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APPROVED by

Minutes of the Public Procurement Commission

**PROCUREMENT DOCUMENTATION**

**PUBLISHED SELECTIVE TENDERING**

**Microsoft Azure services for the Ministry of Finance of Ukraine**

1. **GENERAL PROVISIONS**
   1. The Public Institution Central Project Management Agency (hereinafter, the Contracting Authority or the CPVA) intends to procure **Microsoft Azure services for the Ministry of Finance of Ukraine** (hereinafter referred to as the Goods) for the implementation of the European Union funded projects under the European Neighbourhood Instrument.
   2. The contracting authority invites participants to participate in a procurement and publishes the procurement documents in [EU4PFM – EU4PFM Website](https://eu4pfm.com.ua/).
   3. The communication and exchange of information between the Contracting Authority and the Suppliers shall take place by email [publicprocurement@cpva.lt](mailto:publicprocurement@cpva.lt).
   4. The procurement shall be carried out in accordance with the “*Description of the procedure for conducting simplified public procurement by diplomatic missions of the Republic of Lithuania in foreign states, missions of the Republic of Lithuania to international organizations, consular posts and special missions, also other contracting authorities procuring abroad the supplies, services or works intended for their divisions, Diplomatic missions of the Republic of Lithuania in foreign countries, missions of the Republic of Lithuania to international organisations, consular offices and special missions, military envoys or special attachés abroad or intended for the developmental cooperation and other projects under implementation abroad*”, approved by Order No. V-809/V-188 of 31 August 2017 of the Minister of National Defence of the Republic of Lithuania and Minister of Foreign Affairs of the Republic of Lithuania (hereinafter - Description) (Annex 4) and this Procurement Documentation.
   5. The Procurement shall be carried out in accordance with the principles of equality, non-discrimination, transparency, mutual recognition, proportionality as well as the requirements of confidentiality and impartiality.
   6. All terms and conditions are set out in the procurement documentation, including:
      1. Procurement Documents including annexes;
      2. explanatory (revision) notes to the procurement documentation, as well as answers to the supplier‘s questions (if any), published in [EU4PFM – EU4PFM Website](https://eu4pfm.com.ua/).
   7. CPVA is not a value added tax (VAT) payer.
   8. The procurement is organized and executed by the Public Procurement Commission (hereinafter - Commission). Persons authorized to maintain direct contact with the suppliers: Erika Simaitė, email: [publicprocurement@cpva.lt](mailto:L.Sungailaite-Jurce@cpva.lt).
   9. If there are any doubts about the transparency of this procurement, please don’t hesitate and report anonymously complaint personally and in written; via phone + 370 (8) 5 249 9239; via e-mail skaidrumas@cpva.lt to the Agency’s Working Group which is set to analyse the probability of corruption occurrences. Remaining information - <https://www.cpva.lt/en/corruption-prevention/460>.
2. **OBJECT OF THE PROCUREMENT**
   1. The Object of the Procurement shall be Goods for implementation of the Project activities.
   2. The object of the Procurement shall not be divided into lots, i.e., suppliers must submit tenders to the entire scope of Procurement.
   3. Submission of alternative tenders is prohibited.
   4. The Supplier, regardless of whether he participates in the Procurement individually or as a member of a group of suppliers, may submit only one tender. If the Supplier submits more than one tender ​and/or participates as a member of a group of entities in submitting several tenders, all such tenders will be rejected.
   5. **The Goods must be delivered and all contractual obligations must be fulfilled in 15 working days of signing the contract.**
   6. Requirements for the Goods, their quantities and others terms are provided in „Technical Specification“ (Annex 1).
   7. **Approved budget of the Procurement is 75 000,00 Eur with VAT. If the tenderer will offer a price above this budget, its tender, according to 12.1.3 will be rejected.**
   8. Advance payment for this object won’t be provided.
   9. All references to a particular model, brand, manufacturer, company, patent, software, design or type of procurement subject, source of origin or manufacturer, are considered to be indicative only and Suppliers may offer equivalent. The Supplier shall prove the equivalence referred to this paragraph and provide a description of alternatives offered by the Supplier. All the goods and materials must be new. All equipment offered must be in the factory packaging. The equipment provided cannot be refurbished or remarketed by the manufacturer.
3. **EXECUTION OF THE PROCUREMENT**
   1. The published selective tendering procedure shall be conducted by email [publicprocurement@cpva.lt](mailto:publicprocurement@cpva.lt), in accordance with the provisions of Chapter VII of the Description.
   2. The procurement shall consist of the following stages:
      1. Suppliers shall submit their tenders by email [publicprocurement@cpva.lt](mailto:publicprocurement@cpva.lt) in accordance with the procedure set out in these procurement documents;
      2. The Contracting Authority will evaluate the tenders as provided for in Chapter XII of the Procurement Documents.
      3. the Contracting Authority will check the qualification referred to in point 9.1 of the Procurement Documents only for the supplier who submits the most economically advantageous tender;
      4. the Contracting Authority, having evaluated the tenders, shall determine the ranking of tenders and decide on the successful supplier offering the most economically advantageous tender;
      5. the Contracting Authority shall sign a contract with the successful tenderer.
4. **REQUIREMENTS FOR PREPARATION AND SUBMISSION OF TENDER**

