Annex 4

To the By-law of the procurement

“On the supply of computer equipment for the provision of the educational process”

(Procurement identification number: IZM2021/22/AK/ERAF)

**DRAFT GENERAL AGREEMENT**

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| **On the Supply of Computer Equipment for the Provision of the Educational Process** | |
| in Riga | \_\_\_ \_\_\_\_\_\_\_\_\_\_ 202\_\_ |

**A. PARTIES TO THE GENERAL AGREEMENT**

This general agreement “On the Supply of Computer Equipment for the Provision of the Educational Process” (hereinafter - the Agreement) has been concluded between the buyers registered in the E-ordering System,

*and*

all persons, who have obtained the right to participate as suppliers in the E-procurement process as a result of the open tender “On the supply of computer equipment for the provision of the educational process” (ID. No. IZM2021/22/AK/ERAF) (hereinafter – open tender):

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(each party separately hereinafter referred to as – the supplier);

*and*

**Ministry of Education and Science**, registration No. 90000022399 (hereinafter - the Customer), represented by its State Secretary \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who acts on the basis of Cabinet Regulation No. 528 of 16 September 2003 “Regulations of the Ministry of Education and Science”;

(each of the aforementioned participants hereinafter referred to as the Party or all jointly - the Parties).

**B. DEFINITIONS**

This section of the Agreement contains an explanation of the terms used in the document, which refers to the definitions used in all sections of the Agreement and its annexes.

**Confirmed purchase request** - a purchase request fully approved by the supplier, whereby the supplier confirms their readiness to deliver the requested goods and agrees to conclude a transaction with the buyer in the case of approval of the purchase request (i.e. when the purchase request becomes a purchase order).

**Autonomous automatic process** - a process taking place in the E-ordering Subsystem, the course of which is automatically initiated or terminated by certain technically detectable regularities caused by the actions of the buyer or supplier during the effective period of the Agreement.

**Partially approved purchase request** - a purchase request that has been approved by a user of the supplier organisation with changes to the list of goods or number thereof.

**Transaction** - within the framework of the E-procurement process, a procurement contract has been concluded between the supplier and the buyer, which determines the terms and conditions of the delivery of specific goods.

**Electronic Procurement System** (hereinafter - E-procurement System) - an information system, where public procurement procedures and transactions are [performed and the website address of which is www.eis.gov.lv.](http://www.eis.gov.lv)

**E-procurement system maintainer** - the State Regional Development Agency, which provides technical maintenance and functionality development of the E-procurement Subsystem.

**E-ordering system administrator** - the Ministry of Education and Science, which maintains and administers the E-catalogue, as well as provides general supervision and support of the operation of the E-ordering Subsystem.

**Electronic Procurement Process** (hereinafter - E-Procurement Process) - a set of activities as a result of which the buyer and the supplier can enter into a transaction for the delivery of standardised goods under this Agreement and record the quality of deliveries and goods by using the E-procurement System.

**Electronic catalogue (**hereinafter - E-catalogue**)** - a catalogue of standardised goods, where the buyer places an order and the supplier delivers specific goods.

**E-ordering Subsystem** - a subsystem of the E-procurement System, where a participant of the E-procurement System performs transactions for goods and services available in the E-catalogue.

**Terms of use of the E-ordering System** - a set of documents that determines   
the technical regulations for the use of E-catalogues. Compliance with these provisions shall be binding on the contracting Parties insofar as they do not conflict with the terms and conditions of this Agreement.

**User of the E-ordering Subsystem** - the employee of the buyer, who represents the buyer within the framework of E-procurement process and creates and approves purchase requests for goods or services included in the E-catalogue on behalf of the buyer, accepts goods or services, makes binding entries in the database regarding the order status of goods or services, deliveries and quality of goods, as well as performs other activities provided for in the conditions of use of the E-ordering Subsystem.

**Identification details** - passwords, user names, code cards and/or other information recorded in electronic or any other form, which is used by the authorised users of the buyer and supplier to access and perform actions of the E-procurement process in accordance with the user instructions.

**Delivery of non-compliant goods** - delivery of such goods that fail to comply with the requirements referred to in the technical specification of the Agreement (Annex 1).

**Delivery of low-quality goods** - delivery of such goods that comply with the requirements referred to in the technical specification of the Agreement (Annex 1), however, the goods are damaged or have defects.

**Fully executed order** - the status of a transaction, which is granted in the E-procurement system by confirming the quality of all delivered goods according to the purchase order.

**Supplier -** a merchant, who has, within the framework of an open tender, acquired the right to participate in the E-procurement process as a supplier of standardised goods as an active supplier. According to the performance of activities within the E-procurement process, each user authorised by the supplier shall be separately identified with the supplier and all users authorised by the supplier shall be identified together, unless this Agreement provides otherwise.

**Authorised user of the supplier** - an employee of the supplier, who can be identified by the E-ordering Subsystem Operator by using their special user name, password, code and/or other identification information that has been assigned to this authorised user. The Authorised Users of the supplier are entitled to represent the supplier within the scope of their competence in connection with the conclusion of transactions and performance of other activities under this Agreement or the E-Catalogue user Instructions within the framework of the E-Procurement process.

**Supplier's authorised administrator** - the authorised user of the supplier, who updates the data of the supplier's organisation, is entitled to create a new system user profile in the system and to make the necessary changes, as well as to perform other actions permitted under this Agreement or the terms of use of the E-ordering subsystem.

**Supplier’s authorised supplier** - the authorised user of the supplier, who is entitled to agree to review and approve the purchase request, register the status of the delivery of goods consignment, as well as perform other actions permitted under this Agreement or the terms of use of the E-Ordering Subsystem.

**Buyer** - a state administration or local government institution registered in the E-ordering subsystem, a local government, another derived public person or an institution thereof, which is considered to be the contracting authority in the meaning of the Public Procurement Law, or a European Union Institution, executive agency or a structure registered in the territory of the Republic of Latvia, which can be considered a contracting authority.

**Buyer's authorised administrator** - the user of the E-ordering Subsystem, who updates the data of the buyer's organisation, is entitled to create a new system user profile in the system and to make the changes in the profile, as well as to perform other actions permitted under this Agreement or the terms of use of the E-ordering subsystem.

**Buyer's authorised approver** - a user of the E-ordering Subsystem, who is entitled to approve purchase requests for goods included in the E-catalogue, make changes to purchase requests (i.e. reduce the number of purchased goods, delete goods from the purchase request) and perform other operations permitted under this Agreement or the terms of use of the E-ordering Subsystem.

**Buyer's authorised purchaser -** a user of the E-ordering Subsystem, who is entitled to search the E-Catalogue, create purchase requests for goods included in the E-Catalogue, make binding entries in the database regarding purchase order status and perform other operations permitted under this Agreement or the terms of use of the E-Ordering Subsystem.

**Buyer's authorised consignee** - a user of the E-ordering Subsystem, who is entitled to make binding entries in the database regarding the receipt, status and quality of delivery of goods, as well as to perform other activities permitted under this Agreement or the terms of use of the E-ordering Subsystem.

**Purchase order** - a purchase request approved by the buyer, i.e., the consent of the buyer and the supplier to conclude the transaction in accordance with the essential terms agreed in the process of the approval of the purchase request confirmed by binding entries in the database.

**Purchase request** - a purchase request created by the buyer's authorised purchaser for the purchase of specifically marked goods included in the E-catalogues, i.e. an offer to conclude a transaction, indicating the quantity of goods, price, delivery time and delivery address.

**Goods** - standardised goods (including additional equipment, accessories, improvements) in accordance with the classification of E-catalogues and the minimum technical requirements specified therein that the buyer purchases and the price, code, name, description, number of units, technical specifications and other descriptions of which are mentioned in the purchase order.

**Shopping cart** - a list of products selected by the user for the creation of purchase request(s), including the name of the screen form.

**Regions** - Territorial areas defined in the Electronic Procurement System for different pricing of suppliers:

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| Riga | Ādaži municipality, Jūrmala city municipality, Ķekava municipality, Mārupe municipality, Olaine municipality, Riga city municipality, Ropaži municipality, Salaspils municipality, Saulkrasti municipality, Sigulda municipality |
| Kurzeme | South Kurzeme municipality, Kuldīga municipality, Liepaja city municipality, Saldus municipality, Talsi municipality, Ventspils municipality, Ventspils city municipality |
| Vidzeme | Aizkraukle municipality, Alūksne municipality, Cēsis municipality, Gulbene municipality,  Limbaži municipality, Madona municipality, Ogre municipality, Smiltene municipality, Valka municipality, Valmiera municipality |
| Latgale | Augšdaugava municipality, Balvi municipality, Daugavpils city municipality, Krāslava municipality, Līvāni municipality, Ludza municipality, Preiļi municipality, Rēzekne municipality, Rēzekne city municipality, Varakļāni municipality |
| Zemgale | Bauska municipality, Dobele municipality, Jelgava municipality, Jelgava city municipality, Jēkabpils municipality, Tukums municipality |

**Binding entry in the database** - duly identified actions performed by the authorised user buyer or supplier in the system, that conform to the scope of the relevant authorised user's rights, while approving or rejecting the purchase request, purchase order, acceptance of goods, refusal to accept delivery or other binding actions in the system.

**System** - Electronic environment and data set of E-procurement process.

**General agreement** - an agreement (including all annexes thereof) between the buyer, the supplier and the administrator of the E-ordering Subsystem for the performance of transactions in the E-procurement process and the delivery of the relevant goods.

**C. PRINCIPAL TERMS AND CONDITIONS OF THE GENERAL AGREEMENT**

**1. GENERAL PROVISIONS**

1.1. A buyer registered in the E-ordering subsystem is automatically considered to be a participant of this Agreement with the right to participate in the E-procurement process and, as a result, to conclude transactions with the supplier specified in Section 1.2 of the Agreement.

1.2. By concluding the Agreement, while observing the restrictions and conditions specified in the open tender documents, if such have been specified, the supplier acquires the right to participate in the E-procurement process and, as a result, to conclude transactions with the buyer specified in Section 1.1 of the Agreement for the delivery of the goods listed in the E-catalogue by using the E-ordering Subsystem.

