

PROCUREMENT REGULATIONS

1. General information about procurement.

- 1.1. CPV code: 37300000-1.
- 1.2. Procurement identification No: LNO 2017/17.
- 1.3. Estimated price: up to 35000.00 EUR (thirty five thousand euro and 00 euro cents), excluding VAT, including the costs of goods transportation to the Customer.
- 1.4. The Customer - SLLC „Latvijas Nacionālā opera un balets”, registration Nr. 40103208907, address: Aspāzijas bulvāris 3, Riga, LV-1050, Latvia
- 1.5. Customer contact person: Dace Peltmane, phone + 371 67073844, fax + 371 67228930, e-mail dace.peltmane@opera.lv.
- 1.6. The procurement includes delivery of an harp with the following technical specifications:

Requirements	Description
Model:	„LYON & HEALY”, STYLE 23 BRONZE or analog
Number	1
Soundboard material	Soundboard material: Pacific Northwest/Northwest Sitka spruce
Soundboard size	at least 55 cm
Dimentions of the harp:	Height: at least 188cm. Width: at least 98cm
Weight	Not more than 38 kg
Equipment:	2 wheels for vertical transportation
Diapason:	47 strings; From 0 octave G to 7 octave C
Warranty	5 years from the date of transfer of harp to the Customer.

- 1.7. The purchase is made in accordance with the Republic of Latvia Public procurement Law article 9. The purpose of the procurement is conclusion of the purchase contract and acquisition of high-quality musical instrument.
- 1.8. Harp delivery time not longer than two months, counting from the moment of conclusion of the contract.
- 1.9. Place of goods delivery - SLLC „Latvijas Nacionālā opera un balets”, Aspāzijas bulvāris 3, Riga, LV-1050, Latvia

2. Requirements for applicants.

The Customer excluded applicant from participation in procurement in any of cases set out in the Public procurement Law, article 9, part eight.

3. Deadline for submission of tender offers.

Applicants submit tender offers, starting with the day when the notice on the planned contract is published in the Procurement monitoring bureau home page www.iub.gov.lv until October 9, 2017 (on the last day for submission of offers, the tenderer shall submit offers until 11.00 a.m.).

4. Requirements - developing offers.

4.1. The applicant offer shall consist of:

4.1.1. Application for participation in the procurement, which is prepared in accordance with Annex 1 of Regulations. The applicant's has experience in the delivery of harps - at least three completed deliveries. The applicant shall provide information in accordance with Annex 1 of the Regulations.

4.1.2. Technical and financial offer in accordance with Annex 2 of the Regulations.

4.2. Offer must be prepared in Latvian or English language.

5. Verification of tenderers offer lay out, selection of tenderers, review of technical offer compliance

5.1. Commission carries out verification of Applicant's qualifications documents and verification of technical/financial offer compliance.

5.2. In each stage of evaluation, only those Tenderers offers are valued, which had not been rejected during the previous stage of evaluation.

6. Choice of the offer and purchase contract

Commission will choose to enter into a purchase contract with the Applicant, which complies with all requirements of the Regulations and has submitted economically most advantageous offer, the Customer evaluating only the price.

Annex 1

to procurement regulations
"Purchase of an harp"
identification Nr.2017/17

**Application for participation
in procurement tender "_____"
with identification No. LNO 2017/17**

I certify that all information submitted in this offer is correct.

I certify that I (the applicant) is not a subject of any cases of the Public procurement Law, article 9, part eight:

- 1) declared insolvency of the applicant;
- 2) on the last day of offer submission deadline - has no tax debts, including State social security mandatory payments, which in total exceed 150 Euro.

The applicant's details are the following:

1. <i>Applicant name</i>	
2. <i>Registration No.</i>	
3. <i>Legal address, postal code</i>	
4. <i>Actual address, postal 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>Phone number</i>	

10	<i>Fax number</i>	
11	<i>Mobile phone number</i>	
12	<i>E-mail address</i>	

The applicant's experience in the delivery of harps - at least three completed deliveries:

Name, model of the harp	Delivery scope	Delivery date	Customer/its contact information
1)			
2)			
3)			

Annex 2

to procurement regulations
"Purchase of an harp"
identification Nr.2017/17

APPLICANT TECHNICAL AND FINANCIAL OFFER

Customer requirements	Description of the Applicant offer taking into consideration each stated requirement of the Customer
Model: „LYON & HEALY”, STYLE 23 BRONZE or analog	
Quantity: one harp	
Soundboard material: Pacific Northwest/Northwest Sitka spruce	
Soundboard size: at least 55 cm	
Dimentions of the harp: Height: at least 188cm. Width: at least 98cm	
Weight: not more than 38 kg	
Diapason: 47 strings; From 0 octave G to 7 octave C	
Equipment: 2 wheels for vertical transportation	

Product warranty period 5 years from the date of transfer of harp to the Customer. Product transfer documentation: Consignment note.	
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Price of the harp:

_____ euro without VAT

Goods transportation costs:

_____ euro without VAT

The total amount (price per one harp and transportation costs to the Customer):

_____ euro without VAT*

* Price evaluated at the Procurement Commission hearing in accordance with the offer selection criteria.

