# Contract No. FM VID 2023/130

**Training Course in Covert Installation of Equipment in the Vehicles**

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| Riga | The date of the document is the date of itsdate of signing |

The **State Revenue Service**, represented by its Director General acting by virtue of the Law On the State Revenue Service, hereinafter referred to as the Contracting Authority or SRS on the one part, and

 , represented by acting by virtue of , hereinafter referred to as the Service Provider, on the other part, both jointly referred to as the Parties and severally as the Party, based on the results of procurement No. FM VID 2023/130 Training Course in Covert Installation of Equipment in the Vehicles, sign the following contract, hereinafter referred to as the Contract:

# Subject matter of the Contract

1.1. Pursuant to the Contract and Annexes thereto, the Service Provider shall provide specialised training to officers and employees of the Tax and Customs Police Administration (hereinafter referred to as the Participants) in concealed installation of equipment in vehicles (hereinafter referred to as the Training) in accordance with the Contract and its Annexes.

# Contract Amount and Settlement Procedure

* 1. The total amount of the Contract is EUR ( eurocents), excluding the value added tax (hereinafter referred to as “VAT”). The VAT is calculated and paid on the above amount pursuant to the applicable laws and regulations.
	2. Training costs according to the prices specified in Annex 2 to the Contract shall be included in the total amount of the Contract.
	3. The prices specified in Annex 2 of the Contract shall include all the costs related to the conduct of the Training, including tutor fees, costs of creation, use and distribution of necessary auxiliary materials (specially made or adjusted equipment, devices or tools and their components), costs of preparation, reproduction and issue of training materials, taxes (except VAT), duties and any other costs related to the timely and quality performance of the Contract. If the Service is provided outside the Republic of Latvia, the prices specified in Annex 2 of the Contract shall include travel costs, also including travel costs from the airport in the country of the Service Provider to the Participant accommodation location during the Training (on the day of arrival), travel from the Participant accommodation location during the Training to the Training location and back from the Training location to the Participant accommodation location during the Training, as well as travel from the Participant accommodation location during the Training to the airport in the country of the Service Provider (on the day of departure) (except travel within the Republic of Latvia associated with the travel of the Participants to the airport in the country of the Service Provider for the Training (including air transport and purchase of airline tickets) and covered by the Contracting Authority).
	4. The Contracting Authority shall pay for the received Training after the completion of the Participant training by a transfer to the specified Service Provider’s bank current account in accordance with the price specified in Annex 2 of the Contract within 30 (thirty) days after the authorised persons of the Parties specified in Sub-clause 8.1 of the Contract have signed the acceptance certificate for the conducted Training and the Contracting Authority has received an invoice from the Service Provider.
	5. The Service Provider shall issue an invoice to the Contracting Authority within 5 (five) business days after the authorised persons of the Parties have signed the certificate of delivery and acceptance of the Training carried out. The Service provider sends the invoice to the Contracting Authority's e-mail address: FP.lietvediba@vid.gov.lv , e-invoices shall be sent by the Contractor to e-mail address EINVOICE\_VID@

90000069281. If the Contractor issues an electronic invoice, it shall be in a format set forth in statutory regulations.

* 1. The authorised person of the Contracting Authority may not sign the certificate of delivery and acceptance of the implemented Training Course referred to in Sub-clause 3.13 of the Contract and not make payment for the implemented Training Course, unless the Service Provider has carried out the Training pursuant to the provisions of the Contract and annexes thereof.
	2. The Contracting Authority shall not be obliged to use the entire Contract amount referred to in Sub-clause 2.1 of the Contract, while receiving the Training Course pursuant to the procedures specified in the Contract.
	3. If the Contracting Authority has no right to make payment to the Service Provider for the Services actually provided due to the applied sanctions, the Contracting Authority shall postpone the making of payment and the set payment deadlines shall be suspended until sanctions are removed for the subjects of sanctions specified in Clause 3.17 of the Contract and payments can be made.