4.1. The tender must be submitted by email [publicprocurement@cpva.lt](mailto:publicprocurement@cpva.lt) by the deadline specified in the invitation published on the Contracting Authority's website.

4.2. **Tender consists of:**

4.2.1. **Completed and signed Tender Form (Annex 2);**

4.2.2.**Signed documentation referred to in Section 6 of Tender form** **(Annex 2)**.

4.3. Initial familiarisation with tenders received by email [publicprocurement@cpva.lt](mailto:publicprocurement@cpva.lt) shall start after the deadline for submitting tenders.

4.4. CPVA shall not be responsible for any unforeseen events that may have resulted in failure to submit or late receipt of the Tender.

4.5. The price of the Goods offered must be specified in euros and expressed and calculated in accordance with Tender Form (Annex 2) to this Procurement Documentation (rounded to two decimal places). The Tender will be evaluated in euros.

4.6. The Tender must be signed in any of the following ways:

4.6.1. with a qualified electronic signature. If the Supplier certifies the documents using an electronic rather than a physical signature, the electronic signature must meet the requirements set out in Points 2 and 3 of Paragraph 11 of Article 22 of the Law on Public Procurement (LPP).

4.6.2. a scanned document certified with a physical signature shall be attached.

4.7. By signing the tender, the Supplier confirms the authenticity of the accompanying annexes. In this case, annexes to the tender may not be signed separately. If the Tender is not signed by the head of the entity, a mandate to sign this Tender must be provided.

4.8. The Supplier who intends to use a subcontractor for the performance of the Contract in Tender Form (Annex 2) must indicate this subcontractor and the part of the Contract for which it is intended to be used (if known).

4.9. The Tender shall be valid not less than 60 days from the date of submission of the Tender.

4.10. Before the expiry of the deadline for submitting tenders, the Supplier shall have the right to amend or cancel his tender by email [publicprocurement@cpva.lt](mailto:publicprocurement@cpva.lt). After the deadline for submitting tenders, such an amendment or notice of tender cancellation will not be recognized valid.

1. **EXPLANATION AND REVISION OF THE PROCUREMENT DOCUMENTATION**

5.1. Procurement Documentation, any explanations, and supplements thereof, including notifications to the Suppliers, corrections of the arithmetic errors specified in the tender, supporting documents for an abnormally low price, shall be submitted and transferred by email [publicprocurement@cpva.lt](mailto:publicprocurement@cpva.lt).

5.2. The Supplier may ask the Commission to explain the Procurement Documentation. The Commission shall respond to each of the Supplier's written requests to explain the Procurement Documentation received at least 3 working days before the deadline for submission of tenders. The Commission may respond to the written requests received later if there is sufficient time to prepare and send a reply. When answering the Supplier’s questions, the Commission shall also publish explanations on the Contracting Authority's website under the procurement documents, without identifying the author of the request to clarify the terms of the procurement.

5.3. Before the deadline for submission of tenders, the Commission is entitled to explain (clarify) the Procurement Documentation on its own initiative. Explanations shall be published on the Contracting Authority's website under the procurement documents. If time is not enough, the deadline for submission of tenders shall be extended. The extended deadline will be published on the Contracting Authority's website under the invitation.

1. **GROUNDS FOR EXCLUSION OF SUPPLIERS**

6.1. The Supplier (including each member of the group of suppliers individually if the tender is submitted by a group of suppliers), and for a Supplier relying on the capacity of economic operators in accordance with Article 49 of the LPP, each economic operator individually must be free from the grounds for exclusion of a supplier as set out in Declaration of Honour on Grounds for Exclusion (Annex 3). For each of the economic operators (supplier, joint venture partners [if the tender is submitted by a group of economic operators] and/or other economic operators [if their capacities are relied upon]), a duly completed and signed declaration by those economic operators shall be submitted, confirming that they are free from the grounds for exclusion of a supplier as set out in Annex 3.

