APPROVED

by Procurement Commission of CPMA at the meeting of 2 April 2019 (Protocol No 1).

**documents of procurement of rent of administrative premises in Kyiv**

# **Key requirements**

1. The Public Institution Central Project Management Agency (hereinafter - CPMA), address: S. Konarskio g. 13, LT-03109 Vilnius, Lithuania, hereby calls for tenders for the procurement of **rent of administrative premises covering** **180-300 square meters in the city of Kyiv**.
2. Location of the premises shall be at the radius of 6 km from any of the following institutions: Delegation of the European Union to Ukraine, address: 101 Volodymyrska Street, Kyiv, Ukraine, Ministry of Finance of Ukraine, address : Mezhyhirska St. 11, Kyiv, 04071, Ukraine; State Fiscal Service of Ukraine, address: 8 Lvivska Square, Kyiv, Ukraine (*the distance shall be calculated using the distance measuring tool offered by* [*https://www.google.com/maps/*](https://www.google.com/maps/) *drawing a straight line*).
3. The term of rent of premises shall be as from 2 May 2019 (preferably), duration of rent – preferably till 18 December 2022, but no less than 1 (one) year (with the possibility for the parties to extend the term of rent by up to 3 years).
4. Premises shall be compact designated for office use: ceilings, walls, flooring, doors and windows shall be in an orderly condition; finishing materials, their durability, technical, aesthetic and operational properties shall meet the requirements that office spaces are subject to.
5. Another planned need for premises is specified in Annex No. 2 to these Procurement Documents “Technical Specification”. Preferable conditions laid down in Annex No. 2 “Technical Specification” shall be negotiated during negotiations.
6. The planned purpose of use of the rented premises - for administrative work of experts and office staff according to the support agreement signed by the CPMA and the European Union regarding the contribution to the financing of the implementation of the special programme “Support for the Management of Public Finances in Ukraine”.
7. The procurement procedure shall be held by way of negotiated procedure with a publication notice. The aim of the procurement is to conclude a real estate (premises) rental agreement (hereinafter – the rental agreement).
8. Tenders signed by candidates or their authorized persons shall be submitted by e-mail [k.sutkaityte@cpva.lt](mailto:k.sutkaityte@cpva.lt) by **17 April 2019, 10:00 a.m., Lithuanian time**. Tenders received after this date shall not be accepted and examined.
9. A candidate willing to rent real estate and to take part in negotiations shall submit a tender completing the form provided in Annex No. 1 to the Procurement Documents. A tender shall comprise the following set of documents presented by a candidate in writing:
   1. an offer to rent real estate:
      1. copies of documents certifying ownership in the manner prescribed by legal acts;
      2. a copy of the technical inventory office certificate - record;
      3. a written candidate’s confirmation of the fact that there are no encumbrances on rights in rem, rights of third persons to the premises offered for rent; that they have not been rented out, arrested, there are no ongoing disputes in court in their respect; also there are no rights or claims of other third persons to premises offered for rent, except for a pledge. In cases where the premises offered for rent have been pledged, a consent of the holder of the pledge to rent the specific premises shall be presented (may be presented on a day of signing the Procurement Contract);
      4. technical, economic data (according to the need of the premises specified in Annex No. 2 to the Procurement Documents “Technical Specification”, by filling in the tender form enclosed with the Procurement Documents (Annex No. 1 to the Procurement Documents) and submitting supporting documents (if required);
      5. documents confirming powers, granting the right to the person to negotiate the rent of the premises.
   2. The time when the premises can be visited shall be indicated, also specifying the job position, name, surname, address and telephone number of the representative of the candidate, who can be addressed regarding visiting the immovable objects procured;
   3. A rental fee for renting the real estate (premises) and utilities fees shall be specified. A rental fee shall be the price of 1 (one) month’s rent of the premises in euro, inclusive of value added tax (VAT), per one square meter. Utilities fee shall be 1 (one) month’s price in euro, inclusive of VAT, for each square meter (if the service provider calculates utilities expenses according to the actual use, applying tariffs of utilities service providers, the average per 1 m2 of the previous year shall be specified);
   4. The term when the rented premises will actually be available for use shall be specified;
   5. Other procurement conditions offered by the candidate (draft contract, etc.,) shall be specified.
10. Expenses related to participation in negotiations incurred by candidates shall not be reimbursed.
11. The procurement documents are available on CPMA’s website [www.cpva.lt/en](http://www.cpva.lt/en) .
12. By submitting a tender, the candidate accepts all the requirements laid down in the procurement documents and annexes thereto. Candidates shall carefully read all the requirements of the procurement documents, annexes thereto and comply with them.
13. The candidate’s tender and other correspondence shall be in **English**. Documents or copies drafted in other languages shall be presented along with document transactions into the English language (preferably).
14. By submitting a tender, the candidate agrees with the terms and conditions of the procurement documents and confirms that the information contained in his tender is correct and includes everything necessary for proper performance of the procurement contract.
15. Candidates shall indicate in their tenders, which information contained in the tender is confidential, if any. Such information shall include commercial (trade) secrets and confidential aspects of tenders. Candidates may not indicate information, which must be published according to laws of the Republic of Lithuania, as confidential, and should the candidate indicate such information as confidential, the CPMA shall have the right to publish it. The following may not be considered confidential either: the name of the candidate, the price, also other information, which must be published in accordance with the procedure established by legislation or made otherwise available to the public.
16. Tenders shall be valid for 30 days. If a tender does not contain its validity term, it shall be deemed to be valid for the duration provided for in the procurement documents. Before the expiry of a tender, the contracting authority may ask the candidate to extend the validity of his tender till a specified date, informing all the candidates thereof. If the candidate fails to respond to the contracting authority’s request to extend the validity of his tender till the date set by the contracting authority, he shall be deemed to have rejected the request to extend the validity of his tender. In any case, the extension of the term of validity of the tender shall not grant the candidate the right to change the content of the tender.
17. Candidates shall have the right to amend, supplement or withdraw their tenders before the deadline for the submission of tenders.

