**Contract No. FM VID 2024/158
“Delivery of dog carriage cages”**

The date of the document is the date of its electronic signature

Riga,

**State Revenue Service,** represented by , acting in accordance with , (hereinafter referred to as the Contracting Authority or the SRS), on the one hand, and

, represented by , acting in accordance with , (hereinafter referred to as the Contractor), on the other hand, both collectively hereinafter also referred to as the Parties, and separately as the Party, on the basis of the results of the public procurement No. FM SRS 2024/158 “Delivery of dog carriage cages”, enter into this Contract (hereinafter referred to as the Contract).

1. **SUBJECT OF THE CONTRACT**

The Contractor shall ensure the delivery of **five (5)** high-quality, new, unused, safe for use transport cages intended for moving dogs in the car (hereinafter referred to as the Product) in accordance with the provisions of the Contract and its Annex.

1. **CONTRACTUAL AMOUNT AND SETTLEMENT PROCEDURE**
	1. The total amount of the Contract is EUR ( *euros)* excluding Value Added Tax (hereinafter referred to as VAT). VAT is paid additionally in accordance with the current tax rate. *(The total amount of the Contract shall be specified according to the offer of the selected tenderer)*
	2. The price of the Product indicated in Clause 2 of the Annex to the Contract must include all costs related to the value of the Product and delivery of the Product, including transportation costs, loading/unloading costs, labor costs, taxes (except for VAT), fees, costs related to the provision of a guarantee, costs of exchange of poor-quality, damaged and/or non-compliance with the conditions of the Contract (if necessary), costs for obtaining the necessary permits from third parties and other costs, necessary for the full, timely and high-quality performance of the Contract.
	3. The Contracting Authority shall pay for the delivery of the quality Product within thirty (30) days after the date of mutual signing of the delivery acceptance certificate and delivery note for the Product specified in Sub-Clause 3.8 of the Contract by transferring the payment to the Contractor's current account in the bank.
	4. The Contracting Authority shall pay in accordance with the price of the Product specified in Clause 2 of the Annex to the Contract, which includes all costs specified in Sub-Clause 2.2 of the Contract.
	5. The Contracting Authority shall not be obliged to use the total amount of the Contract specified in Sub-Clause 2.1 of the Contract when ordering the Product in accordance with the procedure specified in the Contract.
	6. If due to the applied sanctions the Contracting Authority does not have the right to make a payment to the Contractor for the actually purchased Product, the Contracting Authority shall postpone making of payment and the deadlines determined for payment shall be suspended until the time, when sanctions are lifted with regard to the subjects of sanctions specified in Sub-Clause 9.4.1 of the Contract, and it is possible to make payments.
2. **PRODUCT DELIVERY PROCEDURE**
	1. The delivered Product must comply with the requirements of the binding regulatory enactments in force in the Republic of Latvia.
	2. The Contractor shall ensure that the Product is packaged in accordance with the Product manufacturer's packing instructions and it does not pose a threat to the health of persons and animals (dogs).
	3. The Contractor shall deliver the Product to the Contracting Authority at the Contractor’s own expense in accordance with the technical specification of the Product specified in Clause 1 of the Annex to the Contract within ninety (90) calendar days from the date of

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entry into force of the Contract. The Contractor shall ensure and carry out unloading of the delivered Product at the place of the Product’s delivery - at the place and/or premises indicated by the Contracting Authority’s authorized person indicated in Sub-Clause 9.9.1 of the Contract.

