

**CONTRACT (Draft)**  
**for the supply and installation of a Photonic Component Analyzer**

Riga

Date as shown in the time stamp

**Riga Technical University**, registration No. 90000068977 (hereinafter – the Contracting Authority), represented by \_\_\_\_\_ pursuant to \_\_\_\_\_, of the one part, and \_\_\_\_\_ (hereinafter – the Supplier), represented by \_\_\_\_\_ pursuant to its Articles of Association, hereinafter jointly – the Parties

on the basis of the results of the open tender “Supply of Technological Equipment (Stage 4)”, ID No. RTU 2026/14-4 (hereinafter – the Tender), enter into this Contract (hereinafter – the Contract):

**1. Subject Matter of the Contract**

- 1.1. The Supplier shall sell and deliver the Photonic Component Analyzer (hereinafter – the Goods), provide the warranty for and installation of the Goods in accordance with the Contract and Annex 1 to the Contract “Technical Specification – Technical Tender” (hereinafter – the Technical Specification), while the Contracting Authority shall pay the Supplier in accordance with the provisions of the Contract and Annex 2 to the Contract “Financial Tender” (hereinafter – the Financial Tender).
- 1.2. For the purposes of this Contract, the term Goods means the goods together with all equipment specified in the Technical Specification.
- 1.3. For the purposes of the Contract, quality Goods compliant with the requirements of the Contract means Goods that comply with the provisions of the Contract and the Technical Specification.
- 1.4. Place of delivery of the Goods: 12 Āzenes Street, Riga.

**2. Contract Price and Payment Procedure**

- 2.1. The Contract Price shall be up to EUR \_\_\_\_\_ (amount in words: euro) (hereinafter – the Contract Price), excluding value added tax (hereinafter – VAT). VAT shall be applied in accordance with the procedure and at the rate prescribed by the laws and regulations in force. The Contract Price consists of:
  - 2.1.1. the price of the Goods (including delivery costs), in accordance with the Financial Tender, is EUR \_\_\_\_\_ excluding VAT;
  - 2.1.2. the costs of installation of the Goods, including calibration, in accordance with the Financial Tender, are EUR \_\_\_\_\_ excluding VAT;
  - 2.1.3. the costs of training the Contracting Authority’s employees to operate the Goods following their installation, in accordance with the Financial Tender, are EUR \_\_\_\_\_ excluding VAT.
- 2.2. The Contract Price and the Financial Tender include all costs associated with the complete and proper performance of the Contract, including, but not limited to, the price of the Goods, delivery and installation of the Goods, training of the Contracting Authority’s employees, labour costs, transport costs, costs of materials and technical aids, all taxes and duties imposed by the State and local governments (except VAT, which shall be indicated separately), including profit and costs associated with risk factors, including such risks as the risk of amendments to laws and regulations, the risk of increases in the cost of supply (including

