



VSIA LATVIJAS NACIONĀLĀ OPERA

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*Approved
in sitting of Procurement Commission
with minutes No. 1 of 23 July 2014*

REGULATION

to open competition

“Delivery and Installation of Lift Fork”

Procurement identification No. LNO 2014/69

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Chapter I. General Information

1. VSIA "Latvijas Nacionālā opera" (hereinafter – the Contracting Authority) wants to hire an Contractor to deliver and install a lift fork in accordance with Technical Specification (Annex No. 1).
2. The Contracting Authority is authorized to arrange the procurement in accordance with the Public Procurement Law and related statutory documents. It has decided to arrange the procurement in accordance with Public Procurement Law section 8 part two.
3. In the result of this procurement procedure, the Contracting Authority shall conclude a Service Contract (hereinafter – the Contract) in accordance with Public Procurement Law section 67.
4. Aim of procurement is installation of lift fork in the territory of Latvia National Opera to lift stage design.
5. Procurement nomenclature (CPV) code is 42418000-9 (Lifting, handling, loading and unloading machinery).
6. NUTS code of procurement is LV006.
7. Procurement regulation (hereinafter – Regulation) is provided with direct and free electronic access at Contracting Authority's homepage www.opera.lv under the section "Procurements".
8. Additional information that is provided in relation with this procurement shall be published at Contracting Authority's homepage. The concerned suppliers are obliged to follow the published information. The Contracting Authority shall not be responsible for that if any of the concerned suppliers hasn't familiarized with the information which is provided with free and direct electronic access.
9. Subject of procurement is not divided in parts.
10. Technical specification contains compulsory requirements regarding the subject of procurement.
11. Communication between the Contracting Authority and the concerned suppliers within the framework of procurement procedure is arranged in Latvian and English languages by mail, fax, e-mail and using the Contracting Authority's homepage www.opera.lv.
12. Additional information on Regulation (answer to questions and explanations) is provided within the terms and procedure prescribed in Public Procurement Law section 30.
13. The Contracting Authority is entitled to terminate or stop the procurement.
14. **Inspection of object: Before submission of the tender, the Applicant shall inspect the territory of Latvia National Opera at Aspazijas bulvāris 3, Riga, Latvia.** During the visit of the Applicant all most important lift fork delivery and installation issues are negotiated. The possible period for inspection is **from 5 – 22 August 2014**. Specific time of inspection shall be arranged in advance with Technical Director of Latvia National Opera Vilmārs Šadris by phone: 00371 67073855 or 00371 29259050.
15. **Procurement identification number:** LNO 2014/69
16. **Contracting Authority and contact persons**
 - 16.1. Contracting Authority: VSIA "Latvia National Opera", registration number: LV40103208907, tel. + 37167073715; fax: +371 67228930, homepage: www.opera.lv. Contracting Authority's address: VSIA "Latvia National Opera", Aspazijas bulvāris 3, Riga, LV-1050, Latvia, LV-1050.
 - 16.2. Contact persons on the part of the Contracting Authority are:
regarding the technical specification of procurement: Technical Director of Latvia National Opera Vilmārs Šadris
Tel.: 00371 67073855;
e-mail: vilmars.sadris@opera.lv
Address: Riga, Aspazijas bulvāris 3, room 101, LV-1050, Latvia

regarding the issues of procurement procedure: Procurement Manager of Latvia National Opera

Inga Mašņikova
Tel.: 00371 67073844;
e-mail: inga.masnikova@opera.lv
Address: Riga, Aspazijas bulvāris 3, room 105, LV-1050, Latvia

17. **Description of procurement subject:** Subject of procurement is delivery and installation of lift fork in accordance with the Technical Specification (Annex 1).
18. **Place for providing the service:** Latvia National Opera, Aspazijas bulvāris 3, Riga, Latvia.
19. **Term for providing the service:** maximum term for delivery and installation of lift fork is 10 calendar months from the moment the procurement contract is signed.

20. Tender validity period

20.1. Tender submitted by the Applicant must be valid, i.e. binding for the Applicant till conclusion of the Contract, but not less than 120 days from the day the tender is opened.

20.2. If the Contracting Authority cannot conclude the Contract within the tender validity period, the Contracting Authority may ask the applicant in writing to extend the validity period of its tender. If the Applicant agrees to extend the validity period of its tender, the Applicant shall notify the Contracting Authority in writing thereof and the Applicant shall send a written certification to the Contracting Authority from the bank or insurance company which has issued the tender security, regarding the extension of tender security till expiration of validity period of extended tender or new tender security.

21. **Tender submission term:** Tender shall be submitted to the contracting authority **13 October 2014 12 a.m.** Tender opening meeting shall take place on **13 October 2014 12 a.m.**, in the office rooms of the contracting authority – Riga, Aspazijas bulvāris 3, LV-1050. Tender opening meeting is public.

22. Procurement Commission

22.1. Procurement Commission is formed with order No. 4.2-4/P4-14-0023 by Chairman of the Management Board of VSI “Latvia National Opera”. Procurement Commission acts on behalf of the contracting authority.

22.2. The Procurement commission is entitled to:

22.2.1. make amendments in the Regulation;

22.2.2. not to examine a tender or exclude an applicant from further participation at any tender evaluation stage if applicant’s exclusion conditions are established;

22.2.3. if necessary, invite an expert in examination of tender execution, selection of applicants, examination of conformity of technical tenders and evaluation of tenders;

22.2.4. request the applicant to submit additional documents or specify information on its tender if this is required for examination of tender execution, selection of applicants, and evaluation and comparing of tenders;

22.2.5. request the applicant to submit original of documents if the procurement commission has doubt on the authenticity of submitted copy of document;

22.2.6. make a decision on the tender with the lowest price or make a decision to stop the procurement not choosing any of the tenders if no tenders are submitted for the procurement or if the submitted tender don’t comply with the requirements of Regulation, or make a decision to terminate the procurement if there is an objective reason why the procurement cannot be continued.

22.3. Procurement commission has the following obligations:

22.3.1. give additional information on the Regulation upon the request from the concerned supplier complying with the provisions of clause 57.2 herein;

22.3.2. select applicants and assess tenders in accordance with the Regulation;

- 22.3.3. not provide information on existence of other tenders from the day the tenders are submitted to the moment they are opened, not provide any information on evaluation process during the evaluation process to announcement of results;
- 22.3.4. if the tender is submitted after the expiration of specified tender submission term, send it back to the applicant not opening it;
- 22.3.5. inform all applicants on the results of procurement within three working days after the decision is made.