1.3. Under the agreement, the supplier shall confirm their offers for the supply of goods. The general proposal of a supplier to customers consists of the proposal of each supplier and the requirements of the minimum technical specification (Annex 1). During the execution of a specific transaction, the offer of the supplier consists of the goods offered in the E-catalogue, which:

1) possess technical parameters that are better or equal to those specified in Annex 1;

2) have a price that is lower than or equal to that which is specified in Annex 1.

1.4. Delivery time is calculated at the moment of the placement of the purchase request, taking into account the time that is allotted for the coordination of the order - 4 (four) business days, which includes 2 (two) business days for the approval of the supplier and 2 (two) business days for the approval of the buyer, and delivery time in accordance with the General Terms and Conditions for the Supply of Goods Transactions (Annex 2). The delivery time of the goods shall be 35 business days, but the customer can specify a longer delivery time in the purchase request.

1.5. The Buyer may submit a purchase request to the E-ordering Subsystem, observing the minimum order amount indicated in the List of Specific Requirements of the Product Groups (Annex 3), during the entire effective term of the Agreement.

1.6. By choosing a specific product according to one of the technical specifications of the goods defined in the E-ordering Subsystem, the buyer:

1.6.1. may place any product into the shopping cart that meets the minimum technical specification requirements specified in Annex 1 to this Agreement and the additional equipment or features, if any are required, and the lowest price corresponding to this specification that has been determined on the basis of competition between suppliers;

1.6.2. may use the transaction comments field to select the condition that an undivided order volume or a specific undivided order part must be delivered, if it is necessary to ensure mutual compatibility of the purchased goods or services for the specific order, by substantiating such necessity (if such possibility and conditions are provided in the list of Product Group Specific Requirements (Annex 3));

1.7. The E-ordering Subsystem offers the buyer goods with prices that are not lower than the relevant specification in cases where the possible purchase request of the goods placed in the cart for one of the suppliers fails to reach the minimum order quantity specified in this Agreement or the buyer drafts an additional order from a purchase request that has been rejected or partially approved.

1.8. The E-ordering Subsystem (unless there are less than 3 (three) business days left until the end of the Agreement) shall send an order notification to all suppliers of the Agreement, setting 3 (three) business days for determining particularly advantageous prices in the following cases:

1.8.1 the amount of goods or services selected by the buyer within the E-catalogue is equal to or exceeds the contract price for supply or service contracts specified in Paragraph Four, Section 8 of the Public Procurement Law;

1.8.2. the sum total for goods or services selected by the buyer within the E-Catalogue is equal to or exceeds the price threshold specified on the List of Specific Requirements for Goods (Annex 3), if so specified by the E-ordering Subsystem Operator;

1.8.3. when creating the specific order, regardless of the amount of selected goods or services, the buyer has chosen a condition[[1]](#footnote-1) that the e-ordering subsystem sends an order notification to all active suppliers in the subsystem for the relevant item or items, in order to ensure favourable pricing.

1.9. For the order indicated in Section 1.8 of the Agreement, the buyer is entitled to indicate:

1.9.1. the maximum amount of financial resources available for the relevant transaction;

1.9.2. reasonable preconditions for the conclusion of a transaction or conclusion of the transaction in the full amount of the order.

1.10. In terms of legal effect, a transaction concluded within the framework of the E-procurement process, shall be equivalent to a contract drawn up in writing and signed for the supplier from the moment when the supplier's authorised supplier has informed the buyer of the consent to fulfil the purchase request and, for the buyer - from the day the buyer's authorised approver has approved the purchase order. Within the framework of this Agreement, the buyer and the supplier undertake to acknowledge all activities performed by the buyer's or supplier's authorised users within the framework of the use of the E-ordering Subsystem and the E-Procurement process as legally binding. The buyer and the supplier acknowledge that they are bound by the entries in the database and agree that the set of relevant binding entries in the database confirms their unconditional consent to the conclusion of the specific supply transaction.

1.11. If, for reasons beyond the control of the buyer or supplier, access to the E-ordering Subsystem is totally or partially impossible due to system errors or server and database malfunctions, the buyer and the supplier shall not be liable for the failure to perform their liabilities during the respective period of access failure.

**D. AUTHORISED USERS OF THE BUYER AND THE SUPPLIER**

**2. BUYER'S E-ORDER SUBSYSTEM USERS AND SUPPLIER'S AUTHORISED USERS AND THEIR ACTIVITIES IN THE E-PROCUREMENT PROCESS**

2.1. A supplier, who has acquired the right to enter into the Agreement within the framework of the Customer's centralised procurement procedure as a supplier of goods or services to subscribers registered in the E-ordering Subsystem, and who is not registered in the E-ordering Subsystem and does not have a registered administrator authorised by the supplier, who may perform actions permitted by Sub-section 2.4.1 of this Agreement, shall submit the registration application of the E-procurement System participant - supplier and the administrator's authorisation and confirmation document to the E-ordering Subsystem Operator.

2.2. For each user category (status) there is a certain amount of competence required to perform activities within the framework of the E-procurement process. Only employees of the buyer/supplier may be appointed as users for the activities specified in the Agreement or annexes thereof. Users are entitled to take all necessary actions within the framework of the E-procurement process in order to be able to conclude a legally binding supply transaction between the buyer and the supplier in accordance with their competence.

2.3. The buyer is responsible for the actions of the buyer’s users of the E-ordering Subsystem within the E-ordering Subsystem. The following buyer's E-catalogue users are distinguished within the framework of the e-procurement process:

2.3.1. **The buyer's authorised approver** is the buyer’s user of the E-ordering Subsystem with the widest scope of competence. The buyer's authorised approver is entitled to approve purchase requests for goods included in the E-catalogue, as well as to make changes in purchase requests (for example, reduce the number of purchased goods, delete goods from the purchase request). Only after approval by the buyer's authorised approver does the purchase request acquire the status of a purchase order (Approved Order or Partially Approved Order). The Buyer's authorised approver may submit requests for changes to the buyer's data, as well as submit claims to the supplier and the E-ordering Subsystem Operator regarding the supplier's actions within the framework of the E-Procurement process. The buyer's authorised approver is also entitled to perform other activities in relation to the buyer's authorised approver that are specified in the Terms of Use of this Agreement or the E-ordering Subsystem. The buyer’s authorised approver shall ensure general supervision of the purchaser's authorised users. If the buyer has several authorised approvers, the division of their rights and obligations as well as the maximum order limit for a particular authorised approver shall be determined in accordance with the internal documents of the buyer, however, such restriction of rights shall not apply to third parties;

2.3.2. **Buyer's authorised administrator** is entitled to create E-order Subsystem user accounts in the system and make the necessary changes to the data of the respective E-order subsystem users of the buyer. The buyer's authorised administrator is also entitled to perform other activities in relation to the buyer's authorised administrator that are specified in the Terms of Use of this Agreement or the E-ordering Subsystem. The Buyer's authorised administrator shall provide training on the work with the E-ordering Subsystem and implementation of operations within the E-Procurement process to other buyer’s users of the E-ordering Subsystem. If necessary, consults with the Operator of the E-ordering Subsystem on the operational issues of the E-ordering Subsystem and informs other users of the buyer's E-ordering Subsystem;

2.3.3. **The buyer's authorised purchaser** is entitled to select goods from the E-catalogue and/or perform a search in the E-catalogue, prepare purchase requests for goods included in the E-catalogue, make binding entries in the database on the status of the purchase order. The buyer's authorised purchaser is also entitled to perform other activities that, in relation to the buyer's authorised purchaser, are specified in this Agreement or Terms of Use of the E-ordering Subsystem;

2.3.4. **The buyer's authorised consignee** is entitled to make binding entries in the database regarding the status of receipt of delivery of goods (for example, 'received', 'partially received', 'refused'). The buyer's authorised consignee is also entitled to perform other activities that, in relation to the buyer's authorised consignee, are specified in this Agreement or Terms of Use of the E-ordering Subsystem.

2.4. The buyer is responsible for the activities of the supplier's authorised users within the E-ordering Subsystem. The following supplier's users are distinguished within the framework of the e-procurement process:

2.4.1. **The supplier's authorised administrator** is entitled to create a “supplier's authorised supplier” account as a system user and make the necessary changes to the data therein. The supplier's authorised administrator may submit requests for changes in the supplier's data for approval. The supplier's authorised administrator is also entitled to perform other activities in relation to the supplier's authorised administrator that are specified in the Terms of Use of this Agreement or the E-ordering Subsystem. The supplier's authorised administrator is not entitled to create and/or make changes to the “supplier's authorised administrator” system user profile. The authorised administrator of the supplier shall provide training to other authorised users of the supplier to perform activities within the framework of the E-procurement process;

2.4.2. **Supplier’s authorised supplier** is entitled to agree to implement the purchase request, to register the status of the shipment, make on-line updates to the agreed changes in the range of goods offered by the supplier, to create and execute reports, to browse E-catalogues, while seeing lower prices of the products of other suppliers in the same product categories as the supplier’s product range. The authorised supplier is also entitled to perform other activities that, in relation to the authorised supplier, are specified in this Agreement or Terms of Use of the E-ordering Subsystem.

2.5. Authorised users of the buyer and of the supplier:

2.5.1. get acquainted with the provisions of the Agreement, which relate to the activities of the relevant person in the E-ordering Subsystem, and the terms of use of the E-ordering Subsystem, and comply with them during the effective period of the Agreement;

2.5.2. agree to the processing of data in accordance with the Privacy Policy of the Electronic Procurement System (<https://www.eis.gov.lv/EIS/Publications/PublicationView.aspx?PublicationId=5&systemCode=CORE>) within the framework of the E-ordering Subsystem;

2.5.3. shall respect confidentiality regarding all information identified as confidential or to be treated as confidential in connection with the use of the E-ordering Subsystem, including but not limited to passwords, user names and codes. If the user becomes aware of the disclosure of its or another user's identification tools or suspects the disclosure of said information, the user shall immediately inform the administrator of its organisation or the Operator of the E-ordering Subsystem by sending a notification;

2.5.4. are entitled to submit notifications to the Operator of the E-ordering Subsystem regarding technical malfunctions and problems in the operation of the E-procurement process.