- labour), and other direct and overhead costs, as well as any other expenses necessary to ensure the timely and proper performance of the Contract.
- 2.3. The Supplier shall ensure that the prices specified in the Financial Tender remain unchanged throughout the performance of the Contract. Possible inflation, changes in market conditions or any other circumstances may not serve as grounds for increasing the Contract Price, and the Supplier has included the consequences of such developments in its Financial Tender.
  - 2.4. Following conclusion of the Contract, the Supplier shall be entitled to request an advance payment of up to 50% of the price of the Goods specified in Clause 2.1.1 of the Contract. The Contracting Authority shall pay the advance payment to the Supplier if the Supplier submits to the Contracting Authority an invoice for the amount of the advance payment, prepared in accordance with the requirements of Clause 2.7 of the Contract, and advance payment security drawn up in accordance with the requirements of Clause 2.11 of the Contract. The advance payment shall be made within 30 days after the date of receipt of a compliant invoice issued by the Supplier and submitted to the Contracting Authority and the advance payment repayment security.
  - 2.5. The Contracting Authority shall pay for Goods delivered and Services provided in a proper and timely manner and in compliance with the provisions of the Contract and applicable laws and regulations within 30 days, provided that the Supplier has submitted the following documents:
    - 2.5.1. a delivery and acceptance certificate for the Goods and the Service (hereinafter – the Certificate), signed by the contact persons or authorised representatives of the Parties;
    - 2.5.2. an invoice prepared by the Supplier and issued after the Certificate has been signed by both Parties.
  - 2.6. If the Supplier has received an advance payment for the Goods from the price of the Goods specified in Clause 2.1.1 of the Contract, the outstanding amount for the Goods shall be paid upon final settlement.
  - 2.7. The Supplier shall indicate in the invoice the full title and identification number of the procurement, the Contract registration number assigned by the Contracting Authority, the date of the Contract, the code of the Contracting Authority's structural unit, the Contracting Authority's purchase order number, the details of the Supplier and the Contracting Authority, and other information as required and instructed by the Contracting Authority. If the Supplier has not included the information specified in this Clause in the invoice, the Contracting Authority shall be entitled to request that the Supplier make the relevant corrections and to withhold payment until the Supplier has rectified the deficiencies identified in the invoice.
  - 2.8. The Supplier shall submit the invoice to the Contracting Authority electronically to the electronic address EINVOICE@90000068977 in accordance with the Law on the Official Electronic Address (E-address).
  - 2.9. The date of payment shall be deemed to be the date on which the Contracting Authority has transferred the funds to the Supplier's bank account specified in the Contract. Each Party shall bear its own costs for payment services related to the transfer of funds.
  - 2.10. If Goods that do not comply with the provisions of the Contract have been delivered and a claim regarding the identified non-conformities (hereinafter – the Claim) has been sent to the Supplier, the payment deadline shall be extended by the period required to remedy the deficiencies specified in the Claim.
  - 2.11. Advance payment security:
    - 2.11.1. In order to receive the advance payment amount, and as security for repayment of the advance payment, the Supplier shall, before receiving the advance payment, submit to the Contracting Authority an irrevocable, unconditional, first-demand advance payment repayment security issued by a credit institution or insurance company in the amount of the advance payment.
    - 2.11.2. The advance payment repayment security shall remain continuously valid throughout the term of the Contract and for an additional 2 months after the planned expiry of the Contract. If the term of the Contract is extended in accordance with the provisions of the

Contract, the Supplier shall extend the advance payment security accordingly and submit it to the Contracting Authority.

- 2.11.3. The advance payment repayment security shall be drawn up in accordance with Annex 3 to the Contract “Advance Payment Guarantee”:
- 2.11.3.1. the amount of the security shall be equal to the amount of the advance payment;
  - 2.11.3.2. the security provider shall undertake, without any objections or conditions, to pay the amount of the security to the Contracting Authority upon the Contracting Authority’s first demand;
  - 2.11.3.3. the security shall remain valid until the applicable deadline specified in Clause 2.11.2 of the Contract;
  - 2.11.3.4. the security shall also remain valid in the event of the Supplier’s insolvency or liquidation.
- 2.12. The Contracting Authority shall be entitled to use the security referred to in Clause 2.11 of the Contract for full or partial settlement of any justified monetary claim it has against the Supplier.
- 2.13. The Contracting Authority shall also be entitled to submit to the issuer of the security a demand for payment of the full amount of the security referred to in Clause 2.11 of the Contract in the following cases:
- 2.13.1. the Contracting Authority has validly withdrawn from the Contract in accordance with the provisions of the Contract due to an act or omission by the Supplier that is not compliant with the Contract;
  - 2.13.2. insolvency or legal protection proceedings, or proceedings equivalent thereto, have been initiated against the Supplier, or its liquidation has commenced;
  - 2.13.3. if, 5 (five) working days before expiry of the security referred to in Clause 2.11 of the Contract (where the term of the Contract has been extended in accordance with the provisions of the Contract), the Contractor has still not submitted to the Contracting Authority a new compliant security required to meet the requirements of Clause 2.11.3.3 of the Contract.

### **3. Procedure for Delivery and Acceptance of the Goods**

- 3.1. The Supplier shall deliver the Goods within no more than \_\_\_\_ (\_\_\_\_) months from the date on which the Contract is signed by both Parties.
- 3.2. The Certificate for delivery of the Goods shall be signed after Goods compliant with the provisions of the Contract have been delivered. The Supplier shall prepare the Certificate in two identical counterparts, one of which shall be retained by the Contracting Authority and the other by the Supplier.
- 3.3. If the Supplier is unable to deliver the Goods within the specified deadline due to objective reasons (evidence of such reasons must be submitted), the Contracting Authority may, on the basis of a written application from the Supplier, extend the specified deadline for delivery of the Goods by up to 30 (thirty) days.
- 3.4. The Supplier shall ensure delivery of the Goods during the Contracting Authority’s working hours (on working days from 8:30 to 17:00).
- 3.5. The Supplier shall ensure delivery and unloading of the Goods at the specified location at no additional charge;
- 3.6. The Supplier shall agree the specific delivery time for the Goods (by telephone or electronically) with the authorised person specified in the request 2 (two) working days before delivery of the Goods.
- 3.7. Before accepting the Goods, the Contracting Authority shall inspect the Goods within 10 (ten) working days and shall not accept them or sign the Certificate if the delivered Goods do not comply with the requirements of the Technical Specification. In such case, the Contracting Authority shall draw up a report on the identified non-conformities and submit it to the Supplier (by sending it to the email address specified in Clause 11.9 of the Contract), and the Supplier shall, at its own expense, remedy the identified deficiencies within 3 (three)

