

**APPROVED**

Meeting of Procurement commission of  
State LLC "Latvian National Opera and Ballet" on

04.12.2015 /

Minutes No.1 LNO 2015/175

Head of Commission

Guntars Krūmiņš

**Regulations of**

**Open tender**

**"Fabric purchase"**

**LNO ID No. LNO - 2015/175**

Riga, 2015

## I. GENERAL INFORMATION

### 1.1. Procurement identification number and estimated price of the contract (excluding VAT):

1.1.1. No. LNO 2015/175.

1.1.2. **Estimated contract price:** EUR 130,000.00 (one hundred thirty thousand euro, 00 euro cents), excluding VAT.

### 1.2. Customer

Customer's details:

Name of Customer:	State Limited Liability Company "Latvian National Opera and Ballet"
Address:	3 Aspazijas boulevard, Riga LV-1050, Latvia
Registration number:	40103208907
Telephone number:	+371 67073715
Fax number:	+371 67228930
Working hours:	Workdays from 9:00 to 17:00

### 1.3. Contact person

Head of procurement – Dace Peltmane, telephone 67073844, fax 67228930, e-mail address: dace.peltmane@opera.lv.

### 1.4. Procedure for information exchange

1.4.1. Information exchange between procurement commission on the one side and suppliers on the other side shall be performed in writing– by post, fax, electronically (in accordance with Public procurement law, section 33), addressing requests to procurement commission of open tender "Fabric purchase" (hereinafter – Tender), procurement identification No. LNO 2015/175 (hereinafter – Procurement commission).

1.4.2. Tender regulations (hereinafter – Regulations), Regulation amendments and other information on the course of Tender are published in website <http://www.opera.lv/lv/iepirkumi/>.

1.4.3. If interested supplier timely requests additional information on requirements included in procurement procedure documents regarding preparation and submission of tender, Procurement commission provides it within 5 (five) working days, but not later than 6 (six) days before the deadline for submission. Answers to supplier requests for additional information regarding the Regulations are sent to the supplier who has asked the question, and at the same time published on the website <http://www.opera.lv/lv/iepirkumi/>.

1.4.4. Interested suppliers are obliged continuously to follow information published on Customer's website.

### 1.5. Procurement subject:

1.5.1. Purchase of fabrics according to Customer's technical specification (Appendix of Regulations No.1) intended for making Opera and ballet costumes, decorations and properties.

1.5.2. Procurement subject is not divided into parts.

1.5.3. Tenderer may not submit variations of the tender.

1.5.4. Tenderer shall submit tender on procurement subject, its amount (items of goods) what it shall undertake to deliver to Customer according to Framework agreement.

- 1.5.5. CPV code – 19200000-8, 19000000-6, 39561000-2.
- 1.5.6. Place for fabric delivery – Riga, 3 Aspazijas boulevard, LV-1050, Latvia.
- 1.5.7. Aim of the Customer is to conclude framework agreement with several suppliers/participants of framework agreement on fabric deliveries in accordance with provisions of these Regulations. Framework agreement should be concluded for term of 24 calendar months, starting from the date of its signing.

**1.6. Receipt of Tender regulations:**

- 1.6.1. All interested suppliers may be acquainted with Regulations free of charge during each working day from 9:00 to 17:00 in state limited liability company “Latvian National Opera and Ballet”, Procurement department, room 105 - 3 Aspazijas boulevard, Riga, LV-1050, taking into account deadline for tender submission, specified in these Regulations.
- 1.6.2. If interested supplier requests to issue Regulations in printed format, Procurement commission issues it to interested supplier within 3 (three) working days after receipt of corresponding request providing that request was submitted timely before the deadline of tender submission.
- 1.6.3. Customer shall provide free and direct electronic access to procurement documents and any additional required documents on its website [www.opera.lv](http://www.opera.lv).

**1.7. Place, date, time and procedure for tender submission and opening:**

- 1.7.1. Interested suppliers may submit their tenders up to **14 January 2016 by 10:00**, by taking into account – working days from 9:00 to 17:00, at 3 Aspazijas boulevard, Riga, State LLC “Latvian National Opera and Ballet”, Procurement department, room 105 – by submitting personally or sending by post. Postal consignment should be delivered to address specified in this paragraph and submitter shall undertake full responsibility on it.
- 1.7.2. Tenders which are submitted after deadline mentioned in paragraph 1.7.1 of Regulations or which are not executed in the way that information included in the tender is not available up to the time of tender opening will not be assessed and will be sent back (returned) to submitter.
- 1.7.3. Tenderer may amend or withdraw its tender in writing up to deadline of tender submission. Withdraw of tender is unconditional by its nature and it excludes the tenderer from further participation in the competition. In case of tender amendments as submission time of tender is considered the time of last tender submission.
- 1.7.4. Tenders will be opened at 3 Aspazijas boulevard, Riga, conference room No.B209a, at 14 January 2016 at 11:00 in accordance with procedure specified in regulatory enactments.
- 1.7.5. In meeting of tender opening Procurement commission opens tenders in sequence of their submission, by naming tenderer, date and time of tender submission, and offered price.

