CONFIRMED at the meeting of the procurement commission of the Institute of Mathematics and Informatics, University of Latvia
on February 15 2024
Protocol no. 15.02.2024/04-2

Supply of telecommunications services gateways for ID Quantique Cerberis quantum key operation integration with VPN IPSec quantum encryption keys

Public tender
REGULATIONS

2024

Riga

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1. GENERAL INFORMATION

1.1 Procurement identification number and type of procurement procedure

Identification number LU MII 2024/04 has been assigned to the procurement.
The type of procurement procedure is **a public tender** (hereinafter referred to as Tender) in accordance with the Law on Public Procurement.
The Regulations are drawn up in Latvian and English. In case of inconsistencies, the version of the Regulations in Latvian has the upper hand.

1.2 The customer

Institute of Mathematics and Informatics of the University of Latvia (abbreviated as LU MII)
Address: Raina bulvāris 29, Riga, LV–1459, Latvia
VAT reg. No. LV90002111761

Supplier – a natural or legal person, an association of such persons in any combination that offers telecommunications services gateways and their software to the market.
Applicant – Supplier who has submitted an offer.
Contractor – the Applicant who won the Tender, with whom the procurement contract was concluded.

1.3 Procurement procedure management

1.3.1 The development of the Tender regulations(hereinafter referred to as the Regulations) and the evaluation of offers are carried out by the Tender commission established by the Customer (hereinafter referred to as the Commission), which was established by order of the Director of LU MII of October 11, 2023 No. 28-v.
1.3.2 The rights and obligations of the Commission are described in Section 5 of the Regulations.
1.3.3 The exchange of information between the Commission and the interested Supplier and the Applicant takes place electronically, in accordance with the procedure specified in the Regulations. Electronic communication is considered official if it is signed by an electronic signature in accordance with the requirements of the Law on Electronic Documents or a scanned copy of a document prepared on paper and personally signed in PDF format. The customer has the right to demand presentation of original documents.
1.3.4 Contact person of the Commission– Mārtiņš Opmanis, tel. +371 26136416, e-mail: iepirkumi@lumii.lv.

1.4 Procedure for receiving the regulations

1.4.1 The Regulations, amendments to the Regulations and answers to the questions of interested Suppliers are freely and electronically available in the Electronic Procurement System (hereinafter - EIS) https://www.eis.gov.lv/EKEIS/Supplier/. The interested Supplier can register as a recipient of the Regulations in the EIS e-tendering subsystem in the Tender section, if it is registered in the EIS as a supplier.
1.4.2 Information on how the interested supplier can register as a recipient of the Regulations can be found at https://www.eis.gov.lv/EIS/Publications/PublicationView.aspx?PublicationId=883 .
1.4.3 Applicants can familiarize themselves with the Regulations and download them until the deadline for submission of offers mentioned in the Article 1.5.2.
1.4.4 It is the Applicant's responsibility to follow the additional information provided by the Commission, which is published in the Customer's buyer profile, where the Regulations are published.

1.5 Place, time and procedure for submission and opening of the offer

1.5.1 Offers must be submitted electronically in the EIS www.eis.gov.lv e-tenders subsystem, using the tools offered by the EIS e-tenders subsystem, by filling in the forms placed in the section of the Tender documents.

1.5.2 The offer can be submitted until the submission deadline specified in the "Procurement deadlines" section of the website https://www.eis.gov.lv/EKEIS/Supplier/Procurement/115712 . No offers will be accepted after this deadline. The documents included in the offer must be prepared in Latvian or English.

1.5.3 Offers submitted outside the EIS e-tendering subsystem will not be accepted.

1.5.4 Submitted offers will be opened in the EIS e-tenders subsystem 4 (four) hours after deadline specified in the the Article 1.5.2. Applicants can follow the process of opening of submitted offers online in the EIS e-tenders subsystem.

1.5.5 The Commission examines and evaluates offers in closed meetings.

1.6 Restrictions on the participation of applicants

1.6.1 An offer can be submitted by any natural or legal person, or an association of such persons in any combination, which complies with 28.07.2015. Cabinet of Ministers Regulations No. 442 "Procedure in which compliance of information and communication technology systems with minimum security requirements is ensured" and which has submitted a procurement procedure offer in accordance with the requirements of the Article 1.5 of the Regulations.

1.6.2 If the Applicant is an association of suppliers, the offer shall be accompanied by an agreement on the submission of a joint offer signed by all members of the association, which stipulates that all members of the association are jointly and severally responsible for the fulfillment of the procurement contract, and the main participant is named, who is authorized to sign the application for participation in the Tender, price offer and other documents, receive and issue orders on behalf of the members of the association, and with which all payments will be made. The agreement document must specify the part of work to be performed by each member of the supplier association in the fulfillment of the procurement contract, additionally specifying the amount of work to be performed by each member of the supplier association in percentage.

1.6.3 The Commission has the right to exclude the Applicant from the Tender if inconsistencies or deficiencies in the offer are found, including the Applicant's declarations (Annex B) and the uncertainty cannot be eliminated by clarifications.

1.7 Providing additional information

1.7.1 Requests for additional information and questions must be submitted in the EIS e-tenders subsystem in the Customer's buyer profile in the Tender section.

1.7.2 If the Supplier has timely asked a question or requested additional information, the Commission will provide it in accordance with the Article 5.3 of the Regulations.

2 INFORMATION ABOUT THE SUBJECT OF THE AGREEMENT

2.1 Contract

- delivery of telecommunications services gateways for the needs of LU MII in accordance with the technical specification,
- providing a one-year warranty.

Title	CPV code
Network equipment	32420000-3
Gateway software package	48219100-7

The procurement is implemented within the framework of *the Digital Europe 2021-2022* instrument co-financed project " Deploying *advanced national QCI systems and networks* " , No. 101091559 - LATQN.

2.2 Scope of the contract

2.2.1 The planned procurement volume (hereinafter referred to as Product) is specified in Annex A ("Technical Specification").

2.3 Time and place of fulfillment of the contract

2.3.1 The delivery of the Product specified in the technical specification must be ensured no later than within 90 (ninety) calendar days from the date of mutual signing of the procurement contract.

2.3.2 Place of delivery of the Product – Raina blvd. 29, Riga, LV–1459, Latvia.

2.4 Payment procedure

2.4.1 The customer shall make the payment for the delivery of the Product after a mutually signed acceptance - transfer act within 10 (ten) working days after receiving the issued invoice.

2.5 Quality requirements

2.5.1 The Product must not be previously used, it must not contain used or refurbished components. Goods of the same name must be identical.

2.5.2 The offered goods must be delivered in the manufacturer's factory packaging.

2.5.3 The product must meet all the technical requirements set out in Annex A of the Regulations (Technical Specification).

2.5.4 The product must be able to cooperate with the following equipment of the manufacturer "ID Quantique" owned by the Customer:

2.5.4.1 Cerberus XG-P2P-1551-12

2.5.4.2 Clavis XG-P2P-1551-24

2.6 Warranty claims

2.6.1 The product must be offered with the manufacturer's warranty specified in the Applicant's offer, which is included in the offer price.

2.6.2 The warrantee must take effect from the day of signing the transfer-acceptance act of the Product.

2.6.3 The following must be provided during the warranty period:

- equipment repair or replacement with an equivalent one,
- technical consultations,
- delivery of updates.

2.6.4 During the warranty period, the Contractor acts as an intermediary between the Product manufacturer and the Customer, who represents the Product and its software license holder in communication with the manufacturer.

2.7 Equivalents

2.7.1 If the technical specification of the Regulations indicates the production of a specific manufacturer or indications of a specific origin, a special process that characterizes only the goods, brand, patents or specific types of goods of a specific supplier, the Applicant can offer equivalent goods, stating them in the offer and supplementing the offer with documentation that justifies the fact that the offered goods are equivalent to those specified in the Regulation.

2.7.2 As part of the Tender, software and hardware is considered to be equivalent to the requested one both in terms of functionality and technical capabilities, as well as from the point of view of the user and programmatic interface (API – *Application Programming Interface* , file formats, records, etc.). The proposed software must also be economically equivalent to the costs that would be incurred during the implementation and use of the software.

2.7.3 Functionality is considered equivalent even if the offered software and hardware is more extensive than the requested (while including the functionality of the requested software and hardware in full).

2.7.4 In the event that equivalent software is offered, the Applicant must provide training for all employees in the use of this software, including in the price of the offer all costs related to the implementation of the software, integration into the existing system, licensing, and other possible expenses during the warranty period of the Product.

3 CONTENT AND FORM OF THE OFFER

3.1 Requirements for offer variants

3.1.1 The Applicant may submit only one variant of the offer.

3.2 General proposal design requirements

3.2.1 The offer must be submitted electronically in the EIS e-tenders subsystem, using the tools offered by the EIS e-tenders subsystem, by filling in the forms placed in the e-tenders subsystem of the said system in the Tender section.

