

APPROVED
by Decision carried
during the meeting of
the Tender Committee of
the State Revenue Service
on 21 September 2012,
Minutes No. 2

REGULATIONS
for
Tender
“Supply of Service Dogs”

(identification number: FM VID 2012/253)

Riga, 2012

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1. General information about the public procurement (henceforward referred to as „Tender”)

1.1. Tender identification number

No. FM VID 2012/253

1.2. Customer Data

The Customer is the State Revenue Service (henceforward referred to as SRS),
Common registration Number 90000069281,
address: Smilšu iela 1, Riga, LV-1978,
ph.: 67028703; fax: 67028704.

The Tender is organised by the Tender Committee (henceforward referred to as „Committee”) established by Order No. 1507 issued by the SRS on 7 September 2011.

1.3. Place, Time, and Procedure of Submission of Offers, Place, Time and Procedure of Opening of Offers

1.3.1. The interested supplier shall submit their offer in person by 11:00 on 16 October 2012 (please, call 67047294 or 67047334 in advance to book the appointment time), or by post to:

SRS Finance Department, Procurement Section
Citadeles iela 1, Room 102,
Riga, Latvia, LV-1010.

Working hours on business days: 8:30 – 12:00 and 12:30 – 17:00.

1.3.2. Offers not submitted following the established procedure or submitted after the deadline fixed for the submission of offers in Sub-clause 1.3.1 of the Tender Regulations (henceforward referred to as „Regulations”) will not be considered. The offer sent by post shall be delivered to the address specified in Sub-clause 1.3.1 of the Regulations by the deadline fixed for the submission.

1.3.3. The Bidder shall be entitled to amend or withdraw their submitted offer before the deadline fixed for the submission of offers in Sub-clause 1.3.1 of the Regulations.

1.3.4. Any offer submitted after the deadline fixed for the submission in Sub-clause 1.3.1 of the Regulations will be returned to the bidder unopened.

1.3.5. The submitted offers shall be opened during the meeting organised by the Committee after the deadline fixed for the submission of offers in Sub-clause 1.3.1 of the Regulations.

1.4. Requirements for Preparation, Arrangement/Design, and Submission of the Offer

1.4.1. The envelope

The offer shall be submitted in a closed (sealed) envelope, in 1 (one) copy. The envelope shall bear the following details:

- Offer for Tender “Supply of Service Dogs” („Darba suņu piegāde”) (tender identification number: FM VID 2012/253)
- Name, registration number, address (registered and actual), and telephone number of the bidder
- SRS Finance Department, Procurement Section, Citadeles iela 1, Riga, LV-1010, Latvia
- Do not open before the Opening Meeting!

1.4.2. The Offer

All materials included in the offer submitted for the Tender shall be bound or tied together so that the documents cannot be separated, and the title page contain the following details:

- Offer for Tender “Supply of Service Dogs” („Darba suņu piegāde”) (tender identification number: FM VID 2012/253)
- Name, registered and office address, registration number, telephone number(s) and fax number(s) of the bidder
- The date

1.4.3. Documents to be included in the offer:

1.4.3.1. The application for participation in the Tender signed by the bidder (according to Annex 1 to the Regulations);

1.4.3.2. Bidder screening documents (documents mentioned in Clause 3 of the Regulations, or copies thereof)

1.4.3.3. The technical offer signed by the bidder (according to Annex 2 to the Regulations)

1.4.3.4. The financial offer signed by the bidder (according to Annex 3 to the Regulations)

1.4.4. If the bidder submits derivatives (copies) of documents, each copy of the document shall be correctly prepared and certified as established in Cabinet Regulation No. 916 “Preparation and Execution of Documents” of 28 September 2010.

1.4.4.1. A copy of a document shall be produced by copying the original document or obtaining a facsimile image of the original document, including all graphical and other details of the original, in any other manner.

1.4.4.2. Word „COPY” shall be written in upper case letters at the top right of the first page of the copy.

1.4.4.3. If the copy of the document is certified by the organisation, the text of the certification shall contain:

- Words “COPY AUTHENTIC”, written in upper case letters
- Full name of the position of the official certifying the copy of the document (including the full name of the organisation), their personal signature, and the name and surname
- The name of the place of certification
- The date of certification

1.4.5. The organisation shall be entitled to certify derivatives of documents:

1.4.5.1. Created by the organisation

1.4.5.2. Received by the organisation from other organisations or natural persons, unless permission of the author of the document is required under the provisions of the applicable regulatory acts

1.4.5.3. Provided to the organisation by natural persons

1.4.6. A natural person shall be entitled to certify authenticity of any derivatives of the document if the original document has been prepared by the same natural person.

1.4.7. Any derivative document shall have legal effect only if the original document has legal effect.

1.4.8. Unless the applicable regulatory acts establish that authenticity of the derivative document should be notarised, it can be certified not only by a notary, but also by the organisation or natural person (in the cases established in the Law on Legal Effect of Documents, Clause 6).

1.4.9. The offer shall be prepared in the Latvian language. Some documents may be submitted in a foreign language, but, in such case, they shall be accompanied by a Latvian translation, with a certification of the correctness of the translation. If not provided, the Committee shall be entitled to consider that the respective document has not been submitted.

1.4.10. If the bidder submits a translation of a document, the correctness of the translation shall be certified as established in Cabinet Regulation No. 291 “Preparation of Translations of Documents into Latvian” of 22 August 2000;

1.4.11. In all other documents included in the offer, the name of the bidder shall be legally correct, as written in the certificate of registration. If this requirement is not met, the Committee shall be entitled to consider that the document containing an incorrect (inaccurate) name of the bidder has not been submitted.

