

Service Contract No. PPS-006

April 7, 2016

Vilnius

between:

Public establishment Joint Technical Secretariat, institution code 300075874, Konstitucijos av. 7, LT-09308 Vilnius, Lithuania, represented by Ms Aukšė Bernadišienė acting on the basis of the given power of the statute of the institution

- hereinafter referred to as "the Contracting authority" of the one part,
and

Matts Lidman Konsult AB, registration number 556337-6184, Broholmsvaegen 43, 19331 Sigtuna, Sweden, represented by Mr Matts Lindman acting on the basis of the given power of the statute of the institution

- hereinafter referred to as „Service provider” of the other part,
- hereinafter together referred to as "Parties"

concluded the Contract (hereinafter – Contract) to provide the services for creation / adoption of the monitoring systems of the Interreg V-A Lithuania-Poland cooperation programme (hereinafter – Lithuania-Poland Programme) and Latvia, Lithuania and Belarus CBC Programme within the European Neighbourhood Instrument for 2014-2020 (hereinafter – Latvia, Lithuania and Belarus Programme, hereinafter both together – Programmes).

ARTICLE 1

Object of the Contract

1.1. The Contract sets the order and conditions for the provision of the services for creation / adoption of the monitoring systems of the Programmes (hereinafter – services).

1.2. Monitoring systems consist of the database which shall be used by the institutions administrating Programmes and digital application forms which shall be used by the applicants.

1.3. The specification of the purchased services is determined in the Annex No. 1 of the Contract.

1.4. The purchased services should be provided according to the schedules agreed with the Contracting Authority for each Programme separately. The anticipated date of the first call for proposals for Lithuania-Poland Programme is March 2016 and for the Latvia, Lithuania and Belarus Programme – August 2016. The digital application forms for the first call of proposals should be created not later than before 2 (two) weeks until the first call for proposals and by the end of the first call the databases should be created. The anticipated duration of the first call for proposals is 2-3 months.

ARTICLE 2

Obligations of the Service provider

The main tasks of the Service provider include the following:

2.1. The Service provider warrants that the services mentioned in Article 1 will be delivered in time and in accordance with this Contract.

2.2. The Service provider undertakes to provide the services with all the necessary skills and knowledge and perform the tasks carefully and efficiently.

2.3. During the entire Contract validity period the Service provider is obliged to provide consultations regarding technical supervision of the system to the Contracting authority free of charge.

2.4. The Service provider must ensure the confidentiality and security of the information of the Contracting authority. The Service provider must not give the information for use or access and documents provided under this Contract to third parties, except for the cases requested according to the national legislation of the Contracting authority.

2.5. Upon request of the Contracting authority, the Service provider is obliged to provide full information on the progress and the results of the work done so far. The Service provider shall immediately inform the Contracting authority if any doubts arise about the conditions, purpose or carrying out the tasks mentioned in the Contract.

2.6. The Service provider is liable for the direct damages incurred due to his action or not action to the Contracting authority as foreseen by the international or national acts.

2.7. The Service provider within 5 (five) working days shall inform the Contracting authority:

2.7.1. on the changes in requisites;

2.7.2. on reorganization or liquidation of the Service provider;

2.7.3. on other important events happening that make major impact on implementation of the Contract.

ARTICLE 3

Obligations of the Contracting authority

The Contracting authority is obliged:

3.1. To timely provide data and information requested to carry the services by the Service provider.

3.2. To pay for the delivered services upon signature of the Delivery and acceptance deed and the invoice reception in accordance to the terms mentioned in Article 4 of the Contract.

3.3. Within 5 (five) working days to inform the Service provider:

3.3.1. on the changes in requisites;

3.3.2. on reorganization or liquidation of the Contracting authority;

3.3.3. on other important events happening that make major impact on implementation of the Contract.

3.4. To cooperate and provide the information needed for the implementation of the Contract to the Service provider.

ARTICLE 4

Price and payments

4.1. The prices for the services for creation / adoption of the monitoring systems of the Programmes specified as follows:

4.1.1. Creation / adoption of the monitoring system of the Lithuania-Poland Programme is _____ is excluded);

4.1.2. Hourly rate for the further system development of the Lithuania-Poland Programme is _____ euro (VAT is excluded);

4.1.3. Creation / adoption of the monitoring system of the Latvia, Lithuania and Belarus Programme is _____ euro (VAT is excluded);

4.1.4. Hourly rate for the further system development of the Latvia, Lithuania and Belarus Programme is _____ euro (VAT is excluded).

4.2. Additional programming and system development works and their amounts which are indicated in the 4.1.2. and 4.1.4. points of the Contract must be agreed by e-mail or fax with the Contracting authority before their implementation.

4.3. The final price that the Contracting authority will pay to the Service provider depends on the amount of the services provided during the Contract validity period. The total price cannot exceed price mentioned in the 5.4. point of the Contract.