3.2.2 The electronically prepared offer can be encrypted with data protection tools (protected with an electronic key and password). In this case, the Applicant is responsible for the possibilities of opening and reading the document - the Applicant must provide the Commission with a valid electronic key and password for opening the encrypted document within the specified time (no later than 15 minutes after the opening of offers).

3.2.3 Documents to be submitted:

No. pk	Requirement	Document to submit*
I	**In general**	
1.	Technical offer according to the form published in the EIS e-tenders subsystem in the Tender section	In accordance with the attached form of Annex A (“Technical Specification”). A detailed description of the offered goods must be provided in accordance with the parameters requested in the technical specification and the requirements applied to them, indicating the manufacturer and model of the goods, or other data that allows the identification of the goods.
2.	Applicant's application for participation in the Tender in accordance with the form published in the EIS e-tenders subsystem in the Tender section	In accordance with the form attached as Annex B (“Applicant's Sample Application”). The application form must

No. pk	Requirement	Document to submit*
		be filled in without any corrections or deletions.
3.	Certificate of legal capacity and legal capacity of the Applicant	The Commission will verify the registration of Applicants registered in the Republic of Latvia in accordance with the requirements of regulatory acts in the Enterprise Register database. The Applicant registered in a foreign country must submit a document issued by the competent institution of the relevant country or a copy of it, which confirms that the Applicant has the legal capacity to act and the legal capacity to conclude a procurement contract and that the Applicant is registered in accordance with the requirements of the regulatory acts of that country. If there is none (the regulatory framework of the country of registration does not provide for the issuance of a registration certificate), then submit information on the Applicant's registration number and registration date, as well as indicate the competent authority in the country of registration, which can certify the fact of registration if necessary.
4.	The Applicant's representative who signed the Tender documents has the right of representation (signature). If the Applicant is a supplier association and the right of representation is not reserved in the company agreement or a power of attorney has not been issued, the original of the application for participation in Procurement must be signed by a representative with the right of representation of each person included in the supplier association.	The Commission will check the right of representation (signature) of the representative of the Applicant registered in the Republic of Latvia who has signed the offer documents in the database of the Enterprise Register. In other cases, a document confirming the right of representation (signature) of the Applicant's representative, who signs the application documents, must be submitted.
5.	Certificate of the Applicant's true beneficiaries (for the foreign applicants)	The Applicant submits a statement from the relevant competent institution of the foreign country or another document that certifies the beneficiaries of the Applicant's true benefits.
6.	If the Applicant is a person registered or permanently residing abroad, he/she has certified the absence of exclusion conditions referred in the Articles 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, 13 and 14 of the Section 42, Part Two, of the Law on Public Procurement (hereinafter referred to as PIL).	The Applicant submits a certificate or other document from the competent authority of the relevant foreign country, which confirms the absence of exclusion conditions referred in the Articles 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, 13 and 14 of the Section 42, Part Two, of the PIL. The Commission accepts and recognizes certificates and other documents issued by foreign competent institutions, if they were

No. pk	Requirement	Document to submit*
		issued no earlier than six months before the date of submission, if the issuer of the certificate or document has not specified a shorter period of validity. Regarding the Applicant registered in the Republic of Latvia, the Commission will carry out the inspection in accordance with the procedure established by the PIL.
7.	Price offer according to the form published in the EIS e-tenders subsystem in the Tender section	The Applicant submits a price offer in accordance with the form specified in Annex C ("Sample price offer") published in the EIS e-tenders subsystem in the section of the Tender document, by filling in the relevant fields of the price offer form. In the price offer, the Applicant indicates the prices in EUR with no more than 2 decimal places. In the offered product prices, the Applicant includes: - the value of the offered item, - all state and local government taxes and fees, excluding value added tax (VAT), - other costs resulting from the technical specification and related to the fulfillment of the contract and the warranty of the goods, - all possible risks related to market price fluctuations during the planned fulfillment of the procurement contract.
8.	Certificate of conformity of the Product to the European Union market	Submitted Product manufacturer's statement that the Product is intended for use on the European Union market.
9.	Certificate of financial capacity	The Applicant's average financial turnover (EUR without VAT) during the last 3 (three) completed financial years (the completed financial year is considered to be the year for which the annual report has been drawn up and approved in accordance with the procedures specified in the Regulations) is at least 2 (two) times higher than the contract price (exl. VAT) offered in the Tender. The Applicant, founded later, certifies the financial turnover for the time worked. If the Applicant was founded later, then the Applicant's financial turnover must meet the above requirement in a shorter period of time. By setting this requirement, the Customer reduces the risk, thereby ensuring that the Applicant has sufficient financial capacity to fulfill the

No. pk	Requirement	Document to submit*
		procurement contract. The Applicant must submit a written estimate of financial turnover. In order to check the information, the Customer has the right to request an approved profit or loss calculation for each specified financial year.
II	**The documents listed below must be submitted to the Applicant only in certain cases**	
1.	If the Applicant intends to involve subcontractors in the fulfillment of the contract, then it indicates all subcontractors whose services are worth at least EUR 10,000 and the parts of the Procurement Contract to be transferred to them .	The Applicant submits a completed list of subcontractors in Annex E, adding the subcontractor's confirmation that, if the Applicant is awarded the contract, it will participate in the fulfillment of the contract to the extent specified.
2.	If, in the fulfillment of a specific contract, the Applicant relies on the economic and financial capabilities of other persons, regardless of the legal nature of the mutual relations, then these persons are jointly and severally responsible for the fulfillment of the procurement contract.	Information according to Annex B of the Regulations. A written statement or agreement of the person on whose technical and professional capabilities the Applicant relies on participation in the Procurement, as well as a statement or agreement to place at the disposal of the Applicant the resources necessary for the fulfillment of the Procurement Contract in the event that a Procurement Contract is concluded with the Applicant, indicating what resources and in what manner they will be transferred For the fulfillment of the procurement contract.
3.	If the offer is submitted by an association of suppliers, the application documents are signed in accordance with the terms of the mutual agreement between the suppliers. Within 15 working days after receiving the notification on the award of the Procurement Contract, the supplier association must, of its choice, establish itself according to a certain legal status or enter into a company agreement	An agreement concluded between the members of the supplier association, signed in such a way that the agreement is legally binding for all members of the association. The agreement shall include the following information: – the purpose of establishing the supplier association and the term of validity of the agreement; – the expected part of the Procurement Contract, rights and obligations of each member of the association; – information about the leading member of the supplier association; – power of attorney for a member or a person entitled to act on behalf of all members of the personal association in Procurement; confirmation that within 15 working days after receiving the notification on the award of the Procurement Contract and after the decision on the award of the

No. pk	Requirement	Document to submit*
		Procurement Contract enters into force, the supplier association will establish itself according to a certain legal status or conclude a partnership agreement. If the foreign Applicant is an association of persons or a partnership, all specified documents for each member of this association must be attached to the offer.
III	**European Single Procurement Procedure Document (EVIPD)**	
	The Commission accepts the European single procurement procedure document as initial evidence of compliance with the Applicant selection requirements specified in the contract notice or procurement procedure documents. If the Applicant has chosen to submit a single European procurement procedure document to certify that it meets the requirements for the selection of Applicants specified in the contract notice or procurement procedure documents, it shall also submit this document for each person whose capabilities the Applicant relies on to certify that their qualifications meet in the notice of the requirements specified in the contract or procurement procedure documents, and for the subcontractor specified by it, the value of the services to be provided is at least EUR 10,000. The supplier association submits a separate European single procurement procedure document for each of its members.	If the Applicant has chosen to submit an EVIPD to certify that it meets the specified selection requirements, it shall also submit this document for each person on whose capabilities it is based in order to certify that its qualifications meet the requirements specified in the notice of the Procurement Contract or in the Procurement Documents, and for the subcontractor specified by it, whose value of the construction works to be performed or the services to be provided is at least EUR 10,000. The association of persons submits a separate EVIPD for each of its members. The Applicant can submit to the Customer an EVIPD that has been submitted in another procurement procedure, if it confirms that the information included in it is correct [1]. The Commission acts in accordance with the procedures specified in Article 49 of the PIL.

* The Applicant may not make changes to the structure of the forms published in the EIS e-tenders subsystem in the Tender documents section, including deletion or adding rows or columns.

3.2.4 When preparing an offer, the Applicant observes that:

3.2.4.1 The Applicant's application, technical and price offer must be completed electronically, in separate documents.

3.2.4.2 The offer may be submitted in Latvian or English. Documents submitted in other languages must be supplied with a translation certified by the Applicant into Latvian or English, completed in accordance with the requirements of regulatory acts.

3.2.4.3 If the Applicant has submitted a copy of a document, it shall be certified in accordance with the Law on Legal Validity of Documents. If the copy of the document is not certified in accordance with the requirements of this regulatory act, the Commission, if it has doubts about the authenticity of the copy of the submitted document, in accordance with

[1] EVIPD is available on the website: http://espd.eis.gov.lv/

the procedure of the fifth part of Article 41 of the PIL, may require the Applicant to present the original of the document or submit a certified copy of the document.