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# **II. Explanation and revision of the procurement documents**

1. Candidates may ask the CPMA in writing to explain the procurement documents. The CPMA shall answer to every candidate’s request to explain the procurement documents submitted in writing, if the request is received no later than 6 working days before the deadline for the submission of tenders.
2. The CPMA shall respond to a request for explanation of the procurement documents received in writing no later than within 3 working days from the day of its receipt. All explanations shall be sent by e-mail. When answering to a candidate, the CPMA shall also post the explanation on the CPMA’s website [www.cpva.lt/en](http://www.cpva.lt/en) .
3. Before the deadline for the submission of tenders, the CPMA shall have the right to explain (revise) the procurement documents in writing at its own initiative. Such explanations (revisions) shall be posted on the CPMA’s website [www.cpva.lt/en](http://www.cpva.lt/en) no later than 3 working days before the deadline for the submission of tenders. The deadline for the submission of tenders may be postponed in observance of the criterion of reasonableness.
4. In explaining or revising the procurement documents, the CPMA shall ensure the anonymity of candidates, i.e. it shall ensure that candidates do not find out names and other details of other candidates taking part in the procurement procedure.
5. If the CPMA explains (revises) the procurement documents in writing and cannot provide explanations (revisions) so that the explanations are sent to candidates no later than 3 working days before the deadline for the submission of tenders, it shall extend the deadline for the submission of tenders giving enough time for candidates to take these explanations (revisions) into consideration when drafting their tenders. All candidates shall be informed about the extension of the deadline for the submission of tenders by e-mail.