Chapter II. Requirements to Applications

23. The applicant shall comply with the following applicant's qualification criteria:

	QUALIFICATION REQUIREMENTS TO APPLICANTS	DOCUMENTS TO BE SUBMITTED
23.1.	The applicant is registered in cases and procedure prescribed by statutory documents;	<ul style="list-style-type: none"> • Foreign applicant shall submit a document issued by a competent institution of the relevant country attesting that the Applicant has legal capability and capacity to conclude the procurement contract; <p>Applicants that are registered in the Commercial Register of the Republic of Latvia don't have to submit this document. Procurement Commission shall obtain the information using the information system defined by the Cabinet of Ministers.</p>
23.2.	Applicant's official who has signed the tender documents has the signatory (representation) powers;	<ul style="list-style-type: none"> • Foreign applicant shall submit a document issued by a competent institution of the relevant country attesting that the signatory (representation) authority of Applicant's official if the relevant statutory documents of the country anticipate a public register of such information. Document issued at latest 3 (three) months before the submission of tender. <p>Applicants that are registered in the Commercial Register of the Republic of Latvia don't have to submit this document. Procurement Commission shall obtain the information using Lursoft database.</p> <ul style="list-style-type: none"> • Power of attorney issued by the Applicant's official with signatory powers to another person with the right to sign the tender and contract if this authorized person signs it.
23.3.	The applicant shall be the manufacturer, authorized representation of manufacturer or authorized representative of authorized representation with right of delegation of the offered Procurement Subject with the right to perform sales and guarantee	<ul style="list-style-type: none"> • Certification of manufacturer or manufacturer's authorized representation with delegation right (original or notarized copy) regarding the right of the Applicant to perform sales and guarantee maintenance of the offered lift fork.

	maintenance of the offered lift fork.	
23.4.	The applicant (or manufacturer/ or authorized representative of manufacturer with right of delegation) during the last 5 years, has performed successful manufacturing and delivery projects of similar equipment.	<ul style="list-style-type: none"> • To attest conformity to this qualification requirement the applicant shall submit compulsory at least 3 references from other contracting parties about manufacturing and delivery project of similar equipment. References shall include the following information: <ul style="list-style-type: none"> - name, registration number of the company which has performed manufacturing and delivery project of similar equipment; - year when the project was performed; - positive assessment of recipient of service for the quality of service; - contact information of recipient of service.
23.5.	Annual financial turnover (net turnover in profit or loss statement) for 2012 or 2013 must at least <u>twice exceed</u> the Total contract price (VAT excl.) for the service provided by the Applicant.	<ul style="list-style-type: none"> • <u>Copy or (equal document) of profit or loss statement</u> for 2012 or 2013 representing the financial standing of the applicant. <p>Applicants that are registered in the Commercial Register of the Republic of Latvia don't have to submit this document. Procurement Commission shall obtain the information using Lursoft database.</p>

24. If the tender is submitted by an association of suppliers or general partnership, the documents referred to in clauses 23.1, 23.2 and 23.5 shall be submitted for each participant of the relevant association of suppliers (persons). **Additionally, enterprise contract (original or notarized copy) signed by all persons included in the association shall be submitted which specifies the volume of responsibility of each person and division of roles** (which participant of association of suppliers is authorized to represent the association of suppliers) for submission of tender and conclusion of procurement contract, and also which part of the procurement contract is performed by each of the participants of association of suppliers.
25. Total financial turnover of participants of association of suppliers shall correspond to the requirements referred to in subclause 23.5 herein.
26. The association of suppliers may attest its conformity to requirements referred to in subclause 23.4 by submitting the references regarding the performance of the projects specified in subclause 23.4 which are performed by at least of one participant of association (or its represented manufacturer/ or authorized representative of manufacturer with right of delegation). Together 3 references must be submitted.
27. One of the participants of the association of suppliers shall be the manufacturer of the Procurement Subject, authorized representative of manufacturer's authorized representation or manufacturer's authorized representation with the delegation right who has the right to perform sales and guarantee maintenance of the offered lift fork.
28. If the statutory documents of the registration country of the Application doesn't anticipate issue of any of documents referred to in subclauses 23.1, 23.2 or 23.5, the Applicant shall submit a certification or explanation, providing the information requested in subclauses 23.1, 23.2 or 23.5.
29. If an Applicant involves subcontractors, the applicant shall specify the part of contract to be transferred to subcontractors for execution, description of roles and their volume, and certification signed by the subcontractor regarding the consent and undertaking to perform the

specified part of contract, besides the documents referred to in subclauses 23.1 and 23.2 shall be submitted also for each subcontractor.

30. If the Applicant relies on the possibilities of subcontractors to meet the qualification requirements stipulated in the Regulation:
 - 30.1. as to the qualification requirements referred to in subclause 23.4, the applicant may submit references for performances of projects specified in subclause 23.4 which are provided by the applicant itself (or its represented manufacturer/ or authorized representative of manufacturer with right of delegation) or by its subcontractor (or its represented manufacturer/ or authorized representative of manufacturer with right of delegation). Together 3 references must be submitted.
 - 30.1. as to the qualification requirements referred to in subclause 23.3 – at least one of the subcontractors involved by the Applicant shall be the manufacturer of the Procurement Subject, authorized representative of manufacturer's authorized representation or manufacturer's authorized representation with the delegation right who has the right to perform sales and guarantee maintenance of the offered lift fork.
31. The Applicant may change or involve other subcontractors only with written consent from the Contracting Authority. The Contracting Authority shall give consent for change or involvement of a subcontractor only if the offered subcontractor complies with requirements of Regulation.
32. The Applicant is responsible for the correctness of information he has provided.

33. Conditions for exclusion of Applicant from procurement

The Contracting Authority shall not examine the tender of applicant or exclude an applicant from further participation at any tender evaluation stage if:

- 33.1. the Applicant hasn't provided any of the documents referred to in clause 37.1 herein;
- 33.2. the applicant doesn't comply with applicants' qualification requirements referred to in clause 23 herein;
- 33.3. the applicant hasn't submitted the documents requested by the Contracting Authority, incl. requested documents regarding a subcontractor or the tender of the applicant is not executed in accordance with the requirements of Regulation, or the information specified in tender documents is untrue, or the applicant hasn't effected the security of its tender in accordance with provisions of clause 38 herein.
- 33.4. any of the cases referred to in Public Procurement Law section 39.1 regarding exclusion of applicant from further participation in procurement apply to the applicant, its shareholder or participant (if the applicant is an association of suppliers or a general partnership) or its offered subcontractor the value of works to be transferred to whom is at least 20% of the rice specified in the financial tender (EUR, VAT excl.):
 - „1) the applicant or person who is a member of board or council or managing clerk of the candidate or applicant, or person who is authorized to represent the candidate or applicant in activities related with the affiliate, by such a judgement of a court or a punishment prescription of a prosecutor that has entered into effect and is non-disputable and not subject to appeal is declared guilty in any of the following crimes:
 - a) bribe-taking, bribery, usurpation of bribe, mediation in bribery, not allowed acceptance of benefits or commercial bribing,
 - b) fraudulence, usurpation or money-laundering,
 - c) avoidance of payment of taxes and similar payments,
 - d) terrorism, funding of terrorism, invitation to terrorism, terrorism threats or recruitment and training of a person to perform terror acts;
 - 2) the applicant, by such a decision of a competent authority or a judgment of a court which has entered into effect and has become non-disputable and not subject to appeal, has been found guilty of a significant violation of employment rights which means:

- a) employment of such one or more citizens or nationals of countries, which are not citizens or nationals of the European Union Member States, if they reside in the territory of the European Union Member States illegally,
- b) employment of one person without entering into a written employment contract , not submitting informative declaration of employees regarding this person as prescribed by laws and regulations that must be submitted regarding persons that commence the work;
- 3) the applicant, by such a decision of a competent authority or a judgment of a court which has entered into effect and has become non-disputable and not subject to appeal, has been found guilty of violation of competition rights manifested as a vertical agreement aimed at restricting the opportunity of a purchaser to determine the resale price, or horizontal cartel agreement, except for the case when the relevant authority, upon determining violation of competition rights, has released the candidate or tenderer from a fine or has reduced the amount of fine;
- 4) insolvency proceedings have been declared for the applicant, the economic activity of the candidate or tenderer has been suspended or discontinued, legal proceedings have been initiated regarding the bankruptcy of the candidate or tenderer or it is determined that the candidate or tenderer is being wound up;
- 5) the applicant has tax debts in Latvia and a country where it is registered or permanently residing (if it is not registered in Latvia or is not permanently residing in Latvia), including debts of mandatory State social insurance contributions in total exceeding 150 euro in each country;
- 6) the applicant has provided false information to certify its conformity to provision of Public Procurement Law section 39.1 or in accordance with candidates' and tenderers' qualification requirements specified by this law or has not provided the requested information at all;
- 7) the provisions referred to in Clauses 1, 2, 3, 4, 5 or 6 of Public Procurement Law section 39.1 shall be applied to a member of the partnership, if the candidate or tenderer is a partnership;
- 8) the provisions referred to in Clauses 2, 3, 4, 5 or 6 of Public Procurement Law section 39.1 shall be applied to a sub-contractor indicated by the applicant, the value of the works to be performed or the services to be provided by which is at least 20 per cent of the total value of construction works or service contract;
- 9) the provisions referred to in Clauses 2, 3, 4, 5 or 6 of Public Procurement Law section 39.1 shall be applied to the person the candidate or tenderer refers to in order to certify that the qualification thereof complies with requirements specified in the notice regarding the contract or procurement procedure documents.”

34. Rights and Obligations of an Applicant

34.1. the applicant has the following rights:

- 34.1.1. amend or withdraw the submitted tender before expiration of tender submission term;
- 34.1.2. request additional information of the Regulation;
- 34.1.3. when submitting a tender, request certification of the fact that the contracting authority has received the tender with a reference on time when the tender is received. Request shall be submitted in writing;
- 34.1.4. participate in tender opening meeting.

34.2. the applicant has the following obligations:

- 34.2.1. prepare the tender in accordance with the provisions of Regulation, including complying with the instructions as to the completing of forms attached to the Regulation;
- 34.2.2. submit the tender in accordance with the requirements of Regulation, and provide that the information included in the tender is not available to the contracting authority or other persons to till the opening of tenders. After expiry of tender submission tem, the applicant is not allowed to correct or supplement its tender;

- 34.2.3. give answers to request of procurement commission regarding the specification of information included in the tender and submit the required documents;
- 34.2.4. not be late with conclusion of enterprise contract if the applicant is declared to be winner of procurement.

Chapter III. Preparation of Tenders

35. The applicant may submit one tender for the whole procurement subject.
36. The applicant covers all costs connected with preparation and submission of a tender and the contracting authority shall be in no way responsible for costs the applicant incurs when preparing a tender and for reimbursement of such costs.

37. Tender documents

37.1. The applicant shall prepare one set (volume) of tender documents including **compulsory the following documents to be submitted:**

73.1.1. application for participation in procurement in form determined in Annex 2 to Regulation;

37.1.2. documents referred to in clauses 23-30 of Regulation;

37.1.3. financial tender in form determined in Annex 4 to Regulation;

37.1.4. document certifying the tender security according to clause 38 herein. Copy of tender security document shall be bound in the tender. **Original of the tender security document shall not be bound, but placed in an envelope together with the tender;**

37.1.5. technical tender in form determined in Annex 3 to Regulation.

Table determined in clause 2 of technical tender shall be completed by the applicant specifying all subcontractors which he has planned to involve in implementation of the contract, including stating the value of works in percent to be transferred to each of the subcontractors. Procurement Commission shall request the applicant whose tender shall be selected in accordance with clause 51 of Regulation, to submit documents regarding each subcontractor the value of works to be transferred to which is at least 20%, certifying that the conditions referred to in Public Procurement Law section 39.1 don't apply to the subcontractor. **In case the mentioned table is not completed or is not included in the technical tender, the contracting authority shall regard that the applicant has not anticipated involving a subcontractor.**

37.2. **The applicant, when preparing its tender, is entitled to include in the tender copies of contracts** and other documents attesting the conformity of applicant to qualification requirements.

37.3. The applicant, after opening of tender, may not make any corrections or supplements in the tender, except those that are made in accordance with the instruction given by the contracting authority or those that are required to correct the mistakes made by the applicant and in this case the relevant corrections shall be signed by the person or persons who have signed the tender.

38. Tender Security

38.1. When submitting a tender, the applicant shall submit a tender security amounting to EUR 8 000 EUR (eight thousand euro).

38.2. Tender security may be:

38.2.1. a guarantee from an insurer which in accordance with the Law on Insurance Companies and Supervision Thereof has the right to provide the relevant insurance services in the Republic of Latvia;

38.2.2. guarantee issued by a credit institution registered in the Republic of Latvia or in a

Member State of European Union or European Economic Area that has received the licence (permit) from the Financial and Capital Market Commission to perform activity in the Republic of Latvia,

38.2.3. guarantee issued by another credit institution which is approved by a credit institution registered in the Republic of Latvia.

38.3. The Regulation doesn't prescribe the form of tender security. Guarantee shall include compulsory the following conditions:

- the issuer of guarantee shall undertake to pay the guarantee sum to the Contracting Authority;
- guarantee shall be effective for at least 12 days from expiration of tender submission term;
- guarantee shall be irrevocable on the part of the applicant;
- the Contracting Authority shall not request the guarantee sum from the applicant before submission of claim to the issuer of guarantee;

38.4. If the applicant is an association of suppliers or general partnership, the tender security shall be executed so that it applies to all members of Applicant (name of Applicant in the guarantee document shall be the same as the name of Applicant in the tender).

38.5. Issuer of guarantee shall pay the tender security to the Contracting Authority if:

- if the Applicant cancels the tender during the tender validity period;
- during the tender validity period, after he has received a notification on making a decision doesn't sign or refuses to sign a Contract as prescribed by this Regulation.

38.6. Tender Security shall be effective at latest from expiration of tender submission term to tender validity period or extension of tender validity period which is notified in writing by the applicant and issuer of Tender Security to the Contracting Authority, but not exceeding 6 months starting from the day the tender is opened.

38.7. The Contracting Authority shall withdraw the Tender Security of applicants in the following procedure:

- for the applicant with whom the Contracting Authority has concluded the Contract – after conclusion of Contract;
- for other applicants – after completion of procurement procedure;
- for applicant who doesn't agree to extend the validity period of tender – after expiration of tender validity period.

Chapter IV. Submission of tender

39. Requirements for execution

39.1. Tender shall be submitted in glued and sealed package (envelope or box), on which the following is specified:

- name and address of the Contracting Authority;
- name, registration number and address of the Applicant;
- name, surname, phone number and fax number of Applicant's contact person;
- remark "Tender to open competition "Delivery and Installation of Lift Fork" (id. No. LNO 2014/69). Do not open to 13 October 2014 12 a.m."

39.2. Tender shall be submitted in printed form in one copy.

39.3. Tender shall be submitted in Latvian or English. Documents included in the tender may be executed in Latvian or English language, executed in computer print without corrections (also without stipulated corrections) and shall be clearly legible, otherwise they shall be regarded as invalid and shall not be examined.

39.4. The documents to be submitted shall be prepared completely according to the templates that are included in the Regulation.