4.4. The price of the services is constant and cannot be changed during the validity of the Contract except the change of VAT for services regulated by law. The price of the services is being recalculated when the VAT rate is being changed. In this case the agreement is being signed between the Parties and it becomes the inseparable part of the Contract. The new price is being applied for the services provided after the agreement comes into force.

4.5. In case other taxes or fees change, no changes of the pricing shall be made.

4.6. The Contracting authority pays to the Service provider for the provided services transferring money within 15 working days after receiving the invoice from the Service provider and signing the Delivery and acceptance deed (Annex No. 2). One copy of the invoice and deed will be sent back to the Service provider, confirming the acceptance of the services.

4.7. If the Contracting authority doesn't meet the commitments according the 4.6. point of the Contract, the Service provider can calculate 0,01 percent on the total debt amount.

4.8. In case of the serious disrespect of the terms of the Contract by the Service provider, i.e. where the services are not provided in accordance with the terms of the Contract and the Service provider does not react to the written requests of the Contract authority, the Service provider, on the Contract authority demand, pays fine of 0,05 percent on the total amount of the service value (as indicated in the points 4.1.1.-4.1.4.). If the Service provider doesn't fulfill or improperly fulfills the obligations under the Contract and the Service provider does not react to the written requests of the Contract authority, the Contract authority has the right to immediately terminate the Contract by the written notice to the Service provider.

ARTICLE 5

Validity and termination

5.1. The Contract enters into force from the date of its signature of both Parties.

5.2. The services shall be provided according to the needs of the Contracting authority for 1 (one) year from the day when the Contract comes into force. If none of the Parties declare in written to the other Party about the termination of the Contract 1 (one) month before the termination of the Contract, the Contract is being extended for one more year with the same conditions, but not longer than for 3 (three) years in total.

5.3. The Contract can be terminated unilaterally if one of the Parties declare it in written to the other Party about the termination of the Contract 30 calendar days in advance. Termination of the Contract does not discharge from the appropriate completion of the commitments.

5.4. Value of the services for creation / adoption of the monitoring system and the further system development of the Lithuania-Poland Programme is _____ euros (VAT excluded).
Value of the services for creation / adoption of the monitoring system and the further system development of the Latvia, Lithuania and Belarus Programme is _____ (VAT excluded). After buying services for these amounts, the Contract will stop automatically, regardless of the expiry of the Contract.

ARTICLE 6

General provisions

6.1. All correspondence (letters, e-mails, invoices and etc.) must be in English.

6.2. The Service provider doesn't invite subcontractors during the Contract implementation.

6.3. The created monitoring systems shall be fully owned by the Contracting authority.

6.4. Neither Party has the right to transfer all or part of the rights and obligations under the Contract to any third party.

6.5. The Parties undertake to fulfill their commitments made in the Contract and to refrain from any action that might cause harm to both Parties.

6.6. Information related the conclusion and implementation of the Contract is kept confidential, except the public information under the laws of the Republic of Lithuania. If the Parties have any doubt whether certain information is confidential, the Party must treat such information as confidential information until will receive the approval of the other Party that such information is not confidential information for the purposes of the Contract. The confidential information may be disclosed to the third persons by the law or written consent of the other Party.

6.7. Parties are not responsible for the extraordinary events or circumstances, which can neither predict nor remove and prevent one or both Parties from fulfilling their obligations under the Contract (*force majeure*). Party, which is due to *force majeure* is unable to fulfill the obligations, shall immediately, but no later than within 14 days, when these circumstances arise or become

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apparent, write the notice to the other Party. If the force majeure lasts for more than 1 (one) month, the Parties can terminate the Contract.

6.8. All disputes arising from the Contract are being solved by a good will or reaching agreement of both Parties. If it is not possible to solve the dispute within 30 (thirty) days from the beginning of the negotiations, it could be solved in the Courts of the Republic of Lithuania. The beginning of negotiations is the day when one of the Parties submits the request in written to the other Party with the offer to start negotiations.

6.9. The Contract shall be interpreted and shall be settled by in compliance with the Laws of the Republic of Lithuania.

6.10. The conditions of the Contract cannot be changed during the whole validity period of the Contract, except those conditions that do not offend the Law on Public Procurement. In this case the changes must be in written and the addendum to the Contract must be signed.

6.11. This Contract is made in two copies having the same legal power.

6.12. This Contract is composed of this Contract form and Annexes. The Annexes have the same legal power as the Contract and must be sign by both Parties.