# Provision of service

* 1. The Service Provider shall undertake to implement the Training Course in accordance with the programme of the relevant Training Course attached in Annex 1 to the Contract.
	2. The Service Provider shall ensure the organizational process of the Training Course, including conducting the Training Course sessions in accordance with the Training Course programme as per Contract, providing the Training Course Participants with premises suitable to the number of Participants and the Training Course, registering the Training Course Participants in the participant registration forms.
	3. The Service Provider shall carry out the Training of Participants in accordance with the list submitted by the authorised person of the Contracting Authority determined in Sub-clause 8.1.1 of the Contract, where the number of Participants per Training Course is specified. The number of Participants in the group is limited to 4 (four).
	4. After submitting the list pursuant to Sub-clause 3.3 herein, the persons authorised by the Parties and specified in Sub-clause 8.1 herein shall, within 10 (ten) business days, electronically agree upon the Training schedule for each Training day (Training time, number of participants) and the Training Programme in compliance with the topics of the Training Programme determined in Annex 1 hereto.
	5. The Service Provider shall provide the Training for no fewer than 7 (seven) successive business days. The Training course shall be conducted within a single session, i.e. the training course cannot be split into multiple phases, in accordance with the mutually approved Training schedule for each Training day and the Training programme. The duration of a single Training course shall be at least 56 (fifty-six) clock hours, including participant registration and breaks. One clock hour is 60 (sixty) minutes.
	6. The Service Provider shall provide the Participants of the Training Course with lectures of a high quality.
	7. The Training programme shall include case studies and practical tasks, the share of which in Training classes shall be at least 75% (seventy-five percent) of the Training duration.
	8. The number of study hours per Training day is between 6 (six) and 10 (ten) clock hours pursuant to Sub-clause 3.4 of the Contract and mutually approved Training schedule for each Training day.
	9. The Service Provider shall ensure the provision of the Training at its own premises specially equipped for Training (environment suitable for practical training in the premises equipped with technical means necessary for the Training and, if necessary for the mastering of separate sections of the Training Course outside premises), as well as conduct Training classes, in compliance with the mutually agreed Training schedule for each Training day. Training venue address: . *(Will be added based on the selected tenderer’s tender).*
	10. The Service provider shall provide the Training in Latvian or English. Based on the mutually approved Training programme, the Service Provider shall provide handout materials in Latvian or English to each Participant.
	11. The Service Provider shall provide the auxiliary materials necessary for the Training (specially created or adapted equipment, devices or tools and their components) to Participants.
	12. After the end of the Training, the Service Provider shall:
		1. issue a document (certificate) for their participation in the Training to every Participant;
		2. submit to the Contracting Authority documentation attesting to the provision of the Training - Participant registration sheets, a list of documents issued to the Participants regarding participation in the Training Course containing registration numbers of the issued documents (if any) and the certificate of delivery and acceptance of the Training.
	13. The Services Provider shall draw up and the authorised persons of the Parties shall sign an acceptance certificate for the conducted Training. The Training certificate of delivery and acceptance shall contain the following data: Contract number, Contracting Authority, Service Provider, name of the Training Course, venue, time of the Training Course, Participants of the Training Course, method of implementation of the Training Course, Training Course schedule/programme that has/has not been completed within the set deadlines, delay in the execution of work in hours/days and the relevant Contract clause for application of contractual penalties, the total amount the Contracting Authority shall pay to the Service Provider. The certificate of delivery and acceptance shall be supplemented with the original or copy of the registration sheet of Participants containing information about the provided Training Courses and the list of documents issued to the Participants, including the registration numbers of said documents (if any).
	14. In the event the Contracting Authority is unsatisfied with the quality of the implemented Training Course or the Training Course(s) fails(fail) to comply with the provisions of the Contract, it shall not sign the certificate of delivery and acceptance of the implemented Training and the authorised person of the Contracting Authority specified in Sub-cause 8.1.1 of the Contract shall send electronically a justified electronic complaint to the authorised person of the Service Provider specified in Sub-clause 8.1.2 of the Contract within five (5) business days and the Parties shall resolve the dispute by means of negotiations.
	15. The Service Provider shall terminate the Training immediately after receiving an electronic Training termination notice from the Contracting Authority’s authorised person. In the event set out in this sub-clause, the authorised persons of the Parties shall sign the Training acceptance certificate for the actually conducted Training in accordance with Sub-clause 3.13 of the Contract and the Contracting Authority shall pay for the actually conducted Training.
	16. The Service Provider shall certify that it, in fulfilling obligations under the Contract, will not perform transactions (shall refrain from purchasing any goods or services) with a natural or legal person (including its member of the board or of the council, beneficial owner, authorised representative or proctor, or the person having the right to represent the legal person in the activities related to the branch, or a member of the partnership, its member of the board or of the council, beneficial owner, authorised representative or proctor, if the legal person is a partnership), to which international or national sanctions or significant sanctions determined by a Member State of the European Union or the North Atlantic Treaty Organisation, affecting the financial and capital market are applied.
	17. The Service Provider shall inform the Contracting Authority in writing within two (2) business days:
		1. about the sanctions directly or indirectly applied thereto within the meaning of the Law On International Sanctions and National Sanctions of the Republic of Latvia (including also if international or national sanctions or significant sanctions determined by a Member State of the European Union or the North Atlantic Treaty Organisation, affecting the financial and capital market, are applied to a shareholder, a member of the board or of the council, beneficial owner, authorised representative or procuration holder, or the person having the right to represent the Service Provider in the activities related to the branch, or a member of the partnership, its member of the board or of the council, beneficial owner, authorised representative or procuration holder, if the Service Provider is a partnership);
		2. if shareholders, members of the board and of the council, beneficial owners, persons with the right of representation or procuration holders, or persons authorised to represent