39.5. A table of contents shall be placed at the start of the tender. Pages of tender (except the tender security) shall be numerated and sawn together, ends of thread shall be fixed on the last page and the sawing together shall be attested. Attestation of sawing together shall include:

- reference for the total number of pages sawn together;
- signature and printed name of applicant's representative;
- name of place and date of certification.

39.6. Applicant's qualification documents may be submitted also in other language, if a translation in Latvian or English certified by the applicant is attached. The applicant is responsible for incorrect translations of documents. Certification of translation shall include:

- reference "TRANSLATION CORRECT";
- signature and printed name of applicant's representative;
- name of place and date of certification.

39.7. If the applicant submits copies of documents, the applicant shall attest them. Attestation of copy includes:

- reference "COPY CORRECT";
- signature and printed name of applicant's representative;
- name of place and date of certification.

39.8. Applicant's application for participation in procurement procedure, technical tender, financial tender and other tender documents shall be signed, copies, translations and sawing together of tender parts shall be attested by Applicant's representative who has Applicant's representation right.

39.9. Documents referring only to individual shareholder of general partnership or participant of association of suppliers shall be signed and copies and translations attested by the relevant shareholder of general partnership or representative of participant of association of suppliers.

40. Tenders shall not be sent back to the Applicants.

41. Provision of faulty information, incomplete provision of the requested information or non-provision of documentation or answer to any question may be a reason at any time to reject Applicant's tender due to nonconformity.

42. Tender submission term

42.1. The Contracting Authority shall accept tender which are submitted not later than to tender submission term referred to in clause 21 herein at the address specified in clause 16 herein.

42.2. The submitted tender shall be registered in applicants' list in order they were submitted, specifying the name, address of applicant, name, surname, phone number of contact person, tender submission date and time.

43. Late tender

All tenders received by the contracting authority after the expiration of term referred to in clause 21 herein, shall be regarded as late, and the contracting authority shall not accept it and shall return unopened to the applicant. If a tender is received as a postal item, the contracting authority shall send it back unopened to the mailing address specified by the applicant.

44. Making amendments in the tender or cancellation of a tender

44.1. The Applicant is entitled to make amendments in its tender or cancel the tender, giving a written statement to the contracting authority before expiration of term referred to in clause 21 herein.

44.2. Applicant's statement on making amendments or cancellation of tender shall be prepared, executed and submitted in accordance with requirements of Regulation regarding preparation and submission of tender, stating on the envelope accordingly "AMENDMENT OF TENDER" or "CANCELLATION OF TENDER".

Chapter V. Opening of tenders

45. Tender opening meeting

45.1. Tender opening meeting shall take place on time and place referred to in clause 21 herein. All suppliers or their authorized persons may participate in the tender opening meeting.

45.2. First the envelopes with reference "CANCELLATION OF TENDER" shall be read. Those tenders for which a statement of cancellation is submitted in accordance with clause 44 herein, shall not be opened. Such tenders shall be sent by the contracting authority to mailing address specified by the applicant.

45.3. If an applicant has submitted an amendment to the tender that is executed in accordance with clause 23 herein, both the tender and the amendments of tender are opened.

45.4. When opening a tender, the name of applicant, tender submission day and time, amendments in the tender, if such are received, and the offered price VAT excl. shall be announced.

45.5. The contracting authority shall ensure taking the minutes of tender opening meeting, including the information in minutes.

45.6. If applicant requests, the contracting authority shall issue a copy of minutes of the meeting without annexes **within three working days after receipt of written request.**

46. Confidentiality

Information that refers only to examination, explanation, evaluation and comparison of tenders shall not be disclosed to applicants or other persons which are not officially involved in procurement till the moment the decision on procurement results is not made. If an applicant tries to influence the contracting authority or procurement commission in any way during the tender examination process or influence the decision making, the procurement commission is entitled to reject the tender of the applicant.

Chapter VI. Examination of tender execution, selection of applicants, examination and evaluation of tender conformity

47. Examination of tender execution

47.1. Procurement Commission shall examine the execution of applicants' tenders in accordance with tender execution requirements referred to in clause 39 herein.

47.2. Procurement Commission shall make a decision on conformity of each tender to tender execution requirements referred to in clause 39 herein. Material nonconformity of execution to requirements of Regulation (incl. if the tender is not signed by a person or persons who have publically registered right to represent the applicant or who are authorized to sign on behalf of the applicant, or if all tender documents of the applicant are not sawn together in one volume, complying with requirements of subclause 39.8 herein) shall be a ground for exclusion of applicant from further participation in procurement and non-examination of applicant's tender.

48. Selection of applicants and examination of tender conformity

48.1. Procurement Commission shall select applicant's examining whether:

48.1.1. the applicant has submitted all tender documents referred to in subclause 37.1 herein;

48.1.2. the applicant corresponds to applicants' qualification requirements referred to in clause 23 herein;

48.1.3. cases for exclusion of applicants from further participation in procurement referred to in clause 3 herein don't apply to the applicant.

48.2. Procurement Commission makes a justified decision on conformity of each applicant and its tender to requirements referred to in Regulation. Non-conformity of applicant and/or its tender to a requirement of Regulation or requirements of technical specification or non-

provision of information referred to in the Regulation shall be a ground to exclude the relevant applicant from further participation in procurement and non-examination of applicant's tender.

49. Explanation of content of tender

The contracting authority is entitled to ask the applicant to explain the content of its tender to facilitate the process of tender examination and assessment. Request for explanation and answer to it shall be given in writing.

50. Unreasonably cheap tender

50.1. Procurement Commission shall examine the formation of price and clarify whether the tender with the lowest price is unreasonably cheap.

50.2. The applicant whose tender is unreasonably cheap shall be requested by the procurement commission to submit a detailed explanation on most important conditions of tender, labour costs calculation and other information required to the procurement commission.

51. Tender selection criterion

51.1. Tender selection criterion is the tender with lowest price.

51.2. If several tenders have equal lowest prices, the procurement commission shall make a decision on selection of the tender which is submitted first to the contracting authority.

52. Announcement of procurement results

The Contracting Authority shall send a notification on results of procurement to all applicants and for publishing at homepage of Procurement Monitoring Bureau on the Internet within the term referred to in Public Procurement Law. Notification anticipated for the applicants on the results of procurement shall be sent by the contracting authority to the e-mail address and also to the mailing address specified by the applicant in the tender. Notification on results for publishing at homepage of Procurement Monitoring Bureau shall be prepared by the contracting authority using the Publications Management System of Procurement Monitoring Bureau.

Chapter VII. Conclusion of Contract

53. Rights of Contracting Authority to reject any or all of the tenders

Irrespective of the provisions of clause 51 herein, the contracting authority reserves the right to reject any of the tenders or terminate the procurement at any time before conclusion of the contract, not assuming any responsibility towards a relevant applicant or applicants, and any obligation to inform the relevant applicant or applicants on motives of contracting authority's action if this doesn't contradict with valid statutory documents of the Republic of Latvia.

54. Conclusion of Contract

54.1. Considering the provisions referred to in clause 51 herein, the contracting authority shall make a decision on conclusion of procurement contract with the applicant whose tender is with the lowest price.

54.2. Content of procurement contract, incl. possible amendments of procurement contract and also the right of contracting authority to resign unilaterally from the concluded procurement contract are determined in annex 4 to Regulation.

