018/8
   2. **Customer:**

**Riga Technical University** (hereinafter – RTU)

1 Kaļķu Street, Riga, LV-1658

Educational Institution Reg. No. 3341000709

VAT No. LV90000068977

* 1. **Tender –** Open tender “Acquisition of Scientific Equipment for RTU Faculty of Materials Science and Applied Chemistry: 500 MHz Nuclear Magnetic Resonance Spectrometer”.
     1. The tender is arranged within the framework of implementation of the European Union fund projeсt “Infrastructure Development of Engineering and Smart Technologies Centre of Riga Technical University in Smart Specialisation Areas” (PVS ID 3170), Agreement No.1.1.1.4/17/I/004.
  2. **Bidder** is a supplier who submits the Bid.
  3. **Supplier** – a natural person or a legal entity or pasūtītājs, an association of such persons in any combination, which respectively offer to supply the goods on the market.
  4. **Commission –** Riga Technical University procurement commission, which is authorised to arrange the open tender.
  5. **Information on the object of procurement:** 
     1. **Object of procurement:** Acquisition of Scientific Equipment for RTU Faculty of Materials Science and Applied Chemistry: 500 MHz Nuclear Magnetic Resonance Spectrometer (hereinafter – the Goods) in accordance with the Technical Specifications (Annex No.2) and provisions of the Procurement Agreement (Annex No.4).
     2. **CPV code of the main object of procurement:** 33113110-9 (Nuclear magnetic resonance scanners), additional codes: 48931000-3 (Training software package), 48461000-7 (Analytical or scientific software package).
     3. **Supply term of the procurement object:** in accordance with Article 4.1 of the Agreement;
     4. **Point of delivery**: 3/7 Paula Valdena St., Riga, Latvia;
     5. **Procurement Agreement (hereinafter also – the Agreement):** the Agreement will be concluded with the Bidder who wins the Tender. The Draft Agreement is attached as Annex No. 4 hereto.
     6. **Procedure of payments:** The procedure of payments is prescribed by the Draft Agreement. The Bidder, who receives the right of concluding the Agreement, may receive a prepayment in the amount not exceeding 30% (thirty percent) of the Agreement amount.
     7. **The Supplier may submit only one option of the Bid. The Bid must be provided in full volume of the procurement object.**
     8. Potential inflation, change of circumstances on the market or any other circumstances may not serve as a ground for increasing the price of the Goods. The Bidder must predict the market situation, when preparing its Financial Offer.
  6. **Bid selection criterion:** The Customer will grant the rights of the Procurement Agreement conclusion to the economically most advantageous Bid, which will be determined with account of the price only.
     1. If, prior to taking a decision on granting the rights of the Procurement Agreement conclusion, it is established that assessment of the Bids in accordance with the Bid selection criterion is the same, the Customer will apply as the decisive Bid selection criterion the fact that the selected Bid is submitted by the Bidder, which is a member of the national employers organisation and which has a collective agreement with a trade union that is a member of the national association of trade unions (if the Bid is submitted by a partnership or an association of persons or entities, the collective agreement must be concluded with every member of the partnership or every participant of the association). In the event the potential winners of the Tender are established the conformity to the decisive Bid selection criterion, the Customer will arrange an open drawing.
  7. **Total planned payment of the Customer for the Agreement performance:** not exceeding EUR 1008264.46 (one million eight thousand two hundred and sixty four euros 46 euro cents), without VAT.