the Service Provider in activities related to a branch, or members of partnerships, members of their board or council, beneficial owners, persons with the right of representation or procuration holders, if the Service Provider is a partnership, change and information regarding the person referred to in this Sub-clause is not published on the open data website of the Register of Enterprises [https://info.ur.gov.lv/tf/data-search](https://info.ur.gov.lv/%23/data-search).

* + 1. if, during the validity of the Contract, any of the conditions arising from Article 5.k(1) in the Council Regulation (EU) No. 833/2014 of 31 July 2014 occurs in relation to the Service Provider.

# Liability of the Parties

* 1. The Parties shall be liable for any breach or inadequate fulfilment of the Contract conditions as stipulated in the Contract and statutory regulations of the Republic of Latvia.
	2. For any violation of the Training schedule approved in accordance with Sub-clause 3.4 of the Contract, the Service Provider shall pay the Contracting Authority a penalty of EUR 100.00 (one hundred *euro* 00 cents) for each incident.
	3. If the Contracting Authority fails to pay the Service Provider within the period stipulated in Sub-clause 2.4 of the Contract, the Contracting Authority shall pay the Service Provider a penalty of 0.1% (one tenth of per cent) of the outstanding amount exclusive of VAT for each day of delay. Any penalty calculated pursuant to this sub-clause of the Contract in each individual instance cannot exceed 10% (ten per cent) of the outstanding amount exclusive of VAT.
	4. For any breach of the Training programme approved in accordance with Sub-clause  3.4 of the Contract, the Service Provider shall pay the Contracting Authority a penalty of EUR 300.00 (three hundred euro 00 cents) for each incident.
	5. For any breach of the confidentiality conditions stipulated in Clause  6 of the Contract, the Service Provider shall pay the Contracting Authority a penalty of EUR 1,000.00 (one thousand *euro* 00 cents) for each incident.
	6. Payment of penalties shall not relieve the Parties from their other contractual obligations.
	7. The Parties shall compensate or any direct or indirect losses incurred by the other Party, if such losses has occurred as the result of any illegal activity and the illegal activity causing the losses, the fact of losses, the amount of losses and causal relationship between the illegal activity and the losses incurred have been established and proven.
	8. For the breach of the provisions provided for in the Contract, the Contracting Authority shall calculate a contractual penalty and invoice the Service Provider. The Contracting Authority, when invoicing the contractual penalty, shall offer the Service Provider to provide an answer within 1 (one) month regarding its choice – to include the contractual penalty in the next amount payable by the Contracting Authority (offset) or to pay it within the following deadlines, not exceeding the term of validity of the Contract:
		1. within one month, when the contractual penalty does not exceed EUR 1,000 (one thousand euro);
		2. within 3 (three) months, when the contractual penalty is from EUR 1,001 (one thousand one euro), but does not exceed EUR 5,000 (five thousand euros).
	9. If the Service Provider chooses to eliminate the contractual penalty by offsetting, then the Service Provider, when issuing the next invoice for the provided service, shall state the total amount of the service, the deducted contractual penalty amount, including the Contracting Authority's contractual penalty invoice and shall deduct the contractual penalty amount from the total payable amount. If the next amount payable by the Contracting Authority is less than the calculated contractual penalty, then the said penalty shall be eliminated from the subsequent amounts payable by the Contracting Authority.
	10. If the Service Provider chooses to pay the contractual penalty and the amount of the contractual penalty exceeds EUR 1,001 (one thousand and one euro), then the Service Provider may request the payment of the contractual penalty to be made in instalments. In this case, the Parties shall enter into an agreement on the payment schedule of the contractual penalty, and the total period of payment of the contractual penalty cannot exceed the term of the validity of this Contract.

