

**DEVELOPMENT OF THE NATIONAL ECOSYSTEM FOR THE RECOGNITION AND ANALYSIS OF
THE INFORMATION EFFECT PHENOMENA (NAAS)**

PRE-COMMERCIAL PROCUREMENT CONDITIONS

Contracting Authority (Purchaser):

General Jonas Žemaitis Military Academy of Lithuania

Contact details:

Contracting Authority No. 1 (Applicant)

General Jonas Žemaitis Military Academy of Lithuania

E-mail: naas.projektas@lka.lt

Contracting Authority No. 2 (Partner)

Mykolas Romeris University

E-mail: naas.projektas@lka.lt

CONTENTS

I. GENERAL INFORMATION	3
II. OBJECT OF THE PRE-COMMERCIAL PROCUREMENT	3
III. STAGES, DURATION AND BUDGET OF THE PRE-COMMERCIAL PROCUREMENT	4
IV. PROCEDURES AND TERMS OF THE PRE-COMMERCIAL PROCUREMENT	5
V. REQUIREMENTS FOR THE PREPARATION AND SUBMISSION OF TENDERS	5
VI. REQUIREMENTS FOR TENDERERS	7
VII. EVALUATION OF TENDERS AND DEVELOPMENT OF THE LIST OF TENDERERS	9
VIII. IMPLEMENTATION OF THE PRE-COMMERCIAL PROCUREMENT	10
IX. CONTRACTS OF THE PRE-COMMERCIAL PROCUREMENT	11
X. INTELLECTUAL PROPERTY AND PROTECTION OF CONFIDENTIAL INFORMATION	11
XI. SUBMISSION AND HANDLING OF COMPLAINTS	11
XII. ANNEXES:	13
ANNEX 1. DESCRIPTION OF THE PRE-COMMERCIAL PROCUREMENT OBJECT	14
ANNEX 2. TECHNICAL SPECIFICATIONS	19
ANNEX 3. FORM OF THE TENDER	30
ANNEX 4. DECLARATION OF THE TENDERER	33
ANNEX 5. PROCEDURE FOR THE EVALUATION OF THE TENDERS AND RESULTS	34
ANNEX 6. DRAFT CONTRACTS OF PRE-COMMERCIAL PROCUREMENT	48
ANNEX7. DELIVERY AND ACCEPTANCE OF DEED OF THE PRE-COMMERCIAL PROCUREMENT RESULT	66

I. GENERAL INFORMATION

1. The pre-commercial procurement shall be carried out in accordance with the Article 15(2)(2) of the Law on Procurement of the Republic of Lithuania, Resolution No. 22 of 15 January 2020 of the Government of the Republic of Lithuania *Regarding the Approval of the Description of the Procedure for Procurement of Research and Experimental Development Services* (hereinafter referred to as the **Description**) and these Pre-commercial Procurement Conditions (hereinafter referred to as the **Conditions**).
2. **Purchaser** (Contracting Authority) – General Jonas Žemaitis Military Academy of Lithuania (MAL). The procurement is carried out together with the Partner (Contracting Authority) Mykolas Romeris University (MRU). The Contracting Authorities are value-added tax (VAT) payers.
3. Terms used in the Conditions: **Pre-commercial Procurement** means a procurement of scientific researches and/or experimental development (hereinafter referred to as the **R&D**) services having the codes from 73000000-2 to 73120000-9, 73300000-5, 73420000-2 and 73430000-5 according to the Common Procurement Vocabulary, other than those where the benefits accrue exclusively to the Contracting Authority for its use in the conduct of its own affairs and are remunerated by the Contracting Authority or that constitute state aid in order to develop an innovative product; **R&D Tenderer** (hereinafter referred to as the **Tenderer**) means a provider who submits a tender for participation in the R&D pre-commercial procurement; **R&D Provider** (hereinafter referred to as the **Provider**) means a natural or legal person or a group of such persons, economic entity or its unit able to offer R&D services in the market; **Coordinating Body** means the Agency for Science, Innovation and Technology. Other terms used in the Conditions correspond to the terms defined in the Description.
4. The pre-commercial procurement shall be conducted according to the principles of equality, non-discrimination, transparency, rationality, economy, competitiveness, proportionality, confidentiality and impartiality, innovativeness, risk-benefit sharing and value for money.
5. The Purchaser shall publish all the information about the implemented project, its aims, results and information about the funding from the European Union Regional Development Fund on the official website (<http://www.lka.lt/lt/titulinis.html>). At the beginning of the project, at least one poster on at least A3 format will be hung in a publicly visible place presenting the information about the project and the funding from the European Union Regional Development Funds.