# Place of receiving the Regulations, provision of additional information and other terms and conditions.

* + 1. All valid information about the Tender, including the Regulations (hereinafter – the Regulations), amendments to the Regulations and replies to queries of interested suppliers, is available on the Customer’s website [www.rtu.lv](http://www.rtu.lv), in the “Public Procurements” section, and on [www.eis.gov.lv](http://www.eis.gov.lv). An interested supplier may register in this tender section of the e-tender subsystem of the Electronic Procurement System as a receiver of the Regulations, when being registered in the Electronic Procurement System as a supplier.[[1]](#footnote-1)
    2. The Customer’s contact person, who is authorised to provide information of an organisational nature about the Regulations in the course of the procurement procedure: Senior Procurement Specialist of the Procurement Department Artis Celitāns, phone: +371 67089476, e-mail: [artis.celitans@rtu.lv](mailto:artis.celitans@rtu.lv), fax: +371 67089710.
    3. Inquiry and provision of additional information:
       1. When the supplier timely inquires for additional information about the requirements included in the procurement procedure regarding preparation and submitting of the Bids or selection of the Bidders, the Customer will provide such information within 5 (five) working days, but not later than 6 (six) days prior to expiry of the term for submitting the Bids.
       2. The Customer and interested suppliers or the Bidder exchange information in accordance with the procedure prescribed by the Public Procurement Law (hereinafter – PIL), by using means of electronic communication, including sending and receipt of documents signed by a safe electronic signature.
       3. Interested persons, who have registered in the Electronic Procurement System as receivers of the Regulations, receive notifications to their provided e-mail addresses on amendments to the procurement documentation and other changes.
  1. **Time, place and procedure of submitting and opening the Bids:**
     1. The Bidders may submit their Bids until **10:00 of 21 May** **2018** in the e-tender subsystem of the Electronic Procurement System.
     2. **The Bids submitted beyond the e-tender subsystem of the Electronic Procurement System will not be accepted and will be returned to the Bidders.**
     3. The submitted Bids will be opened in RTU Procurement Department at 1 Kaļķu Street, Room 322, Riga, on **21 May** **2018** upon expiry of the Bids submission term. The process of opening the submitted Bids may be followed online in the e-tender subsystem of the Electronic Procurement System.
     4. **The Bidder may supplement or amend its submitted Bid only until expiry of the Bids submission term.**
     5. The Bids are checked by the Commission at a closed meeting.
     6. The Bidder must ensure communication with the Customer in Latvian or English.

1. **BID EXECUTION** 
   1. **The Bid must be submitted in electronic form in the e-tender subsystem of the Electronic Procurement System, by observing the following Bidder selection opportunities:**
      1. By using the tools offered by the e-tender subsystem of the Electronic Procurement System, by completing the forms available in this procurement section of the e-tender subsystem of the aforementioned system.
      2. By preparing documents to be completed in electronic form beyond the e-tender subsystem of the Electronic Procurement System and uploading the completed PDF forms, including files integrated in the form, to relevant sites of the system (in this case, the Bidder is responsible for the conformity of the completed forms to the requirements to the documentation and samples of the forms).
      3. By encrypting the Bid prepared in electronic form (PDF) beyond the e-tender subsystem with data protection tools offered by third parties and by protecting it with an electronic key and a password (in this case, the Bidder is responsible for the conformity of the completed forms to the requirements to the documentation and samples of the forms, as well as for the possibility of opening and reading the document).
   2. **When preparing the Bid, the Bidder observes that:**
      1. The application form, the technical and financial offer are completed only in electronic form, in a separate electronic document, in a format recognised by the Microsoft Office 2010 (or later software versions) tools.
      2. The Bidder may submit the documents in electronic form, signing them with the electronic signature offered by the Electronic Procurement System or with a safe electronic signature.
      3. The Bid must be submitted in Latvian. The documents confirming quality (for example, certificates) may be submitted in another language by attaching their translation in Latvian, which is attested by the Bidder.
      4. When the Bidder submits a copy of any document, it is attested in conformity with the Law on Legal Force of Documents. If a copy of a document is not attested in conformity with the requirements stipulated herewith, the Customer, when having doubts about authenticity of the submitted copy of the document, may require from the Bidder, in accordance with the procedure prescribed by PIL Section 41 Paragraph Five, to present the original of the document or submit its attested copy.
      5. The Bidder denote information, which is a commercial secret in accordance with Section 19 of the Commercial Law or is considered to be confidential information, in its Bid. Commercial secret or confidential information may not be information, which is prescribed by PIL as generally accessible information.
      6. When submitting the Bid, the Bidder acknowledges all terms and conditions included in the Regulations in full (including in its Annexes and forms, which are placed in this procurement section of the e-tender subsystem of the Electronic Procurement System).
      7. The Bid must be prepared in such a way which causes no threat to operation of the e-tender subsystem of the Electronic Procurement System and does not restrict access to the information included in the Bid, including the Bid may not contain computer viruses and other malware or their generators, or, if the Bid is encrypted, the Bidder must provide a valid electronic key and the password for opening the encrypted document within a certain period (not later than within 15 minutes after the start of opening the Bids). If the Bid contains any of the aforementioned risks, the Bid will not be considered.
   3. **Documents to be submitted:**
      1. Application of the Bidder for participation in the Tender in conformity with the form published in this procurement section of the e-tender subsystem of the Electronic Procurement System (Annex No.1 hereto).
      2. Qualification documents (Annex No.4 hereto);
      3. Technical Offer (in conformity with the forms published in this procurement section of the e-tender subsystem of the Electronic Procurement System and Article 6 of the Regulations);
      4. Financial Offer (in conformity with the forms published in this procurement section of the e-tender subsystem of the Electronic Procurement System and Article 6 of the Regulations).
2. **BIDDERS EXCLUSION PROVISIONS** 
   1. The Customer excludes the Bidder from participation in the procurement procedure in any of the cases prescribed by PIL Section 42 Paragraph One.
   2. The Customer performs the check stipulated by Article 3.1 of the Regulations in accordance with the procedure set by PIL Section 42.
   3. The Customer will perform assessment of the submitted Bids, for insuring the reliability, in accordance with the procedure set by PIL Section 43.
3. **QUALIFICATION OF BIDDERS**