2.6. The operator of the E-ordering Subsystem has the right to limit the number of users. The operator of the E-ordering Subsystem shall inform the official of the buyer/supplier about the refusal to register the user.

2.7. After the receipt of the notification indicated in Sub-section 2.5.3 of this Agreement, the operator of the organisation or the E-ordering Subsystem shall render the relevant identification tools unusable for work in the E-procurement process and replace them with new identification tools within 1 (one) business day.

**E. ACTIONS OF E-PROCUREMENT PROCESS PARTICIPANT**

**3. GENERAL PRINCIPLES, TERMS AND CONDITIONS OF BUYER'S OPERATION   
(incl. CHOICE OF SUPPLIER) IN THE E-ORDERING SUBSYSTEM**

3.1. The Buyer's activities in the E-ordering Subsystem are governed by this Agreement, as well as the Terms of Use of the E-ordering Subsystem published in the respective section of the E-ordering Subsystem website available to the Buyer, insofar as they do not conflict with the terms of this Agreement.

3.2. In accordance with their competence, the buyer’s users of the E-ordering Subsystem prepare a purchase order for specific goods mentioned in the E-catalogue on behalf of the buyer (before approval, the users are entitled to call it a purchase request) and submit it within the framework of the E-procurement process, while, among others, observing the following requirements:

3.2.1. Buyer’s users of the E-ordering Subsystem are responsible for the information specified in the purchase order, incl. the truthfulness of the delivery address and payment details;

3.2.2. The buyer is obliged to place an order for the purchase of goods, by observing the information provided by the supplier regarding the number of units of the specific goods in one original package;

3.2.3. The Buyer is obliged to indicate all the information necessary for concluding (executing) the transaction in the transaction comment fields, including the information that must be specified in the Technical Specifications (Annex 1) or on the List of Specific Requirements for Goods (Annex 3).

3.3. After receiving confirmation of the possibility of delivery of goods from the supplier, the buyer is obliged to confirm or amend the purchase order within 2 (two) business days. In the event of approval, the buyer shall conclude a transaction for the supply of goods with the supplier who has submitted proof of the possibility of delivery of the relevant goods by making the relevant binding entry in the database.

3.4. The buyer is entitled to refuse to confirm the purchase order in any of the following cases:

3.4.1. the purchase request has been approved and sent to the supplier due to a system malfunction;

3.4.2. the supplier has not confirmed their readiness to deliver all the ordered goods within the required delivery time, and, due to such circumstances, the buyer is not interested in the execution of the order;

3.4.3. in the cases specified in Sub-section 1.9.1 of the Agreement, the purchase amount exceeds the maximum amount of financial resources available for the specific transaction specified by the buyer;

3.4.4. the preconditions for the conclusion of the transaction or conclusion thereof in the full amount of the order have not set in, in accordance with the cases provided for by Sub-section 1.9.2 of the Agreement;

3.4.5. transaction provided for by Section 1.9 cannot be concluded due to objective circumstances that have occurred after the creation of the order.

3.6. The Buyer is obliged to accept the ordered goods from the specific supplier in accordance with the general terms and conditions of the supply of goods transactions concluded within the framework of the E-procurement process (Annex 2).

3.7. The Buyer is entitled to refuse an already confirmed purchase order or unilaterally withdraw from the concluded procurement transaction in the cases specified in the General Terms and Conditions of the Supply of Goods Transactions (Annex 2).

3.8. The buyer's authorised consignee shall immediately make the relevant necessary entries in the database regarding the fact of delivery in accordance with the general terms and conditions of the supply of goods transactions (Annex 2). If the buyer fails to perform the relevant actions, the buyer receives reminder notifications within the system, after which, if the buyer does not perform the intended actions, the system assumes that the fact of delivery has occurred. An appropriate entry in the database shall also be made in the event where the buyer has only accepted the delivery in part thereof or has refused to accept the goods to be delivered completely.

3.9. The buyer shall have the following rights:

3.9.1. to submit a written claim to the supplier (at the same time informing the operator of the E-ordering Subsystem) regarding the activities of the supplier, as a result of which the supplier has violated the operations specified in the terms and conditions of E-ordering Subsystem usage during the E-procurement process;

3.9.2. to submit suggestions and proposals regarding the optimisation, supplementation and other improvements in the operation of the E-ordering Subsystem and the E-procurement process to the operator of the E-ordering Subsystem.

3.10. The buyer is obliged to maintain the security procedures of the buyer's information system by ensuring at least the protection of the information system against viruses and unauthorised access of third parties to the computers and data of the buyer's E-ordering Subsystem users.

**4. GENERAL PRINCIPLES, TERMS AND CONDITIONS OF SUPPLIER'S OPERATIONS IN THE E-PROCUREMENT SYSTEM**

4.1. The supplier’s activities in the E-ordering Subsystem are governed by this Agreement, as well as the Terms of Use of the E-ordering Subsystem published in the respective section of the E-ordering Subsystem website available to the supplier, insofar as they do not conflict with the terms of this Agreement.

4.2. Under this Agreement, the supplier shall:

4.2.1. ensure the placement of all types of goods that comply with the requirements (with all additional equipment and additional features, if any are provided for) referred to in Annex 1 into the E-catalogue no later than within 5 (five) business days from the moment of signing of the Agreement in the amount specified in Section 4.2.2 of the Agreement;

4.2.2. ensure that during the time period specified in Section 4.2.1 of the Agreement, the types of goods offered by the Supplier under the Agreement are included into the E-catalogue (including available to buyers for purchase during the entire effective period of the Agreement), while observing the following simultaneously applicable minimum amount conditions[[2]](#footnote-2):

4.2.2.1. not less than 90% (ninety percent) of the total amount of all types of goods;

4.2.2.2. not less than 100% (one hundred percent) of the eligible goods or types of goods that were determined as mandatory during the procurement procedure or for the performance of which the supplier or their tender was evaluated during the procurement procedure or which influenced the selection of the supplier's tender during the procurement procedure;

4.2.3. ensure that for each product placed in the E-catalogue at least the minimum specific information that is provided for by the List of Specific Requirements for Groups of Goods is indicated (Annex 3);

4.2.4. undertakes to comply with the maximum price levels set for the goods (Annex 1), while ensuring that the same goods (identical goods with identical configurations) offered in separate product groups have the same price; is entitled to set discounts on prices depending on the number of ordered goods; constantly updates the prices of goods, but not more than 5 (five) times within one calendar day;

4.2.5. undertakes to deliver goods that comply with the requirements of the Technical Specification (Annex 1) in the appropriate quality, appropriate packaging and in the required quantity and to ensure the warranty obligations for the delivered goods (including all warranty conditions that have been determined in technical specifications), if such are provided for the respective goods;

4.2.6. confirms their consent and observes the General Terms and Conditions for the Supply of Goods Transactions (Annex 2) and the individual requirements specified for each group of goods and the specific nature of delivery set forth on the List of Specific Requirements for Groups of Goods (Annex 3).

4.3. The goods offered by the supplier in Section 4.2.2 of the Agreement are included in the E-catalogue, and jointly constitute the general proposal for the buyers. When preparing purchase requests, the buyers are entitled to rely on the supplier to be able and be obliged to deliver all relevant goods included in the E-catalogue within the time period, in the quality and quantity required by the buyer.

4.4. The E-ordering Subsystem users of the supplier shall confirm the purchase request received from the buyer no later than within 2 (two) business days. The supplier is not entitled to refuse (fail to confirm) or reduce the purchase request of the buyer, unless the buyer:

4.4.1. has reduced the initial amount of goods ordered in the purchase request;

4.4.2. has failed to make settlement with the supplier for the previously performed delivery of goods ordered through the E-ordering Sub-system for longer than 3 (three) months from the date of delivery of the goods (right of withdrawal). When exercising the right to refuse a purchase request stipulated in this paragraph, the supplier, when registering a refusal in the E-ordering Subsystem, must provide the justification for refusal, which includes a reference to the purchase request identification number in the E-ordering Subsystem that the buyer has not paid up, and the number of the unpaid consignment note;

4.4.3. has chosen goods that they do not have the right to purchase and that the supplier has no right to deliver to that buyer accordingly;

4.4.4. has specified such preconditions for concluding the transaction or concluding it in full, which are in conflict or are incompatible with the requirements of the technical specification (Annex 1), and the supplier is unable to perform such transaction[[3]](#footnote-3).

4.5. If the supplier, except for in the case indicated in Section 4.4.1 of this Agreement, rejects (fails to confirm) the buyer's purchase request or reduces the amount of the purchase request, they shall not participate in the re-selection of goods.

4.6. By sending confirmation to the buyer regarding the possibility to deliver the relevant goods, the supplier makes a unilateral irrevocable specific offer to the buyer to enter into a legally binding supply of goods transaction in accordance with the General Terms and Conditions for the Supply of Goods Transactions (Annex 2).

4.7. The supplier shall have the right:

4.7.1. to submit a written claim to the buyer (at the same time informing the operator of the E-ordering Subsystem) regarding the activities of the buyer, as a result of which the buyer has violated the terms and conditions of the Agreement (annexes thereto) or rules of operation specified in the terms and conditions of the E-ordering Subsystem during the E-procurement process;

4.7.2. to withdraw in writing from any further supply of goods or types of goods (except for those goods or types of goods that were determined as mandatory during the procurement procedure or that influenced the choice of the supplier's proposal during the procurement procedure) within the framework of the Agreement, or from further participation in the Agreement;

4.7.3. to submit suggestions and proposals regarding the optimisation, supplementation and other improvements in the operation of the E-ordering Subsystem and the E-procurement process to the operator of the E-ordering Subsystem;

4.7.4. to use technical means and tools for the purposes of automation of the work of their users, by informing the operator of the E-ordering Subsystem in writing regarding the use of such means or tools and in compliance with the restrictions and requirements included in Section 4.8 of the Agreement.