1.5. Other Information

1.5.1. The Regulations, the information about the amendments made by the Committee to the Regulations as well as the information about the questions addressed to the Committee by the suppliers and the replies provided to the suppliers by the Committee regarding the Regulations are directly available for download from the website of the SRS at www.vid.gov.lv, section “Aktualitātes” (Actual) (sub-section “Publiskie iepirkumi no 01.11.2009.” (Public Procurements from 01.11.2009) and the respective section thereof), and, by the deadline for the submission of offers in Sub-clause 1.3.1 of the Regulations, the interested bidder may receive a certified copy of the Regulations in person, free of charge, at Citadeles iela 1, Rīga, Room 111 (previous booking of appointment by calling 67047294, or receive the Regulations electronically by submitting a request to SRS Finance Department Procurement Section’s senior specialist Antra Vīmane at Antra.Vimane@vid.gov.lv, with the following to be included in the request: name of the business entity (for natural persons – the name and surname), the address, telephone and fax number, and the electronic mail address. The Regulations shall be sent electronically within 1 (one) business day of the receipt of the request. After the receipt of the Regulation electronically, the interested supplier shall reply to the SRS to confirm electronic receipt of the Regulation.

1.5.2. Additional information and contact:

1.5.2.1. During the preparation of the offer, the submitter shall be entitled to request (in writing) from the Committee additional information regarding the Regulations by addressing their queries to SRS Finance Department Procurement Section at Citadeles iela 1, Rīga, Room 111, LV-1010 or sending their queries electronically to the representative of the Committee specified in Sub-clause 1.6.1 of the Regulations.

1.5.2.2. If the interested supplier has requested additional information in time, the Committee shall provide it not later than 4 (four) days before the deadline fixed for the submission of offers specified in Sub-clause 1.3.1 of the Regulations.

1.5.2.3. The Committee shall send the requested additional information to the interested supplier who submitted the query and publish the information of SRS website at www.vid.gov.lv, section “Aktualitātes” (Actual) (Sub-section “Publiskie iepirkumi no 01.11.2009.” (Public Procurements from 01.11.2009) and the respective sections thereof).

1.5.2.4. The interested supplier shall assume full liability for retrieving the information from the SRS website at www.vid.gov.lv if the Customer has posted the information following the procedure established in Sub-clause 1.5.2.3 of the Regulations.

1.5.2.5. The contact for organisational information regarding the Tender: SRS Finance Department Procurement Section’s senior specialist Antra Vīmane (phone: 67047294; fax: 67047527, e-mail address: Antra.Vimane@vid.gov.lv).

2. Information Regarding the Subject of the Procurement

2.1. Procurement of six service dogs and, when necessary, supply for the needs of the SRS. The Supplier shall be entitled not to order and not to request to supply the quantity of dogs specified in this sub-clause.

2.1.1. The applicant shall be entitled to submit an offer for sale and supply of one, several, or six dogs for the needs of the SRS. The expected agreed price for the subject of the Tender shall be LVL 14,900.00 exclusive of the value added tax. Converted to Euro (EUR) at the exchange rate fixed by the Bank of Latvia (1 EUR = 0.702804 LVL), the price shall be EUR 21,200.79 exclusive of the VAT;

2.1.2. The dogs shall be sold and supplied not later than on 21 December 2012.

2.2. Other information regarding the subject of the Tender:

2.2.1. CPV code: 80512000-6;

2.2.2. Offered Price

The prices included in the financial offer shall include all costs related to sale and supply of the service dog(s) meeting the technical specification, i.e., the value of the service dog(s), transportation expenses, micro-chipping of the service dog(s), vaccination and issue of the vaccination certificate, collar(s) of the service dog(s) and a leash/leashes of 2 m, full guarantee, replacement of the service dog(s) with another/other service dog/dogs (incl. transportation expenses for supply of the dog being replaced and the replacement dog) in case any inherited disease is discovered, the dog(s) falls/fall ill before the delivery or do not comply with the provisions of the purchase agreement, taxes, duties and third party permits for service dog(s), customs and other payments to be made for quality performance of all obligations under the purchase agreement.

2.2.3. Place and type of supply:

On customer's request, the Supplier shall assure supply of the service dogs in one of the following manners at suppliers choice:

- by air to the Airport Customs Control Post at Ziemeļu iela 16, Mārupes novads, with the Customer to provide the transportation cages., or
- by road to Riga Freeport Customs Control Post at Uriekstes iela 16, Riga, with the Customer to provide the transportation cages.

3. Verification of the Service Dog(s) – Testing, Warranty Provisions and Procedure of Delivery/Acceptance

3.1. The dog(s) shall be verified for compliance with the technical specification, i.e., the dog(s) shall undergo testing as described in Clause 7 of the Regulations. The testing shall be performed by three members of the Tender Committee, one of whom is a certified service dog training specialist expert and referee. Inviting an expert shall also be allowed.

3.2. The Tender Committee shall provide a written notification to the bidder whose service dog(s) will be tested about the time and place of testing at least 5 (five) business days before the testing. The Tender Committee shall send the notification to the bidder by fax and by post.

3.3. The bidder or their authorised representative shall be entitled to participate in the testing of the dog(s).

3.4. The warranty provisions for the service dog(s) are included in the technical specification of the Regulations (Annex 2).

3.5. The procedure for the delivery/acceptance of the service dog(s) is established in the draft purchase agreement (Annex 3).

4. Required Bidder Screening Documents:

4.1. The foreign bidder who is announced as the/a successful bidder of the Tender shall, within 10 (ten) business days of the request issued by the Committee, submit a statement (original or copy) issued by a competent authority of the respective state to confirm that no insolvency proceedings have been instituted against the Bidder and that it is not in the process of liquidation, and a statement confirming that the Bidder has no tax arrears in the country of registration or domicile and in Latvia, including payable state social insurance payments, totalling to more than LVL 100 (one hundred Lats) in each country. *(The bidder shall be entitled to include the statements in the offer.)*

The Committee will accept and recognise such documents if they have been issued not more than 1 (one) month before the date of submission to the Committee.

