

DRAFT PUBLIC PROCUREMENT AGREEMENT

1. SUBJECT MATTER OF THE AGREEMENT

1.1. The subject matter of THE AGREEMENT – Organizing survey platform services (creation of survey questionnaire and quizzes, receiving and exporting of data) for STI employees, including consultation by the supplier regarding service content and possibilities (hereinafter referred THE SERVICE). PERFORMANCE OF THE SERVICE is elaborated in THE AGREEMENT.

1.2. All benefit provided by THE SUPPLIER to THE CUSTOMER during THE AGREEMENT period, when complying with the provisions of THE AGREEMENT, hereinafter referred to as the result of SUPPLY OF THE GOODS.

1.3. PERFORMANCE OF THE SERVICE is carried out by THE SUPPLIER to THE CUSTOMER.

1.4. The requirements for PERFORMANCE OF THE SERVICE and for THE PARTIES stipulated in THE AGREEMENT, THE TENDER DOCUMENTS and other documents reference to which is made in THE TENDER DOCUMENTS hereinafter are referred to as the REQUIREMENTS.

1.5. PERFORMANCE OF THE SERVICE must be carried out according to THE REQUIREMENTS.

1.6. After the entry into force of the new legal acts of the Republic of Lithuania relating to PERFORMANCE OF THE SERVICE, THE SUPPLIER shall undertake to execute the provisions of such legal acts from the date of their entry into force. Every provision of THE AGREEMENT which does not comply with the new legal act of the Republic of Lithuania that has entered into force, shall not apply from the date of entry into force of such new legal act, and the provision of the new legal act of the Republic of Lithuania that came into force shall apply instead.

2. PRICE AND SETTLEMENT

2.1. THE SUPPLIER must provide accounting documents (for example invoices) through the information system “E. invoice” available at www.esaskaita.eu.

2.2. The customer settles with the supplier by one-time payment in 30 (thirty) days since getting the bill, after the customer confirms accounting documents in the “E.sąskaita” information system.

2.3. The price of THE SERVICE is XXXX EUR (VAT is excluded). The price of THE SERVICE includes all taxes, overheads, levies and costs relating to the system “E.Invoice” paid and incurred by THE SUPPLIER in connection with execution of THE SUPPLIER’S obligations under THE AGREEMENT.

Detailed price of THE SERVICE:

The Service	Price (excluding VAT*) EUR
Survey platform services: for the 12 month period (3 main users and no less than 10 additional users; unlimited number of surveys and forms per month; no less than 5 000 responses per month)	€4900 (with 3 administrators) <ul style="list-style-type: none"> - The 3 user login credentials could be used by multiple people if need be to accomodate VMI user base - To add each additional admin - €360/year/user - €7420 total with 10 administrators

**VAT will be calculated and paid in Lithuania by the Contracting Authority*

2.4. Payment mentioned in THE AGREEMENT shall be made by transferring the relevant amount of money to the bank account of THE SUPPLIER specified in THE AGREEMENT.

2.5. The pricing rule of THE AGREEMENT - a fixed price.

2.6. The price of THE SERVICE shall not be recalculated due to change in the level of the prices or due to changes in taxes.

2.7. All amounts and payments provided for in THE AGREEMENT shall be calculated and made in Euros.

2.8. Payment Use of the result of THE SERVICE cannot claim any additional costs from THE CUSTOMER increasing the price of THE SERVICE.

3 PERFORMANCE OF THE SERVICE

3.1. THE SUPPLIER undertakes service implementation, that is provides sign in for users, in 2 work days since getting the payment from THE CUSTOMER for the services.

3.2. THE SUPPLIER provides service for 12 months.

3.3. All requirements (all terms and conditions) provided for in THE TENDER DOCUMENTS relating to PERFORMANCE OF THE SERVICE shall become obligations of THE SUPPLIER in THE AGREEMENT.

3.4. The quality of the service must comply with the REQUIREMENTS and the provisions of the Civil Code of the Republic of Lithuania (hereinafter - the Civil Code).

3.5. The CUSTOMER's proprietary right to each element of the SERVICE result, which is the object of the property right in accordance with the Civil Code, arises from the moment when the SUPPLIER transfers such an element of the result of the SERVICE to the CUSTOMER.

3.6. The PARTIES, in order to ensure compliance with environmental principles so that less natural resources are consumed to provide the SERVICE, undertake not to print paper documents related to the execution of the AGREEMENT and to use only electronic documents.

4 LIABILITY OF THE PARTIES

4.1. THE PARTIES must refrain from any action that might harm the other PARTY. If either PARTY fails to fulfil or unduly fulfils the liabilities provided for in THE AGREEMENT, the guilty PARTY must compensate the losses incurred by the other PARTY due to failure to fulfil or undue fulfilment of the terms and conditions of THE AGREEMENT.

4.2. Delay of payment by THE CUSTOMER to THE SUPPLIER is subject to a fine of 0.06% of the amount of late payment for every day of delay, but no more than 5% of the value of THE AGREEMENT. No fine shall be calculated for THE CUSTOMER if delay results from undue funding of THE CUSTOMER.

4.3. THE SUPPLIER'S delay in performing the obligations under THE AGREEMENT is subject to a fine of 0.06% of the value of the delinquent obligations for every day of delay, but no more than 5% of the value of THE AGREEMENT. Interest for the CUSTOMER is not calculated if the delay arises due to improper funding of THE CUSTOMER.