* 1. The Contractor shall deliver the Product at 1 Talejas Street, Riga, during the Contracting Authority's working hours (on weekdays, Monday to Thursday, 8:15 a.m. to 4 p.m., on Fridays - 8:15 a.m. to 3 p.m.). The authorized persons of the Parties shall agree in advance on the time of delivery of the Product during the working hours of the Contracting Authority.
	2. At the time of delivery of the Product, to the authorized person of the Contracting Authority specified in Sub-Clause 9.9.1 of the Contract, the Contractor shall issue the instructions for use of the Product (information on the purpose, use of the Product and information on how the Product is to be serviced) and a document confirming the warranty in Latvian. The instructions for use shall be submitted in the form of a printed document or in electronic format on a data medium (if the relevant type of Product has one). The guarantee document shall be submitted in the form of a printed document.
	3. If the received Product does not comply with the conditions of the Product Delivery Contract and its annexes or with the requirements of the regulatory enactments in force in the Republic of Latvia (requirements to quality, etc.), the authorized person of the Contracting Authority referred to in Sub-Clause 9.9.1 shall not accept the received Product and shall not sign the acceptance certificate and the consignment note for the Product.
	4. The delivery of the Product shall be deemed to have been carried out on the day of the mutual signing of the acceptance certificate for the delivery of the Product and the consignment note. Upon establishing the delay in the term of delivery of the Product, the authorized person of the Contracting Authority referred to in Sub-Clause 9.9.1 of the Contract shall indicate it in the acceptance certificate, as well as indicate the grounds for the application of the contractual penalty in accordance with the Sub-Clause of the Contract.
	5. If the Contractor, due to reasonable (demonstrable) circumstances (discontinued production of the Product, etc.), is unable to deliver the Product specified in the Annex to the Contract, by sending a motivated letter to the Contracting Authority and having received the written consent of the Contracting Authority, the Contractor may offer the Contracting Authority the delivery of an equivalent product with the same or better characteristics and technical parameters, not exceeding the price of the Product indicated in Clause 2 of the Annex to the Contract, for which a written agreement on amendments to the Contract is concluded.
1. **PRODUCT WARRANTY**
	1. The Contractor ensures and guarantees that the delivered Product is of high quality, unused, new, in complete configuration, safe for the environment, human and animal health, complies with the conditions of the Contract and its Annex, as well as the requirements of the binding regulatory enactments in force in the Republic of Latvia.
	2. The Contractor shall provide the delivered Product with a ( ) month warranty period from

the date of mutual signing of the consignment note. *(The warranty period shall be specified according to the tender of the selected tenderer)*

* 1. If during the warranty period of the Product, the defects of damages of the Product are revealed that have not occurred through the fault of the Contracting Authority (the Contracting Authority has complied with the requirements for storage and/or use of the Product), the authorized person of the Contracting Authority specified in Sub-Clause 9.9.1 of the Contract shall draw up a motivated claim and send it within two (2) working days to the authorized person of the Contractor specified in Sub-Clause 9.9.2 of the Contract, in accordance with the procedure laid down in Sub-Clause 9.11 of the Contract.
	2. During the warranty period of the Product, the Contractor shall eliminate the defects and damages of the delivered Product (its part) at the Contractor’s own expense or exchange it (if necessary) for a new Product within fifteen (15) working days from the date of sending the claim by the authorized person of the Contracting Authority specified in Sub-Clause 9.9.1 of the Contract.
	3. The terms of the Contract warranty shall apply to the elimination or exchange of defects of the Product performed an unlimited number of times during the warranty period.
1. **RESPONSIBILITY OF THE PARTIES**
	1. Contractor:

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* + 1. If the Contractor refuses to deliver the Product after the conclusion of the Contract, the Contracting Authority shall require the Contractor to pay a contractual penalty in the amount of EUR 300 (three hundred *euros*).
		2. If the Contractor fails to comply with the deadline for delivery of the Product specified in Sub-Clause 3.3 of the Contract, the Contracting Authority shall require the Contractor to pay a contractual penalty in the amount of one tenth of a percent (0.1 %) of the value of the undelivered Product excluding VAT for each day of delay, but not more than ten per cent (10 %) of the value of the undelivered Product, excluding VAT;
		3. if the Contractor fails to comply with the deadline for rectification of defects of the Product specified in Sub-Clause 4.4 of the Contract during the warranty period of the Product specified in Sub-Clause 4.2 of the Contract, the Contracting Authority shall request the Contractor to pay a contractual penalty in the amount of 0.1% (one tenth of a percent) of the value of the Product found to be defective, excluding VAT for each day of delay, but not more than 10% (ten percent) of the value of the Product found to be defective, excluding VAT;
		4. For failure to comply with the confidentiality conditions specified in Clause 7 of the Contract, the Contracting Authority shall require the Contractor to pay a contractual penalty in the amount of EUR 100.00 (one hundred *euros* and 00 cents) for each such case.
	1. If the Contracting Authority fails to pay for the Product delivered and accepted by the Contracting Authority within the term specified in Sub-Clause 2.3 of the Contract, the Contractor shall request the Contracting Authority to pay a contractual penalty in the amount of one-tenth of a percent (0.1%) of the value of the delivered but unpaid Product, excluding VAT, respectively, for each day of late payment. The contractual penalty calculated in accordance with this sub-clause of the Contract may not exceed ten percent (10%) of the amount of late payment without VAT.
	2. The delay in delivery of the Product shall include the entire period of time that exceeds the term of delivery of the Product specified in Sub-Clause 3.3 of the Contract until the day when the Contractor delivers the Product that complies with the requirements of the Contract, its Annex and the regulatory enactments of the Republic of Latvia, and the authorized persons of the Parties referred to in Sub-Clause 9.9 of the Contract shall mutually sign the acceptance certificate and the consignment note for the Product. In the case referred to in Sub-Clause 3.3 of the Contract, the period from the date of delivery of the Product to the date of sending the claim shall not be included in the delay in the Product’s delivery.
	3. In the event of a delay in the performance of any obligation under the Contract, the contractual penalty shall be calculated for the period starting on the day following the deadline for performance of the obligation specified in the Contract and including the date on which the obligation was fulfilled.
	4. The Parties undertake to compensate for direct or indirect losses caused to the other Party, if such have occurred as a result of unlawful and illegal actions caused by the damage, the fact of existence of damages, the amount of damages, as well as the causal relationship between the illegal act and the damage caused have been established and proved.
	5. Payment of the contractual penalty shall not exempt the Parties from fulfilment of other obligations of the Contract.
	6. For violation of the conditions specified in the Contract, the Contracting Authority calculates a contractual penalty for the Contractor and issues an invoice. By sending an invoice for the recovery of the contractual penalty, the Contracting Authority shall, if possible, offer the Contractor to include the contractual penalty in the amount payable to the Contracting Authority (to be cleared off) or to pay it by the date of payment of the Contractor's invoice.
	7. If the Contractor chooses to clear the contractual penalty in the form of offsetting, when issuing the invoice, the Contractor shall indicate in the invoice the total amount, the amount of the contractual penalty withheld, indicating the invoice of the contractual penalty of the Contracting Authority and reducing the amount to be paid for the amount of the contractual penalty withheld.
	8. If the Contractor fails to pay the calculated contractual penalty within the term specified in Sub-Clause 5.7 of the Contract or the payment of the contractual penalty is not made by offsetting, the Contracting Authority shall withhold the calculated amount of the contractual penalty in the form of a single set-off.
1. **DURATION OF THE CONTRACT**
	1. The Contract shall enter into force with the date of the last added secure electronic signature and its time stamp
	2. The Contract shall remain in force until the Parties have fully performed their contractual obligations.
	3. The Parties shall have the right to unilaterally terminate the Contract by notifying the other Party in writing at least one (30) working day in advance:

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* 1. The Contracting Authority has the right to unilaterally terminate the Contract by notifying the Contractor in writing at least one (1) working day in advance:
		1. if, in accordance with the Law on International and National Sanctions of the Republic of Latvia, international or national sanctions or sanctions imposed by a Member State of the European Union and the North Atlantic Treaty Organization affecting significant financial and capital interests have been imposed on the subjects of sanctions indicated in Sub-Clause 9.4.1 of the Contract, due to which it is impossible to implement the Contract or the performance of the Contract is significantly delayed;
		2. if the Contractor is subject to Article 5k, Clause 1 of Council Regulation (EU) No. 833/2014 of 31 July 2014.
	2. Notwithstanding the termination of the Contract, the Contractor shall ensure timely and high-quality performance of the warranty conditions of the Product specified in the Contract except for the cases specified in Sub-Clause 6.4 of the Contract.
1. **NON-DISCLOSURE**
	1. For the entire period of the Contractor’s cooperation, as well as thereafter, the Tenderer undertakes not to disclose to third parties technical, financial and other information about the Contracting Authority obtained in connection with the performance of the Contract, as well as information related to the Product delivered to the Contracting Authority. All information provided by the Contracting Authority to the Contractor in connection with the performance of the Contract, as well as during the performance of the Contract, shall be considered undisclosed and may not be disclosed or made publicly available without the written consent of the Contracting Authority.
	2. The above-mentioned information shall not be considered undisclosed if it has become publicly available in accordance with the requirements laid down in the laws and regulations of the Republic of Latvia (included in the reports and reports of a public nature prepared by the administration and accounting of the Parties, etc.) or if the information is requested by the institutions or organizations specified in the laws and regulations in force in the Republic of Latvia, which have a legal right to it.
	3. Under the Contract, the Parties shall deem the disclosure of information to be unlawful if it’s transferred orally, in writing, electronically or in any other technical way, copied, reproduced, or copied to data mediums, distributed, sold, gifted, leased, modified, changed, corrected, transferred to third parties, or any other similar actions are performed with undisclosed information.
2. **FORCE MAJEURE**
	1. In the Contract, the event is recognized as force majeure, if it is unavoidable and its consequences cannot be overcome; it could not have been foreseen at the time of the conclusion of the Contract; it is not the result of an error or action on the part of the Party or a person under the Party’s control; and it makes the fulfillment of obligations not only onerous but also impossible. The Parties are exempt from liability for total or partial non-performance of the obligations specified in the Contract, if and when such non-performance has occurred as a result of force majeure.
	2. Defects of the Product or delays in the delivery of the Product shall not be considered force majeure.
	3. The Party, the fulfillment of contractual obligations of which is affected by force majeure circumstances, shall without delay inform the other Party thereof in writing within ten (10) working days after the occurrence of such circumstances and the notification shall be enclosed with a confirmation, issued by the competent authorities and containing confirmation and description of the above-mentioned circumstances, if, where applicable, the competent authorities are entitled to issue such a document.
	4. The Parties shall be released from liability in accordance with Sub-Clause 8.1 of the Contract only for the period during which force majeure circumstances exist. If these circumstances continue for more than two (2) months from the date of receipt of the notice referred to in Sub-Clause 8.3 of the Contract, each Party has the right to unilaterally terminate the Contract due to the impossibility of its performance.
	5. In the event of force majeure, the Contract may be terminated immediately by written agreement of the Parties.