54.3. If the selected applicant refuses to conclude a procurement contract with the contracting authority, the procurement commission is entitled to choose the next tender in accordance with clause 51 herein or make a decision to terminate the procurement not choosing any of the tenders. If also the next selected applicant refuses to conclude the contract, the procurement commission shall make a decision to stop the procurement not choosing any of the tenders.

55. Advance Conditions

55.1. The contracting authority has planned to make an advance payment to the applicant (Contractor) amounting to 30% of the contract price of the relevant object (VAT excl) to commence the implementation of subject of procurement. The contracting authority shall pay the advance payment if the Contractor has requested the advance and submitted an invoice (original) and the advance guarantee for the amount of the requested advance.

55.2. **Advance guarantee is the first request bank guarantee** which is not revocable on the part of the Contractor.

55.3. Advance guarantee shall be issued upon the following conditions:

55.3.1. Guarantee sum is equal with the advance sum;

55.3.2. Guarantee shall be effective from the day the advance payment is made to 30th day after the works completion term referred to in the enterprise contract. If the work performance term is extended, the Contractor shall extend also the guarantee term;

55.3.3. Issuer of the guarantee undertakes to pay the contracting authority the requested sum after the first request in writing where the contracting authority has specified that the Contractor fails to use the advance payment received from the contracting authority as prescribed by the enterprise contract, i.e. doesn't commence the works, delays or stops execution of works or performs such activities that serve as a ground to terminate the enterprise contract. Sum requested by the contracting authority shall be equal with the advance sum not worked off by the Contractor, not exceeding the guarantee sum.

55.3.4. issuer of advance guarantee undertakes the liability to pay the advance sum not worked off by the Contractor as the Contractor itself.

Chapter VIII. Other Provisions

56. Making amendments in the Regulation

56.1. The Contracting Authority is entitled to make amendments in the Regulation as prescribed by Public Procurement Law. Information on the amendments shall be placed by the contracting authority at www.opera.lv to the documents of the relevant procurement.

56.2. The contracting authority shall extend the term determined for submission of tenders in accordance with the Public Procurement Law to give a sufficient time to the suppliers and the amendments in Regulation could be taken into account when preparing a tender.

57. Request and provision of additional information on Regulation

57.1. The concerned supplier who needs additional information on Regulation shall request it in writing from the contracting authority and shall send the request for additional information to the address or fax number of the contracting authority that is specified in the clause 16 herein. The concerned suppliers are obliged to send timely the request for additional information complying with the term specified in Public Procurement Law section 30 for provision of additional information.

57.2. If requested by the concerned supplier, the procurement commission shall provide additional information on Regulation if request for additional information is submitted timely and the procurement commission may provide additional information within the term referred to in clause 30 part three of Public Procurement Law. Procurement Commission shall provide additional information in writing, sending the answer to the concerned supplier who has asked the question. Information on questions asked and answers given are placed by the contracting authority at www.opera.lv to the documents of the relevant procurement.

Annexes

1. Technical Specification;
2. Application for participation in open competition;
3. Technical Tender;
4. Financial Tender;
5. Draft Contract.

Technical Specification

1.	Requirements for the lift fork (lifting of stage design):
	1. Site for placement of ski lift – in the open
	2. Application – lift of trucks (without passengers)
	3. Surface of platform – metal, safe against slip
	4. Coating of constructions – anti-corrosion
	5. Height of lifting – to 6 m
	6. Hoisting capacity – 30 tons
	7. Length of platform – 14 m
	8. Width of platform 3.5 m
	9. Lifting levels – 4
	10. Lifting speed – 50 -100 mm/s
	11. Maximum required power– 60 kw
	12. At lowest position of ski lift there must be an option for a truck to drive on it
	13. Control of ski lift – stationary control panel
	14. Ski lift must be provided with overload control equipment
	15. Ski lift must be provided with a light signal during operation and emergency break
	16. Lift fork shall correspond to the requirements specified in Cabinet Regulations No. 195 “Machine Safety Provisions” of 25.03.2008 and Directive 2006/42EC of European Parliament and Council on machines
	17. Ski lift and its components must have a CE-marking and EC declaration of conformity
	18. Provide with technical description of equipment, general electric, electronic, electromechanic and mechanic schemes
	19. Provide with the list of required maintenance and the intervals between them
	20. All documentation shall be submitted in the official language
	21. Type of ski lift – hydraulic – scissor-type

	22. ski lift must be stoppable at different heights
	23. ski lift must be provided with an emergency brake
	24. ski lift must have automated operating system and button control
2.	Other requirements
	1. The supplier ensures transportation of the lift fork and its components to the address of the Contracting Authority - Aspazijas bulvāris 3, Rīga, Latvia, LV-1050, and also installation in the territory of VSIA Latvia National Opera.
	2. The Supplier shall ensure participation of certified experts, its labour force, tools, devices, and other resources in installation of fork lift ensuring compliance with labour safety, fire safety and internal regulations of VSIA Latvia National Opera, of which it signs in the relevant logbooks.
	3. During the assembly work in the rooms and yard of VSIA Latvia National Opera the Supplier shall fill in a labour accounting logbook in free form.
	4. The Supplier with internal order shall appoint a person responsible for performance of installation works.
	5. Responsible person of the Supplier provides the responsible employees of VSI Latvia National Opera with a written list of employees and timely correction of the list.
	6. Works with increased noise and vibration shall be agreed with the responsible employee of VSIA Latvia National Opera.
	7. Delivery and installation term of fork lift – within 10 calendar months from the day the procurement contract is signed
	8. The supplier shall provide with minimum 24 months guarantee period regarding the fork lift and installation works
	9. Delivery of spare parts and replacement during the guarantee period shall be provided within 5 days
	10. The contracting authority, according to the instructions and drawings of the suppliers ensures digging of hole at place of installation and supply of electricity.
	11. The supplier ensures training of ca. 5 employees of VSIA Latvia National Opera for the work with fork lift. During the training the Supplier ensures that: <ul style="list-style-type: none"> - employees are provided with information on construction of fork lift and general principles of operation; - employees are provided with information on safety provisions in work with ski lift; - training is provided for operation with the fork lift; - employees are provided with information on daily maintenance measures of fork lift; - additional information is provided on questions that can occur to the employees during the trainings.

Application for participation in open competition

Remark: Applicant to open competition shall fill in the blank spaces in this form
Procurement: "Delivery and Installation of Lift Fork", Identification No. LNO 2014/69
Attn.: **VSIA Latvia National Opera**

Dear Commission,

In accordance with the provision of Competition, we, the undersigned, confirm that we agree to provisions of Competition. We offer performing delivery of lift fork according to technical specification and installation thereof in accordance with the requirements of Regulation of Competition.

1. We confirm that the attached documents form this tender.
2. We confirm that our tender shall be valid for 120 (one hundred twenty) calendar days from the day the tenders are opened.
3. We agree to the provision of draft contract attached to the Regulation.
4. Information on Applicant or person who represents the association of suppliers in Competition:

1.	<i>Name of applicant</i>	
2.	<i>Unified registration No.</i>	
3.	<i>Registered office, postal index</i>	
4.	<i>Actual address, postal index</i>	
5.	<i>Bank account No.</i>	
6.	<i>Bank code</i>	
7.	<i>Name of bank</i>	
8.	<i>Contact person</i> <small>(name, surname, position, phone, e-mail)</small>	
9.	<i>Person who signs the procurement contract</i> <small>(name, surname, position, phone, e-mail)</small>	
10.	<i>Fax No.</i>	
11.	<i>Mobile phone No.</i>	
12.	<i>E-mail address</i>	

Hereby I assume full responsibility for the set of documents submitted in Competition, the information included therein, execution and conformity to requirements of provisions of Competition. The information provided and data are correct.