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| * 1. The Bidder must conform to the following requirements: | * 1. To prove the conformity to the requirements set by the Customer, the Bidder must submit the following **conformity supporting documents:** |
| 4.1.1. The Bidder agrees with the provisions of the Regulations. | 4.2.1. To confirm fulfilment of Article 4.1.1 of the Regulations, the Application for participation in the Tender must be submitted, which is completed in conformity with Annex No.1 hereto – the Application letter form.  If the Bid is submitted by an association of persons or entities, all participants of the association sign the Application for participation in the Tender. |
| 4.1.2. The Bidder’s representative, who signs documents of the Bid, has the right of representation (signatory). | 4.2.2. To confirm fulfilment of Article 4.1.2, a document must be submitted, which confirms the right of representation (signatory) of the Bidder’s representative, who signs the Bid. When the Bidder submits a power of attorney, then, in addition, the Bidder must submit a document, which certifies that the warrantor has the right of representation (signatory) of the Bidder. |
| **Conformity for professional activities** | |
| 4.1.3. The Bidder is registered in conformity with the requirements of laws and regulations of the country of its registration or domicile. | 4.2.3. To confirm fulfilment of Article 4.1.3 of the Regulations on registration of the Bidders registered in the Republic of Latvia in conformity with the requirements of Latvian laws and regulations, the Procurement Commission will check the data in the database of the Register of Enterprises. The Bidder registered abroad must submit a document issued by a competent state institution of the respective country, which confirms that the Bidder is registered in conformity with the requirements of laws and regulations of this country. |
| 4.1.4. During the last three years until the Bid submission day, the Bidder performed at least one supplies for each of the goods mentioned in items No. 8.,11.,13.,18.,24. of the Technical Specifications (Annex No.2) or the equivalent goods and provided warranty services in accordance with the procedure and within the terms set by the goods manufacturer in its warranty conditions. | 4.2.4. To confirm fulfilment of Article 4.1.4 of the Regulations, the Bidder must provide information on the performed supplies of the goods mentioned in items No. 8.,11.,13.,18.,24. of the Technical Specifications (Annex No.2) during the last three years until the Bid submission day, indicating the period and contact information of the receivers (public or private persons), by completing the list of earlier performed supplies (Form in Annex No. 5 hereto). For each item of the goods supplies included in the list, at least one reference from the goods consignee must be attached on the experience of using the specific equipment during a period of minimum six months. The Bidder may submit an alternative document, which allows the Customer to receive objective information on the the Bidder’s experience. |
| 4.1.5. For the Agreement performance, the Bidder will involve technical specialists certified by the manufacturer (staff), who are authorised to perform installation, configuration and user training of the offered Object of Procurement. | 4.2.5. To confirm fulfilment of Article 4.1.5 of the Regulations, the Bidder prepares a list of specialists (staff) involved in the Agreement performance (Form in Annex No. 6 hereto), attaching the following documentation:  \* If the specialist involved in the Agreement performance is the manufacturer’s employee, then the qualification confirming document issued by the manufacturer is attached;  \* If the specialist involved in the Agreement performance is not the manufacturer’s employee, then a copy of the valid certificate issued by the manufacturer is attached, which confirms the rights of the technical specialist (staff) to perform installation of the offered Object of Procurement. |