6.13. Annexes:

6.13.1. Annex No.1. "An invitation to submit tender";

6.13.2. Annex No.2. "Delivery and acceptance deed";

6.13.3. Annex No.3. "Tender offer for the services for creation / adoption of the monitoring systems of the programmes".

ARTICLE 7 Requisites and signatures

<p>For the Service provider: Matts Lindman Konsult AB Registration number 556337-6184, Address Broholmsvaegen 43, 19331 Sigtuna, Sweden Tel. +46 7000 28802 Email: matts.lindman@sll.se Bank account: SE 66 600 0000 000 0043 503 659</p> <p><u>Director</u> (position) <u>Matts Lindman</u> (signature) <u>Matts Lindman</u> (name, surname)</p> <p>Date: 2016 04 11</p> <p>S.P.</p>	<p>For the Contracting authority: Joint Technical Secretariat Code 300075874 Address Konstitucijos av. 7, LT-09308 Vilnius, Lithuania Tel. (8 5) 261 0477, fax. (8 5) 261 0498 B.a. LT96 7300 0100 8797 0053 „Swedbank“, AB</p> <p><u>Director</u> (position) <u>Auksė Bernadišienė</u> (signature) <u>Auksė Bernadišienė</u> (name, surname)</p> <p>Date: _____</p>
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AN INVITATION TO SUBMIT TENDER

1. GENERAL PROVISIONS

1.1. Public entity Joint Technical Secretariat (Konstitucijos av. 7, LT-09308 Vilnius, entity code 300075874) (hereinafter – the Contracting Authority) performs a small value public procurement of services for creation / adoption of the monitoring systems of the Interreg V-A Lithuania-Poland cooperation programme (hereinafter – Lithuania-Poland Programme) and Latvia, Lithuania and Belarus CBC Programme within the European Neighbourhood Instrument for 2014-2020 (hereinafter – Latvia, Lithuania and Belarus Programme, hereinafter both together – Programmes) by the written survey method (hereinafter – the Procurement).

1.2. The Procurement is being performed by the public procurement organizer of the Contracting Authority.

1.3. The Procurement can be attended by all legal and natural persons, or group of legal entities (hereinafter – the Service Provider; both together with the Contracting Authority – Parties, and any of them separately – a Party).

1.4. The Procurement shall be carried out in accordance with the Law on Public Procurement, the Civil Code of the Republic of Lithuania, other legislation, governing public procurement, the Simplified Procurement Rules of the Contracting Authority, and the conditions of the invitation to submit tender.

1.5. Correspondence shall be carried on and the tender shall be submitted by e-mail info@vilniusjts.eu or fax (+370 5) 261 0498.

1.6. Contact person of the Contracting Authority - Renata Apanavičiūtė, tel. (+370 5) 261 0477, e-mail info@vilniusjts.eu.

2. THE OBJECT OF THE PROCUREMENT

2.1. The object of the Procurement is divided into two parts:

2.1.1. Services for creation / adoption of the monitoring system of the Lithuania-Poland Programme and

2.1.2. Services for creation / adoption of the monitoring system of the Latvia, Lithuania and Belarus Programme.

2.2. Anticipated value of the services for creation / adoption of the monitoring system of the Lithuania-Poland Programme is _____ euros.

2.3. Anticipated value of the services for creation / adoption of the monitoring system of the Latvia, Lithuania and Belarus Programme is _____ euros.

2.4. Monitoring systems consist of the databases which shall be used by the institutions administrating Programmes and digital application forms which shall be used by the applicants.

2.5. The specification of the purchased services is determined in the Annex 1 of the tender conditions „Terms of reference of the tender of services for creation / adoption of the monitoring systems of the Interreg V-A Lithuania-Poland 2014-2020 ENI Latvia-Lithuania-Belarus cross border cooperation Programmes” (hereinafter – Technical Specification).

2.6. The purchased services should be provided according to the schedules agreed with the Contracting Authority for each Programme separately. The anticipated date of the first call for proposals for Lithuania-Poland Programme is March 2016 and for the Latvia, Lithuania and Belarus Programme – August 2016. The digital application forms for the first call of proposals should be created not later than before 2 (two) weeks until the first call for proposals and by the end of the first call the databases should be created. The anticipated duration of the first call for proposals is 2-3 months.

2.7. During the entire contract validity period the Service Provider is obliged to provide consultations regarding technical supervision of the system to the Contracting Authority free of charge.

2.8. The tender for both or one part of this Procurement must be submitted using the form in the enclosed Annex 2 of these conditions.

3. REQUIREMENTS FOR THE TENDER PROPOSAL

3.1. The tender proposal must be submitted by e-mail info@vilniusjts.eu, fax (+370 5) 261 0498 or in person. Tenders submitted by other manner will not be accepted and evaluated.

3.2. One Service Provider can submit only one tender proposal (using the format in the Annex 2) – either as an individual Service Provider or as a member of a group of legal entities; any alternative tender shall not be accepted or evaluated. If the Service Provider submits more than one tender or as a member of a group of legal entities participates in submitting a number of tenders, all such tenders shall be rejected.