Signature: _____

Name, surname: _____

Position: _____

Annex prepared and signed on _____ 201_ LS

Technical Tender

1. Name of the offered lift fork (model): _____

Requirements for the lift fork (lifting of stage design):	Offer of the Applicant specifying accurate technical information, remarks on possibility of provision of requirement:
1. Type of ski lift – hydraulic – scissor-type	
2. Application – lift of trucks (without passengers)	
3. Surface of platform – metal, safe against slip	
4. Coating of constructions – anti-corrosion	
5. Height of lifting – to 6 m	
6. Hoisting capacity – 30 tons	
7. Length of platform – 14 m	
8. Width of platform 3.5 m	
9. Lifting levels – 4	
10. Lifting speed – 50 -100 mm/s	
11. Maximum required power– 60 kw	
12. At lowest position of ski lift there must be an option for a truck to drive on it	
13. Control of ski lift – stationary control panel	
14. Ski lift must be provided with overload control equipment	
15. Ski lift must be provided with a light signal during operation and emergency break	
16. Lift fork shall correspond to the requirements specified in Cabinet Regulations No. 195 “Machine Safety Provisions” of 25.03.2008 and Directive 2006/42EC of European Parliament and Council on machines	
17. Ski lift and its components must have a CE-marking and EC	

declaration of conformity	
18. Provide with technical description of equipment, general electric, electronic, electromechanic and mechanic schemes	
19. Provide with the list of required maintenance and the intervals between them	
20. All documentation shall be submitted in the official language	
Other requirements	
1. The supplier ensures transportation of the lift fork and its components to the address of the Contracting Authority - Aspazijas bulvāris 3, Rīga, Latvia, LV-1050, and also installation in the territory of VSIA Latvia National Opera (site of placement of ski lift – in the open).	
2. The Supplier shall ensure participation of certified experts, its labour force, tools, devices, and other resources in installation of fork lift ensuring compliance with labour safety, fire safety and internal regulations of VSIA Latvia National Opera, of which it signs in the relevant logbooks.	
3. Delivery and installation term of fork lift – within 10 calendar months from the day the procurement contract is signed	
4. The supplier shall provide with minimum 24 months guarantee period regarding the fork lift and installation works.	
5. Delivery of spare parts and replacement during the guarantee period shall be provided within 5 days	
6. 11. The supplier ensures training of ca. 5 employees of VSIA Latvia National Opera for the work with fork lift. During the training the Supplier ensures that: <ul style="list-style-type: none"> - employees are provided with information on construction of fork lift and general principles of operation; - employees are provided with information on safety provisions in work with ski lift; - training is provided for operation with the fork lift; - employees are provided with information on daily maintenance measures of fork lift; - additional information is provided on questions that can occur to the employees during the trainings. 	

2. Prospective subcontractor's contracts (filled in if it is anticipated to involve subcontractors in implementation of the contract)

Subcontractor (name, registration No., registered office)	Part of contract to be transferred for execution by subcontractor (in percent from the total volume of contract), description of works, roles

*If the Applicant involves subcontractors, certification signed by the involved subcontractor shall be attached regarding the consent and undertaking of the subcontractor to implement the specified part of the contract, besides the documents referred to in subclauses 23.1 and 23.2 shall be submitted also for each subcontractor.

Signature: _____

Name, surname: _____

Position: _____

Annex prepared and signed on _____ 201_ LS

Financial Tender

Price of financial tender includes all costs related implementation of requirements determined in technical specification, and all costs indirectly related to it (personnel costs, transport services, etc.).

On behalf of the Applicant _____ I undertake to offer:

item	price, EUR (VAT excl.)
lift fork, its delivery and installation (in accordance with technical specification)	
VAT ___%:	
price, EUR (VAT incl.):	

Signature: _____

Name, surname: _____

Position: _____

Annex prepared and signed on _____ 201_ LS

Draft Contract

ENTERPRISE CONTRACT to procurement "Delivery and Installation of Lift Fork"

Riga, _____ 2014

VSIA "Latvia National Opera", reg. No.40103208907, address: Aspazijas bulvāris 3, Riga, LV-1050, represented by the Chairman of Board Zigmars Liepiņš who acts on the base of statutes, hereinafter – **the Contracting Authority**, on the one part,
and

_____, reg. No. _____, address:

_____, represented by _____, who acts

on the base of _____, hereinafter – **the Supplier**, on the other part, the Contracting

Authority and Supplier together referred to as "the Parties", concluded the following contract,

hereinafter "the Contract", on the following:

1. Subject of the Contract

- 1.1. In accordance with the requirements of the Contracting Authority and on the base of results of the open competition "**Delivery and installation of lift fork**", ID No.LNO 2014/69 (CPV code 42418000-9), according to the Technical Tender (*Annex 1*) and Financial Tender (*Annex 2*), the Contracting Authority orders and the Supplier delivers and, in accordance with instruction of the Contracting Authority, installs the lift fork, hereinafter – "the Product".
- 1.2. The Contracting Authority undertakes to pay the Supplier for the delivered Product and installation thereof within the terms and amount referred to in the present Contract and in accordance with the contractual provisions.
- 1.3. The Parties agree that the delivery and installation of Product delivered by the Supplier shall be established by preparing a relevant Acceptance Certificate which is signed by authorized representatives of both Parties and which is attached to the Contract as integral part to this Contract in *Annex 3*.

2. Rights and Obligations of Supplier

- 2.1. The Supplier attests hereby that he knows all conditions that can be important and/or necessary for the Supplier to implement he contractual relations determined by this Contract with the Contracting Authority.
- 2.2. The Suppliers guarantees the delivery and installation of the Product referred to in clause 1.1 herein at latest within 10 (ten) calendar months starting from the day the Contract is signed to .**2015**.
- 2.3. The Supplier shall ensure the transportation of Product referred to in clause 1.1 herein and its components to the address of the Contracting Authority with its own vehicle, labour force and other required resources and equipment.
- 2.4. In accordance with the provisions of this Contract and work assignment of the Contracting Authority, the Supplier undertakes to arrange the installation of Product in perfect quality and high professional level, on its risks, independently, with own raw materials, tools, devices, labour force, and other required resources in the territory of VSIA Latvia National Opera.
- 2.5. The Supplier undertakes to agree with the authorized persons of the Contracting Authority on the works related with increased noise or that otherwise disturb the principal activity of the Contracting Authority – opera and ballet performance, if such are arranged in the premises of the Contracting Authority.