4.8. In the case of the use of automated technical means and tools, the supplier shall ensure that:

4.8.1. the technical means or tool is only used by a specific user profile of the supplier on the E-ordering Subsystem from a specific IP address, regarding which the supplier has notified the operator of the E-ordering Subsystem;

4.8.2. the supplier and the user of the E-ordering Subsystem specified by them in Section 4.8.1 can be reached by using the contact information specified in the user profile;

4.8.3. the operation of the technical means or tool shall be monitored, including the correctness and frequency of requests for information[[4]](#footnote-4), the flow of incorrectly addressed requests to the eis.gov.lv website, as well as other activities of the technical means or tool that are in conflict with the terms of use of the E-ordering Subsystem shall be immediately eliminated.

4.9. The supplier is obliged to maintain the security procedures of the information system used by them by means of ensuring at least the protection of the information system and devices against malware (computer viruses) and unauthorised access of third parties to the computers and data of the supplier's authorised users.

**5. PRINCIPLES AND RULES OF OPERATION OF THE E-ORDERING SUBSYSTEM OPERATOR IN THE E-ORDERING SUBSYSTEM**

5.1. The E-ordering Subsystem operator shall provide technical maintenance and administration of the E-ordering Subsystem, maintain the E-catalogue, as well as provide general supervision, support and functionality development of the E-ordering subsystem. In implementing the aforementioned functions, the operator of the E-ordering Subsystem provides the technical environment for the transactions, but does not enter into a specific contractual relationship between the buyer and the supplier and does not assume any confirmation, warranty or guarantees of the buyer and the supplier with respect to contractual liabilities of the buyer and supplier (i.e. the E-ordering Subsystem operator is not a party to transactions), nor the operator enters into operations of the users of the E-ordering Subsystem authorised by the parties.

5.2. By implementing the functions referred to in Section 5.1 of the Agreement, the E-ordering Subsystem operator shall provide basic training and, if required, provide user support to the authorised administrators appointed by the parties to work with the E-ordering Subsystem within the E-procurement process.

5.3. The operator of the E-ordering Subsystem has the right:

5.3.1. to request an original copy of the written confirmation from the supplier, which confirms the briefing of the authorised administrator on the terms of use of the E-ordering Subsystem and on the fact that the administrator has been informed of their data processing within the framework of the system, unless otherwise provided for by other effective regulatory enactments;

5.3.2. to make changes to the E-ordering Subsystem, E-catalogue and technical processes. The operator of the e-ordering subsystem shall inform the authorised administrators of the parties accordingly about planned changes that affect the operating rules or procedures of the buyer or supplier within the framework of the E-procurement process. The operator of the E-ordering Subsystem shall commence the process of change implementation no earlier than 5 (five) calendar days after the parties have been notified of the change, except for in the cases where the change is necessary to ensure the protection of information from unauthorised use by third parties or for the purposes of emergency response;

5.3.3. to use the E-ordering Subsystem for the tracking of any transaction that involves ordering/receipt of goods without the consent of the party, including the need to perform inspections and control of the compliance with the requirements of the Agreement:

5.3.3.1. at their own initiative to request suppliers to submit samples of the goods to be delivered and the documentation and certification required for the goods at any time during the effective period of the Agreement;

5.3.3.2. at their own initiative, to require the buyers to submit the documents required for the creation of the purchase request, conclusion of the transaction or its execution as provided for by the external legal acts or the Agreement;

5.3.3.3. to check the compliance of the goods and the documentation and certification required for the goods at the premises of the supplier or the customer (if the goods that have already been delivered are being inspected).

The Operator of the E-ordering Subsystem shall not be entitled to disclose information obtained in the course of such inspection (except for in the cases where non-compliance with the provisions of this Agreement or a potential violation of regulatory enactments is detected, or where the information is requested by an authority entitled to request and receive information related to the conclusion and implementation of the Agreement for the purposes of implementing their tasks or functions provided for by an external regulatory enactment) to third parties;

5.3.4. to request (including from the supplier) evidence that the supplier's qualification still complies with the requirements specified in the contract notice and procurement procedure documents, according to which the E-procurement System Operator had assessed the supplier's qualification during the procurement procedure;

5.3.5. to suspend or limit the provision of the response to requests made by technical means or tools used by the Supplier, if their average frequency exceeds the frequency specified by the E-ordering Subsystem Operator, which the E-ordering Subsystem Operator is entitled to change at any time in accordance with the identified system load.

5.4. The E-ordering Subsystem Operator is entitled to unilaterally suspend the Agreement in the part thereof that provides the right of a particular party or its authorised user to participate in the E-procurement process (including, to impose an obligation on the party to eliminate the violation and its consequences) or to unilaterally terminate the Agreement regarding a particular party, if:

5.4.1. the supplier/buyer or their authorised user uses the E-ordering Subsystem in violation of the requirements of external regulatory enactments or in significant (or repeated) violation of this Agreement, incl. the conditions of use of the Technical Specifications (Annex 1), the General Terms and Conditions for the Supply of Goods Transactions (Annex 2), the List of Specific Requirements for the Groups of Goods (Annex 3) and the Terms of Use of the E-ordering Subsystem;

5.4.2. the supplier/buyer or any authorised user uses the E-ordering Subsystem for illegal purposes, interferes with the operation of the system or hinders the transaction process within the system;

5.4.3. the supplier or their user of the E-ordering subsystem does not fulfil the requirements of the Operator of the E-ordering Subsystem arising from an external legal enactment or the Agreement;

5.4.4. the buyer’s user of the E-ordering subsystem does not fulfil the requirements of the Operator of the E-ordering Subsystem arising from an external legal enactment or the Agreement.

5.5. The Operator of the E-ordering Subsystem is entitled to unilaterally, for a set period of time or until the termination of the Agreement, exclude the product or any type of product from the E-catalogue or deactivate it (including the prohibition to the supplier of the right to place the relevant goods in the E-catalogue and obliging them to eliminate the violation and consequences thereof), if the supplier or their user of the E-ordering Subsystem violates this Agreement, including the requirements of the Technical Specifications (Annex 1), General Terms and Conditions for the Supply of Goods Transactions (Annex 2) or the List of Specific Requirements for Groups of Goods (Annex 3) applicable to the relevant product or type of goods - including commission or permission of the following violations:

5.5.1. has not placed goods within the specified period and to the extent specified in the Agreement, or has failed to indicate all the information regarding goods required by the Agreement or annexes thereof, or this information is not exhaustive or is misleading;

5.5.2. has indicated different prices for the same goods with identical configurations and additional equipment (additional properties) (in this case the E-ordering Subsystem operator may, at their discretion, not exclude the goods by setting one price for all relevant goods based on the lowest price offered by the respective supplier for such goods) or violates other pricing conditions of the Agreement or annexes thereof;

5.5.3. has made a note in the system regarding the fact of dispatch of the goods for delivery, which has not actually taken place or has performed the actual delivery of the goods, but has failed to mark the fact of dispatch of the goods in the system;

5.5.4. except for in the cases specified in the Agreement or its annexes, refuses or does not approve the purchase request of the buyer or reduces the amount of the purchase request;

5.5.5 has placed in the E-catalogue or delivers a product that is non-compliant with the technical specifications (including requirements for the fulfilment of which the supplier or their tender proposal was evaluated during the procurement procedure or which influenced the selection of the supplier's tender proposal during the procurement procedure) or a product not included in the subject of the procurement;

5.5.6. delivers a number of goods that differs from the number of ordered goods, or the delivery price differs from the price calculated by the system within the framework of the order and/or exceeds the maximum price of the goods indicated in the proposal;

5.5.7. without coordinating the replacement of goods with the E-ordering Subsystem Operator, changes the product (its manufacturer), includes in the catalogue or places such other (another manufacturer’s) product in the catalogue, or delivers a product that is not offered in the product catalogue of the system at all, i.e. supplies any other product that does not belong within the range of products that the procurement procedure was organised and the catalogue was opened for;

5.5.8. delivers goods with documentation that does not contain all the information required by the Agreement or its annexes.

5.6. The Operator of the E-ordering Subsystem, having first informed the supplier and the buyer about the relevant activities, is entitled to suspend or terminate the purchase request created, or an order placed in the system at any stage in any of the following cases:

5.6.1. the order has been executed in violation of the requirements of external law applicable to transactions in the E-ordering Subsystem, or in material breach of this Agreement or the terms of use of the system, or to use the E-ordering Subsystem in any other way for illegal purposes or to disrupt the operation of the system;

5.6.2. the order contains such conditions that, under specific circumstances, restrict competition in the system or the Operator of the E-ordering Subsystem has reasonable suspicions that the order has been performed with the aim to distort competition in the system;

5.6.3. the purchase request/order contains a product that clearly fails to meet the minimum requirements of the technical specification, and a risk of immediate purchase of a product that does not comply with the requirements of the technical specification is detected.

5.7. Where necessary, the Operator of the E-ordering Subsystem is entitled to suspend in full or in part, the access of the buyer or supplier, or any of their authorised users, to the E-ordering Subsystem in the following cases:

5.7.1. in order to improve the E-ordering Subsystem and to introduce changes in the system;

5.7.2. in compliance with the legal requirements of an administrative or judicial authority.

5.8. The Operator of the E-ordering Subsystem (regardless of the use of the rights stipulated in Sections 5.4‒5.10 of the Agreement) is entitled to impose a contractual penalty on the supplier for each case, where the supplier, except for in the case specified in Section 4.4 of the Agreement, refuses or does not approve the purchase request of the buyer or reduces the amount of the purchase request (hereinafter - a violation), while observing the following conditions:

5.8.1. the amount of the contractual penalty for each case of violation is set in the amount of 10% (ten percent);

5.8.2. the supplier shall pay the calculated contractual penalties on the basis of an invoice drawn up by the Operator of the E-ordering Subsystem and submit proof of payment to the Operator of the E-ordering Subsystem within 20 (twenty) business days from the date when the invoice was sent. If the E-ordering Subsystem Operator detects several violations during the inspection, the E-ordering Subsystem Operator shall prepare one invoice for such;

5.8.3. if the supplier applies the contractual penalty within the period stipulated in Section 5.8.2 of the Agreement or pays an insufficient amount of the penalty, the E-catalogue Operator is entitled to unilaterally suspend the Agreement in the part on the right of a particular party to participate in the E-procurement process until the contractual penalty is completely settled.