6.2. The Contracting Authority shall not check the grounds for exclusion of natural persons (professionals) on whose capacity the supplier relies in accordance with Article 49 of the PPL and who, in the event of the award of the contract, the supplier intends to employ (quasi-suppliers).

1. **QUALIFICATION REQUIREMENTS FOR THE SUPPLIERS**

7.1.Not applicable.

1. **SPECIAL REQUIREMENTS RELATED TO SAFEGUARDING NATIONAL SECURITY INTERESTS**

8.1. This Procurement is related to national security and therefore has specific requirements to ensure the national security interests of the Beneficiary country:

|  |  |  |
| --- | --- | --- |
| **No.** | **Requirement of compliance with national security interests** | **Documents proving compliance with the requirement** |
| 8.1.1. | The supplier, its subcontractors, the economic entities whose capacities are relied upon, or persons controlling them must not constitute a threat to national security of the beneficiary state. | The Supplier shall declare at the time of the submission of the tender the absence of the prohibited conditions referred to in this point. |
| 8.1.2. | ***Article 45(21) of the LPP***  In the event of mobilisation, war, state of emergency, or where the Government of the Republic of Lithuania, having assessed the risk that the factors which have led or may lead to the declaration of mobilisation, the imposition of martial law, or the imposition of a state of emergency pose a threat to national security, has taken a decision on the applicability of the provisions of this Directive, none of the following conditions or parts of conditions may be fulfilled:  1) the supplier, its sub-supplier, the economic operators whose capacities are relied upon, or the persons controlling them[[1]](#footnote-2), are legal persons registered in the countries or territories referred to in the list referred to in Article 92(15) of the LPP;  2) the supplier, its sub-supplier, the economic operator whose capacities are relied upon, or the persons controlling them, are natural persons permanently residing in, or possessing the nationality of, the States or territories referred to in the list referred to in Article 92(15) of the LPP;  3) the services are supplied from, the countries or territories referred to in the list provided for in Article 92(15) of the LPP;  4) The Government of the Republic of Lithuania, in accordance with the criteria laid down in the Law on the Protection of Important Objects for Ensuring National Security, has adopted a decision confirming that the entities specified in points 1 and 2 of this requirement or the transaction intended to be concluded (concluded) with them do not meet the interests of national security;  5) the Contracting authority has information from the competent authorities that the entities specified in points 1 and 2 of this requirement have interests that may pose a threat to national security;  6) the supplier, its subcontractor, the economic operator whose capacities are relied upon, is operating in the countries or territories referred to in the list referred to in Article 92(15) of the LPP, or is a member of, or the head of, a group of economic operators, any member of which is operating in the countries or territories referred to in the list referred to in Article 92(15) of the LPP, another member of a management or supervisory body or any other person(s) having the right to represent or control the supplier, subcontractor, economic operator whose capabilities are relied upon, to take a decision on its behalf or to conclude a contract, and thus participates in the activities of such groups of economic operators and/or economic operators. | The Supplier shall declare at the time of submission of the tender that the circumstances referred to in point 8.1.2 do not exist.  If the Contracting Authority has doubts as to the correctness of the information provided by the supplier in support of the requirements set out in this point, it shall request the supplier submitting the most economically advantageous tender to provide: a copy of the instruments of incorporation of the legal entity, certified by the head of the legal entity, an extract from the Register of Legal Entities, a copy of the extract from the information system for participants in legal entities, a copy of the document proving the identity of the person concerned (ID or passport), a copy of the document proving the authorization to carry out the economic activity concerned (e.g. a business license, a certificate of sole proprietorship etc.), and the following a copy of the certificate of declared residence or relevant documents from a Member State or from a third country, or other documents acceptable to the Contracting Authority.  The Contracting Authority may also request these documents from tenderers at any time during the procurement procedure, provided that this is necessary to ensure the proper conduct of the procurement procedure.  Documents which do not specify a time limit for their validity must be issued or printed from the information system not earlier than 3 months before the date on which the supplier is requested by the Contracting Authority to provide the documents.  The Contracting authority, in order to assess the compliance of the supplier, its sub-supplier, the economic operator whose capacities are relied upon, the manufacturer of the goods (including their components, packaging) offered by the supplier, or the persons controlling them to the requirement, may apply to the competent authorities for the provision of information related to these entities. |
