Annex 3 to the

Procurement Documents

Declaration of Honour on Grounds for Exclusion

**DECLARATION OF HONOUR** **ON GROUNDS FOR EXCLUSION**

Name of the Procurement: **Translation services (written and oral) in Ukraine**

I, the undersigned \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

*(Name, surname and function of the person authorised by the supplier)*

representing the supplier, the joint venture partner(s) (if any), the subcontractor(s) (if any, used to meet the qualification requirements and to perform part of the contract),

hereby confirm that we do not satisfy any of the grounds for exclusion specified in the following table:

**GROUNDS FOR SUPPLIER EXCLUSION**

|  |  |  |
| --- | --- | --- |
| **No.** | **Grounds for excluding a supplier** | **Article of LPP, paragraph, clause and part of the ESPD form to complete** |
|  | The supplier or its responsible person referred to in Article 46(2)(2) of the LPP has been convicted of this offence:  1) participating in, organising or directing a criminal organisation;  2) bribery, influence peddling and graft;  3) fraud, embezzlement, misappropriation, false declaration concerning the activities of a legal person, use of a credit, loan or grant other than for its intended purpose or in accordance with the procedures laid down, credit fraud, misrepresentation of income, profits or assets, failure to submit a declaration, return, statement of accounts or any other document, fraudulent or fraudulent accounting or misuse of funds, where such criminal offences are committed in order to prejudice the European Union's financial interests, as referred to in Article 1 of the Convention on the protection of the European Communities' financial interests;  4) criminal bankruptcy;  5) terrorist offences and offences linked to terrorist activities;  6) money laundering;  7) trafficking in human beings, buying or selling a child;  8) an offence committed by a supplier from another country, as defined in the laws of other countries implementing the European Union legislation listed in Article 57(1) of Directive 2014/24/EU.  The supplier or the person responsible for the supplier shall be deemed to have been convicted of an offence referred to above where:  1) the supplier, who is a natural person, has been the subject of a criminal conviction handed down and finalised within the last 5 years and has an unspent or unspent criminal record;  2) the manager, other member of the management or supervisory body, or other person(s) authorised to represent or control the supplier, to take a decision on its behalf, to conclude a transaction on its behalf, or the person(s) authorised to draw up and sign the supplier's financial accounting documents, of a supplier that is a legal person, another organisation or a subdivision of such an organisation or subdivision of such an organisation, has had a conviction handed down and has been finalised in the preceding five years, and has a conviction which is unexpunged or has not been expunged or set aside;  3) the supplier, being a legal person, another organisation or a subdivision thereof, has been the subject of a conviction by a court of law or, in the case of Article 46(3) of the LPP, of a final administrative decision which has been handed down and which has entered into force in the course of the preceding 5 years, provided that such a decision is taken in accordance with the requirements of the supplier's country's legislation. | **Article 46(1) of the LPP** |
|  | The supplier has not complied with the punitive measure imposed on it - a ban on a legal entity from participating in public procurement. | **Article 46(2¹) of the LPP** |
|  | The supplier has been convicted of non-compliance with obligations relating to the payment of taxes, including social security contributions, in accordance with the requirements of the country in which the supplier is registered or of the country in which the contracting authority is located, within the meaning of Article 46(2)(1) and (3) of the LPP, or the contracting authority has other evidence of non-compliance with these obligations.  The supplier shall be deemed to have been convicted of an offence referred to above where:  1) he supplier, who is a natural person, has been the subject of a criminal conviction handed down and finalised within the last 5 years and has an unspent or unspent criminal record;  2) the supplier, being a legal person, another organisation or a structural subdivision thereof, has been the subject of a criminal conviction handed down and entered into final judgment within the last 5 years, or, in the case of Article 46(3), of a final administrative decision, if such a decision is taken in accordance with the requirements of the supplier's national law.  However, this does not apply if:  1) the supplier has an obligation to pay taxes, including social security contributions, and is therefore deemed to have already fulfilled the obligations referred to in this paragraph;  2) the amount of the arrears does not exceed €50 (fifty euros);  3) the supplier has been informed of the exact amount of its indebtedness at such a time that it has not been able, before the deadline for the submission of tenders or requests for proposals, to pay taxes, including social security contributions, to enter into a tax credit agreement or any other agreement of a similar nature for the payment of such taxes, or to take any other measures to comply with the provisions of point 1. A supplier shall not be excluded from the procurement procedure on this ground if, when requested by the contracting authority to provide relevant documents in accordance with Article 50(6) of the LPP, the supplier demonstrates that it is already deemed to have fulfilled its obligations in relation to the payment of taxes, including social security contributions. | **Article 46(3) of the LPP** |
|  | The supplier has entered into agreements with other suppliers aimed at distorting competition in the procurement and the contracting authority has conclusive evidence of this. | **Article 46(4)(1) of the LPP** |
|  | The Supplier has entered into a conflict-of-interest situation within the meaning of Article 21 of the LPP during the procurement process and the situation cannot be remedied.  A conflict-of-interest situation shall be deemed to be irremediable if the persons involved in the conflict of interest have influenced the decisions of the public procurement commission or the contracting authority and the reversal of those decisions would be contrary to the provisions of the LPP. | **Article 46(4)(2) of the LPP** |
|  | Competition within the meaning of Article 27(3) and (4) of the LPP has been distorted and the situation cannot be remedied. | **Article 46(4)(3) of the LPP** |