5.9. In exercising the right stipulated in Sections 5.4‒5.8 of the Agreement, the E-ordering Subsystem Operator is entitled to suspend the operation of the relevant party in the E-ordering Subsystem or make all passwords of the E-ordering Subsystem users of the relevant parties unusable, thus denying the users access to the E-ordering Subsystem.

5.10. The restrictions and actions provided for in this Chapter of the Agreement regarding violations of the Agreement or annexes thereof shall be applied by the E-ordering subsystem operator, unless otherwise specified in the Agreement[[5]](#footnote-5) (E-catalogue manager).

5.11. The suspension or termination of the Agreement specified in Section 5.4 in relation to the specific party shall be decided by an *ad hoc* violation review commission consisting of not less than 3 (three) members and established by the Operator of the E-ordering subsystem.

5.12. The commission shall make the decision on the suspension or termination of the Agreement with the particular contracting party in the area of private law within one month from the date of the detection of the violation. If for objective reasons it is not possible to comply with the one-month term, the commission may extend it for another month by notifying the party thereof.

5.13. In exercising the rights referred to in this Chapter, the E-ordering Subsystem Operator shall not be liable for any losses that the parties have or may have incurred, including any losses due to the implementation of changes in the E-ordering Subsystem, suspension of the respective party in the E-ordering Subsystem or denial of access rights to the E-ordering Subsystem for authorised users.

**6. TERMS FOR THE REPLACEMENT OR ATTRACTION OF SUBCONTRACTORS**

6.1. The Supplier is not entitled to replace subcontractors, as well as to involve additional subcontractors in the performance of the Agreement without coordination with the E-ordering Subsystem Operator.

6.2 The E-ordering Subsystem Operator shall not agree to the replacement of subcontractors indicated in Section 6.1 of the Agreement, if any of the following conditions exists:

6.2.1. certain requirements were set for the subcontractor in the procurement procedure documentation and the subcontractor proposed by the supplier fails to comply with them;

6.2.2. a subcontractor, on the abilities of which the Supplier has relied during the procedure to certify the compliance of their qualifications to the requirements of the procurement procedure, is replaced and the proposed subcontractor does not have at least the same qualifications that the Contractor had referred to, when certifying their compliance with the requirements set forth in the procurement procedure;

6.2.3. a subcontractor is replaced, the abilities of which the selected Candidate has relied on to certify compliance of its qualifications to the requirements specified in the contract notice and the procurement procedure documents, and the proposed subcontractor does not have at least the same qualifications that the selected Candidate referred to in the procurement procedure when certifying its compliance with the requirements set forth in the procurement procedure, or it meets the cases for the exclusion of candidates referred to in Paragraph one, Section 42 of the Law On Public Procurements;

6.2.4. the proposed subcontractor, the value of services provided by which is at least 10 percent of the total value of the procurement contract, meets the conditions for the exclusion of candidates specified in Paragraph one, Section 42 of the Public Procurement Law;

6.2.5. upon verifying the compliance of the new subcontractor, the Customer shall apply the provisions of Section 42 of the Public Procurement Law. The deadlines specified in Part Three, Section 42 of the Public Procurement Law shall be counted from the date the request for the change of a subcontractor has been submitted to the Customer;

6.2.6. a change of subcontractor would lead to such amendments in the Candidate's offer which, if initially included therein, would affect the selection of the offer in accordance with the offer evaluation criteria specified in the procurement procedure documentation.

6.3. The Contracting Authority shall not agree to the involvement of a new subcontractor in the event where such changes, if made in the initial offer, would have affected the selection of the offer in accordance with the offer evaluation criteria specified in the procurement procedure documentation.

6.5. The Customer shall make a decision to allow or reject the change in the ~~personnel or~~ subcontractors of the supplier or to involve new subcontractors in the performance of the Agreement as soon as possible, but no later than within 5 (five) business days after the receipt of all information and documents necessary for making such decision in accordance with the provisions of this Section.

**F. FINAL QUESTIONS**

**7. EFFECTIVE PERIOD OF THE GENERAL AGREEMENT, SUSPENSION AND TERMINATION OF THE GENERAL AGREEMENT**

7.1. The Agreement shall be valid for 36 (thirty-six) months from the date indicated in Section 9.1 of the Agreement.

7.2. In order to ensure the continuity of the E-catalogue operation, the E-ordering Subsystem administrator, by drawing up and sending the relevant notice, may unilaterally change (including shorten) the validity period specified in Section 7.1 of this Agreement, by adjusting the expiry date of this Agreement to the effective date of the General Agreement to be consequently concluded.

If the effective period of the Agreement is extended in accordance with the procedures specified in this Section, it shall not exceed 48 (forty eight) months from the date specified in Section 9.1 of the Agreement.

7.3. Upon the expiry of the period indicated in Section 7.1 of the Agreement, the buyer is deprived of the opportunity to place new orders, but the parties are obliged to complete the initiated transactions.

7.4. The agreement regarding a specific supplier shall be terminated by a unilateral notice of withdrawal by the E-ordering Subsystem administrator in the following cases:

7.4.1. if insolvency proceedings have been declared or any other circumstances have occurred, which prevent or will prevent the supplier from continuing the performance of the transaction in accordance with the terms and conditions of the Agreement, or which adversely affect the rights of the buyer that arise from the Agreement and the annexes thereof;

7.4.2. if legal actions related to the seizure of more than 50% (fifty percent) of the supplier's balance sheet assets have been initiated against the supplier;

7.4.3. if after the conclusion of the Agreement, it is established that at the moment of submission of the tender proposal, the supplier has knowingly provided false information, or that the supplier has provided false or incomplete information or confirmations during the conclusion of the Contract or during the performance of the Contract;

7.4.4. if the supplier has arbitrarily terminated the execution of the Agreement, including, if the Supplier cannot be reached at the legal address or the declared address and has failed to remedy the identified default under the Agreement within 5 (five) business days from the receipt of the respective notification;

7.4.5. if the Supplier cannot ensure the compliance of their qualification with the requirements specified in the contract notice and procurement documents or the participation of subcontractors indicated in the procurement documents as specified in the Supplier's tender proposal and has not remedied the identified non-performance of the Agreement within 5 (five) business days from the receipt of the notice;

7.4.6. if the sanction provided for by Section 5.5 of the Agreement is applied upon the particular supplier;

7.4.7. the supplier has been subject to international or national sanctions or significant sanctions imposed by a member state of the EU or the North Atlantic Treaty Organization affecting the financial and capital market interests (or they have been applied and the relevant fact has become known after the conclusion of the Agreement), in accordance with the provisions of Section 11.1.of the Law on International Sanctions and National Sanctions of the Republic of Latvia.

7.5. The termination of the Agreement specified in Section 7.4.6 of the Agreement shall serve as the basis for the refusal to review the proposal and for the exclusion of the tenderer from further participation in the next regular procurement procedure that is organised regarding the subject of the contract included in this Agreement.

7.6. The Agreement may be terminated:

7.6.1. in any part of the procurement subject (part, section or separate item of the relevant product group), if no competitive conditions exist in the relevant part during the effective period of the Agreement, and for this reason the price offered in this part of the E-ordering Subsystem (part of the relevant product group, section or separate item) is disproportionate.

If the Agreement has been terminated in the event specified in Section 7.6.1 of the Agreement and a new procurement procedure for the supply of goods belonging to the relevant product group has been organised (part, section or separate item of the relevant product group), the suppliers awarded the right to conclude a contract shall accede to this Agreement for the duration of this Agreement in the respective product group of the object (part, section or separate item of the relevant product group).

7.6.2. in cases, where further execution of the Agreement is made impossible by force majeure.

**8. FORCE MAJEURE AND EXTRAORDINARY CIRCUMSTANCES**

8.1. The Parties shall be released from liability for the full or partial failure to perform the obligations provided for by the Agreement, if such failure has occurred as a result of force majeure conditions, which occurred no earlier than on the day following the date of entry into force of this Agreement. Force majeure under this Agreement shall include: natural disasters, floods, fires, earthquakes and other natural disasters, as well as war and military hostilities, strikes, government decisions or other events beyond the control of the Parties which could not have been foreseen by the Parties; which can neither be prevented, nor affected, but the fact of which makes the fulfilment of the obligations of this Agreement objectively impossible. In that case, the time limits for the compliance with the obligations shall be extended for the period of time that is equivalent to the duration of time, when the previously stipulated circumstances have existed.

8.2. A party that has been subject to force majeure circumstances must inform the other parties thereof in writing within 3 (three) business days after the occurrence of force majeure circumstances. A party in a situation of force majeure shall, at the request of another party, provide a certificate or other document issued by the competent authorities that contains the confirmation and description of the occurrence of the particular case of force majeure circumstances.

8.3. If due to force majeure circumstances, this Agreement is not enforceable for more than 3 (three) calendar months, then each party has the right to unilaterally withdraw from the further performance of the obligations under this Agreement.

8.4. In exceptional cases, where, as a result of circumstances that are equivalent to force majeure circumstances, which occurred no earlier than on the day that follows the date of entry into force of this Agreement, none of the signatory active suppliers is able to deliver the goods without exceeding the maximum prices fixed in each supplier's tender proposal, the operator of the E-ordering Subsystem, in consultation with industry specialists, as well as, if required, by attracting experts, may increase the fixed maximum price of goods equally for all suppliers to the extent necessary to ensure the supply of goods, the extension of the delivery period indicated in the list of specific requirements for the groups of products (Annex 3) may be performed equally for all suppliers, insofar as it is required for the provision of sensible delivery period.

8.5. Certain exceptions for technical specifications and goods may be determined in the list of specific requirements for product groups (Annex 3) of the Agreement.

**9. PROCEDURE FOR THE ENTRY INTO FORCE AND AMENDING OF THE GENERAL AGREEMENT**

9.1. The agreement shall enter into force on \_\_\_\_\_\_\_\_\_\_\_\_ 2021. For suppliers, Section 4.2.1 of the Agreement shall enter into force upon the signing of the Agreement.

9.2. The agreement shall be amended with the consent of all suppliers affected by the amendments. Amendments to the procedures of Section 8.4 or Section 8.5 of the Agreement, shall be deemed essential and are permissible in accordance with Paragraph 1, Part Three, Section 61 of the Public Procurement Law.