| 8.1.3. | **Article 11(1) of Regulation (EU) 2024/79 of the European Parliament and of the Council establishing the Ukraine Facility[[2]](#footnote-3) (nationality/place of registration of the supplier, subcontractor, economic operator whose capacity is relied upon)**  The supplier, its subcontractors, the economic operators whose capacities are relied upon must be established (if the entity is a natural person - having the nationality of a natural person) in the following countries:  **a) Member States of European Union, Ukraine, Western Balkan partners, Georgia and Moldova and Contracting Parties to the Agreement on the European Economic Area;**  **b) countries which provide a level of support to Ukraine comparable to that provided by the Union taking into account the size of their economy and for which reciprocal access to external assistance in Ukraine is established by the Commission fo European Union.** | 1) The supplier declares (non-)compliance with the requirement by submitting a tender;  2) at the request of the contracting authority, the supplier submitting the most economically advantageous tender will be required to provide one or more of the following documents: a copy of the legal entity's constituent documents certified by the head of the legal entity, an extract from the Register of Legal Entities, a copy of the identity document (ID card or passport), a copy of the authorisation to carry out the relevant economic activity (e.g. a business license, individual activity certificate, etc.) a or the relevant documents from a Member State of European Union or a third country, or other documents acceptable to the contracting authority.  The Contracting Authority may also request these documents from the tenderers at any time during the procurement procedure, provided that this is necessary to ensure the proper conduct of the procurement procedure.  Documents which do not specify a time limit for their validity must be issued or printed from the information system not earlier than 3 months before the date on which the supplier is requested by the Contracting Authority to provide the documents. |
| 8.1.4. | ***Article 5k of Regulation (EU) 2022/576[[3]](#footnote-4)***  The supplier, its subcontractor or the economic operator whose capacities are relied upon shall not satisfy any of the following conditions:  1) the supplier, its sub-supplier or the economic operator whose capacities are relied upon, where such sub-suppliers or economic operators account for at least 10 (ten) percent of the value of the contract, is a Russian citizen, natural or legal person, entity or body established in Russia;  2) the supplier, its subcontractor or the economic operator whose capacities are relied upon, where such subcontractors or economic operators account for at least 10 (ten) percent of the value of the procurement contract, is a legal person, entity or organisation in which more than fifty (50) per cent of the ownership rights are held, directly or indirectly, by an entity referred to in point 1;  3) the supplier, its subcontractor or the economic operator whose capacities are relied upon, where such subcontractors or economic operators account for at least ten 10 (ten) percent of the value of the contract, is a natural or legal person, entity or body acting in the name of, or at the behest of, an economic operator referred to in points 1 or 2 of this paragraph.  ***International sanctions***  The supplier, the sub-suppliers, the entities whose capacities supplier relies on, are not subject to international sanctions implemented in the Republic of Lithuania, as defined in the Law on International Sanctions of the Republic of Lithuania | The Supplier shall declare at the time of the submission of the tender the absence of the prohibited conditions referred to in this point. |
| 8.1.5. | ***National grounds for safeguarding national security interests in the beneficiary country***  The supplier, subcontractors, economic operators whose capacities are relied upon are not subject to sanctions as a result of the armed aggression of the Russian Federation against Ukraine and to sanctions in accordance with the Law on Sanctions of Ukraine. | The Supplier shall declare at the time of the submission of the tender the absence of the prohibited conditions referred to in this point. |