3.3. If the tender is being submitted for one part of this Procurement, either the 3rd or the 5th tables of the Annex 2 have to be filled in by the Service Provider. If the tender is being submitted for both parts of this Procurement, both tables (the 3rd and the 5th) of the Annex 2 should be filled in.

3.4. The prices of the services shall be calculated and indicated in Euros (rounding to 2 decimal places after comma). The price of the services must include VAT and all other taxes and expenses necessary for the due and complete fulfillment of the services.

3.5. The Service Provider must ensure the confidentiality and security of the information of the Contracting Authority.

3.6. Annex 2 must be signed by the head of the Service Provider or other authorized representative upon submission. The Contracting Authority keeps the right to ask for the originals of the submitted documents by the Service Provider.

3.7. A group of legal persons or a group of natural persons wishing to participate in the procurement of services shall provide a copy of joint activity contract.

4. SECURITY OF TENDER

4.1. The validity term must be indicated in the presented tender offer. Tender offer must be valid not less than 90 days after the deadline of the tender proposal submission. If validity term is not indicated in the tender offer, it shall be presumed that the presented tender offer is valid for the term indicated in the conditions of the tender.

4.2. The Contracting Authority shall not require the financial security of the tender offer.

5. SUBMISSION AND MODIFICATION OF TENDER

5.1. Tender offer must be submitted until **10 of February 2016 4:00 p. m.** (Lithuanian time).

5.2. The procurement organizer has a right to extend the time limit for the submission of the tender offers. The Service Providers shall be informed about the new deadline for the submission of the tender offers by e-mail or fax.

5.3. The Service Provider has a right to modify or cancel his tender until the deadline of the Procurement.

6. EVALUATION OF TENDERS

6.1. The submitted tenders shall be examined and evaluated by the procurement organizer.

6.2. The procurement organizer shall not examine whether the price of the submitted tender offer is too low.

6.3. The tender offers not complying with the requirements set out in the conditions of the tender shall be rejected.

6.4. The tender offers shall be evaluated by the **lowest price criterion**.

7. RANKING THE TENDER OFFERS AND SELECTION OF THE WINNER

7.1. The tender price specified in the parts „Total price Eur with VAT included“ of the 3rd and the 5th tables of the Annex 2 of the tender conditions shall be calculated summing the fixed price of the first part of services with the one hour rate of the second part of the table multiplied by the anticipated maximum number of hours.

7.2. The maximum amount of the hours for the further system development during the whole contract implementation period is shown in the 4th column „Quantity“ of the point 3 and 5 of the tender offer. This amount shall be used to compare the proposals and can change during the contract implementation period depending on the needs.

7.3. The procurement organizer shall evaluate tenders submitted by the Service Providers and, if there were more than one tender offer, determine a ranking list of the tender offers which complied with all the requirements, in the order of the increasing prices. If identical prices are quoted in a number of tenders, the Service Provider whose tender offer was registered earlier shall have the priority in the ranking list of the tender. The first tender offer in the ranking list is being determined as the winner.

7.4. The ranking list shall not be made in case only one Service Provider submits the tender offer and this tender offer shall be deemed as the winner in case it was not rejected basing to the conditions of the tender.

7.5. During the Procurement after receiving tender offers the Contracting Authority shall initiate the negotiations regarding the prices with Service Providers according to the ranking list.

7.6. The procurement organizer shall inform the Service Providers as soon as possible, but not later than within 5 working days after the decision is made about the following issues:

7.6.1. the rejection of the tender offers and the reasons for such decision;

7.6.2. the ranking list of the tender offers and the winner;

7.6.3. the decision to conclude the contract;

7.6.4. the reasons for the decision to suspend a contract and start the Procurement again;

7.6.5. cancellation of the Procurement.

8. CONCLUDING THE CONTRACT INCLUDING SPECIFIC CONDITIONS

8.1. The contracts for each part of the tender will be signed separately.

8.2. The suspension of term for concluding a contract is not applicable.

8.3. The Contracting Authority offers to sign the contract to the winner. The Service Provider is invited to sign the contract in writing. If the Service Provider offered to sign the contract refuses in written to sign it or does not arrive to sign the contract until the deadline or refuses to sign the contract with the conditions set in the tender documents, it is being considered that the Service Provider refused to sign the Contract. In this case the Contracting Authority offers to sign the contract to the Service Provider who was the second in the ranking list (after the winner).

8.4. The services shall be provided according to the needs of the Contracting Authority for 1 (one) year from the day when the contract comes into force. If none of the Parties declare in written to the other Party about the termination of the contract 1 (one) month before the termination of the contract, the contract is being extended for one more year with the same conditions, but not longer than for 3 (three) years in total.

8.5. The final price that the Contracting Authority will pay to the Service Provider depends on the amount of the services provided during the contract validity period.