3.2.4.4 Information that is a trade secret according to Article 19 of the Commercial Law or can be considered as confidential information is indicated separately by the Applicant in its offer. A trade secret or confidential information cannot be information that is defined as public information under the PIL.

3.2.4.5 When submitting an offer, the Applicant signs the offer with the electronic signature offered by EIS. The application is signed by the person entitled to represent the Applicant. In case the offer is signed by an authorized person of the Applicant, a power of attorney must be attached to the offer.

3.2.4.6 At its discretion, the Applicant is entitled to submit other documents in electronic form, both by signing with the electronic signature offered by the EIS and by signing with a secure electronic signature.

3.2.4.7 By submitting an offer, the Applicant fully acknowledges all the conditions contained in the Regulations (including its annexes and forms, which are placed in the Tender section of the EIS e-tendering subsystem).

3.2.4.8 The offer must be prepared in such a way that the operation of the EIS e-tenders subsystem is not threatened in any way and access to the information contained in the offer is not limited, including that the offer must not contain computer viruses and other harmful software or their generators. If the offer contains any of the risks mentioned in this paragraph, it will not be considered.

3.3 Applicant exclusion rules

3.3.1 The Commission excludes the Applicant from participating in the procurement procedure in the cases specified in the Articles 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, 13 and 14 of the Section 42, Part Two, of the PIL, if at the Commission's request the Applicant has not submitted the additional requested information and/or explanation. The Commission performs the verification of the mentioned conditions in accordance with the procedures specified in Section 42 of the PIL.

3.3.2 The Commission excludes the Applicant from participating in the procurement procedure in the cases specified in the first and second parts of Article 11^1 of the Law on International and National Sanctions of the Republic of Latvia. The Commission checks the presence of the mentioned conditions in publicly available databases (Lursoft.lv, fid.gov.lv, etc.).

3.3.3 The Commission does not consider the Applicant's offer and excludes the Applicant from further participation in the procurement evaluation if the Applicant does not meet the requirements of the Cabinet of Ministers regulations No. 442 "The procedure for ensuring compliance of information and communication technology systems with the minimum security requirements" (issued 28.07.2015.).

4 EVALUATION OF OFFERS

4.1 General terms.

4.1.1 The Commission evaluates the offers in closed session(s).

4.1.2 When starting the evaluation of offers, the Commission evaluates whether the offer has been prepared and presented in accordance with the requirements specified in the Regulations. If the offer is not drawn up in accordance with the requirements of the Regulations, hindering the evaluation of the offer on its merits, or if it raises doubts about the reliability of the content of the offer, and if not rejecting the offer due to the relevant

shortcomings would lead to a violation of equal treatment towards other suppliers, then the Applicant may be excluded from further participation in the Procurement.

4.1.3 If, during the course of the Tender, the Commission finds that the Applicant has provided false information when submitting the offer, it is excluded from further participation in the Tender.

4.2 Examination of the design of offers and selection of applicants

4.2.1 The Commission examines the design of offers and selects the Applicants at the meeting, during which the Commission verifies the compliance of offers with the requirements of the Regulations.

4.2.2 The Applicant's offer is rejected and not evaluated further, if the Commission finds that the Applicant's offer does not comply with Article 3.2 of the Regulations,, which do not allow objective identification of the Applicant and the content of the offer.

4.2.3 If the information about the Applicant's qualification contained in the submitted documents is unclear or incomplete, the Commission requires the Applicant or a competent institution to explain or supplement the information contained in these documents.

4.3 Compliance check of technical offers

4.3.1 The Commission examines the technical offers at the meeting, during which the Commission verifies the compliance of the technical offer of each selected Applicant with the requirements of Annex A ("Technical Specification").

4.3.2 During the evaluation of the offers, the Commission has the right to demand that the Applicant explain the information included in the technical offer.

4.3.3 The secretary of the Commission summarizes the assessment of the members of the Commission in one table for checking technical offers.

4.3.4 If the evaluations of the members of the Commission differ in any of the evaluation positions, the Commission takes into account the evaluation of the majority.

4.3.5 If the evaluations of the members of the Commission are divided equally, the evaluation of the chairman of the Commission is decisive.

4.3.6 If, according to the common technical offer compliance table, the Applicant's offer does not meet all the requirements of the technical specification specified in the Regulations, the Commission excludes the Applicant from further participation in the procurement procedure.

4.4 Evaluation of price offers and determination of the most economically advantageous offer

4.4.1 In the evaluation of price offers, the Commission checks and compares the prices of the Applicants' offers, which have passed the tests of the design of the offer, the selection of the Applicants and the conformity of the technical offer.

4.4.2 In evaluating offers, the Commission checks and compares the offer prices of Applicants who have passed the offer design, Applicant selection and technical offer compliance tests in each part of the procurement.

4.4.3 During the offer evaluation, the Commission checks whether there are no arithmetical errors in the offer. If an arithmetical error is detected in the offer, the Commission shall correct these errors. The Commission informs the Applicant in whose offer the errors were

detected and corrected about the detected errors and the corrected offer. When evaluating the offer, the Commission takes into account the corrections made.

4.4.4 The Secretary of the Commission, taking into account the correction of the found arithmetical errors, prepares a summary table of the price offer, ranking the offers from the offer with the lowest price to the offer with the highest price.

4.4.5 The commission evaluates the compliance of the price offers with the price ceiling of the procurement procedure set by the Customer, if such was set.

4.4.6 If, during the evaluation of offers, the Commission finds that the Applicant offers goods at a significantly lower price than the other Applicants, it checks whether the Applicant's offer is not unreasonably cheap, the Commission requests a detailed explanation in writing about the essential conditions of the offer before possible rejection of this offer.

4.4.7 If the Commission finds that the specific offer could be unreasonably cheap, the Commission, before possible rejection of such an offer, requests a detailed explanation in writing about the essential conditions of the offer, in accordance with the procedure set out in Article 53 of the PIL and the provided opportunities.

4.4.8 The Commission, in consultation with the Applicant, evaluates the explanations provided by it. The Commission has the right to request that the Applicant submit printouts from the electronic declaration system of the State Revenue Service on the average hourly rates of the employees of the Applicant and the subcontractors specified in its offer in occupational groups, if such data is collected by the State Revenue Service.

4.4.9 The Commission rejects the offer as unreasonably cheap, if the explanations given do not justify the low level of price or costs offered by the Applicant, or if the price or costs do not include costs related to compliance with the obligations set out in the environmental, social and labor rights and labor protection laws and collective labor agreements.

4.4.10 If the Commission determines that the offer is unreasonably cheap because the Applicant has received commercial activity support, the offer may be rejected after consultations with the Applicant only on the basis that the Applicant cannot prove to the Commission within a reasonable period that the received commercial activity support is compatible with the internal market in accordance with the Agreement on the operation of the European Union, Article 107. If the Commission rejects the offer for this reason, it informs the European Commission and the Procurement Monitoring Office about the rejection of the offer and the reason for rejection.

4.4.11 If the offer is recognized as unreasonably cheap, the Commission excludes the Applicant from further participation in the Tender.

4.4.12 After checking the compliance of price offers, the Commission determines the most economically advantageous offer, awarding points in accordance with the criteria described in the Article 4.4.14.

4.4.13 The maximum number of points that can be awarded to the offer is 100.

4.4.14 The most economically advantageous offer of the Tender is determined according to the following criteria:

No. pk	**Evaluation criteria**	**Maximum score**
1.	**The price** The maximum number of points is awarded to the offer with the lowest offered total price in EUR, excluding VAT. For other offers, points are calculated according to the formula: $\boldsymbol{C} = \frac{\boldsymbol{C_{zem}}}{\boldsymbol{C_{pret}}} \times \mathbf{98}$, where **C** – the number of points assigned to the offer with accuracy up to 2 (two) decimal places; $\boldsymbol{C_{zem}}$– the lowest offered total price;	**98**

	C_{pret}– the total price offered by the Applicant.	
2.	**The number of consultation hours included in the warranty period** The maximum number of points is awarded to the offer with the highest number of consultation hours offered. For other offers, points are calculated according to the formula: $K = \frac{K_{pret}}{K_{lielākais}} \times 2$, where **K** – the number of points obtained by the offer with accuracy up to 2 (two) decimal places; $K_{lielākais}$– the largest number of consultation hours offered; K_{pret}– the number of consultation hours offered.	**2**

4.4.15 Commission members evaluate each offer individually and fill in the tables of evaluation criteria for Applicants. The Secretary of the Commission summarizes the evaluations in one table, which also indicates the average number of points obtained by each Applicant (summing the points awarded by the Commission members and dividing by the number of Commission members who participated in the evaluation of the offer).

4.4.16 The number of points is mathematically rounded to two decimal places.

4.4.17 The Commission will recognize as the most economically advantageous offer the offer of the Applicant who has obtained the highest total number of points from those offers that have not been excluded from participation in the Tender as a result of all the checks mentioned in the Regulations.

4.4.18 If the evaluation of several offers is the same, the Commission will recognize the offer of the Applicant with the highest number of points in the "Price" criterion as the most economically advantageous offer.