1. **EVALUATION OF TENDERS**

9.1. CPVA shall evaluate the tenders not rejected and select the most economically advantageous tender according to its **price.**

9.2. The examination and evaluation of tenders shall be carried out on a confidential basis, without the presence of representatives of the suppliers who submitted tenders.

* 1. The Commission examines the supplier's proposal:

9.3.1. verify whether suppliers have properly declared the absence of grounds for exclusion and compliance with national security requirements;

9.3.2. verify, in accordance with the procedure laid down in the procurement documents, that the successful supplier meets the prescribed qualification requirements;

9.3.3. checks that the tender meets the requirements set out in the procurement documents;

9.3.4. if the tenderer has provided inaccurate, incomplete or false documents or data concerning its compliance with the requirements of the procurement documents or such documents or data are missing, may, without prejudice to the principles of equality and transparency, to request the tenderer to adjust, supplement or clarify these documents or data within a reasonable time limit fixed by it. Tenders may be adjusted, supplemented or clarified in accordance with Rules for clarification, supplement or explanation of proposals, approved by the Order No. 1S-240 of the Director of the Public Procurement Office dated December 30, 2022 "Approval of Rules for Clarification, Supplement or Explanation of Proposals");

9.3.5. when the price quoted in a submitted tender appear to be abnormally low, have the right and, if intending to reject the tender, be under the obligation to require the supplier to provide a justification of the offered price. The price of services quoted in tenders must in all cases be considered abnormally low if they are 30% or more below the arithmetic average of the prices offered by all suppliers whose tenders have not been rejected for other reasons and whose offered price do not exceed the funds allocated for the procurement, as determined and recorded in the documents drawn up by the Contracting Authority prior to the launching of the procurement procedure;

9.3.6. verifies that the price offered is not excessive and unacceptable to the contracting authority;

9.3.7. verify, in accordance with the procedure laid down in the procurement documents, that the successful supplier meets the prescribed qualification requirements.

9.4. The Commission may refuse to evaluate the supplier's tender in its entirety if, after examining part of it, it finds that the tender must be rejected in accordance with the requirements of the Description and the procurement documentation.

1. **EXPLANATION AND REVISION OF THE TENDER**

10.1. Any explanations, and supplements thereof, including notifications to the Supplier, corrections of the arithmetic errors specified in the tender, supporting documents to abnormally low price, shall be submitted and transferred by email [publicprocurement@cpva.lt](mailto:publicprocurement@cpva.lt).

10.2. In case the Supplier has provided inaccurate or incomplete data on its tender, the Commission will be obliged to request the Supplier to supplement or explain the data within a reasonable timeframe without prejudice to the principles set out in Paragraph 7 of the Description.

10.3. The Commission, having found errors in the calculation of the price specified in the tender, shall request the Supplier to correct the arithmetic errors found in the tender within a period set by the Commission without changing the price declared at the time of opening the tenders. When correcting the arithmetic errors in the tender, the Supplier shall have no right to refuse the price components or add new components.

10.3. If the price for the Goods in the tender submitted by the Supplier seems abnormally low, the Contracting Authority will request the Supplier justify the price, and if the Supplier fails to provide adequate evidence of price validity, the Contracting Authority will reject the tender.

10.4. In case of any questions about the contents of the tenders and upon the request of the Commission, the tenderers must provide additional explanations within the timeframe set by the Commission without changing the substance of the tender.

1. **NEGOTIATIONS**

11.1. Not applicable.

**XII. REASONS FOR REJECTION OF TENDERS**

12.1. The Contracting Authority shall reject the tender if:

12.1.1. the Tenderer has not specified, supplemented or explained information within the time period specified by the Contracting Authority as prescribed in subparagraph 74.3 of the Description;

12.1.2. the tender did not meet the requirements set out in the Procurement documentation;

12.1.3. the price offered by the tenderer were too high and unacceptable for the Contracting Authority;

12.1.4. the tender quotes an abnormally low price and the Supplier fails to submit or does not submit adequate evidence of the validity of the lowest price offered;

12.1.5. the tenderer has provided false information on the compliance to the requirements set, which can be proven by the Contracting Authority by any legal means;

12.1.6. the Supplier has submitted an alternative tender; its tender and alternative tender(s) will be rejected;

12.1.7. non-compliance with at least one of the conditions relating to the safeguarding of national security interests provided for in Clause 8 of the Procurement documents is established;

12.1.8. Supplier does not meet the qualification requirements set out in Procurement Documentation;

12.1.9. Supplier meets at least one of the grounds for exclusion;

12.1.10. if the supplier fails to submit the completed Tender form (Annex 2) as required in the Procurement Documents;

12.1.11. in other cases provided for in the Description.

1. **PREPARATION OF THE RANKING SEQUENCE OF TENDERS AND DETERMINATION OF THE SUCCESSFUL TENDER**

13.1. To decide on the successful tender, the Contracting Authority shall immediately evaluate the submitted tenders of the suppliers and draw up the ranking sequence of the tenders (except in cases where the tender is submitted by one Supplier only). The ranking sequence of tenders shall be drawn up in order of descending economic advantage. In cases where the economic advantage in the tenders of a few tenderers is the same, the Supplier of the earliest submitted tender shall be ranked first in the ranking sequence of tenders.

13.2. Information on the results of the open procedure shall be made available to all the tenderers without delay, but no later than within 5 working days of the date of the decision to determine the successful tender. The Contracting Authority shall inform the interested Suppliers by email [publicprocurement@cpva.lt](mailto:publicprocurement@cpva.lt) about the decision to determine the successful tender, for which the procurement contract will be concluded, specifying the determined ranking sequence of the tenders, the successful tender, and the exact deferment period (if applicable). The Contracting Authority must also state the reasons for the decision not to award a contract, or to recommence the procurement procedure.