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1. **MISCELLANEOUS**
	1. If any of the provisions of the Contract ceases to be valid in the event of amendments to regulatory enactments of the Republic of Latvia, the Contract shall not cease to be valid in its other paragraphs, and in this case the Parties undertake to apply the Contract in accordance with the applicable laws and regulations of the Republic of Latvia.
	2. If one of the Parties changes its legal status or any of the details, telephone numbers, addresses, etc. of the Parties referred to in the Contract, it shall immediately notify the other Party thereof in writing by sending a letter, but not later than within five (5) working days. Such notification shall become binding on the other Party on the eighth (8th) day following the date of its dispatch. If the notification is sent by electronic mail using a secure electronic signature, it shall become binding on the other Party on the second (2nd) working day after sending it. If a Party fails to comply with the provisions of this Sub-Clause, the other Party shall be deemed to have fully complied with its obligations in using the information about the other Party contained in this Contract. The conditions referred to in this Sub-Clause shall also apply to the authorized persons of the Parties referred to in the Contract and their details. The notification referred to in this Sub-Clause is entitled to be signed from the Contracting Authority’s side by the head of the independent relevant structural unit or the person who replaces him or her.
	3. Reorganization of the Parties or their managers shall not serve as grounds for suspension or termination of the Contract. In the event if any of the Parties is restructured, the Contract shall remain in force and its terms shall be binding on the successor in obligations of the Parties. In the event that the Contracting Authority is reorganized, the Contracting Authority may transfer the Contracting Authority’s rights and obligations arising from the Contract to the legal successor of the Contracting Authority in full or in part. In such a case, the Parties shall amend the Contract. The Contractor shall not have the right to refuse to make amendments to the Contract in such cases, as well as the Contractor undertakes to unconditionally approve the division of the rights and obligations of the Contracting Authority and the successor of the Contracting Authority's rights in accordance with the reorganization of the Contracting Authority.
	4. Within two (2) working days, the Contractor shall inform the Contracting Authority in writing:
		1. regarding sanctions directly or indirectly imposed on it within the meaning of the Law on International Sanctions and National Sanctions of the Republic of Latvia (including also if a participant, member of the board or council, beneficial owner, person entitled to represent or attorney-in-fact, or a person who is authorized to represent the Contractor in activities related to the branch, or a member of the partnership, a member of its board or council, a beneficial owner, a person entitled to represent or a procurator; if the Contractor is

a partnership, is a subject of imposed international or national sanctions or sanctions of a Member State of the European Union and the North Atlantic Treaty Organization affecting significant financial and capital interests);