8.6. Additional programming and system development works and their amounts which are indicated in the second part of tables of the 3rd and 5th points of the tender offer must be agreed by e-mail or fax with the Contracting Authority before their implementation.

8.7. The Contracting Authority pays to the Service Provider for the provided services transferring money within 15 working days after receiving the invoice from the Service provider and signing the Delivery and Acceptance Deed.

8.8. The contract can be terminated unilaterally if one of the Parties declare it in written to the other Party about the termination of the contract 30 calendar days in advance. Termination of the

contract does not discharge from the appropriate completion of the commitments.

8.9. All disputes arising from the contract are being solved by a good will or reaching agreement of both Parties. If it is not possible to solve the dispute within 30 (thirty) days from the beginning of the negotiations, it could be solved in the Courts of the Republic of Lithuania. The beginning of negotiations is the day when one of the Parties submits the request in written to the other Party with the offer to start negotiations.

8.10. The contract shall be interpreted and shall be settled by in compliance with the Laws of the Republic of Lithuania.

8.11. The conditions of the contract can not be changed during the whole validity period of the contract, except those conditions that do not offend the Law on Public Procurement.

8.12. The price of the services is constant and cannot be changed during the validity of the contract except the change of VAT for services regulated by law. The price of the services is being recalculated when the VAT rate is being changed. In this case the agreement is being signed between the Parties and it becomes the inseparable part of the contract. The new price is being applied for the services provided after the agreement comes into force.

8.13. In case other taxes or fees change, no changes of the pricing shall be made.

9. PROCEDURE OF EXAMINATION OF CLAIMS AND COMPLAINTS

9.1. Every Service Provider who believes that Contracting Authority has not complied with the requirements of Public Procurement Act and violated or will violate his lawful interests, shall have the right to make a claim about the actions or decisions of the Contracting Authority. The procedure of the examination of the claims is provided in the section V of the Law on Public Procurement.

9.2. The Contracting Authority shall examine only the claims that have been received prior to the conclusion of the procurement contract.

9.3. On the receipt of the claim from the Service Provider in written, the Contracting Authority shall suspend the procurement procedures until the claim is examined and a decision is taken.

Annex 1 to
Tender conditions of small value public
procurement of services for creation /
adoption of the monitoring systems of the
Interreg V-A Lithuania-Poland cooperation
Programme and Latvia, Lithuania and Belarus
CBC Programme within European
Neighbourhood Instrument for 2014-2020 by
written survey method

**TERMS OF REFERENCE
OF THE PROCUREMENT OF SERVICES
FOR CREATION / ADOPTION OF THE MONITORING SYSTEMS
OF THE INTERREG V-A LITHUANIA-POLAND COOPERATION PROGRAMME AND
LATVIA-LITHUANIA-BELARUS
CROSS BORDER COOPERATION PROGRAMME WITHIN ENI 2014-2020**

1 GENERAL FEATURES OF THE MONITORING SYSTEM

1.1 System

The main aim of the monitoring system is to have a tool for a relevant Programme, i.e. for the Interreg V-A Lithuania-Poland cooperation programme (hereinafter – Lithuania-Poland Programme) and Latvia, Lithuania and Belarus CBC Programme within European Neighbourhood Instrument for 2014-2020 (hereinafter – Latvia, Lithuania and Belarus Programme, hereinafter both together – Programmes) for collecting and storing financial and monitoring data for each project and generating reports on project and Programme levels. Monitoring system consists of a database which shall be used by the institutions administrating Programmes and a digital application form which shall be used by the applicants. In the database all data regarding projects received, projects contracted, usage of the EU funds as well as total project costs with national co-financing and expenditure from technical assistance (hereinafter – TA), implementation status and achievement of the planned indicators on the project and Programmes levels shall be collected.

The expected result of the databases is an automate system ensuring reliability and control on the expenditure declared to the European Commission (hereinafter – EC) and allowing quick and user-friendly analysis of the usage of the EU funds and national co-financing and of the achievement of the planned indicators. The systems should also allow exporting data in different formats for preparation of other reports not generated by the databases. The databases also are a tool for ensuring a better audit trail and user-friendly monitoring of the projects through the project records, including the ones on correspondence with the projects and the changes in them.

The main functions of the databases are:

- keeping a record and data of all submitted projects/applications;
- keeping a record and data of all contracted projects and TA;
- supporting administration and monitoring of projects and Programmes;
- keeping a record on all monitoring data and supporting management and control of projects and Programmes;
- keeping a record on all financial data and supporting financial management of projects and Programmes and preparation of the annual reports and declarations to the EC;
- a tool for search and analysis of projects / Programmes data and generating reports / statistics.