4.4.19 The Commission, taking into account the results of the overall evaluation and the received statements and/or confirmations, makes a decision:

4.4.19.1 for the winner of the Tender, who is granted the right to conclude a procurement contract of the Tender,

4.4.19.2 for the termination of the procurement procedure of the Tender, without selecting any offer.

4.4.20 In accordance with the Cabinet of Ministers Regulation of February 28, 2017 No. 107 "Procedure of procurement procedures and design tenders", the Commission may terminate the Tender for the cases specified in Clause 229, while in accordance with Clause 230 of this regulation, the Commission may terminate the Tender at any time, if there is an objective reason for doing so.

5 RIGHTS AND DUTIES OF THE COMMISSION

5.1. Sessions and meetings of the Commission shall be recorded in writing by the secretary of the Commission. The protocol is signed by the chairman, members and secretary of the Commission. If one of the members of the Commission does not agree with the conclusions and decisions recorded in the protocol, he has the right to express his special opinion, which is attached to the protocol. Only those members of the Commission who have signed a declaration of disinterest participate in the evaluation of the Tender.

5.2. Within the framework of its competence, the Commission makes decisions in closed sessions, as well as performs other activities in accordance with the Regulations.

5.3. If the interested Supplier has timely requested additional information on the requirements included in the Tender documents, the Commission shall provide it within five working days, but no later than six days before the deadline for submission of offers. The Commission prepares a written answer and sends it to the questioner by e-mail, as well as publishes it in its buyer's profile, where the Tender documents are available. The tenderer has the right, in accordance with the third part of Article 68 of the Civil Procedure Code, to submit a submission regarding the requirements included in the Regulations and the notice on the

contract to the Procurement Supervision Office no later than 7 days before the deadline for submission of tenders expires.

5.4. Commission meetings are convened by the chairman of the Commission or, in his absence, by the deputy chairman. The Commission has decision-making power if at least two thirds of the Commission members participate in the meeting. The Commission makes decisions by voting. The decision is considered adopted if at least half of the meeting participants vote for it. If the votes "for" and "against" are divided equally, then the vote of the chairman of the Commission is decisive.

5.5. The Commission has the right to invite experts with advisory rights to the work of the Commission, who sign a declaration that there are no circumstances that could make it possible to believe that he is interested in the choice or action of a particular Applicant.

5.6. The Customer sends the notice of the Commission's decision in writing to all Applicants within 3 (three) working days from the adoption of the decision.

5.7. The Commission prepares a procurement procedure report on the Tender and publishes it on the Customer's profile within five working days after making a decision on the Tender results.

5.8. Within 10 working days after a procurement contract has been concluded or a decision has been taken to terminate or terminate the Tender, the Commission, in accordance with Article 29 of the PIL, prepares and submits for publication to the Procurement Supervision Office a notice on the award of the contract.

5.9. If the Commission makes a decision to conclude a procurement contract, then in a situation where there are no legal obstacles to concluding a procurement contract, the Customer sends an invitation to the selected Applicant to conclude the contract in accordance with the contract draft in the Annex E (“Draft Procurement Contract”) to the Regulations and the offer of the selected Applicant.

5.10. If the Commission makes a decision to conclude a procurement contract, the Customer shall conclude the procurement contract no earlier than on the next working day after the end of the waiting period, if a submission regarding violations of the procurement procedure has not been submitted to the Procurement Supervision Office in accordance with the procedures established by law. The waiting period is 10 days after the day when 5.9. the information referred to in the Article1 was sent to all Applicants electronically, using a secure electronic signature, and in addition one working day.

5.11. The procurement contract can be concluded without observing the waiting period, if the only Applicant has been granted the right to conclude the contract and there are no Applicants who would be entitled to submit a submission on procurement procedure violations.

5.12. By submitting an offer, the Applicant agrees to all the provisions of the Regulations and the procurement contract and undertakes to comply with them.

5.13. The procurement contract is concluded on the basis of the Applicant's offer and in accordance with the Regulations.

5.14. The procurement contract between the Customer and the Tender winner will be concluded in accordance with the procedure specified in Article 60 of the PIL.

5.15. In the case that the Applicant, who has been granted the right to conclude a procurement contract, refuses to conclude it or does not conclude it within the stipulated period, the Commission may offer to conclude a procurement contract to the next Applicant who has submitted the next most economically advantageous offer and has passed all the tests specified in the Regulations (including the inspection specified in point 4.4.5). If the next Applicant refuses to conclude the contract, the Commission makes a decision to terminate the Tender without selecting any offer.

6 RIGHTS AND OBLIGATIONS OF APPLICANTS

6.1. Participation in the Tender is an expression of the Applicant's free will. By submitting his offer for participation, the Applicant fully accepts and is ready to fulfill all the requirements,

norms and rules contained in the Regulations. The Applicant is aware that any condition included in the offer that contradicts the Regulations or does not comply with its provisions may be the reason for the rejection of the offer.

6.2. The Applicant is obliged to provide written answers within the deadline specified by the Commission to the questions asked by the Commission and to provide explanations about the offer in accordance with Article 41 of the PIL.

6.3. The Applicant can amend or withdraw the offer after its submission until the end of the offer submission deadline.

6.4. Each Applicant has the right to appeal the decision taken by the Commission in accordance with the procedures set out in the PIL.

6.5. The Applicant must fully cover the costs of preparation and submission of the offer. The customer does not assume any responsibility for these costs, regardless of the outcome of the Competition.

In the attachment:

Annex A – Technical specification.
Annex B – Applicant's sample application.
Annex C – Sample Price Proposal.
Annex D – List of Subcontractors.
Annex E – Draft procurement contract.

ANNEX A – TECHNICAL SPECIFICATION

1. General requirements

The proposed telecommunications service gateways (2 pcs.) should work online with encryptions keys from ID Quantique's quantum key exchange platform. The applicant must offer an equipment and software that provides a site-to-site VPN IPSec communication channel for the exchange of quantum encrypted data, including the possibility to upgrade delivered solution for use with one or more NIST-recognized PQC encryption algorithms in IPSec protocol. Devices, their components and software must comply with 28.07.2015. Cabinet of Ministers regulations No. 442 "The procedure for ensuring compliance of information and communication technology systems with the minimum security requirements".

2. Requirements for the equipment

Description of requirements	Description of the offer
A two identical devices for information exchange encrypted with QKD keys in site-to-site VPN IPSec channel – *Juniper SRX1500* (or equivalent*) with at least 8×1 GbE and 4×10 GbE (SFP+) on-board ports, 1×AC PSU and at least 100 GB SSD with redundant power supply, fan & battery, 1U, rack mountable, with bandwidth licenses of 10 GbE SPF+ fibre interfaces to other switches and servers in LAN (or equivalent equipment). All ports must be equipped with manufacturer-approved transceivers for LAN connection. The equipment certification statement must be added to the documentation.	*Technical description of the offered equipment - manufacturer and model of the equipment, adding a full technical specification to the offer (can be as a link to the website).*
	By indicating "Yes" in the corresponding column, it is confirmed that the corresponding requirement is fully met. An explanatory comment can be added if necessary.
Environmental requirements for equipment operation	
Equipment can be installed in a 19” rackmount	
Encrypted information communication channel interface: SPF+ 10Gbps single-mode	
Hardware and software functionality requirements	
Cypher management possibility	
Interface with CISCO TACAC+	
Authorization / autentification function	
Provided connectivity to CISCO NCS 540 and servers on SFP+ 10 GbE ports	
SRX1500 Juniper Secure Edge software suite (or equivalent*) with Firewall, NAT, IPSec, Routing, Switching. The term of validity of the software license – at least 1 (one) year.	
Equipment and software compatibility (online automatic established interface) with the ID Quantique QKD encryption keys exchange	

Possibility for installation of PQC NIST recommended algorithms for encryption	
Manufacturer’s warranty and support (at least 1 year)	
	A numerical value must be specified for the next requirement
Number of consultation hours included (minimum 60 hours)	

* see 2.7 of the Regulation. Article "Equivalents"

ANNEX B – SAMPLE OF APPLICANT'S APPLICATION

Application for participation in the procurement procedure
"Supply of telecommunications services gateways for ID Quantique Cerberis quantum key operation integration with VPN IPSec quantum encryption keys"
(Procurement identification no. LU MII 2024/04)

With this _____ *(Applicant's name)* certifies that he has familiarized himself with the Regulations of the Public tender "Supply of telecommunications services gateways for ID Quantique Cerberis quantum key operation integration with VPN IPSec quantum encryption keys" (id. no. LUMII 2024/04) and its annexes, agrees with the regulations, undertakes to observe and fulfill them, agrees to participate in the procurement procedure and guarantees the procurement procedures fulfillment of the requirements specified in the documents , the regulations of the procurement procedure are clear and understandable, the information presented in the offer is true, the offer is prepared **individually and is not coordinated with competitors** . The Applicant confirms that this offer is valid until the procurement contract is concluded with the winner of the procurement procedure .