* + 1. in the event of a change in the Contractor's members, members of the board and council, beneficial owners, persons entitled to represent, attorney-in-facts or persons authorized to represent the Contractor in activities related to the branch, or members of the partnership, members of its board or council, beneficial owners, persons entitled to represent or attorney-in-facts, if the Contractor is a partnership, and information about the persons referred to in this sub-clause on the publicly available data website of the Register of Enterprises:  [https://info.ur.gov.1v/#/data-search](https://info.ur.gov.lv/%23/data-search)  has not been published.
	1. The Contractor certifies that:
		1. in the performance of the contractual obligations, it will not carry out transactions (will not purchase goods or services) with such natural or legal person to whom (including its member, member of the board or council, beneficial owner, person entitled to represent or attorney-in-fact, or a person authorized to represent the legal person in activities related to the branch, or a member of a partnership, a member of its board or council, the beneficial owner, the person entitled to represent or attorney-in-fact, if the legal person is a partnership) international or national sanctions or sanctions of a Member State of the European Union or of the North Atlantic Treaty Organization directly or indirectly apply affecting significant financial and capital market interests;

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* + 1. the Contractor is not subject to Article 5k, Clause 1 of Council Regulation (EU) No. 833/2014 of 31 July 2014.
	1. Disputes that may arise as a result of the performance of this Contract or in connection with this Contract shall be resolved by the Parties through mutual negotiations. If no agreement is reached, the dispute shall be resolved in court in accordance with the laws and regulations of the Republic of Latvia.
	2. Amendments to the Contract, except for the case specified in Sub-Clause 9.2 of the Contract, shall be agreed by the Parties in writing. Annexes to the Contract shall become an integral part of this Contract. The Parties may make such substantial amendments to the Contract - clarify the specification of the Product specified in the Contract and amend the term of delivery of the Product - if the need for such amendments is justified by reasonable (demonstrable) circumstances (discontinued production of the Product, etc.) that do not depend on the will of the Parties.
	3. Neither of the Parties shall be entitled to transfer their rights arising from this Contract to the third party without a written consent of the other Party.
	4. The Parties agree that the issues related to fulfilment of the Contract shall be settled by the following authorized persons of the Parties:
		1. on the part of the Contracting Authority: (phone: , e-mail: );
		2. on the part pf the Contractor: - (phone: , e-mail: ).
	5. The authorized persons of the Contracting Authority are not authorized to make amendments to the Contract and its Annex.
	6. Claims shall be sent by the authorized person of the Contracting Authority to the authorized person of the Contractor by e-mail. The time of sending is recorded on the printout of the Contracting Authority's e-mail report on the delivered e-mail (delivery to the addressee's server) (for e-mail, the time is recorded and stored also in electronic format), which becomes an integral part of the Contract, which, if necessary, can serve as evidence of sending the respective letter to each of the Parties, and on the basis of which penalties may be imposed against the Contractor for non-compliance with the deadlines specified in the Contract, as well as non-fulfillment of tasks.
	7. The Contract is drawn in the form of an electronic document in Latvian and signed with a secure electronic signature.
1. **Details of the Parties**

**Contracting Authority: Contractor:**

**State Revenue Service Name**

1 Talejas Street, Riga, LV-1978 Address

Taxpayer code: 90000069281 Taxpayer code:

VAT code: LV90000069281 VAT code:

Phone: 67122689 Phone:

e-mail: vid@vid.gov.lv e-mail:

e-mail:\_DEFALT@90000069281 e-mail:

*Payment details: Payment details:*

State Treasury Credit institution

Code: TRELLV22 Code:

Account No.: LV26TREL2130056037000 Account No.:

General Director Position, name, surname

(\*signature) (\*signature)

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**Annex**

**to Contract No. FM VID 2024/158**

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**Technical Specification and Price of the Product**

**The State Revenue Service**, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , acting in accordance with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter referred to as the Contracting Authority or the SRS), on the one hand, and

 **,** represented by , acting in accordance with , (hereinafter referred to as the Contractor), on the other hand, both collectively hereinafter also referred to as the Parties, and separately as the Party, agree on the following technical specification and prices of the Product:

*The Annex will be supplemented in accordance with Clause 1, Clause 2 of Table 1 “Technical
Proposal” of the Tenderer's tender and Clause 4 “Financial
Proposal” and the tender of the selected Tenderer*

**Signatures of the Parties:**

**Contracting Authority:** **Contractor:**

General Director Position, name, surname

(\*signature) (\*signature)

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