**1.8. Execution of tender:**

- 1.8.1. Tenderer prepares and submits tender in accordance with requirements specified in Regulations.
- 1.8.2. Tender consists of:
  - 1.8.2.1. selection documents including application for participation in tender (printed format);
  - 1.8.2.2. technical – financial proposal (printed format);
- 1.8.3. Tender, included documents should be with numbered pages, table of contents and bound together with string in a way that prevents their separation. On the back of the

last page the string used for binding should be fixed with page, glued over it, and there should be specified number of pages and confirmed by supplier's representative with signatory rights approved in the Register of Enterprises of the Republic of Latvia or in appropriate foreign register, or authorised person of this person by attaching appropriately executed original of authorisation document or certified copy of it.

Tenderer shall submit original of tender (in paper format).

- 1.8.4. Tender should be submitted in sealed package on which should be indicated:
- Customer's name and legal address;
  - Tenderer's name, registration number, legal address, telephone, fax;
  - marking: Proposal for open tender "Fabric purchase", procurement identification No. LNO 2015/175;
  - marking: "Do not open by 14 January 2016 by 10:00".
- 1.8.5. Documents included in tender should be clearly legible, without corrections or deletions in order to avoid of any misunderstandings. If corrections are made they should be approved with signature of tenderer's authorised person. If there are any differences between the original and the copy, the original will prevail. If there are any differences between the numerical values with words and numbers, the value in words will prevail.
- 1.8.6. Tender should be prepared in Latvian or in English.
- 1.8.7. Tenderer shall submit signed tender. If tender is submitted by legal entity it shall be signed by tenderer's official with signatory rights approved in the Register of Enterprises of the Republic of Latvia or in appropriate foreign register, or authorised person of this person by attaching appropriately executed original of authorisation document or certified copy of it. If tender is submitted by association of suppliers the tender shall be signed by all persons, which are included in association.

**1.9. Other information**

- 1.9.1. Tenderer should fully cover costs for tender preparation and submission. Customer accepts no liability for those costs, regardless of the outcome of the Tender.
- 1.9.2. All appendices of Regulations form integral part of it.
- 1.9.3. Language of procurement procedures, performance of framework agreement, information exchange is Latvian and/or English.

**1.10. Provisions for tenderer's participation in open tender.**

- 1.10.1. Qualification requirements of tenderers are mandatory for all tenderers which would like to acquire rights to perform fulfilment of Procurement subject.
- 1.10.2. Tenderer shall exclude tenderer from participation in open tender in cases determined in Public procurement law, section 39<sup>1</sup>.
- 1.10.3. Cases of exclusion provided in Public procurement law, section 39<sup>1</sup> are inspected regarding each tenderer in open tender. Customer shall perform inspection of information, and tenderer shall provide information on itself in accordance with procedure specified in Public procurement law, section 39<sup>1</sup>.
- 1.10.4. Customer shall exclude tenderer from participation in procurement in any of the following cases:
- 1) insolvency proceedings have been declared for the tenderer (excluding case when in insolvency process is applied reorganization or other set of similar measures directed to prevention of potential bankruptcy and solvency renewal of debtor), the economic activity of the tenderer has been suspended or discontinued, legal proceedings have been initiated regarding the bankruptcy of the tenderer or the tenderer is wound up;
  - 2) in accordance with information of last actualization in public tax debtor data bases of State Revenue Service it was found that a tenderer has tax debts in Latvia and a

country where it is registered or permanently residing, including debts of mandatory State social insurance contributions in total exceeding 150 euro in each country on date when notice of planned contract is published in webpage of Procurement Supervision Bureau or on date when procurement commission has taken decision on commencement procurement if there should not be published notice on planned contract regarding procurement, or on date when the decision on assigning rights on conclusion of potential contract was taken;

3) the above exclusion provisions shall be applied to the person indicated by the tenderer on the possibilities of which the tenderer refers to in order to certify that the qualification thereof complies with requirements laid down in the notice regarding the contract or procurement procedure documents, as well as on member of partnership if tenderer is partnership.

1.10.5. Regarding tenderer which is registered or which has permanent residence in foreign country – tenderer submits reference issued by corresponding competent institution confirming that cases specified in paragraph 1.10.4 of Regulations do not refer to it. Customer shall determine the term for reference submission not shorter than 10 working days after issue of request or its sending. If corresponding tenderer fails to submit reference in specified term, Customer shall exclude it from participation in procurement.

**2. Tender of unjustifiably low cost in open tender.**

2.1. Customer shall assess – whether the tender is unjustifiably cheap in accordance with Public procurement law, section 48.