Information about the Applicant	
Title:	
Registration number:	
Legal address:	
E-mail (for communication about the procurement procedure):	
Bank for payments, bank code:	
Bank Account:	
Contact person (position, name, surname, telephone):	
Or qualify for small or medium business status[2]	
Person(s) who are considered to be the beneficial owner(s) of the company[3]	

If the Applicant is a supplier association:

Member of the suppliers' association, registration number	**Or qualify for small or medium business status [2]**	**Approximate amount of work to be done %**	**Description of the work to be performed**

[2]A small company is a company that employs less than 50 people and whose annual turnover and/or annual balance does not exceed EUR 10 million in total. A medium-sized enterprise is an enterprise, which is not a small enterprise, and which employs less than 250 persons and whose annual turnover does not exceed EUR 50 million, and/or whose annual balance sheet does not exceed EUR 43 million in total (see https://www.iub.gov.lv/sites/iub/files/content/Skaidrojumi%20(no%2018.05) /težrejums_mazajie_videjie_uzn.pdf

[3] Beneficiary - in accordance with Article 1, subsection 5 of the Law on the Prevention of Money Laundering and Financing of Terrorism and Proliferation , "a natural person who is the owner of a client - a legal entity or a legal entity - or who controls the client, or on whose behalf, for the benefit of, in the interests of a business relationship is established or an occasional transaction is carried out and is at least:
a) in relation to legal entities - a natural person who directly or indirectly owns more than 25 percent of the legal entity's capital shares or voting shares, or who directly or indirectly controls it,
b) in relation to legal formations - a natural person who owns or in whose interests a legal formation is established or operates or who directly or indirectly exercises control over it, including who is the founder, trustee or supervisor (manager) of such formation

If the Applicant relies on the capabilities of another person to prove qualification:

Name, registration number, address, contact person, telephone number of the person on whom the options are based	Does it meet the status of a small or medium-sized enterprise [2]	The qualification requirement for the fulfillment of which the person is engaged	Description and extent of resources to be transferred

By signing this application , **the Applicant certifies** that he, one of the members of the supplier association or a person on whose capabilities the Applicant relies:
1. 42 of the Public Procurement Law are not applicable. the reasons for exclusion specified in clauses 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, 13, and/or 14 of the second part of the article;
2. there are no applicable sanctions that could affect the fulfillment of the contract in accordance with the exclusion conditions of Article [11.1] of the Law on International and National Sanctions of the Republic of Latvia ;
3. is ready to conclude a procurement contract and provide service in accordance with all provisions of the public procurement regulations.

Signed by the Applicant's manager or a person authorized by the manager:

Name, surname, position	
Signature	
The date	

ANNEX C – SPECIMEN A OF THE PRICE OFFER

1. Prices must be indicated in accordance with the format provided in point 3 of this Annex.

2. The prices must be indicated, including all costs for the delivery of the offered product, consultations and 1 (one) year manufacturer's warranty and support.

3. Price format:

Our offer is:

No.	Title	Units price excl VAT (EUR)	Number of	Total price at the point of delivery without VAT (EUR)
1.	Telecommunications services gateway		2 pcs.	
	TOTAL, EUR			

Total price (excluding VAT) : ..... EUR (..... euro and . .... cents)

The Product will be delivered [***The applicant indicates the proposed delivery term***] (no longer than 90 (ninety)) calendar days from the date of conclusion of the contract).

Signed by the Applicant's manager or a person authorized by the manager:

Name, surname, position	
Signature	
The date	

ANNEX D – LIST OF SUBCONTRACTORS

Hereby the Applicant _____ _ *(name)* informs that the fulfillment of the contractual obligations will be transferred to the following subcontractors and confirms that the resources of these subcontractors are adequate to fulfill the necessary contractual obligations:

No.p.k.	Subcontractor name, registration number	Type of work	Amount of part of the contract in EUR	Indicate whether the subcontractor is a small or medium-sized enterprise[4]	Contact person, Phone number
1.					
…					

The list of subcontractors must include a certificate of each subcontractor's readiness to perform the part of the contract assigned to him.

Signed by the Applicant's manager or a person authorized by the manager:

Name, surname, position	
Signature	
The date	

[4]A small company is a company that employs less than 50 people and whose annual turnover and/or annual balance does not exceed EUR 10 million in total. A medium-sized enterprise is an enterprise, which is not a small enterprise, and which employs less than 250 persons and whose annual turnover does not exceed EUR 50 million, and/or whose annual balance sheet does not exceed EUR 43 million in total (see https://www.iub.gov.lv/sites/iub/files/content/Skaidrojumi%20(no%2018.05) /težrejums_mazajie_videjie_uzn.pdf

ANNEX E – DRAFT PROCUREMENT CONTRACT

Pasūtītāja // Customer No. 3-28i/….2024
Izpildītāja // Supplier No. ……

"Telekomunikāciju pakalpojumu vārteju ID Quantique Cerberis kvantu atslēgu izmantošanas integrācijai ar VPN IPSec kvantu šifrēšanas atslēgām piegāde" // "Supply of telecommunications services gateways for ID Quantique Cerberis quantum key operation integration with VPN IPSec quantum encryption keys"

Līguma parakstīšanas vieta // Place of signature:	Datums // Date:
Pasūtītājs // Customer:	Latvijas Universitātes Matemātikas un informātikas institūts // Institute of Mathematics and Computer Science, University of Latvia (IMCS UL)
Pasūtītāja pārstāvis // Customer Representative:	Ināra Opmane
Pārstāvja amata nosaukums // Representative title:	Direktore // Director
Pārstāvja pilnvarojuma pamats // Basis for authorization:	LU MII nolikums // Statute of the Institute IMCS UL
Izpildītājs // Supplier:	
Izpildītāja pārstāvis // Supplier Representative:	
Izpildītāja amata nosaukums // Representative title:	
Pārstāvja pilnvarojuma pamats // Basis for authorization:	

abi kopā un katrs atsevišķi turpmāk šā līguma tekstā saukti par Pusēm, pamatojoties uz iepirkumu procedūras LU MII 2024/04 rezultātiem un Izpildītāja iesniegto piedāvājumu, noslēdz šādu līgumu (turpmāk – Līgums):	both jointly and each separately herein referred to as the Parties, on the basis of the results of the procurement procedure No. LU MII 2024/04 and the offer submitted by the Supplier, enter into the following contract (hereinafter - Contract):
1. LĪGUMA PRIEKŠMETS 1.1. Izpildītājs vārteju un programmatūras, iekļaujot ražotāja garantiju un konsultācijas (turpmāk – Prece), piegādi Pasūtītājam veic saskaņā ar iepirkumu procedūras Nr. LU MII 2024/04 rezultātiem un norādīto tehnisko specifikāciju (pielikums Nr.1), bet Pasūtītājs veic samaksu saskaņā ar Līgumu un iepirkuma rezultātā noteiktajām cenām (pielikums Nr.2).	**1. THE SUBJECT-MATTER OF THE CONTRACT** 1.1. The contractor supplies gateways and software, including manufacturer's warranty and consultations (hereinafter - Product) to the Customer in accordance with procurement procedure no. LU MII 2024/04 results and the specified technical specification (appendix No. 1), but the Customer makes payment in accordance with the Agreement and

1.2. Par Pasūtītāja kontaktpersonu šī Līguma sakarā tiek norīkota: LU MII direktore Ināra Opmane, tālr. +371 26444321, e-pasts: inara.opmane@lumii.lv. 1.3. Par Izpildītāja kontaktpersonu šī Līguma sakarā tiek norīkots: ……, tālr. ……., e-pasts: …….	the prices determined as a result of procurement (appendix No. 2). 1.2. The Customer's contact person under this Contract shall be: Ināra Opmane, the director of IMCS UL, telephone No. +371 26444321, e-mail: inara.opmane@lumii.lv. 1.3. The Supplier's contact person under this Contract shall be: ……, telephone No. ……., e-mail: …….
2. LĪGUMA SUMMA UN NORĒĶINU KĀRTĪBA 2.1. Līgumcena par Preces piegādi ir ……..EUR (*summa vārdiem* euro un … centi), bez pievienotās vērtības nodokļa (pielikums Nr.2) Apmaksa tiek veikta no ES projekta "Nacionālā līmeņa kvantu komunikācijas infrastruktūras sistēmu un tīklu izveide" *(Deploying advanced national QCI systems and networks*), Nr.101091559 – LATQN. 2.2. Izpildītājs rēķinā ietver atsauci uz Līgumu, norādot Līguma sagatavošanas datumu un numuru. 2.3. Pasūtītājs norēķinu par Preci veic 10 (desmit) darbdienu laikā pēc abpusējas Preces nodošanas - pieņemšanas akta parakstīšanas (3. pielikums) un rēķina saņemšanas dienas. 2.4. Gadījumā, ja Pasūtītājs neiekļaujas Līgumā paredzētajos Preču apmaksas termiņos, Izpildītājam ir tiesības ieturēt nokavējuma procentus 0,5% apmērā no neapmaksātās summas par katru turpmāko kavējuma dienu, bet ne vairāk par 10% (desmit procenti) no Līgumcenas.	**2. THE CONTRACT AMOUNT AND THE SETTLEMENT ARRANGMENTS** 2.1. The contract price for the delivery of the Product is ……..EUR (sum in words euro and ... cents), without value added tax (appendix No. 2) Payment is made from the EU project "Deploying advanced national QCI systems and networks", No. 101091559 – LATQN. 2.2. The Contractor includes a reference to the Agreement in the invoice, indicating the date and number of the Agreement. 2.3. The customer makes the payment for the Product within 10 (ten) working days after the mutual transfer of the Product - signing of the act of acceptance (Appendix 3) and receipt of the invoice. 2.4. In the event that the Customer does not comply with the terms of payment of the Product provided for in the Agreement, the Contractor has the right to withhold late interest in the amount of 0.5% of the unpaid amount for each subsequent day of delay, but no more than 10% (ten percent) of the Contract Price.
3. PRECES PIEGĀDES TERMIŅŠ 3.1. Izpildītājs piegādā Līguma 1.1.punktā noteikto Preci piegādā Pasūtītāja telpās ne vēlāk kā 90 (deviņdesmit)	**3. TIME OF DELIVERY OF THE PRODUCT** 3.1. The Contractor shall deliver the Product specified in Clause 1.1 of the

