

PROCUREMENT CONTRACT No. 2015 – LLU – 127

*Delivery of the laboratory equipment to Tajik Agrarian University
within the framework of the project “Modernization of Higher Education in the Area of Food Quality and
Safety in Tajikistan” funded by the EU TEMPUS programme*

22 July 2015

Jelgava/Dushanbe

Latvia University of Agriculture, reg. No. 90000041898, represented by its financial chancellor Ziedonis Helvigs who is acting on the basis of the Order issued on 25/06/2015 by the Rector No 4.3.-7/500, hereinafter referred to as the **Contracting Authority**, on the one hand,

and

Tajik Agrarian University, reg. No. 020002287, represented by its rector Amonullo Salimov, who is acting on the basis of the order No. 595 of 06.12.2013 issued by the Chairman of the government of the Republic of Tajikistan, hereinafter referred to as the **Recipient**, on the other hand,

and

LLC “Arbor Medical Korporācija”, reg. No. LV40003547099, represented by its Member of the Board Dace Ratfeldere (*Dace Rātfeldere*), who is acting on the basis of the Articles of Association, hereinafter referred to as the **Supplier**, as the third party,

all together and each individually hereinafter referred to as the **Parties**, on the basis of the results of the procurement No. LLU/2015/47/TEMPUS/mi carried out by LUA, enter into the Procurement Contract (hereinafter referred to as the **Contract**) on the following:

1. Subject of the Contract

1.1. In accordance with the terms of this *Contract*, the *Supplier* shall supply and the *Recipient* shall accept the **laboratory equipment**, hereinafter referred to as the **Goods**, in compliance with the Technical Specification of the Regulation of the Procurement (identification No. LLU/2015/47/TEMPUS/mi) and the Technical and Financial Tender submitted by the *Supplier*. The *Contracting Authority* shall make the payment for the *Goods* supplied.

1.2. The name of the *Goods*, their technical parameters, quantity and prices are stated in accordance with the *Supplier's* Technical and Financial Tender (Annex No.1) which is an integral part of this *Contract* submitted to the procurement (identification No. LLU/2015/47/TEMPUS/mi).

1.3. The *Supplier* shall perform the purchase, transportation, customs clearance, delivery, installation and putting into operation of the *Goods* specified in Clause 1.1 at the *Recipient's* legal and actual address: Tajik Agrarian University, Rudaki Avenue 146, 734003, Dushanbe, Tajikistan.

2. Contract price and payment order

2.1. The principal amount of this *Contract* excluding 21% of the value added tax shall be **EUR 34 153.00** (thirty-four thousand one hundred and fifty-three *euros* 00 cents). The transaction shall not be subjected to the value added tax in accordance with the procedure established in laws and regulations of the Republic of Latvia.

2.2. The *Supplier* shall confirm that all costs related to the purchase, transportation, declaration, customs clearance, delivery, installation and putting into operation of the *Goods* specified in Clause 2.1 are included in the *Contract* price. Any other potential expenses that may occur to the *Supplier* in relation to the supply of the *Goods*, shall be risk and responsibility of the *Supplier*. Additional payment for such expenses is not intended and will not be paid.

2.3. The *Contracting Authority* shall pay for the *Goods* delivered within 15 (fifteen) days after meeting the requirements specified in Clause 1.3, confirming the acceptance documents, submitting of a certificate of origin of the *Goods*, and after receipt of a correctly executed invoice from the *Supplier*.

2.4. The *Supplier* shall issue an invoice no later than within 10 (ten) working days after the date of triangular signing of the acceptance certificate of the *Goods*. The date of signing shall be deemed the date when the last of the three *Parties* has signed it.

2.5. It shall not be an obligation of the *Contracting Authority* to pay for *Supplier's* invoices or to cover any of *Supplier's* costs and losses regarding the deliveries which the *Supplier* has not made and/or regarding which there are defects found and not eliminated in accordance with the established procedure in the *Contract*.

2.6. If the *Contracting Authority* fails to pay for the *Goods* on time, the *Contracting Authority* shall pay penalty in amount of 0.5% of the total *Contract* price for each delayed day, but no more than 10% (ten percent) of the total *Contract* price.

2.7. If the *Supplier* fails to comply with the Order execution deadline, the *Supplier* shall pay penalty in amount of 0.5% of the total *Contract* price for each delayed day, but no more than 10% (ten percent) of the total *Contract* price.

2.8. The *Contracting Authority* shall be entitled to deduct the penalty to be paid by the *Supplier* from *Contracting Authority's* payments specified in this *Contract*.

2.9. The funding of the *Contract* shall be implemented from the funds of the project “*Modernization of Higher Education in the Area of Food Quality and Safety in Tajikistan*” funded by the EU TEMPUS programme (Contract No. 544529-TEMPUS-1-2013-1-LV-TEMPUS-JPCR).