# **III. Selection of candidates for negotiations, invitation to negotiate and the process of negotiations**

1. The CPMA Procurement Commission shall examine and evaluate the submitted tenders with annexes thereto. Tenders shall be examined and evaluated confidentially, in the absence of representatives of candidates having submitted their tenders.
2. The Procurement Commission shall examine the following:
   1. the compliance of tenders with the requirements laid down in the procurement documents;
   2. the compliance of the premises offered for rent and the offered rental service conditions with the requirements laid down in the procurement documents.
3. In case of any questions regarding the content of tenders and at the request of the Commission, candidates shall provide additional explanations and clarifications within the deadline set by the CPMA, which may not be shorter than 3 working days, without changing the content of their tender.
4. The Procurement Commission shall reject the candidate’s tender if:
   1. the candidate failed to submitted the requested documents or information along with his tender;
   2. the tender (including the premises offered for rent and the offered rental service conditions) does not meet the requirements laid down in the procurement documents;
   3. the candidate provided false information.
5. The contracting authority shall reject tenders submitted by candidates not later than within 5 working days from the deadline for the submission of tenders, if they do not comply with the requirements laid down in the procurement documents, and shall provide candidates with a reasoned response as to why the submitted documents are rejected.
6. The contracting authority shall send an invitation to negotiate the price and other conditions to all candidates, whose tenders have not been rejected, at a time, no later than within 5 working days from the deadline for the submission of tenders and documents on immovable objects being sold, specifying therein: the exact time and place of the negotiations, additional documents to be submitted for negotiations, the language of the negotiations procedure, the preliminary course of the negotiation procedures and the agenda, etc.
7. During the negotiations procedure, the Commission shall:
   1. negotiate with each candidate individually;
   2. may not disclose to any third parties any information relating to the participation of the candidate in the negotiations procedure without the consent of the candidate.
8. All tenderers shall be subject to the same requirements and shall be provided with equal opportunities and uniform information.
9. Minutes of the negotiation procedure shall be taken. The Chair of the Commission, its members and the candidate with whom negotiations were held or his authorized person shall sign the minutes of negotiations. If a supplier refuses or fails to sign the minutes of negotiations within the period of time set by the Commission, the negotiations with the supplier shall be considered to have not taken place.
10. During the negotiations, the Commission shall negotiate technical, economic and other requirements laid down in the procurement conditions, also the price (it shall be reasonable compared to market prices of analogous immovable objects) and contract conditions in pursuit of the most economically advantageous result for the CPMA.
11. The CPMA may refuse to negotiate and conclude a procurement contract with the candidate having submitted an initial tender, and to evaluate the candidate’s initial tender as the final one, when he fails to arrive for negotiations and / or submit the final tender.
12. Negotiations with the candidate shall be deemed to have taken place and ended having reached the final agreement on the price and / or procurement conditions and when the negotiations results are in line with the procurement documents.
13. Based on the negotiations results, the CPMA shall form the tender ranking and send information on the negotiations results to all candidates having taken part in the negotiations procedure.
14. The contracting authority shall make a decision on the candidate having won the negotiations procedure not earlier than 7 working days from the date of sending information on negotiations results to all candidates having participated in the negotiations procedure in writing, except for cases when there is one candidate only participating in negotiations.
15. Each candidate interested in the procurement procedure, who believes that the CPMA has failed to comply with provisions of the procurement documents and has violated or will violated his legitimate interests, shall have the right to file a claim with the Commission. The claim shall be made in writing within 5 working days from the date of the contracting authority’s sending of information on the decision made to candidates in writing or from the date of publication of the decision made by the contracting authority.
16. If the candidate’s claim was received before the date of notification of the decision on the successful candidate, the contracting authority shall suspend procurement procedures till it resolves the claim and makes a decision thereon.
17. If deadlines of the procurement procedure are extended due to the examination of claims, the contracting authority shall inform candidates with whom negotiations are to be held thereof, indicating the reason for postponing the deadlines.
18. The contracting authority shall examine claims and make a reasoned decision no later than within 5 working days from the date of receipt of a claim, and notify the candidate having submitted the claim and other candidates having participated in the negotiations procedure of the decision made in writing, not later than on the following working day.
19. Candidates may appeal decisions of the contracting authority or decisions regarding the examined claims with courts of the Republic of Lithuania.
20. Procurement procedures shall end when:
    1. procurement procedures have been terminated for circumstances, which lead to the procurement procedure being useless, impossible or unlawful, or having failed to reach an agreement on the procurement price or other conditions;
    2. a procurement contract has been concluded;
    3. a candidate (candidates) has (have) refused to sign a procurement contract, and there is no other candidate compliant with conditions for concluding a contract laid down in the procurement documents;
    4. documents of the immovable objects sold submitted by all candidates do not meet the requirements laid down in the procurement documents;
    5. not a single tender has been received within the set period of time.