- working days after the date on which the report on the identified non-conformities is prepared. If the Goods have deficiencies that cannot be remedied, the Supplier shall deliver new Goods within 1 (one) month.
- 3.8. Together with the Certificate, the Supplier shall submit the operating instructions for the Goods in accordance with the provisions of the Technical Specification, in the original language and translated into Latvian. Document format – digital.
- 3.9. The Supplier shall ensure that the delivery, packaging and labelling of the Goods comply with the requirements of the laws and regulations in force in the Republic of Latvia.
- 3.10. The Contracting Authority shall be entitled not to accept the Goods from the Supplier and not to sign the Certificate if:
- 3.10.1. the Goods are not new or contain previously used components;
  - 3.10.2. the Goods do not comply with the applicable quality requirements or have other defects;
  - 3.10.3. the accompanying documents specified in the Contract have not been provided with the Goods (Clause 3.8 of the Contract);
  - 3.10.4. the Goods have not been placed in the manufacturer's original packaging or other packaging suitable for the format of the Goods.
- 3.11. Upon handover of the Goods, the Supplier shall inform the Contracting Authority of the specific features of use of the delivered Goods.
- 3.12. If the Parties disagree on the assessment of the quality of the Goods, the Parties shall be entitled to engage an independent expert whose opinion shall be binding on the Parties. If the Goods are found to be of proper quality, the costs of the expert opinion shall be borne by the Contracting Authority.
- 3.13. If the Supplier has failed to comply with the delivery deadlines for the Goods, the Contracting Authority shall prepare and send a written claim to the Supplier's authorised representative.
- 3.14. Delivery of the Goods shall be deemed completed when the Goods have been delivered and the certificate referred to in Clause 3.2 of the Contract has been signed by both Parties.
- 3.15. Title to the Goods and the related obligations shall pass to the Contracting Authority upon signature of the Certificate.
- 3.16. If, after acceptance of the Goods, the Contracting Authority establishes that Goods of inadequate quality and/or Goods not compliant with the provisions of the Contract have been delivered, the Contracting Authority's authorised representative or contact person shall send a Claim to the email address of the Supplier's authorised representative. The Supplier shall immediately remedy, at its own expense, the deficiencies and errors specified in the Claim. In the Claim, the Contracting Authority shall specify a deadline for remedying the deficiencies and errors, which may not exceed 3 (three) working days from the date on which the Claim is sent.
- 3.17. Goods delivered in inadequate quality or not compliant with the provisions of the Contract shall not be accepted or paid for until the identified deficiencies or errors have been remedied and the Goods have been accepted again in accordance with the provisions of the Contract.
- 3.18. The Supplier shall compensate the Contracting Authority for all losses incurred as a result of delivery of Goods of inadequate quality.

#### **4. Quality and Warranty of the Goods**

- 4.1. The Supplier warrants that the quality of the Goods complies with the standards of the Republic of Latvia and the European Union, other quality criteria for the Goods laid down in regulatory and technical documents, and the manufacturer's statements regarding the Goods.
- 4.2. The Supplier warrants and assumes responsibility for the Goods for a period of not less than \_\_\_\_\_ months (in accordance with the period specified in the tenderer's tender) from the date of signature of the Certificate.

- 4.3. During the warranty period, the Supplier shall ensure the manufacturer's warranty for the delivered Goods.
- 4.4. During the warranty period, the Supplier shall provide, free of charge, the technical maintenance prescribed by the manufacturer of the Goods (if applicable) and warranty repairs.
- 4.5. If, during the warranty period, any non-compliance of the Equipment with the quality requirements or any deficiencies are identified, the Contracting Authority shall prepare a written claim and submit it to the Supplier within 3 (three) working days after discovery thereof. The Contracting Authority shall send the Claim to the Supplier's email address specified in Clause 11.9 of the Contract. The Claim shall be deemed sent at the time the email is sent.
- 4.6. If the Supplier fails to remedy warranty defects in accordance with the procedure and within the deadline specified in the Contract, the Contracting Authority shall be entitled to engage other specialists to remedy such defects and to recover their costs from the Supplier by issuing the corresponding invoice. The Supplier shall pay the invoice in full.