* 1. The Bidder qualification requirements are compulsory for all Bidders, who would like to obtain the rights of performing the Object of Procurement and concluding the Procurement Agreement.
  2. The Bidder may rely on capabilities of other entrepreneurs, if it is required for performing the specific contract, regardless of the legal nature of mutual relations. In this case, the Bidder confirms to the Customer that it will have the required resources at its disposal, by submitting confirmation of these entrepreneurs or an agreement on cooperation in performing the specific contract, with indication of the form of transfer of the required resources (how the resources will be transferred) and their volume.
  3. If the Bid is submitted by an association of natural persons or legal entities, in any combination, or a partnership, a person must be provided, who represents the association of suppliers at the Tender, as well as the volume of responsibility of each person, the list of works to be performed and an agreement on cooperation in performing the specific contract.
  4. The Customer accepts the European Single Procurement Document (ESPD) as the initial proof of conformity to the Bidder selection requirements as set by Article 4.1 of the Regulations. If the Bidder chooses to submit the European Single Procurement Document, to confirm its conformity to the set Bidder selection requirements, the Bidder must submit such document also for every person, whose capabilities the Bidder relies on, in order to confirm the conformity of their qualifications to the set requirements. The association of suppliers submits a separate ESPD for each of its participants.
  5. The Bidder may submit the European Single Procurement Document, which was submitted for another procurement procedure, when confirming that the information included is true.
  6. The European Single Procurement Document mentioned in Article 4. 6 of the Tender Regulations is available for completing in the .doc format on <http://www.iub.gov.lv/sites/default/files/upload/1_LV_annexe_acte_autonome_part1_v4.doc> or the European Commission webpage online: <https://ec.europa.eu/growth/tools-databases/espd/filter?lang=lv>.
  7. When the Bidder, who as a result of the tender may be granted the right of concluding the Procurement Agreement, submits the European Single Procurement Document as the initial proof of conformity to the Bidder selection requirements, which are set by the Regulations, the Procurement Commission, prior to taking a decision on granting the right of concluding the Procurement Agreement, requests to submit documents, which confirm the Bidder’s conformity to the Bidder selection requirements.