If the bidder announced as the/a successful bidder of the Tender is registered with the Commercial Registry of the Registry of Enterprises of the Republic of Latvia, shall, within 10 (ten) business days of the date of request of the Committee, submit to the Committee a statement issued by a competent institution of Latvia to confirm that the bidder has no tax arrears, including payable state mandatory social insurance payments, in excess of LVL 100 (one hundred Lats) in total. *(The bidder shall be entitled to include the statement mentioned in this sub-clause in the offer.)*

The Committee shall independently verify the bidder, which is registered with the Commercial registry of the Registry of Enterprises of the Republic of Latvia, for announcement of insolvency proceedings and ongoing liquidation. *(The bidder shall be entitled to include the said statement in the offer.)*

The Committee will accept and recognise such documents if they have been issued not more than 1 (one) month before the date of submission to the Committee.

4.2. Requirement regarding the bidder's suitability for the professional activity:

For the bidder to participate in the tender, it must be registered in accordance with the requirements established in the regulatory acts of the respective state.

4.3. Document confirming the bidder's suitability for professional activities:

Bidders registered with the Commercial Registry of the Republic of Latvia should submit a copy of the certificate of registration issued by the Registry of Enterprises of the Republic of Latvia (if the bidder is a legal entity). Foreign bidders should submit a document (original or copy), issued by a competent body of the respective state, which confirms that the bidder is registered in accordance with the requirements established in the regulatory acts effective in the respective state.

For applicants registered in Latvia, it is not mandatory to include the registration certificate mentioned in this sub-clause in the offer. The Commission will independently verify if the bidder is entered into the said registry.

4.4. requirement regarding the minimum and professional skills of the bidder:

The bidder shall have experience in sale of service dogs to law enforcement bodies since year 2009.

4.5. Documents confirming the bidder's compliance with the minimum technical and professional skills:

4.5.1. Information about the bidder's experience in provision of service dog sale services; at least 2 (two) customers since year 2009 shall be specified using the following template:

No.	Customer of service dog sale service	Telephone number, electronic mail address of the customer of the service dog sale service	Time of provision of the service dog sale service

4.5.2. At least 2 (two) references regarding the quality of the provided services from different customers (state or local government bodies which use service dogs in the performance of their functions) of the service dog sale services out of those specified in the table prepared by the bidder and included in Sub-clause 4.5.1.

4.5.3. Bidder's written description regarding the experience in breeding and training of dogs.

4.6. If the offer is submitted by a general partnership or a group of entities, a confirmation signed by all involved entities regarding joint participation in the Tender shall be submitted.

4.6. The respective document specified in either Clause 4.1 or Clause 4.2 of the Regulations shall be submitted by all members of the group or general partnership as members of the group and the general partnership as the bidder.

5. Technical Offer

The bidder shall prepare the Technical Offer (henceforward referred to as „Technical Offer”) in accordance with the requirements and description included in Annex 2 of the Regulations, using the template for the technical offer.

6. Financial Offer

6.1. The bidder shall prepare the Financial Offer for the subject matter of the Tender mentioned in Sub-clause 2.1 using the form included in Annex 3 of the Regulations and include in it the offered price in consideration of the description and requirements included in Annex 2 of the Regulations.

6.2. The prices included in the Financial offer shall be provided in Lats (LVL) or Euros (EUR) using the exchange rate fixed by the Bank of Latvia (1 EUR = 0.702804 LVL) exclusive of the VAT and with not more than 2 (two) digits after the point.

7. Opening of Offers and Criteria for Selection of Offers

7.1. The Committee will perform an initial verification of the offer for compliance with the requirements included in Sub-clause 1.4 of the Regulations.

7.2. Verification of bidder's qualification

7.2.1. During the verification of bidder's qualification, the Committee will verify the submitted documents to make sure if the bidder screening documents comply with the bidder qualification requirements established in Clause 4 of the Regulations.

7.2.2. The Committee will, without further consideration, reject any bidders failing to meet the bidder qualification requirements established in the regulations.

7.3. Verification of the Technical Offer for Compliance

7.3.1. The Committee will verify the Technical Offer for compliance to evaluate the compliance of the Technical Offer with the technical specification (the requirements included in Annex 2 of the Regulations).

7.3.2. For the purposes of verification of the Technical Offer for compliance, the Committee will verify (test) each individual service dog separately.

7.3.3. To investigate the inherited and acquired features/properties of the service dog(s), the testing of the service dog(s) will include finding out the level of the instincts (the hunting instinct) of the service dog(s), the

type and stability of the nervous system (dog's behaviour in the environment around it, dog's attitude towards people and animals).

7.3.4. The bidder shall provide the necessary indoor and outdoor conditions for the testing. For the indoor testing: industrial premises with tiled floor and at least five tables, a dark basement, metal stairs with grid-type (transparent) steps (minimum height 3 m). For the outdoor testing: a plank0way (foot-bridge) and a meadow or forest.

7.3.5. The testing will be documented and filmed. Service dog testing protocols will be filled in during the testing (the forms included in Annex 4 and Annex 5 of the Regulations). The assessment will be on a 6-point scale with "6" being the highest and "1" being the lowest score. The assessment will be performed and noted for each item of the protocol. The test will be successfully passed of the total score is at least "4.40, with the result being rounded to two digits after the point".

7.3.6. After the testing, the bidder shall be entitled to see the dog testing protocols. The Committee will not evaluate further any dogs who do not pass the testing successfully.