2.2. If tender for specific public procurement contract is unjustifiably cheap the Customer before possible rejection of this tender shall request detailed explanation on the most important conditions of this tender in writing.

2.3. Customer is obliged to assess whether the tender is not unjustifiably cheap if it finds that average hourly rate of employees of tenderer or its subcontractors specified in tender at least in one group of professions in first three quarters of the year during previous four quarters up to the date of tender submission is more than 80 percent lower (or does not reach minimal average hourly rate determined in the country) that average hourly rate of employees in corresponding profession group in the country in given time period according to data summarized by State Revenue Service in webpage of State Revenue Service. If tenderer as taxpayer is registered during previous four quarters up to the date of tender submission then average hourly rate of employees for time period from next month after registration up to the date of tender submission should be taken into account.

**2.4. Taking into account the above specified – tenderer shall submit along with tender also printouts from electronic declaration system of State Revenue Service on average hourly rates in profession groups of tenderer and subcontractors specified in its tender.**

**3. Qualification requirements for tenderer.**

	<b>Qualification requirements for tenderer</b>	<b>Documents to be submitted</b>
3.1.	Tenderer shall submit signed application for procurement.	Application for procurement signed by tenderer (Appendix No.2 of Regulations)
3.2.	Tender shall be signed by Tenderer’s official with signatory rights approved in the Register of Enterprises of the Republic of Latvia or in appropriate foreign register, or authorised person of this person by attaching appropriately executed original of authorisation document or certified copy of it.	Customer will obtain information of tenderers registered in Latvia from state information systems. If tender is signed by authorised person of signatory there should be attached appropriately executed authorisation document.  In case of copy of document issued by appropriate foreign institution confirming signatory rights of

	<b>Qualification requirements for tenderer</b>	<b>Documents to be submitted</b>
		tenderer's official and if tender is signed by authorised person of signatory there should be attached appropriately executed authorisation document.
3.3.	Tenderer shall be registered in Commercial Register of the Republic of Latvia or equal foreign register according to statutory procedures if it is required by regulatory enactments.	Customer will obtain information of tenderers registered in Latvia from state information systems. Copy of registration certificate issued by appropriate foreign institution.
3.4.	Tenderer shall be registered in VAT payer register of State Revenue Service of the Republic of Latvia or equal foreign register according to statutory procedures if it is required by regulatory enactments.	Customer will obtain information of tenderers registered in Latvia from state information systems. Copy of registration certificate issued by appropriate foreign institution.
3.5.	Tenderer shall have appropriate professional and technical possibilities to supply fabrics to Customer.	Tenderer shall submit in a free form - a list of the essential fabric supplies (no more than for previous three years) – by specifying time, amount and general description of the goods, as well as adding copies of supporting documents.
3.5.	<b>In the event if in performance of contract is planned to attract subcontractors and the value of works or services provided by them is 20 (twenty) percent of total value of procurement contract or more</b>	
3.6.	Tenderer shall specify subcontractors which are planned to be <b>attracted and the value of works or services provided by them is 20 (twenty) percent of total value of procurement contract or more</b> by specifying also part of contract which should be assigned to each subcontractor	Tenderer's certification, executed in accordance with sample in Appendix 3 of Regulations.
3.8.	Documents submitted by subcontractor shall be signed by subcontractor's official with signatory rights approved in the Register of Enterprises of the Republic of Latvia or in appropriate foreign register, or authorised person of this person.	Customer will obtain information of subcontractors registered in Latvia from state information systems. If documents are signed by authorised person of signatory there should be attached appropriately executed authorisation document. Copy of document issued by appropriate foreign institution confirming signatory rights of subcontractor's official, and if documents are signed by authorised person of signatory there should be attached appropriately executed authorisation document.
3.9.	Subcontractors shall be registered in Commercial Register of the Republic of Latvia or equal foreign register according to statutory procedures if it is required by regulatory enactments.	Customer will obtain information of subcontractors registered in Latvia from state information systems. Copy of registration certificate issued by appropriate foreign institution.
3.10.	Subcontractors shall be registered in VAT payer register of State Revenue Service of the Republic of Latvia or equal foreign register according to statutory procedures if it is required by regulatory enactments.	Customer will obtain information of subcontractors registered in Latvia from state information systems. Copy of registration certificate issued by appropriate foreign institution.

#### **4. TECHNICAL PROPOSAL DOCUMENTS**

3.1. Technical proposal should be submitted for all amount mentioned in Technical specification.

- 3.2. Information which should be inspected and documents which should be submitted by Tenderer:

N. p. k.	Information to be inspected	Documents to be submitted
<b>TECHNICAL PROPOSAL</b>		
3.2.1.	Technical proposal should comply with requirements specified in Technical specification of Regulations and Customer's needs. Tenderer shall submit proposal on procurement subject, its amount (items of goods) which it undertakes to offer and deliver to Customer according to Framework agreement.	1. Tenderer's technical proposal – by filling form determined by Customer – Appendix No.5 of Regulations.  In addition tenderer may submit fabric samples, manufacturer's descriptions on composition and quality.
3.2.2.	Tenderer has appropriately established fabric warehouses and/or points of sale (shop/s).	Information which should be submitted in free form – list of requested places, address.