# **IV. Evaluation criteria**

1. The Commission shall evaluate the tenders which have not been rejected (together with the adjustments / amendments recorded in minutes) according to the below-listed criteria.
2. The candidate, whose tender has been recognized as the most economically advantageous tender according to the specified criteria, shall be declared the successful tenderer. The most economically advantageous tender shall be the tender with the highest score calculated according to the submitted tender evaluation criteria.
3. Tender evaluation criteria: the compliance of the premises with the needs of the CPMA (50 percent) and the price (50 percent).
4. The following formula shall be used to calculate supplier tender points: Points for the X tender under evaluation = the lowest offered price/ Price of the X tender under evaluation x50+ qualitative evaluation of the X tender under evaluation/ best qualitative evaluationx50
5. The scale of 100 points of the criterion “Compliances of the premises with the needs of the CPMA” was divided into quality intervals:
   1. satisfactory – 1 to 33 points – the premises meet the need for premises specified in the Technical Specification to the minimum. 15 to 22 6 square meter-large workplaces could be set up. Premises specified in the Technical Specification meet the minimum requirements only; the premises are equipped with security, fire, ventilation, sanitary, heating system meeting the minimum requirements; the premises are connected to electricity networks, water supply, other utilities. The finishing is complete in the premises, but they are only partially adapted for carrying out administrative activities: ceilings, walls, flooring, doors and windows, finishing materials, their durability, technical, aesthetic and operational properties meet the requirements set for the office space to the minimum only. Tenders that get less than the minimum of 20 points shall be rejected;
   2. average – 34 to 68 points – the premises meet the need for premises specified in the Technical Specification on average. 15 to 22 6.01 to 8.00 square meter-large workplaces could be set up. There are rooms for setting up a kitchen, meeting rooms or other premises specified in the Technical Specification; the premises are equipped with quality security, fire, ventilation, sanitary, heating system; the premises are connected to electricity networks, water supply, other utilities. The finishing is complete in the premises; they are compact and adapted for carrying out administrative activities: ceilings, walls, flooring, doors and windows are orderly, with minimum defects only; finishing materials, their durability, technical, aesthetic and operational properties meet the requirements set for the office space;
   3. good – 69 to 100 points – the premises meet the needs for premises specified in the Technical Specification to the maximum and exceed them. 15 to 22 8.01 to 10.00 square meter-large workplaces could be set up. There are rooms for setting up a server room, kitchens, meeting rooms or other premises specified in the Technical Specification; the premises are equipped with the top-quality security, fire, ventilation, sanitary, heating system; the premises are connected to electricity networks, water supply, other utilities. The finishing is complete in the premises; they are compact and adapted for carrying out administrative activities: ceilings, walls, flooring, doors and windows are orderly, without any defects; finishing materials, their durability, technical, aesthetic and operational properties exceed the requirements set for the office space.

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# **V. PREFERABLE Conditions of the procurement contract**

