



**NATO
ENERGY SECURITY
CENTRE OF EXCELLENCE**
Šilo str. 5A, LT-10322 Vilnius, Lithuania
www.enseccoe.org



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DATE: 10 December 2020

TO:

SUBJECT: **INVITATION TO THE TENDER FOR THE PROCUREMENT
OF DOCUMENT MANAGEMENT SYSTEM**

REFERENCES:

- A. NATO Glossary of terms and definitions AAP-06, 2014 edition;
- B. ENSEC COE Administrative Regulation, (09/08/2018 Ver. 4.0);
- C. ENSEC COE Public Procurement Procedures, (02/04/2019 Ver. 4.0).

Please find attached invitation to the tender for the procurement of *Document Management System* to be conducted by the NATO Energy Security Centre of Excellence (hereinafter – NATO ENSEC COE).

COL Romualdas PETKEVIČIUS
Director

ANNEX:

Terms and Conditions of Formal Bidding Procedure for Procurement of the *Document Management System*

ACTION OFFICER (or POC): Mr. Rima Budreckienė
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**TERMS AND CONDITIONS OF FORMAL BIDDING PROCEDURE FOR
PROCUREMENT OF THE DOCUMENT MANAGEMENT SYSTEM**

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I. GENERAL PROVISIONS

1.1. The NATO Energy Security Centre of Excellence (hereinafter referred to as NATO ENSEC COE or the Contracting Authority) intends to procure the program of Document management system (hereinafter referred to as the Services). Implementation of the project will be conducted in several stages: program adaptation, installation, staff training and product guarantee services.

1.2. The Procurement will be conducted in accordance with NATO ENSEC COE Public Procurement Procedures (ver. 4 (02/04/2019)) and these terms and conditions of the Formal Bidding (hereinafter referred to as the Terms and Conditions).

1.3. The Contracting Authority set up a Contract Award Committee (hereinafter referred to as the CAC) for the purpose of organising the bidding and evaluating the results, which shall be entrusted with all the powers necessary for the performance of the tasks assigned.

1.4. Procurement shall comply with the principles of equal treatment, non-discrimination, transparency, mutual recognition, proportionality and confidentiality. Decisions on the Terms and Conditions are based on the principle of rationality.

1.5. The Contracting Authority is not a payer of value added tax (VAT).

1.6. The bid of the Supplier who has confirmed its participation by e-mail (hereinafter referred to as the Supplier) shall consist of the following documents and data:

1.6.1. a completed bid form drawn up in accordance with Annex 1 *Bid (Part A and B)* (hereinafter –Annex 1). The price must include all taxes and all Supplier's costs, state the Supplier's warranty period in months.

1.6.2. the power of attorney authorising the signing of the Supplier's bid (applicable when the bid is approved not by the head of the company but by an authorised person);

1.6.3. other information and/or documents requested in the Terms and Conditions.

1.7. Any information, explanations of the Terms and Conditions, notices or other correspondence between the Contracting Authority and the Supplier shall be sent only by e-mail (notices shall be received by the Supplier users who have accepted the invitation by sending consent to participate in the procurement by e-mail). Persons authorised to maintain direct contact with Suppliers:

- *Rima Budreckienė (concerning the procedure of procurement organisation), tel. +370 612 03 459, e-mail address - rima.budreckiene@enseccoe.org.*
- *Tomas Plėta (concerning technical requirements) tel. +370 612 30 838 e-mail address - tomas.plėta@enseccoe.org.*

1.8. The Contracting Authority shall set the following terms for this procurement:

Table 1

	APPLICABLE / NOT APPLICABLE TO THIS PROCUREMENT	DATE (TIME, IF NEEDED) / NUMBER OF DAYS	NOTES
1. Term for submission of the request for clarification of the procurement documents to the Contracting Authority	Applicable	Not later than 5 (five) business days before the end of the term for submission of bids	-
2. Term for the Contracting Authority to send explanations or	Applicable	Not later than 3 (three) business days before the end of the term for submission of bids	All explanations, clarifications are sent by e-mail

clarifications on the procurement documents			
3. Term for submission of bids	Applicable	14 January 2021 from 8 a.m. to 10 a.m. (the Republic of Lithuania time)	The Contracting Authority shall have the right to extend the term for submission of bids by announcing it on its website www.enseccoe.org and sending a notice to the Suppliers by e-mail.
4. Meeting to get acquainted with bids	Applicable	14 January 2021 at 11 a.m. (the Republic of Lithuania time)	The Contracting Authority, after extending the term for the submission of bids, shall postpone the date of the meeting to get acquainted with bids accordingly by sending a notice to the suppliers by e-mail.
5. Bid expiry date	Applicable	90 calendar days after the end of the term for submission of bids	Before the expiry of the bids, the Contracting Authority shall have the right to request the Suppliers to extend the validity thereof until a specified date.
6. Term within which the Contracting Authority must inform Suppliers of the results of the verification	Applicable	Not later than within 5 (five) business days from the date of the decision	—
7. Term of postponement of contract award	Applicable	Not later than 5 (five) business days from the date of announcement of the winner. Not applicable if only one	—

		Supplier is involved in the procurement	
8. Term within which the Contracting Authority must inform each Supplier of the decision to award the contract	Applicable	Not later than within 5 (five) business days from the date of the decision	–
9. Term for making a claim to the Contracting Authority	Applicable	Not later than within 5 (five) business days from the date of sending a written notice of the Contracting Authority on its decision to the Suppliers	–
10. Term for the Contracting Authority to examine the Supplier's claim, make a reasoned decision and inform the Suppliers in writing	Applicable	Not later than within 5 (five) business days of receipt of the claim	–

II. PROCUREMENT OBJECT

2.1. The project Document management system is including 8 (eight) several modules:

- *Request for leave or Compensatory Day off;*
- *Internship/Fellowship;*
- *Public Procurement;*
- *Recommendation for Recognition;*
- *Work from Remote Location;*
- *Travel on Duty (TDY);*
- *TDY Expense Report;*
- *Directors' Order.*

The Contracting Authority will order each module on a separate request.

2.2. A Supplier may submit only one bid.

2.3. Evaluation criterion: lowest price.

2.4. The characteristics of the Services to be procured are set out in Annex 2 Technical Specification for Document Management System to Terms and Conditions (hereinafter referred to as Annex 2). Services offered for sale must meet the requirements set out in Annex 2.

2.5. No contract extension is foreseen.

2.6. Alternative bids are not available.

2.7. The Supplier may not rely on the capacity of other economic operators.

2.8. The Supplier shall confirm, at the time of submitting a bid, that all costs and fees have been included in its bid and that the Supplier assumes all risk for all expenses which the Supplier was obliged to include in the bid price at the time of bid submission and in accordance with the

requirements set out in the procurement documents. If the Supplier wins the bidding, no further claim for error in the amount or conditions of the bid will be accepted.

III. GROUNDS FOR SUPPLIER EXCLUSION

3.1. The Supplier shall meet the following requirements for the absence of grounds for exclusion:

Table 2

Entry No.	Grounds for exclusion	Documentary evidence of compliance
3.1.1	<p>For a Supplier who is a natural person or a manager of a Supplier who is a legal entity, another organisation or a division thereof, another member of the management or supervisory body or another person entitled to represent or control the Supplier on its behalf, to enter into a transaction, whether the accountant (s) or any other person (s) entitled to draw up and sign the Supplier's accounting records has not been convicted of a crime within the past 5 years or it does not have a criminal record for the following criminal offenses:</p> <ol style="list-style-type: none"> 1) participation, organisation or management of a criminal organisation; 2) bribery, trading in influence, subornation; 3) fraud, misappropriation of assets, misrepresentation of a legal entity, misuse of credit, loan or targeted support, credit fraud, misrepresentation of income, profits or assets, failure to submit a declaration, statement or other document, fraudulent accounting or abuse; 4) criminal bankruptcy; 5) terrorist offence and terrorist-related offence; 6) legalisation of the proceeds of a crime; 7) trafficking in human beings, buying or selling of children. 	<p>Extract from a court decision or a document issued by the Information Technology and Communications Department under the Ministry of the Interior or State Enterprise Centre of Registers certifying joint data processed by competent authorities or, if the Supplier is registered in a foreign country, a document issued by a foreign authority less than 60 days before the end of the term for submission of bids.</p> <p>If the document is issued earlier but has a longer validity period than the term for the submission of bids, such document shall be admissible during its period of validity.</p>
3.1.2	<p>For defaults on tax payments, including social security contributions, in accordance with the requirements of the country in which the Supplier is registered.</p>	<p>The Supplier has fulfilled its obligations regarding payment of taxes, documents submitted: document issued by the State Tax Inspectorate under the Ministry of Finance of the Republic of Lithuania or a document issued by the State Enterprise Centre of</p>

		<p>Registers in accordance with the procedure set forth by the Government of Lithuania certifying joint data processed by the competent authorities, if the Supplier is registered in a foreign country, a document issued by the relevant foreign authority not earlier than 60 days before the end of the term for submission of bids.</p> <p>If the document has been issued earlier but states that it is valid on the date of the examination of the bids, such document shall be admissible.</p>
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3.2. If the Supplier is unable to provide the specified documents required by the Terms and Conditions, as such documents are not issued in a foreign country or the documents issued in that country do not cover all the issues raised (if similar questions are raised in the Terms and Conditions), it may be replaced by a Supplier's Declaration (Annex 4).

3.3. The CAC shall exclude the Supplier from the bidding at any stage of the bidding if it is found that due to its actions or omissions before or during the bidding procedure it satisfies at least one of the grounds for exclusion specified in Clause 3.1.

IV. USE OF SUBCONTRACTORS

4.1. The Supplier shall not be required to indicate in the bid which subcontractors will be used for the performance of the contract and may subsequently indicate this information if it is awarded the contract.

4.2. The CAC does not limit the possibility for Suppliers to use subcontractors to perform essential tasks.

V. REQUIREMENTS FOR PREPARATION AND SUBMISSION OF BIDS

5.1. The bid must be submitted in non-electronic form by sending the envelope via the service provider or other suitable carrier to the address Šilo st. 5A, LT-10322 Vilnius, Lithuania **from 8 (eight) a.m. to 10(ten) a.m. on the 14 January 2021.**

5.2. **The Supplier shall prepare the bid in English.** If the relevant documents are in Lithuanian or another language, a certified translation must be provided. Certification of the translation shall be considered adequate if the translated document is signed by the translator or by the Supplier or its authorised representative and, in such a case, the translation shall prevail during the evaluation of the bid. The CAC reserves the right to require the translation of the document be signed by the translator and include a seal of the translation office and/or to have the translator's signature notarised in case of doubts as to the content of the original document.

5.3. In case of doubt as to the conformity of the certified copy with the original, the CAC reserves the right to require that the original documents be submitted.

5.4. Suppliers must indicate in their bid which information contained in the bid (Annex 1 to the Terms and Conditions, table concerning confidential information) is confidential, if any. The Supplier's entire bid cannot be considered as confidential information. Confidential information may include, but is not limited to, trade (production) secrets and confidential aspects of bids.

VI. REQUIREMENTS FOR DOCUMENTS PROVING SUPPLIER QUALIFICATION

6.1. The Supplier participating in the procurement must meet the following qualification requirements:

Table 3

Entry No.	Qualification requirements	Documents and information to be provided by the Supplier seeking to prove that its qualification meets the requirements
6.1.1.	The Supplier shall have the right to engage in the activities necessary for the performance of the Procurement Contract.	<p>The Supplier registered in the Republic of Lithuania shall submit: a copy of the extended extract of the Register of Legal Entities of the Republic of Lithuania issued by the State Enterprise Centre of Registers or other documents certifying the Supplier's right to engage in activities related to the procurement object.</p> <p>If the Supplier is registered in a foreign country, a document issued by a foreign authority (professional or activity handler, institution authorised by the state as established in the country where the Supplier is registered) certifying the Supplier's right to engage in the relevant activity.</p>
6.1.2.	The average gross annual turnover over the last three financial years or, where the Supplier has operated for less than three financial years, from the date of the Supplier's registration is at least 150 000,00 EUR.	<p>The income statement (the original copy or a copy certified by the manager of the entity) approved by independent auditors for the last three financial years or, where the Supplier has operated for less than three financial years, from the date of corporate registration.</p> <p>A document issued by the relevant foreign authority not earlier than 60 days before the end of the term for submission of bids.</p>

VII. CLARIFICATION AND EXPLANATION OF BIDDING TERMS AND CONDITIONS

7.1. The Contracting Authority shall respond to each written request of the Supplier submitted by electronic means to explain the Terms and Conditions, if the request is received not later than 5 days before the end of the term for submission of bids. The Contracting Authority shall reply to the Supplier's timely request for clarification of the Terms and Conditions not later than 3 days before the end of the term for submission of bids. The Contracting Authority, in reply to the Supplier by electronic means of correspondence, shall simultaneously send the explanations by electronic means to all other Suppliers, but shall not indicate from whom the request for clarification was received. Before the end of the term for submission of bids, the Contracting Authority may, on its own initiative, clarify (revise) the Terms and Conditions by electronic means. In the event of revisions to published

information, the Contracting Authority shall publish a corrigendum notice on its website and, where appropriate, extend the term for submission of bids to a reasonable period within which the Suppliers may take such revisions into account in the preparation of bids.

7.2. Any information, explanations of the Terms and Conditions, notices or other correspondence between the Contracting Authority and the Supplier shall be carried out only by electronic means.

7.3. The Contracting Authority has no plans to hold a meeting with the Suppliers.

VIII. TIME AND PROCEDURE FOR CONSIDERATION OF BIDS

8.1. A hearing on the bids will take place at the CAC meeting from **11 a.m. on 14 January 2021** at Šilo st. 5A, Vilnius, NATO ENSEC COE.

8.2. Suppliers shall not attend the CAC meetings intended to get acquainted with the bids received in paper envelopes.

IX. EXAMINATION, EVALUATION AND COMPARISON OF BIDS

9.1. The Contracting Authority will first assess the absence of grounds for exclusion and the documents confirming compliance with the qualification requirements.

9.2. The Contracting Authority shall evaluate the bids in accordance with the price and compliance with the established requirements.