#### **4. FINANCIAL PROPOSAL**

- 4.1. Financial proposal should be submitted by items of goods which are offered by tenderer in technical proposal taking into account Customer's needs.
- 4.2. Information which should be inspected and documents which should be submitted by Tenderer:

No.	Requirement	Documents to be submitted
4.2.1.	Prices in financial proposal shall be indicated in EUR, excluding value added tax.	Financial proposal, executed in accordance with Appendix No.5 of Regulations

#### **5. ASSESSMENT OF TENDERS AND SELECTION CRITERIA**

- 5.1.** Procurement commission will perform assessment of tenders in the following stages:

##### **5.1.1. Inspection of tenders' execution:**

5.1.1.1. Procurement commission performs inspection of tenders' execution in the meeting where Procurement commission inspects compliance of tenders with execution requirements determined in Regulations.

5.1.1.2. If procurement commission finds that tender does not comply with any of mentioned requirements, Procurement commission shall assess importance of incompliance and decide on tenderer's further participation in tender.

##### **5.1.2. Inspection of tenderers' qualification:**

5.1.2.1. After inspection of tender execution Procurement commission performs inspection of tenderers' qualification in closed meeting where Procurement commission inspects compliance of tenders with qualification requirements determined in Regulations.

5.1.2.2. Procurement commission examines compliance of each tender with qualification requirements and takes decision on further examination of tender. Inappropriate tenders will be excluded from participation and will not be assessed.

5.1.2.3. Tender which complies with all qualification requirements determined in Regulations is directed further to inspection of technical proposal for compliance with Regulations and Technical specification.

### **5.1.3. Inspection of compliance of technical proposal:**

5.1.3.1. After inspection of tenderers' qualification Procurement commission performs in closed meeting inspection of compliance with requirements determined in Regulations and Technical specification.

5.1.3.2. If Procurement commission finds that technical proposal documents are not submitted or their content does not comply with requirements of Regulations and Technical specification the tender is excluded from participation and is not further assessed.

5.1.3.3. If technical proposal complies with requirements determined in Regulations and Technical specification the tender is directed further for assessment of Financial proposal.

### **5.1.4. Assessment of financial proposal:**

5.1.4.1. After inspection of compliance of technical proposals of tenderers Procurement commission performs inspection of compliance of financial proposals.

5.1.4.2. If Procurement commission finds that financial proposal is not submitted the tender is excluded from participation and is not further assessed.

5.1.4.3. Procurement commission performs inspection of arithmetic errors in financial proposals of tenderers. If Procurement commission finds arithmetic errors Procurement commission corrects them. Procurement commission informs Tenderer in whose proposal the errors were found and corrected on found errors and corrected proposal. Upon assessment of proposal Procurement commission takes into account performed corrections.

5.1.4.4. If during tender assessment Procurement commission finds that any of Tenderers has submitted tender which could be unjustifiably cheap Procurement commission requests detailed explanation on essential conditions of tender in accordance with procedure determined in Public procurement law.

5.1.4.5. Procurement commission shall assess Tenderer's explanation in accordance with Public procurement law and Regulations, and if upon assessment of Tenderer's explanation Procurement commission finds that Tenderer is not able to justify existence of tender conditions which allow to determine so low price Procurement commission recognizes the tender as unjustifiably cheap and does not assess it further.

## **6. Criteria for tender selection**

Tender selection criteria in open tender – compliance of technical proposal with customer's needs (technical specification) and lowest price.

## **7. AGENDA AND DECISION TAKING BY PROCUREMENT COMMISSION**

7.1. Procurement commission shall act only in accordance with these Regulations and Public procurement law.

7.2. Meetings of Procurement commissions are chaired by head of Procurement commissions.

7.3. Procurement commissions shall be recoded. Minutes are signed by all commission members, which are present.

- 7.4. Procurement commission takes decisions in meetings. Procurement commission has a quorum if its meeting is attended by at least two-thirds of the commission members, but not less than three members. Procurement commission shall take its decisions by a simple majority. If votes of Procurement commission members are divided equally, the vote of head of Procurement commission is decisive.

## **8. RIGHTS AND OBLIGATIONS OF PROCUREMENT COMMISSION**

- 8.1. Procurement commission takes decisions within framework of its competence, as well as performs other activities in accordance with Procurement Regulations.

