**TENDERER'S Tender**

**For the procurement arranged by the State Revenue Service
“Delivery of dog carriage cages”**

**Procurement identification No. FM VID 2024/158**

Tenderer , Registration No. , by signing

the Tenderer's tender,

* confirms that the Tenderer will ensure the execution of the procurement “Delivery of dog carriage cages”, ID No. FM VID 2024/158 with the mandatory (minimum) technical requirements and prices specified in the financial proposal;
* certifies that in the performance of the obligations of the procurement contract, the Tenderer 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;

* certifies that the Tenderer is not subject to the provisions of Article 5k, Clause 1 of Council Regulation (EU) No. 833/2014 of 31 July 2014,

i.e. the Tenderer (including the Tenderer's subcontractor(s)) is not:

1. a Russian national, a natural person residing in Russia or a legal person, entity or body established in Russia;
2. a legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50 % by an entity referred to in paragraph a) of this Clause;
3. a natural or legal person, entity or body acting on behalf of or under the instructions of an entity referred to in paragraphs (a) or (b), including where they account for more than 10% of the contract value, subcontractors, contractors or entities whose capacities are being relied on within the meaning of the public procurement directives.
4. TECHNICAL OFFER

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| **Pos. No.** | **Mandatory** (**minimum) requirements** | **Proposed by the Tenderer** *(the Tenderer 1 fills in**each box)* |
| **1.** | **Subject of the Procurement** |
| 1.1. | The Tenderer shall ensure the delivery of five (5) carriage cages (intended for the carriage of dogs in a car) for the needs of the State Revenue Service (hereinafter referred to as the Contracting Authority). |
| **2.** | **Technical requirements *2,3*** |
| 2.1. | **Dog carrying cage No.1,** designed for the transportation of **two** dogs. |  |
| Total number of **cages required: three (3).**Cage dimensions:- depth of not less than 930 mm and not more than 950 mm; |

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1To be completed by the Tenderer by writing the word “**CERTIFY**” or “**PROVIDE**” or “**AGREE**”, or otherwise describing their ability to ensure compliance with the requirements.

2 The Tenderer must indicate the name, brand or stock-keeping unit of the Product model and the Internet address at which information about the respective Product model can be found, or indicate the serial number of the respective Product model in the catalogue included in his offer with a description of the Product model in order to identify the Product model indicated in the catalogue.

3 The Tenderer must indicate the technical characteristics of the offered Product at such a level of detail that it is possible to verify the conformity of the tender with the requirements of the technical specification.

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| **Pos. No.** | **Mandatory** (**minimum) requirements** | **Proposed by the Tenderer (***the Tenderer fills in each box)* |
|  | - width of not less than 1010 mm and not more than 1020 mm;- height of not less than 930 mm and not more than 950 mm.*The applicant may offer an industrially manufactured product available on the market or manufacture the product in accordance with the specified parameters.* |  |
| 2.2. | **Dog carriage cage No.2,** designed for the transportation of **one** dog. |  |
| Total number of **cages required: two (2).**Cage dimensions:* depth of not less than 930 mm and not more than 950 mm;
* width of not less than 800 mm and not more than 850 mm;
* height of not less than 930 mm and not more than 950 mm.

*The applicant may offer an industrially manufactured product available on the market or manufacture the product in accordance with the specified parameters.* |
| 2.3. | The cage shall be made of durable material, unbreakable for the animal, non-traumatizing (without sharpness). |  |
| 2.4. | The cage door shall open outwards. The cage door shall lock when closed to prevent the animal from arbitrarily escaping. |  |
| 2.5. | The side walls of the cage shall be partially or completely closed (opaque). Cage walls shall be water and disinfectant resistant. |  |
| 2.6. | The hinges of the cage structure and the lock fastenings shall be long-lasting and stable; the hinges and the position of the locks must be permanently ideal. Hinges shall provide easy twisting, stability and increased load resistance. |  |
| 2.7. | Cage No.1 designed to transport two dogs shall have a partition - a separating wall. |  |
| 2.8. | *Image is for information only* |  |
| **3.** | **Product delivery terms** |
| 3.1. | The delivered Product must comply with the requirements of the binding regulatory enactments in force in the Republic of Latvia. |  |
| 3.2. | The Contractor shall, at the Contractor’s own expense, ensure timely delivery of the Product to the place of delivery specified in Sub-Clause 3.3 of this Table, and the delivered Product must be of high-quality, new and safe for use. The Product must be packaged in accordance with the Product manufacturer's packing instructions and must not pose a threat to the health of persons and animals (dogs). |  |
| 3.3. | Product delivery place: State Revenue Service, 1 Talejas street, Riga. During the Contracting Authority's working hours: Monday to Thursday, 8:15 a.m. to 16:00 p.m., Friday - 8:15 a.m. to 15:00 p.m., at the place specified by the Contracting Authority. |  |
| 3.4. | Delivery time: Within ninety (90) calendar days from the date of the Contract’s entry into force. |  |
| 3.5. | Delivery of goods is considered to have been carried out on the day of mutual signing of the consignment note and acceptance certificate. |  |
| **Pos. No.** | **Mandatory** (**minimum) requirements** | **Proposed by the Tenderer (***the Tenderer fills in each box)* |
| 3.6. | 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. |  |
| 3.7. | If the received Product does not comply with the conditions of the Product Delivery Contract and its annexes or with the requirements of the binding regulatory enactments in force in the Republic of Latvia (requirements to quality, etc.), the authorized person of the Contracting Authority shall not accept the received Product and shall not sign the acceptance certificate for the Product. |  |
| 3.8. | When delivering the Product, along with the Product, the Contracting Authority must be submitted the instructions for use of the Product and a document confirming the warranty in Latvian or English.The instructions for use must indicate: Intended use of the Product, |  |
| application and information on how the Product is to be serviced. The instructions for use must 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 must be provided in the form of a printed document. |
| 3.9. | 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 the Financial Offer, for which a written agreement on amendments to the Contract is concluded. |  |
| **4.** | **Product warranty** |
| 4.1. | 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 the requirements of the binding regulatory enactments in force in the Republic of Latvia. |  |
| 4.2. | The Contractor shall provide the delivered Product with a warranty period of at least 24 (twenty-four) months from the date of mutual signing of the consignment note.*In order to avoid the fact that an unreasonably long warranty period is offered, the maximum period offered by the Tenderer shall be forty-eight (48) months.* | *The Tenderer shall indicate the specific warranty period offered (in months):* |
| 4.3. | If during the warranty period defects or damages in the Product are revealed that have not occurred through the fault of the Contracting Authority (the Contracting Authority has complied with the requirements for the use of the Product), the authorized person of the Contracting Authority draws up a motivated claim and sends it to the authorized person of the Contractor to the e-mail address within two (2) working days from the date of detection of the defects or damages. |  |
| 4.4. | During the warranty period of the Product, the Contractor shall eliminate the defects and damages of the delivered Product (its parts) at no additional cost at the Contractor’s own expense, or (if necessary) by exchanging it for a new Product that complies with the requirements of the Contract and its annexes within fifteen (15) |  |

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| **Pos. No.** | **Mandatory** (**minimum) requirements** | **Proposed by the Tenderer (***the Tenderer fills in each box)* |
|  | working days from the date of sending the claim of the Contracting Authority’s authorized person. |  |
| 4.5. | The terms of the Contract warranty apply to the elimination of defects, damages or exchange of the Product performed an unlimited number of times during the warranty period. |  |
| **5.** | **Product price** |
| 5.1. | The price of the Product 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 value added tax, fees, costs related to the provision of a guarantee, costs of exchange of poor-quality, damaged and/or non-conforming Product (if necessary), costs for obtaining the necessary permits from third parties and others with timely delivery of the Product and costs associated with quality performance. |  |
| **6.** | **Payment terms** |
| 6.1. | The Contracting Authority shall pay for the delivery of high-quality Product corresponding to the Order within thirty (30) days from the date of mutual signing of the invoice, by transferring the payment to the current account in a bank specified by the Tenderer. |  |
| 6.2. | The total contract amount planned for the delivery of the product is EUR 3500.00 (three thousand five hundred euros and 00 cents) without VAT.The Commission draws attention to the fact that the total amount of the contract cannot exceed EUR 3800.00 (three thousand eight hundred euros and 00 cents) without VAT. |  |
| 6.3. | The Contracting Authority is not obliged to use the entire contract amount specified in the Contract when ordering the Product in accordance with the procedure specified in the Contract. |  |
| **7.** | **Responsibility of the Parties** |
| 7.1. | If the Tenderer fails to comply with the deadline for delivery of the Product specified in Sub-Clause 3.4 of the Technical Proposal, the Contracting Authority shall require the Tenderer 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; |  |
| 7.2. | 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 3.4 of the Technical Proposal until the day when the Tenderer 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 shall mutually sign the consignment note for the Product. In the case referred to in Sub-Clause 3.8 of the Technical Proposal, 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. |  |
| 7.3. | If the Tenderer refuses to deliver the Product after the conclusion of the Contract, the Contracting Authority shall require the Tenderer to pay a contractual penalty in the amount of EUR 300 (three hundred *euros*). |  |
| 7.4. | If the Tenderer fails to comply with the deadline for elimination of defects of the Product specified in Sub-Clause 4.4 of the Technical Proposal during the warranty period of the Product specified in Sub-Clause 4.2 of the Technical Proposal, the Contracting Authority shall require the Tenderer to pay a contractual penalty of one tenth of a percent (0.1%) |  |

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| **Pos. No.** | **Mandatory** (**minimum) requirements** | **Proposed by the Tenderer (***the Tenderer fills in each box)* |
|  | of the Product’s value for which defects have been found, excluding VAT, for each day of delay, but not more than ten per cent (10%) of the Product’s value for which the defects have been found, excluding VAT; |  |
| 7.5. | If the Contracting Authority fails to pay for the Product delivered and accepted by the Contracting Authority within the term specified in Sub-Clause 6.1 of the Technical Proposal, the Tenderer 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 may not exceed ten percent (10%) of the amount of late payment without VAT. |  |
| 7.6. | For failure to comply with the confidentiality conditions specified in Clause 8.1 of the Technical Proposal, the Contracting Authority shall require the Tenderer to pay a contractual penalty in the amount of EUR 100.00 (one hundred euros and 00 cents) for each such case. |  |
| 7.7. | 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. |  |
| 7.8. | 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. |  |
| 7.9. | Payment of the contractual penalty shall not exempt the Parties from fulfilment of other obligations of the Contract. |  |
| **8.** | **Non-disclosure** |
| 8.1. | For the entire period of the Tenderer’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 Customer to the Tenderer 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 Customer. |  |
| 8.2. | 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. |  |
| 8.3. | 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, |  |

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| **Pos. No.** | **Mandatory** (**minimum) requirements** | **Proposed by the Tenderer (***the Tenderer fills in each box)* |
|  | distributed, sold, gifted, leased, modified, changed, corrected, transferred to third parties, or any other similar actions are performed with undisclosed information. |  |
| **9.** | **Duration of the Contract** |
| 9.1. | The Contract shall enter into effect on the date of its mutual signing. The Contract shall remain in force until the Parties have fully performed their contractual obligations. |  |
| 9.2. | 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: |  |
| 9.3. | The Contracting Authority shall have the right to unilaterally terminate the Contract by notifying the Tenderer in writing at least one (1) working day in advance:- 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 referred to in Sub-Clause 2.5 of Clause 2 “Information to be Independently Obtained by the Commission” of the Tenderer's tender, due to which it is impossible to perform the Contract or the performance of the Contract is significantly delayed;- if the Tenderer is subject to Clause 1 Section 5k of Council Regulation (EU) No. 833/2014 of 31 July 2014. |  |
| 9.4. | Notwithstanding the termination of the Contract, except in the cases specified in Sub-paragraph 9.3 of Clause 1 “Technical Proposal” of the Tenderer's tender, the Tenderer shall ensure timely and high-quality fulfilment of the warranty conditions specified in the Contract for the delivered Product. |  |
| **10.** | **Suitability of the Tenderer to Pursue the Professional Activity** |
| 10.1. | The Tenderer is a merchant registered in the Commercial Register of the Enterprise of the Republic of Latvia.*The information will be verified in the registers kept by the Register of Enterprises of the Republic of Latvia.* |
| 10.2. | The Tenderer is a natural person who is registered as a performer of business activity and is registered with the SRS as a taxpayer.*The information will be verified in a publicly available database of the State Revenue Service.* |
| 10.3. | The Tenderer (natural or legal person) is a person registered or permanently residing in a foreign country.**Together with the tender**, the **Tenderer must submit** a document (original or certified copy) issued by the competent authority of the relevant state, **certifying** that the Tenderer is registered in accordance with the requirements of the laws and regulations of the relevant country, as well as the Tenderer is not an offshore legal person or an association of persons or indicates a publicly available register where the Contracting Authority could verify the fact of registration of the Tenderer without additional payment, attaching a translation of the information attesting to the fulfilment of the specified requirement. |
| 10.4. | **Together with the tender**, the Tenderer registered in a foreign country **must submit a list (information)** of the Tenderer's members, members of the board or council, beneficial owner, person entitled to represent or attorney-in-fact, or a person authorized to represent the Tenderer in activities related to the branch, or a member of the partnership, |

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| **Pos. No.** | **Mandatory** (**minimum) requirements** | **Proposed by the Tenderer (***the Tenderer fills in each box)* |
|  | a member of its board of directors or council, a beneficial owner, a person entitled to represent or attorney-in-fact, if the Tenderer is a partnership. |

1. INFORMATION OBTAINED INDEPENDENTLY BY THE COMMISSION
	1. The Commission obtains information from the publicly available database of the State Revenue Service (hereinafter referred to as the SRS) on whether the Tenderer who should be awarded the Procurement Contract on the day when the decision on the possible award of the Contract is taken does not have tax (fee) debts administered by the SRS in Latvia, which in total exceed EUR 150 (one hundred and fifty *euros*).
	2. If the Tenderer has tax (fee) debts administered by the SRS on the day when the decision on the possible award of the Contract is taken, which in total exceeds EUR 150 (one hundred and fifty *euros*), the Commission shall ask to submit a printout from the SRS electronic declaration system within three (3) working days on the fact that the Tenderer has no tax debts in Latvia as at the day when the decision on the possible award of the Contract is taken, totaling more than EUR 150 (one hundred and fifty *euros*).

If the printout is not submitted within the time period specified in Sub-Clause 2.2, the Tenderer shall be excluded from participation in the procurement.

* 1. The Commission shall ask the Tenderer registered or permanently resident in a foreign country who should be awarded the Procurement Contract to submit a certificate within three (3) working days stating that the Tenderer has no tax debts in Latvia in the total amount exceeding EUR 150 (one hundred and fifty *euros*) as at the day when the decision on the possible award of the Contract is taken, and that there are no tax debts in the country where it is registered or in which it has its permanent residence, in accordance with the regulatory enactments of the relevant foreign country.
	2. In the event that the Tenderer registered in a foreign country to whom the Contract should be awarded does not submit along with the list of tenders (information) referred to in Sub-Clause 10.4 of Table 1, then the Commission shall request to submit the necessary information for the performance of the examination referred to in Sub-Clause 2.3 within three (3) working days.
	3. The Commission shall examine, in relation to the Tenderer to whom the Contract should be awarded, whether, in respect of that Tenderer, its member, a member of the board of directors or of the council, the beneficial owner, the person entitled to represent or the attorney-in-fact, or the person authorized to represent the Tenderer in activities relating to the branch, or a member of a partnership, a member of its board of directors or council, the beneficial owner, the person entitled to represent or the attorney-in-fact, if the applicant is a partnership, the sanctions specified in the first Section of Clause 111 of the Law on International Sanctions and National Sanctions of the Republic of Latvia, which affect the performance of the Contract, have been determined. If the sanctions specified in the first Section of Clause 111 of the Law on International Sanctions and National Sanctions of the Republic of Latvia have been determined in relation to the Tenderer or any of the abovementioned persons, which will hinder the performance of the Contract, the Tenderer shall be excluded from participation in the procedure for awarding the Contract.
	4. The Commission shall obtain the information referred to in Sub-Clause 2.5 from the Enterprise Register of the Republic of Latvia by checking the sanction search links. If information about the persons referred to in Sub-Clause 2.5 is not published on the site, the Tenderer must submit it:
		1. together with the tender, or
		2. within three (3) working days from the date of dispatch of the Commission's request.
	5. The Contracting Authority shall accept and recognize certificates and other documents issued by the competent authorities of Latvia in the cases if they were issued not earlier than one month prior to the date of submission, and the Contracting Authority shall accept and recognize certificates and other documents issued by competent authorities of foreign countries

if they were issued not earlier than six months prior to the date of submission, unless the issuer of the certificate or document has specified a shorter period of validity.

1. SELECTION OF TENDER AND TENDER SELECTION CRITERIA
	1. The Commission shall recognize the Tenderer as the winner of the procurement if the Tenderer’s tender meets the requirements specified in the invitation to tender and if the Tenderer’s tender **price is the lowest**.
	2. In the event that two (2) or more tenderers offer the same lowest price of the financial proposal, the contract shall be awarded to the tenderer who indicates a higher guarantee period in Clause 4.2 of the Technical Proposal.
	3. After taking the decision, the Commission will contact only the tenderer who will be declared the winner of the procurement, and will publish information about the decision taken on the SRS website in the procurement notice.
2. FINANCIAL PROPOSAL

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| **Pos. No.** | **Subject of the Procurement** | **Price per 1 (one) unit, EUR (excl. VAT)** | **Quantity** | **Total price EUR (excluding VAT)** |
| 1. | Dog carriage cageNo. 1 |  | 3 |  |
| 2. | Dog carriage cageNo. 2 |  | 2 |  |
| **Total, EUR, excl. VAT:** |  |

Conditions for submitting a financial proposal:

1. The Tenderer may not submit more than one variant of a tender.
2. Prices must be quoted in *euros* (EUR) excluding VAT to no more than *two* (2) decimal places.
3. The price indicated in the financial offer submitted by the Tenderer in total EUR (excluding VAT) will constitute the total purchase price in EUR (excluding VAT) and will be used to determine the tender with the lowest price.
4. CONDITIONS FOR THE SUBMISSION OF TENDERS
	1. **The tender may be submitted by the Tenderer before 27 June 2024, 10 a.m., by sending the tender to the following e-mail address:** **Sarmite.Zincenko@vid.gov.lv.**
	2. The Tenderer may amend or supplement the submitted tender only before expiry of the time period for submission of the tender.
	3. The Tenderer is not entitled to modify its tender after the deadline for submission of the tender.
	4. It is necessary to submit the tender in **electronic format using a secure electronic signature.**
	5. The tender must be protected using encryption. For instructions, see Annex 1.
	6. **On 27 June 2024, 10 a.m. to 11 a.m., The Tenderer shall email to:** **Sarmite.Zincenko@vid.gov.lv** **a password (code) for opening the encrypted tender.**
	7. The tender that has not been submitted in the prescribed manner or that has been submitted in unencrypted form and/or to which a password has not been sent within the time period specified in Clause 5.6 of this Section shall not be considered by the Contracting Authority.
	8. After sending the tender, we ask the Tenderer to make sure that a reply is received confirming the receipt of the tender.

**Name of the Tenderer:**

Registration No.:

Registered and business address:

Contact person:

Phone:

E-mail address and e-Address:

Bank details:

Tenderer's authorized person (name, surname)

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

**Annex 1**

**Tender encryption**

Instruction:

1. Press the right mouse button once on the file name;
2. 7-Zip (*if such a name does not appear, then it is necessary to download the required software -* [*https://www.7-zip.org/*)](https://www.7-zip.org/);
3. Put in the archive;
4. Enter your password;
5. Good;
6. The encrypted file is signed with a secure electronic signature - [https://www.eparaksts.lv/lv/.](https://www.eparaksts.lv/lv/)





Created encrypted tender (yellow folder).

Tender

Tender