9.3. In assessing the bids, the CAC shall:

9.3.1. determine whether the bid is properly submitted and complies with Section V, Requirements for Preparation and Submission of Bids;

9.3.2. verifies whether the bid complies with the requirements set out in the Terms and Conditions, whether the Services specified in the Suppliers' bids meet the requirements of the technical specification, if necessary, applies for clarification of the bid, etc. If a Supplier has provided inaccurate, incomplete or false documents or data on compliance with the requirements of the procurement documents or such documents are missing, the Supplier shall, within a reasonable term, the CAC shall request the Supplier to rectify, supplement or clarify these documents or data in accordance with the principles of equality and transparency. Only documents or data regarding lack of grounds for exclusion of the Supplier, compliance with qualification requirements, power of attorney issued to a person by the Supplier to sign the application or bid may be rectified, supplemented, clarified and re-submitted;

9.3.3. assess whether the prices offered by the Suppliers are not excessive and unacceptable;

9.3.4. may ask Suppliers to rectify, supplement or clarify their bids, but may not request, suggest or authorise changes to the substance of the bid, such as changing the price or making other changes that would make the bid that does not meet the requirements of the procurement documents become compliant with the requirements of the procurement documents. If the Contracting Authority finds errors in the bid price or cost calculation during the evaluation of the bids, it shall ask the Suppliers to correct the arithmetical errors noted in the bid within the term specified by it, without changing the price recorded during the examination of the bids. When correcting arithmetical errors in the bid, the Supplier may correct the price or cost components, but shall not have the right to refuse the price or cost components or to add new price or cost components. If the Supplier fails to correct the arithmetical errors and/or to explain the bid within the term specified by the Contracting Authority, its bid shall be rejected as not complying with the requirements specified in the procurement documents;

9.3.5. in the case of abnormally low bids submitted, the CAC shall require the Supplier to justify the price of the Services, their components or costs, if they appear abnormally low. In all cases, the price or cost of the Services specified in the bid shall be considered as abnormally low if it is 30%

or more lower than the arithmetic average of all Suppliers whose bids are not rejected for other reasons and whose bid price does not exceed the arithmetic average of the funds issued for the procurement, bid prices or costs. In order to justify abnormally low prices, the CAC shall contact the Supplier and request the submission of any bid details it considers necessary, including price components and calculations.

The Contracting Authority shall reject a bid which is abnormally low if the Supplier fails to provide adequate evidence of the justification of the minimum price offered;

9.3.6. the amendments required shall be made exclusively by electronic means. Failure of the Supplier to respond by the date and time specified in the inquiry or late submission of the response and supporting information shall be considered as the failure of the Supplier to reply;

9.4. Following an abnormally low bid evaluation procedure, the order of the bids shall be established in ascending order (except where the bid is submitted by only one Supplier). In cases where the price of several Suppliers' bids is the same, the Supplier whose bid was submitted at the earliest shall be ranked above in this preliminary order.

9.5. The Supplier shall submit a single bid for two parts of procurement.

9.6. Suppliers may not participate in the procedures for getting acquainted with the bids, analysing, evaluating and comparing them.

X. REASONS FOR THE REJECTION OF BIDS

10.1. The bid shall be rejected if:

10.1.1. Supplier submitted the bid not in an envelope by sending it through the service provider or another suitable carrier;

10.1.2. the Supplier's grounds for exclusion specified in Clause 3.1 are present and/or the Supplier did not meet the qualification requirements specified in Clause 6.1 or upon request of the Contracting Authority failed to submit or clarify inaccurate or incomplete qualification data and information on absence of grounds for exclusion;

10.1.3. the bid does not meet the requirements set out in the procurement documents (the submitted documentation does not meet the requirements set out in the procurement documents: the "Bid" is not properly completed/is not submitted; the total price of the bid exceeds the planned price, the offered Services do not meet the requirements of the technical specification.

10.1.4. the Supplier has failed to provide adequate evidence of the justification of the minimum bid offered;

10.1.5. the Supplier does not correct the arithmetical errors noted in the bid within the term specified by the Contracting Authority and/or does not clarify or explain the bid;

10.1.6. The Supplier has submitted inaccurate, incomplete documents, which are included in the procurement documents, and are submitted together with the bid: Supplier's Power of Attorney issued to a person to sign the bid;

10.1.7. The Supplier has provided false information about the compliance with the established requirements, which the Contracting Authority can prove by any lawful means;

10.1.8. if the Supplier submits more than one bid.

XI. CONTRACT AWARD DECISION

11.1. The Contracting Authority shall immediately evaluate the bids submitted and determine the ranking of bids in order to decide on the winning bid in accordance with the evaluation criteria and procedure set out in the procurement documents (except in the case when only one Supplier submits a bid). Bids shall be ranked in ascending order of price.

11.2. Within five business days of the date of the award, the CAC shall inform the Suppliers about:

1) the decision to determine the winning bids which will be the subject of the procurement contract;

2) indicate the determined order of bids (if any);

The Contracting Authority shall also indicate the reasons for the decision not to award the contract, to renew the procurement (if such decision has been taken).

11.3. The Contracting Authority, the CAC, its members or experts and other persons shall not disclose information provided by the Supplier which has been declared confidential by the Supplier.

11.4 Pricing Rules:

11.6.1. Contract price is the price of the Supplier's bid;

11.6.2. The price of the Services shall include all taxes, including VAT, all taxes and fees payable by the Supplier, including any customs duties and fees, transportation costs to the customer, packing, loading, transit, inspection, insurance and other costs relating to the supply of Services which are necessary for the proper performance of the Contract. The VAT on import, if any, shall be borne by the Supplier as well as any costs incurred in the preparation and submission of the documents required by the customer. The Supplier shall not be entitled to claim any costs exceeding the price of the bid;

11.6.3. The price of the Services specified in the Annex to the Contract titled "Bid" is fixed for the entire term of the Contract and shall not be changed except in the cases provided for in the Contract.

XII. DISPUTE RESOLUTION PROCEDURE

12.1. The Supplier shall have the right to challenge the actions and/or decisions of the Contracting Authority during the procurement procedure by submitting a claim. Claims must be made in accordance with the following requirements:

12.1.1. the claim must be submitted within 5 (five) days from the day of the CAC sending a written notice of the decision made to the Suppliers;

12.1.2. the claim is submitted electronically or by signature through a postal service provider or other suitable carrier.

12.2. The CAC shall examine the claim in accordance with the following requirements:

12.2.1. Upon receipt of the claim, the CAC shall immediately suspend the Bidding until the received claim is examined and a decision is made;

12.2.2. The CAC must investigate the claim, make a reasoned decision and notify the Supplier and other Suppliers in writing of any change in the previously announced Bidding terms within 5 (five) business days of receiving the claim (if the claim is received after business hours, the term for reply is calculated from the next business day).

XII. PROCUREMENT CONTRACT TERMS AND CONDITIONS

13.1. The Contracting Authority shall award the contract to the Supplier whose bid is declared to be successful in accordance with the draft contract provided in Annex 3 Draft Goods Sale and Purchase Contract (hereinafter Annex 3) to the Terms and Conditions.

13.2. The winning Supplier must sign the contract within the term set by the Contracting Authority.

13.3. The total contract price for the period, set forth in this Contract will not exceed the price of the winning Supplier's bid.

13.4. The Procurement Contract shall be concluded immediately, but not earlier than the expiry of the grace period (hereinafter referred to as the Grace Period). The Grace Period (5 (five) business days) may be waived when the sole Supplier is the one with whom the Procurement Contract is concluded;

13.5. In case of failure by the Supplier to sign the contract by electronic means or to sign it by the end of the term specified by the Contracting Authority or its refusal to conclude the contract under the conditions set out in the procurement documents, it shall be deemed that it has refused to conclude the contract. In such a case, the Contracting Authority shall electronically propose to award the

contract to the Supplier whose bid is ranked first after the Supplier who has refused to conclude the contract.

13.6. The terms and conditions of the Procurement Contract proposed by the Contracting Authority for signature by the parties are specified in the Annex 3 to the Terms and Conditions.

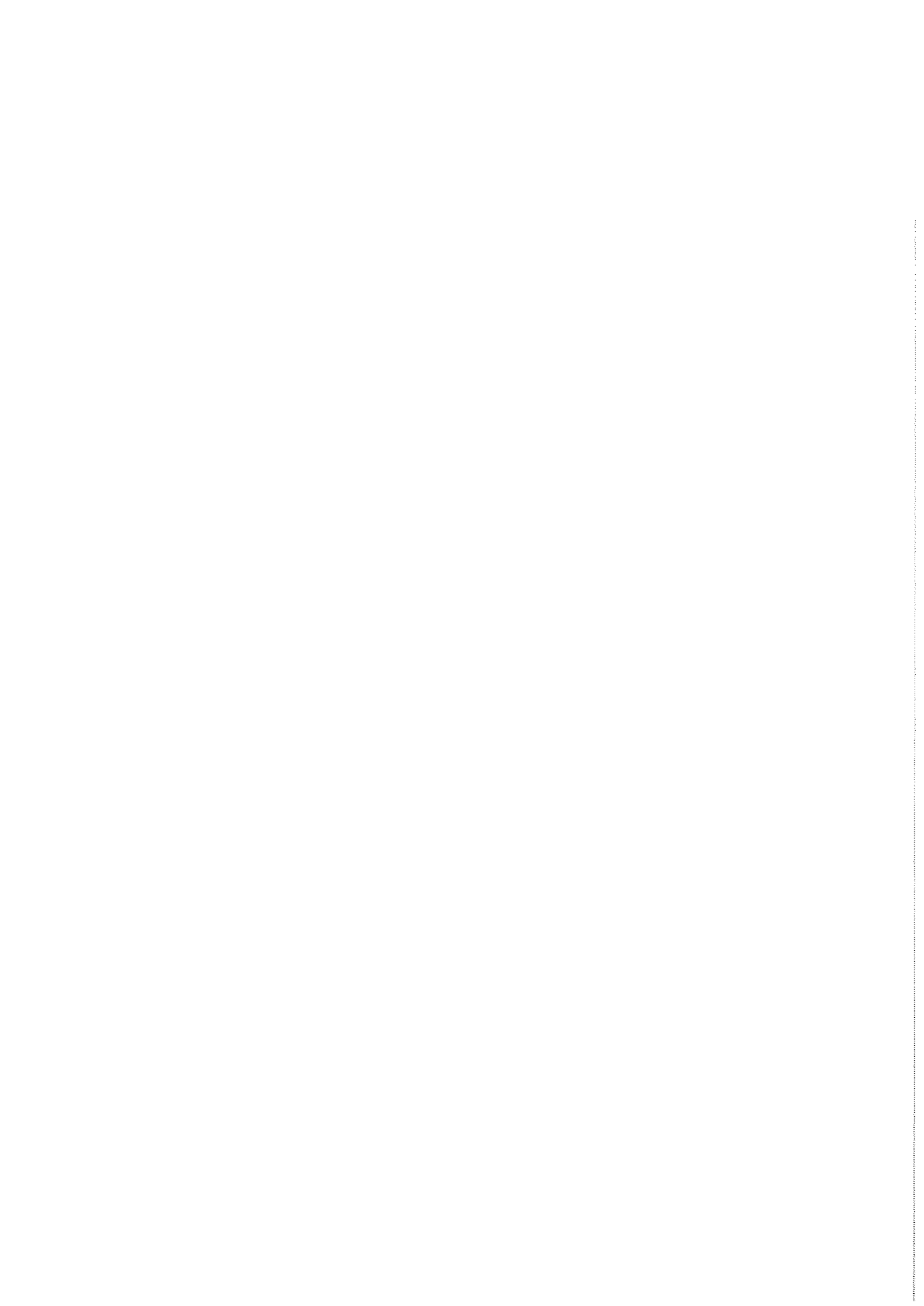
13.7. The Contract shall remain in force until its full fulfilment or termination.

XIV. FINAL PROVISIONS

14. Termination of procurement procedures:

14.1. At any time prior to the conclusion of the Procurement Contract, the Contracting Authority shall have the right to terminate the procurement procedures initiated on its own initiative in the event of unforeseeable circumstances (lack of funds to pay for the Services, etc.) and must do so.

14.2. The Contracting Authority shall not compensate the Suppliers for the losses incurred due to the termination of the procurement procedures.



BID

FOR THE PROCUREMENT OF SERVICES
FOR THE DOCUMENT MANAGEMENT SYSTEM

Part A. Technical information and details about

(Date)

(Place of signature)

Name of the services provider	
Address of the services provider	
Legal entity registration No.	
Full name of the person responsible for the proposal	
Tel.	
E-mail	

By this bid we declare our agreement to all the tendering conditions established in:

- 1) Conditions of the Formal Bidding Procedure;
- 2) Contract documents.

Having regard to the terms and conditions set forth in the Conditions of the Formal Bidding Procedure, we hereby submit our bid for the procurement of services consisting of two parts. In A part, we provide the technical information and data on our preparedness to perform the contract to be awarded.

The offered services are in full compliance with the requirements prescribed by contract documents, and they have the following characteristics:

Item No	Title of module	Detailed description of the services with due consideration to the requirements set forth in the Conditions of the Formal Bidding Procedure ¹
1.		
2.		
3.		

¹ The supplier can provide the description as a separate document, in which case the supplier must indicate that a separate document is submitted by making a respective reference.

We provide a warranty after sales services _____ months.

We designate _____ as our liaison with the Buyer (please specify full name, position and contact telephone numbers of the person).

The following documents shall accompany the tender:

Item No	Title of submitted documents	Number of pages in the document

This proposal is valid until _____ 2021

(Full name and signature of the service provider or its authorised person)

BID

**FOR THE PROCUREMENT OF SERVICES
FOR THE „DOCUMENT MANAGEMENT SYSTEM**

Part B. Prices

(Date)

(Place of signature)

Name of the services provider	
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Part B of our proposal specifies the prices of services offered in Part A of the tender. Prices are stated in the table below:

Item No	Title of modules	Rate per one hour of working (without VAT), EUR	Max working hours	Price (without VAT), EUR
1.	Request for leave or Compensatory Day off			
2.	Internship/Fellowship			
3.	Public Procurement			
4.	Recommendation for Recognition			
5.	Work from Remote Location			
6.	Travel on Duty (TDY)			
7.	TDY Expense Report			
8.	Directors' Order			
Total price (without VAT), EUR				
Total VAT, EUR				
Total price* (with VAT), EUR				

*Price shall include all taxes and expenses associated with the provision of services.