kalendāro dienu laikā no Līguma abpusējas parakstīšanas dienas. 3.2. Gadījumā, ja Izpildītājs neiekļaujas Līgumā paredzētajos Preču piegādes termiņos, Pasūtītājam ir tiesības ieturēt nokavējuma procentus 0,5% apmērā no nepiegādātās Preču Līgumcenas par katru turpmāko kavējuma dienu, bet ne vairāk par 10% (desmit procenti) no Līgumcenas.	Agreement to the Customer's premises no later than 45 (forty-five) calendar days from the date of mutual signing of the Agreement. 3.2. In case if the Contractor does not comply with the terms of delivery of the Product provided for in the Agreement, the Customer has the right to withhold late interest in the amount of 0.5% of the contract Price of the undelivered Product for each subsequent day of delay, but no more than 10% (ten percent) of the contract Price.
4. PRECES PIEGĀDES VIETA UN KĀRTĪBA 4.1. Prece tiek piegādāta Pasūtītājam Raiņa bulvārī 29, Rīga, LV–1459, Latvija, iepriekš ar Pasūtītāja pārstāvi saskaņojot piegādes datumu un laiku. 4.2. Prece uzskatāma par nodotu Pasūtītājam no pavadzīmes-rēķina parakstīšanas dienas. 4.3. Pavadzīme - rēķins tiek parakstīts brīdī, kad Pasūtītājs ir konstatējis, ka Izpildītājs ir piegādājis pavadzīmē - rēķinā minēto Preci. 4.4. Ne ilgāk kā 10 (desmit) darba dienu laikā pēc pavadzīmes - rēķina parakstīšanas Pasūtītājs pārbauda saņemtās Preces atbilstību Līgumā uzskaitītajai specifikācijai. Ja pārbaudes laikā Pasūtītājam rodas pamatotas aizdomas par saņemtās Preces neatbilstību Līgumā uzskaitītajai specifikācijai, Pasūtītājs par to nekavējoties informē Izpildītāju. Pamatotas pretenzijas gadījumā Izpildītājs veic specifikācijai neatbilstošās Preces nomaiņu 10 (desmit) darba dienu laikā no pretenzijas saņemšanas brīža. Pēc Līguma šī apakšpunkta visu prasību izpildes, iekārtas darbības demonstrācijas un apmācību	**4. PLACE OF DELIVERY OF THE PRODUCT AND THE DELIVERY PROCEDURE** 4.1. The product is delivered to the Customer at Raina bulvāri 29, Rīga, LV–1459, Latvia, after agreeing the delivery date and time with the Customer's representative in advance. 4.2. The product is considered to have been handed over to the Customer from the day of signing the delivery note-invoice. 4.3. The delivery note-invoice is signed at the moment when the Customer has ascertained that the Contractor has delivered the Product mentioned in the delivery note-invoice. 4.4. Within no more than 10 (ten) working days after signing the delivery note-invoice, the Customer checks the compliance of the received Product with the specification listed in the Agreement. If, during the inspection, the Customer has reasonable suspicions about the non-compliance of the received Product with the specifications listed in the Agreement, the Customer shall immediately inform the Contractor thereof. In case of a justified claim, the Contractor replaces the Product that does not meet

saņemšanas Pasūtītājs paraksta Preces nodošanas - pieņemšanas aktu. 4.5. Līgumā norādītā Prece uzskatāma par atbilstošu tehniskajā specifikācijā norādītajai komplektācijai, no Preces nodošanas - pieņemšanas akta parakstīšanas dienas. 4.6. Atteikums parakstīt pavadzīmi - rēķinu vai nodošanas - pieņemšanas aktu neatbrīvo Puses no Līguma saistību izpildes.	the specification within 10 (ten) working days from the moment of receiving the claim. After fulfilling all the requirements of this subsection of the Agreement, receiving the equipment operation demonstration and training, the Customer signs the Product transfer - acceptance act. 4.5. The Product specified in the contract is considered to be in accordance with the set specified in the technical specification, from the day of signing the Product transfer - acceptance act. 4.6. Refusal to sign the delivery note-invoice or the transfer - acceptance act does not release the Parties from fulfilling the obligations of the Agreement.
5. PUŠU ATBILDĪBA 5.1. Izpildītājs garantē bez maksas piegādāt informāciju par piegādātās Preces apkopi. 5.2. Pasūtītājs samaksā saskaņā ar Līguma noteikumiem. 5.3. Pasūtītājs pieņem Preci un paraksta atbilstošos dokumentus. 5.4. Puses ir savstarpēji atbildīgas par Līguma nosacījumu godprātīgu izpildi.	**5. THE RESPONSIBILITY OF THE PARTIES** 5.1. The Supplier guarantees to supply, free of charge, the information on the maintenance of the Product supplied. 5.2. The Customer shall pay in accordance with the provisions of the Contract. 5.3. The Customer shall accept the Product and sign the relevant documents. 5.4. The Parties are mutually responsible for the fair performance of the provisions of the Contract.
6. PRECES GARANTIJA 6.1. Preces pārdošanu un ražotāja garantijas apkalpošanu nodrošina Izpildītājs. Garantijas laiku sāk skaitīt no nodošanas-pieņemšanas akta parakstīšanas brīža. 6.2. Garantijas laikā Izpildītājs nodrošina iekārtu remontu vai to aizstāšanu ar līdzvērtīgu, tehniskās konsultācijas un atjauninājumu piegādi. 6.3. Prece nedrīkst būt iepriekš lietota vai kontrafakta, tajā nedrīkst būt iebūvētas lietotas vai atjaunotas komponentes.	**6. THE PRODUCT'S WARRANTY** 6.1. The Supplier shall ensure the sale and service of the manufacturer's warranty of the Product. The warantee period starts from the moment of signing of the transfer - acceptance act. 6.2. During the warranty period, the Supplier provides equipment repair or replacing with an equivalent, technical consultations and delivery of updates. 6.3. The product must not be previously used or counterfeit, it must not have built-in used or refurbished

Prece ir jāpiegādā ražotāja iepakojumā. 6.4. Ja Pasūtītājs konstatē, ka Izpildītājs ir piegādājis Preci, kas neatbilst 6.3.punktā norādītajam, Izpildītājs 2 (divu) darba dienu laikā atmaksā Pasūtītāja veikto samaksu par Preci, kā arī maksā līgumsodu 500 EUR apmērā. 6.5. Garantijas laikā nepieciešamo remontdarbu bezmaksas veikšanu uzņemas Izpildītājs. 6.6. Gadījumā, ja 1 (viena) gada laikā pēc Preces nodošanas Pasūtītājam ar pieņemšanas - nodošanas aktu tiks atklātas nepilnības vai slēpti defekti, kas radušies Izpildītāja darbību rezultātā, tiek sastādīts slēpto defektu akts, saskaņā ar kuru Izpildītājs tiek informēts par šiem defektiem un tajā norādītajām pusēm savstarpēji saskaņotā termiņā apņemas novērst defektus par saviem līdzekļiem. 6.7. Pasūtītāja pretenzijas par garantijas remontu Izpildītājs nepieņem, ja Prece tika patvaļīgi remontēta. 6.8. Preces bojājumu un reklamācijas gadījumā veic neatkarīgu tehnisko ekspertīzi. Slēdzienu noformē ar aktu, ko paraksta Pasūtītāja un Izpildītāja pārstāvji un eksperts. Izdevumus sedz tā puse, kuras vainas dēļ radies attiecīgās Preces bojājums.	components. The product must be delivered in the manufacturer's packaging. 6.4. If the Customer finds that the Supplier has delivered a Product that does not comply with the paragraph 6.3, the Supplier shall reimburse the Customer for the payment of the Product within 2 (two) working days, as well as pay a contractual penalty of 500 EUR. 6.5. During the warranty period, the Supplier undertakes to carry out the necessary repairs free of charge. 6.6. In the event that within the 1 (one) year after the delivery of the Product to the Customer with the acceptance certificate, deficiencies or hidden defects are discovered that have resulted from the Supplier's actions, an Act of hidden defects shall be drawn up according to which the Supplier shall be informed of these defects and the Supplier shall undertake, within a mutually agreed timeframe, to remedy the defects at their own expense. 6.7. The Supplier shall not accept any claims of the Customer regarding the warranty repair if the Product has been arbitrarily repaired. 6.8. In case of damage to or reclamation of goods, an independent technical expertise is performed. The conclusion shall be drawn up by an act signed by the representatives of the Customer and the Supplier, and an expert. The expenses shall be borne by the party whose fault resulted in the damage to the Product in question.
7. LĪGUMA GROZĪŠANA 7.1. Puses rakstveidā ir tiesīgas veikt nebūtiskus līguma grozījumus, kā arī veikt līguma grozījumus šajā Līgumā un normatīvajos aktos noteiktajos gadījumos un kārtībā.	**7. AMENDMENTS TO THE CONTRACT** 7.1. The Parties shall be entitled to make non-substantial amendments to the Contract in writing, as well as to make amendments to the Contract in the cases and according to the procedures