## **5. Subcontractors**

- 5.1. The Supplier shall be entitled to engage a subcontractor in the performance of the Contract, subject to compliance with the Public Procurement Law, the provisions of the Contract and the requirements of other laws and regulations.
- 5.2. The Supplier shall assume full responsibility for performance of the Contract and shall ensure that each subcontractor complies with all provisions of the Contract.
- 5.3. During the term of the Contract, replacement of the personnel and subcontractors specified in the tender submitted for the Tender, and engagement of additional personnel and subcontractors in the performance of the Contract, may be carried out only with the prior written consent of the Contracting Authority. The Supplier shall notify the Contracting Authority in writing of any planned replacement of personnel or a subcontractor or engagement of new personnel or a subcontractor in the performance of the Contract.
- 5.4. If the Supplier intends to replace a subcontractor whose capabilities it relied upon when submitting its tender for the Tender, the Supplier shall attach to its request for replacement of the subcontractor documents demonstrating that the new subcontractor complies with the requirements of the Tender to the extent that the Supplier relied on the capabilities of the subcontractor to be replaced in its tender.
- 5.5. With regard to a new subcontractor proposed by the Supplier to replace a subcontractor whose capabilities the Supplier relied upon when submitting its tender for the Tender, and a subcontractor to whom the Supplier intends to award at least EUR 10,000.00 of the total Contract Price, the Contracting Authority shall verify compliance with the exclusion grounds laid down in Section 42 of the Public Procurement Law as at the date on which the Contracting Authority receives the relevant written application from the Supplier.
- 5.6. The Contracting Authority shall decide whether to approve or refuse the proposed replacement of a subcontractor or engagement of a new subcontractor in the performance of the Contract no later than five working days after receiving from the Supplier all information and documents required for the decision, and shall notify the Supplier thereof in writing.
- 5.7. The Contracting Authority shall refuse the engagement in the performance of the Contract of a new subcontractor to whom at least EUR 10,000.00 of the total Contract Price is intended to be awarded, or the replacement of a subcontractor whose capabilities the Supplier relied upon when submitting its tender for the Tender, in the cases specified in Section 62 of the Public Procurement Law. The Contracting Authority shall verify compliance of the subcontractors referred to in this Clause with the exclusion grounds laid down in Section 42 of the Public Procurement Law as at the date on which the Contracting Authority receives the relevant written application from the Supplier.
- 5.8. The Supplier shall coordinate the activities of its subcontractors and shall assume full responsibility for the quality and timeliness of performance of the Services provided by

subcontractors, compliance with the provisions of the Contract and other matters related to performance of the Contract.

5.9. The Supplier shall assume full responsibility for settlements with its engaged subcontractor, including in the event of the Supplier's insolvency proceedings.

5.10. The Contracting Authority shall not be liable for delayed payments or failure by the Supplier to make payments to its engaged subcontractor.

## **6. Rights and Obligations of the Parties**

6.1. Obligations of the Supplier:

6.1.1. at the request of the Contracting Authority, provide a report on performance of the obligations under the Contract within 1 (one) working day;

6.1.2. guarantee confidentiality and professional secrecy to the Contracting Authority – not disclose to third parties, without the Contracting Authority's consent, information obtained during performance of the Contract, except where such information is requested by State control/supervisory authorities or law enforcement authorities in the cases prescribed by laws and regulations;

6.1.3. immediately inform the Contracting Authority in writing of any circumstances that prevent performance of the obligations under the Contract within the deadline and to the quality specified in the Contract;

6.1.4. after receipt of a written claim from the Contracting Authority, ensure that the identified deficiencies and/or non-conformities are remedied within the deadline specified by the Contracting Authority;

6.2. Rights of the Supplier:

6.2.1. receive from the Contracting Authority all information necessary for performance of the obligations under the Contract;

6.2.2. request and receive payment in accordance with the procedure, amount, deadline and quality requirements specified in the Contract.

6.3. Obligations of the Contracting Authority:

6.3.1. provide the Supplier with all information necessary for proper performance of the obligations under the Contract;

6.3.2. provide timely notice of any circumstances that may prevent the Supplier from performing the obligations under the Contract;

6.3.3. make payment in accordance with the procedure specified in the Contract.