Total price of the bid, incl. VAT: _____
(in words)

(Position)	(Signature)	(Full name)
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Technical Specification for DOCUMENT MANAGEMENT SYSTEM

A. Requirements for the object to be purchased

No	Name of goods/services	Quantity (if known)	Technical Description
1.	DOCUMENT MANAGEMENT SYSTEM (DMS)	1 QTY	<p>1. DMS FUNCTIONAL REQUIREMENTS:</p> <p>1.1. Registration, storage and management of documents.</p> <p>1.1.1. The DMS has to carry out the function of document registration, which would be able to capture the data, identifying the document.</p> <p>1.1.2. The DMS has to allow to automatically insert a mark of receipt ("stamp") on a scanned document image in PDF format, located in the document tab, during document registration.</p> <p>1.1.3. The DMS has to allow to link the document being registered with the other documents that have already been registered in the System.</p> <p>1.1.4. The DMS has to allow to link a registered document with an indefinite number of other documents, by choosing the documents to be linked out of a list.</p> <p>1.1.5. The DMS has to allow, while registering a document, to add and enter into System any documents stored in external (outside of the system) computer storage devices in the following graphic formats *.doc, *.xls, *.ppt, or scanned documents in the following graphic formats *.jpg, *.gif, *.png, *.tiff, *.pdf and other storage devices and formats.</p> <p>1.1.6. The DMS has to allow to scan documents directly from the System (without having to open another program and save the scanned document in the workplace computer) and to automatically upload them to the System in PDF format.</p> <p>1.1.7. The DMS has to allow to create all document registries used in an organization.</p> <p>1.1.8. The number of document registries of the DMS has to be unlimited.</p> <p>1.1.9. While registering a document in the DMS, there has to be an option to choose the required registry out of a list of registries assigned to a certain department.</p> <p>1.1.10. There has to be a realized function in the DMS to automatically generate the number of registrations of a document.</p> <p>1.1.11. There has to be a realized function in the DMS which allows the System administrator to describe the rules (format) of generating the number of registrations of a document, including the use of the suffix and prefix of the number of registration and a possibility to manually specify the meter value of the number of registrations.</p> <p>1.1.12. The DMS has to ensure the uniqueness of any two or more chosen attribute combinations within the scope of the DMS (e.g., the System has to control the uniqueness of the combination of document number and document consignor). A reference to a duplicate must be provided.</p> <p>1.1.13. There has to be a possibility for different types of documents to determine separate rules of uniqueness control via configuration, by indicating:</p>