13.3. The Commission shall notify the Suppliers of the tenders which have been rejected specifying the reasons for the rejection within the time specified in paragraph 13.2 of the Procurement Documentation.

**XIV. DISPUTE SETTLEMENT PROCEDURE**

14.1. All the disputes shall be dealt with in accordance with the requirements of paragraph 104 of the Description.

**XV. CONCLUSION AND TERMS AND CONDITIONS OF THE CONTRACT**

15.1. The Supplier shall be invited to sign the Contract by email [publicprocurement@cpva.lt](mailto:publicprocurement@cpva.lt). The Contracting Authority shall specify the time for the Supplier who has won the procurement to sign the Contract. The time for signing the Contract may be set in a separate notice or in the notice of the successful tenders.

15.2. In cases where the Procurement Contract is concluded in writing and the Supplier to which the Procurement Contract was proposed refuses to enter into the contract or fails to sign the contract before the deadline specified by the Contracting Authority, or refuses to conclude the procurement contract under the conditions set out in this Description and the procurement documentation, the Contracting Authority shall propose the conclusion of the Procurement Contract to the Supplier the tender of which according to the ranking of the tenders is the first after the Supplier who refused to conclude the Procurement Contract.

15.4. When concluding the Procurement Contract, the tender price of the winner as well as the terms and conditions of the procurement set in the Procurement Documentation and the Tender shall not be amended.

1. **THE ESSENTIAL TERMS OF THE CONTRACT**

16.1. The contracting authority does not provide for the payment of an advance.

16.2. The currency of payment upon the present Contract shall be Euro.

**XVII. ANNEXES TO PROCUREMENT DOCUMENTS**

17.1. Technical Specification (Annex 1).

17.2. Tender form (Annex 2).

17.3. Declaration of Honouron Grounds for Exclusion (Annex 3).

17.4. Description (Annex 4).

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Annex 2

TENDER

FOR **Microsoft Azure services for the Ministry of Finance of Ukraine** PROCUREMENT

|  |
| --- |
|  |
| *(date)* |
|  |
| *(location)* |

To the Public Institution Central Project Management Agency

1. **INFORMATION ABOUT THE SUPPLIER**

|  |  |
| --- | --- |
| Name of supplier  (In the case of a group of suppliers, the names of all members of the group:  Responsible partner:  Partner No. 1:  Partner No. 2, etc.:) |  |

1. **INFORMATION ON THE ECONOMIC OPERATORS ON WHOSE CAPACITY THE SUPPLIER RELIES TO MEET THE QUALIFICATION REQUIREMENTS**

*(to be completed if the supplier uses the capacities of other economic operators)*

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Name, legal entity code, address of the economic operator** | **Reference to the clause in the contract notice for which the capacity of the economic operator is relied upon** | **Description of the part of the subject-matter of the contract to be subcontracted** |
| 1. |  |  |  |
| 2. |  |  |  |

1. **INFORMATION ON KNOWN SUBCONTRACTORS AND THE PARTS OF THE CONTRACT TO BE SUBCONTRACTED**

*(to be completed if the supplier uses sub-suppliers)*

|  |  |  |
| --- | --- | --- |
| **No.** | **Name, legal entity code, address of the subcontractor** | **Description of the part of the subject-matter of the contract to be subcontracted** |
| 1. |  |  |
| 2. |  |  |

1. **DETAILS OF THE MEMBERS OF THE SUPPLIER'S MANAGEMENT BOARD, SUPERVISORY BOARD**

(To be completed if the supplier, which is a legal person, has a collegiate management or supervisory body member(s) or other person(s) with the right to represent or control the supplier, to take a decision on its behalf, to enter into a contract, or an accountant(s) or other person(s) with the right to draw up and sign the supplier's accounting documents (Article 46(2)(2) of the LPP).)\*

|  |  |  |
| --- | --- | --- |
| **No.** | **Name, surname** | **Occupation** |
| *1* | *2* | *3* |
|  |  |  |
|  |  |  |

*\*This information does not need to be submitted with the proposal. The supplier will be obliged to provide this information on request of the procurer.*

*The Supplier will be required to provide documentation confirming that the persons (if any) referred to in this table do not have the grounds for exclusion provided for in Article 46(1) of the LPP.*