### 8.2. Rights of Procurement commission:

- 8.2.1. to request from tenderers additional information which is needed for assessment of tenders. Such requests may be submitted only for the purposes of clarification needed for assessment of tender, and may not change the nature of tender;
- 8.2.2. to attract to the work of Procurement commission experts with advisory rights for giving conclusions;
- 8.2.3. to become sure on correctness of provided information;
- 8.2.4. to correct arithmetic errors in financial proposals of tenderers according to procedure determined in regulatory enactments;
- 8.2.5. to perform other activities arising of Public procurement law and Regulations as well as from other regulatory enactments;
- 8.2.6. to take decision to conclude Framework agreement, to terminate or stop procurement procedure without selecting any of tenders.

### 8.3. Obligations of Procurement commission:

- 8.3.1. to examine proposals of Tenderers in accordance with Public procurement law and Regulations;
- 8.3.2. after Tenderer's request to provide additional information on Regulations within 5 (five) days after receiving request, but not later than 6 (six) days before the deadline for submission.

## **9. RIGHTS AND OBLIGATIONS OF TENDERER**

### 9.1. Rights of Tenderer:

- 9.1.1. upon submitting the tender to request confirmation that tender documents are received;
- 9.1.2. to amend or withdraw submitted tender before deadline of tender submission.

### 9.2. Obligations of Tenderer:

- 9.2.1. to prepare tender according to requirements of Regulations;
- 9.2.2. to provide correct information;
- 9.2.3. to provide timely answers to requests of Procurement commission on additional information which is required for inspection of tender execution, tenderers' selection, inspection and assessment of compliance of tenders. In the event if Tenderer in given term fails to provide requested information commission is entitled to reject Tenderer's proposal and not to assess it further;

- 9.2.4. to cover all costs related with tender and preparation and submission of included documents.
- 9.3. All other rights and obligations of Tenderers which are not stipulated in these requirements of open tender are regulated by Public procurement law and other regulatory enactments.

## **10. ASSIGNING RIGHTS TO CONCLUDE CONTRACTS, CONCLUSION OF CONTRACT**

- 10.1. Framework agreement will be concluded with suppliers (winners), which will be selected in accordance to what is determined in Regulations.
- 10.2. Decision on competition results is notified by Procurement commission to all tenderers within 3 (three) working days after Procurement commission has taken decision to conclude Framework agreement or to terminate competition without selecting any of tenders.
- 10.3. Procurement commission may take decision to terminate competition without selecting any of tenders if there is not submitted any tender complying with Regulations or there is any other objective reason.

## **11. VALIDITY OF TENDER**

- 11.1. Tender should be valid for 120 (one hundred twenty) calendar days, starting from end of tender submission. Tender of tenderer, which is recognized as winner, becomes part of contract.

**TECHNICAL SPECIFICATION**

**1) For making LNOB costumes, decorations and properties:**

<b>Name</b>	<b>Specification</b>
Satin fabric	Width: 150cm
Satin – stretch	Width: 140cm
Natural silk fabric	Width: 140cm
Decorative fabric	Width: 140cm
Disco fabric	Width: 150cm
Double	Width: 150cm
Interlining	Width: 90 cm
Gabardine fabric	Width: 140cm
Fur, artificial	Width: 150cm
Crepe satin	Width: 150cm
Lycra fabric	Width: 150cm
Linen fabric	Width: 150cm
marquissette	Width: 110cm
Lace fabric	Width: 100cm
Gauze	Width: 0.8cm
Coat fabric	Width: 150cm
Lining, polyester	Width: 110cm
Lining, viscose	Width: 140cm
Lining, viscose, elastic	Width: 140cm
Organza	Width: 110cm
Polyester, for costumes	Width: 150cm
Panama-cotton double-thread	Weight: 240gr
Spandex	Width: 130cm
Velvet, natural silk	Width: 140cm
Velvet, cotton	Width: 150cm
Velvet, synthetic	Width: 110cm
Chiffon	Width: 110cm; 150cm
Chiffon, natural silk	Width: 140cm
Taffeta fabric, natural silk	Width: 140cm
Taffeta fabric, synthetic	Width: 150cm
Taffeta fabric, viscose	Width: 150cm
Tulle fabric	Width: 130cm; 150cm; 240cm
Net fabric	Width: 150cm
Knitted fabric	Width: 150cm
Woolen fabric	Width: 150cm
Woolen knitted fabric	Width: 150cm
Viscose knitted fabric	Width: 150cm

**2) For making LNOB decorations:**

<b>Name</b>	<b>Specification</b>
Gauze	Width: 0.8cm
Woolen fabric	Width: 150cm
Panama-cotton double-thread	Weight: 240gr
Velvet, cotton	Width: 150cm

**Application to participation in open tender “Fabric purchase”  
with Identification No.2015/175**

Herewith I, undersigned confirm that:

\_\_\_\_\_ (Tenderer’s name):

1. agree to terms and conditions of open tender Regulations;
2. terms and conditions of open tender Regulations are clear and understandable;
3. apply for participation in open tender;
4. all information provided in tender is correct and accurate.