II. OBJECT OF THE PRE-COMMERCIAL PROCUREMENT

6. The pre-commercial procurement shall be aimed at purchasing the service *Development of the National Ecosystem for the Recognition and Analysis of the Information Effect Phenomena (NAAS)*. The description of the pre-commercial procurement object is provided in the Description of the Pre-Commercial Procurement Object (see Annex 1). The requirements for the pre-commercial procurement object are set forth in the Technical Specifications (see Annex 2) that the Providers can receive from the Purchaser by signing a promise of confidentiality (e-mail for inquiries: naas.projektas@lka.lt).
 - 6.1. During the project, the Contracting Authority shall not plan to acquire equipment or licenses. Where justified and necessary to achieve the objectives of the project, the provision of such licenses and equipment shall be at the Tenderer's own expense or risk. The aim of the project shall be to develop the NAAS system and perform its testing, while its further operation conditions, operating model and necessary resources shall be introduced till the end of the Stage II. For the evaluation of the Stage II results (see Score Values of the Evaluation of the Results of the Stage II), the Tenderers shall provide the annual price for the maintenance of the NAAS system. The price shall be valid for 3 years. Upon the successful completion of all the stages, the Tenderer shall undertake to provide the NAAS support services at the cost of the support for the evaluation of the Stage II, if necessary.
 - 6.2. During the Stage II, the Tenderer shall evaluate and define necessary additional human and financial resources, qualifications, processes and other measures required from the Contracting Authority, potential users and third parties for the use and maintenance of the developed NAAS system, including expenses related to the management of Tenderer or third parties' intellectual property rights prior to the project and the intellectual property rights created during the project.
7. Considering the results of the stages and seeking to achieve the pre-commercial procurement aims, the Contracting Authority may establish additional reasonable requirements and/or update the existing conditions. If such a need arises, the Contracting Authority shall discuss additional requirements or their updates with Tenderers and Coordinating Body. Having approved a respective decision, the additional requirements and/or their updates shall be incorporated in the pre-commercial procurement documents and all the Tenderers shall be notified.

III. STAGES, DURATION AND BUDGET OF THE PRE-COMMERCIAL PROCUREMENT

8. The pre-commercial procurement shall consist of **3 stages**. At the end of each stage, the Tenderers shall compete and their number shall be reduced after each stage in order to select the Tenderers whose Tender corresponds mostly to the aims of the pre-commercial procurement.
9. The total duration of all the pre-commercial procurement stages shall be **24 months**. For important reasons, the Contracting Authority may extend the duration of the stages as follows: Stage I – up to 3 months, Stage II – up to 3 months, Stage III – up to 3 months.

Stage	Duration, months	Maximum number of financed Tenderers
Stage I (development of the concept)	6	4
Stage II (evaluation of alternatives and prototype development)	12	3
Stage III (development of the test batch of the innovative product)	6	2

10. Pre-commercial procurement budget – EUR 1.704.550,00 (including VAT).

	Stage I (development and validation of the concept)	Stage II (development of the prototype)	Stage III (development of the test batch)
Budget, Eur	296.443,00	1.000.497,00	407.610,00
Maximum fixed price per Tenderer, Eur	74.110,75	333.499,00	203.805,00

11. The costs exceeding the fixed price referred to in III (10) shall be borne by the Tenderer. The Tenderers of the Stages II and III of the pre-commercial procurement may be paid up to 30 per cent advance payment (from the maximum fixed price per Tenderer of a respective stage) in accordance with the procedure established in the contract.
12. If the Contracting Authority shall determine that the pre-commercial procurement object or its technical, functional, quantitative and qualitative criteria do not comply with the requirements set forth in the pre-commercial procurement contract and pre-commercial procurement documents, the fixed price to be paid to the Tenderer or the part of the price financed shall be reduced in accordance with the procedure laid down in the pre-commercial procurement contract in proportion to the obtained results or shall not be paid if the contractual obligations are not fulfilled.
13. The costs for the development of the Tenderer's pre-commercial procurement result shall not be eligible under this procurement, if they have already been or are allocated from the Operational Programme for European Union Structural Funds Investments for 2014–2020 or if an application for funding under other measures of the mentioned programme has been submitted for the development of the innovative product. If it is established that the Tenderer's costs for the development of the pre-commercial procurement result have already been or are financed from the funds allocated for the measures of the Operational Programme for European Union Structural Funds Investments for 2014–2020 or if an application for financing under other measures of the mentioned programme has been submitted for the development of the pre-commercial procurement result, the price to the Tenderer shall not be paid.
14. The Tenderers who are members of the same cluster as the Contracting Authority may not participate in the procurement. The concept of cluster is understood as it is defined in the Order No. 4-601 of 12 October 2017 *Regarding the Amendment of the Order No. 4-131 of 27 February 2014 'Regarding the Approval of the Lithuanian Cluster Development Concept'* of the Minister of the Economy and Innovation of the Republic of Lithuania.