1. The desirable date of conclusion of the contract is 2 May 2019.
2. The Commission shall, no later than within 3 (three) working days from the date of the decision on the successful candidate of the negotiations procedure, send an invitation to the candidate to conclude a procurement contract. If the candidate, who was offered contract award, refuses to sign a contract in writing or fails to conclude a procurement contract before the time specified by the CPMA and does not provide a reasoned justification for his non-arrival, or refuses to conclude a procurement contract under the conditions negotiated in the negotiations procedure, or arrives to sign a contract, but does not sign it and gives no valid reasons therefor, he shall be considered to have refused contract award. In such a case, the Commission shall offer contract award to the second candidate, whose tender was the best following the tender of the tenderer having refused contract award. If the submitted tenders do not meet the needs of the CPMA, it shall be allowed not to conclude a contract. If the notarization is required by the laws, expenses shall be paid by the CPMA.
3. The successful candidate shall enclose with the procurement contract copies of the below-listed documents certified in the established procedure:
   1. documents confirming the right of ownership to immovable objects;
   2. a copy of the technical inventory office certificate - record.
4. The contract price shall be the price of rent of the real estate (premises) negotiated by the parties during the negotiations and a utilities fee. The conditions of the supplier laid down in the final tender shall be specified in the rent agreement. A supplier’s tender shall form a part of non-residential premises rent agreement.
5. Premises shall be rented preferably as from 2 May 2019, until 18 December 2022, but for no less than 1 (one) year (with the possibility for the parties to extend the rent term for up to 3 years) (hereinafter – the rent term). The calculation of the rent term shall start from the date of signing a deed of transfer – acceptance of non-residential premises. With 7 calendar days remaining till the start of the rent term, the landlord shall allow the tenant to carry out works of moving into the premises. The rent agreement may be extended for a maximum period of one year no more than 3 times; the price of rent and utilities shall be in line with the average market price applicable at the time of submission of the extension offer, which is determined having assessed service prices of at least three other entities operating in the market. The tenant shall inform the landlord of its wish to extend the agreement in writing about 3 months before the expiry of the rent term. When concluding a rent agreement for a new term, conditions of this agreement (except for those, which would essentially change the nature of the procurement contract) may be amended by an agreement between the parties.
6. The calculation of the rental fee and other payments shall start from the day of signing of a deed of transfer – acceptance of non-residential premises.
7. A monthly rental fee shall include all taxes and fees related to the premises, except for utilities and general building maintenance costs (which are calculated according to the negotiated conditions).
8. The landlord shall issue an invoice for the rent of the premises for the current month on the last day of the current month and send it to the tenant by the 7th (seventh) day of the following month. An invoice for utilities fees shall be presented along with this invoice. In addition to other mandatory details, invoices shall contain the date of conclusion of the agreement and its number. The tenant shall pay the amount indicated in the invoice within 15 calendar days from the date of receipt of both invoices by transferring money to the landlord’s settlement bank account specified in the agreement.
9. The landlord undertakes:
   1. to transfer the premises to the tenant by 2 May 2019;
   2. to carry out works of major repairs of the premises or related engineering systems at its own expense, when works of major repairs of the entire building or related engineering networks are carried out, ordinary repairs of the premises, maintenance and repair of the fire protection system, maintenance and repair of ventilation and air conditioning systems, maintenance and repair of heating and hot water systems, maintenance, servicing and repair of electrical engineering networks and systems, maintenance and repair of windows and doors, maintenance and repair of elevators, maintenance and repair of water-wastewater systems, maintenance and repair of security systems as well as services of disinfection, deratization and disinsectisation;
   3. upon the expiry or termination of the agreement, to accept premises from the tenant by concluding a deed of transfer – acceptance of non-residential premises;
   4. to notify the tenant about the planned sale, pledge or another encumbrance of the rights of ownership to the building where the premises are located 1 (one) month in advance. Having informed the tenant in writing, the landlord shall have the right to transfer the right of ownership to the building and/or the land plot, or any part thereof, or to assign rights and duties arising out of the agreement or related thereto to any third persons. The tenant expressly confirms that he agrees to continue renting the premises under the same conditions in any and all cases of the change of the owner of the premises and/or the building, and/or the land plot, or having transferred any rights and obligations arising from this agreement to any third party in the future;
   5. not to interfere with the tenant’s use of the premises;
   6. ensure, at its own expense, proper and uninterrupted functioning of internal engineering networks and communications (timely functioning and servicing of heating, sewerage, ventilation, water supply, electrical equipment and networks, uninterrupted supply of electricity, heat energy and water). The landlord shall not be liable for the supply of electricity, heat and water, if such supply depends on third parties, and the landlord has taken all the necessary steps to ensure the supply. In case of failures in any of the above-listed systems, if those failures occurred at no fault of the tenant, it undertakes to fix those failures;
   7. indicate the information provided by the CPMA on the signboard outside the premises;
   8. to immediately inform the tenant about the facts that may affect the right of ownership of the premises and/ or may be related to proper performance of the agreement.
10. The tenant undertakes:
    1. to use the premises according to the agreement and their intended purpose;
    2. upon the expiry or termination of the agreement, to return the premises in the condition in which they were before transferring the premises to the tenant, given normal wear and tear of the premises;
    3. to comply with rules of procedure, fire safety, environmental protection and storage in the premises and the entire territory of the landlord, also with hygiene and sanitary norms;
    4. not to sub-lease the premises or a part thereof without a written consent of the landlord. The landlord’s refusal to give a consent to the tenant to sublease the premises shall be reasoned;