1.	<i>Tenderer’s name</i>	
2.	<i>Unified registration No</i>	
3.	<i>Legal address, zip code</i>	
4.	<i>Actual address, zip code</i>	
5.	<i>Bank account No.</i>	
6.	<i>Bank code</i>	
7.	<i>Bank name</i>	
8.	<i>Contact person</i>	
9.	<i>Telephone No.</i>	
10.	<i>Fax No.</i>	
11.	<i>Mobile No.</i>	
12.	<i>E-mail address</i>	

Herewith I confirm correctness of provided information.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Tenderer or its authorised person, its transcript)

**Appendix No.3**  
To Regulations of Open tender  
„Fabric purchase”,  
Identification No. 2015/175

<place> \_\_\_\_\_, 2015

No. \_\_\_\_\_

**CERTIFICATION**  
**on amount of works to be assigned to subcontractors**

Name of subcontractor	Legal address and registration No.	Type of works	Amount of works in % of total amount

\_\_\_\_\_  
Stamp

Position

signature

\_\_\_\_\_  
Transcript of signature

**Appendix No.4**  
To Regulations of Open tender  
„Fabric purchase”,  
Identification No. 2015/175

Information on essential supplies which have been performed  
*(not more than within three previous years, specifying at least five events of supply)*

No.	GOODS	TERMS FOR PERFORMANCE OF GOODS SUPPLY CONTRACT (TIME, PLACE)	CONSIGNEE, TELEPHONE AND ADDRESS	TENDERER SHALL ATTACH TO INFORMATION PROOF ON PERFORMANCE OF GOODS SUPPLY (FOR EXAMPLE, COPY OF CONSIGNMENT BILL, ACCEPTANCE CERTIFICATE) - COPIES
1.				
2.				
3.				

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(Signature of Tenderer or its authorised person, its transcript)

**Technical and financial proposal**

Full name of tenderer's offered goods	Characterisation of goods (including width, weight) – taking into account information specified in technical specification of Tenderer	Delivery time, offered by tenderer, by counting from the date of order execution. Specified minimal delivery time (justification) and maximal delivery time (justification).	Price EUR, excl. VAT, for 1 (one) metre of fabric.

In addition the Tenderer shall specify costs of goods delivery \_\_\_\_\_ EUR (excl. VAT) to Customer, as well as attach information/tenderer's explanation on Customer's possibility to receive above specified discount by taking into account amount and other criteria.

\_\_\_\_\_

(Signature of Tenderer or its authorised person, its transcript)

**FRAMEWORK AGREEMENT**  
**on fabric purchase**  
(DRAFT)

Riga, \_\_\_\_\_, 20\_\_

State LLC “Latvian National Opera and Ballet”, Reģ.Nr.40103208907, address: 3 Aspazijas boulevard, Riga LV-1050, in person of its Head of the Board Zigmars Liepiņš, hereinafter “Customer”, on the one side, and Members of Framework agreement

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\_\_\_\_\_, hereinafter each separately “**Framework agreement member**”, on the other side, Customer and Framework agreement member both together and each separately hereinafter “Parties”, in accordance with requirements of LNOB and on the base of results of open tender “Fabric purchase”, ID No. LNO 2015/165, enter into this framework agreement - hereinafter “Framework agreement”:

**1. Agreement subject**

- 1.1. Framework agreement member in accordance with Customer’s needs upon separate Customer’s orders undertakes to sell and deliver to Customer fabrics, hereinafter “Goods”, taking into account procedure determined in this Framework agreement and selection criteria in accordance with terms and conditions of this Framework agreement and Procurement Regulations, as well as valid regulatory enactments.
- 1.2. Delivery of Goods shall be recorded with signing delivery note–invoice. Delivery note–invoice shall specify assortment, amount and purchase price of Goods to be purchased. Customer undertakes to perform payment for Goods, which are ordered and delivered by Framework agreement member in term specified in this Agreement and in amount of specific selected offer.

**2. Rights and obligations of Parties, payment procedure**

- 2.1. Framework agreement members are obliged to ensure for Customer the opportunity to purchase Goods during the whole Framework agreement period.
- 2.2. Agreement members shall warrant compliance of Goods with Customer’s elaborated technical specification.
- 2.3. In order to find the most appropriate Goods for specific request of Customer before making each particular order Customer’s representative shall look at the all selection of fabrics, offered by Framework agreement members, by taking into account his specific task and idea (artistic criteria defined by the costume designer/artist). Examination of fabrics shall take place in shop addresses specified by Framework agreement members.
- 2.4. After selection of specific fabrics they are purchased from the Framework agreement member whose offer is the most compliant with artistic criteria (artistic criteria defined by the costume designer/artist).
- 2.5. Comparison of offered prices and determination of the lowest price according to procedure determines in this Framework agreement takes place in the event if the fabric compliant with artistic criteria (at the time of fabric inspection) is offered by more than 1 (one) Framework