# Period of Validity of the Contract

* 1. The Contract shall take effect on the last date of the affixed secure electronic signature and its time stamp.
	2. The Service Provider shall conduct the Training in the period from signing the Contract until
1. December 2023.
	1. The Contract shall remain in force until the complete fulfilment of the Parties’ obligations.
	2. The Parties shall have the right to unilaterally terminate the Contract by notifying the other Party thereof in writing at least thirty (30) days in advance.
	3. The Contracting Authority may terminate the Contract unilaterally:
		1. by notifying the Service Provider in writing thereof at least one (1) business day in advance, in the event international or national sanctions or significant sanctions determined by a Member State of the European Union or the North Atlantic Treaty Organisation, affecting the financial and capital market, which make the performance of the Contract impossible or significantly delay the performance of the Contract, are applied to the subjects of sanctions specified in Sub-clause 3.17 of the Contract in accordance with the Law on International Sanctions and National Sanctions of the Republic of Latvia.
		2. if, during the validity of the Contract, any of the conditions arising from Article 5.k(1) in the Council Regulation (EU) No. 833/2014 of 31 July 2014 occurs in relation to the Service Provider.

# Confidentiality

* 1. The Parties undertake, for the duration of the Contract and afterwards, not to disclose any technical, financial or other information about the other Party, which has become known and available to them in relation to the performance of the Contract, to any third parties.
	2. All the information provided by the Parties to each other during the fulfilment of the Contract shall be treated as confidential and may not be disclosed or made publicly available without the written consent of the other Party.
	3. The aforementioned information shall not be treated as confidential, if it has become publicly available in accordance with the requirements of regulatory enactments of the Republic of Latvia (included in the public reviews and reports drawn up by the administration and accounting of the Parties, etc.).

# Force Majeure

* 1. Force majeure means any unforeseeable extraordinary situation or event which is beyond the control of the Parties and has not been caused by a mistake or negligence thereof, which prevent one of the Parties from performance of its obligations under the Contract and which could not have been avoided by taking reasonable precautionary measures. For the purposes of the Contract, an event which is unavoidable and the consequences of which cannot be overcome; which could not have been foreseen at the moment of entering into the Contract; which has occurred due to a reason other than the error or actions of the Party or a person under control thereof, and which makes the fulfilment of obligations not only burdensome, but also impossible, shall be recognised as force majeure circumstances. The Parties shall be relieved from liability for full or partial non-fulfilment of obligations under the Contract if and when such non-fulfilment has been caused force majeure. For the respective Party to be relieved from the liability for defaulting on its the obligations of the Contract, it shall make every effort to overcome the obstacles for the Contract performance caused by force majeure. Force majeure circumstances shall include the following extraordinary situations and events: natural disasters, fire, flood, other acts of God, public disturbances, bankruptcies, war and military actions.
	2. Force Majeure is not deemed to be unavailability of the Service provider's teachers due to incapacity for work or other reasons as well as unavailability of the Service Provider's training premises due to a busy schedule.
	3. The Party the execution of liabilities of which is affected by the force majeure shall promptly notify the other Party in a written form within 5 (five) business days of occurrence of such conditions and the notice shall be accompanied by a confirmation, including a confirmation of said conditions and description thereof, issued by competent authorities if competent authorities are entitled to issue such document in the given case.
	4. The Parties shall be relieved from liability in accordance with Sub-clause 7.1 of the Contract only regarding the period of force majeure. If such circumstances persist for more than two (2) months following the day of receipt of the notice referred to in Sub-clause 7.3 herein, each Party shall be entitled to the unilateral termination of the Contract due to the impossibility to execute it, having notified the other Party in writing accordingly at least 15 (fifteen) days in advance.
	5. Upon occurrence of force majeure, the Contract may be terminated immediately upon a mutual agreement between the Parties.

# Other Provisions

* 1. The Parties hereby agree that the issues related to the fulfilment of the Contract shall be resolved by the following authorised persons of the Parties:
		1. on the part of the Contracting Authority:

– in matters related to the application for Training, the signing of the certificate for delivery and acceptance provided for in the Contract, as well as other activities related to the performance of the

Contract: .