The monitoring systems must be adapted for the purposes of the Lithuania-Poland Programme and for the Latvia-Lithuania-Belarus Programme from the currently used systems and if possible maximum of the equipment and licenses already purchased should be used.

The systems must monitor the financial, physical and procedural progress of all the projects and Programmes, but further developments must be possible.

The workstation of the monitoring systems is planned to be situated in the premises of the Contracting Authority, however there should be possibility to move it to the other environments.

1.2 User Environment

The users of the monitoring systems shall be not only from Lithuania, but also from the other countries of the Programmes (Poland, Latvia and Belarus). The network shall consist of the limited number of the permanent users, but the systems must be open for more users than needed in the beginning. There should be possibility to connect users who will be based internally in the Contracting Authority, as well other users who will be external.

Access to the system must be personalized to guarantee data protection. According to their tasks, different desk officers must have different levels of access to the system (full access, limited access, read-only access). Data input should be time and user recorded.

1.3 Technical Specifications

Monitoring system must function in Microsoft Windows or FileMaker environment and be compatible with MS tools (Word, Excel, Office Outlook) and run on a server owned by the Contracting Authority.

The monitoring system software must be the same as the one used for the current monitoring system of the Contracting Authority or could be updated for the reasonable price.

The system interface must run in English language, which is the working language of the Programmes. But further developments, if needed, to introduce several languages must be possible.

The system must run in a centralized way, data input must be decentralized and system must be capable to deal with the high flow of data. It must generate documents in MS Word, MS Excel and Adobe Reader or similar formats.

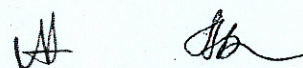
1.4 Application form and registration of projects

The digital format application forms must be integrated with the monitoring systems. Applicants must be capable to download such application easily form from the website of the Contracting Authority. An applicant should not be obliged to have any special software installed on his/her computer to use the electronic application form. Application form shall be available in English.

There is one type of the application form for one call, some small changes for other calls may be needed. The example of the application form of the previous programming period, the descriptions of application form fields, budget tables and interconnections can be found in the e-version of the Application Form and the guidelines on filling in and submitting the Application Form on the Programmes websites www.lietuva-polska.eu and www.enpi-cbc.eu. The digital application form in all cases must be interconnected with annexes which are of standard form.

Application forms filled by the applicant using digital self unwrapping application form, when received by the Contracting Authority, must be imported into the monitoring system and be manually given an unique identification number.

There must be a possibility to put the data into the monitoring system retrospectively (manually).



1.5 Predefined data formats

The monitoring systems must offer a various choice of predefined search lists, reports and statistics. However, there should be possibility to create the needed reports easily, using other data formats (such as MS Word, MS Excel and Adobe Reader or similar).

1.6 Actions history

The monitoring systems should contain a tracking system enabling to identify which user and when has stored or removed any data concerning the relevant project.

1.7 Ownership, maintenance and technical assistance

The created monitoring systems shall be fully owned by the Contracting Authority.

Maintenance, support and development of the monitoring systems must be guaranteed with the help of an IT expert after the first tested version shall be let to run and used by the users.

Help functions must be introduced in the system menus.

2 SPECIFIC FEATURES OF THE MONITORING SYSTEM

2.1 Currency

The only currency to be used in the applications and statistics is Euro.

2.2 Unique random identification number

As applicants tend to do lots of mistakes while filling an application form, the Contracting Authority is requesting corrections/clarifications. Taking this into account the monitoring system should be able to handle to store several application forms for the same project.

Moreover, each application form should automatically get a random identification number, which changes as soon as any change is done in the application form. In such a way the Contracting Authority could be assured that the submitted e-version and hard copy are identical.

2.3 Parts of the database

The currently used monitoring systems contain the parts listed below (it should be noted that not all parts are the same for each Programme, the level of changes needed for the first version of the database is indicated in the table). The content of the monitoring systems being purchased shall be similar, however some changes shall be needed and further developments of additional parts should be possible if needed in the future.

Annex 2 to
Tender conditions of small value public
procurement of services for creation / adoption of
the monitoring systems of the Interreg V-A
Lithuania-Poland cooperation Programme and
Latvia, Lithuania and Belarus CBC Programme
within European Neighbourhood Instrument for
2014-2020 by written survey method

**TENDER OFFER FOR THE SERVICES
FOR CREATION / ADOPTION OF THE MONITORING SYSTEMS OF THE
PROGRAMMES**

2016-02-17

(Date)

Stockholm, Sweden

(Place)

Name of the Service Provider <i>If a group of legal entities is taking part, names of all participants have to be entered!</i>	Matts Lindman Konsult AB
Address of the Service Provider	Broholmsvaegen 43, 19331 Sigtuna, Sweden
Company code	556337-6184
Name, surname of a person in charge of the tender	Matts Lindman
Telephone number	+46 7000 28802
Fax	
E-mail	matts.lindman@sll.se

1. By this tender offer we hereby certify and affirm that we agree with all the conditions of the Procurement set out in the tender documents.