2.10. If, during the execution of the *Contract*, changes in laws and regulation of the Republic of Latvia become effective, including changes in the conditions regarding the application of the value added tax (VAT), or other taxes and similar payments are introduced binding for the particular *Contract*, the principal amount of the *Contract* in euros excluding VAT shall be deemed as unchangeable, but VAT, other taxes and similar payments shall be applied in accordance with the updated formulation of laws and regulations of the Republic of Latvia.

3. Procedure of order awarding and execution

3.1. The *Supplier* shall supply and install the *Goods* in compliance with the Specification and Tender within **60 (sixty) days** after entering into the *Contract*, but no later than by 30 August 2015.

3.2. The *Supplier* shall supply the *Goods* to the address of the *Recipient*: Tajik Agrarian University, Rudaki Avenue 146, 734003, Dushanbe, Tajikistan.

3.3. The authorized representative of the *Supplier* shall inform the *Contracting Authority* on the delivery date of the *Goods* agreed with the *Recipient* no later than within 7 (seven) days before the delivery of the *Goods* specified in Clause 1.1.

3.4. The authorized representative of the *Supplier* shall agree with the authorized representative of the *Recipient* on the delivery and acceptance of the *Goods* no later than within 7 (seven) days before the delivery of the *Goods* specified in Clause 1.1.

3.5. The *Supplier* shall ensure the delivery of the *Goods* in the standard package which ensures complete safety of the *Goods* against possible damages during the transportation.

3.6. The *Supplier*, upon delivering the *Goods*, shall submit to the *Recipient* a certificate of origin of each laboratory equipment unit to be delivered. Laboratory equipment shall not be accepted without the certificate of origin.

3.7. The *Supplier*, upon submitting the delivery documents and the invoice to the *Contracting Authority*, shall submit the certificate of origin of each laboratory equipment unit to be delivered together with the documents specified in this Clause. Laboratory equipment without the certificate of origin shall not be accepted, and it shall not be paid for the delivery.

4. Validity period of the Contract

4.1. The *Contract* shall become effective from the moment of its signing and shall be valid ***until complete fulfilment of the contractual obligations***.

5. Acceptance of the Goods

5.1. The acceptance certificate of the *Goods* shall be signed after the delivery of the *Goods* and fulfilment of all the requirements specified in Clause 1.3 of the *Contract*.

5.2. The *Supplier*, upon delivery of the *Goods*, shall submit to the *Recipient* the certificate of origin of each laboratory equipment unit to be delivered. Laboratory equipment shall not be accepted without the certificate of origin.

5.3. The *Supplier* shall state in the acceptance certificate of the *Goods* and in the invoice-bill of lading the name, quantity, prices of the *Goods*, the number of this *Contract*, and the number of the project implementation contract number.

5.4. The *Recipient* and the *Contracting Authority* shall be entitled to submit a defect statement regarding non-compliance of the *Goods*. The *Supplier* shall eliminate the defects stated in the defect statement within 5 (five) working days by its funds and at its cost. A time period given for the elimination of the defects shall not provide for the right of prolongation of the deadline stated in the *Contract*. The *Contracting Authority* shall be

entitled to prolong the period of time for the elimination of the defects based on a written notification submitted by the *Supplier*, if it considers such a request as reasonable. If the deadline or prolonged term stated in this Clause is not complied with, the *Contracting Authority* shall be entitled to terminate the *Contract*.

5.5. The *Recipient* and the *Contracting Authority* shall be entitled to refuse accepting the *Goods* of low quality or which are non-compliant with the terms of the *Contract*.

5.6. The *Supplier* itself shall carry out the delivery of the *Goods* and it may not assign the execution of its duties to the third persons if it is not agreed in advance with the *Contracting Authority* and the *Recipient*.

5.7. The *Supplier* shall be obliged to provide the information in writing on the delivery process of the *Goods*, circumstances interfering with the delivery of the *Goods* within 3 (three) days upon the request of the *Contracting Authority* or the *Recipient*.

6. Amending of the terms of the Contract, termination of its validity

6.1. During the validity period of the *Contract*, the *Parties* shall not be allowed to make essential amendments to the *Contract*, except of the cases stated in Part Two of Section 67.¹ of the Public Procurement Law. Essential amendments to the *Contract* shall be deemed such amendments which comply with the regulation of Part Three of Section 67.¹ of the Public Procurement Law.

6.2. The *Contract* may be terminated by mutual agreement of the *Parties*.

6.3. If the *Supplier* carries out an unlawful, non-compliant action with the requirements, it may be deemed that the *Supplier* has unilaterally terminated the *Contract* by carrying out such an activity and the *Supplier* shall lose all the obligations related to the *Contract*.

6.4. The *Contracting Authority* shall be entitled to withdraw from the *Contract* unilaterally without *Supplier's* agreement in the following cases:

6.4.1. if the *Supplier* supplies the *Goods* of low quality, non-compliant with the terms of Clause 1.1 and 1.2 of the *Contract*.

6.4.2. if the *Supplier* supplies the *Goods* for a higher price than that stated in the Tender of the *Supplier*.

6.4.3. if the *Supplier* fails to comply with the Order execution deadline stated in the *Contract* and delivery terms.