6.4. Rights of the Contracting Authority:

6.4.1. request and receive performance of the Contract from the Supplier in accordance with the procedure, scope, deadline and quality requirements specified in the Contract;

6.4.2. submit a claim regarding performance of the Contract, including refuse to sign the Certificate if it does not comply with the requirements of the Contract;

6.4.3. receive information and explanations from the Supplier regarding the progress of performance of the Contract and other matters relating to performance of the Contract;

6.4.4. before signing the Certificate, raise objections regarding the contents of the Certificate submitted by the Supplier and the quality of performance of the Contract.

## **7. Financial Liability of the Parties**

7.1. If the Contracting Authority fails to comply with the payment deadline specified in the Contract in accordance with the provisions of the Contract, the Supplier shall be entitled to claim from the Contracting Authority a contractual penalty of 0.1% (one tenth of one percent) of the amount not paid by the due date for each day of delay, but not more than 10% of the amount not paid by the due date. The Contracting Authority shall pay the contractual penalty within 10 working days after receipt of the Supplier's invoice.

7.2. If the Supplier fails to comply with the delivery deadline for the Goods specified in the Contract, the Contracting Authority shall be entitled to calculate a contractual penalty payable by the Supplier in the amount of 0.1% of the Contract Price for each day of delay,

- but not more than 10% of the Contract Price. The Supplier shall pay the contractual penalty within 10 working days from the date on which the Contracting Authority's invoice is sent.
- 7.3. If the Supplier has delivered Goods of inadequate quality in respect of which a written Claim has been sent, the Contracting Authority shall be entitled to calculate a contractual penalty payable by the Supplier in the amount of EUR 500.00. The Supplier shall pay the contractual penalty within 10 working days from the date on which the Contracting Authority's invoice is sent.
- 7.4. If the Supplier has breached the obligation specified in Clause 6.1.5 of the Contract, the Contracting Authority shall be entitled to calculate a contractual penalty payable by the Supplier in the amount of EUR 500.00. The Supplier shall pay the contractual penalty within 10 working days from the date on which the Contracting Authority's invoice is sent.
- 7.5. In the event of disclosure of confidential information by a Party, its employees, an engaged subcontractor or its personnel, the other Party shall be entitled to claim a contractual penalty of EUR 100.00 for each occurrence. The Party shall pay the contractual penalty within 10 working days from the date on which the relevant invoice is sent.
- 7.6. If the Supplier unilaterally terminates the Contract, except in the cases specified in Clause 9.9 of the Contract, the Contracting Authority shall be entitled to calculate a contractual penalty payable by the Supplier in the amount of 10% of the Contract Price. The Supplier shall pay the contractual penalty within 10 working days from the date on which the Contracting Authority's invoice is sent to the Supplier.
- 7.7. Upon termination of the Contract in the cases specified in Clause 9.8, the Contracting Authority shall be entitled to calculate a contractual penalty payable by the Supplier in the amount of 10% of the Contract Price. The Supplier shall pay the contractual penalty within 10 working days from the date on which the Contracting Authority's invoice is sent to the Supplier.
- 7.8. If, within a project financed by a foreign financial instrument, a financial correction is imposed in connection with the Supplier's breach of the Contract consisting of a prohibited agreement with market participants, thereby coordinating participation in the submission of tenders and eliminating or distorting competition, the Contracting Authority shall be entitled to calculate losses in the amount of the financial correction imposed on the Contracting Authority.
- 7.9. If the Supplier has caused losses to the Contracting Authority as a result of failure to comply with the deadlines specified in the Contract or delivery of Goods and/or provision of Services of inadequate quality, the Supplier shall compensate such losses in full.
- 7.10. Payment of a contractual penalty shall not release the Parties from performance of their obligations.
- 7.11. The Contracting Authority shall be entitled, by way of set-off, to reduce the amount payable by the amount of the contractual penalty calculated for the Supplier in accordance with the procedure specified in the Contract.
- 7.12. The Parties shall be liable for losses caused to the other Party and undertake to reimburse all expenses and losses incurred by the other Party as a result of the relevant Party's act or omission in connection with non-performance or improper performance of the obligations under the Contract.
- 7.13. The Contracting Authority shall be entitled to disclose information relating to the Contract to third parties for the purpose of recovering payments arising from the Contract, as well as where required by laws and regulations.