IV. PROCEDURES AND TERMS OF THE PRE-COMMERCIAL PROCUREMENT

15. Information on this pre-commercial procurement (conditions, time limits for submission of tenders, progress of the procedure, answers to Tenderers, winning Tenderers of each pre-commercial procurement, etc.), excluding confidential information, shall be published on the official websites of the Contracting Authority (<http://www.lka.lt/lt/titulinis.html>) and Coordinating Body (<https://mita.lrv.lt>).
16. The Contracting Authority, no later than 5 working days prior to the end of the term established for the submission of Tenders, shall have the right to update the Conditions and extend the term for the submission of Tenders. The amendments to the Conditions shall be published in the same form and at the same place as the first version of the pre-commercial procurement documents. The Tenderers shall be notified in writing no later than within 5 working days prior to the time limit fixed for the receipt of Tenders.
17. The Tenderers shall have the right, no later than within 5 working days prior to the end of the time limit fixed for the receipt of Tenders, to request from the Contracting Authority for clarification of the Conditions and additional information related to the pre-commercial procurement. In accordance with the information procedure established in the Conditions. The Pre-Commercial Procurement Commission must provide answers to the Tenderers' requests no later than within 3 working days of the receipt of written requests. The Contracting Authority shall publish the answers to the Tenderers' requests but shall not specify from whom in particular the request for clarification was received. The answers regarding the Conditions and additional information shall be published in the same form and at the same place as the pre-commercial procurement documents.
18. The Tenderers shall send their requests for clarification (specification) of the pre-commercial procurement documents to the Contracting Authority by e-mail: naas.projektas@lka.lt. The Tenderers shall actively ask questions or ask for clarification (specification) of the pre-commercial procurement documents immediately after acquaintance with the provisions of the pre-commercial procurement documents. The updates of the Conditions shall be published no later than within 10 working days from the deadline for the submission Tenders and the date of publication of the adjustments and the Tenderers who have already submitted the Tenders shall be informed thereof.
19. The Contracting Authority, on its initiative but no later than within 14 working days prior to the time limit fixed for the receipt of Tenders shall organize a public consultation on the pre-commercial procurement documents publishing an announcement about that in the same form and at the same place as the pre-commercial procurement documents. A meeting with Tenderers shall be recorded in the minutes of the meeting. The minutes shall record all the questions about the pre-commercial procurement documents and answers to them. The minutes shall be published on the official websites of the Contracting Authority (<http://www.lka.lt/lt/titulinis.html>) and Coordinating Body (<https://mita.lrv.lt>).

V. REQUIREMENTS FOR THE PREPARATION AND SUBMISSION OF TENDERS

20. The time limit for the receipt of Tenders for Stage I: **13 August 2020, 10:00**. The Contracting Authority shall have the right to extend the time limit for the submission of Tenders any time till the end of the established time limit but no longer than 45 working days. If the limit for the receipt of Tenders is extended, the information shall be published on the official websites of the Contracting Authority (<http://www.lka.lt/lt/titulinis.html>) and Coordinating Body (<https://mita.lrv.lt>). The Tenderers shall be notified in writing. The time limits for the evaluation of the results of other stages shall be set after the evaluation of the results of the Stage I. The Tenderers shall be notified about the time limits for the evaluation of the results of other stages by e-mail and the information shall be published additionally on the official websites of the Contracting Authority (<http://www.lka.lt/lt/titulinis.html>) and Contracting Body (<https://mita.lrv.lt>).
21. The Tenderers may submit their Tenders signed with safe e-signature only by e-mail: naas.projektas@lka.lt. The Tenders submitted in a paper form or not by electronic means specified by the Contracting Authority shall be rejected as not complying with the requirements of the pre-commercial procurement documents.
22. Composition of the Tenderer's Tender:
 - 22.1. Form of the Tender (see Annex 3);
 - 22.2. Declaration of the Tenderer (see Annex 4);
 - 22.3. Documents supporting the Tenderer's qualifications (i.e. qualification requirements established in the Conditions);
 - 22.4. Digital copy of the power of attorney or other document (e.g. job description) authorizing the signing of the Tender (applicable when the Tender is electronically signed by the person authorized by the head of the company);
 - 22.5. The Tenderer shall indicate the Sub-providers intended to perform the Pre-Commercial Procurement Contract and the scope of services they are assigned;