Annex 3

to procurement regulations
"Purchase of an harp"
identification Nr.2017/17

LĪGUMS „Arfas iegāde”	CONTRACT „Purchase of an harp”
<p>Rīgā, 2017.gada ___.oktobrī</p> <p>VSIA „Latvijas Nacionālā opera un balets”, Reg.Nr.40103208907, adrese: Aspazijas bulvārī 3, Rīgā, LV-1050, tās valdes priekšsēdētāja Zigmara Liepiņa personā, kas darbojas uz statūtu pamata, turpmāk tekstā saukts „Pasūtītājs”, no vienas puses, un _____ (adrese: _____), tās pārstāvja _____ personā, turpmāk tekstā saukts „Pārdevējs”, no otras puses, Pasūtītājs un Pārdevējs kopā, katrais atsevišķi - turpmāk tekstā saukt par „Pusēm”, noslēdz šo līgumu, turpmāk tekstā „Līgums”, par sekojošo:</p> <p>1. Līguma priekšmets. Pasūtītājs pērk, bet Pārdevējs pārdod un piegādā mūzikas instrumentu - arfu (turpmāk tekstā prece), ievērojot Pasūtītāja tehnisko specifikāciju (Līguma pielikums Nr.1) un Pārdevēja piedāvājumu iepirkumā. Līgums noslēgts iepirkuma „Arfas iegāde”, ID Nr. LNO 2017/17, rezultātā.</p> <p>2. Pārdevēja pienākumi un tiesības.</p> <p>2.1. Pārdevējs uzņemas atbildību par pārdotās preces kvalitāti.</p> <p>2.2. Preces garantijas laiks ne mazāk kā 5 (pieci) gadi, skaitot no preces piegādes dienas. Preces garantijas nodrošināšana nozīmē - Pārdevēja uzņemšanos par saviem līdzekļiem/izmantojot savus resursus, novērst preces bojājumu/defektu iespējamību īšā laikā, atjaunojot preces funkciju un kvalitāti. Lai Pasūtītājs varētu izmantot preces garantiju Līgumā paredzētajā apjomā un kārtībā, Pasūtītāja pienākums ir lietot preci atbilstoši tās raksturam un funkcijai, kā arī turēt to saudzīgā veidā.</p> <p>2.3. Preces piegādes termiņš – ne ilgāk kā 2 (divu) mēnešu laikā, skaitot no Līguma</p>	<p>In Riga, on October _____, 2017</p> <p>SLLC “Latvian National opera and ballet”, reg.No.40103208907, address 3, Aspazijas Blvd., Riga, LV-1050, represented by the chairman of the board Zigmars Liepiņš, acting based on the Statute, hereinafter – the “Customer”, as one party, and _____ (address: _____), represented by _____, hereinafter referred to as – “Seller”, as another party, Customer and Seller together and individually hereinafter referred to as "the Parties", conclude this contract, hereinafter referred to as "the Contract", on the following:</p> <p>1. Subject-Matter of the Contract. The Customer buys, but the Seller sells and delivers a musical instrument – harp (hereinafter – goods), taking into consideration the Customer's technical specification (Annex 1 to the Contract) and the Seller offer during the tender. The Contract has been concluded as a result of procurement “Purchase of an harp”, ID No. LNO 2017/17.</p> <p>2. Seller's Obligations and Rights.</p> <p>2.1. The Seller assumes responsibility for the quality of goods sold.</p> <p>2.2. Warranty period for the goods is at least 5 (five) years following the day of delivery. The goods warranty means – the Sellers undertaking to eliminate the goods faults/defects in the shortest time possible at its own expense/using own resources, renewing the goods function and quality. In order for the Customer to use the goods warranty in the scope and procedure stipulated in the Contract, the Customer's obligation is to use the goods in accordance with its peculiarities and functions, as well as to treat it with care.</p> <p>2.3. The term of delivery of goods – not later than 2 (two) months following the day of</p>

noslēgšanas dienas.