			<p>a) The text of an informational report, which is presented to the users while trying to register a document that satisfies all configured rules of uniqueness;</p> <p>b) The types of the documents;</p> <p>c) By choosing metadata/attributes of which the uniqueness is being verified.</p> <p>1.1.14. While configuring separate rules of the card of uniqueness, there has to be a possibility for the administrator to describe additionally the supplementary conditions of data selection/filtering with options to include the values of specific attributes/metadata by comparing them with the fixed or dynamically numerable values, etc.</p> <p>1.1.15. There has to be an option to create an unlimited number of rules of uniqueness control, by assigning each rule an attribute of validity.</p> <p>1.1.16. It has to be possible to supplement a description of a document in the DMS with the following information:</p> <p>a) subject,</p> <p>b) contents (attached files),</p> <p>c) notes,</p> <p>d) number of pages of the document,</p> <p>e) number of pages of the annexes,</p> <p>f) type of the document (letter, order, ordinance, contract, etc.),</p> <p>g) originator of the document,</p> <p>h) co-authors of the document;</p> <p>i) list of Staff member who have approved the document,</p> <p>j) list of Staff member who have read the document,</p> <p>k) consignor and consignee of the document.</p> <p>1.1.17. There has to be a realized option in the DMS to send a document to the consignee via email, having registered the document being sent.</p> <p>1.1.18. There has to be a possibility when sending a document via email for the user to pick which files (pdf, docx etc.) that make up the contents of the document to send via email.</p> <p>1.1.19. There has to be a possibility when sending a document via email to automatically convert the chosen files in docx format that make up the contents of a document to PDF format using the tools of the DMS.</p> <p>1.1.20. There has to be a realized option in the DMS to copy a document. Before copying a document, the user has to have an option to choose:</p> <p>a) the volume of copying;</p> <p>b) to copy only the metadata;</p> <p>c) to copy only the attached files;</p> <p>d) to copy the metadata as well as the attached files;</p> <p>e) the folder into which the document is being copied;</p> <p>f) the type of the document to which the values of a copied document are going to be transferred.</p> <p>1.1.21. In the case if, while copying a document, a different type of the document is chosen (in comparison to the document being copied), the DMS has to automatically copy the values of the attributes/metadata that correspond to both types of the documents.</p>
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		<p>a) order of operators within the scope of executing the resolution; b) date of recording of the resolution; c) text of the resolution; d) operator (reference to his card); e) deadline for executing the resolution; f) status.</p> <p>1.1.34. There has to be an option in the DMS to condense and expand ("drill-down") the history of the performance of resolutions of a specific level.</p> <p>1.1.35. There has to be a realized function of introducing the Staff member to the document in the DMS. Upon initiating this function, the list of Staff member and/or groups of Staff member who need to read the document must be indicated.</p> <p>1.1.36. There has to be a realized option in the DMS for the Staff member to mark that he has read the document and/or sign the fact of reading it via e-signature. The DMS has to allow to configure if the verification of this fact via e-signature is required.</p> <p>1.1.37. There has to be a realized option in the DMS to monitor the fact of individual Staff member having read the document and the date of this fact.</p> <p>1.1.38. There has to be a realized option in the DMS to verify the electronic signature of any received documents signed with an electronic signature and to register recognizable and eligible documents in the System. The DMS has to be able to upload a document signed with a qualified electronic signature, which is composed of more than one signed document with separate signatures.</p> <p>1.2. Task management.</p> <p>1.2.1. There has to be a task creation function in the DMS.</p> <p>1.2.2. When creating a task in the DMS, at least the following information has to be entered: a) name of the task; b) deadline; c) responsible operator(-s); d) person in control (curator); e) priority of the task.</p> <p>1.2.3. If the executor of the task in the DMS does not have the proper rights to the document related to the task created, the System has to automatically provide the executor of the task with the missing rights for the duration of performance of the task (upon completion of the task, the rights provided have to be automatically removed). The missing rights have to be provided automatically only when the task curator has the rights to modify the rights to access of the document.</p> <p>1.2.4. There has to be an option in the DMS to determine if the minimal rights, necessary for the completion of the assigned task, are going to have to be removed.</p> <p>1.2.5. When creating a task, there has to be an option to indicate an attribute, or the task can be transferred to other executors. Depending on the chosen attribute, the DMS has to allow or prohibit to transfer the task to another user when leaving the office (see requirement section "Names").</p>
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			<p>1.5.15. The number of supplementary coordination cycles should not be limited.</p> <p>1.5.16. There has to be a realized option in the DMS to visa more than one document at once.</p> <p>1.5.17. The DMS has to allow to configure if visa validation via email is required.</p> <p>1.5.18. Using DMS, the author of the document has to have the option to terminate or renew the coordination/visa process of the document being drafted.</p> <p>1.5.19. The function of sending documents to sign of the DMS has to allow to indicate the Staff member, who have to sign the document being drafted.</p> <p>1.5.20. There has to be a realized option in the DMS to inform the signing persons via email about dispatching the document to sign.</p> <p>1.5.21. There has to be a realized option in the DMS to sign more than one document at one ("flow" signing) by one entry of code PIN.</p> <p>1.5.22. Having signed the document package, the System has to automatically terminate the task of signing and proceed automatically with the next step of the process.</p> <p>1.5.23. Having signed the document package the System has to automatically register the signed documents and to automatically sign registration metadata if such is indicated in the process (e.g. in the sequence of coordination and signing works).</p> <p>1.5.24. Before signing several documents at once, there has to be an option to filter the list of documents according to chosen fields (name etc.) and mark them. Only the marked documents have to be signed.</p> <p>1.5.25. The function of dispatching documents to validate of the DMS has to allow to indicate the Staff member, who have to validate the document being drafted.</p> <p>1.5.26. There has to be a realized option in the DMS to inform the signing persons via email about dispatching the document to validate.</p> <p>1.5.27. There has to be a realized option in the DMS to initiate the registration of signed (accepted) documents.</p> <p>1.5.28. When registering a signed document in the DMS the System has to automatically save the details formed during the cycles of drafting, coordination and signing, and its contents (name, author, coordinated, etc.) into the registration tab of the document.</p> <p>1.6. Workflow management.</p> <p>1.6.1. There has to be a realized option in the DMS to draft document process drafts by means of configuration (without programming) and edit them. Document processes and their drafts have to be prepared and edited in the integrated DMS interface (UML flowchart or an equivalent diagram) in English, without installing any additional operating systems in workplace computers.</p> <p>1.6.2. There has to be an option in the DMS to choose, for every document type, the processes suitable for the corresponding document type.</p> <p>1.6.3. There has to be an option to individually determine the date of the start of validity of the document draft. Process drafts can be executed only upon the indicated date.</p>
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			<p>describe the conditions of branching, that depend on the values of metadata of the document which is subject to the process (e.g. a contract has to be directed to one of several possible ways according to the value of the attribute "Contractual amount"; or an automatic task has to be generated for a lawyer, if the indicator "Coordinate with a lawyer" is checked in the document tab, etc.).</p> <p>1.6.15. When describing the conditions of branching dependent on the values of metadata of the document, there has to be an option to describe composite conditions by using the following data:</p> <ul style="list-style-type: none"> a) by taking the values of several attributes; b) by taking the values of date/time current during the execution; c) by taking any other values stored in the DMS, not necessarily related to the values of a particular document subject to the process. E.g., the dependence of the person executing a step to an organizational unit, etc. <p>There has to be an option to connect composite conditions together by using logic operators "and", "or".</p> <p>1.6.16. When describing steps/tasks being executed by a user, there has to be an option to indicate the name of the step. There has to be an option to name a step out of one of the values in the metadata of the document, i.e. the value of a chosen attribute of the document subject to the process being executed.</p> <p>1.6.17. When describing steps/tasks being executed by a user, there has to be an option to submit additional textual information to the recipients of the task (e.g., a more detailed description of the step, etc.).</p> <p>1.6.18. When describing steps/tasks being executed by a user, there has to be an option to indicate the term of the indicated step/task in working hours.</p> <p>1.6.19. Having indicated the term in working hours and when executing the process, the DMS has to automatically calculate the deadline of the task according to the working start and end hours of the buying organization.</p> <p>1.6.20. When describing steps/tasks being executed by a user, there has to be an option to indicate the term of the indicated step/task, depending on the values of metadata filled in a particular document subject to the process (e.g., the value of the attribute "Respond until").</p> <p>1.6.21. When describing steps/tasks being executed by a user, there has to be an option to indicate the responsible operators:</p> <ul style="list-style-type: none"> a) a group (the task is sent to all members of the group); b) an institution (the task is sent to all Staff member of the institution); c) a component of organizational structure (department, division, function) – in this case, the task is sent to all Staff member at a particular organizational structure. <p>1.6.22. There has to be an option to choose several executors (e.g., a person, a group and a component of organizational structure) for one task, there also has to be an option to change the order of the several chosen executors.</p> <p>1.6.23. When describing steps/tasks being executed by a user and having chosen more than one executor, there has to be an option to indicate if the tasks are to be executed in a sequential or parallel manner.</p> <p>1.6.24. When describing steps/tasks being executed by a user, there has to be an option to indicate the helpers, i.e., persons who will oversee the course of</p>
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		<p>the process but will not take part in it directly and will have no possibility to indicate the completion or rejection of the tasks.</p> <p>1.6.25. When describing steps/tasks being executed by a user, there has to be an option to manually indicate a curator – a person who will be in control of the execution of the task. This person will have the option to stop the process, to cancel it and to skip steps of the process.</p> <p>1.6.26. When describing steps/tasks being executed by a user, there has to be an option to indicate a curator not manually, but automatically, i.e., by calculating it out of a value filled in the document subject to the process (e.g., the value of the attribute "Author of the document").</p> <p>1.6.27. When describing steps/tasks being executed by a user, there has to be an option to mark an indicator, or the task can be transferred to other operators. According to the chosen indicator, the DMS has to allow or prohibit the transfer of the task to another user when leaving the office (see requirement section "Names").</p> <p>1.6.28. When describing steps/tasks being executed by a user, there has to be an option to indicate if the Staff member executing a particular step/tasks have the right to modify and correct the process being executed.</p> <p>1.6.29. When describing steps/tasks being executed by a user, there has to be an option to indicate if, in order to execute a particular step a qualified electronic signature is necessary. During the execution of a process, if the executors have not signed a step with an electronic signature, the System should not allow the completion of the step.</p> <p>1.6.30. When describing steps automatically executed by the System, the DMS has to allow to add into the sequence of execution of the process an automatic document registration step. When executing a process at this step, the document has to be automatically registered without any actions performed by the user.</p> <p>1.6.31. When describing steps automatically executed by the System, the DMS has to allow to add into the sequence of execution of the process an automatic step to send an email. When executing a process at this step, the email has to be automatically sent without any actions performed by the user.</p> <p>1.6.32. When describing steps automatically executed by the System, the DMS has to allow to add into the sequence of execution of the process an automatic step to change the values of the document tab. When executing a process at this step, the DMS has to automatically change any values in the document tab according to the algorithm and the conditions described in the process without any actions performed by the user (e.g., document status is changed, date value is changed, textual value is change, lookup value is changed, numerical value is changed, etc.).</p> <p>1.6.33. In different processes, there has to be an option in every step of automatically sending an email to indicate:</p> <ol style="list-style-type: none"> a) subject of the email; b) recipients; c) body of the email; d) Indicator to send an email with attachments or without attachments.
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			<p>1.6.34. Having indicated an automatically sent email in the process draft, there has to be an option in the body of the email to configure the content, by adding the metadata/details of the document into the body (e.g., number of registrations, date of registration, name of the document, author of the document, person who signed the document, etc.).</p> <p>1.6.35. There has to be an option in the DMS included into a process draft to automatically sign with an unqualified electronic signature the ADOC registrational metadata of an electronic document. When executing a process at this step, an e-document in ADOC format has to be automatically supplemented with an e-signature, by signing the registrational metadata.</p> <p>1.6.36. When describing steps automatically executed by the System, the DMS has to allow to add into the sequence of execution of the process an automatic step of converting the contents of a document into a PDF file.</p> <p>1.6.37. During the step of the automatically executed document conversion into a PDF file in the process draft, there has to be an option to pick out of drafts stored in the System of converting documents into PDF files according to which a PDF folder is going to be created.</p> <p>1.6.38. During the step of the automatically executed document conversion into a PDF file in the process draft there has to be an option to choose if the System automatically creates a new version of the document. Having marked this parameter, when executing a process, the System has to automatically create a new version of the document: original attachments have to be visible in the old version, and the new version they have to be converted into PDF.</p> <p>1.6.39. During the step of the automatically executed document conversion into a PDF file in the process draft there has to be an option to choose if, having executed conversion of attachments into a PDF folder, original attachments should be automatically deleted.</p> <p>1.6.40. Graphic interface of process simulating has to allow to export the graphic sequence of execution of the process into a file in graphic format (jpg, tiff or equivalent).</p> <p>1.7. Management of electronic documents.</p> <p>1.7.1. There has to be a realized option in the DMS to prepare official GeDOC and manage the received GeDOC electronic documents according to the specification of an electronic document ADOC-V1.0 signed electronically, validated by the senior archivist of Lithuania on 7th September, 2009 with an order No V-60 "Concerning the validation of the specification of an electronic document ADOC-V1.0 signed electronically", to sign them with a qualified electronic signature, to visa (with a qualified electronic signature or electronic signature), verify a qualified electronic signature and sign electronic documents using it, to automatically (or having set the process manually) insert qualified electronic time stamps and prepare electronic documents for transferring to the national archives for continuous storage.</p> <p>1.7.2. There has to be a realized option in the DMS to sign documents electronically in the format of ADOC-V1.0, to identify signatures based on formats XAdES and recognize them, performing all of this directly in the DMS without using any additional operating equipment.</p>
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			<p>1.7.14. There has to be a realized option in the DMS to automatically form/supplement the electronic signatures of electronic ADOC documents up until XAdES-EPES, XAdES-T, XAdES-C, XAdES-X-L, XAdES-A formats.</p> <p>1.7.15. There has to be an option to print copies of electronic documents according to the electronic document copy printing recommendations, confirmed by the senior archivist of Lithuania on 4th December, 2013 by the order No V-67.</p> <p>1.7.16. There has to be an option when configuring a signature to mark if the DMS has to automatically include the signature verification data, i.e., refer to the indicated OCSP services for the documents drafted on the basis of this configuration.</p> <p>1.7.17. There has to be an option when configuring a signature to configure a period (interval) by which frequency the time stamps have to be inserted to XAdES-A level documents.</p> <p>1.7.18. Documents signed and not signed with an electronic signature have to differ visually. The DMS has to visually separate invalid electronic documents.</p> <p>1.7.19. The DMS should not limit the number of signing with an electronic signature neither by technical, nor license options.</p> <p>1.8. Searching and reviewing information.</p> <p>1.8.1. There has to be a realized function in the DMS of full-text search between both details and the contents of documents (including folders made in MS Office format).</p> <p>1.8.2. There has to be a realized option in the DMS to perform a document search according to the following document registering information (according to the number of fields in a form):</p> <ul style="list-style-type: none"> a) number of registrations, b) date of document registration, c) words in the heading, d) number of the document, e) date of the document, f) status of the document, g) type of the document, h) subject of the document, i) registry, j) folder, k) consignor/consignee of the document. <p>1.8.3. There has to be a realized option in the DMS to create search forms:</p> <ul style="list-style-type: none"> a) to mark the standard search criteria as being used or unused, b) to add additional criteria according to the extra fields used in the System, c) to determine the name of the search form. <p>1.8.4. There has to be a realized option in the DMS for the users to save the search criteria and to use them later.</p> <p>1.8.5. There has to be a realized option in the DMS to search for documents by document types, i.e., having chosen a particular document type, the user has the option to fill in the criteria allowed only for the selected document type.</p> <p>1.8.6. The DMS search engine has to return only the information which is available to the operating user under the security parameters (rights to access).</p>
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		<p>e) name of the structural component responsible for drafting the dossier or full name of the Staff member;</p> <p>f) notes;</p> <p>g) other fields coordinated during the installment of the System.</p> <p>1.9. Archiving and deleting documents.</p> <p>1.9.1. There has to be a realized option in the DMS to automatize the processes of document archiving and the storage management of archived documents.</p> <p>1.9.2. There has to be an option to indicate date and time until when archiving and deleting documents are performed.</p> <p>1.9.3. There has to be an option in the DMS to link a document with an archived document.</p> <p>1.9.4. There has to be a realized option in the DMS to draft reports out of archived documents.</p> <p>1.9.5. There has to be a realized function in the DMS of automatic transfer of electronic documents into an electronic document archive.</p> <p>1.9.6. During the transfer of electronic documents, the following has to be ensured:</p> <p>a) that the contents and structure of the document will not change;</p> <p>b) all components of the document will be transferred as an integral unit;</p> <p>c) all links between the dossiers, their tomes and documents assigned are to be preserved;</p> <p>d) all links between the dossiers, their tomes and document metadata are to be preserved.</p> <p>1.9.7. There has to be an option in the DMS to select and form a dossier list for automatic archiving.</p> <p>1.9.8. There has to be an option in the DMS for the user to select and form a dossier list for deleting.</p> <p>1.9.9. There has to be an option in the DMS to describe the rules of archiving and removing the documents from archives.</p> <p>1.9.10. There has to be an option to automatically transfer the dossiers sorted for storage into an archiving component.</p> <p>1.9.11. There has to be a realized function in the DMS of removing unprotected information from an archive. Having performed this function, the following has to happen:</p> <p>a) entries physically deleted from the database;</p> <p>b) document contents (files) physically deleted.</p> <p>1.9.12. There has to be an option in the DMS for the System administrator to edit the rules of document archiving.</p> <p>1.10. Administration and information security.</p> <p>1.10.1. All System administration options have to be available through the internet browser interface. Exceptions can be applied to the backup copy drafting and restoration mechanism.</p> <p>1.10.2. The access rights mechanism has to be based on the group principle. For example, when the new staff member arrives, there has to be enough to include him/her in the corresponding groups without determining access rights individually to each object (dossier, document, page, etc.).</p>
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		<p>c) dossier; d) document.</p> <p>1.10.17. Only the System administrator or the Staff member or their groups indicated separately have to have the option to access rights on the level of the plan of documentation. There has to be an option to administer different fields, dossiers or documents for different persons.</p> <p>1.10.18. The DMS security mechanism has to ensure that the administrators assigned to a particular field (e.g., staff, rights, etc.) can administer only the selected field, but will be unable to administer another field. Administrative objects have to be (including, but not limited to):</p> <ul style="list-style-type: none"> a) part of a documentation plan, assigned to that field; b) parameters of a specific field document types; c) workflows of a particular field etc. <p>1.10.19. There has to be a realized mechanism in the DMS of access right succession on the hierarchy levels of institution, division and dossier, which allows the components below to automatically succeed to the access rights of the components of the superior level.</p> <p>1.10.20. The DMS access right succession mechanism has to allow to, in one operation, include new (additional) access right entries to all inferior levels in the hierarchy, by leaving the access right parameters of the inferior levels unchanged.</p> <p>1.10.21. The DMS access right succession mechanism has to allow to, in one operation, remove the selected access right entries for all inferior levels of the hierarchy.</p> <p>1.10.22. The DMS access right succession mechanism has to allow to, in one operation, change all access right entries for the inferior levels of the hierarchy irrespective of what access rights were provided to the inferior levels of the hierarchy.</p> <p>1.10.23. There has to be an option to determine individual access right parameters for every institution, field, dossier or document irrespective of if the access rights were succeeded by using the access right succession mechanism.</p> <p>1.10.24. Having determined the access rights on the institution level and when creating a new field, the new field has to be automatically provided with the indicated access rights. There has to be an option to change the access rights of a new field.</p> <p>1.10.25. Having determined the access rights on the field level and when creating a new dossier, the new dossier has to be automatically provided with the access rights indicated on the field level. There has to be an option to change the access rights of a new dossier.</p> <p>1.10.26. Having determined the access rights on the dossier level and when creating a new document in that dossier, the new document has to be automatically provided with the access rights indicated on the dossier level. There has to be an option to change the access rights of a new document.</p> <p>1.10.27. There has to be an option to determine access rights on levels of field, dossier and document in such a way that if the user lacks the rights to the</p>
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			<p>document, neither that document, nor the description (form) of the document where the registrational attributes are provided, should be visible to that user.</p> <p>1.10.28. There has to be an option in the DMS to upload different types of documents into one dossier (e.g., upload both the received and the dispatched documents into messaging dossiers), that have different screen forms and metadata files.</p> <p>1.10.29. There has to be a realized option in the DMS for the administrator to dispatch a task or a message to all System users (at once).</p> <p>1.10.30. There has to be a realized option in the DMS to assign a user to more than one group.</p> <p>1.10.31. There has to be an option in the DMS to create an unlimited number of new deductible attributes via configuration (without programming) when entering conditions of the information to be presented.</p> <p>1.10.32. When entering deductible attribute, there has to be an option to refer directly to the functions described in the DMS database with the option to transfer parameters (e.g., a unique identifier of a document being opened by a user).</p> <p>1.10.33. There has to be an option in the DMS to create an unlimited number of new deductible attributes when entering conditions of the information to be presented.</p> <p>1.10.34. There has to be an option in the DMS to create an unlimited number of new email address attributes that will ensure correct entry of email addresses (e.g., "@" is verified).</p> <p>1.10.35. There has to be an option in the DMS to create an unlimited number of new lookup attributes by choosing the elements out of various lists (documents, tasks, contacts, etc.) and by entering choice criteria.</p> <p>1.10.36. There has to be an option in the DMS to create an unlimited amount of new multiselect attributes by choosing several values according to the parameters indicated by the administrator upon creating the attribute.</p> <p>1.10.37. There has to be an option in the DMS to create an unlimited number of document forms via configuration (without programming), by indicating the following for each form:</p> <ul style="list-style-type: none"> a) name, description; b) attributes (metadata); c) tabs, layout of attributes in tabs. <p>1.10.38. There has to be an option in the DMS to copy document forms with the tabs and attributes included in them.</p> <p>1.10.39. There has to be an option in document forms to distribute the attributes into tabs. There has to be an option to create names for the tabs and to include all or a part of the selected attributes in them.</p> <p>1.10.40. There has to be an option to use the same attributes in separate tabs of the same form.</p> <p>1.10.41. There has to be an option to set an "obligatory" indicator for each individual attribute. Having marked this indicator, the DMS should not allow to save the document being drafted/edited if the user has not filled in the attribute with value.</p>
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			<p>1.10.42. There has to be an option to configure the visibility of tabs by determining if the tabs will be shown together or hidden for certain user roles.</p> <p>1.10.43. There has to be an option to configure the visibility of tabs by determining if the tab will be shown or hidden if certain actions have been selected in the process (e.g., the tab is shown or hidden according to the step of the process being executed).</p> <p>1.10.44. There has to be an option to configure the visibility of tabs by determining if the tab will be show or hidden to certain user roles according to the conditions entered manually by the administrator (e.g., in the presence of a particular attribute value, etc.).</p> <p>1.10.45. There has to be an option in the DMS to create an unlimited number of new attributes (metadata) via configuration (without programming).</p> <p>1.10.46. When creating new attributes, at least the following information has to be shown:</p> <ul style="list-style-type: none"> a) name and description of the attribute; b) choice between attribute types; c) default value. <p>1.10.47. When creating new attributes, at least the following attribute types have to be available:</p> <ul style="list-style-type: none"> a) text; b) number; c) date / time; d) logical; e) deductible field (entered conditions on which information is presented); f) email address; g) lookup. There has to be an option to choose from various lists (documents, tasks, contacts, etc.); h) multiselect. An option to choose several values according to the parameters indicated by the administrator upon the creation of an attribute; i) table. There has to be an option to submit, according to the parameters and request entered by the administrator, any information stored in the DMS database. <p>1.10.48. There has to be an option in the DMS to create an unlimited amount of document files via configuration (without programming), by indicating the following for each file:</p> <ul style="list-style-type: none"> a) name, description; b) conditions of data selection/filtering; c) conditions of data sorting; d) list of attributes (metadata), according to which informational columns are presented in the file. <p>1.10.49. There has to be an option in the DMS to create an unlimited amount of task files via configuration (without programming), by indicating the following for each file:</p> <ul style="list-style-type: none"> a) name, description; b) conditions of data selection/filtering; c) conditions of data sorting;
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		<p>d) list of attributes (metadata), according to which informational columns are presented in the file.</p> <p>1.10.50. There has to be an option in the DMS to create an unlimited amount of contacts (physical and/or legal persons) via configuration (without programming), by indicating the following for each file:</p> <ul style="list-style-type: none"> a) name, description; b) conditions of data selection/filtering; c) conditions of data sorting; d) list of attributes (metadata), according to which informational columns are presented in the file. <p>1.10.51. There has to be a realized function in the DMS to copy files, by automatically transferring all parameters of the file being copied, including the list of attributes/metadata, into a new file.</p> <p>1.10.52. When including attributes in a file, there has to be an option to indicate:</p> <ul style="list-style-type: none"> a) name of the column presented in the file. The name indicated can differ from the name of the attribute itself (e.g., in need of using abbreviations); b) order in which the attribute will be shown in the file; c) other components of rendering: column width, maximum number of characters shown, etc. <p>1.10.53. There has to be an option to indicate individually for each file the paging parameters, i.e., what is the maximum number of entries being shown on one page.</p> <p>1.10.54. There has to be a realized search in the DMS in the files according to the values entered by the user in particular columns. The DMS has to search by the values entered only in the selected column(-s).</p> <p>1.10.55. There has to be an option in the DMS to set the search index indicator for each attribute individually, i.e., if a search can be carried out in certain attributes or not.</p> <p>1.10.56. There has to be an option in the DMS to create an unlimited number of toolbars via configuration (without programming) and to assign the created toolbars to the selected document types.</p> <p>1.10.57. There has to be an option in the DMS to include existing menu components in the toolbars via configuration (without programming) (e.g., the save button).</p> <p>1.10.58. There has to be an option in the DMS to create new menu elements via configuration (without programming) and to include them in toolbars.</p> <p>1.10.59. When creating new menu elements, there has to be an option to indicate the following parameters:</p> <ul style="list-style-type: none"> a) name being shown; b) graphic icon; c) indicate the operational logic, i.e., what will happen when a certain button is pressed. <p>1.10.60. When creating new menu elements or modifying the existing ones, there has to be an option to configure the visibility of the element according to the security roles of the DMS (i.e., which roles will see the button, which will not, etc.).</p>
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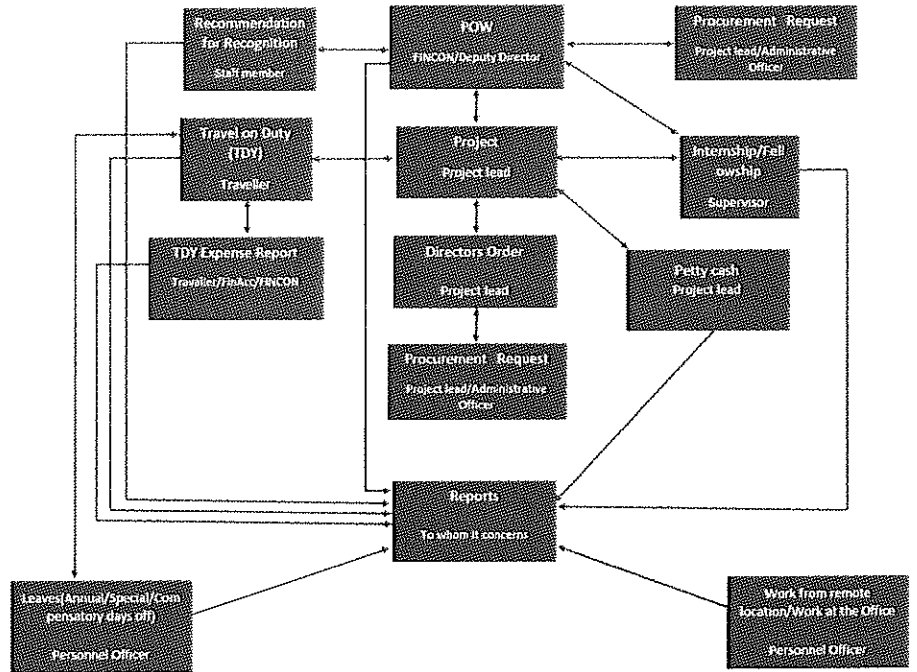
		<p>1.10.61. When creating new menu elements or modifying the existing ones, there has to be an option to configure the visibility of the element according to the step of the process being executed, e.g., so the menu component would be visible only in the indicated steps of providing the service.</p> <p>1.10.62. When creating new menu elements or modifying the existing ones, there has to be an option to configure the visibility of the element according to the conditions entered by the DMS administrator (e.g., the menu component can be shown only when the document is not linked with another document, etc.).</p> <p>1.10.63. There has to be an option in the DMS to create hierarchical menu buttons via configuration.</p> <p>1.10.64. There has to be a realized dynamic management of access to documents in the DMS, when the access rights to a certain document are determined according to the attribute values of that document (e.g., "persons coordinating the document"), by avoiding manual security configuration.</p> <p>1.10.65. There has to be an option in the DMS to determine the conditions of informing users via email for every document type separately, i.e., the System has to allow the administrator to indicate which tab date attributes (e.g., date of termination of the contract) are to be tracked in which document type (e.g., received document, order, contract, etc.), which email template to use and how many days before the date indicated in an attribute the users will receive the email.</p> <p>1.10.66. There has to be an option in the DMS to set additional non-working days by selecting a date and entering a description by the administrator. The DMS has to take the additional non-working days into account automatically when calculating task deadlines, indicated in the process templates.</p> <p>1.10.67. There has to be an option in the DMS to set the hours of the start and the end of a working day. The DMS has to take these hours into account automatically when calculating task deadlines, indicated in the process templates.</p> <p>1.10.68. There has to be an option to create an unlimited number of data entry rules (validator), assigned to document types, via configuration. There has to be an option to assign an unlimited number of validators to one document type.</p> <p>1.10.69. There has to be an option to create an unlimited number of data entry rules (validator), assigned to tasks, via configuration.</p> <p>1.10.70. There has to be an option to create an unlimited number of data entry rules (validator), assigned to document personal or institutional tabs, via configuration.</p> <p>1.10.71. The DMS validators have to be described by selecting the metadata/attributes existing in the DMS and by entering their rules.</p> <p>1.10.72. There has to be an option in the DMS interface to enter the conditions of entering data of the validators, upon the satisfaction of which, the DMS user should see a corresponding notice on screen (e.g., before assigning a service to a particular Staff member, the DMS has to warn that his Staff member already has more than 5 unfulfilled services).</p>
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			<p>1.10.73. The validators have to trigger and show the notice in real time, without requiring the operation of saving the document/task/person/institution tab.</p> <p>1.10.74. There has to be an option to enter validators for the textual, choice, logical, date/time type metadata/attributes.</p> <p>1.10.75. There has to be an option to select colours by which certain notices are to be shown.</p> <p>1.10.76. There has to be an option in the DMS to create and modify different "stamps" of an electronic document for PDF documents and their configurations. There has to be an option to assign different "stamps" to different document types individually.</p> <p>1.10.77. When creating and modifying different "stamps" of an electronic document for PDF documents, there have to be the following options: a) indicate the name of the "stamp"; b) indicate the font, its size, colour, place on the PDF document and other parameters that define the place and appearance of the "stamp".</p> <p>1.10.78. When creating and modifying different "stamps" of an electronic document for PDF documents, there has to be an option to describe the structures of submitting data, by indicating both the static text and the option to receive data from the metadata of a particular document (e.g., number of registrations, date of registration, etc.).</p> <p>1.10.79. There has to be a realized automatic daily copy creation and restoration function in the DMS. This functionality can be realized from the database management system or from the environments of the operating system.</p> <p>1.10.80. There has to be an option in the DMS to create or modify the existing pages and modules (e.g., ones intended only for work with contracts, staff documentation, etc.), composed from different information blocks, via configuration.</p> <p>1.10.81. There has to be an option in the DMS to upload an unlimited number of informational blocks, files, toolbars, document/person/task lists and other components via configuration.</p> <p>1.10.82. There has to be an option in the DMS to determine different access rights to the different components of a page via configuration.</p> <p>1.10.83. There has to be an option in the DMS to enter an announcement in the first page, which will be seen by all users connected to the System.</p> <p>1.11. DMS User interface.</p> <p>1.11.1. There has to be a realized authentication mechanism (username/password).</p> <p>1.11.2. The DMS has to have a user interface in English – all application dialogues of the system, menus, notices about errors, help screens, etc., have to be presented in English.</p> <p>1.11.3. The initial DMS user page has to be prepared in such a way that every user would receive the personalized information, i.e., relevant to him personally: a) documents being edited by the user; b) tasks being executed, delayed or controlled by the user;</p>
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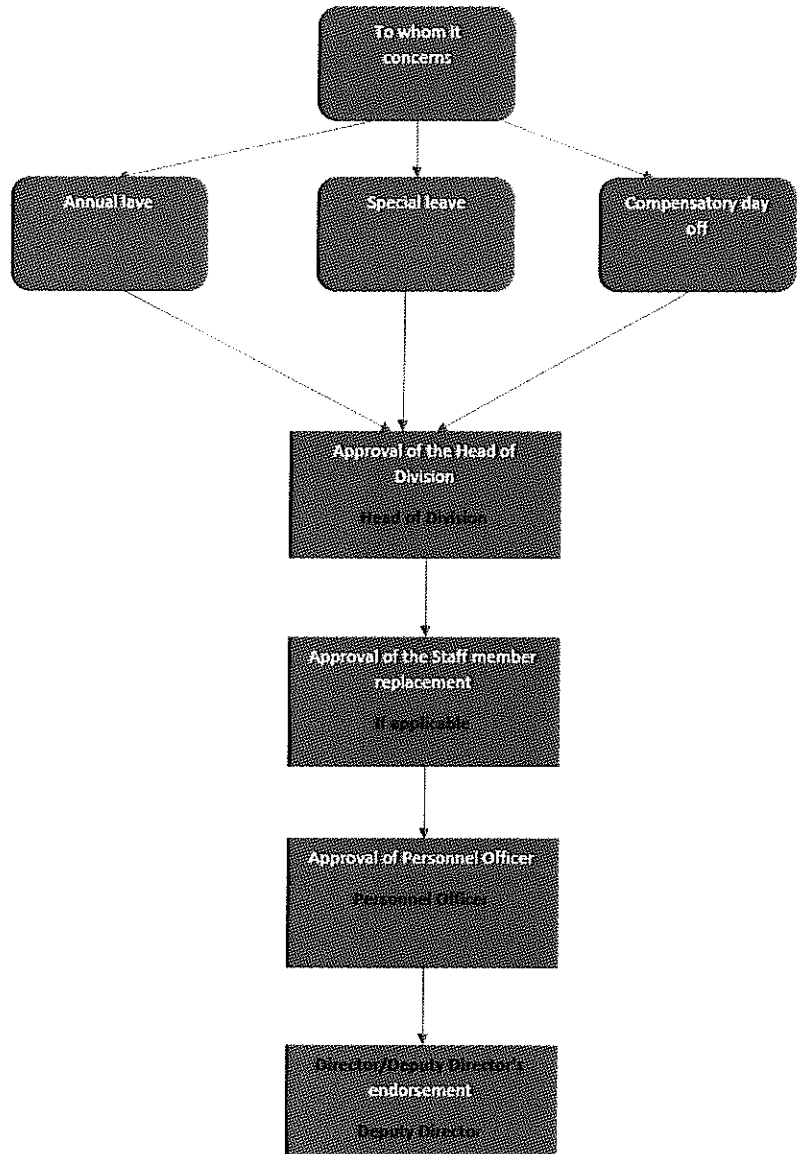
			<p>c) announcements;</p> <p>d) individually selected favorites of the user (the most used objects);</p> <p>1.11.4. There has to be an option in the DMS for every user to personally choose his individual favorites:</p> <p>a) on the level of documentation plan fields, i.e., particular fields;</p> <p>b) on the level of dossiers, i.e., particular dossiers;</p> <p>c) on the level of registries, i.e., particular registries;</p> <p>d) on the level of documents, i.e., particular documents.</p> <p>1.11.5. There has to be a realized option in the DMS for the administrator to indicate which information will be shown in the initial page of the users and to change the layout of this information.</p> <p>1.11.6. There has to be an option in the initial user page to upload information into at least two separate blocks.</p> <p>1.12. DMS architecture.</p> <p>1.12.1. There have to be three levels of architecture in the DMS: database level, logical level and presentation level. The presentation level is presented in an internet browser.</p> <p>1.12.2. The DMS program modules have to be integrated between each other – the data of each module has to be linked with the data of other modules (corresponding changes, performed in one module, have to reflect in other modules as well).</p> <p>1.12.3. The DMS has to be work-adapted with the following user workplace operating systems: MS Windows7/Windows8/Windows 10.</p> <p>1.12.4. The data trade between workplaces are to be subject to the following protocols:</p> <p>a. TCP/IP,</p> <p>b. HTTP/HTTPS (SSL certificate is not the object of this purchase).</p> <p>1.12.5. The DMS can allow create from 25 till 100 user accounts.</p> <p>1.12.6 The DMS can allow collaboration using digital signature with another institutions.</p>
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2. Description of document management system:

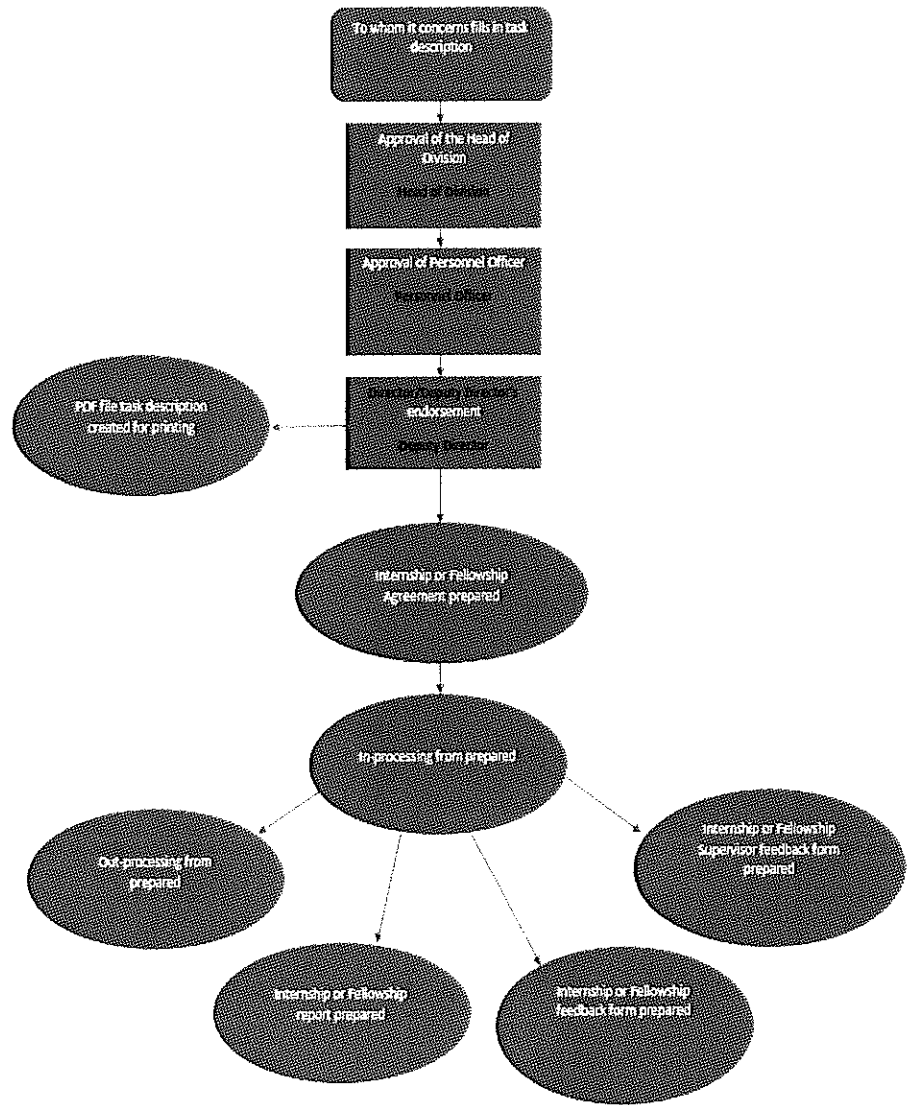
2.1. Structure of document management system



2.2 Description of process: Request for leave or Compensatory Day off

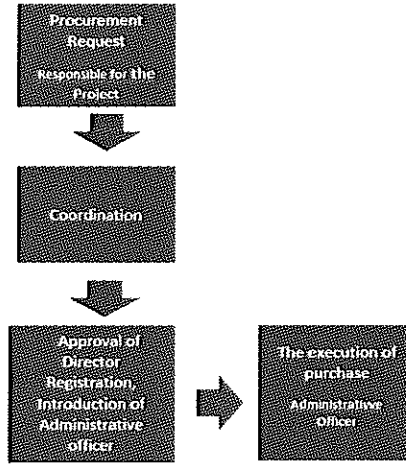


2.3 Description of process: Internship/Fellowship

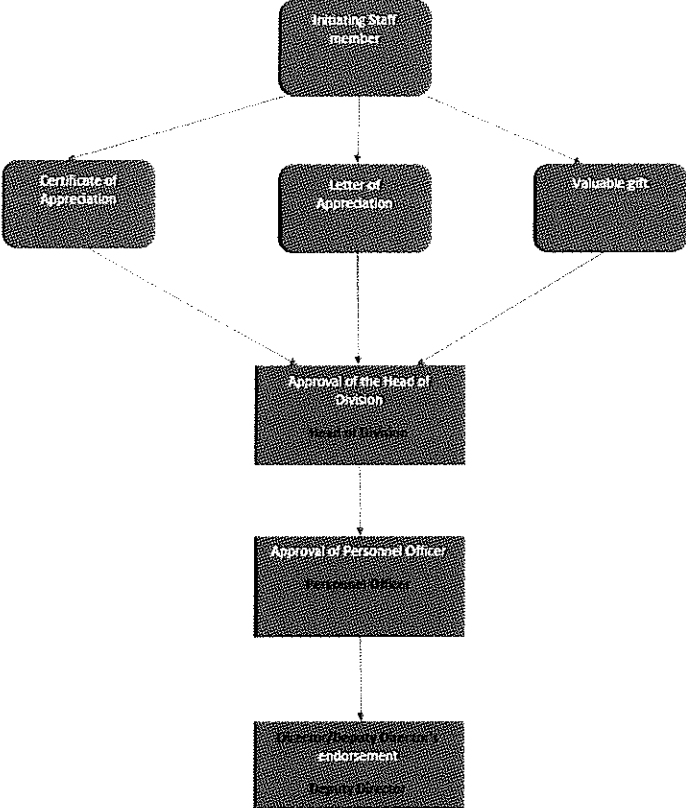


2.4 Description of process: Procurement

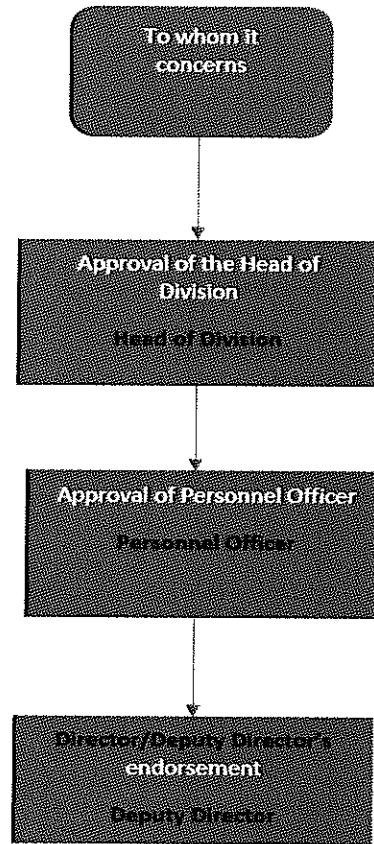
- Coordination:
1. Head of division;
 2. Administrative officer;
 3. FINCOM;
 4. Legal.