- agreement member. Competitive dialogue takes place electronically – Customer’s representative invites specific Framework agreement members to submit quotes, hereinafter “Invitation”.
- 2.6. Prior to execution of each order Customer’s representative by sending an electronic e-mail, informs Framework agreement members selected during competitive dialogue, inviting to submit quotes, hereinafter referred to as “Invitation”, by indicating required quantity and assortment of Goods. Documents sent by e-mail shall be considered as legally binding for the Parties.
  - 2.7. Customer’s representative shall send invitations by 10:00 of given day. Invitation shall be sent to e-mail addresses of authorised representatives of Framework agreement members specified in this Framework agreement, by observing equal and fair attitude towards Framework agreement members.
  - 2.8. Customer’s representative shall indicate for Framework agreement members in this Invitation the time for submitting answer what is 4 h (four hours) after sending the Invitation. Framework agreement member immediately shall send the confirmation to Customer’s representative on receipt of Invitation. Confirmation shall be sent to e-mail address what was used by Customer’s representative for Invitation sending. Confirmation is intended only for information of Customer’s representative, and it does not record sending and receipt of Invitation. Failure to send it cannot make a base for Customer’s representative for non-examination of price offer.
  - 2.9. Agreement members shall send the response to Customer within 4 h (four hours) by specifying there their offered price of Goods by items.
  - 2.10. Framework agreement member shall offer prices of Goods in accordance with financial proposal submitted in open tender “Fabric purchase”, ID No. LNO 2015/165.
  - 2.11. Customer is entitled no to examine proposal what was received later than 4 h (four hours) after receipt of Customer’s Invitation.
  - 2.12. After the end of each competitive dialogue Customer’s representative shall examine proposals received from each Framework agreement member, he shall compare offered prices and selects to make order from the Framework agreement member which has submitted timely (taking into account the time specified in Invitation) for entire required amount and has offered the lowest price excluding VAT. The lowest offered price shall be calculated by comparing prices offered by tenderers by items and taking into account total price of the offer.
  - 2.13. Customer’s representative notifies Framework agreement members on results of price comparison by specifying selected proposal and its competitive advantages. Notice on results shall be sent by Customer not later than by 14:00 of the next day after Invitation and receipt of answers.
  - 2.14. In the event if several Framework agreement members offer equal prices by items the Customer shall select Framework agreement member whose proposal was received earlier.
  - 2.15. Framework agreement member, selected by Customer, shall perform delivery of goods to the address of Customer’s representative in Riga, at 3 Aspazijas boulevard, within 1 (one) working day from date when specific order was received by previously agreeing with Customer on specific place and time on delivery of Goods.
  - 2.16. Deliver and transfer of Goods to Customer is confirmed with signing of delivery note-invoice. Delivery note-invoice shall specify assortment, amount of Goods to be purchased, and purchase price.
  - 2.17. By signing this Agreement Customer conforms that signatures of its authorised representatives on delivery notes-invoices in legal aspect will be equal to Customer’s signatories.
  - 2.18. Customer is obliges to perform payment for Goods within 15 (fifteen) days after delivery of Goods and signing of delivery note-invoice in accordance with provisions of this Framework agreement.
  - 2.19. Customer shall perform payment for Goods by transferring money to bank account of Framework agreement member which is specified in issued delivery note-invoice. As date of payment is considered date when money is credited in account specified by Framework agreement member.
  - 2.20. Delivered Goods are property of particular Framework agreement member up to the time when the entire payment for Goods is performed, and Customer is liable for them to the particular Framework agreement member.
  - 2.21. Besides above mentioned the Customer is entitle to order also other Goods from the assortment of Framework agreement member during Agreement period in accordance with Framework

agreement procedure if these Goods are not included in technical specification of procurement but could be included in sum of Framework agreement.

- 2.22. Agreement member shall undertake to provide reports on amounts of sold Goods if it is requested by Customer.

### **3. Term of Framework agreement**

- 3.1. Framework agreement comes into force after its signing and **is valid up to \_\_ \_\_.2017**, and fulfilment of mutual liabilities. In the event if **total amount of Goods** purchased by Customer and sold by Agreement members **in accordance with Agreement procurement ID No. LNO 2015/165 - reaches amount EUR 130,000.00 (one hundred thirty thousand euro 00 euro cents), excluding VAT, before \_\_ \_\_.2015, Parties agree that Agreement term has expired along with reaching specified amount.**
- 3.2. Parties are entitled to terminate Framework agreement by notifying the other Party on it in writing 30 (thirty) days in advance if other Party fails to fulfil conditions of this Framework agreement.
- 3.3. If any condition of this Framework agreement becomes invalid it does not affect validity of other conditions of this Framework agreement.
- 3.4. In the event if during this Framework agreement the amendment in regulatory enactments come into force, which performance of any liability of this Framework agreement makes impossible or changes performance conditions for any of Parties, the Parties shall agree on further performance of Framework agreement liabilities.
- 3.5. Framework agreement may be terminated in accordance with mutual agreement in writing between Parties.