## **8. Force Majeure**

- 8.1. Force majeure means the occurrence of extraordinary circumstances that could not have been foreseen, prevented or influenced and for the occurrence of which the Parties are not responsible, namely natural disasters, acts of war, acts of terrorism, blockades, actions of State and local government institutions and laws and regulations, decisions and orders adopted by them, civil unrest and other extraordinary events. In order for such events to be regarded as

force majeure circumstances, the Parties shall request confirmation thereof from another competent and independent authority.

- 8.2. The Parties shall be entitled to extend the term for performance of the Contract by the period during which the force majeure circumstances continue, provided that the affected Party notifies the other Party of its inability to perform its obligations due to force majeure within at least three working days from the occurrence of the force majeure circumstances or as soon as notification becomes possible.
- 8.3. A Party shall lose the right to rely on force majeure circumstances if it has failed to comply with the conditions of Clause 8.2 of the Contract.
- 8.4. If performance of the Contract is delayed due to force majeure for more than thirty days, either Party shall be entitled to terminate the Contract unilaterally by giving the other Party five working days' prior written notice.
- 8.5. If the Contract is terminated due to force majeure circumstances, neither Party shall be entitled to claim compensation from the other Party for losses incurred by the Parties as a result of the force majeure circumstances.

## **9. Term, Amendments and Termination of the Contract**

- 9.1. The Contract shall enter into force on the date of its signature. The Contract shall remain in force for 12 months from the date on which it enters into force.
- 9.2. The Parties may agree in writing to extend the term specified in Clause 9.1 of the Contract if the deadline for delivery of the Goods specified in Clause 3.1 of the Contract has been extended in accordance with the procedure specified in the Contract.
- 9.3. Amendments to the Contract shall be valid only if made in writing and signed by both Parties.
- 9.4. The Contracting Authority shall be entitled to amend the Contract in accordance with Section 61 of the Public Procurement Law, without changing the overall nature, type and purpose of the Contract, where the amendments fall within one of the following cases:
  - 9.4.1. the amendments are non-substantial;
  - 9.4.2. the amendments are substantial and are made in the cases specified in Section 61, Paragraph three of the Public Procurement Law;
  - 9.4.3. the amendments are made in the case specified in Section 61, Paragraph five of the Public Procurement Law, irrespective of whether they are substantial or non-substantial.
- 9.5. The Parties may terminate the Contract before expiry of its term by mutual written agreement.
- 9.6. The Contracting Authority shall be entitled to terminate the Contract unilaterally without the Supplier's consent if:
  - 9.6.1. the Supplier has knowingly provided false information to the Contracting Authority, failed to comply with the principles of fair commercial practice or competition, or intentionally committed other unlawful acts;
  - 9.6.2. the Supplier has caused losses to the Contracting Authority;
  - 9.6.3. circumstances arise that objectively prevent or will prevent the Supplier from continuing performance of the Contract in accordance with the provisions of the Contract or that adversely affect the Contracting Authority's rights arising from the Contract;
  - 9.6.4. the Supplier has been found to have obtained an advantage restricting competition in the procurement procedure, and the Supplier or a legal entity related thereto has participated in preparation of the procurement procedure in accordance with Section 18, Paragraph four of the Public Procurement Law;
  - 9.6.5. the Supplier has, by a decision of a competent authority or a court judgment, been found guilty of or liable for payment of a fine in connection with an infringement of competition law consisting of a horizontal cartel agreement, except where the relevant authority, upon establishing the infringement of competition law, has exempted the Supplier from a fine or reduced the fine due to cooperation under a leniency programme;