4.4. If the use of the SERVICE result will reveal that the CONTRACTUAL information transmitted to the SERVICE DOCUMENTATION is incomplete and is not sufficient to fulfill any of the OBJECTIVES OF THE SERVICE PROVIDED under the CONTRACTUAL CONDITIONS, the CUSTOMERS LOSSES (including dossier processing costs) incurred by the SUPPLIER shall be borne by the SUPPLIER.

5 VALIDITY, AMENDMENT AND TERMINATION OF THE AGREEMENT

5.1. THE AGREEMENT takes effect since the day of the registration of the agreement, that is signed by both parties, in THE CUSTOMER information system and is valid until the day of total completion of the obligations according to the agreement.

5.2. If THE SUPPLIER unduly performs THE AGREEMENT, THE CUSTOMER may terminate THE AGREEMENT by giving a written notice to THE SUPPLIER 10 calendar days in advance. In determining the main infringement of the AGREEMENT, the CUSTOMER must comply with the provisions 6.217 of Civil code of the Republic of Lithuania.

5.3. If THE SUPPLIER at its own wants initiative to terminate THE AGREEMENT before time, THE SUPPLIER can terminate the same only by giving a written notice to the CUSTOMER 10 calendar days in advance. THE SUPPLIER shall also undertake within 5 working days from the moment of receipt of THE CUSTOMER'S request to compensate all losses incurred by THE CUSTOMER as result of such termination of THE AGREEMENT.

5.4. All and any amendments, supplements of and annexes to THE AGREEMENT shall be valid if made in writing and confirmed with signatures of the authorized representatives of both PARTIES.

5.5. The terms and conditions of THE AGREEMENT cannot be amended during the term of THE AGREEMENT, except the cases provided for in the Article 89 of the Law on Public Procurement.

6. FORCE MAJEURE

6.1. None of THE PARTIES to THE AGREEMENT shall be liable for full or partial failure to fulfil the obligations assumed if it proves that it has failed to fulfil the obligations due to force majeure.

6.2. THE PARTY which due to the circumstances of force majeure cannot fulfil its obligations, must immediately, but not later than within 5 days after the occurrence or clarification of the force majeure circumstances, notify the other PARTY in writing thereof. Should the force majeure circumstances last longer than for one month, either PARTY, after having notified the other PARTY in writing thereof, can terminate THE AGREEMENT.

6.3. Force majeure are the circumstances defined in the Article 6.212 of the Civil Code and in the Rules for Exemption from Liability in the Event of Force Majeure approved by the Resolution No 840 of the Government of the Republic of Lithuania of the Republic of Lithuania dated on 15 July 1996.

7. OTHER PROVISIONS

7.1. Titles of the clauses of THE AGREEMENT shall have no regulatory power - they are intended only to facilitate the search for the terms and conditions of THE AGREEMENT.

7.2. THE AGREEMENT is concluded on the basis of the Law on Public Procurement and the Civil Code. All and any disputes arising out of THE AGREEMENT between THE PARTIES shall be resolved by the regulatory legal acts of the Republic of Lithuania.

7.3. All and any disputes arising out of THE AGREEMENT between THE PARTIES shall be resolved by mutual agreement of the Parties, but in the event of disagreement, by legal acts of the Republic of Lithuania.

7.4. CUSTOMER'S PERSON RESPONSIBLE for the proper execution of THE AGREEMENT: Loreta Milašauskaitė (phone: 8 669 59791, e-mail: Loreta.Milasauskaite@vmi.lt) and Raminta Velijevaitė (phone: (8 5) 2668 235, e-mail: Raminta.Velijevaite@vmi.lt).

CUSTOMER:

SUPPLIER:

TECHNICAL SPECIFICATION OF THE SERVICE

The service are provided for the 12 month period and have a following requirements:

1. Users: 3 main users and no less than 10 additional users that could sign in to the platform with the same sign in codes at different times via different devices;
2. Unlimited number of survey and its forms (crosswords, tests and so on) per month
3. No less than 5 000 (five thousand) responses per month (1 response is considered a response from one person to for example 100 question survey)
4. Data analysis in real time, possibility to share the results and export it in preferred format (CSV, Excel, PDF)
5. Possibility to user STI logo, colors and labels
6. Possibility to use the platform in Lithuanian language
7. Help of a platform representative by phone and email, providing information about the possibilities and tools of the platform.

General requirements for information security

1. Execution of the service must be guided by 27 April 2016 Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and other legal regulations.
2. THE SUPPLIER and its employees can be liable to the criminal code, administrative offenses code and other legal acts of the Republic of Lithuania if THE SUPPLIER and / or its employees will violate the requirements of information safety (confidentiality, integrity and accessibility). THE SUPPLIER will have to compensate for the losses related to the unlawful handling of information and other information security violations.
3. *Secret information* will be provided for THE SUPPLIER only to the extent needed for the execution of the service. THE SUPPLIER must take all legal, technical and organizational precautions to secure information that was received.
4. THE SUPPLIER must ensure and guarantee that its employees, that will execute the service, will keep the received information in secret at the time of executing the service as well as after the completion of the agreement and after the end of the relations with THE SUPPLIER, work related or otherwise.
5. THE SUPPLIER must ensure and guarantee that its employees, that will execute the service, will be familiarized with Informational message about employees of the service / product providers'



Microsoft Word
dokumentas

- personal data management (the message can be read [here](#)  dokumentas). Familiarization with the message must be done until the start of the service.
6. THE SUPPLIER must inform THE CUSTOMER immediately, if possible no later than after 24 hours since possible security incident. About the occurred or possibly occurred information security incident THE CUSTOMER must be informed via e-mail duomenu_sauga@vmi.lt.
 7. All information security requirements that applies to THE SUPPLIER, also apply to its subcontractors.