9.3. If the required amendments to the Agreement affect all suppliers at the same time or the amendments are essentially necessary to ensure the validity of the Agreement, suppliers are not entitled to ignore (inaction is impermissible) the request of the E-ordering Subsystem operator to agree or refuse the implemented amendments.

9.4. If, in the case specified in Section 9.3 of the Agreement, the supplier does not agree with the amendment or ignores the request of the E-ordering Subsystem operator to give consent or refusal, if and insofar as legally and factually possible, the supplier maintains its participation within the framework of the Agreement and the amendments to the Agreement shall take effect for other parties.

9.5. Amendments shall be made in writing and shall enter into force upon being signed by the authorised representatives of the suppliers and the Operator of the E-ordering Subsystem.

**10. FINAL PROVISIONS**

10.1. The parties confirm that they have the appropriate authorisation to enter into this Agreement and to assume the obligations set forth in the agreement in full.

10.2. The agreement is also binding on the legal successors of the suppliers.

10.3. Obligations arising from the Agreement shall be negotiated in accordance with the laws and regulations of the Republic of Latvia. Disputes between the parties shall be resolved by negotiations. If the parties fail to resolve their disputes through negotiations within 40 (forty) calendar days, such disputes shall be resolved in the court of the Republic of Latvia in accordance with the procedures specified in the regulatory enactments.

10.4. The Agreement with the annexes does not contain confidential information and the text file of the Agreement is publicly available on the website [www.eis.gov.lv](http://www.eis.gov.lv).

10.5. The agreement with the annexes is drawn up on \_\_\_ pages in 1 (one) copy, which is kept by the E-ordering Subsystem Operator.

10.6. Suppliers and buyers may obtain the Agreement with Annexes on request as an electronic document signed with a secure electronic signature.

Annexes:

Annex 1 - Technical specification and maximum prices.

Annex 2 - General Terms and Conditions for the Supply of Goods Transactions.

Annex 3 - List of specific requirements for goods.

**11. DETAILS AND SIGNATURES OF THE PARTIES**

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| Represented by |  | Member of the Management Board | |  | Procurator |  |  |  |  |  |
|  | Authorised person | |  | Chairman of the Management Board |  |  |  |  |  |
|  | (legal basis for representation) | | | | |  | (name, last name) |  | (signature) |  |
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|  | Authorised person | |  | Chairman of the Management Board |  |  |  |  |  |
|  | (legal basis for representation) | | | | |  | (name, last name) |  | (signature) |  |
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**Annex 1**

**Technical specifications and maximum prices**

*(For technical specifications - technical and financial proposal form, see attached .zip* *file)*

**Annex 2**

**GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS TRANSACTIONS**

**1. SUBJECT OF THE TRANSACTION AND GENERAL TERMS AND CONDITIONS**

1.1. The supplier sells and undertakes to deliver the goods specified in the purchase order to the buyer at the price specified in the order within the specified time to the address specified in the purchase order and the buyer buys and undertakes to accept the goods specified in the purchase order from the supplier.

1.2. The buyer shall pay the supplier for the delivery of the goods the amount of the order specified in the purchase order. The order amount consists of the fee for the goods, including the delivery costs and all applicable taxes and fees.

1.3. When executing a transaction, the supplier is not entitled to replace the product placed in the E-catalogue (for which a transaction has taken place in the system) with another.

1.4. During the execution of the transaction, the buyer is entitled:

1.4.1. to give binding instructions to the supplier regarding the execution of the transaction, if the subject of the contract allows for the specification thereof;

1.4.2. to receive information and explanations from the supplier regarding the progress of transaction performance and other issues associated with the performance of the transaction;

1.4.3. to unilaterally suspend the execution of the transaction, if provided so by these terms and conditions, external regulatory enactments or other legal acts binding on the buyer.

1.5. During the execution of the transaction, the supplier is obliged to follow the instructions given by the buyer (including those included in the transaction comments), which do not contradict the requirements of the Agreement or its annexes.

1.6. The Parties shall comply with the individual requirements specifically indicated for each product and the specific conditions of delivery set forth on the List of Specific Requirements for the Goods (Annex 3 to the Agreement).

**2. DELIVERY TERMS AND PROCEDURES**

2.1. The Supplier shall deliver goods to the Buyer that meet the requirements of the technical specification (Annex 1 to the Agreement) in the amount and within the term specified in the purchase order.

2.2. The supplier shall deliver the goods to the buyer to the address specified in the purchase order and within the specified working hours. The supplier shall inform the buyer's authorised person about the specific delivery time of the goods no later than 1 (one) business day before delivery.

2.3. When issuing the consignment note, the supplier must indicate the Agreement number and the ordinal number of the transaction as assigned by the E-ordering Subsystem in the justification of delivery.

Documents that confirm the delivery (invoices, consignment note) may be prepared and submitted in electronic form, if the buyer has indicated such an option in the comments of the transaction created in the E-catalogue System.

2.4. The goods are considered to have actually been received by signing the consignment note in accordance with the accounting requirements that are in effect in the Republic of Latvia, or by signing the deed of transfer and acceptance, if it is provided for by an external regulatory enactment or other legal enactment binding on the buyer.

2.5. Before signing the delivery documents, the buyer is obliged to immediately perform the initial inspection of the delivered goods and mark the fact of receipt in the E-ordering Subsystem, indicating the number of seemingly high-quality goods.

If the buyer does not perform the relevant actions, it is assumed that the goods do not have any defects that can be detected during the initial inspection, and the fact of delivery in the E-ordering Subsystem is considered to have taken place.

2.6. If a dispute arises between the buyer and the supplier regarding the conformity of the goods to the purchase order, the dispute shall be resolved by mutual negotiations. In order to determine the conformity of the product to the purchase order, the buyer and the supplier may agree to perform an expert examination of the product. If the dispute is not resolved within 40 (forty) calendar days, it shall be resolved in the court of the Republic of Latvia in accordance with the requirements of regulatory enactments.

2.7. Ownership title to the goods passes to the buyer after the delivery and quality approval of the goods in the E-ordering Subsystem.

**3. PRODUCT QUALITY, ORIGIN AND WARRANTY**

3.1. At the time of delivery and acceptance of the goods, the delivered goods must comply with the purchase order and the minimum technical requirements specified in the Agreement, including:

3.1.1. the origin of the goods (including any component of the goods) must be legal, they must not have been obtained illegally and the supplier must not have taken any action that restricts the properties of the goods or their components (including those granted by the manufacturer) or renders them impossible to exercise;

3.1.2. the quality of the goods must comply with the accepted standards as well as the mandatory requirements for operational and environmental safety, i.e. the supplier shall ensure that the goods delivered to the buyer are of good quality, suitable for use (including valid shelf life), safe and do not endanger the buyer's property, as well as personal health and life and comply with the requirements of the regulatory enactments of the Republic of Latvia, and that they are used in accordance with the provisions of the product instructions.

3.2. The supplier must indicate the name of the supplier on the packaging of the delivered goods, as well as indicate or provide other additional identifying conditions, if such are specified in the Technical Specifications (Annex 1).

3.3. While transporting the product to the buyer, the supplier undertakes to ensure constant quality of the product. The goods must be packaged to preserve the quality of the goods during transportation and storage.

3.4. The supplier shall cover the buyer for all proven losses related to the non-conformity of the goods to quality requirements.

3.5. The buyer is obliged to check the quality of the goods delivered by the supplier from the moment of actual receipt of the goods and to note the actions taken in the E-ordering Subsystem.

If the buyer fails to perform the relevant actions, the buyer receives reminder notifications within the system; if the buyer does not perform the required actions after the notifications (does not indicate the number of quality goods in the E-ordering Subsystem and/or does not indicate the drawbacks of the delivered goods or does not reject the quality check as impossible), the goods are considered to be free of initial defects and the purchaser is considered to have accepted the goods and the system automatically confirms the fact of initial quality compliance.

3.6. If low-quality or non-compliant goods have been received, upon the entering of the note in the E-ordering Subsystem in accordance with the provisions of Section 3.5 of these transaction terms and conditions during the initial inspection, additional information on the nature of the claim shall be added.

3.7. If during the initial inspection by the buyer, provided for by Section 3.6 of these transaction terms and conditions, defects in the goods are detected, as well as, if defects that could not be detected during the initial inspection are found later during the use of the goods, the buyer shall send a claim to the supplier. The claim shall point to the identified non-compliance of the goods with the purchase order, terms and conditions of the transaction or the specific list of requirements for the product groups. The buyer informs the Operator of the E-ordering Subsystem about the expression of the claim.

3.8. After the receipt of the claim of the buyer indicated in Section 3.7 of these transaction terms and conditions, the supplier is obliged to replace the incompliant goods with goods that comply with the established requirements within 7 (seven) business days at their own expense and to deliver them to the buyer at a mutually agreed time. The supplier is obliged to respond immediately to the claim of the buyer, even if it has been received by fax or e-mail, considering it as the moment of receipt of the claim. At the same time, the buyer is obliged to send the original claim to the supplier by post.

3.9. The Buyer has the right to request documents from the Supplier certifying the origin of the goods, as well as documents certifying the fulfilment of the requirements referred to in Section 3.1 of these transaction terms and conditions.

3.10. The product warranty conditions, if any, are set out in the Technical Specifications (Annex 1 to the Agreement).

**4. PAYMENT PROCEDURE**

4.1. The buyer undertakes to accept the goods and to pay for them in the amount provided for by the purchase order. Expenses for the transportation of goods and insurance during transportation (if the supplier deems insurance necessary), as well as other expenses related to the delivery of goods are included in the order amount.

4.2. The buyer shall make payment for the delivered goods on the basis of the consignment note issued by the supplier. The consignment note shall contain a statement that the time limit for payment is to be determined “in accordance with the general agreement”.

4.3. The buyer shall make payment for the delivered goods within the time period specified on the List of Specific Requirements for Goods (Annex 3 to the Agreement) after delivery and quality approval of the goods by transferring the amount indicated in the consignment note to the supplier's bank account specified in the purchase order.