1. **EXPLANATIONS FOR PREPARATION OF teChniCAL AND FINANCIAL OFFERS**
   1. The Bidder, when submitting its Technical Offer in conformity with the forms published in this procurement section of the e-tender subsystem of the Electronic Procurement System, completes the respective Microsoft Word forms, provides information on the offered Goods – name, description, manufacturer – so that the Procurement Commission could have an objective idea on the conformity of the submitted offer to the requirements of the Technical Specifications and the Regulations.
   2. The Bidder may not introduce changes in the structure of the forms published in this procurement section of the e-tender subsystem of the Electronic Procurement System, including deleting or adding rows or columns.
   3. **If the name of the specific goods or standards is provided in the Customer’s Technical Specifications or another indication to the origin of the specific goods, the special process, brand or form, the Bidders may offer equivalent goods or compliance with equivalent standards, which conform to the requirements and parameters of the Technical Specifications and ensure the operation and functionality required in the Technical Specifications.** The Bidder must prove the conformity of the offered equivalent goods to the technical requirements of the Object of Procurement.
   4. The Bidder submits its Financial Offer in conformity with the forms published in this procurement section of the e-tender subsystem of the Electronic Procurement System, by completing the relevant rows of the Microsoft Word form of the Financial Offer.
   5. The Bidder provides the price in EUR, without the value added tax. The Bidder includes the following in the offered price:
      1. The value of the offered Object of Procurement;
      2. All applicable state and municipal taxes and duties, except for the value added tax;
      3. Other expenses involved in the Goods delivery and warranty service, required for the Bidder to perform the Agreement.
   6. The price of the offer must be calculated and provided with the accuracy of 2 (two) decimal places.
2. **CHECK OF BIDS AND SELECTION OF BIDDERS**
   1. The Commission checks execution of the Bids and selects the Bidders at a closed meeting, where the Commission checks the conformity of the Offers to the requirements set by the Regulations.
   2. The Bid is rejected and not evaluated further, when the Commission establishes that:
      1. The Bid is not in conformity with the requirements of Article 2 of the Regulations that does not allow to identify the Bidder and the contents of the Bid objectively;
      2. The Bidder is not in conformity with any of the requirements of Article 4 of the Regulations.
   3. In the event the information on the Bidder’s qualification provided in the submitted documents is unclear or incomplete, the Customer requires from the Bidder or a competent institution to explain or supplement the information provided in the documents.
3. **CHECK OF CONFORMITY OF teChniCAL OFFERS**
   1. The Commission checks the Technical Offer at a closed meeting, where the Commission checks the conformity of the Technical Offer of each Bidder, who passes the selection, to the Technical Specifications.
   2. In the course of the Bid evaluation, the Customer may require to explain the information provided in the Technical Specifications.
   3. The Bidder’s Technical Offer is rejected and not evaluated further, when the Commission establishes that the Technical Offer documents have not been submitted, or they and their content do not allow determining the conformity of the Offer to the requirements of the Regulations and the Technical Specifications objectively.
4. **CHECK OF CONFORMITY OF FINANCIAL OFFERS**
   1. The Commission checks the Financial Offer at a closed meeting.
   2. The Commission checks arithmetic errors in the Financial Offers of the Bidders. Having established arithmetic errors, the Commission corrects them. The Commission informs the respective Bidder about the established errors and the corrected Offer. When evaluating the Offer, the Commission takes into account the made corrections.
   3. The Commission has the right not to consider the Bids, where the Financial Offer amount exceeds the anticipated agreement price stipulated by Article 1.9.
   4. If in the course of evaluating the Bids the Commission establishes that any of the Bidders has submitted a Bid, which could be unreasonably cheap, the Commission, in order to make certain that the Bidder has not submitted the unreasonably cheap Bid, may require from the Bidder a detailed explanation on the significant provisions of its Bid, including on special terms and conditions, technologies or other conditions that allow to offer such a price.
   5. If the Commission establishes that the Bidder has submitted the unreasonably cheap Bid, the Commission excludes the Bidder from further participation in the Tender in accordance with the procedure set by PIL Section 53.
   6. The Commission has the right not to consider the Bids, where the Financial Offer amount exceeds the anticipated agreement price stipulated by Article 1.9, or consider only the cheapest Financial Offer.
   7. Upon checking the conformity of the Financial Offer to the requirements of the Regulations, the Commission chooses the Bid, which is in conformity with the requirements of the Regulations and is economically most advantageous, which is determined with account of the price only.
5. **GRANTING OF THE AGREEMENT CONCLUSION RIGHTS,**

