# Contract No. FM VID 2023/209

**“Delivery of Vehicle Price Catalogues”**

Riga, Date of signing of the document
is the day of its electronic signature

**The State Revenue Service**, taxpayer reg. No. 90000069281, represented by the Acting Deputy Director General thereof Antra Gremzde acting pursuant to Power of Attorney No. 492 of 4 September 2023 “On the authorisation of A.Gremzde” (hereinafter referred to as the ‘Contracting Authority’), of the one part, and

 , uniform registration No. , represented by the Member of the Board thereof acting pursuant to (hereinafter referred to as the ‘Contractor’), of the other part, both jointly referred to as the ‘Parties’ and each individually as the ‘Party’, based on the results of Procurement No. FM VID 2023/209 “Delivery of Vehicle Price Catalogues” organised by the Contracting Authority, entered into the following contract (hereinafter referred to as the ‘Contract’):

# Subject of the Contract

* 1. The Contracting Authority shall order and the Contractor shall deliver vehicle price catalogues (hereinafter referred to as the ‘Catalogues’) in due time in accordance with the terms and conditions hereof and annexes hereto.
	2. For the purposes of this Contract, the Catalogues shall mean the vehicle price catalogues, with summarised information about sales prices of cars imported from third countries in Latvia, and a separate catalogue showing information about vehicles imported from the United Kingdom.
	3. Prices of the Catalogues are provided in Annex 1 “Financial Tender”.

# Contract Amount and Settlement Procedure

* 1. The total amount of the Contract shall be **EUR** ( euro and cents), excluding the value added tax (hereinafter referred to as ‘VAT’). VAT shall be calculated and paid in addition in accordance with the laws and regulations in force in the Republic of Latvia. *To be supplemented in compliance with the financial tender of the Contractor.*
	2. The prices provided in Annex 1 hereto shall include all costs related to the value of the Catalogues and the delivery of monthly Catalogues in the form and to the place specified by the Contracting Authority, taxes (excluding VAT), duties, obtaining the necessary permits from third parties, and other costs related to the timely and high-quality performance of the Contract.
	3. The Contractor shall send an invoice issued for the Catalogues delivered in the previous month by the 5th day of the next month to the e-mail address FP.lietvediba@vid.gov.lv. The Contracting Authority shall pay the monthly fee for the delivered Catalogues according to the prices specified in Annex 1 hereto within twenty (20) business days from the invoice receipt day by remitting the payment to the current account indicated by the Contractor.
	4. To prevent the early termination of the Contract and the risk of failure to duly fulfil the Contract, with the Parties agreeing in writing, the prices specified in Annex 1 hereto shall be subject to revision, if necessary, by increasing the total amount of the Contract, observing the following conditions (all the conditions shall be met):
		1. no sooner than in one (1) year following the date the Contract enters into force;
		2. no more often than once in twelve (12) months (within a year of the signed Contract);
		3. proposing no later than within three (3) months after the end of the current year of validity of the Contract;
		4. if the increase in consumer price changes published by the Central Statistical Bureau within twelve (12) months against the previous twelve (12) months (%), counting from the date of entry into force of the Contract, exceeds five (5) percent;
		5. for the difference between consumer price changes and the 5% threshold.

# Catalogue Compliance Requirements and Delivery Procedure

* 1. Once a month, but no later than three (3) business days prior to the first day of the next month, the Contractor shall send the Catalogues to the e-mail address MP.lietvediba@vid.gov.lv.
	2. The first delivery of the Catalogues shall be no later than by 29 January 2024. The last delivery of the Catalogues shall be no later than by 22 December 2026.
	3. The Catalogues shall be submitted in Latvian or English in the Excel table format.
	4. The Catalogues shall include at least the following information: year of manufacture, brand, model, engine volume, fuel type, number of doors and price, for the following vehicles: cars, commercial vehicles, trucks, buses, motorcycles, vans, tractors, campers, trailers, etc.
	5. When required, a person authorised by the Contractor shall provide consultations via e-mail to the SRS National Customs Board staff on the value of vehicles not included in the Catalogues or unclear/missing information about the vehicles included in the Catalogues. The Contractor shall provide consultations within forty-eight (48) hours after receiving an e-mail letter from the SRS National Customs Board, sending a reply to the SRS employee who sent the consultation request e-mail.

# Liability of the Parties

* 1. The Contractor shall be responsible for the compliance of the Catalogues to the requirements set froth in Clause 3 hereof and in laws and regulations in force in the Republic of Latvia. The Contractor shall indemnify to the Contracting Authority or its employees for any loss incurred through not observing the requirements of laws and regulations by the Contractor.
	2. The Contracting Authority shall have the right to demand the Contractor pay a contractual penalty of EUR 100.00 (one hundred euros and 00 cents) for each case of disclosure of information specified in Sub-clause 7.1 hereof.
	3. In the event the Contracting Authority delays the payment deadline, the Contracting Authority shall pay a contractual penalty to the Contractor at 0.1% (one tenth of one percent) from the non-paid amount excluding VAT for each day of the delay, but not exceeding 10% (ten percent) from the delayed payment amount excluding VAT.
	4. In the event the Contractor does not observe the terms specified in Sub-clauses 3.1 or 3.2 hereof, the Contractor shall pay the Contracting Authority a contractual penalty of EUR 10 (ten euros) for each day of the delay, but not exceeding in total 10% (ten percent) of the Contract amount excluding VAT.
	5. The Parties shall be obliged to compensate losses caused to the other Party if such are caused due to the illegal action (activity or failure to act) of the Party, based on malicious intent or gross negligence, and if the fact of losses and their extent, as well as the causal link between the illegal activity (activity or failure to act) and the losses is found and reasonably proven with documents.
	6. Payment of the contractual penalty shall not relieve the Parties from the execution of their contractual obligations and the responsibility to compensate losses.
	7. For the breach of the provisions provided for herein by the Contractor, the Contracting Authority shall calculate a contractual penalty and issue an invoice. The Contracting Authority, when sending an invoice for the contractual penalty, shall offer the Contractor to provide a reply within one (1) 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 (1) month, where the contractual penalty does not exceed EUR 1,000 (one thousand euros);
		2. within three (3) months, where the contractual penalty is from EUR 1,001 (one thousand and one euros), but does not exceed EUR 5,000 (five thousand euros).
	8. The Contractor, in replying to the Contracting Authority’s letter specified in Sub-clause 4.7 hereof, shall inform about its choice — to include in the next amount payable by the Contracting Authority (offset) or to pay it within the deadline specified by the Contracting Authority.
	9. If the Contractor, in replying to the Contracting Authority’s letter specified in Sub-clause 4.7 hereof, chooses to extinguish the contractual penalty by offsetting, then the Contractor, 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 extinguished from the subsequent amounts payable by the Contracting Authority.
	10. If the Contractor, in replying to the Contracting Authority’s letter specified in Sub-clause 4.7 hereof, chooses to pay the contractual penalty and the amount of the contractual penalty exceeds EUR 1,001 (one thousand and one euros), then the Contractor 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.
	11. The Contractor shall certify that it, in fulfilling obligations hereunder, will not perform transactions (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 procuration holder, or the person authorised 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 procuration holder, 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.
	12. The Contractor shall inform the Contracting Authority in writing within two (2) business days about the directly or indirectly applied sanctions 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 member of the board or of the council, beneficial owner, authorised representative or procuration holder, or the person having the right to represent the Contractor 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 Contractor is a partnership).

# Period of Validity of the Contract

* 1. The Contract shall come into effect on the date the last secure electronic signature and its time stamp are added.
	2. The Contract shall be valid until the complete fulfilment of the Parties’ obligations. The Contractor shall deliver the Catalogues within twenty-four (24) months, delivering the first Catalogue by 29 January 2024 and the last one — by 22 December 2026, the consultation provision period — until 31 January 2027.
	3. The Parties shall have the right to terminate the Contract unilaterally by notifying the other Party in writing at least thirty (30) days in advance.
	4. The Customer shall have the right to terminate the Contract unilaterally with a written notice in the following cases:
		1. if the Contractor is declared insolvent;
		2. if competent state or local government institutions have established violations of laws and regulations in the business activities of the Contractor and have suspended its operation.
	5. The Contracting Authority shall have the right to terminate the Contract unilaterally by notifying the Contractor in writing thereof at least one (1) business day in advance, if:
		1. in accordance with the Law On International Sanctions and National Sanctions of the Republic of Latvia,

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 4.12 hereof;

* + 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.

# Force Majeure

* 1. 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 discharged from liability for complete or partial default on obligations if and when such default has occurred due to force majeure.
	2. Unavailability of the Contractor’s specialists due to their incapacity or other reasons shall not be regarded as force majeure.
	3. The Party the execution of liabilities of which is affected by the force majeure shall promptly notify the other Party in writing within ten (10) business days following the occurrence of such circumstances 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 6.1 hereof only with regard to the period of force majeure circumstances. If these circumstances persist for more than two (2) months following the day of receipt of the notice referred to in Sub-clause 6.3 hereof, each Party shall have the right to terminate the Contract unilaterally due to the impossibility of executing it.
	5. Upon occurrence of force majeure circumstances, the Contract may be terminated immediately upon a mutual agreement between the Parties.

# Confidentiality

* 1. The Contractor undertakes not to disclose to third parties any technical, financial or other information regarding the Contracting Authority obtained and held in relation to the performance of the Contract, as well as information in relation to the Catalogues delivered to the Contracting Authority, during the entire period of validity of the Contract, as well as upon its completion. All the information provided by the Contracting Authority to the Contractor in relation to the performance of the Contract, as well as during its performance, shall be treated as non-disclosable and may not be disclosed or publicised without the written consent of the Contracting Authority.
	2. The aforementioned information shall not be treated as non-disclosable, if it has become publicly available in accordance with the requirements of laws and regulations of the Republic of Latvia (included in public reviews and reports drawn up by the administration and accounting of the Contractor, etc.).
	3. Illegal disclosure of information within the framework of the Contract shall be understood by the Parties as its disclosure orally, in writing, electronically or any other technical way, its copying, duplication, copying on data carriers, distribution, selling, giving, renting, exchanging, transforming, correcting and handing to third parties or other similar activities with the non-disclosable information.

# Miscellaneous

* 1. In the event of changing the legal status of either of the Parties, the signature rights of officials of the Parties, the owners or managers of the Parties or any details, phone numbers, e-mail addresses, addresses and other such information of the Parties referred to herein, the respective Party shall notify the other Party thereof in writing, by sending a letter, without delay, but no later than within five (5) business days. Such a notification shall become binding for the other Party on the eighth (8th) 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 referred to in this Sub-clause shall apply also to the authorised persons of the Parties and their details referred to herein. A letter concerning changes to the authorised persons of the Contracting Authority or their data shall be signed by the Director of the Strategic Management Affairs and Public Relations Department of the State Revenue Service or by a person substituting him/her.
	2. A restructuring of the Parties or change of managers thereof shall not justify the 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 Contractor shall notify the Contracting Authority of the occurrence of such circumstances thirty (30) days in advance.
	3. The Parties shall agree upon amendments and supplements to the Contract in writing, except for the cases of information change referred to in Sub-clause 8.1 hereof. Written agreements shall be attached to the Contract and they shall become the integral parts of the Contract. The Parties shall have the right to introduce the following significant amendments to the Contract: to amend the prices specified in Annex 1 hereto, in accordance with Sub-clause 2.4 hereof, if the necessity of such amendments is justified by objective, grounded circumstances beyond the control of the Parties, as well as for the purposes of eliminating errors.
	4. The Parties have agreed that any dispute arising from the Contract shall be resolved by way of negotiations. In the event an agreement cannot be reached, the dispute shall be resolved in a court of the Republic of Latvia pursuant to the procedures laid down in applicable laws and regulations.
	5. Issues not stipulated herein shall be resolved by the Parties in accordance with the laws and regulations in force in the Republic of Latvia.
	6. The Parties have agreed that the following authorised persons of the Parties shall be assigned for the performance of the Contract:
		1. on the part of the Contracting Authority for matters related to the performance of the Contract — Ineta Bernāne, phone +371 67122621, e-mail address: Ineta.Bernane@vid.gov.lv; Sandija Kirkila, phone +371 67122640, e-mail address: Sandija.Kirkila@vid.gov.lv; Head of the Department for Application of Customs Tariffs and Charges of the National Customs Board Inga Siliņa, phone +371 67120986, e-mail address: Inga.Silina@vid.gov.lv; and the Head of the Customs Value Unit of the Department for Application of Customs Tariffs and Charges of the National Customs Board Marta Kannele, phone +371 67121014, e-mail address: Marta.Kannele@vid.gov.lv.
		2. on the part of the Contractor:
	7. All mutual correspondence of the Parties with respect to the Contract in an electronic or printed electronic correspondence (paper) format may be used as evidence if necessary. The Parties shall use e-mail in correspondence between the Contracting Authority and the Contractor (their authorised persons referred to in Sub-clause 8.6 hereof) (including sending of applications, orders, claims, withdrawals, etc.) relating to the performance of the Contract. E-mail correspondence shall be binding for the Parties only when sent from the e-mail addresses indicated in Sub-clause 8.6 hereof. When replying electronically to the other Party’s e-mail, the REPLY menu shall be used, retaining the original text received in the reply. The time of sending shall be specified on the printout of the email report of the Contracting Authority regarding the delivered email (delivery to the addressee’s server) (for an e-mail, time shall be recorded and stored in an electronic format as well), which shall become an integral part of the Contract; which can be used by either of the Parties as a proof for sending the relevant e-mail letter if necessary; and based on which, fine sanctions may be applied to the Contractor for failure to comply with deadlines specified herein, as well as for failure to fulfil tasks.
	8. Neither of the Parties shall be entitled to transfer its rights related to the Contract or arising therefrom to a third party without the written consent of the other Party.
	9. The Contract has been drawn up in Latvian on pages, its Annex 1 has been drawn up on one (1) page, 2. The Contract has been drawn up in the electronic form and is signed with a secure electronic signature.

# Details and Signatures of the Parties

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| --- | --- |
| **Contracting Authority:**State Revenue Serviceaddress: Talejas 1, Riga, LV-1978, taxpayer ID: 90000069281Phone: +371 67122689*Details for settlements:*State TreasuryCode: TRELLV22Account No. LV26TREL2130056037000 | **Contractor:** |
| Act. Deputy Director General Antra Gremzde |  |

THE DOCUMENT IS SIGNED ELECTRONICALLY

WITH A SECURE ELECTRONIC SIGNATURE AND CONTAINS A TIME STAMP

Annex 1

to Contract No. FM VID 2023/209

# Financial Tender

**The State Revenue Service**, taxpayer reg. No. 90000069281, represented by the Acting Deputy Director General thereof Antra Gremzde acting pursuant to Power of Attorney No. 492 of 4 September 2023 “On the authorisation of A.Gremzde” (hereinafter referred to as the ‘Contracting Authority’), of the one part, and

 , uniform registration No. , represented by the Member of the Board thereof acting pursuant to (hereinafter referred to as the ‘Contractor’), of the other part, both jointly referred to as the ‘Parties’ and each individually as the ‘Party’, based on the results of Procurement No. FM VID 2023/209 “Delivery of Vehicle Price Catalogues” organised by the Contracting Authority, agree on the following financial tender:

|  |  |  |  |
| --- | --- | --- | --- |
| **Catalogue name** | **Price per month, EUR (excl. VAT)** | **Number of units** | **Amount, EUR (excl. VAT)** |
| 1. Catalogue providing information about sales prices in Latvia for vehicles imported from third countries |  | 24 |  |
| 2. Catalogue providing information about sales prices in Latvia for vehicles imported from the United Kingdom |  | 24 |  |

*This Annex will be supplemented with data from the Tender submitted by the winning Tenderer.*

# Signatures of the Parties:

|  |  |
| --- | --- |
| Contracting AuthorityAct. Deputy Director General Antra Gremzde | Contractor |

THE DOCUMENT IS SIGNED ELECTRONICALLY WITH A SECURE ELECTRONIC SIGNATURE AND CONTAINS A TIME STAMP