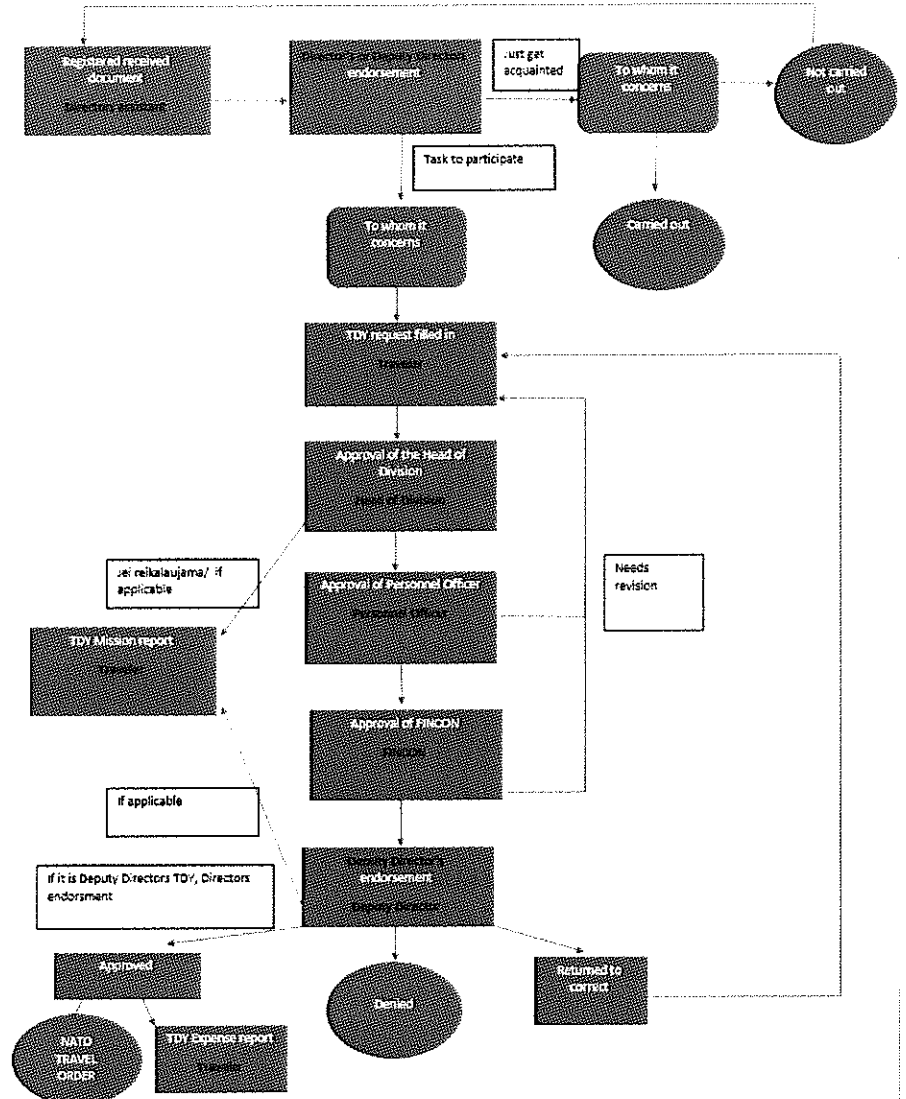
2.5 Description of process: Recommendation for Recognition



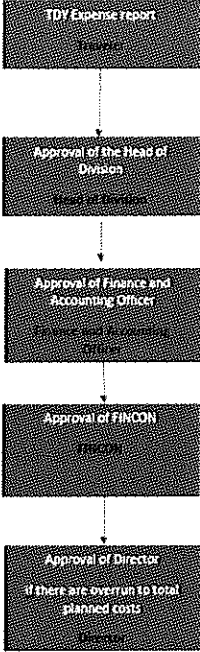
2.6 Description of process: Work from Remote Location

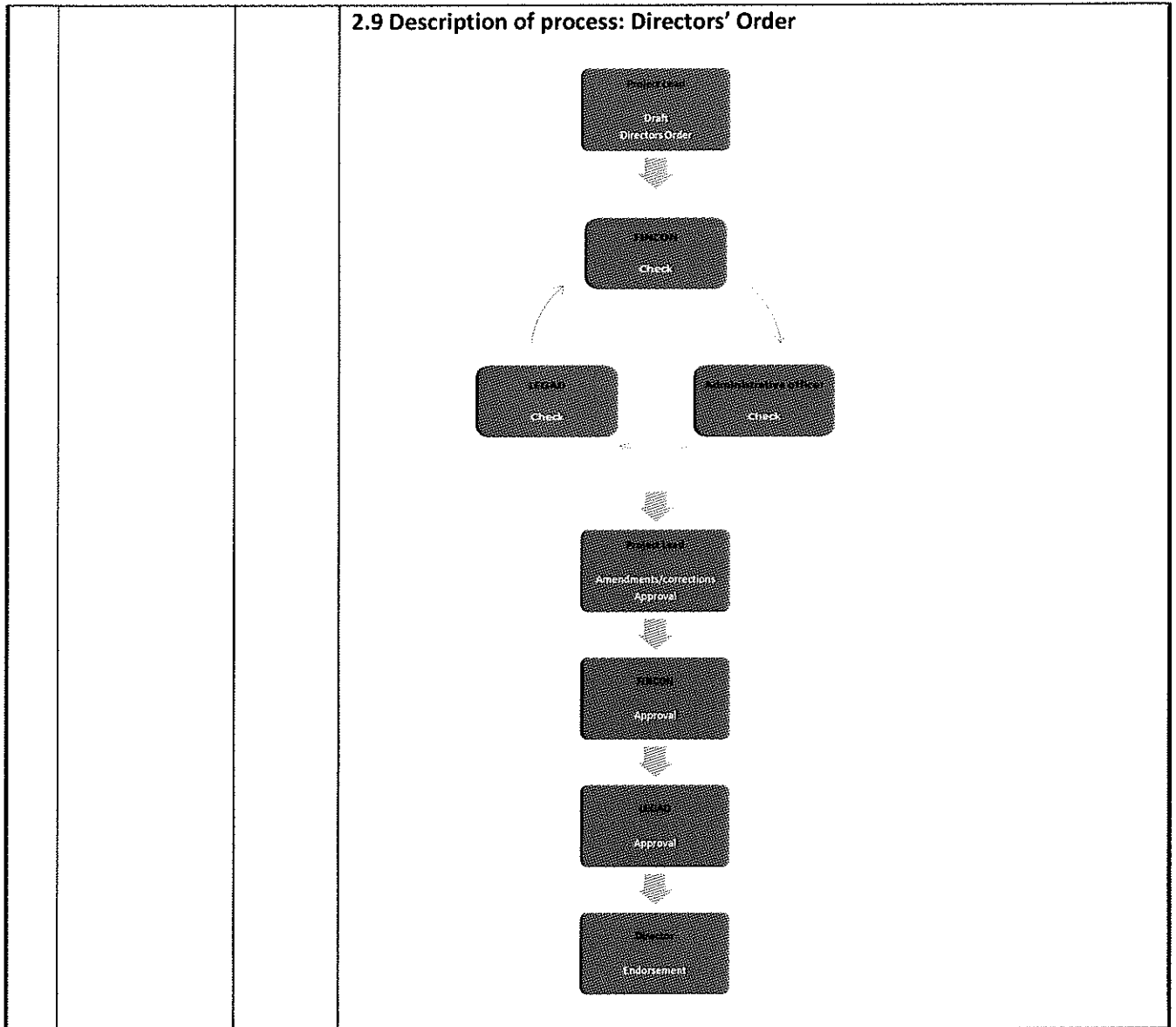


2.7 Description of process: TRAVEL ON DUTY (TDY)



2.8 Description of process: TDY EXPENSE REPORT





B. Warranty conditions (if applicable)

Technical support:

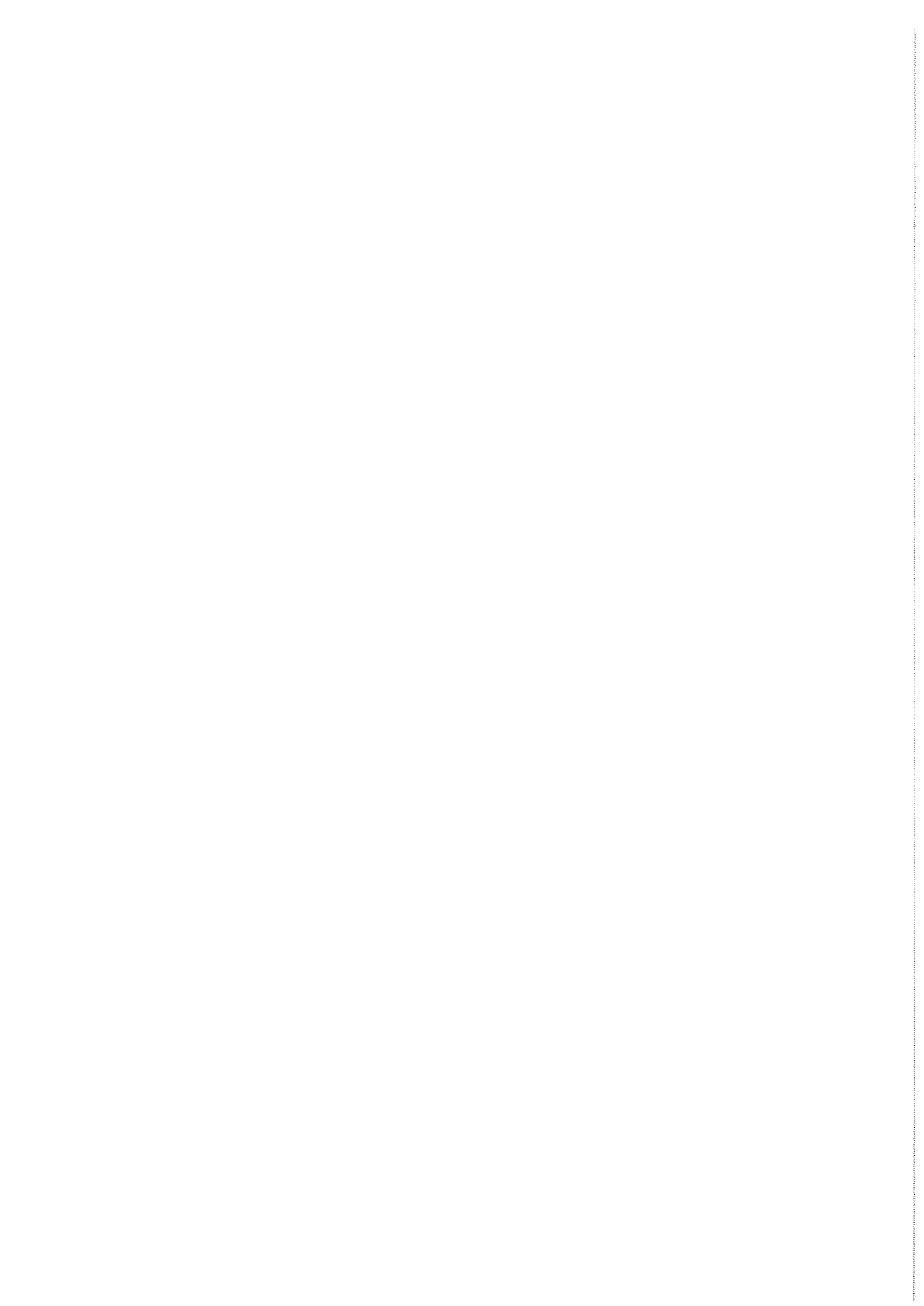
Services are provided on a product guarantee basis or through an annual support agreement. Product guarantee ensures that all installed and configured features will work correctly, and if any errors appear, our technicians will fix them immediately. Annual support service gives our customers the right to unlimited consultations by phone or email. We help our clients solve various problems and offer quick reaction times to their requests. A dedicated consultant is assigned to each client, ensuring that the consultant is familiar with the installed solution, can provide support services effectively, and will maintain continuity of communication. Consultants answer questions about system use, solve problems, and help configure new functions. It offers customers a variety of support channels: telephone, e-mail, or remote connection. All incoming requests are registered in the system, and solutions are accumulated in the knowledge base used by our consultants to accommodate new requests and troubleshoot any issues.

C. Training requirements (if applicable)

Performance date	All staff training should be done till 30/01/2021. Training should be held by instructor. Training session should be in person or virtual. All session should be recorded and records should be transferred to POC.
Performance place	NATO ENSECCOE
Other conditions	Staff training; Administrators training

B. Prepared by:

Position	Signature	Date
CIS Security Officer		9/11/2020





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SERVICE SALE AND PURCHASE CONTRACT

Date of signature:	DD/MM/YY YY	Period of validity:	DD/MM/YYYY Y – DD/YY/MMM M	Place of signature:	Vilnius	Reg. No:	
Service Provider:							
The NATO ENSEC COE POC:							

NATO Energy Security Centre of Excellence, legal entity code 9000052783, Šilo str. 5A, 10322, Vilnius, represented by its Director Col. Romualdas PETKEVIČIUS, acting in accordance with Memorandum of Understanding among the several NATO Nations, concerning the establishment, administration and operation of the NATO Centre of Excellence for Energy Security, signed on 10 July, 2012 (hereinafter – the **Buyer**) and, legal entity code, [address], represented by [Name, Surname], Director, acting in accordance with the articles of regulation of the company (hereinafter – the **Supplier**),

hereinafter for the purpose of the present Services Purchase Contract jointly referred to as the **Parties**, and each individually – **the Party**,

have concluded the present Services Purchase Contract hereinafter referred to as the **Contract** and agreed regarding the terms and conditions specified below.

SPECIAL PROVISIONS

1. Subject matter of the Contract.

1.1. The **Supplier** shall undertake to provide services:

1.1.1. creation of the Document Management System for the NATO ENSEC COE (hereinafter - **the DMS**) and its tailoring to the needs of the **Buyer** (hereinafter - the **Services**) as defined in Annex 1 "Technical specification for the Document management system (hereinafter - Annex 1);

1.1.2. training for the NATO ENSEC COE Administrators of DMS and the COE Staff;

1.1.3. product guarantee services.

The **Buyer** shall undertake to accept the **Services** conforming to the requirements specified in the **Contract** and Annex 1 thereto, and settle the transaction with the **Supplier** in the manner set forth in para 3. of the Special Part of the **Contract**.

2. Contract price / rates.

2.1. The contract price will be calculated in Euros.

2.2. The total **Contract** price for the period, set forth in this **Contract** will not exceed Euros.

2.3. The **Contract** price is VAT (and other applicable taxes) inclusive, indicating VAT separately.

2.4. Each party shall bear its own costs for local taxes, bank transfers etc.

3. Payment terms and conditions.



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3.1. Advance payment – not provided.

3.2. The payment will be done by the **Buyer** after creation of each Module of DMS, its' installment into the NATO ENSEC COE Server, final corrections/tailoring to the **Buyer's** needs as well as training for the COE Staff and System Administrators is completed.

3.3. The payment shall be effected according to the Invoice, received from the **Supplier** for the **Services** provided after completion of each Module of DMS and signing of Transfer-Acceptance Act, in the manner set forth in para **4.2.** of the Special Part of the **Contract**.