- 2.6. The Supplier is obliged to assume responsibility for its personnel regarding the compliance with labour safety, labour protection, labour order, sanitary norms, safety engineering and fire safety regulations in the Object.
- 2.7. Within the framework of provision of service, the Supplier undertakes to agree the work arrangement issues with the authorized representative of the Contracting Authority and take into account the instructions given by the authorized representative of the Contracting Authority.
- 2.8. The Supplier is obliged to notify timely the Contracting Authority on conditions that have revealed during the installation process and can cause obstacles for further qualitative and timely execution of work, and also on the fact if such conditions have occurred during the provision of services that can be dangerous to health and life of persons, and he is obliged perform all required measures to eliminate them.
- 2.9. The Supplier shall be responsible for concealment or non-provision of information or provision of untrue information to the Contracting Authority due to installation of the Product in the Object and the losses caused in the result of it.
- 2.10. The Supplier undertakes to notice all objections and instructions of the authorized representative of the Contracting Authority and eliminate the defects or faults specified by this person within the term specified by this person, if these defects or faults, objections and instruction are justified and they don't conflict with the Contract.
- 2.11. The Supplier is obliged to give a report in writing on the course of works, results and compliance with term, if requested by the Contracting Authority.
- 2.12. The Supplier undertakes the risk that could occur during the provision of Service (accidents, damages, causing losses to third persons, etc.).
- 2.13. After provision of the Service, the Supplier is obliged to arrange the Object, for example, removal of debris, equipment, tools, mechanisms, inventory and other things owned by the Supplier till the Acceptance Certificate is signed.
- 2.14. The Supplier shall appoint its authorized representative – _____ (tel. _____, e-mail: _____), who is authorized to settle the issues related with implementation of this Contract. In case the Supplier changes the responsible employee on its part during the Contract period, he shall notify the Contracting Authority at least 3 (three) working days in advance thereof.
- 2.15. The Supplier is entitled to resign unilaterally from the Contract in accordance with clause 8.2 herein. The Contracting Authority is entitled to calculate unilaterally and deduct the contractual penalty from the Contracting Authority referred to in clause 7.3 herein.
- 2.16. All information related with implementation of the Contract shall be confidential and the Supplier undertakes not to disclose it to third parties.

3. Rights and Obligations of the Contracting Authority

- 3.1. The Contracting Authority undertakes to pay a Contract Price for the delivery and installation of the Product referred to in clause 1.1 herein within the amount and procedure referred to in the Contract to the Supplier with a cash transfer to the operating account specified by the Supplier.
- 3.2. The Contracting Authority shall provide the Supplier with free, available and prepared Service performance place referred to in clause 2.4 herein.
- 3.3. Before installation of Product, the Contracting Authority shall ensure digging of hole and supply of electricity to the Product installation place according to Supplier's instructions and drawings.
- 3.4. The Contracting Authority undertakes to provide and familiarize the Contracting Authority with information required for implementation of Service that can be regarded as important and/or required for the Supplier to be able to perform the liabilities undertaken with the Contract.
- 3.5. The Contracting Authority is entitled to perform surveillance and control over Supplier's work, and control and request at any time explanation from the Supplier regarding the work progress, compliance with terms, problems the Supplier has encountered during the installation of Product, and give any other reports and explanations, that, at discretion of the Contracting Authority, are required due to performance of contractual works of the Supplier.
- 3.6. The Contracting Authority is obliged to notify timely the Supplier on conditions that may disturb the installation of Product by the Supplier.
- 3.7. If the quality of works performed by the Supplier doesn't comply with the contractual provisions as to the moment of handing over or a material deviation from norms is established, the Contracting Authority is entitled not to perform post-payment and not accept the works till

elimination of these faults on the account of the Supplier within the term specified by the Contracting Authority.

- 3.8. If the Supplier cannot perform the works within the term referred to in the Contract or delays the installation of Product for more than 10 (ten) calendar days, the Contracting Authority is entitled to request involvement of additional labour force to perform the Service.
- 3.9. The Contracting Authority shall appoint its authorized representative – **Technical Director of LNO Vilmārs Šadris (tel. 67073855, 29259050, e-mail: vilmars.sadris@opera.lv)**, who examines and controls the execution of works, not involving in operative economic activity of the Supplier and who is authorized to fix and accept the performance of service on the part of Latvia National Opera by signing the Acceptance Certificate. He is entitled to stop provision of works if legal acts and Contract is not observed to the moment the faults and/or imperfections are eliminated and works are completely executed. In case the Contracting Authority changes the responsible employees on its part during the validity period of the Contract, the Contracting Authority shall notify the Supplier thereof in writing 3 (three) days in advance.
- 3.10. The Contracting Authority shall not account for the machinery, materials and other resources of the Supplier that are located in the Object and also for the harm caused in the result of activity or inactivity of the Supplier.
- 3.11. The Contracting Authority is entitled to resign unilaterally from the Contract in accordance with clause 8.1 herein. The Contracting Authority is entitled to calculate unilaterally and deduct a contractual penalty referred to in clause 7.2 and 7.4 herein from the invoice regarding the works performed submitted by the Supplier.

4. Hanging over of works

- 4.1. Installation of the Product referred to in the Contract is fixed in an Acceptance Certificate that shall be attached to this Contract as *Annex 3* and is an integral part thereof.
- 4.2. The Supplier shall inform in writing the authorized representative of the Contracting Authority referred to in this Contract within 3 (three) days on the day the installation of Product is completed. The representative of the Contracting Authority, with participation of Supplier, in previously agreed time, performs inspection of the Object and verify the quality of the completed works. If the representative of the Contracting Authority establishes that works are not performed in the required volume or quality and doesn't correspond to the contractual provisions, the Contracting Authority is entitled not to sign the Acceptance Certificate, specify in writing the established defects and faults. The Supplier is obliged to eliminate the quality defects of Product installation works established by the Contracting Authority within the term specified by the Contracting Authority and inform the representative of the Contracting Authority on elimination of faults and completion of works. When the works are completed, an Acceptance Certificate regarding the completion of works is prepared which certifies the installation of Product referred to in the Contract in accordance with contractual provisions.

5. Payment Procedure

- 5.1. The Contracting Authority undertakes to pay the Supplier for fully and qualitatively provided service in accordance with contractual provision EUR _____ (_____ euro) plus VAT 21% _____ (_____ euro), **totally EUR _____ (_____ euro).**
- 5.2. The Contracting Authority undertakes to pay for the service within the following terms:
 - 5.2.1. advance amounting to 30% of the sum referred to in clause 5.1 herein amounting to EUR _____ (_____ euro), VAT 21% incl., within 5 (five) working days after the Contract is mutually signed and the invoice is received, if the Supplier submits an effective advance guarantee to the Contracting Authority. **Advance guarantee is the first request bank guarantee that is not evocable on the part of the Supplier.** Advance guarantee shall be issued upon the following conditions:
 - 5.2.1.1. guarantee sum is equal with the advance sum;
 - 5.2.1.2. advance guarantee shall be effective from the day the advance payment is made to _____. If the work performance term is extended, the Supplier is obliged to extend also the guarantee term and submit a document to the Contracting Authority certifying the extension of advance guarantee term;

- 5.2.1.3. issuer of the guarantee undertakes to pay the Contracting Authority the requested sum after the first request in writing from the Contracting Authority where the Contracting Authority has specified that the Supplier fails to use the advance payment received from the Contracting Authority for delivery and installation works of the Product as prescribed by the Contract, i.e. doesn't commence the works, don't complying with the contractual provisions, delays Product delivery and/or installation works, stops execution of works or performs such activities that serve as a ground for the Contracting Authority to resign unilaterally from the Contract. Sum requested by the Contracting Authority shall be equal with the advance sum not worked off by the Supplier, not exceeding the guarantee sum;
- 5.2.1.4. issuer of the advance guarantee undertakes the liability as the Supplier itself.
- 5.2.2. 70% of the sum referred to in clause 5.1 herein amounting to EUR _____ (_____ euro), VAT 21% incl., within 15 (fifteen) working days after the Acceptance Certificate is mutually signed and the invoice is received.
- 5.3. The Contracting Authority undertakes pay for the delivery and installation of Product with a bank transfer to the following bank account of the Supplier:
 - Bank:** _____
 - IBAN:** _____
- 5.4. Payment shall be regarded as made when the due payment is accrued in full to the operating account of the Supplier.