2. Basing the requirements specified in the conditions of the tender we submit a tender offer for the procurement of services for creation / adoption of the monitoring system of the Lithuania-Poland programme and confirm that the services offered meet all the requirements specified in the conditions of the tender. The price offered is _____ Eur including VAT ("Total price Eur with VAT included" – in numbers and words).

3. The price for the services for creation / adoption of the monitoring system of the Lithuania-Poland Programme specified in this table:

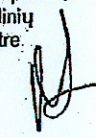
No.	Title of services	Price of the tender with VAT excluded, Eur	Maximum amount of hours	Price of the tender with VAT included, Eur
1	2	3	4	5
1.	Creation of the monitoring system and digital application form for the first call of proposals for the Lithuania-Poland Programme, including the corrections of errors			
2.	hourly rate for the further system			

Viešoji įstaiga
Konstitucijos pr. 7,
LT-09308 Vilnius
Tel. (8 5) 261 0477
Faks. (8 5) 261 0498

info@vilniusjts.eu
www.vilniusjts.eu
www.lietuva-polska.eu
Įmonės kodas 300075874

PVM mokėtojo kodas
LT 150002911219
„Swedbank“, AB
LT 96 7300 0150 8797 0053

Duomenys kaupiami ir
saugomi Juridinių
asmenų registre.




No.	Title of services	Price of the tender with VAT excluded, Eur	Maximum amount of hours	Price of the tender with VAT included, Eur
	development (if needed)			
Total price in Eur with VAT included (1+2 services):				

4. Basing the requirements specified in the conditions of the tender we submit a tender offer for the procurement of services for creation / adoption of the monitoring system of the Latvia, Lithuania and Belarus Programme and confirm that the services offered meet all the requirements specified in the conditions of the tender. The price offered is _____ Eur including VAT ("Total price Eur with VAT included" – in numbers and words)

5. The price for the services for creation / adoption of the monitoring system of the Latvia, Lithuania and Belarus Programme specified in this table:

No.	Title of services	Price of the tender with VAT excluded, Eur	Maximum amount of hours	Price of the tender with VAT included, Eur
1	2	3	4	5
1.	Creation of the monitoring system and digital application form for the first call of proposals for the Latvia, Lithuania and Belarus Programme, including the corrections of errors			
2.	hourly rate for the further system development (if needed)			
Total price in Eur with VAT included, (1+2 services):				

6. For the implementation of the contract the following subcontractors shall be invited (to be filled in in case the subcontractors are foreseen):

No.	Subteikėjo pavadinimas

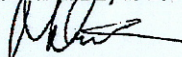
7. Confidential information in this tender:

No.	Title of the Submitted Document

Note. If the Service Provider does not indicate which information is confidential it is considered that there is no confidential information in the tender.

8. Tender is valid until 2016 May 15

Stockholm February 17 2016



(Name, Surname and Signature of Service Provider or authorised representative)

Matts Lindman

Matts Lindman Konsult AB


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saugomi Juridinių
asmenų registre



„Austroji būklė“

Adriana Birbilienė
2016-04-07

<i>Part of the database</i>		<i>Information</i>	<i>Changes needed for Lithuania-Poland Programme</i>	<i>Changes needed for Latvia-Lithuania-Belarus Programme</i>
Project	Key-info	Main information about the project and access to the parts of the Application Form	Minor	Minor
	Diary	All information regarding the correspondence with project	Additional functionalities needed	Minor
	Contact	Main information about the Lead Beneficiary of the Project	Minor	Minor
	Beneficiaries	Basic information about all project beneficiaries	Minor	Minor
	Indicators	Information about planned and reached indicators of the project and implemented information activities	Minor	Additional functionalities needed
	Finance	Information regarding financial situation of the project and budget reallocations, irregularities and recoveries (filled in only for the approved projects)	Firstly only information about financial situation of the project shall be needed	Additional functionalities needed
	Reporting periods	Reporting schedule and information regarding submission of reports (filled in only for the approved projects)	Minor	Currently not present, will have to be added.
	Checks on spot	Information regarding planned and performed checks on spots by all Programme institutions (filled in only for the approved projects)	Minor	Additional functionalities needed
	Changes	Information regarding changes in the projects (filled in only for the approved projects)	Additional functionalities needed	Additional functionalities needed
List		List of all projects	Minor	Minor
Search		Portal for quick search of project or projects with specific information	Minor	Minor
Reports		Standard reports which can be created at the project or Programme level (regarding finances, indicators, declarations to EC, etc.)	Minor	Minor

2.4 Financial information

The systems must contain all information about the values of the projects, EU funds allocated, paid out amounts (advance payments or according to the received reports) and declared amounts to the EC by projects and from the TA budget. The systems must generate standard statistics per project and per Programme.