**AGREEMENT CONCLUSION**

* 1. The Commission grants the rights of the Agreement conclusion and acknowledges as the winner in the Tender to be the Bidder, who conforms to all requirements of the Regulations and has offered the most economically advantageous Bid, which is determined with account of the price only.
  2. The Customer, within three working days, informs simultaneously all Bidders about the taken decision with regards to conclusion of the Procurement Agreement.
  3. If the Bidder regarding whom the Customer has taken a decision on the Procurement Agreement conclusion is an association of persons or entities, the Bidder, within 10 days from the moment, when the procurement result has become undisputed un accordance with the procedure prescribed by regulatory enactments, at its choice, incorporates according to a certain legal status or concludes a cooperation agreement, agreeing upon a division of the responsibility between the association participants, if it is required for successful performance of the Procurement Agreement provisions.
  4. If the winner in the Tender, within 10 (ten) working days from the day, when the decision on granting the rights of the Agreement conclusion takes effect, refuses to conclude the Agreement with the Customer with no justifiable reason, or the winner in the Tender revokes its Bid, the Commission chooses the Bidder, who has offered the next most advantageous Bid. Prior to taking decision on the Agreement conclusion with the next Bidder, who has offered the most advantageous Bid, the Customer evaluates whether it is not considered to be one market participant with the initially selected Bidder, who has refused to conclude the Agreement with the Customer. If required, the Customer will request acknowledgement and confirmation from the next Bidder that it is not considered to be one market participant with the initially selected Bidder.
  5. If the next Bidder, who has offered the most advantageous Bid, is considered to be one market participant with the initially selected Bidder, or the next Bidder refuses to conclude the Agreement, the Customer takes a decision to terminate the Tender, selecting none of the Bids.
  6. The Procurement Agreement between the Customer and the winner of the Tender will be concluded in accordance with the procedure set by PIL Section 60.

1. **GUARANTEES**
   1. The Bidder, in the event of the Procurement Agreement conclusion, in accordance with the procedure prescribed by the Agreement, shall:
      1. Provide a guarantee of the fulfilment of the warranty obligations on first demand of 5% (five percent) from the Agreement amount (Form in Annex No. 7 hereto).
      2. Provide a guarantee of refunding the prepayment on first demand, which equals to the prepayment amount and is in force until complete refunding of the prepayment amount (Form in Annex No. 8 hereto).
         1. The prepayment refunding guarantee is the irrevocable guarantee on first demand which is applied to the procurement, where the Bidder has submitted the Bid;
         2. Fulfilment of the prepayment refunding guarantee is secured in the guarantee form in the aforementioned amount in accordance with the requirements of the Regulations;
         3. The payment requested by the Customer will be made unconditionally to the account provided by the Customer on its first demand within 5 (five) working days;
         4. The prepayment refunding guarantee is in force during the entire period stipulated by the Procurement Agreement.
2. **ANNEXES**

**The Regulations have the following Annexes attached:**

Annex No.1 – Application of the Bidder for Participation in the Tender (Form), in a separate file;

Annex No.2 – Technical Specifications – Technical Offer Form, attached to the Regulations in a separate file;

Annex No.3 – Financial Offer Form, attached to the Regulations in a separate file;

Annex No.4 – Draft Procurement Agreement, attached to the Regulations in a separate file;

Annex No.5 – List of Previous Supplies (form);

Annex No.6 – List of Technical Specialists (Staff) Involved in the Agreement Performance;

Annex No.7 – Guarantee Form of the Warranty Obligations Performance, attached to the Regulations in a separate file;

Annex No.8 – Guarantee Form of Refunding Prepayment, attached to the Regulations in a separate file.

1. See the information about the way an interested supplier may register as a receiver of the Regulations on <https://www.eis.gov.lv/EIS/Publications/PublicationView.aspx?PublicationId=883>. [↑](#footnote-ref-1)