### **4. Responsibility, settlement of disputes**

- 4.1. The Parties shall undertake to fulfil liabilities of this Framework agreement in good faith.
- 4.2. Agreement members shall undertake responsibility of quality and amount of sold Goods.
- 4.3. Customer may express objections to Agreement members against quality of Goods within 5 (five) working days after receiving Goods. In the event if Goods have hidden defects – within 10 (ten) working days after finding defects.
- 4.4. Goods in which hidden defects were found are returned to Agreement members, which are obliged to replace it within time period agreed between Parties or recover losses occurred to Customer by agreement between Parties.
- 4.5. Parties should examine objections related with performance of Agreement liabilities not longer than within 5 (five) working days from the date when objection was received.
- 4.6. In the event of poor quality Goods or Goods which are delivered without observing provisions of this Framework agreement the Customer is entitled to terminate this Framework agreement unilaterally with any of all members of this Framework agreement.
- 4.7. If any of Parties does not fulfil fully or partially its liabilities according to this Framework agreement it shall compensate to other Party all losses what occurred due to such non-performance or inappropriate performance.
- 4.8. Parties shall undertake to do everything possible in order to solve all disputes arising from this Framework agreement, its execution or termination through negotiations. If agreement cannot be reached in way of negotiations, the dispute shall be examined before the Court of the Republic of Latvia according to procedure specified in regulatory enactments.

### **5. Other provisions**

- 5.1. In order to ensure performance of Framework agreement each Party shall assign responsible contact person/s who is/are authorised to sole issues related with Framework agreement, and Framework agreement members shall specify shop addresses for purchase of Goods:

5.1.1. **Customer:**

- **State LLC “Latvian National Opera”:**

name, surname, position: \_\_\_\_\_, \_\_\_\_\_,

telephone: \_\_\_\_\_,

e-mail:

5.1.2. **Framework agreement members:** \_\_\_\_\_.

In the event of any of Parties changes its responsible employee the Party shall notify other Framework agreement members on it in writing at least 3 (three) days in advance.

- 5.2. Framework agreement enters into force after its signing, and is valid up to complete performance of liabilities of Parties.
- 5.3. Along with signing of this Framework agreement all previous agreements regarding this Framework agreement become invalid regardless they are made verbally or in writing.
- 5.4. Expiry of Framework agreement in accordance with paragraph 3.1 of this Framework agreement does not release Parties from performance of Framework agreement liabilities.
- 5.5. Issues which are not stipulated in this Framework agreement should be solved by Parties in accordance with regulatory enactments of the Republic of Latvia.
- 5.6. Each Party shall immediately notify the other Parties on changes in its bank and registration details, and on changes in its legal or office address.
- 5.7. Parties agree to recognise documents sent to electronic mail as legally binding. In the event if any Party of Framework agreement changes its e-mail address the corresponding Party undertakes immediately to notify the other Parties on it and such changes shall come into force along with the receipt of notice.
- 5.8. Parties of Framework agreement shall undertake not to disclose information related with performance of this Framework agreement as well as other confidential information except in cases provided in regulatory enactments of the Republic of Latvia. As confidential information is considered information which is not available publically.
- 5.9. Parties will not make a claim each to other in the event if performance of Framework agreement is not possible due to circumstances which could not be anticipated and/or prevented, i.e., in result of force majeure circumstances what includes but not limited to acts of God, fire, war, military operations or decisions of state institutions, in result of which the execution of the Framework agreement has become impossible.
- 5.10. Occurrence of force majeure circumstances must be approved by reference of relevant competent authorities, and Parties shall immediately inform each other on the occurrence of such circumstances and take all necessary measures to prevent losses for Parties during performance of this Framework agreement.
- 5.11. If force majeure circumstances occur, the Framework agreement will be prolonged by the period which will be determined by the Parties in separate written agreement.
- 5.12. Any corrections and/or additions to this Framework agreement shall be executed in writing and signed by all Parties, added to this Framework agreement, and they are considered as integral part of this Framework agreement.
- 5.13. By signing this Framework agreement, representatives of Parties confirm that they have the authority to enter into this Framework agreement and assume joint and several co-responsibility with the Party they represent in the event if representatives have not appropriate authorization.
- 5.14. Framework agreement is signed in Latvian \_\_\_ (\_\_\_\_\_)\_\_\_\_\_, each copy on \_\_\_ (\_\_\_\_\_) pages, all copies of Framework agreement have equal legal force. Each Party receives 1 (one) signed copy of Framework agreement.

## 6. Details and signatures of the Parties

### Customer:

**State LLC "Latvian National Opera"**

Reg.No.40103208907

3 Aspazijas boulevard, Riga, LV-1050

Treasury, TREL22

IBAN: LV19TREL9220500000000

\_\_\_\_\_  
Zigmars Liepiņš,  
Head of LNOB Board

**Members of Framework agreement:**