|  | The supplier has concealed information or has provided false information concerning compliance with the requirements laid down in Articles 46 and 47 of the LPP during the procurement procedures and the contracting authority may prove it by any lawful means, or the supplier is unable to provide the supporting documents required by Article 50 of the LPP because of the false information provided.  On this basis, the supplier shall also be excluded from the procurement procedure where, in the course of previous procedures carried out in accordance with the procedure laid down in the LPP, the Law on Public Procurement in the Field of Defence and Security, the Law on Procurement by Contracting Entities in the Field of Water Management, Energy, Transport or Postal Services or the Law on Concession, he has concealed information or has provided false information as referred to in this point, or where, as a result of the provision of the false information provided, he has not been able to provide the supporting documents required under Article 50 of the LPP, with the result that, during the previous year, he has been excluded from the procurement procedure or the procedure for the award of the concession.  On this basis, a supplier shall also be excluded from the procurement procedure where, in accordance with the legislation of other countries, it has, in previous procedures, withheld information or supplied false information or, as a result of the supply of false information, has not been able to provide supporting documents, with the result that it has been excluded from the award of the contract or concession within the preceding one year, or has been subject to other similar penalties. | **Article 46(4)(4) of the LPP** |
|  | The supplier has taken unlawful steps during the procurement procedure to influence the contracting authority's decisions, to obtain confidential information which would give it an unfair advantage in the procurement procedure, or to provide misleading information likely to materially influence the contracting authority's decisions concerning the exclusion of suppliers, the evaluation of their qualifications, or the determination of the successful tenderer, which the contracting authority may prove by any legal means. | **Article 46(4)(5) of the LPP** |
|  | The Supplier has failed to perform a contract concluded in accordance with the LPP, the Law on Public Procurement in the Field of Defence and Security or the Law on Procurement by Contracting Entities in the Field of Water Management, Energy, Transport or Postal Services, or a concession contract, or has failed to perform the contract properly, and that failure constituted a material breach of contract as defined in Article 6(217) of the Civil Code (hereinafter referred to as "material breach of contract"), which has led to the termination of the contract within the last 3 years or to a court decision which has been delivered and has become final within the last 3 years and which upholds the claim of the contracting authority or the contracting entity for compensation for the losses suffered as a result, the supplier's performance of an essential term of the contract with serious or persistent deficiencies, or a decision of the contracting authority within the last 3 years that the supplier's performance of an essential term of the contract with serious or persistent deficiencies has been subject to a contractual sanction.  The supplier shall also be excluded from the procurement procedure on this ground where, in accordance with the legislation of other countries, it has been established within the last 3 years that, in the performance of a previous contract, a previous contract with a contracting entity or a previous concession contract, it has performed an essential requirement laid down in the contract with serious or persistent deficiencies, with the result that that previous contract was terminated before the term of validity of the contract, or where damages were claimed or other similar sanctions were applied. | **Article 46(4)(6) of the LPP** |
|  | The supplier has committed a serious professional misconduct which leads the contracting authority to doubt the supplier's integrity, where the supplier has committed an infringement of financial reporting and auditing legislation less than one year after the date of the infringement. | **Article 46(4)(7) of the LPP** |
|  | The supplier has committed a serious professional misconduct which leads the contracting authority to doubt the supplier's integrity, where the supplier does not meet the minimum criteria for a reliable taxpayer set out in Article 401(1) of the Law on Tax Administration of the Republic of Lithuania. | **Article 46(4)(6)(b) of the LPP** |
|  | The supplier has committed a serious professional misconduct which leads the contracting authority to doubt the supplier's integrity, where the supplier has committed a breach of the prohibition on the conclusion of prohibited agreements laid down in the Law on Competition of the Republic of Lithuania or in a similar legislation of another country, and where the breach has been committed within a period of less than 3 years. | **Article 46(4)(6)(c) of the LPP** |
|  | The supplier is insolvent, is the subject of restructuring or bankruptcy proceedings, has been declared bankrupt or has been the subject of winding-up proceedings, is having its assets administered by a court or an insolvency administrator, has entered into a composition agreement (an agreement between the supplier and its creditors to continue the supplier's business whereby the supplier assumes certain obligations and the creditors agree to postpone, reduce or waive their claims) with its creditors, has been suspended or has been placed under restricted business activities, or is in the same or a similar situation under the law of the country in which it is established.  However, in the situations referred to in this point, the contracting authority will not exclude the supplier from the procurement procedure if he provides reasonable evidence that he will be able to perform the contract adequately. | **Article 46(6)(2) of the LPP** |
|  | The supplier has committed a serious professional misconduct (other than the misconduct referred to in Article 46(4)(7) of the LPP) which gives rise to doubts as to the supplier's integrity and which the contracting authority can prove by any appropriate means. On this ground, the contracting authority shall exclude the supplier from the procurement procedure if less than one year has elapsed from the date of the infringement. | **Article 46(6)(3) of the LPP** |

I hereby agree to be excluded from the procurement procedure at any stage of the procurement procedure if it becomes evident that due to my act or omission before or during the procurement procedure I satisfy at least one of the grounds for exclusion.

|  |  |  |  |
| --- | --- | --- | --- |
| (Signature) |  | (Name, surname) |  |