- 22.6. Other documents to be submitted according to the Conditions (e.g. a joint activity agreement, when a Tender is submitted by a group of economic entities, other relevant information necessary for the evaluation of the Tenderer's Tender).
23. The price in the Tenders shall be indicated in Euros. The Price shall be expressed and calculated in the manner specified in the the Annex 3 to the Conditions. The price shall be calculated taking account of the total volume indicated in the Technical Specifications of the pre-commercial procurement object, price components, etc. The price shall be inclusive of all taxes and all costs of the Tenderer. Where the proposed services are subject to the VAT, the VAT shall be specifically indicated in the Tender.
 24. A fixed price shall be set for all Tenderers in each respective pre-commercial procurement stage. The price shall not exceed the common fixed price set forth in the Conditions for a Tenderer at an appropriate stage.
 25. The language used for the submission of the Tender and other correspondence shall be the Lithuanian or English language. If the relevant documents are issued in other language, they shall be submitted with a duly certified translation into the Lithuanian or English language. **Such translation must be approved by the signature of the Tenderer or his/her authorized person or by the signature of the translator and the seal of the translation bureau.**
 26. All the documents of the Tender (Form of the Tender, documents confirming the compliance of the Tenderer's qualifications with the qualification requirements established in the Conditions, other documents included in the Tender) must be **submitted in the folder of digital documents encrypted by electronic means** (the encrypted folder must be in ZIP format). The document encryption instruction is available at: http://vpt.lrv.lt/uploads/vpt/documents/files/uzsifravimo_instrukcija.pdf.
 27. The submitted documents or their digital versions shall be accessible using non-discriminating and publicly available data file formats (e.g. pdf, doc, etc.) by providing digital copies of the respective documents signed using a safe electronic signature. Where the Tender and/or other documents accompanying the Tender are signed by an authorized person, the Tenderer must submit a digital facsimile copy of the power of attorney or other document whereby the person was authorized to sign the Tender and/or other documents. The Contracting Authority shall retain the right to sign the original documents.
 28. The Tender must be encrypted. The Tenderer who submits an encrypted folder of documents shall:
 - 28.1. submit the Tender with the encrypted folder of documents before the time limit fixed for the receipt of Tenders (13 August 2020, 10:00) by e-mail: naas.projektas@lka.lt;
 - 28.2. after the time limit for the receipt of Tenders (13 August 2020, 10:00) till the beginning of the Tender envelopes' opening procedure (meeting) (13 August 2020, 11:00), i.e. in an hour, provide the password by e-mail: naas.projektas@lka.lt to the Contracting Authority for decoding the submitted document.
 29. If, before the beginning of the Tender envelopes' opening procedure (meeting), the Tenderer, through his own fault, fails to submit the password or submits a wrong password using which the Contracting Authority could not decode the submitted information, the Tenderer's Tender shall be rejected as not complying with the requirements specified in the procurement documents.
 30. The validity period of the Tender shall be specified in the Tender. The Tender shall be valid for at least 90 calendar days after its submission. If the validity period of the Tender is not indicated in the Tender, it shall be considered that the Tender is valid for 90 calendar days from the submission of the Tender.
 31. The Tenderer shall have the right to modify or withdraw the Tender before the deadline for the submission of the Tenders. To withdraw or modify the Tender, the Tenderer shall send an e-mail message (signed by the authorized person) notifying of the withdrawal of the Tender. To submit the withdrawn and modified Tender again, the Tenderer shall re-submit it.
 32. Where a group of economic entities participates in these pre-commercial procurement procedures, it shall submit a digital copy of the joint activity agreement. The joint activity agreement shall state the obligations of each party to the agreement in performing the purchase contract planned to be concluded with the Contracting Authority and the percentage share of the value of the obligations in the total value of the purchase object. The joint activity agreement shall specify the joint liability of all parties to the agreement for the default on obligations to the Contracting Authority. In addition, the joint activity agreement shall specify the person representing the group of economic entities (with whom the Contracting Authority will communicate on the issues arising during the evaluation of the Tender and provide information relating to the evaluation of the Tender).
 33. The Contracting Authority shall not require the group of economic entities to assume a specific legal form where the Tender submitted by the group of economic entities is recognized to be the winning Tender and the Contracting Authority proposes concluding the contract.
 34. In each stage, the Tenderer may involve Sub-providers. The Tenderer must indicate the Sub-providers and the scope of services to which they are assigned to perform the pre-commercial procurement contract.
 35. **The Contracting Authority shall not be liable for the contingencies because of which the Tender was not received or received late. The Tender received late shall not be evaluated.**