7.4. Criteria for selection of the bid and their numeric values.

7.4.1. The Tender Committee will choose the economically most favourable offer which complies with the requirements established in the Regulations and the technical specification, out of all offered service dogs and out of all bidders.

7.4.2. When assessing each service dog of each bidder, the Committee will consider its price exclusive of the value added tax.

7.4.3. Criteria for selection of the economically most favourable bid and their numeric values.

Criteria	Maximum numeric value
Price of each service dog (excl. of VAT)	20
Test results	80
Maximum possible total score	100

7.4.4. The final score for each service dog offered by the bider shall be calculated according to the following formula:

$$P = \left(\frac{\sum K}{\max \sum K} \times 80 \right) + \left(\frac{C_{zc}}{C_{pc}} \times 20 \right)$$

where

P- the numeric evaluation of the offer submitted by the bidder;

ΣK – the total of the referee's scores for each criterion;

$\max \Sigma K$ – the maximum total of referee's scores for each criterion among all service dogs offered by the bidders;

C_{zc} – the lowest offered price among all service dogs ofered by all bidders;

C_{pc} – the offered price to be assessed.

7.4.5. The economically most favourable offer for each service dog will be the offer receiving the highest final score using the formula included in Sub-clause 7.4.4 of the Regulations.

8. Draft Purchase Agreement

8.1. The Customer will sign the purchase agreement for the subject matter of the Tender mentioned in Sub-clause 2.1 of the Regulations with the selected bidder(s) based on its/their submitted Offer and the provisions of the Regulations.

8.2. The Customer will effect the payment for the service dog(s) within 30 (thorxy) days of the date of mutual signing of the statement on delivery and acceptance, the Agreement, and the invoice, by a bank transfer to the bank account specified by the Supplier.

Application for participation in
State Revenue Service
Tender
“Supply of Service Dogs ”

_____, _____ 2012
Place

_____, reg. no. _____,
Applicant registration number or ID

VAT-payer number (if the bidder is a VAT-payer)

bidder's bank details

represented by its _____
name and surname of the manager or authorised person*

(identity number _____), hereby:

- applies for participation in State Revenue Service's tender “Supply of Service Dogs”, ID No. FM VID 2012/253 (henceforward referred to as „Tender”);
- accepts the conditions for the Tender;
- undertakes to comply with the conditions of the Purchase Agreement mentioned in the Tender Regulations in case of being announced as a/the successful bidder;
- confirms that none of the conditions mentioned in the Law on Public Procurements, Clause 8.¹, Part 5, Paragraphs 1 and 2 apply to the bidder;
- insolvency proceedings have been announced against the bidder (except when insolvency proceedings imply debt restructuring or another type of set of measures targeted at avoiding potential bankruptcy of the debtor or assuring its solvency), business has been suspended or terminated, judicial proceedings have been initiated against it, or it will be liquidated by the expected deadline for the fulfilment of the agreement;
- the bidder has tax arrears (including payable mandatory state social insurance payments) exceeding LVL 100 in total in Latvia or the country of its domicile (if not registered or permanently residing in Latvia).
- confirms that all data included in the offer are true and accurate.

Name, surname of the bidder Position _____ /Signature/

address, telephone (fax) numbers and other details of the bidder

*The bidder should be specified if its is a legal entity

Technical Offer

We/I, _____
underline as appropriate (name, reg. no. or name, surname and identity number of the bidder)
offer to provide service dog(s) for the needs of the SRS in accordance with the mandatory requirements
established in the Regulations for SRS Tender “Supply of Service Dogs”, ID No. FM VID 2012/253 and the
following technical offer:

Table 1

A Requirements describing the service dogs		
Requirements describing the ability of the service dog(s) to perform certain functions	Minimum level of the requirement, standards	Offer
1. Service dog breeds	Alsation (German Sheppard), Belgian Shepherd, Labrador, or mixes of these breeds	
2. Marked hunting instinct	The hunting instinct is marked	
	High level of desire for toy, the interest is stable	
	Able to play actively and search for the motivating item for a long time	
3. Positive or neutral attitude towards the environment around	Good contact with strangers, positive attitude	
	In no way aggressive or afraid	
4. Stable and balanced nervous system	Active, but at the same time balanced and stable, controllable	
5. Self-confidence in a strange environment	Self-confident, independent, able to adapt to new situations quickly, brave	
6. Good physical condition	Physically well developed, able to tolerate physical activity for prolonged periods	
7. Indifference to noises	Shows no fear or aggression towards shooting	
8. Age of service dog(s)	10- 24 months	
9. Clinically examined by a veterinary and without health issues	Verified for hip and elbow dysplasia, with the result being not lower than B, Degree 1. Documentation for x-ray examinations (images with standard reading) shall be provided for the day of signing of the purchase agreement	
	Documentation for x-ray examination of the spinal cord shall be submitted for the date of delivery and acceptance of the service dog	
	Vaccinated against rabies (according to the regulatory acts, animals imported from any other European Union member state must be vaccinated at least 21 days in advance in case the animal has received vaccination for the first time in its life and also if the vaccination schedule (one a year) has not been followed. If vaccination is performed within the due	

A Requirements describing the service dogs		
Requirements describing the ability of the service dog(s) to perform certain functions	Minimum level of the requirement, standards	Offer
	<p>timeline, i.e. once a year (under the provisions of the Law on Veterinary Medicine, Clause 59, Paragraph 14), then the vaccination against rabies shall be valide from the date or re-vaccination)</p> <p>Vaccinated against <i>Febris catarrhalis infectiosa canum</i>, parvovirus, hepatitis infection, parainfluenza, leptospirosis</p>	

EU Pet Passport shall be submitted for the date of delivery and acceptance of the service dog, with notes for vaccination against rabies, *Febris catarrhalis infectiosa canum*, parvovirus, hepatitis infection, parainfluenza, leptospirosis