The information regarding irregularities, amounts recovered should be visible by project and also on the Programme level.

There must be a separate part about declarations submitted to EC and payments received.

2.5 Output and result indicators

The system must generate statistics per project and per Programme on total number of expected outputs and results of the indicators for each priority and specific objective using data regarding indicators listed in the contracted application forms: total number of outputs, results achieved per indicator and what is the proportion level of success in the implementation per indicator, per priority and specific objective – forecast and realization.

Annex 2 to

Tender conditions of small value public procurement of services for creation / adoption of the monitoring systems of the Interreg V-A Lithuania-Poland cooperation Programme and Latvia, Lithuania and Belarus CBC Programme within European Neighbourhood Instrument for 2014-2020 by written survey method

**TENDER OFFER FOR THE SERVICES
FOR CREATION / ADOPTION OF THE MONITORING SYSTEMS OF THE
PROGRAMMES**

(Date)

(Place)

Name of the Service Provider <i>If a group of legal entities is taking part, names of all participants have to be entered!</i>	
Address of the Service Provider	
Company code	
Name, surname of a person in charge of the tender	
Telephone number	
Fax	
E-mail	

1. By this tender offer we hereby certify and affirm that we agree with all the conditions of the Procurement set out in the tender documents.

2. Basing the requirements specified in the conditions of the tender we submit a tender offer for the procurement of services for creation / adoption of the monitoring system of the Lithuania-Poland programme and confirm that the services offered meet all the requirements specified in the conditions of the tender. The price offered is _____ Eur including VAT ("Total price Eur with VAT included" – in numbers and words).

3. The price for the services for creation / adoption of the monitoring system of the Lithuania-Poland Programme specified in this table:

No.	Title of services	Price of the tender with VAT excluded, Eur	Maximum amount of hours	Price of the tender with VAT included, Eur
1	2	3	4	5
1.	Creation of the monitoring system and digital application form for the first call of proposals for the Lithuania-Poland Programme, including the corrections of errors			
2.	hourly rate for the further system development (if needed)		80	
Total price in Eur with VAT included (1+2 services):				

4. Basing the requirements specified in the conditions of the tender we submit a tender offer for the procurement of services for creation / adoption of the monitoring system of the Latvia, Lithuania and Belarus Programme and confirm that the services offered meet all the requirements specified in the conditions of the tender. The price offered is _____ Eur including VAT ("Total price Eur with VAT included" – in numbers and words)

5. The price for the services for creation / adoption of the monitoring system of the Latvia, Lithuania and Belarus Programme specified in this table:

No.	Title of services	Price of the tender with VAT excluded, Eur	Maximum amount of hours	Price of the tender with VAT included, Eur
1	2	3	4	5
1.	Creation of the monitoring system and digital application form for the first call of proposals for the Latvia, Lithuania and Belarus Programme, including the corrections of errors			
2.	Hourly rate for the further system development (if needed)		80	
Total price in Eur with VAT included, (1+2 services):				

6. For the implementation of the contract the following subcontractors shall be invited (to be filled in in case the subcontractors are foreseen):

No.	The subcontractors

7. Confidential information in this tender:

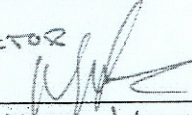
No.	Title of the Submitted Document

Note. If the Service Provider does not indicate which information is confidential it is considered that there is no confidential information in the tender.

8. Tender is valid until 2016 _____

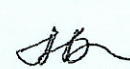
(Name, Surname and Signature of Service Provider or authorised representative)

The Service Provider

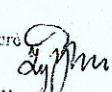
DIRECTOR

 MĀRIS LINDERĀNS
 (position, name, surname, signature)

Date 2016 04 11
 S.P.

The Contracting authority

Direktorė

 AUKŠĖ BERNADIŠIENĖ
 Director
 (position, name, surname, signature)



Vyriausioji buhalterė

 Žydrūnė Birbilienė
 2016-04-07

DELIVERY AND ACCEPTANCE DEED No.

1. The Service provider delivering services to the Contracting authority:

Delivery date	Description of works done	Programming hours

2. The Contracting authority herewith agreed / not agreed that the services are delivered in the right format, time and quality.

The Service provider

.....
(position, name, surname, signature)

Date
S.P.

The Contracting authority

Director
(position, name, surname, signature)

Date
S.P.

The Service Provider

MATYS JINDRAKAS
[Signature]
DIRECTOR

.....
(position, name, surname, signature)

Date 20160407
S.P.

The Contracting authority

Direktorė

[Signature]
Aukšė Bernadišienė

Director
(position, name, surname, signature)



Vyriausioji buhalterė
[Signature]
Žvdrūnė Birbilienė
2016-04-07