4.4. The day when the supplier receives the money in their account is deemed to be the day of payment.

4.5. The buyer has the right to unilaterally suspend and defer payments provided for within the framework of the transaction, if it is provided for in an external regulatory enactment or other legal act binding on the buyer.

4.6. The buyer and the supplier are entitled to use the electronic invoicing (billing) information system within the framework of the transaction, if such is available or becomes available during the effective period of the Agreement*.*

**5. LIABILITY**

5.1. The supplier undertakes:

5.1.1. all liability for the goods (including for any damage to the goods and accidental destruction) until the signing of the consignment note;

5.1.2. the risk of unforeseen deliveries required for the full performance of the transaction, unless: the need for unforeseen deliveries has arisen due to circumstances beyond the control of the will of the parties that the parties could not have foreseen when concluding the transaction; unforeseen deliveries are initiated at the initiative of the buyer, as a result of specification or supplementation of the subject of the contract or the object of the contract by the buyer, if the subject or object of the contract allows the specification or addition thereof; the transaction is not enforceable for objective reasons beyond the control of the supplier if the unforeseen deliveries are not made.

5.2. During the execution of the transaction, the supplier is obliged to:

5.2.1. coordinate with the buyer, the issues mentioned in the order, which are related to the execution of the transaction;

5.2.2. to inform the Customer in a timely manner about the possible or foreseeable delays in the performance of the transactions and the circumstances, events and problems affecting the accurate and complete performance of the transaction or its performance within the specified time, but for long-term and large-scale transactions, the contractual price of which exceeds EUR 42,000.00 (forty-two thousand *euros*), as well as about the circumstances and events discussed in the agreement, due to which the accurate and complete performance of the agreement or its performance within the specified time may be affected.

5.3. The following liability is established for non-compliance:

5.3.1. in the event of a delay of the delivery period or the period for the replacement of delivered low-quality (non-compliant) goods, the buyer is entitled to demand a contractual penalty that is calculated in the amount of 1% (one percent), but not more than 10% (ten percent) of the order amount of undelivered, low-quality (non-compliant) goods or goods that are a part of a warranty case for each day of delay in delivery, replacement of low-quality (non-compliant) goods or non-fulfilment of warranty requirements. Payment of the contractual penalty does not release the supplier from the obligation to deliver or replace (exchange) the goods (unless the buyer has unilaterally waived the concluded transaction in accordance with Section 7.2 of these transaction terms and conditions) or to fulfil the warranty obligations;

5.3.2. for a delay of the payment deadline, the supplier is entitled to demand a contractual penalty that is calculated in the amount of 1% (one percent), but not more than 10% (ten percent) of the delayed amount of the delivery of goods for each day of delay.

5.4. Contractual penalty:

5.4.1. the buyer is entitled to deduct the contractual penalty from the supplier by paying for the delivery of the goods or by issuing a separate invoice;

5.4.2. the supplier is entitled to deduct the contractual penalty from the buyer by issuing a separate invoice.

5.5. The party is obliged to pay the calculated contractual penalty within 15 (fifteen) business days after the relevant invoice of the other party has been sent. Payment of the contractual penalty does not release the parties from the obligation to execute the transaction and indemnify for losses.

5.6. If low-quality goods were delivered to the buyer due to the manufacturer's defect and the supplier has timely replaced the low-quality goods with compliant goods, the supplier shall not be subject to the contractual penalties specified in Section 5.3.1 of these general conditions for the delivery of goods.

5.7. If any of the deadlines specified in the Agreement is missed, the contractual penalty shall be calculated for the period starting on the next calendar day after the deadline specified in the Agreement and shall include the day on which the obligations have been fulfilled.

5.8. If the buyer, due to the fault of the supplier unilaterally terminates the transaction for the supply of goods in accordance with the procedures specified in Sub-sections 7.2.1–7.2.2, 7.2.5–7.2.12 of these terms and conditions, the supplier shall pay the buyer a contractual penalty in the amount of 10% (ten percent) of the transaction amount. The buyer shall issue a separate invoice for the amount of the contractual penalty (in this case, the supplier is obliged to pay the calculated contractual penalty within 20 (twenty) business days after the date of sending the invoice).

5.9. If the customer has indicated an incorrect delivery address, has failed to provide information about the customer’s business hours in the purchase comments of the system, if different from regular business hours (9:00 a.m.‒5:00 p.m.) and special access conditions or, during the agreed delivery time, the customer has not provided the person, who will accept the delivered goods for longer than 30 (thirty) minutes and due to the above reasons the actual delivery of goods has not taken place, the customer shall pay the actual delivery costs to the supplier, but not more than EUR 70.00 (seventy *euros*). The supplier must prove the actual delivery costs and downtime.

**6. FORCE MAJEURE**

6.1. The Parties shall be released from liability for partial or complete non-performance of the obligations arising from the transaction, if it has arisen due to the existence of force majeure circumstances in accordance with the provisions stipulated in the Agreement.

**7. TERMS AND CONDITIONS OF ENTRY INTO FORCE AND VALIDITY OF THE TRANSACTION**

7.1. A transaction for the delivery of goods shall take effect from the moment when the buyer has acknowledged (approved) the supplier's proposal (offer) and it is recorded by means of a binding entry in the database, and shall be valid until the obligations arising from the transaction are fully exercised.

7.2. The buyer has the right to unilaterally decline the supply of goods transaction if:

1. the delivery period (by mutual agreement of the parties in the system) has not been extended and the supplier has delayed the deadline for the delivery of goods or partial delivery deadline, and for this reason the buyer is no longer interested in the execution of the transaction;
2. the supplier has delivered a low-quality product that does not comply with the terms and conditions of the transaction or the product descriptions included in the E-catalogue and cannot replace the low-quality or non-compliant product within 2 (two) business days, and for this reason the buyer is no longer interested in the transaction;
3. insolvency proceedings have been declared for the supplier or any other circumstances have occurred, which prevent or will prevent the supplier from the performance of the transaction in accordance with the terms and conditions of the Agreement or transaction, or which adversely affect the rights of the Customer that arise from the Agreement;
4. legal actions related to the seizure of more than 50% (fifty percent) of the balance sheet assets have been initiated against the supplier;
5. the supplier has provided false or incomplete information or confirmations during the conclusion or performance of the transaction or has performed an illegal activity or caused losses to the customer;
6. the supplier has arbitrarily terminated the execution of the transaction, including the cases where the supplier cannot be reached at the legal address or the declared address of residence;
7. the authority involved in the management of the foreign financial instrument has established violations of regulatory enactments during the course of conclusion or fulfilment of a transaction, and adjustment of expenses of the transaction in the amount of 100% (one hundred percent) is applied due to this;
8. the institution involved in the management of the foreign financial instrument has imposed a cost adjustment of more than 25% (twenty-five percent) of the transaction amount on the costs of the project funded by a foreign financial instrument due to the action or inaction of the supplier, and the aforementioned adjustment results from the violation of the contract by the supplier;
9. the supplier cannot ensure the participation of the subcontractors indicated in the procurement documentation or the qualification of the specialists involved in the performance of the works that is indicated in the supplier's tender proposal;
10. the supplier is in breach of or fails to comply with any other substantial obligation within the framework of the transaction;
11. it is provided for by an external regulatory enactment or other legal act binding on the buyer.

7.3. The Buyer has the right to unilaterally withdraw from the Contract if the Contract cannot be performed because during the performance of the Contract, the supplier has been subject to international or national sanctions or sanctions imposed by a member state of the European Union or the North Atlantic Treaty Organization (NATO), including the cases where the relevant circumstances existed before the conclusion of the Contract but the buyer was not aware of them.

7.4. The buyer may exercise the right to withdraw from the transaction if the supplier has been warned of the violation that is the basis for the termination of the transaction and has not remedied the reason for cancellation of the transaction within 5 (five) business days (or other term of the transaction provided for by the transaction terms and conditions). The application of this paragraph shall not be affected by whether the alert has been sent by the buyer, the E-ordering System Operator or the Electronic Procurement System.

7.5. The transaction may be terminated in the following cases:

* + 1. the Cabinet of Ministers has adopted a decision regarding the review of priorities of the relevant structural funds planning period, and therefore the funding of the foreign financial instrument, which the customer planned to use for the covering of payment obligations provided for in the transaction, is significantly reduced or withdrawn for the customer;
    2. further performance of the transaction is rendered impossible or encumbered by force majeure.

**8. FINAL PROVISIONS**

8.1. The transaction shall be binding to the legal successors of the Parties. In particular, the buyer has the right to replace itself in a transaction with another institution, if the buyer as an institution is re-organised or its competence changes. The supplier shall be replaced if, in accordance with the provisions of the regulatory enactments governing the sector of commercial law, the reorganisation of the merchant and the transfer of the company take place.

8.2. If the transaction is concluded in the presence of such circumstances, which provide for the application of an external regulatory or other legal regulation binding on the buyer (e.g. funding of certain origin has been provided for to finance the transaction, a certain type of subject enters the transaction as a buyer and other special conditions) or where the relevant circumstances occur during the execution of the transaction, these provisions shall apply to the extent that they are not limited by the relevant regulatory enactment that is binding on the buyer.

8.3. The obligations arising from the transaction shall be negotiated in accordance with the regulatory enactments of the Republic of Latvia and the disputes shall be resolved in accordance with the procedures specified in the Agreement.