4. Location, term and conditions of the provision of the Services:

4.1. Service provision term: **Services** shall be provided from ... /2021 to .../12 /2022

4.1.1. Service provision schedule:

4.1.1.1. creation and tailoring of **DMS** – *until 23/12/2022;*

4.1.1.2. training for the NATO ENSEC COE Staff and Administrators of **DMS** – *within 30 days after creation of each individual Module.*

4.2. Conditions of the Service provision:

4.2.1. The **Services** will be delivered *in situ* of the NATO ENSEC COE.

4.2.2. Location of delivery of the training will be the same as indicated in para **4.2.1.** of the Special Part of the **Contract**. In case there would be restrictions regarding COVID-19, **Parties** agree to conduct training from remote upon pre-agreed (by e-mail) schedule, using MS Teams platform.

4.3. The **Parties** agree on the following conditions for provision of **Services**:

4.3.1. Provision of **Services** under the conditions of this **Contract** will be conducted by ordering and creating each individual **Module** one by one, but not necessary all **Modules** at once.

4.3.2. The **Buyer** shall undertake to buy, and the **Supplier** agrees to create minimum 2 Modules and maximum 8 Modules, listed in Annex 1 to the **Contract**.

4.3.3. The creation of each individual **Module**, listed in Annex 1, will be started by the **Supplier** only on receipt (by e-mail) of the written **Request** from Authorized person of the **Buyer** (para **8.4.** of the Special Part of the **Contract**).

4.3.4. The term of creation of each individual **Module** will be settled upon mutual agreement and coordination between **Parties** by e-mail prior to submission of **Request**, indicated in para **4.3.2.** of the Special Part of the **Contract**.

4.3.5. The term for creation and tailoring of one **Module** shall not exceed 45 days.

4.3.6. The **Supplier** shall undertake to consider **Buyers'** interests and remarks concerning structure and functionality of each **Module** or interoperability of **Modules** during the creation and correction process, when **Buyers'** request will be based on structure and system of Standard Operational Procedures of the **Buyer**.

4.5. The **Supplier** and the **Buyer** shall agree on the timetable for communicating the intermediate results either electronically or during the meetings in accordance to the conditions laid down in the **Contract**.

4.6. The **Buyer** shall undertake to e-mail or communicate in any other agreed way to the **Supplier** his comments and motivated guidelines regarding the compliance of the **Services** with the contractual requirements. In the same manner, the **Supplier** shall undertake to e-mail or communicate in any other agreed way to the **Buyer** his feedback on afore mentioned issues.

4.7. The **Buyer** shall undertake to pay to the **Supplier** for the Services within 30 (thirty)



days from the date of provision of the **Services**, receipt of the Invoice from the **Supplier** and signing of the Transfer-Acceptance Act.

4.8. Should the **Buyer** have reasoned and motivated remarks regarding shortcomings in quality of **Module** created, signature of the Transfer-Acceptance Act will be delayed until shortcomings will be corrected by the **Supplier**.

4.9. Should the **Buyer** not sign the Transfer-Acceptance Act or fail to indicate the shortcomings within the period specified in Item 4.7., after the expiry of this deadline it shall be deemed that the **Services** have been rendered and accepted properly.

4.10. Where the **Supplier** fails to start providing the **Services** for more than 5 (five) days from the term set forth in Item 4.1 of the Special Part of the **Contract**, the **Buyer** shall have a right to terminate the **Contract** in the manner specified in the General Part of the **Contract**.

5. Quality requirements.

5.1. The **quality of the services** shall comply with the Technical specification for the Document management system, provided in Annex 1 of the **Contract**.

5.2. The **Supplier** shall undertake to provide product guarantee services free of charge for each **Module** within one year after signing of the Transfer-Acceptance Act for each single **Module**.

6. Elimination of defects.

6.1. The **Supplier** shall eliminate any faults in the provision of the **Services** within 24 (twenty four) hours of a working day having received a written notice or a notice that can be produced in writing or in other form agreed by the Parties from the **Buyer**, and indemnify the **Buyer** for the damages incurred thereby (if any).

7. Obligations performance security.

7.1. There shall be no additional performance guarantees (the bank guarantee or the guarantee letter from the insurance company).

7.2. The **minimal losses**, agreed by the **Parties**, which the **Supplier**, must pay to the **Buyer** in cases, indicated in para. 9.4. of the General Provisions of the **Contract**, will be 7 (seven) percent of the **Contract** price.

8. Other terms and conditions.

8.1. The Supplier shall undertake:

8.1.1. To follow the lawful instructions given by the **Buyer** in connection with the **Contract**. Should the **Supplier** believe that the **Buyer's** instructions do not meet the requirements set forth in the **Contract**, it shall notify the **Buyer** in writing within 5 (five) days from the receipt of such instructions.

8.1.2. To indemnify the **Buyer** for the losses related to any claims resulting from the use of copyrights, patents, licenses, drawings, models, brands or trademarks, except for the cases when such an infringement occurs due to the **Buyer's** fault.

8.1.3. While providing the services, the **Supplier** shall be required to comply with the laws and legal acts applicable within the Republic of Lithuania. The **Supplier** shall indemnify the **Buyer** for the losses should the **Supplier** or its employees fail to comply with the laws of the Republic of Lithuania and other legal acts, resulting in filing of claims of any kind or legal



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proceedings.

8.2. The **Buyer** shall undertake to:

8.2.1. throughout the validity of the **Contract** use the Services provided by the **Supplier** without infringing the rights or legitimate interests of third parties, or the principles of good morality or public order, in compliance with all the conditions of the present **Contract**, and the requirements of legal acts effective within the territory of the Republic of Lithuania;

8.2.2. ensure timely payment for the provided Services according to the invoice submitted in the manner set forth in Item 4.1. of the General Part of the **Contract**.

8.2.3. prevent any third parties from using the **Services** without having obtained consent of the **Supplier**.

8.3. Having informed the **Supplier** in writing within no less than 30 (thirty) days, the **Buyer** shall have a right to terminate the **Contract** unilaterally without compensating the **Supplier** for any direct or indirect damages in case no further funding has been allocated for the implementation of the **Contract**.

8.4. Authorized person of the **Buyer**: CPT. Tomas Plėta, tomas.pleta@enseccoe.org

8.5. The supervising administrator appointed by the **Supplier**: Name Surname email@email.com

8.6. Annex to the Contract.

8.6.1. Annex 1 **Technical specification** for the Document management system;

8.6.2. Annex 2 **Proposal**;

8.6.3. Annex 3 **Template of the Transfer-Acceptance Act**

9. Contract period.

9.1. The contract shall enter into force upon the date of signing and shall be valid until, 2022.

11. Data of the Buyer:

NATO Energy Security Centre of Excellence

Tax payer's Code: 9000052783

Address: Šilo g. 5A, LT-10322 Vilnius

Account No.: LT 79 7044 0600 0786 6734;

Bank code 70440

Bank AB SEB bank

Tel. +8 706 71004

E-mail: info@enseccoe.org

12. Data of the Supplier

[Company]

Code:

VAT payer code:

Address:

Bank:

Account No:

Bank code:

Tel. +370

BUYER

SUPPLIER

NATO Energy Security Centre of Excellence

Director

Col. Romualdas PETKEVIČIUS

[Company]

Director

Name Surname



GENERAL PROVISIONS

1. Definitions

1.1. The main definitions used in this Contract are the following:

1.1.1. Contract shall mean the general provisions and the Special Provisions of the service sales-purchase contract including its annexes.

1.1.2. The Parties to the Contract shall mean the **Buyer** and the **Supplier**:

1.1.2.1. **Buyer** shall mean the contracting party whose details are provided in the Contract and who shall purchase the Services under the terms and conditions laid out in this Contract;

1.1.2.2. **Supplier** shall mean the contracting party whose details are provided in the Contract and who shall provide the Services under the terms and conditions laid out in this Contract.

1.1.3. Third party shall mean any natural or legal person (including the State, public authorities, municipalities, or municipal authorities) not considered a Party to this Contract.

1.1.4. Licenses **shall mean** all necessary licenses, patents and/or permits required for the successful performance of the Contract.

1.1.5. Subject matter of the Contract shall mean the services and the product related to the provision of the services upon which the Parties have agreed in the Special Provisions of the Contract.

1.1.6. Minimal losses agreed by the Parties in advance shall mean the fixed undisputed amount stipulated in the Contract or calculated in accordance with the procedures set forth in the Contract which the **Supplier** shall undertake to pay to the **Buyer** in case of failure to perform the obligation or to perform it in an adequate manner.

1.1.7. Pricing rules shall mean the price stipulated in the Contract or the rules for calculating and adjusting the Contract price.

1.1.8. Materials shall mean the materials that shall be used for the provision of the Services or purchased in conjunction with the Services or created while providing the Services.

1.2. Counting of the minimal losses agreed by the Parties in advance shall start from the day after the payment due date and shall finish at the day of completion of the contractual obligations by a respective Party (the day of the completion of the contractual obligations is to be considered the last day of counting).

1.3. The headings of the parts and the articles of the Contract shall be used only for convenience of reference and in event of interpretation of the Contract may only be used as a supplementary measure.

1.4. Unless the Contract stipulates otherwise, the Contract period and other periods of time shall be counted in calendar days.

1.5. Should the payment date coincide with the official holidays and non-working days of the Republic of Lithuania, in accordance with this Contract, the payment will be due on the following day.

1.6. In this Contract, where it is required by the context, the words given in their singular form may acquire the meaning of the plural, and *vice versa*.

1.7. In cases where written and numeric representations mean different amounts, the written representation shall be given priority.

2. Contract price / rates

2.1. The contract price/rates is the amount which the **Buyer** shall undertake to pay to the



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Service Provider under the terms and procedures specified in this Contract.

2.2. The contract price/rates are constant and invariable for the entire duration of the Contract period.

2.3. The contract price shall be inclusive of the cost of the services, all service-related costs and fees, including VAT. The **Supplier** must include all service-related costs into the Contract price/rates including but not limited to:

2.3.1. logistics (transportation) costs;

2.3.2. all costs related to the preparation and presentation of the documents required by the **Buyer**;

2.3.3. costs related to the acquisition or the rent of the tools, equipment or machinery required for the provision of the Services as well as the operating costs of the equipment or the technical tools listed in this article;

3. Terms and conditions for the provision of the Services

3.1. The Services are to be provided under the terms and conditions laid out in the Special Provisions and the Annex(es) to the Contract.

3.2. The **Supplier** shall provide the services at his own risk without any additional payment. The Services provided in an adequate manner shall be approved by both Parties signing the Transfer-Acceptance Act which is to be duly signed only if the quality of the provided service is adequate and meets the requirements specified in the Contract and Annex(es) thereto.

4. Payment terms and conditions

4.1. The **Supplier** shall be paid after the subject of the contract, corresponding to the requirements set forth in the **Contract** and the annex(es) thereto, is submitted to the **Buyer** and both parties duly sign the Transfer-Acceptance Act, within 30 (thirty) calendar days of signing of the Transfer-Acceptance Act and the receipt of the Invoice.

5. Quality of Services

5.1. The Services must meet the requirements set forth in the Contract and Annex(es) thereto.

5.2. Should the **Buyer**, during verification of the quality of the Services provided, identify any shortcomings in the service provision or a fact of delay or failure to provide the Services, or a breach of other contractual obligations, an investigation report shall be drawn up; it must be duly signed by the authorized representatives of the **Buyer** and the **Supplier**. The **Supplier** shall be subject to contractual liability (in case of the refusal of the **Supplier's** representative to sign it, the inspection report shall be duly signed by the **Buyer's** representative only).

5.3. In cases when the conflict on the quality of the services cannot be resolved by a mutual agreement of the Parties, the Parties shall reserve the right to invoke independent experts. All the expert work-related expenses shall be borne by the Party against whom the decision of experts lies.

5.4. The **Supplier** shall undertake to allow the **Buyer** to carry out the quality control of the provided Services during the course of provision of the Services, on a date and time agreed by the Parties in advance.



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5.5. Upon noticing that the materials resulting from the provision of services at the time of transfer-acceptance do not meet the requirements set forth in the Contract and Annex(es) thereto, the representatives of the **Supplier** are to be invited; in their presence, a certificate shall be drawn up and the materials shall not be accepted, whereas the **Supplier** shall become subject to contractual liability (in this case, the contractual liability shall arise provided the delivery deadline has expired) (*applicable if the materials handed/sold while performing the Service Contract are directly related to the subject matter of the Contract*).

6. Force majeure

6.1. The Party shall not be held liable for failure to fulfil any of the contractual obligations, if it proves that this happened due to unusual circumstances, which the Parties were unable to control or reasonably foresee, or prevent these circumstances or their consequences. Only the circumstances mentioned in Article 6.212 of the Civil Code of the Republic of Lithuania and in the Rules of the Exemption from Liability in the Case of *Force Majeure*, adopted by the Resolution No. 840 of the Government of the Republic of Lithuania on 15 July 1996, are to be considered force majeure. In order to determine the force majeure circumstances, the Parties shall refer to the Resolution No.222 "On the Approval of the Procedure of Issuing the Certificates of the *Force Majeure* Circumstances", adopted by the Government of the Republic of Lithuania on 13 March 1997, or any superseding regulatory legislation. In the event of *force majeure* circumstances, the Parties to the Contract, in accordance to the procedures set forth in the legal acts of the Republic of Lithuania, are to be relieved from the liability for the failure to fulfil, complete or properly perform the contractual obligations and the Contract period is to be extended.

6.2. A Party aiming for exemption from liability must notify in writing the other Party about the force majeure circumstances immediately, but no later than 10 (ten) working days after the occurrence or discovery of such circumstances, by providing evidence that it has taken all reasonable precautions and made all efforts to reduce the costs or negative consequences, as well as to communicate a possible date of fulfilment of the contractual obligations. Notification shall also be required when the basis for a failure to fulfil the obligations disappears.

7. Termination of the Contract

7.1. This Contract may be terminated:

7.1.1. by a written agreement of the Parties;

7.1.2. in the event of force majeure taking place longer than 1 (one) month (or more than 14 (fourteen) days (depending on the specific performance of the contract)) and in the absence of a mutual agreement between the Parties on the amendment of this Contract which would allow the Parties to continue performing their contractual obligations.

7.2. The **Buyer** shall be entitled to unilaterally terminate the Contract, by sending a written notice to the **Supplier** no later than 15 (fifteen) days in advance, if:

7.2.1. The **Supplier** fails to commence provision of the Services on the date specified in the Special Provisions of the Contract;

7.2.2. The **Supplier** fails to provide the Services in a timely manner by the deadline(s) specified in the Special Provisions of the Contract;

7.2.3. The **Supplier** increases the prices/rates of the Services;



7.2.4. The **Supplier** fails to perform or performs improperly the warranty obligations set forth in Article 6 of the General Provisions of the Contract;

7.2.5. The quality of the Services provided by the **Supplier** does not meet the requirements set forth in the Contract and the annex(es) thereto and the **Supplier** fails to eliminate the defects of the provided services in accordance with the procedure laid out in the Special Provisions of the Contract.

7.3. Upon termination of the Contract, the **Supplier** must return to the **Buyer** the received advanced payment for the Services that have not been provided, within 10 (ten) days from the termination of the Contract.

8. Dispute settlement procedure

8.1. The Contract is concluded and is to be interpreted in accordance with the law of the Republic of Lithuania.

8.2. Any disputes or disagreements between the Parties related to the Contract are to be settled through negotiation; in the event of failure to settle the dispute in this way, it will be examined further according to the laws of the Republic of Lithuania in the courts of the Republic of Lithuania operating in the area of the **Buyer's** domicile.

9. Responsibilities

9.1. During the period of quality guarantee in the event of a delay to eliminate the indicated defects within the period of time specified in the Special Provisions of the Contract, the **Service Provider** shall pay to the **Buyer** 0.2% of the value of the defective products for each day of the delay and cover the minimal losses agreed by the Parties in advance.

9.2. Upon the termination of the Contract due to the reasons listed under Articles 7.2.1, 7.2.2, 7.2.3, 7.2.4, 7.2.5 of the General Provisions of the Contract, the **Supplier**, within 14 (fourteen) days (from the date of the termination of the Contract), must pay to the Buyer 7 (seven) percent of the Contract price (or of the total tender price (with VAT if it is included into the Contract price) or a specific fixed amount is to be specified) of the minimal losses agreed by the Parties in advance but no more than the value of the outstanding liabilities. The payment of the minimal losses agreed by the Parties in advance shall not release the **Supplier** from the obligation to pay all the losses incurred by the **Buyer** due to the Seller's non-performance or defective performance of the Contract.

9.3. Other cases of the contractual liability of the **Supplier** are specified in the Special Provisions of the Contract.

9.4. If the services were delayed or not provided, or the services provided were of inadequate quality and there is no possibility to provide services or eliminate the defects, the **Supplier** shall pay to the **Buyer** the amount of minimal losses, agreed by the Parties in advance and specified in the Special Provisions of the Contract, for the non-provision or defective provision of either of the Services listed in the Annex to this Contract. The payment of the minimal losses agreed by the Parties in advance shall not release the **Supplier** from the obligation to pay all damages incurred by the **Buyer** due to the **Supplier's** failure to perform the Contract or defective performance thereof. The **Supplier** shall undertake to cover the minimal losses agreed by the Parties in advance no later than within the period specified in the invoice or in the call.

9.5. In the event of failure to provide the services which are still possible to be provided or



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the defects which are still possible to be eliminated, the **Supplier** undertakes to provide non-provided services or to eliminate the defects of the provided services no later than within 1 (one) day after the submission of the **Buyer's** written comments and/or complaints or within the other period of time agreed with the **Buyer** in writing. The **Supplier**, not having provided the services or not having eliminated the defects in their provision within 1 (one) day or another period of time agreed with the **Buyer** in writing, shall pay to the **Buyer** the amount/percentage from the value of the services not provided or the services, the defects of which have not yet been eliminated, as the minimal losses for each day of delay, as agreed by the Parties in advance. The payment of the minimal losses agreed by the Parties in advance shall not release the **Supplier** from the obligation to compensate all damages incurred by the **Buyer** due to the **Supplier's** failure to perform the Contract or defective performance thereof. The **Supplier** undertakes to cover the minimal losses, agreed by the Parties in advance, within the period specified in the invoice or in the call.

9.6. The delays of budget funding shall be considered a sufficient condition for a complete exemption of the **Buyer** from the civil liability and paying of the interest for the late payment.

10. Intellectual and industrial property rights.

10.1. All the resulting works and the related rights, acquired pursuant to this Contract, including copyright and other intellectual and industrial property rights (excluding the „moral rights“), shall be deemed the property of the **Buyer**. In cases when the works or parts thereof, resulting from the service provided, are subject to copyright according to the Law on Copyright and Related Rights of the Republic of Lithuania, the **Supplier** shall pass to the **Buyer** on the permanent basis the author's exclusive rights specified in Article 15 Para 1 of the Law on Copyright and Related Rights, which are valid in the territory of the Republic of Lithuania and beyond, together with the resulting works, and shall give permission to the **Buyer** to use the above mentioned objects of copyright for all purposes listed in Article 15 Para 1 of the Law on Copyright and Related Rights.

10.2. The **Service Provider** shall not publish any articles based on the results obtained during the research or use them while providing any services to other clients or disclose any information received from the **Buyer**, without the **Buyer's** prior written consent.

11. Contract period

11.1. The Contract shall come into effect upon its signature by both Parties. The Contract terms and conditions may not be modified during the Contract period, except by a written agreement of both Parties. Minor adjustments of the Contract terms and conditions made subject to the conditions specified in the Contract shall not be considered as an amendment to the terms and conditions of the Contract, provided these circumstances are set forth in a clear and unambiguous manner and were present in the tender.

11.2. Upon noticing a technical oversight or spelling mistakes (e.g. imprecise transposition of the terms from the tender or the Contract terms and conditions, etc.) or in the event of the change of people in charge of the performance of the Contract or the contact details of the Parties, if it happened during the contract period, the contracting Parties may adjust the terms and conditions of the Contract in writing without recourse to the Public Procurement Office. Such adjustment of the terms and condition of the Contract shall not be considered as an amendment to the terms and conditions of the Contract.



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11.3. The contract may be extended under the conditions specified in the Special Provisions of the Contract.

12. Correspondence

12.1. Any messages sent by the **Buyer** and the **Supplier** to each other must be in the English language and in a written form. All messages sent by the Parties to each other must be sent by post, e-mail, fax or delivered in person. Messages must be sent to the addresses or numbers provided under the contact details of the Parties, in the Special Provisions of the Contract. Should the sender require a confirmation of receipt, it shall include such a request in the message itself. In cases where there exists a fixed deadline for the receipt of the reply to a message submitted in writing, the sender should include in the message the request for confirmation of the receipt of a message submitted in writing.

12.2. The Parties undertake to inform each other in writing about the change of the contact details provided in the Special Provisions of the Contract no later than in 3 (three) working days. A contracting Party failing to inform about the change of its contact details in a timely manner shall not be entitled to make claims about the other Party's actions undertaken in accordance with the contact details of the Party provided in the Contract.

13. Confidentiality

13.1. The Parties must ensure that the information which they communicate to each other would be used only in performance of the Contract and would not be used in detriment to the Party which has provided such information.

13.2. The Parties shall undertake to ensure that all information available and/or entrusted to them would be kept confidential in the entire duration of the contract as well as after the expiry of the Contract period and the termination of the Contract.

13.3. The **Supplier** undertakes not to use the information provided by the **Buyer** either in its or any third party's benefit and not to disclose such information to persons other than the ones specified in the legislation of the Republic of Lithuania.

14. Final provisions

14.1. The Contract is concluded in the English language in two copies (one for each Party). This Contract consists of the General and Special Provisions and the annex(es) to the Contract. All the annex(es) to this Contract form an integral part of the Contract.

14.2. None of the Parties shall be entitled to assign the contractual rights and obligations to a third party without a written consent of the other Party.

14.3. The **Supplier** shall guarantee that it is in possession of all licenses required for the successful performance of the Contract. The **Supplier** shall indemnify the **Buyer** for the damages and other expenses arising from litigation if the **Buyer** has to face claims or legal proceedings due to the patent or license violations arising out of the Contract or performance thereof.

14.4. The contracting Parties hereby confirm that by concluding the Contract they have not exceeded or violated their authority (including statutes and regulations or rulings, decisions, and orders of any governing body (the owner, founder or other authority) of a contracting Party or any mandatory legislation (as well as local or individual), transactions, court



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decisions (court rulings or order of the court), etc.).

14.5. The **Supplier's** appointed person/persons representing the **Supplier**, who are taking and approving the **Buyer's** orders, being responsible for the quality of services, participating in meetings with the **Buyer**, and engaged in other activities necessary for the proper performance of the Contract is/are listed in the Special Provisions of the Contract.

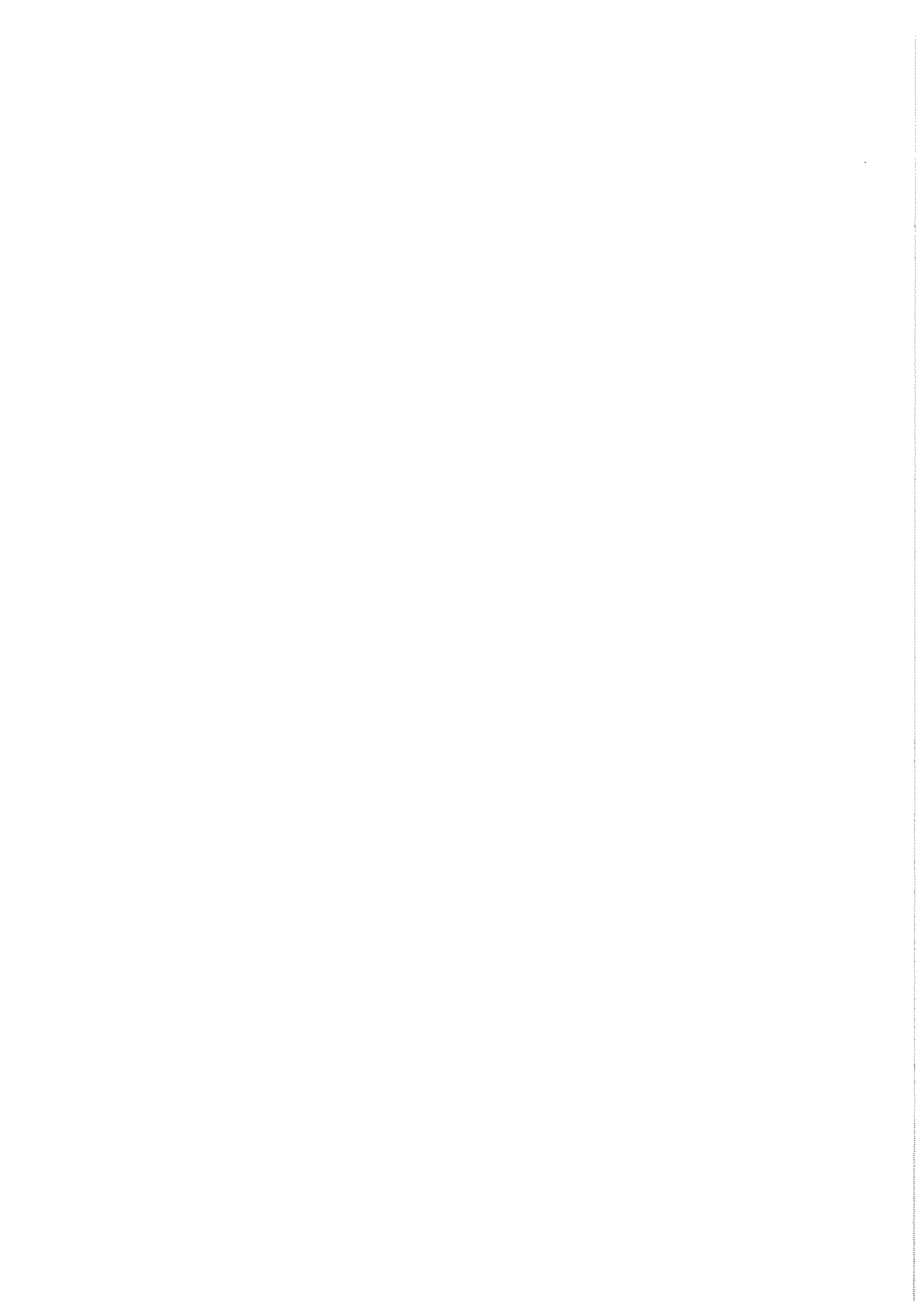
14.6. The **Buyer's** appointed person/persons representing the **Buyer**, filing the orders to the **Supplier**, participating in meetings with the **Supplier** and performing other activities necessary for the proper performance of the Contract are listed in the Special Provisions of the Contract.

BUYER

SUPPLIER

**NATO Energy Security Centre of
Excellence**
Director
Col. Romualdas PETKEVIČIUS

[Company]
Director
Name Surname





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TRANSFER-ACCEPTANCE ACT

Date of signature:	Contract	T/A Act	Place of signature:	Vilnius	Reg. No:	Contract	T/A Act
	DD/MM/YY YY	DD/MM/YY YY					
Buyer:	The NATO ENSEC COE						
Supplier:	[NAME, SURNAME]						

NATO Energy Security Centre of Excellence, Tax payer's code: 9000052783, Address: Šilo g. 5A, 10322 Vilnius, Lithuania, represented by its Director **Col. Romualdas PETKEVIČIUS**, acting in accordance with Memorandum of Understanding among the several NATO Nations, concerning the establishment, administration and operation of the NATO Centre of Excellence for Energy Security, signed on 10 July, 2012 (hereinafter – the **Buyer**) and , legal entity code, [address], represented by [Name, Surname], Director, acting in accordance with the articles of regulation of the company (hereinafter – the **Supplier**),

hereinafter for the purpose of the present Services Purchase Contract jointly referred to as the **Parties**, and each individually – **the Party**, hereby have confirmed, that

1. [NAME OF THE MODULE etc.] (further referred as **Work**) was submitted to the **Buyer**.
2. **Buyer**, having assessed the **Work** submitted, states that it meets the requirements provided in the **Contract** for creation of **DMS** No. [NUMBER OF THE CONTRACT] (further referred as the **Contract**) and the value of the presented **Work** is [THE AMOUNT OF REMUNERATION ACCORDING TO THE ANNEX 2 "PROPOSAL..." to the Contract, TO BE PAYED Euros].
3. **Supplier** has properly created and submitted the **Work** and **Customer** has accepted the **Work**.
4. Signing of the Act by the **Buyer** shall mean that the **Buyer** has evaluated the **Work** in deed, is aware of its characteristics and legal regime of use, and has no claims against the **Supplier**.
5. After signing of the Act by the Parties, the obligation of the **Supplier** to transfer the **Work** and obligation of the **Buyer** to accept it shall be deemed fulfilled.
6. The Act enters into force from the date of signing and is the integral part of the **Contract**.
7. This Act was concluded in the English language in two original copies, one for each Party. Both texts of the Act are authentic and have equal legal force.

	Buyer	Supplier
Parties	NATO Energy Security Centre of Excellence Col. Romualdas PETKEVIČIUS	[Name, SURNAME]
Signature		



(Model form of the supplier's declaration)

SUPPLIER'S DECLARATION

(Name of the supplier)

(Legal form, registered address and contact information of the legal entity, the name of the register where information about the supplier is filed and stored, the registration number of the legal entity, the VAT identifier [provided that the legal entity is a VAT payer])

SUPPLIER'S DECLARATION

No. _____ of _____
(Date)

(Place of signature)

1. I, _____,
(Position and full name of the supplier's manager or authorised representative)

hereby represent that _____
(Name of the supplier)

which appears under my management/representation and participates in _____
(Name of procurement object, procurement code and procurement method)

carried out by _____
(Name of the Contracting Authority)

announced in _____,

has not entered into any arrangement with creditors, has not suspended or restricted its business activities, has not been guilty of any grave professional misconduct (violation of any competition, work, employee safety and health or environmental legislation) for which an administration penalty (if the supplier is a natural person) or an economic sanction (if the supplier is a legal entity) provided by the laws of country of provider has been imposed on the supplier, or less than one year elapsed from the imposition of the said sanction.

2. I am aware that in the event the declaration provided by me is false, then the submitted tender shall be rejected.

3. The supplier shall be liable for the correctness of information provided in the declaration in the manner set forth by the laws.

(Position of the person who drew up the declaration)

(Signature)

(Full name)