- 9.6.6. it is established that, during performance of the Contract, the Supplier has entered into transactions with a natural or legal person subject to international or national sanctions, or sanctions imposed by a Member State of the European Union or the North Atlantic Treaty Organization that materially affect the interests of the financial and capital markets;
- 9.6.7. cases are identified in respect of the Supplier under Article 5k(1) of Council Regulation (EU) 2022/576 of 8 April 2022 amending Council Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, which are attributable to an entity referred to in point (a) or (b) of Article 5k(1) of that Regulation, acting on behalf of or at the direction of such entity, including subcontractors, suppliers or entities whose capacities are being relied on within the meaning of the public procurement directives, where they account for more than 10% of the contract value (this also applies to the Supplier's structural units and branches and to persons authorised to represent them, including members of management boards and supervisory boards, beneficial owners, etc.);
- 9.6.8. the Contract cannot be performed because, during performance of the Contract, international or national sanctions or sanctions imposed by a Member State of the European Union or the North Atlantic Treaty Organization (NATO) that materially affect the interests of the financial and capital markets have been applied (Section 11.1, Paragraph three of the Law on International Sanctions and National Sanctions of the Republic of Latvia);
- 9.6.9. it is established that the Supplier uses goods and services originating in the Russian Federation or the Republic of Belarus in performance of the Contract;
- 9.6.10. insolvency proceedings have been declared in respect of the Supplier, implementation of legal protection proceedings has been declared, liquidation of the Supplier has commenced, or its economic activity has been suspended;
- 9.6.11. force majeure circumstances occur;
- 9.6.12. in the case specified in Clause 6.4.6 of the Contract.
- 9.7. The Supplier shall be entitled to terminate the Contract unilaterally without the Contracting Authority's consent if:
- 9.7.1. the Contracting Authority has failed to make the specified payments within the deadline specified in the Contract and the delay in payment exceeds 30 days;
- 9.7.2. force majeure circumstances occur.
- 9.8. Upon termination of the Contract in the cases specified in Clauses 9.6.1–9.6.2 and 9.6.4–9.6.9, the Contracting Authority shall be entitled to calculate a contractual penalty payable by the Supplier, and the Supplier shall compensate the Contracting Authority for the losses incurred.
- 9.9. Upon termination of the Contract in the cases specified in Clauses 9.6.3, 9.6.10–9.6.12 and 9.7.2, neither Party shall be entitled to claim a contractual penalty from the other Party, claim compensation for losses, or request compensation for any type of losses arising in connection with early termination of the Contract.
- 9.10. In the cases specified in the Contract, the Contract shall be deemed terminated on the seventh day after the date on which the Parties' notice of termination of the Contract (registered letter) is posted, or on the second day if the notice is signed with a secure electronic signature.

## **10. Data Protection and Confidentiality Provisions**

- 10.1. Within the framework of the Contract, the Parties shall process all personal data solely for the purpose of performance of the Contract and only to the extent necessary to ensure performance of the Contract concluded between the Parties, in accordance with the principle of data minimisation.

- 10.2. The Parties shall implement all necessary technical and organisational security measures, including any additional measures required to ensure that personal data transferred by the Parties in the course of performance of the Contract are not accidentally or unlawfully destroyed, lost or damaged, disclosed to third parties, misused or otherwise processed in a manner contrary to the legislation on personal data protection in force during the term of the Contract.
- 10.3. At the request of the Contracting Authority, the Supplier shall report and demonstrate that it complies with the requirements of the legislation on personal data protection and the obligations specified in the Contract.
- 10.4. The Parties shall comply with the requirements of the legislation on personal data protection.
- 10.5. During the term of the Contract and after its performance, the Parties undertake, without the prior written consent of the other Party, not to disclose, disseminate or otherwise transfer to third parties any confidential information that has come into their possession, not to use it for their own personal interests, and to ensure that it is not directly or indirectly accessible to third parties, unless otherwise provided by laws and regulations.
- 10.6. Confidential information and information not subject to disclosure shall include any existing financial, economic, legal or other information, whether oral or written, textual or visual, that is transferred to or becomes known to the Parties during performance of the obligations under the Contract.
- 10.7. The confidentiality provisions shall apply to written, oral and electronic information and to any other information, irrespective of the manner, time and place of its transfer. The confidentiality obligation referred to herein shall be of unlimited duration.
- 10.8. The Supplier shall ensure compliance with the confidentiality provisions also by its subcontractors and any third parties engaged by the Supplier in performance of the Contract.
- 10.9. A Party shall reimburse any costs (including reasonable legal fees), losses, fines and expenses incurred by the other Party as a result of a breach of the Contract relating to compliance with the confidentiality provisions or personal data protection, including a breach of applicable personal data protection legislation.