**Annex 3**

**List of Specific Requirements for Goods**

|  |  |
| --- | --- |
|  | **Computer Equipment** |
| **I** | **Additional Terms to the Agreement** |
|  | In the case specified in Section 1.8 of the Agreement, the buyer is entitled to indicate several different delivery addresses (the information may be provided in the form of a link to the website of the customer, which contains addresses) in the comments field of the system for certain parts of the volume of goods in the basket of goods (the aforementioned information must be indicated and maintained unchanged within the respective transaction) on the basis of regions defined in the system and the actual recipients (including their details for the preparation of PPR), which the supplier must observe when delivering goods, and the place of delivery and warranty service binding on the supplier in this case are the addresses indicated in the comment.  The region of the origin of the order must be marked as follows: “Riga”. If the relevant region is not specified in the order, the E-ordering Subsystem administrator is entitled to terminate such orders in the system. |
|  | The price threshold specified in Section 1.8.2 of the Agreement, expressed in EUR (*euro*) excluding VAT, for the placement of special offers within the framework of this Agreement is EUR 1,000 (one thousand *euros*)\* excluding VAT;  *\*The buyer can choose to create a special transaction in the system starting from EUR 0.01 (one euro cent) excluding VAT.* |
|  | In addition to the provisions of the Agreement, if the equipment offered by the supplier does not have a service centre or goods acceptance and return point in the territory of the Republic of Latvia at the moment of conclusion of the Agreement, the supplier is obliged to ensure that the manufacturer, within no longer than 20 (twenty) business days, establishes and maintains an appropriate service centre or goods acceptance and return point in the territory of the Republic of Latvia for warranty cases (which operates both during the entire term of the Agreement and until the last technical unit sold under the Agreement expires) and to inform the operator of the E-catalogue thereof in writing. Until the requirement is met, the E-catalogue Operator shall not grant the status of an active supplier in the system to the respective supplier.  If the requirement is not fulfilled within 20 (twenty) business days from the day of concluding the Agreement, the supplier shall lose the status of an active supplier and the Agreement with the supplier in the relevant parts, sections or items of the procurement subject or goods items shall be terminated.  Such a service centre or point of acceptance and return of goods may also be set up and maintained by third parties, provided that they ensure the performance of the manufacturer's warranty obligations. |
|  | In accordance with Section 4.2.3 of the Agreement, the supplier shall use the E-Catalogue to indicate the following information for each product:   1. the manufacturer of the goods and the name of the goods, which includes the code of the goods and the specific name, which will be mentioned in the consignment note-invoice as a result of the supply of goods transaction; 2. a link to the home page of the manufacturer of the product or tenderer with the product description and technical specification provided by the manufacturer. |
|  | During the effective period of the Agreement, the supplier, in coordination with the E-ordering-Subsystem administrator and by submitting all the qualification and technical documents required during the procurement procedure (if applicable to the particular case), is entitled to:   1. mutually replace the manufacturers of the goods offered by the supplier during the procurement procedure, as well as the relevant goods (except for the goods regarding which the buyer has sent a purchase request and while the transaction process is in progress), which fully comply with the requirements of Annex 1 (Technical specifications and maximum prices); 2. replace the offered product that has been placed in the E-catalogue (except for the goods regarding which the buyer has sent a purchase request and while the transaction process is in progress) with another product of the same manufacturer that fully complies with the requirements of Annex 1 (Technical Specifications and Maximum Prices).   The supplier shall submit a request for change or replacement of the goods or their manufacturer, as well as all the necessary documents by sending them to the e-mail: [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_](mailto:precu.maina@vraa.gov.lv).  If the submitted information is sufficient, the system operator shall, within three business days, review the submitted documents and, while updating the list of goods or their manufacturers published in the E-procurement System, authorise or prohibit the replacement of the product or its manufacturer by adding an appropriate initial note.  If additional information is required when considering a request to change or replace the goods or their manufacturer, the system operator shall request it from the supplier; upon the receipt of additional information, the examination of the request shall be resumed by applying the initial time period for the examination of the request.  Within two business days after updating the list of goods or their manufacturers published in the E-procurement System and indicating the initial note, the suppliers have the right to indicate non-compliance of the updated authorised goods or their manufacturers with the terms of the Agreement or object to the prohibition to change or replace the goods or manufacturer thereof, by sending a justified substantiation and evidence to the address [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_](mailto:precu.maina@vraa.gov.lv).  The system operator shall examine the objections in accordance with the time limits and procedures for the examination of the request for a change or replacement of the goods or their manufacturer. If the objections are substantiated, the system operator shall, in accordance with the nature of the objections, prohibit or permit the replacement of the goods or their manufacturer by replacing the relevant initial note on the list of goods or their producers published in the E-procurement System.  If no objections are received within the specified term, or the received objections are not substantiated, the system operator shall place a concluding note on the list published in the E-procurement System that the replacement of the respective goods or manufacturers thereof or replacement permit or prohibition of the relevant product or its manufacturer has been approved.  The possibility to offer the exchanged or replaced product to the suppliers is open on the next business day after the list published in the E-procurement system contains a note that the respective product or its manufacturer has been approved.  The system operator has the right to review the permission or prohibition to exchange or replace the goods or their manufacturers included on the list published in the E-Procurement System at any time, if the system operator is in possession of new information regarding the compliance of the respective goods or their manufacturers with the requirements of the Agreement. |
|  | Within the framework of this E-catalogue, the customer may choose the indivisibility condition provided for in Section 1.6.2 of the Agreement, that an undivided amount of order must be delivered if the same item is ordered, except for the delivery thereof with different additional equipment, while respecting the following exception.  The indivisibility clause does not apply if the basket of goods contains goods which, under this indivisibility clause, exclude the possibility of competition between suppliers for the conclusion of such transaction. If the system operator identifies such an anti-competitive case, they shall suspend or terminate the order at any stage. |
|  | In addition to the provisions of Section 8.5 of the Agreement, in exceptional cases, where the technical characteristics of components (*microprocessor (CPU), random access memory (RAM), disk (HDD; SSD; etc.), digital card readers and other connection ports*) of the equipment offered under the Agreement has significantly changed (*generation, design architecture and/or technical solution*) or availability (the *relevant parts or components are no longer included in the equipment due to/development of technology*) that make the relevant parts incompatible with the technical specifications of the General Agreement, the Operator of the E-catalogue System, after consulting all suppliers that have signed the Agreement, shall be entitled to:   1. replace the technical descriptions of technical specifications with the relevant items of the Agreement (for microprocessor (CPU), random access memory (RAM), hard disk drive (HDD; SSD), digital card reader, and other connection ports) with those that are compatible with the technical characteristics of the relevant parts and components available on the market; 2. to supplement the technical specifications of this Agreement with new items by providing such technical descriptions of the parts of equipment that correspond to the technical characteristics of the relevant parts and components available on the market.   In this case, the E-ordering Subsystem administrator shall organise a new procurement procedure for the supply of goods belonging to the relevant product group (part, section or separate item of the relevant product group) and the suppliers awarded with the right to conclude a contract shall accede to this Agreement for the duration of this Agreement in the respective product group of the object (part, section or separate item of the relevant product group). |
|  | In order for the supplier, in accordance with Section 1.8 of the Agreement, to participate in the process of obtaining the order created by the buyer, they must separately apply for the respective transaction in the E-order Subsystem within 3 (three) business days from the date of the respective system notification.  The case specified in Section 1.8.4 of the Agreement is applied to the transaction processes, and within the framework of this Agreement the buyers are allowed the opportunity to specify the characteristics of the goods or other conditions of transaction execution. |
|  | In accordance with the provisions of Section 3.2.3 of the Agreement, when creating a transaction specified in Section 1.8.4 of the Agreement, the buyer may indicate the following information in respect of all procurement parts in the appropriate comment field of the transaction:   * delivery addresses, name and surname of the contact person and their contact information; * payer's details, if different from the customer's details; * the type and number of connectors available to the customer; * additional characteristics of goods/services that do not change and do not contradict the requirements included in the specification and do not restrict any of the suppliers; * additional warranty conditions; * other technical compatibility requirements that are the basis for approving or rejecting the purchase (for example, compatibility with the available equipment (indicating the model and/or serial number of the equipment available to the customer) or equipment monitoring tool (indicating the software used by the customer)).   The information specified in Section 9 of this Annex (among others, if it is voluminous or contains several separate files) may be placed by the buyer at their own discretion on a website that is freely accessible to all suppliers, by placing an external link (link) that leads to the website indicated in the comment field.  Upon the receipt of the order, the supplier follows the instructions provided by the buyer in the comments field and, if necessary, contacts the buyer to clarify any queries. |
| **II** | **Additional Terms to the General Terms and Conditions of the Goods Delivery Transactions** |
|  | The delivery term in business days provided for in Annex 2 to the Agreement (General Terms and Conditions for the Supply of Goods Transactions) (unless the system has been used to extend it by agreement with the buyer) throughout the territory of the Republic of Latvia is 35 (thirty five) business days. |
|  | The quality inspection of the delivered goods provided for in Annex 2 to the Agreement (General Terms and Conditions for the Supply of Goods Transactions) shall be performed within 10 (ten) business days after the actual receipt of the goods. Within the specified time from the actual receipt of goods, the buyer shall mark the number of compliant goods in the E-procurement System and inform the supplier in writing about the defects of the goods established as a result of the inspection. |
|  | The payment term provided for by Section 4.3 of Annex 2 to the Agreement (General Terms and Conditions for the Supply of Goods Transactions) is 20 (twenty) business days, unless the parties have agreed on another payment term or payment in instalments in accordance with the provisions of Section 4.3 of Annex 2 to the Agreement. |
|  | The warranty period for the goods specified in Annex 1 (Technical Specifications and Maximum Prices) of the Agreement is 24 (twenty four) months from the moment of acceptance of the goods. If the supplier has supplied a low-quality product (including counterfeit, non-original, non-compliant with technical specifications, etc.), the supplier is obliged to replace the incompliant product at their own expense. |

1. The condition shall apply if the system provides such functionality. [↑](#footnote-ref-1)
2. When determining whether the specified amount has been reached, the required quantity of product types is calculated in whole numbers, by rounding up the fractions. [↑](#footnote-ref-2)
3. The Supplier is only entitled to use this right of withdrawal for the orders indicated in Section 1.8 of the Agreement if they have informed the operator of the E-procurement System in writing about these actions of the Buyer that restrict the Supplier prior to the creation of the order.

   The obligation to inform the E-procurement System operator is only a precondition for the exercise of the right of withdrawal, but not the substantiating evidence of the refusal itself. [↑](#footnote-ref-3)
4. Information on the permissible average frequency of requests is available on the E-procurement System website at the link:

   <https://www.eis.gov.lv/EIS/Publications/PublicationView.aspx?PublicationId=1384> [↑](#footnote-ref-4)
5. As far as technically possible, the autonomous automated processes of the E-ordering Subsystem shall be used to apply the restrictions and actions set out in this section. [↑](#footnote-ref-5)