* + 1. on the part of the Service Provider –
	1. The authorised persons of the Parties cannot make any amendments or additions to the Contract and annexes thereof.
	2. After the Contract has ben signed, any previous negotiations or correspondence lose their effect.
	3. If the legal status of either Party, signatories of the Parties, owners or managers of the Parties or any details, phone numbers, addresses, etc. of the Parties set out in the Contract change, the Party shall without delay, but in any event within 5 (five) business days, notify the other Party in writing. This notification shall become binding for the Party on the seventh (7th) business day following the day it has been sent. If the Party fails to fulfil the provisions of this Sub-clause, it shall be considered that the other Party has fulfilled its obligations by using the information regarding the Party as indicated herein. The conditions of this sub-clause shall also apply to the authorised persons of the Parties and their details set out in the Contract. The SRS Human Resources Management Department Director or a person substituting them in their absence can sign notifications set out in this sub-clause on behalf of the Contracting Authority.
	4. Any restructuring or change of managers of the Parties cannot be a reason for any suspension or termination of the Contract. If either Party is restructured, the Contract shall remain in effect and its conditions shall be binding for the legal successors of the Parties. The Service Provider shall notify the Contracting Authority about the occurrence of such conditions at least 1 (one) month in advance.
	5. The Parties shall settle any disputes that may arise from their performance of or in relation to the Contract through negotiations. If the Parties fail to reach an agreement, the dispute shall be settled in a court of the Republic of Latvia in accordance with statutory regulations of the Republic of Latvia.
	6. Any information about the data which one Party discloses to the other Party shall be confidential and it or its content cannot be disclosed to any third party or used for any other purpose without a written consent of the other Party.
	7. The Parties shall agree on any amendments to the Contract in writing, except for the case stipulated in Sub-clause 8.4 of the Contract. Any amendments to the Contract shall be its integral part.
	8. The Contract and Annexes thereto have been drawn up in Latvian and English on (\_) pages, Annex 1 thereto on \_\_ ( ) pages, and Annex 2 on \_\_ (\_ ), and they form is integral part of Contract.

The Contract is drawn up as an electronic document in Latvian and is signed with a secure electronic signature.

# Details of the Parties

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| **Contracting Authority:**State Revenue ServiceTalejas iela 1, Riga, LV-1978, Latvia Reg.No.: 90000069281Tel.: +371 67122689Payment details:Valsts KaseCode: TRELLV22Account No: LV26TREL2130056037000 | **Service Provider:**Registration No.:Payment details: Code:Account No: |
| Director General  |   |

THE DOCUMENT IS SIGNED ELECTRONICALLY

WITH A SECURE ELECTRONIC SIGNATURE AND CONTAINS A TIME STAMP

Annex 1 to the Contract No. FM VID 2023/130

**TRAINING PROGRAMME**

**Training Course in Covert Installation of Equipment in the Vehicles**

Duration – at least 56 (fifty-six) clock hours\*, training duration 7 subsequent business days.

The difficulty of the Training Course should be adapted to participants with a basic knowledge of opening a vehicle and covert installation of equipment. The Training programme should provide the participants with both theoretical and practical knowledge required to open vehicles (using various techniques) and carry out covert installation of equipment.

The Training Course shall include the following topics:

1. Basic principles of operation of transponders, basic principles of radio frequency signalling operation;
2. Vehicle security (alarm) system components and identifying them;
3. Vehicle Manufacturer's Identification Number (VIN) as a source of information in preparation for covert entry;
4. Mechanical manipulation techniques to ensure entry into the vehicle and allow to make a functioning key for vehicle doors and ignition;
5. Intrusion in the operation of the engine electronic system module (ECU) and other systems with the aim of interrupting the functionality of the immobilizer and/or alarm system;
6. Learning the functionality and practical application of the "SilentKey" device (mandatory practice sessions included);
7. NoKey Advance - learning the functionality and practical application of the PKE system;
8. Covert installation of special equipment (small audio/video equipment) in a vehicle - main aspects, principles, and technical solutions.

\* — Including the participant registration and breaks. One clock hour is 60 (sixty) minutes.

1. Pre-conditions for tenderers:
	* The tenderer must have experience in conducting similar training in the previous 3 years.

# Signatures of the Parties:

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| **Contracting Authority:**Director General of the State Revenue Service  | **Service Provider:** |

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WITH A SECURE ELECTRONIC SIGNATURE AND CONTAINS A TIME STAMP

Annex 2 to the Contract No. FM VID 2023/130

# Price of the Training

The **State Revenue Service**, represented by its Director General acting by virtue of the Law On the State Revenue Service, hereinafter referred to as the Contracting Authority, on the one part, and

 , represented by acting by virtue of , hereinafter referred to as the Service Provider, on the other part, hereinafter also jointly referred to as the Parties, severally - as the Party, based on the results of procurement

No. FM VID 2023/130 Training Course in Covert Installation of Equipment in the Vehicles, agree on the following Training price:

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| --- | --- |
| **Training course** | **Price per 1 (one) training group (4 persons in a group),****EUR (excl. VAT)** |
| Course in Covert Installation of Equipment in the Vehicles |  |

*(Will be added based on the selected tenderer’s tender).*

# Signatures of the Parties:

|  |  |
| --- | --- |
| **Contracting Authority:**Director General of the State Revenue Service  | **Service Provider:** |

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WITH A SECURE ELECTRONIC SIGNATURE AND CONTAINS A TIME STAMP