## **11. General Provisions**

- 11.1. The Parties shall resolve all disputes and disagreements arising in connection with performance of the Contract through mutual negotiations. If the Parties are unable to reach an agreement, the dispute shall be submitted to a court of the Republic of Latvia having jurisdiction over the Contracting Authority and shall be adjudicated in accordance with the laws and regulations in force in the Republic of Latvia
- 11.2. In case of dispute, the Latvian text of the Agreement shall be taken into account.
- 11.3. All written correspondence shall be deemed received on the seventh day after the letter is posted or on the relevant working day if sent to the email addresses specified by the Parties on working days between 8:00 and 17:00.
- 11.4. If any provision of the Contract ceases to have legal effect, this shall not invalidate the remaining provisions.
- 11.5. The Parties shall notify each other of any change in legal status, registered or correspondence address and bank details, any reorganisation or liquidation, declaration of insolvency proceedings or declaration of implementation of legal protection proceedings within five working days by sending a registered notice, which shall become an integral part of the Contract.
- 11.6. If either Party is reorganised, the Contract shall remain in force and its provisions shall be binding on the successors to the obligations and rights of the Parties.
- 11.7. The section headings of the Contract are used solely for ease of reference and may not be used for interpretation of the provisions of the Contract.
- 11.8. The Contract contains the entire agreement between the Parties. The Parties have familiarised themselves with its contents and agree to all of its clauses, as evidenced by signing the Contract.
- 11.9. The Parties agree that matters relating to performance of the Contract (sending the Request, preparing a defect report and claims, submitting delivery notes for payment, signing and

- submitting the Certificate, monitoring the Contract Price, the deadlines for performance of the Contract and the procedure for performance of the Contract, etc.) shall be handled by:
- 11.9.1. on behalf of the Contracting Authority – (given name, surname, position, telephone No., email address);
  - 11.9.2. on behalf of the Supplier – (given name, surname, position, telephone No., email address).
- 11.10. The Contract has been prepared in Latvian. The Contract consists of:
- 11.10.1. the main text of the Contract;
  - 11.10.2. Annex 1 to the Contract “Technical Specification – Technical Tender”;
  - 11.10.3. Annex 2 to the Contract “Financial Tender”;
  - 11.10.4. Annex 3 to the Contract “Advance Payment Guarantee”.
- 11.11. The representatives of the Parties shall sign the Contract with a secure electronic signature containing a time stamp. The date of signing the Contract shall be the date of the last secure electronic signature affixed and its time stamp. A version of the Contract signed by all Parties shall be available to the Parties.

## **12. Details and Signatures of the Parties**

## ADVANCE PAYMENT GUARANTEE

*[on the letterhead of the bank or insurance company]*

To: **Riga Technical University**, registration No. 90000068977, 6A Kipsalas Street, Riga, LV-1658

Date, place

Whereas [name, registration No. and address of the Supplier under the Contract] (hereinafter – the Supplier), pursuant to Contract No. \_\_\_\_\_ dated \_\_\_\_\_ 20\_\_\_\_ for the supply and installation of an automated wafer-level electro-optical millimetre-wave silicon photonics testing workstation (procurement identification No. RTU 2026/14-3) (hereinafter – the Contract), wishes to receive an advance payment in the amount of EUR \_\_\_\_\_, (\_\_\_\_\_ euro and \_\_\_\_\_ cents) (the amount shall be determined in accordance with the provisions of the Contract).

We, [name, registration No. and registered address of the bank or licensed insurance company] (hereinafter – the Security Provider), irrespective of the legal validity of the above Contract and waiving any right of objection, hereby undertake, within 10 working days, to repay to the Contracting Authority an amount not exceeding EUR \_\_\_\_\_ (\_\_\_\_\_) upon receipt of your first written demand signed by your authorised representative stating that the Supplier has failed to perform its obligations under the said Contract, without any objection, in respect of any amount or amounts up to the amount of the guarantee. You shall not be required to prove or substantiate or provide reasons for your demand, and the Supplier shall not be entitled to challenge such demand.

The guarantee shall remain valid until \_\_\_\_\_ 20\_\_\_\_ (term of the Contract + 2 months), and all claims by the Contracting Authority must be submitted before expiry of the said validity period of the guarantee.

Any demand under this guarantee must be submitted to the Security Provider no later than the last day of the guarantee period specified above.

This guarantee has been drawn up in two counterparts, one of which shall be received by the Contracting Authority and the other by the Security Provider.

This guarantee shall be subject to the Uniform Rules for Demand Guarantees approved by the International Chamber of Commerce, Publication No. 758 (“ICC Uniform Rules for Demand Guarantees No. 758”, ICC Publication No. 758). Claims and disputes relating to the guarantee shall be adjudicated by a court of the Republic of Latvia.

For and on behalf of the bank or insurance company

Position, signature, printed name, seal

\* The Supplier may submit the guarantee in a different form. The issued guarantee must include all material elements of the guarantee (surety) specified in this form.

\*\* Subject to the provisions of the Contract regarding cases in which the term of the advance payment guarantee must be extended.