    5. not to transfer any rights and obligations acquired under the agreement to any third parties without a written consent of the landlord, not to pledge or to otherwise encumber the right of rent;
    6. not to re-plan and rearrange the premises or a part thereof without a written consent of the landlord;
    7. to reimburse the landlord’s losses related to deterioration of the premises, if this is due to the fault of the tenant;
    8. to pay the fees laid down in the agreement in a timely manner, as provided for therein.
11. Should the tenant fail to pay invoices in a timely manner, i.e. within the period of time provided for in the agreement, the landlord shall have the right to ask the tenant to pay late payment interest of 0.02 percent of the delayed rental and utility fee amount for each working day of delay. If the CPMA does not receive funds from the state budget and / or other sources of support, the calculation of late payment interest shall start after 30 (thirty) calendar days after the payment due date.
12. If the landlord fails to transfer the premises to the tenant within the deadlines laid down in the agreement, the tenant shall have the right to ask the landlord to pay a one-time fine of EUR 10 000.
13. If the landlord defaults on, inappropriately performs its contractual obligations or performs them late and he was warned thereof in writing and failed to eliminate deficiencies in the performance of the contractual obligations within a reasonably set period of time, no longer than 45 (forty five) days from the date of receipt of the warning, or has repeatedly performed his contractual obligations inappropriately or late, he shall pay to the tenant a fine of EUR 3 000 for each such violation of contractual obligations. The payment of the fine shall not release the landlord from the performance of his contractual obligations.
14. The parties shall be released from liability for a default on or inappropriate performance of the agreement, if they prove that this was due to force majeure circumstances.
15. The party unable to fulfil its obligations for force majeure circumstances shall notify the other party thereof as soon as possible, but not later than within 3 (three) calendar days. The party having defaulted on this duty shall indemnify the other party for any resulting losses.
16. If the agreement cannot be performed for force majeure circumstances for more than 10 (ten) working days, either of the parties may terminate the agreement.
17. The parties undertake not to disclose, communicate or transfer to third parties and not to use in the interests of third persons or legal entities any confidential information received in any form from another party in connection with the performance of contractual obligations, and to ensure its protection, i.e. to prevent third parties from finding such information out. The parties also undertake not to disclose confidential information without a prior written consent of the other party, unless laws and other legal acts of the Republic of Lithuania provide for otherwise, to inform the other party of the requirement to disclose confidential information in the manner prescribed by laws.
18. The parties shall have the right to disclose confidential information or a part thereof solely to those employees, who are familiar with the confidential information requirements set forth in this agreement and legal acts related to the protection of personal data.
19. The agreement shall list the representatives of the landlord and the tenant responsible for the co-ordination of the performance of the agreement and execution of contractual obligations, who shall be entitled to sign deeds of transfer - acceptance of non-residential premises on behalf of the landlord or the tenant, respectively, and authorized to take all decisions related to the performance of this agreement, except for amendments to and termination of the agreement itself, and their contact details. The parties undertake to notify each other in writing of any change of the persons responsible for the agreement at least 5 working days in advance.
20. All notices and other information exchanged by the parties under the agreement shall be submitted in a written form. Notices shall be deemed to have been duly served if delivered in person, sent by a courier, registered mail, fax or e-mail.
21. The parties shall notify each other about any change of their particulars specified in the agreement 5 days in advance. A party having defaulted on this requirement may not file any claims or rejoinders to the actions of the other party performed using details last known to it being in breach of conditions of the agreement or stating that it has not received any notices sent using such data.
22. The agreement shall end:
    1. upon its expiry, if the tenant has not expressed a wish to renew the agreement term in accordance with the conditions laid down therein;
    2. by mutual agreement of the parties;
    3. in other cases provided for by legal acts.
23. The tenant may unilaterally, without giving any reasons therefor, terminate the agreement early in out-of-court procedure without any other sanctions imposed thereon, having warned the landlord thereof in writing 6 months in advance.
24. The landlord may unilaterally, without giving any reasons therefor, terminate the agreement early in out-of-court procedure without any other sanctions imposed thereon, having warned the tenant thereof in writing 6 months in advance.
25. The landlord shall have the right to terminate the agreement unilaterally, having warned the other party 30 days in advance, if:
    1. the tenant has used the premises in violation of the agreement or for other than their intended purpose;
    2. the tenant has intentionally or negligently deteriorated the condition of the premises;
    3. the tenant has not paid the rental and utilities fees as well as general maintenance costs for more than 2 months. This clause shall not apply, if no funds have been received from the budget and / or from other funds for payment.
26. The tenant shall have the right to terminate the agreement unilaterally having warned the other party thereof 30 days in advance:
    1. the landlord has failed to transfer the premises to the tenant in a timely manner or interfered with their use for their intended purpose and agreement conditions;
    2. the landlord has not carried out major or routine repairs;
    3. the premises transferred have defects, which were not discussed by the landlord and were not known to the tenant, and these defects make using the premises for their intended purpose and agreement conditions impossible, and the defects are not eliminated within a reasonably set period of time, which shall be no longer than 45 days;
    4. the landlord does not reason his refusal to give a consent to sublease the premises;
    5. the premises have become unsuitable for use for circumstances beyond the tenant’s control.
27. Upon the expiry or termination of the agreement, the tenant shall have the right to take with him any improvements to the premises if they can be separated without causing damage to the premises.
28. Annexes to the agreement:
    1. Annex No. 1. Plans of the premises;
    2. Annex No. 2. Plans of a car parking lot (if applicable);
    3. Annex No. 3. Tender form;
    4. Annex No. 4. Technical inventory office certificate - record;
    5. Annex No. 5. Copies of documents confirming the right of ownership to immovable objects.