As on the date of delivery and acceptance of the service dog, it has a micro-chip which complies with Standard ISO 11784 or 11785

A statement issued by a veterinary for the condition of health of the service dog shall be submitted for the date of delivery and acceptance of the service dog

Table 2

B Additional requirements		
Requirements	Mandatory (minimum) requirements	Offer
<p>1. Accessories</p> <p>2. Warranty</p>	<p>Collar and 2 m leash.</p> <p>The supplier shall assure replacement of the dog(s) with a dog/dogs that meet the requirements established by the supplier and cover the expenses occurring with regard to any such replacement if:</p> <p>1) the service dog(s) falls/fall ill or die within 5 business days of the receipt and a veterinary issues a statement to confirm that the dog(s) have had the infection before the delivery;</p> <p>2) within 60 days, inherited diseases are discovered which make it difficult or impossible to train the service dog(s) further or to use it as a service dog, or, pathologies have occurred prior to the delivery (hip and elbow joint dysplasia C, D, E, spinal cord pathologies, cardiac disease);</p> <p>3) it is detected within 60 days that the service dog(s) do not comply with the requirements established in the technical specification</p>	

Name, surname of bidder

Position*

/Signature/

* Bidder fills in if a legal entity

Financial Offer

We/ I _____

(underline) (name, reg. no. of the bidder or name, surname, identity number of the bidder)

offer _____* service dog(s) for the needs of the SRS in accordance with the requirements included in the Regulations for SRS Tender “Supply of Service Dogs”, ID No. FM VID 2012/253.

	Price in LVL/EUR**	Transportation expenses in LVL/EUR***
1 (one) service dog		

_____ Position****
bidder

_____ surname of the
/Signature/

* The bidder shall specify the number of service dogs offered and complying with the requirements included in the Regulations for SRS Tender “Supply of Service Dogs”, ID No. FM VID 2012/253.

** The bidder may specify the price in LVL or EUR

*** supply of service dog by air to Airpirt Customs Control |Post at Ziemeļu iela 16, Mārupes novads or by road to Riga Freeport Customs Control Post at Uriekstes iela 16, Riga, with the Customer to provide the transportation cages.

**** The bidder to fill in if a legal entity.

Service Dog Indoor and Outdoor testing Protocol

Name of the service dog _____

Bidder _____

Place _____ Date _____

Attitude towards people _____
 Attitude towards vehicles _____
 Attitude towards other dogs _____
 Attitude towards shooting _____

Indoor and Outdoor Testing

1	2	3	4	5
No.	Type of Testing	Coefficient	Score	Notes
1.	Slippery floor			
2.	Metallic sound			
3.	Table exercise			
4.	Plank-way			
5.	Stairs			
6.	Carrying exercise			
7.	Basement stairs			
8.	Dark room	x 5		
9.	Self-confidence	x 5		
Total score:			: 17	=

Committee members:

1. Scoring referee _____/_____
2. _____/_____
3. _____/_____

Service Dog Testing Protocol for Determination of the Hunting Instinct

Name of the service dog _____

Bidder _____

Place _____ Date _____

Determination of the Hunting Instinct

No.	Type of Testing	Coefficient	Score	Notes
1.	Chasing			
2.	Picking up			
3.	Hunting instinct	x 3		
4.	Searching	x 2		
5.	Blocked object	x 2		
Total:			: 9	=

Acceptance of various materials:

Glass _____

Wood _____

Leather _____

Metal _____

Plastic _____

___ service dog valid

___ service dog not valid

Committee members:

1. Scoring referee _____/_____

2. _____/_____

3. _____/_____

**Agreement No. FM VID 2012/253
Supply of Service Dogs**

Riga,

_____, 2012

_____, (reg. no. _____ or identity number _____, VAT-payer code (if the bidder is a VAT-payer) _____ (to be specified in accordance with the offer submitted by the bidder), represented by its _____ under the provisions of the _____, (henceforward referred to as “Supplier”), and

State Revenue Service, represented by its authorised representative _____ under Power of Attorney No. _____ issued on _____, (henceforward referred to as “Customer”), both jointly referred to as “Parties”, but severally referred to as “Party”, based on the results of Tender “Supply of Service Dogs”, Tender Identification Number FM VID 2012/253, have entered into the below public procurement agreement (henceforward referred to as “Agreement”).

1. SUBJECT OF THE AGREEMENT

1.1. The Customer orders and the Supplier undertakes to assure to the Customer quality and timely sale of _____ service dogs in accordance with the requirements established in Annex 1 to the Agreement and, if required by the Customer, delivery of the same, including provision of guarantees, under the provisions of the Agreement and its annexes, which shall be integral parts of the Agreement. The Supplier shall sell and the Customer shall buy _____ service dog(s) for the price(s) specified in Annex 2 of the Agreement. The Supplier shall deliver _____ (to be updated, in accordance with Customer’s needs) service dog(s) for the service dog delivery price(s) specified in Annex 2 of the Agreement.

1.2. The service dogs shall be transferred into possession of the Customer on the date of signing of the statement on delivery and acceptance (according to the template in Annex 3 to the Agreement), but into its ownership on the date when the Customer has paid the full purchase and delivery (in case the Supplier is to deliver the service dogs(s)) price for the service dog(s) specified in Annex 2 to the Agreement. The statement on delivery and acceptance shall become an integral part of the Agreement. The authorised person of the Customer will not sign the statement on delivery and acceptance if the Supplier does not submit all the documents to be submitted along with the service dog(s) as specified in Clause 2 of the sample statement on delivery and acceptance mentioned in Annex 3 to the Agreement (pedigree documents, to be submitted only if available).

1.3. The special properties/features of the service dog(s) shall be specified in the statement on delivery and acceptance.

2. AGREED PRICE AND PROCEDURE OF PAYMENT

2.1. The total agreed amount for the purchase and delivery of the service dog(s) mentioned in Sub-clause 1.1 of the Agreement shall be LVL/EUR (the respective currency shall be specified in accordance with the offer submitted by the bidder. In case the agreed amount is specified in EUR, the agreement shall be supplemented with a note regarding the total agreed amount in LVL using the exchange rate fixed by the Bank of Latvia (1 EUR=0.702804 Ls)) _____. The Customer shall pay the value added tax (henceforward referred to as “VAT”) into the budget (if the Supplier is a VAT-payer not registered in the Republic of Latvia) under the provisions of the regulatory acts effective in the Republic of Latvia. The purchase and delivery prices for the service dog(s) shall be specified in Annex 2 to the Agreement.

The prices for the service dogs shall include the following: value of the service dogs, transportation expenses, microchipping of the service dog, vaccination and issue of the vaccination record, collar of

the service dog and leash of 2 m (2 metres long), full guarantee, replacement of the service dog (including transportation expenses for the service dog to be replaced and the replacement dog) with another service dog in case of discovery of any inherited diseases or non-compliance with the requirements established in Annex 1 to the Agreement or in case the dog has fallen ill before the delivery to the Customer, the taxes applicable to the service dog (except VAT), duties and third party permits, customs and other payments necessary for full and quality execution of the agreement.

2.3. The Customer will effect the payment for the service dog(s) within 30 (thirty) days of the date of mutual signing of the statement on delivery and acceptance, the Agreement, and the invoice, by a bank transfer to the bank account specified by the Supplier.

3. CONDITIONS FOR DELIVERY AND ACCEPTANCE OF THE SERVICE DOG(S)

3.1. The Supplier shall deliver the service dog(s) immediately after the date of signatures to the Agreement and the statement on delivery and acceptance in accordance with the template included in Annex 3 to the Agreement.

3.2. For the acceptance of the service dog(s) and their re-testing (under the provisions of Sub-clause of the Agreement), the Customer authorises _____.

4. QUALITY AND GUARANTEE

4.1. The Supplier shall guarantee that the service dog complies with the requirements established in the Regulations for Tender “Supply of Service Dogs”, public procurement ID No. FM VID 2012/253, and Annex 1 to the Agreement.

4.2. If the Customer, within 60 (sixty) days of the date of signatures to the statement on delivery and acceptance, detects any inherited disease in the service dog or any pathology acquired before the sale (hip or elbow joint dysplasia C,D,E, spinal cord pathology, cardiac condition), this is certified in writing by a certified veterinary, and this makes training of the service dog and further use for the needs of the Customer impossible or difficult, the Customer shall, within 5 (five) business days send a written claim to the Supplier, accompanied by the statement issued by the veterinary.

4.3. If the Customer, within 60 (sixty) days of the signatures to the statement on delivery and acceptance, discovers that the service dog does not in any aspect comply with the requirements established in Clauses 1 - 6 of Annex 1 to the Agreement and such non-compliance make training or further use of the service dog for the needs of the Customer difficult or impossible, the Customer shall, within 5 (five) business days, submit a written claim to the Supplier.

4.4. If, within 5 (five) business days of the delivery of the service dog, it falls ill or dies and a veterinary confirms that the service dog has had an infection before the delivery to the Customer, the Customer shall, within 5 (five) business days, send a written claim to the Supplier, accompanied by the statement issued by the veterinary.

4.5. In case any of the facts mentioned in Sub-clauses 4.2, 4.3 or 4.4 of the Agreement are discovered, the Supplier shall (after receipt of a written claim from the Customer), within 3 (three) months, replace the service dog with an equivalent service dog that meets the requirements established in the Agreement and the Regulations for Tender “Supply of Service Dogs” (Tender ID no. FM VID 2012/253). In the case stipulated in Clause 4.2 as well as in Clause 4.4 of the Agreement, the Supplier shall cover the full amount of the expenses for the transportation of the service dog to be replaced and the replacement service dog. If the dog cannot be replaced, the Supplier shall return the price for the respective service dog (as specified in Annex 2 to the Agreement) and the expenses for the transportation of the service dog to the Supplier’s (also in case transportation of the service dog to the Supplier’s is provided by the Customer). The Customer shall not make any additional payments if the value of the replacement service dog exceeds that of the service dog being replaced. A service dog shall be replaced maximum twice.

4.6. To determine if the replacement service dog complies with the provisions of the Agreement, the Customer shall perform testing of the service dog:

4.6.1. In cases specified in Clauses 4.2 and 4.4, the testing shall be performed at the location specified by the Customer

by Customer’s authorised persons (specified in Sub-clause 3.2 of the Agreement), and an expert may be invited, too;

4.6.2. In the case mentioned in Sub-clause 4.3 of the Agreement, the testing shall be performed at the Supplier's, at the location of the service dog, by Customer's authorised persons (specified in Sub-clause 3.2 of the Agreement), and an expert may be invited, too.

5. OBLIGATIONS AND LIABILITY OF THE PARTIES

5.1. The Supplier shall be liable for compliance of the service dog with the requirements established by the Customer (Annex 1 to the Agreement).

5.2. The Customer shall be entitled to require, from the Supplier, a forfeit for failure to respect the deadline fixed in Sub-clause 4.5 of the Agreement in the amount of 0.1% (zero point one percent) of the value of the service dog being replaced per each day overdue, but not more than 100 % (one hundred percent of the value of the service dog being replaced).

5.3. The Customer shall pay for the service dog(s) within the timelines and following the procedures fixed/established in the Agreement. If the Customer fails to duly effect the payment for the completed delivery of the service dog(s), the Supplier shall be entitled to demand, from the Customer, a forfeit of 0.1 % (zero point one percent) of the value of the accepted and unpaid service dog for each day overdue, but not exceeding 100 % (one hundred percent) of the value of the accepted and unpaid service dog.

5.4. The Customer shall accept the Supplier's service dog(s) under the provisions of the Agreement within 1 (one) business day of the date of mutual signing of the Agreement (the delivery of the service dogs(s) is assured by the Customer) or within 1 (one) business day of the delivery of the respective service dog(s) by air to Airport Customs Control Post at Ziemeļu iela 16, Mārupes novads or by road to Riga Freeport Customs Control Post at Uriekstes iela, Riga Freeport Terminal (the delivery of the service dog(s) is provided by the Supplier at Customer's request).

5.5. The Parties shall reimburse the other party for the direct or indirect losses incurred due to unlawful activities or due to lack of activity by the Party in cases where the fact of losses and the amount of the losses as well as the causal relationship between the respective activities or lack of activity and the incurred losses have been proven.

5.6. The Parties shall be mutually liable for honest and timely fulfilment of the provisions of the Agreement.

5.7. Payment of any forfeit under the Agreement shall not release the parties from final fulfilment of their obligations. The amount of the forfeit shall not be included in the reimbursement for the losses.

6. AMENDMENTS TO AND TERMINATION OF THE AGREEMENT

6.1. The Agreement shall be supplemented, amended (save increase of the prices specified in Annex 2 to the Agreement) or terminated by way of mutual agreement between the Parties. Any and all changes or additions to the Agreement, save the case mentioned in Sub-clause 6.2 of the Agreement, shall be prepared in writing and become integral parts of the Agreement.

6.2. In case of change of the legal status of either of the Parties hereto, rights of their officials to sign for them, change of their owners or managers, or any of the details, telephone, fax numbers, addresses, of any other details of the Parties mentioned in the Agreement, the respective party shall immediately, but not later than 5 (five) business days notify any such changes to the other Party in writing, in a letter. Such notification shall become binding on the other Party on the 7th (seventh) business day of the date of sending. If the Party defaults on the provisions of this sub-clause, it shall be deemed that the other Party has fulfilled all of its obligations by using the details of the other Party available in the Agreement. The provisions of this sub-clause also apply to the authorised persons of the parties mentioned in their Agreement and their details.

6.3. The Agreement shall be terminated by way of a written agreement between the Parties or unilaterally if either of the Parties fails to fulfil its contractual obligations, by submitting a due notice to the other Party 10 (ten) business days in advance.

7. ARBITRATION PROCEDURES

Any and all cases of disagreement or disputes shall be handled by way of mutual negotiations, which shall be duly recorded. Should the Parties fail to reach an agreement within 30 (thirty) days, the

dispute shall be arbitrated in the court of the Republic of Latvia in accordance with the regulatory acts effective in the Republic of Latvia.

8. FORCE MAJEURE

8.1. The Parties shall be released from their liability for complete or partial non-fulfilment of their obligations under the Agreement if such non-fulfilment occurs due to force majeure or extraordinary circumstances after the signing of the Agreement which the Parties could not have anticipated or avoided. Force majeure or extraordinary circumstances shall include: acts of God, accidents, disasters, epidemics, wars, strikes, internal unrest, blockades, activities of governmental institutions and authorities, implementation of regulatory acts which significantly restrict and impact the Parties' rights and affect their undertaken obligations. If the force majeure circumstances or the extraordinary circumstances last for more than 25 (twenty-five) calendar days, the Parties shall agree on extension or termination of the Agreement.

8.2. The Party referring to the effects of any force majeure or extraordinary circumstances shall, immediately, but within not more than 3 (three) business days of the onset of the force majeure, notify the other Party about such circumstances in writing. The notification shall contain information about when, in its opinion, the contractual obligations might be fulfilled, and, if requested, such notification shall be accompanied by a statement issued by a competent authority, with such statement to contain a confirmation about the effects of the respective conditions and their description.

9. OTHER PROVISIONS

9.1. This Agreement shall be binding upon the Customer and the Supplier as well as any third parties lawfully taking over their rights and obligations.

9.2. The Agreement shall come into effect on the date of the signatures and remain valid until fulfilment of the mutual obligations of the Parties.

9.3. The division of the provisions of the Agreement into sections under their respective headings is provided for convenience only and shall in no way be used for any interpretation of the Agreement.

9.4. The Agreement has been prepared in the Latvian language (*in case the agreement is signed with a business entity registered outside the Republic of Latvia, the agreement shall be supplemented with text about the English language*), in 2 (two) counterparts on __ (_____) sheets each, with the counterparts having equal legal effect. The Customer and the Supplier shall receive one of the counterparts each.

9.5. In case of any dispute, the text in the Latvian language shall prevail.

9.6. The Parties confirm that they have the necessary permits and authorisations to sign the Agreement.

9.7. The Parties have appointed the following contacts for handling any issues regarding this Agreement:

9.7.1. For the Customer: _____;

9.7.2. for the Supplier: _____.

9.8. The following are integral parts of the Agreement:

9.8.1. Requirements for the Service Dog(s) on __ sheets (Annex 1);

9.8.2. Purchase and Delivery Price of the Service Dog(s) on ____ sheets (Annex 2);

9.8.3. Sample Statement on Delivery and Acceptance on ____ sheets (Annex 3).

10. DETAILS OF THE PARTIES

Supplier:

Customer:

State Revenue Service
Smilšu iela 1, Riga, LV – 1978
Registration No.: 90000069281
Payment details:
State Treasury
Code: TREL22
Account No.: LV26TREL2130056037000



Requirements for the Service Dog

_____, represented by its _____ under the provisions of the _____ (henceforward referred to as “Supplier”), and State Revenue Service, represented by its authorised representative _____ under Power of Attorney No. _____ issued on _____, (henceforward referred to as “Customer”), both jointly referred to as “Parties”, but severally referred to as “Party”, based on the results of Tender “Supply of Service Dogs”, Tender Identification Number FM VID 2012/253, have agreed on the following requirements for the service dog(s):

Requirements describing the service dog	
Requirements describing the ability of the service dog(s) to perform certain functions	Required Level
1. Breed of service dog	<i>(to be provided based on the offer submitted by the bidder)</i>
2. Marked hunting instinct	The hunting instinct is marked
	High level of desire for toy, the interest is stable
	Able to play actively and search for the motivating item for a long time
3. Positive or neutral attitude towards the environment around	Good contact with strangers, positive attitude
	In no way aggressive or afraid
4. Stable and balanced nervous system	Active, but at the same time balanced and stable, controllable
5. Self-confidence in a strange environment	Self-confident, independent, able to adapt to new situations quickly, brave
6. Good physical condition	Physically well developed, able to tolerate physical activity for prolonged periods
7. Indifference to noises	Shows no fear or aggression towards shooting
8. Age of service dog(s)	<i>(to be provided based on the offer submitted by the bidder)</i>
9. Clinically examined by a veterinary and without health issues	Verified for hip and elbow dysplasia, with the result being not lower than B, Degree 1. Documentation for x-ray examinations (images with standard reading) shall be provided for the day of signing of the purchase agreement
	Documentation for x-ray examination of the spinal cord shall be submitted for the date of delivery and acceptance of the service dog
	Vaccinated against rabies (according to the regulatory acts, animals imported from any other European Union member state must be vaccinated at least 21 days in advance in case the animal has received vaccination for the first time in its life and also if the vaccination schedule (one a year) has not been followed. If vaccination is performed within the due timeline, i.e. once a year (under the provisions of the Law on Veterinary

	Medicine, Clause 59, Paragraph 14), then the vaccination against rabies shall be valid from the date or re-vaccination)
	Vaccinated against <i>Febris catarrhalis infectiosa canum</i> , parvovirus, hepatitis infection, parainfluenza, leptospirosis
	EU Pet Passport shall be submitted for the date of delivery and acceptance of the service dog, with notes for vaccination against rabies, <i>Febris catarrhalis infectiosa canum</i> , parvovirus, hepatitis infection, parainfluenza, leptospirosis
	As on the date of delivery and acceptance of the service dog, it has a micro-chip which complies with Standard ISO 11784 or 11785
	A statement issued by a veterinary for the condition of health of the service dog shall be submitted for the date of delivery and acceptance of the service dog
10. Additional requirements	Accessories: collar and 2 m leash.

Signatures of the Parties:**Supplier:**

Customer:

Authorised Representative

Annex 2
to Agreement FM VID 2012/253
of _____ 2012

Price(s) of the Service Dog(s)

_____, represented by its _____ under the provisions of the _____ (henceforward referred to as "Supplier"), and **State Revenue Service**, represented by its authorised representative _____ under Power of Attorney No. _____ issued on _____, (henceforward referred to as "Customer"), both jointly referred to as "Parties", but severally referred to as "Party", based on the results of Tender "Supply of Service Dogs", Tender Identification Number FM VID 2012/253, have agreed on the following prices for the service dog(s):

No. and Name	Microchip No.	Price for the service dog, LVL/EUR* excl. of VAT	Price for delivery of the service dog** LVL/EUR, excl. of VAT
1.....			
2.....			
.....			

* - the respective currency to be provided according to the financial offer submitted by the bidder

** - delivery of service dogs by air to the airport, Airport Customs Control Post at Ziemeļu iela 16, Mārupes novads or by road to Riga Freeport Customs Control Post, Uriekstes iela 16, Rīga, with the Customer to provide the transportation cages.

Signatures of the Parties:

Supplier:

Customer:

Authorised Representative

Annex 3
to Agreement FM VID 2012/253
of _____ 2012

Statement on Delivery and Acceptance Form

Statement on Delivery and Acceptance

_____,
Place _____ Date _____ 2012

_____, henceforward referred to as Supplier, represented by its _____,
name of the supplier _____ name, surname _____
under the provisions of the _____, and

State Revenue Service, henceforward referred to as "Customer", represented by its authorised representative _____ under the provisions of Power of Attorney Nr. _____ issued on _____, henceforward jointly referred to as "Parties" and severally referred to as "Party", have signed the following statement on delivery and acceptance:

In accordance with the requirements established by the Customer in the Regulations for Tender "Supply of Service Dogs" (ID No.: FM VID 2012/253), the Supplier hereby delivers and the Customer hereby accepts the following service dog:

Service dog (name, microchip number)	Breed	Gender	Date of Birth	Value, LVL/EUR * excl. of VAT

* - the respective currency to be provided according to the financial offer submitted by the bidder

- The following documents are provided with the service dog:
- veterinary's statement about the medical condition (health);
- EU "Pet Passport" with notes on vaccination – Passport No. _____;
- pedigree documents (if any) – No. _____;
- documentation for x-ray examinations for hip and elbow joint dysplasia (images with standard reading);
- documentation for x-ray examinations of the spinal cord.
- The Statement has been prepared in the Latvian language or (in case the Supplier is not a resident of the Republic of Latvia) in Latvian and English, on _____ sheets, in 2 (two) counterparts. The Supplier and the Customer have received one of the counterparts each. The Statement has been included into the Agreement and become an integral part thereof. In case of any dispute, the text in the Latvian language shall prevail.

1. 1. Signatures of the Parties:

Customer

Supplier

Authorised Person / _____ /

Signatures of the Parties:

Supplier:

Customer:

Authorised Person