1. **PRICE OF THE TENDER**

| **No.** | **Object of procurement** | **Quantity** | **Unit price** [[4]](#footnote-5)  **EUR excl. VAT** | **Price**  **EUR excl. VAT**  *(3x4)* |
| --- | --- | --- | --- | --- |
| *1* | *2* | *3* | *4* | *5* |
| 1.1 | **Monthly subscription for activation of Microsoft Fabric in Azure (according to requirements in technical specification)** |  |  |  |
| 1.2. | **Microsoft Power BI Pro** | **15 licenses**  **(4 month subscription)** |  |  |
| **Tender price in EUR excluding VAT (sum of values in column 5)** | | | |  |
| **VAT rate** *(to be completed if applicable)[[5]](#footnote-6)* | | | | 0 |
| **Tender price EUR incl. VAT \***[[6]](#footnote-7) | | | |  |

\* This price includes all costs and all taxes (excluding costs and/or taxes related to the importation of goods)

The full name of the products offered by the Participant \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We hereby certify and confirm that we agree with all the terms and conditions of the Procurement Documentation prescribed in:

* Invitation to potential Suppliers to submit a tender;
* Terms in Technical specification;
* Explanatory (revision) notes to the Procurement Documentation, as well as answers to the Supplier‘s questions.

1. **REQUIRED DOCUMENTS AND CONFIDENTIALITY INFORMATION**

Unless otherwise specified, all documents shall be submitted with the tender by means of CPP IS:

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Document** | **Does the document contain confidential information?**  **(Yes / No)** | **Explanation of what specific information in the document is confidential and why** |
| *1* | *2* | *3* | *4* |
| 1. | Copy of the joint operating agreement (in the case of a proposal submitted by a group of economic operators) |  |  |
| 2. | A copy of the power of attorney or other document authorising the submission and/or signing of the tender and other documents (if the tender is not submitted by the head of the supplier, or by the head of the members of a group of economic operators, or of subcontractors, or by the head of the economic operators on whose capacity the supplier relies) |  |  |
| 3. | If the supplier uses economic operators, evidence that these resources will be available for the entire duration of the contractual obligations |  |  |
| 4. | Signed Declaration of Honour on Grounds for Exclusion (Annex 3)  \*A separate declaration to be completed by:   1. supplier; 2. each member of the group of suppliers (in the case of a group of suppliers); 3. each economic operator on whose capacity the supplier relies in accordance with Article 49 of the LPP (if any) (excluding quasi-suppliers) |  |  |
| 5. | Technical and / or other documents confirming the compliance of the goods offered by the supplier with the requirements of the Technical Specification |  |  |
| 6. | Other documents, if required by the Procurement Terms |  |  |

1. **SUPPLIER’S DECLARATION**

**By signing this tender, I certify that:**

1. I am familiar with the procurement documents, as well as with the applicable laws of the Republic of Lithuania, sub-legislative legal acts, which regulate the procedure for conducting public procurements and which may have an impact on any relations between the procurer and the supplier, arising out of and/or related to this procurement;
2. I accept the conditions and procedures set out in the Procurement Terms;
3. The data and information provided in the tender documents are correct and include everything necessary for the proper performance of the contract;
4. The contract will be carried out only by persons entitled to carry out the relevant activities;
5. The tender shall be valid for the period specified in the relevant clause 4.9 of the Procurement Terms;
6. In the event of a change in the declared circumstances, I undertake to inform the procurer immediately.
7. **SUPPLIER’S DECLARATION ON REQUIREMENTS RELATED TO SAFEGUARDING NATIONAL SECURITY INTERESTS**

**By signing this tender, I certify that:**

1. The supplier, its subcontractors, the economic entities whose capacities are relied upon, or persons controlling them, and the goods offered by the supplier (including their manufacturers) do not pose a threat to the national security of the beneficiary state;
2. The supplier, the subcontractor, the economic entities whose capacities are relied upon, the manufacturer of the goods offered by the supplier (including their components, packaging) or the persons controlling them are legal persons who are not registered in the states or territories listed in paragraph 15 of Article 92 of the Law on Public Procurement; the supplier, the subcontractor, the economic entities whose capacities are relied upon, the manufacturer of the goods offered by the supplier (including their components, packaging) or the persons controlling them are natural persons who are not permanently resident in the states or territories specified in the list provided for in paragraph 15 of Article 92 of the Law on Public Procurement or who hold citizenship of these states; the goods (including their components, packaging) do not originate or the services are not provided from the states or territories listed in paragraph 15 of Article 92 of the Law on Public Procurement; the specified entities do not have an interest likely to pose a threat to national security. This item shall apply in the event of mobilisation, war, a state of emergency or when the Government of the Republic of Lithuania, having assessed the risk that the factors which led to the declaration of mobilisation, the imposition of martial law or a state of emergency, pose a threat to national security, has adopted a decision on the application of the provision of Paragraph 21 of Article 45 of the Law on Public Procurement;