# **VI. General provisions of the procurement**

1. The procurement procedure shall be held in accordance with the Description of the Procedure for Acquisition or Rent of a Land Plot, Existing Buildings or Other Immovable Objects or Rights to these Objects, approved by Resolution No. 1036 of the Government of the Republic of Lithuania on 13 December 2017 (hereinafter - the Description of the Procedure), other legal acts governing public procurement and these procurement documents.
2. The Procurement Commission for renting office premises in Kyiv shall organize and hold the procurement procedure.
3. The procurement procedure shall be held in observance of the principles of equality, non-discrimination, transparency, mutual recognition, proportionality as well as requirements of confidentiality and impartiality.
4. The CPMA is not a value added tax (hereinafter – VAT) payer.
5. Contact person: Kristina Sutkaitytė, Senior Project Manager, tel. +370 5 2191588, e-mail: [k.sutkaityte@cpva.lt](mailto:k.sutkaityte@cpva.lt) .
6. If no tenders are received during the procurement procedure or the tenders received are inappropriate (all tenders are rejected), the contracting authority shall hold a procurement without a publication notice.

# **VII. ANNEXES**

1. Annexes:
   1. Annex No. 1 “Tender form”;
   2. Annex No. 2 “Technical specification”.

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Annex No. 1 to the documents of procurement of rent of administrative premises in Kyiv

**Tender for the procurement of rent of administrative premises in Kyiv held by way of negotiated procedure with a prior publication notice**

...............................

(Date)

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

(Place of conclusion)

|  |  |
| --- | --- |
| Name of the candidate *(in case of participation of a group of economic entities, names of all tenderers shall be entered)* |  |
| Address of the candidate *(in case of participation of a group of economic entities, addresses of all tenderers shall be entered)* |  |
| Name and surname of the person responsible for the tender |  |
| Telephone number |  |
| E-mail address |  |

1. We hereby confirm that we agree will all procurement terms and conditions laid down in the procurement documents, their explanations and supplements.
2. We hereby confirm that the information provided in the tender is correct, does not have any provisions that contradict the provisions of the procurement documents.
3. We hereby confirm that the premises offered for rent fully comply with the requirements specified in the procurement documents.
4. We hereby confirm that there are no encumbrances on rights in rem, rights of third persons to the premises offered for rent; that they have not been rented out, arrested, there are no ongoing disputes in court in their respect; also there are no rights or claims of other third persons to premises offered for rent, except for a pledge. (In cases where the premises offered for rent have been pledged, a consent of the holder of the pledge to rent the specific premises shall be presented on the date of signing of the Procurement Contract.)
5. The total area of the premises offered for rent is ……… square meters (useful area is ……… square meters).
6. The number of free car parking spaces reserved exclusively for the tenant: ……….
7. We offer:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Period** |  | **Monthly fixed rental price of the premises per 1m2,**  in euro | **Monthly fixed rental price for the total area of the premises,** in euro | The offered monthly **fixed utilities** (electricity, water, heating, etc.) fee of the premises  (If the utilities expenses according to actual consumption applying tariffs of utilities service providers, the monthly **average of the previous year**  (per 1m2 and totally),  in euro | **Operational expenses**  (per 1m2 and totally),  in euro | **Other applicable fees**  (per 1m2 and totally),  in euro |
| First 12 months | Fee excluding VAT |  |  |  |  |  |
| VAT |  |  |  |  |  |
| Fee with VAT |  |  |  |  |  |
| 13-24 months | Fee excluding VAT |  |  |  |  |  |
| VAT |  |  |  |  |  |
| Fee with VAT |  |  |  |  |  |
| 25-36 months | Fee excluding VAT |  |  |  |  |  |
| VAT |  |  |  |  |  |
| Fee with VAT |  |  |  |  |  |
| 37 months till 18 December 2022 | Fee excluding VAT |  |  |  |  |  |
| VAT |  |  |  |  |  |
|  |  |  |  |  |  |
| **In total** | Fee excluding VAT |  |  |  |  |  |
| VAT |  |  |  |  |  |
| Fee with VAT |  |  |  |  |  |

1. Other conditions (information):
2. The following documents are being presented along with the tender (all documents which, in the opinion of the candidate, are relevant in the evaluation of the tender according to cost-effectiveness criteria (and their parameters), as per Section I of the procurement documents, and documents listed in clause 9 of the procurement documents shall be provided):

|  |  |  |
| --- | --- | --- |
| **Seq. No.** | **Name of the presented document** | **Number of pages in the document** |
|  |  |  |
|  |  |  |

1. The tender shall be valid till \_ \_\_\_\_\_\_\_\_\_ 2019.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |
| (Name of the job position of the candidate or his authorized person) |  | (Signature) |  | (Name and surname) |  |

Annex No. 2 to the documents of procurement of rent of administrative premises in Kyiv