7.2. Pasūtītājs ir tiesīgs veikt šādus būtiskus iepirkuma līguma grozījumus: 7.2.1. pagarināt Preces piegādes termiņu, ja termiņa pagarinājumu izraisījuši nepārvaramas varas apstākļi vai citi no Pasūtītāja un Izpildītāja neatkarīgi apstākļi, t.sk. institūciju atļauju, atzinumu kavēšanās, no kurām nepieciešams saņemt saskaņojumus; 7.2.2. Pasūtītājam ir nepieciešami papildu pakalpojumi vai piegādes, kas nebija iekļauti iepirkumā; 7.2.3. Grozījumi ir nepieciešami tādu iemeslu dēļ, kurus Pasūtītājs nevarēja iepriekš paredzēt; 7.2.4. atbilstoši Publisko iepirkumu likuma noteiktajai kārtībai, piemērojot 61. panta trešo daļu.	specified in this Agreement and the laws and regulations. 7.2. The Customer is entitled to make the following significant amendments to the procurement contract: 7.2.1. to extend the delivery period of the Product, if the extension of the period is caused by *force majeure* circumstances or other circumstances independent of the Customer and the Supplier, including the delays in the permissions or opinions of institutions whose consent is required; 7.2.2. The Customer requires additional services or deliveries that were not included in the procurement; 7.2.3. Amendments are necessary for reasons that the Customer was unable to predict in advance; 7.2.4. In accordance with the procedure prescribed by the Public Procurement Law, by applying paragraph three of Article 61.
8. LĪGUMA PĀRTRAUKŠANA/SPĒKĀ ESAMĪBA 8.1. Līgums stājas spēkā ar tā parakstīšanas brīdi un ir spēkā līdz brīdim, kad Līgums tiek pārtraukts saskaņā ar pušu gribu, kad Līgums tiek vienpusēji izbeigts vai ar saistību pilnīgu izpildi. 8.2. Pasūtītājs drīkst vienpusēji izbeigt Līgumu šādos gadījumos: 8.2.1. ja Preces piegāde tiek kavēta vairāk nekā vienu mēnesi; 8.2.2. ja Prece neatbilst iepirkumu procedūras Nr. LU MII 2024/04 specifikācijai; 8.2.3. Izpildītājs ir pasludināts par maksātnespējīgu vai pasludināta bankrota procedūras uzsākšana;	**8. TERMINATION OF THE CONTRACT AND ITS VALIDITY** 8.1. The Contract shall enter into force upon its signature and shall remain in force until the Contract is terminated in accordance with the will of the Parties, when the Contract is terminated unilaterally or with the full performance of its obligations. 8.2. The Customer may unilaterally terminate the Contract in the following cases: 8.2.1. if the delivery of the Product is delayed by more than one month; 8.2.2. if the Product does not comply with the specification of the procurement procedure No. LU MII 2024/04.

8.2.4. pamatojoties uz Starptautisko un Latvijas Republikas sankciju likuma 11.[1] panta piektās daļas regulējumu. 8.3. Ja Līgums tiek izbeigts saskaņā ar 8.2.punkta nosacījumiem, Izpildītājs maksā līgumsodu 10% apmērā no Līgumcenas par Preču piegādes un garantijas nenodrošināšanu. 8.4. Pasūtītājs var pagarināt Līguma 3.1. punktā minēto Preces piegādes termiņu, ja Preces piegāde ir aizkavēta ar citas institūcijas lēmumu. Brīdī, kad rodas šāda situācija, Izpildītājs nekavējoties par to informē Pasūtītāju, kurš pieņem lēmumu par Preces piegādes termiņa pagarināšanu.	8.2.3. The Supplier has been declared insolvent, or the initiation of bankruptcy proceedings has been declared; 8.2.4. On the basis of the paragraph fifth of article 11.[1] of the Law On International Sanctions and National Sanctions of the Republic of Latvia. 8.3. If the Agreement is terminated in accordance with the provisions of Paragraph 8.2, the Supplier shall pay a contractual penalty of 10% of the Contract price for failing to deliver the Product and to secure a warranty. 8.4. The Customer may extend the Product delivery term set out in paragraph 3.1. of the Contract if the delivery of the Goods is delayed by the decision of another institution. When such a situation arises, the Supplier shall immediately inform the Customer of this, and the Customer shall make a decision regarding the extension of the delivery term of the Product.
9. NEPĀRVARAMAS VARAS APSTĀKĻI 9.1. Neviena no Pusēm nav atbildīga par Līguma saistību neizpildi, ja to izraisījuši nepārvaramas varas apstākļi, kurus Puses nevarēja paredzēt vai novērst un par kuru iestāšanos Puse nav vainojama. 9.2. Par nepārvaramas varas apstākļiem uzskatāmas dabas stihijas, ugunsgrēki, karadarbība, pilsoniskie nemieri, sacelšanās, streiki, epidēmijas, embargo, ierobežojumi enerģijas padevē, valdības lēmumi un tamlīdzīgi ārpus Puses kontroles esoši apstākļi. 9.3. Iestājoties 9.1. punktā minētajiem apstākļiem, Puses 3 (trīs) dienu laikā nosūta paziņojumu otrai Pusei un rakstveidā vienojas par Līguma noteikumu tālāko izpildi.	**9. *FORCE MAJEURE* CIRCUMSTANCES** 9.1. Neither Party shall be liable for a failure to perform the contractual obligations if it is caused by *force majeure* circumstances that the Parties could not foresee or prevent and for which the Party is not at fault. 9.2. *Force majeure* conditions include natural disasters, fires, warfare, civil unrest, riots, strikes, epidemics, embargo, restrictions on energy supply, government decisions, and similar circumstances beyond the control of a Party. 9.3. If the circumstances described in paragraph 9.1. of the Contract take place, the Parties shall within 3 (three) days send a notice to the other Party and agree in writing on the further

9.4. Ja Puse neinformē par šādiem apstākļiem otru Pusi 3 (trīs) dienu laikā, tā zaudē tiesības atsaukties uz šādu apstākļu esamību un ir atbildīga par otrai Pusei nodarītajiem zaudējumiem. 9.5. Pusēm šādos apstākļos ir jāveic visi pasākumi, lai pēc iespējas samazinātu iespējamos zaudējumus otrai Pusei. 9.6. Nepārvaramas varas apstākļu esamība ir jāpierāda Pusei, kura uz tiem atsaucas.	fulfilment of the provisions of the Contract. 9.4. If a Party does not inform the other Party of such circumstances within 3 (three) days, it shall lose its right to invoke such circumstances and shall be liable for any damage caused to the other Party. 9.5. In such circumstances, the Parties shall take all possible measures to minimize possible damage to the other Party. 9.6. The existence of *force majeure* circumstances shall be proved by the Party invoking them.
10. STRĪDU RISINĀŠANA 10.1. Līgumu noslēdzot, izpildot, izdarot grozījumus vai piemērojot sankcijas, Puses piemēro Latvijas Republikas normatīvos aktus. 10.2. Puses centīsies darīt visu, lai atrisinātu visus strīdus un domstarpības, kas var rasties starp Pusēm Līguma darbības laikā, pārrunu ceļā savstarpēji vienojoties. 10.3. Puses apņemas strīdu risināšanas laikā nekaitēt no Līguma izrietošajām tiesiskajām attiecībām un Pušu interesēm. 10.4. Strīdi un domstarpības, par kurām nav panākta vienošanās pārrunu ceļā, tiks izskatītas Latvijas Republikas tiesā.	**10. SETTLEMENT OF DISPUTES** 10.1. The Parties shall apply the laws and regulations of the Republic of Latvia upon conclusion of the Agreement, its execution, amendment or application of sanctions. 10.2. The Parties will endeavour to do their utmost to resolve any disputes and disagreements that may arise between the Parties during the period of validity of the Contract through mutual agreement. 10.3. The Parties undertake not to harm the legal relations arising from the Contract and the interests of the Parties during the settlement of disputes. 10.4. Disputes and disagreements that have not been settled by negotiation will be dealt with by a court of the Republic of Latvia.
11. CITI NOTEIKUMI 11.1. Visas Līguma tehniskās detaļas tiek fiksētas Līguma pielikumos, kas ir Līguma neatņemamas sastāvdaļas. 11.2. Puses garantē, ka Līguma slēgšanai nepieciešamā informācija ir patiesa un dokumenti īsti. 11.3. Līgums ir saistošs Pušu tiesību pārņēmējiem.	**11. OTHER PROVISIONS** 11.1. All the technical details of the Contract are noted down in the appendices to the Contract, which are an integral part of the Contract. 11.2. The Parties guarantee that the information required for entering into the Contract is true and that the documents are true.