3. The supplier, its subcontractors, the economic operators whose capacities are relied upon are established (if the entity is a natural person - having the nationality of a natural person) in the following countries: a) Member States of European Union, Ukraine, Western Balkan partners, Georgia and Moldova and Contracting Parties to the Agreement on the European Economic Area;

b) countries which provide a level of support to Ukraine comparable to that provided by the Union taking into account the size of their economy and for which reciprocal access to external assistance in Ukraine is established by the Commission fo European Union.

4. The supplier I represent does not have a Russian involvement exceeding the limits laid down in Article 5k of Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of the actions of Russia to destabilise the situation in Ukraine, as amended by Council Regulation (EU) No 2022/576 of 8 April 2014 on Ukraine's sanctions against Ukraine. In particular, I confirm that:

(a) the supplier I represent (and none of the members of the supplier group) is not a Russian citizen or a natural or legal person, entity or body established in Russia;

(b) the supplier I represent (and none of the members of the supplier group) is not a legal person, entity or body which is owned, directly or indirectly, by more than 50 % by an entity referred to in point (a) of this paragraph;

(c) neither I nor the company I represent is a natural or legal person, entity or body acting on behalf of, or at the direction of, an entity referred to in paragraph (a) or (b);

(d) the entities listed in points (a) to (c) are not involved as subcontractors, suppliers or entities whose capacities are relied on by the supplier represented by me where they account for more than 10% of the contract value.

5. The supplier, the sub-suppliers I have used or will use in the future, the entities whose capacities I rely on and/or will rely on, the manufacturers of goods (and their components) are not subject to international sanctions implemented in the Republic of Lithuania, as defined in the Law on International Sanctions of the Republic of Lithuania.

6. The supplier, subcontractors, and entities whose capacity are relied upon are not subject to sanctions due to the armed aggression of the Russian Federation against Ukraine and sanctions under the Law on Sanctions of Ukraine.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| *(Title of the Supplier's or his authorised representative's position)* |  | *(Signature\*)* |  | *(Name, surname)* |

1. Controlling person - the owner of a sole enterprise or a legal or natural person who owns another legal entity:

   (1) directly or indirectly owns more than 50 per cent of the shares, stocks, interests, contributions and/or votes at a meeting of participants of the legal person; or

   (2) together with related persons, owns more than 50 per cent of the shares, stocks, interests, contributions and/or votes at a meeting of the participants of the legal person and whose shareholding is not less than 10 per cent of the shares, stocks, interests, contributions and/or votes at a meeting of the participants of the legal person. A related person shall be deemed to be:

   (a) in the case of legal persons, persons whose annual financial statements must be consolidated in accordance with the Law on Consolidated Financial Statements of Groups of Companies of the Republic of Lithuania or persons whose annual financial statements must be consolidated in accordance with the legislation of other countries implementing the requirements laid down in Directive 2013/34/EU;

   (b) in the case of natural persons, spouses, parents and their children (adopted children). [↑](#footnote-ref-2)
2. <https://eur-lex.europa.eu/eli/reg/2024/792/oj?eliuri=eli%3Areg%3A2024%3A792%3Aoj&locale=lt> [↑](#footnote-ref-3)
3. Regulation (EU) 2022/576 of the Council of the European Union of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of the actions of Russia in destabilising the situation in Ukraine; see https://eur-lex.europa.eu/legal-content/LT/TXT/HTML/?uri=CELEX:32022R0576&from=EN [↑](#footnote-ref-4)
4. The prices in the tender shall be rounded to two decimal places. [↑](#footnote-ref-5)
5. **The VAT shall not be applied for goods and services purchased in Ukraine according to the registration card No. 4266-02 issued 15th of June, 2020 by the Secretariat of the Cabinet of Ministers of Ukraine.**

   **If the Supplier incorrectly indicates the VAT rate of the Contract price /rate, the Contract price / rate without VAT will not be recalculated. Due to this errors, Contract payments would be made according to VAT rate indicated in invoices, but not higher than VAT rate indicated in procurement offer.** [↑](#footnote-ref-6)
6. The maximum amount of funds available for procurement is specified in clause 2.7 of the of the Procurement conditions. If a tender exceeds this maximum amount, the tender will be rejected. [↑](#footnote-ref-7)