**TECHNICAL SPECIFICATION**

**I. General requirements**

1. **Mandatory** requirements, which the set-up of the premises shall be subject to:
   1. The total area of the premises to be rented shall range from 180 to 300 square meters.
   2. All the premises shall be in one building in Kyiv.
   3. As at the day of the start of rent of the premises, the premises shall be properly set up or properly repaired, in an orderly condition, with a possibility to set up 15 to 22 workplaces (covering the area of at least 6 m2 and at least 20 m3 of space per workplace) and adapted for the needs of the CPMA.
   4. Ceilings, walls, overlays, flooring, doors and windows of the premises shall be in an orderly condition, finishing materials, their durability, technical, aesthetic and operational properties shall meet the requirements which public buildings are subject to.
   5. Premises may not be in a basement or an attic.
   6. The premises shall ensure a possibility to do quiet work, which requires concentration.
   7. Heating, lighting, layout of workplaces in the premises shall meet the mandatory hygiene requirements.
   8. Ventilation and air conditioning of the premises shall be installed pursuant to the mandatory requirements; the distribution of air flows from ventilation to air conditioning systems in offices shall be comfortable for employees.
   9. The premises shall be equipped with a fire alarm system, which complies with mandatory requirements, and with visibly displayed evacuation plans.
   10. Domestic, sanitary and hygiene facilities shall comply with the requirements for the installation of household, sanitary and hygiene facilities.
   11. The landlord shall perform major repairs of the premises at no extra charge.
   12. The premises shall be equipped with lighting, ventilation, heating system that cover all workplaces.
   13. All workplaces shall have a natural source of light.
   14. At last 2 electrical outlets with grounding and at least 1 computer sockets (a computer cable of UTP category 5E at the least) shall be installed for each workplace at the landlord’s expense. (subject to negotiations)
   15. All computer network cables (from computer sockets in workplaces and other premises) shall be routed to one separate switching room or metal switchboard (the switchboard has to be ventilated, screwed to the wall, shall have at least 12 U and lockable doors). The switching room shall have separate lockable doors and no workplaces shall be installed there. The switching room or metal switchboard shall also be equipped with at least 5 electrical outlets with grounding. Not worse than 100Mb/s internet access shall be possible to install in the switching room or metal switchboard without any additional installation charge. (subject to negotiations)
   16. Premises shall have a designated place for multifunction printer with at least 2 computer sockets (a computer cable of UTP category 5E at the least) and at least 2 electrical outlets with grounding for it. (subject to negotiations)
2. **Preferred** properties of the premises:
   1. The premises shall be equipped with security systems.
   2. The landlord shall install the interior of the premises at its own expense (once before the transfer of the premises) according to the needs and preferences of the CPMA at no extra charge.
   3. The windows shall have curtains (blinds) protecting the premises from direct sunlight.
   4. The rented premises shall be equipped with office furniture (possibly including furniture of the tenant) for computerized workplaces, meeting halls and kitchens – dining room furniture, furniture necessary for reception and other administrative office activities.
   5. The landlord shall plan out and install the interior of the premises at its own expense according to the tenant’s preferences at no extra charge.
   6. The landlord shall carry out ordinary repairs of the premises at no extra charge.
   7. The exterior of the premises shall have an installed and validated signboard, which shall display the information presented by the CPMA throughout the entire period of rent of the premises.
   8. Parking cars in free parking lots shall be possible at the distance no greater than 1000 meters from the office premises.
   9. The landlord shall provide the tenant with car parking spaces in a guarded parking lot reserved for the tenant in particular at no extra charge.
   10. Security in the premises rented shall be ensured.
   11. Separate bathrooms for men and women shall be installed in the premises.
   12. Services of cleaning of the premises shall be provided.
   13. All premises designated for the tenant shall be located on one or several adjacent floors of the building so that computer network cable tunnels or bridges are accessible to the tenant only.
   14. At least 3 electrical outlets with grounding and at least 2 computer sockets (a computer cable of UTP category 5E at the least) shall be installed for each workplace at the landlord’s expense. At least 5 electrical outlets with grounding and at least 3 computer sockets (a computer cable of UTP category 5E at the least) shall be installed in meeting halls.
   15. A holder of projector and at least 1 electrical outlet for projector shall be installed in the ceiling of the meeting rooms. At least 1 VGA cable and 1 HDMI cable shall be brought from projector to the workplace of the speaker (using tray).
   16. A fixed communication line might be possible to install in the switching room or switchboard without any additional installation charge.