6. Guarantee of the Product and Installation Works.

- 6.1. After completion of installation works of the Product referred to in the Contract, the Supplier is obliged to give Product operation suggestions to the Contracting Authority.
- 6.2. Guarantee period is **24 (twenty-four) calendar months**, starting from the day the Acceptance Certificate is signed.
- 6.3. If the Contracting Authority notifies the Supplier on a defect revealed before the expiration of guarantee period referred to in clause 6.2 herein, the Parties agree that the guarantee period shall be extended for the period till the defect is eliminated.
- 6.4. Guarantee shall not apply to defects that have occurred in the result of incorrect operation or maintenance of the Product.
- 6.5. If the Contracting Authority sends a notification to the Supplier regarding a revealed defect, that has occurred in the result of law quality Product of the Supplier or improper installation, or using low quality raw materials, and in the result of the made mistakes, the Supplier is obliged to eliminate the defect referred to in the notification with its own labour force and on its account, and prevent al so the possible influence on the whole Object at such term as specified in Contracting Authority's notification.
- 6.6. If the Supplier hasn't eliminate the defect within the term referred to in the notification, the Contracting Authority shall provide elimination of defect, but the Supplier is obliged to cover defect elimination costs in double amount.
- 6.7. Handing over of the works related with elimination of defects shall be with participation of authorized representatives of the Supplier and the Contracting Authority who prepare and signed a deed of defects.

7. Responsibility for implementation of liabilities

- 7.1. The Parties undertake to implement in good faith the liabilities undertaken with this Contract.
- 7.2. If the Supplier has delayed the Product installation term referred to in clause 2.2 herein, the Supplier shall pay a contractual penalty to the Contracting Authority amounting to 0.01% (zero point zero one percent) of total Product and installation price referred to in clause 5.1 herein for each late day.
- 7.3. If the Contracting Authority has failed to pay the Supplier for the works performed within the term referred to in clause 5.2.2 herein, the Contracting Authority shall pay a contractual penalty to the Supplier amounting to 0.01% (zero point zero one percent) of the outstanding invoice sum for each late payment day.
- 7.4. The Supplier shall pay a contractual penalty to the Contracting Authority amounting to 5% (five percent) of the price referred to in clause 5.1 herein if the Contracting Authority resigns unilaterally from the Contract due to any case referred to in clauses 8.1.1. 8.1.2, 8.1.4 or 8.1.5 herein.

- 7.5. The Parties shall not be responsible for implementation of his Contract and losses caused in the result non-fulfilment or improper fulfilment if it was impossible to implement a Contract due to such conditions that couldn't be anticipated and/or eliminated, i.e. in the result of force majeure circumstances, including, but not limited to natural calamities, fire, war, military operations, changes in legislation or decision of government institutions in the result of which implementation of the Contract has become impossible.

8. Termination of the Contract

- 8.1. The Contracting Authority is entitled to resign unilaterally from the Contract, if:
- 8.1.1. the Supplier fails to deliver the Product and fails to commence the installation for more than 25 (twenty-five) calendar days starting from the day the Contract is signed,
 - 8.1.2. the Supplier has repeatedly violated any of the obligations of Supplier referred to in clause 2 herein;
 - 8.1.3. insolvency proceedings is initiated against the Supplier or its activity has been suspended or discontinued, or the Supplier cannot implement further the Contract;
 - 8.1.4. the Supplier has delayed the completion of Product installation works referred to in clause 1.1 herein for more than 25 (twenty-five) calendar days, starting from work completion term referred to in clause 2.2 herein;
 - 8.1.5. the Supplier suspends implementation of works or performs such activities that serve as a ground to terminate the Enterprise Contract.
- 8.2. The Supplier is entitled to resign unilaterally from the Contract if:
- 8.2.1. the Contracting Authority fails to make the advance payment for more than 25 (twenty-five) calendar days, starting from the valid advance guarantee and invoice submission referred to in clause 5.2.1 herein.
 - 8.2.2. insolvency proceedings is initiated against the Contracting Authority or its activity has been suspended or discontinued.
- 8.3. The Parties, by agreement in writing, are entitled to terminate the Contract due to any other reason.

9. Other Provisions

- 9.1. The Contract becomes effective with the moment it is signed and remains effective till complete implementation of mutual liabilities of the contracting parties and to expiration of the guarantee period referred to in the Contract.
- 9.2. The signed Contract attests complete agreement between the Parties. No verbal supplements shall be regarded as provisions of the Contract.
- 9.3. With the moment this Contract is signed, all previous arrangements as to this Contract, irrespective whether they are made verbally or in writing shall become null and void.
- 9.4. If any of the contractual provisions losses validity, it shall not affect the validity of other contractual provisions.
- 9.5. After signing of this Contract, the Parties are entitled to make amendments and/or supplements in contractual provisions by mutual agreement. Such amendments are effective if executed in writing and signed by both contracting parties and they shall be regarded as integral part of this Contract.
- 9.6. Either of Parties shall notify promptly the other Party on change of bank, registration details and registered or office address.
- 9.7. Mutual statements of the Parties shall be made in writing. The Parties agree to admit documents sent by mail and electronic mail as legally binding. In case either of the Parties has changed the mailing address for receipt of correspondence or electronic address which is specified in the Contract, the relevant Party undertakes to send a notification thereof to the other Party and such changes are effective only from the moment the relevant Notification is received. Notification shall be effective from the moment the addressee has received it and/or it is delivered to the addressee.
- 9.8. Neither of the Parties shall delegate the contractual rights and obligations to third parties without written consent from the other Party.
- 9.9. In case a Party is liquidated or reorganized, the Contract shall be binding to the legal successors.
- 9.10. The Parties undertake to do all possible to settle all disputes resulting from this Contract, its implementation or breach. If an agreement cannot be reached by way of negotiations, the dispute shall be settled at court of Latvia, applying the legislative norms of the Republic of Latvia.

- 9.11. Issues not stipulated herein, shall be settled in accordance with valid statutory documents of the Republic of Latvia.
- 9.12. Representatives of the Parties guarantee that they have all rights (powers) to conclude the Contract on behalf of the persons to be represented thus obtaining the rights and obligations referred to in the Contract on Behalf of the persons to be represented. If the signatory of this Contract wasn't authorized to represent the Party whose representative he claims to be at the moment of conclusion of the Contract, he shall account for implementation of contractual liabilities as a natural person.
- 9.13. The Contract is prepared on 5 (five) pages in 2 (two) copies – 1 (one) mutually signed copy of the Contract is issued for either of the contracting parties. Both copies of the contract have equal legal power.

10. Signatures and details of the parties:

Contracting Authority:

VSIA “Latvia National Opera”

Reg.No.LV40103208907

Aspazijas bulvāris 3, Rīga, LV 1050

Valsts Kase, BIC: TREL LV22

IBAN: LV19TREL9220500000000

Zigmars Liepiņš,
Chairman of the Board

Supplier:

