**Contract No. FM VID 2025/168**

**“Delivery of Vehicle Price Catalogues”**

Riga, Document signing date is the date of its electronic signature.

**State Revenue Service**, taxpayer registration No. 90000069281, represented by its Deputy General Director \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the Contracting Authority), on the one hand, and

**\_\_\_\_\_\_\_\_\_\_**, unified registration No. \_\_\_\_\_\_\_\_\_\_\_, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_, acting under the Articles of Association (hereinafter referred to as the Contractor), on the other hand, both collectively hereinafter also referred to as the Parties, and individually as the Party, based on the results of procurement No. FM VID 2025/168 “Delivery of Vehicle Price Catalogues” arranged by the Contracting Authority, concluded the following contract (hereinafter referred to as the Contract):

1. **Subject of the Contract**
	1. The Contracting Authority places an order and the Contractor undertakes to deliver the timely supply of the vehicle price catalogues (hereinafter referred to as the Catalogues) in accordance with the terms of the Contract and its annexes.
	2. Catalogues in the context of this Contract - a vehicle price catalogue, containing collected information on the selling prices of cars imported from third countries to Latvia, and a separate catalogue that provides information about vehicles imported from the United Kingdom.
	3. The Catalogue prices are indicated in Annex 1 “Financial Offer” of the Contract.
2. **Contract Price and Payment Procedure**
	1. The total amount of the Contract is **EUR** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *euros and \_\_ cents*) excluding value-added tax (hereinafter referred to as VAT). VAT shall be calculated and paid additionally in accordance with regulatory enactments in force in the Republic of Latvia.
	2. The prices stated in Annex 1 of the Contract include all costs related to the cost of the Catalogue and the monthly delivery of the Catalogue in the manner and place indicated by the Contracting Authority, taxes (excluding VAT), fees, obtaining necessary permits from third parties, and other costs related to the timely and quality performance of the Contract.
	3. The Contractor shall prepare a structured electronic invoice (hereinafter referred to as the E-invoice) in accordance with the requirements of regulatory acts for the Catalogues delivered in the previous month by the 5th day of each subsequent month and send it to the Contracting Authority at the eAddress: \_EINVOICE\_VID@90000069281. The Contracting Authority shall make the monthly payment for the delivered Catalogues in accordance with the prices specified in Annex 1 to the Contract within twenty (20) working days from the date of receipt of the invoice, transferring the payment to the bank account indicated by the Contractor.
	4. In order to prevent the early termination of the Contract and the risk of improper performance of the Contract, the Parties may mutually agree in writing to revise the prices indicated in Annex 1 of the Contract, if necessary increasing the total amount of the Contract, subject to the following conditions (all conditions must be met):
		1. not earlier than one (1) year from the date of the Contract’s entry into force;
		2. no more than once (1) in a twelve (12) month period (within the year of the concluded Contract);
		3. proposing no later than three (3) months after the end of the Contract’s current year;
		4. if the increase in the consumer price changes published by the Central Statistical Bureau exceeds five (5)% over twelve (12) months compared to the previous twelve (12) months (%), counting from the date of the Contract’s entry into force;
		5. regarding the difference between changes in consumer prices and the 5% threshold.
3. **Catalogue compliance requirements and delivery procedure**
	1. The Contractor shall send the Catalogues to the email address MP.lietvediba@vid.gov.lv once a month, no later than three (3) working days before the first date of the following month.
	2. The first delivery of the catalogues - no later than 27.01.2026. The last delivery - no later than 17.12.2027.
	3. Catalogues shall be submitted in Latvian or English in Excel table format.
	4. The Catalogue must include at least the following information (release year, brand, model, engine capacity, fuel type, number of doors, price) for at least the following types of vehicles: light passenger cars, commercial vehicles, trucks, buses, motorcycles, trailers, tractors, campers, caravans, etc.
	5. If necessary, the authorized representative of the Contractor shall consult the employees of the SRS Customs Administration via email regarding the price of vehicles not included in the Catalogues or unclear/missing information about vehicles included in the Catalogues. The Contractor shall provide the consultation within forty-eight (48) hours after receiving the email from the SRS Customs Administration, sending a response to the SRS employee who sent the consultation request email.
4. **Liability of the Parties**

**4.1.** The Contractor is responsible for the compliance of the Catalogue with the requirements of Clause 3 of this Contract and the applicable regulatory acts in force in the Republic of Latvia. The Contractor shall compensate the Contracting Authority or its employees for any losses incurred due to the Contractor's failure to comply with regulatory requirements.

**4.2.** The Contracting Authority has the right to demand a penalty from the Contractor in the amount of one hundred euros and 00 cents (EUR 100.00) for each case of disclosure of information specified in Sub-clause 7.1 of the Contract.

**4.3.** If the Contracting Authority delays the payment deadline, the Contracting Authority shall pay the Contractor a penalty of one-tenth of a percent (0.1%) of the unpaid amount excluding VAT for each overdue day, but not more than ten percent (10%) of the amount of the delayed payment excluding VAT.

**4.4.** If the Contractor does not comply with the deadlines specified in Sub-clause 3.1 or 3.2, the Contractor shall pay the Contracting Authority a penalty of ten euros (EUR 10) for each day of delay, but in total no more than ten percent (10%) of the Contract amount excluding VAT.

**4.5.** The Parties undertake to compensate the other Party for losses incurred as a result of the Party's unlawful actions (actions or omissions) caused by malicious intent or gross negligence, and the fact of the loss and the amount of the loss, as well as the causal link between the unlawful act (action or omission) and the loss caused, have been established and proven by documentary evidence.

**4.6**. If any obligation specified in the Contract is not fulfilled, the contractual penalty shall be calculated for each separate case of its application for the period beginning on the calendar day/hour following the deadline for the performance of the obligation specified in the Contract and including the day/hour when the obligation was performed.

**4.7.** Payment of contractual penalties shall not release the Parties from the fulfillment of other obligations under the Contract and the obligation to compensate for losses.

**4.8**. For the Contractor’s violation of the conditions specified in the Contract, the Contracting Authority calculates a contractual penalty for the Contractor and issues an invoice. Within one (1) month after receiving the invoice for the contractual penalty, the Contractor shall inform the Contracting Authority if it wishes to include the contractual penalty in the next amount payable (by way of set-off), or pay it within one (1) month if the penalty amount does not exceed one thousand euros (EUR 1000), not exceeding the term of validity of the Contract:

**4.9.** 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.

* 1. If in response to the Contracting Authority's letter referred to in Clause 4.7, the Contractor chooses to pay the contractual penalty in the form of a payment and the amount of the contractual penalty exceeds one thousand and one euros (EUR 1001), the Contractor shall be entitled to request that the contractual penalty be divided into instalments. In such a case, the Parties shall agree on a schedule for payment of the contractual penalty, and the total term for payment of the contractual penalty may not exceed the term of the Contract.
	2. The Contractor certifies that 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 (including its 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), against whom international or national sanctions or sanctions of a Member State of the European Union or of the North Atlantic Treaty Organization affecting significant financial and capital market interests have been imposed.
	3. The Contractor shall inform the Contracting Authority in writing within two (2) working days 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 an attorney-in-fact, 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. **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. The Contractor shall deliver Catalogues within twenty-four (24) months, with the first delivery of the Catalogues to be made by 27.01.2026 and the last delivery by 17.12.2027. The consulting period shall be until 31.01.2028.
	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.
	4. The Contracting Authority has the right to terminate the Contract immediately by written notice in the following cases:
		1. If the Contractor is declared insolvent;
		2. If competent state or municipal institutions have identified violations of regulatory acts in the activities of the Contractor and have suspended its operations;
	5. The Contracting Authority has the right to unilaterally terminate the Contract by giving at least one (1) working day written notice to the Contractor, if:
		1. 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 4.12 of the Contract, due to which it is impossible to implement the Contract or the performance of the Contract is significantly delayed.
		2. if any of the conditions arising from Section 5k, Clause 1 of Council Regulation (EU) No. 833/2014 of 31 July 2014 occurs for the Service Provider during the period of validity of the Contract.

**6. 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. The unavailability of the Contractor's specialists due to incapacity for work or other reasons is not 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 6.1 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 6.3 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.
1. **Confidentiality**
	1. For the entire period of the Parties’ cooperation, as well as thereafter, the Contractor undertakes not to disclose to third parties the text of the Contract, as well as 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 Catalogues 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 specified in the regulatory enactments of the Republic of Latvia (included in public reports prepared by the Contractor’s administration and accounting, etc.).
	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. **Miscellaneous**
	1. If one of the Parties changes its legal status, the signatory rights of the Parties’ officials, owners or managers, or any of the details - telephone numbers, email addresses, physical addresses, and other similar information, 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 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 letter regarding the change of the authorized person of the Contracting Authority or their details shall be signed by the Director of the Strategic Management and Public Relations Department of the State Revenue Service or their deputy.
	2. Reorganization of the Parties or their managers shall not serve as grounds for 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. The Contractor shall notify the Contracting Authority of the occurrence of such circumstances thirty (30) days in advance.
	3. Amendments and supplements to the Contract, except for the case of the change of the information mentioned in Clause 8.1 of the Contract, shall be agreed by the Parties in writing. The written agreements shall be attached to the Contract and shall become an integral part of the Contract. The Parties may make the following substantial amendments to the Contract - amend the prices indicated in Annex 1, in accordance with Sub-clause 2.4 of the Contract, if the need for such amendments is justified by relevant and reasonable circumstances that do not depend on the will of the Parties, or in order to correct the errors.
	4. The Parties agree that any dispute arising from the Contract shall be resolved through negotiations. If no agreement is reached, the dispute shall be resolved in court in accordance with the laws and regulations in force in the Republic of Latvia.
	5. Issues not stipulated in the Contract shall be resolved by the Parties in accordance with the laws and regulations in force in the Republic of Latvia.
	6. The Parties agree that the following authorized representatives of the Parties are appointed for the performance of the Contract:

**8.6.1**. on behalf of the Contracting Authority, regarding issues related to the performance of the Contract

**8.6.2.** on behalf of the Contractor

**8.7.** All correspondence between the Parties relating to the subject matter of this Contract, whether in electronic or printed copies of electronic correspondence (in paper form), may serve as evidence if necessary. In the correspondence (including the sending of applications, orders, claims, withdrawals, etc.) between the Contracting Authority and the Contractor (their authorized persons specified in Sub-clause 8.6 of the Contract) related to the performance of the Contract, the Parties shall use email. The email message is binding on the Parties only if the message is sent from the email addresses specified in Sub-clause 8.6 of the Contract. When replying electronically to the other Party's e-mail, the "REPLY" menu shall be used, saving the received original text in the reply. The time of sending the letter 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, and, 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.

* 1. Neither of the Parties shall be entitled to transfer their rights arising from this Contract to a third party without a written consent of the other Party.
	2. The Contract and its Annex 1 are drawn up in Latvian in the form of an electronic document and signed with a secure electronic signature.
1. **Details and signatures of the Parties**

**Contracting Authority Contractor**

 State Revenue Service

THIS DOCUMENT IS ELECTRONICALLY SIGNED

WITH A SECURE ELECTRONIC SIGNATURE STAMP

Annex No. 1

to Contract No. FM VID 2025/168

**Financial Offer**

**State Revenue Service**, taxpayer registration No. 90000069281, represented by its Deputy General Director \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the Contracting Authority), on the one hand, and

**\_\_\_\_\_\_\_\_\_\_**, unified registration No. \_\_\_\_\_\_\_\_\_\_\_, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_, acting under the Articles of Association (hereinafter referred to as the Contractor), on the other hand, both collectively hereinafter also referred to as the Parties, and individually as the Party, based on the results of procurement No. FM VID 2025/168 “Delivery of Vehicle Price Catalogues” arranged by the Contracting Authority, agreed on the following financial offer:

*The Annex to the Contract shall be supplemented taking into account the submitted offer.*

**Signatures of the Parties**

**Contracting Authority Contractor**

 State Revenue Service