11.4. Puses apņemas savlaicīgi paziņot par savu rekvizītu izmaiņām. 11.5. Līguma daļu un apakšpunktu nosaukumi kalpo tikai tam, lai atvieglotu Līguma izskatīšanu, tādējādi tie neietekmē kāda Līguma punkta izskaidrojumu. 11.6. Ar Līguma parakstīšanu visas iepriekšējās sarunas un priekšlikumi zaudē spēku un pušu attiecības regulē tikai Līgums un atbilstošie normatīvie akti. 11.7. Līguma noteikumi var tikt papildināti vai grozīti tikai ar Pušu rakstveida vienošanos, ko parakstījušas abas Puses. 11.8. Visi ziņojumi Pušu starpā tiek veikti rakstveidā pēc Līgumā norādītajām adresēm vai vēlāk mainītajām adresēm. 11.9. Visi jautājumi, kas nav atrunāti Līgumā, tiek risināti saskaņā ar Latvijas Republikas normatīvajiem aktiem. 11.10. Līguma pielikumi ir neatņemamas Līguma sastāvdaļas. 11.11. Līgums sastādīts latviešu un angļu valodās un parakstīts ar drošu elektronisko parakstu. Strīdus gadījumā latviešu valodā Līguma esošai redakcijai ir augstāks spēks.	11.3. The Contract shall be binding to the legal successors of the Parties. 11.4. The Parties undertake to notify in due time about any changes to their details. 11.5. The titles of the parts of the Contract and its paragraphs serve only to facilitate the review of the Contract, so they do not affect the interpretation of any clause of the Agreement. 11.6. By signing the Contract, all prior negotiations and proposals shall cease to be valid and the relations between the Parties shall be governed solely by the Contract and the relevant laws and regulations. 11.7. The provisions of this Contract may be supplemented or amended only by written agreement between the Parties, signed by both Parties. 11.8. All communications between the Parties shall be made in writing to the addresses specified in the Contract or to the subsequently changed addresses. 11.9. All issues not covered by the Contract shall be resolved in accordance with the laws and regulations of the Republic of Latvia. 11.10. The appendices to the Contract are integral parts of the Contract. 11.11. The Contract is drawn up in Latvian and English and signed with a secure electronic signature. In the event of a dispute, the Latvian version of the Contract shall prevail.

Pušu rekvizīti / Banking Details of the Parties

Pasūtītājs / Customer:	**Piegādātājs / Supplier:**
Latvijas Universitātes Matemātikas un informātikas institūts // Institute of Mathematics and Computer Science, University of Latvia (IMCS UL)	
Juridiskā adrese / Registered office: Raiņa bulvāris 29, Rīga, LV-1459	Juridiskā adrese / Registered office:

Reģistrācijas Nr. / Registration No**: 90002111761**	**Reģistrācijas Nr. /** Registration No**:**
PVN Reģistrācijas Nr./VAT Registration **No: LV90002111761**	**PVN Reģistrācijas Nr. / VAT** Registration **No:**
Norēķinu konts / Account No: LV42TREL9152714000000 **Banka / Bank: Valsts Kase**	**Norēķinu konts / Account No:** **Banka / Bank:**
Bankas kods / SWIFT: TRELLV22XXX	**Bankas kods / SWIFT:**
Tālruņa Nr. / Phone number:	**Tālruņa Nr. / Phone number:**
E-pasta adrese / Email: iepirkumi@lumii.lv	**E-pasta adrese / Email:**
Kontaktpersona / Contact person:	**Kontaktpersona / Contact person:**

Pasūtītājs // Customer:

_____
I.Opmane

Izpildītājs// Supplier:
:

_____

1. pielikums / Annex 1

“Telekomunikāciju pakalpojumu vārteju ID Quantique Cerberis kvantu atslēgu izmantošanas integrācijai ar VPN IPSec kvantu šifrēšanas atslēgām piegāde” // “Supply of telecommunications services gateways for ID Quantique Cerberis quantum key operation integration with VPN IPSec quantum encryption keys”

TEHNISKĀ SPECIFIKĀCIJA // TECHNICAL SPECIFICATION

Iekārta // Equipment

Pasūtītājs // Customer:	Izpildītājs// Supplier:
_____	_____
I.Opmane	

2. pielikums / Annex 2

“Telekomunikāciju pakalpojumu vārteju ID Quantique Cerberis kvantu atslēgu izmantošanas integrācijai ar VPN IPSec kvantu šifrēšanas atslēgām piegāde” // “ID Quantique Cerberis quantum key operation integration in telecommunications services gateway with VPN IPSec quantum encryption keys”

CENU PIEDĀVĀJUMS // PRICE OFFER

Cenas norādītas, ieskaitot visas izmaksas par piedāvātās preces piegādi, konsultācijām un 1 (viena) gada ražotāja garantiju un atbalstu. // The prices are indicated, including all costs for delivery of the offered product, consultations and 1 (one) year manufacturer’s warranty and support.

Nr.	Nosaukums // Name of the Product	Vienības cena bez PVN (EUR) // Units price excl. VAT (EUR)	Skaits // Number	Kopā cena piegādes vietā bez PVN (EUR) // Total price at the point of delivery excl. VAT (EUR)
1.	Telekomunikāciju pakalpojumu vārteja // Telecommunications services gateway		2 gab.// pieces	
KOPĀ // TOTAL, EUR				

Kopējā cena (bez PVN):..... EUR (..... eiro un ..... centi) //
Total price (excl. VAT) ……. EUR (…….. EUR).

Prece tiks piegādāta 90 (deviņdesmit) kalendāro dienu laikā no līguma noslēgšanas dienas. // The Product will be delivered within 90 (ninety) calendar days from the date of signing the contract.

Pasūtītājs // Customer:

_____
I.Opmane

Izpildītājs// Supplier:

_____

3. pielikums / Annex 3

“Telekomunikāciju pakalpojumu vārteju ID Quantique Cerberis kvantu atslēgu izmantošanas integrācijai ar VPN IPSec kvantu šifrēšanas atslēgām piegāde” // “Supply of telecommunications services gateways for ID Quantique Cerberis quantum key operation integration with VPN IPSec quantum encryption keys”

NODOŠANAS – PIEŅEMŠANAS AKTS // TRANSFER-ACCEPTANCE ACT

par līguma izpildi // on the performance of the contract

PASŪTĪTĀJA pārstāvis Latvijas Universitātes Matemātikas un informātikas institūta direktore Ināra Opmane un IZPILDĪTĀJA _____ pārstāvis _____, ar šo nodošanas-pieņemšanas aktu apstiprinām, ka līguma “Telekomunikāciju pakalpojumu vārteju ID Quantique Cerberis kvantu atslēgu izmantošanas integrācijai ar VPN IPSec kvantu šifrēšanas atslēgām piegāde” (PASŪTĪTĀJA līguma Nr. _____ ; IZPILDĪTĀJA līguma Nr. _____) (turpmāk tekstā – Līgums) ietvaros IZPILDĪTĀJS ir veicis plānoto piegādi, un konsultācijas atbilstoši Līgumā izvirzītajām prasībām un paredzētajā termiņā. Ar šo aktu tiek apliecināts, ka vārteju piegāde veikta par kopējo līgumcenu ____, bez pievienotās vērtības nodokļa.	CUSTOMER's representative Ināra Opmane, Director of the Institute of Mathematics and Informatics, University of Latvia and SUPPLIER _____ representative _____, with this TRANSFER-ACCEPTANCE ACT confirm that the “Supply of telecommunications services gateways for ID Quantique Cerberis quantum key operation integration with VPN IPSec quantum encryption keys” (CUSTOMER contract No _____; SUPPLIER contract No _____) (hereinafter referred to as the Contract), the performer has carried out the planned delivery and the demonstration of the operation of the equipment at the Customer's premises in accordance with the requirements of the Contract, consulting within the prescribed time limit. This Act confirms that the gateways were delivered for a total contract price of ____EUR without value added tax.

Pasūtītājs // Customer:

_____
I.Opmane

Izpildītājs// Supplier:

_____