7. Settlement of disputes

7.1. Any disputes, differences or disagreements shall be settled by mutual negotiations which will be recorded correspondingly. If the *Parties* fail to reach an agreement, the dispute shall be settled in the court in accordance with the procedure established in the existing laws and regulations of the Republic of Latvia.

8. Force Majeure

8.1. The *Parties* shall be released from responsibility for full or partial non-compliance with the *Contract*, if such non-compliance is caused as a result of force majeure or emergency circumstances, which effect started after entering into the *Contract* and which the *Parties* could not previously foresee or prevent. Force majeure or emergency circumstances include the following: natural disasters, accidents, disasters, epidemics, war operations, strikes, internal disorders, blockades, actions of the authorities and administrative bodies, adoption and implementation of laws and regulations that significantly restrict and violate the rights of the *Parties* and affect the obligations undertaken.

8.2. The *Party* which refers to the force majeure or emergency circumstances shall immediately notify in writing the other *Parties*. It shall be stated in the report when, according to its opinion, the performance of its obligations envisaged under the *Contract* will be possible and foreseeable, and, upon request, a statement containing confirmation of the emergency circumstances and their description issued by a competent institution has to be enclosed to such a report.

9. Other provisions

9.1. This *Contract* shall include all the agreements among the *Contracting Authority*, *Recipient* and *Supplier* on the subject of the *Contract*, and it shall constitute the entire *Contract*, and it may not be amended or changed without the agreement of all three *Parties*.

9.2. The *Supplier* may change the staff involved in the *Contract* implementation, regarding which it has provided information to the *Commissioning Party* and the conformity of the qualification of which with the requirements brought forward has been assessed by the *Commissioning Party*, as well as sub-contractors on

whose abilities it has relied on to certify that the qualification thereof conforms to the requirements specified in the procurement procedure documents only in accordance with Section 68 of the Public Procurement Law.

9.3. A representative authorized by the *Commissioning Party* during the validity period of this *Contract* shall be **Irina Kulitane** (*Irīna Kulitāne*), **phone +371 29131859, e-mail: ikulitane@inbox.lv**;

9.4. A representative authorized by the *Recipient* during the validity period of this *Contract* shall be **Mirasils Mirzoevs**, **phone +992 919 568 484, e-mail: mirasilfazo@gmail.com**;

9.5. A representative authorized by the *Supplier* during the validity period of this *Contract* shall be **Janis Grigans** (*Jānis Grigāns*), **phone 67620126, e-mail: arbor@arbor.lv; janis.grigans@arbor.lv**.

9.6. The representatives authorized by the *Parties* shall be responsible for the supervision of the implementation of the terms of the *Contract*, including organization of the acceptance of the *Goods*, submitting and accepting the invoices on time, their approving and handing over for the payment.

9.7. Any written information related to the *Contract* (including sent by e-mail or fax) shall be binding to all three *Parties*, and, in case of necessity, it may serve as evidence if the *Party*, which sent the information, has received a confirmation from the other *Parties* regarding receipt thereof.

9.8. The *Parties* shall be mutually responsible for the damages caused to the other *Party*, if they are caused due to gross negligence or deliberate actions carried out by one *Party* or its staff.

9.9. If any *Party* hereto changes its legal status, signatory rights of the officials of the *Party*, the owners or managers, or any of the details, telephone, fax number, e-mail address, etc. referred to in the *Contract*, the *Party* hereto shall immediately notify in writing the other two *Parties*, but no less than within 2 business days. If any *Party* fails to comply with the provisions of this sub-clause, it shall be deemed that the other *Parties* have fully met their obligations by using the information of the other *Parties* provided in this *Contract*. The conditions stated in this sub-clause shall apply also to the representatives specified in the *Contract* and their details.

9.10. The *Contract* is made in Latvian, Russian and English on 4 (four) pages with 1 (one) Annex in 4 (four) copies with the equal legal power; two copies of the *Contract* for the *Commissioning Party*, one - for the *Recipient* and one - for the *Supplier*.

10. Details and signatures of the Parties

<i>Commissioning Party:</i>	<i>Recipient:</i>	<i>Supplier:</i>
Latvia University of Agriculture	Tajik Agrarian University	LLC “Arbor Medical Korporācija”
Lielā Street 2, Jelgava, LV 3001, Latvia Reg. No. 90000041898 State Treasury Code: TREL LV22 Account: LV64TREL916031902900B	Rudaki Avenue 146, 734003, Dushanbe, Tajikistan Reg. No. 020002287 Project account No. AGROINVESTBANK Code: AGIBTJ22XXX Account: 20218978300540360001	Meistaru Street 7, Valdlauči, Ķekavas rural territory, Ķekavas municipality, LV 1076, Latvia Reg. No. LV40003547099 A/s Swedbank Code: HABALV22 Account: LV98HABA0551000850592
Financial chancellor:	Rector:	Member of the Board
_____	_____	_____
Z.Helvigs	A.Salimov	D.Ratfeldere