3. Pasūtītāja pienākumi un tiesības.

3.1. Pasūtītājs apņemas samaksāt par preci saskaņā ar šī Līguma 4.punkta noteikumiem.

3.2. Pasūtītājs nozīmē savu pilnvaroto pārstāvi – LNOB orķestra tehniskās daļas vadītāju Mareku Auziņu (tālr. +371 26399216, e-pasts: mareks.auzins@opera.lv), kurš ir pilnvarots Pasūtītāja vārdā risināt visus ar šī Līguma izpildi saistītos jautājumus, kā arī tiesību aktu un Līguma neievērošanas gadījumā nepieņemt preci līdz trūkumu novēršanai.

3.3. Precei jābūt jaunai (nelietotai) un atbilstošā iepakojumā, lai veiktu tās drošu transportēšanu līdz Pasūtītājam.

4. Preces cena, norēķinu kārtība.

4.1. Preces piegādes vieta: Rīgā, Aspazijas bulvāris 3, LV-1050, Latvija.

4.2. Pasūtītājs maksā Pārdevējam cenu par preci kopā _____ EUR, neieskaitot PVN (turpmāk tekstā līguma summa). Līguma summa ietver preces transportēšanas/piegādes līdz Pasūtītājam izmaksas. Samaksa par preci tiek veikta pirms piegādes, desmit darba dienu laikā, skaitot no Līguma noslēgšanas dienas un rēķina saņemšanas no Pārdevēja.

4.3. Pārdevējs iesniedz Pasūtītājam rēķinu par preci elektroniski uz Pasūtītāja adresi: rekini@opera.lv.

4.4. Ievērojot preces cenu, Pasūtītājs samaksā pievienotās vērtības nodokli saskaņā ar Latvijas Republikas normatīvajiem tiesību aktiem.

5. Līguma termiņš.

Līgums parakstīts un stājas spēkā 2017.gada _____. Līgums spēkā līdz pilnīgai Līgumā paredzēto saistību izpildei.

6. Atbildība, strīdu izskatīšana.

6.1. Ja kāda no Pusēm neizpilda daļēji vai pilnībā savas šajā Līgumā paredzētās saistības, tā atlīdzina otrai Pusei visus šādas saistību neizpildes vai nepienācīgas pildīšanas rezultātā radušos zaudējumus.

6.2. Puses apņemas darīt visu iespējamo, lai visus strīdus, kas izriet no šī Līguma, tā izpildes vai laušanas, atrisinātu pārrunu ceļā. Ja pārrunu rezultātā vienošanās netiek panākta, tad strīds izskatāms Latvijas tiesā, piemērojot Latvijas Republikas normatīvos aktus.

6.3. Par maksājuma termiņa neievērošanu, Pasūtītājs maksā Pārdevējam līgumsodu 0,1% (nulle komats viens procenti) apmērā no kavētās Līguma apmaksas summas par katru nokavēto dienu.

conclusion of the Contract.

3. Customer's Obligations and Rights.

3.1. The Customer undertakes to pay for goods in conformity with provisions of Clause 4 of the Contract.

3.2. The Customer appoints its authorized representative – Mareks Auzins, (phone: +371 26399216, e-mail: mareks.auzins@opera.lv), who is authorized, on behalf of the Customer, to deal with all issues related to fulfilment of the Contract, as well as, in case of the non-observance of legislation and the Contract, not to accept the goods until elimination of faults.

3.3. The goods shall be new (unused) and packed in an appropriate packing.

4. Price of Goods, Procedure for the Settlement of Accounts.

4.1. The place of delivery of goods: Riga, 3 Aspazijas Blvd., LV-1050, Latvia.

4.2. The Customer pays the Seller for the goods total of _____ EUR, excluding VAT (hereinafter – contractual amount). The contractual amount includes the costs of the transportation/delivery of goods to the Customer. Payment for the goods is done before delivery, within ten working days, starting from the day of conclusion of the Contract and receipt of the invoice from the Seller.

4.3. The Seller submits to the Customer an invoice for the goods electronically to the Customer's address: rekini@opera.lv .

4.4. According to the amount of the Contract, the Customer pays VAT in accordance with the laws and regulations of the Republic of Latvia.

5. Period of Contract.

The Contract is signed and comes into force on ____ 2017. The Contract is valid until complete fulfilment of liabilities under the Contract.

6. Responsibility, Settlement of Disputes.

6.1. If any of the Parties does not fulfil partially or completely its liabilities under the Contract, such Party shall compensate the other Party all losses incurred as a result of the non-fulfilment or improper fulfilment of liabilities.

6.2. The Parties undertake to do their best to settle all disputes arising from the Contract, its fulfilment or termination through negotiations. If agreement is not achieved as a result of negotiations, then the dispute shall be settled at a court of Latvia by applying the laws and regulations of the Republic of Latvia.

6.3. For non-observance of payment period, the Customer shall pay the Seller contractual

6.4. Pasūtītājs konstatē preču piegādes termiņa kavējumu vai preces neatbilstību Līguma noteikumiem – divu darba dienu laikā nosūtot pretenziju Pārdevējam. Pretenzija ietver pretenzijas izskatīšanas un Līguma pārkāpuma novēršanas laiku – bez kavēšanās, bet ne ilgāk kā desmit darba dienas, skaitot no pretenzijas nosūtīšanas dienas uz Pārdevēja kontaktpersonas faksa numuru vai e-pasta adresi.

6.5. Pasūtītājs ir tiesīgs vienpusēji lauzt Līgumu (paziņojoj par Līguma laušanu Pārdevējam 10 (desmit) kalendāras dienas iepriekš), ja Pārdevējs nenovērš pārkāpumu saskaņā ar Pasūtītāja pretenziju. Pārdevējs maksā Pasūtītājam vienreizēju līgumsodu 10% (desmit procenti) no Līgumcenas.

6.6. Pasūtītājs var aprēķināt līgumsodu Pārdevējam, ja Pasūtītāja rīcība nav biju par iemeslu jeb Pasūtītājs nav vainojams Pārdevēja saistību neizpildē vai neizpildē pienācīgi.

7. Citi noteikumi.

7.1. Grozījumi un papildinājumi Līgumā veicami, Pusēm iepriekš vienojoties. Šādi Līguma grozījumi un papildinājumi ir noformējami rakstveidā kā Līguma pielikumi, un pēc to abpusējas parakstīšanas kļūst par neatņemamu šī Līguma sastāvdaļu.

7.2. Ja kāds no Līguma nosacījumiem zaudē spēku, tas neietekmē pārējo šī Līguma nosacījumu spēkā esamību.

7.3. Jautājumus, kas nav atrunāti šajā Līgumā, Puses risina saskaņā ar Latvijas Republikas spēkā esošajiem normatīvajiem aktiem.

7.4. Katra Puse nekavējoties rakstiski ziņo otrai Pusei par savu bankas un reģistrācijas rekvizītu, un juridiskās vai biroja adrese maiņu.

7.5. Līgums sagatavots latviešu valodā un angļu valodā uz 3 lapām, 2 eksemplāros ar vienādu juridisko spēku, kā arī glabājas pa 1 eksemplāram pie katras no Pusēm.

penalty in the amount of 0.1% (zero point one per cents) of the outstanding payment amount of the Contract for each day of delay.

6.4. The Customer determines delay in date of delivery or non-compliance of goods to the terms of the Contract – by submission of a claim to the Seller within two business days. The claim shall include the term for the claim review and aversion of violation of the Contract – without delay, but no more than ten business days, starting from the date of the claim sending to the Seller's contact person's fax number or e-mail address.

6.5. The Customer has the rights to unilaterally terminate the Contract (upon notifying the Seller about termination of the Contract at least 10 (ten) calendar days in advance), if the Seller does not avert the violation, in accordance with the Customer claim. The Seller must pay the Customer one-time penalty fee of 10% (ten percent) of the Contractual amount.

6.6. The Customer may demand a penalty fee from the Seller, if the Customer's actions did not lead to and the Customer isn't responsible for non-fulfillment or insufficient fulfillment of Seller's obligations.

7. Miscellaneous Provisions.

7.1. Amendments and additions to the Contract shall be made upon the agreement of Parties. Such amendments and additions to the Contract shall be prepared in writing as the annexes to the Contract, and, upon signing by both Parties, shall become an integral part of this Contract.

7.2. If any of the provisions of the Contract become null and void, it does not affect validity of other provisions of the Contract.

7.3. The issues not specified in the Contract, shall be solved by the Parties in conformity with the laws and regulations in force in the Republic of Latvia.

7.4. Each Party shall promptly notify the other Party in writing on the change of its bank and registration details, and legal or Office address.

7.5. The Contract has been drawn up in Latvian and English on __ pages, in 2 copies with equal legal force; each Party keeps 1 copy.

Pušu rekvizīti un paraksti / Details and Signatures of Parties:

Customer:

State LLC “Latvian National Opera and Ballet”

Reg. No.40103208907

3 Aspazijas Blvd, Riga, LV-1050

State treasury, TRELV22XXX

Pārdevējs /Seller:

IBAN: LV19TREL9220500000000

Zigmars Liepiņš, chairman of the board