

TENDER

FOR THE PROCUREMENT OF WATER TANKS, CONDUCTED BY UAB VERSLO APTARNAVIMO CENTRAS

1. INFORMATION ON THE TENDERER

Name of Tenderer / Names of Tenderers acting under a joint activity agreement	Nakkila Works Oy
Lead partner in the joint activity agreement <i>(to be completed if the Tender is submitted by a group of Suppliers acting under a joint activity agreement)</i>	

2. INFORMATION ON THE (CONTACT) PERSON OF THE TENDERER SUBMITTING THE TENDER / THE LEAD PARTNER UNDER JOINT ACTIVITY AGREEMENT

Name	
Telephone No / Mobile No	
Email address	

3. AGREEMENT TO THE TENDER CONDITIONS

We hereby confirm that, by submitting this Tender, we agree with the further Procurement procedures set out in the Tender Documents and the terms and conditions of the Tender Documents.

We hereby confirm that we have carefully read all the requirements set out in the Terms of Reference including the Technical Specifications, draft Contract, its Annexes that our Tender is fully compliant therewith, and that we undertake to observe them in the execution of the Contract. In preparing the Tender, we took the regulations on safety at work and working conditions into consideration.

4. TENDER PRICE

4.1. The Tender Price is quoted in Euro.

4.2. The Tender Price is stated in the following table (tables):

4.2.1. The Tender Price for **of the Procurement object** (the Tender Price EUR without VAT, indicated by the Supplier, shall be equal to the sum of prices, which are detailed in tables from the Appendix 14 of the Technical Specifications):

	Procurement object	Tender Price EUR without VAT
1.	Water tanks	885 000 EUR
	VAT (21 %)	185 850 EUR
	Tender Price EUR with VAT* ¹	1 070 850 EUR

*The Tender Price shall be quoted as Lump sum and shall include all costs for materials, equipment, works and services in respect of the design, manufacture, transportation, procurement and subcontracting (if any), delivery, construction, installation and completion of the facilities to full extent and in appropriate quality in accordance with Tender Documents and requirements of applicable laws, regulations, permits and competent officials. This includes all requirements under the Contractor's responsibilities for testing and commissioning of the facilities and acquisition of all permits, approvals and licenses etc., the operation,

¹ Tender price EUR with VAT shall include all cost, taxes and ratings which must be paid according to the Lithuanian legislation.

maintenance and training services and such other items and services as may be specified in the Tender Documents.

5. TERM OF VALIDITY OF THE TENDER

The Tender is valid 180 calendar days from the submission.

6. INFORMATION ON SUBCONTRACTORS WHICH ARE INTENDED TO BE INVOKED OR RELIANCE ON OTHER ECONOMIC ENTITIES CAPABILITIES

6.1. The following subcontractors shall be hired for the execution of the Contract:

Item No.	Name of subcontractor ²	Description of the part of the subject of the Contract transferred to the subcontractor ³
1	Kaefer UAB	Insulation and scaffolding works
2	nVent Finland Oy	Electrical heating works
3	R-Taso Oy	Platform products
4	UAB "Kauno kranai"	Mobile cranes

6.2. For implementation of the Contract it will be relied on these economic entities capabilities:

Item No.	Name of economic entity on which capabilities it is relied	Description of the requirements in order to be in compliance with it is intended to rely on other economic entity capabilities ⁴	Title of the submitted evidences
		E. g., requirement to have a specific permission to be a member for a some organization, financial or economic capacities requirements, technical or professional capacities requirement,	

In case of a Purchaser's request we will submit the evidences that during the performance of a Contract the above mentioned economic entities capabilities will be available for us.

7. ANNEXES TO THE TENDER FORM

- 7.1. Annex No. 1. Requisites of the supplier and other information, 1 page;
7.2. Annex No. 2. Confidential information, 2 pages.

CEO, Nakkila Works Oy (name and signature of the Tenderer or a person authorized by him)⁵

² A specific title of the subcontractor shall be specified if it is known at the moment of submission of a Tender. If a subcontractor is intended to be invoked, but the specific title of it is not known "Not known" shall be written.

³ Such transfer does not affect the liability of the main Supplier for the performance of the Contract.

⁴ Such transfer does not affect the liability of the main Supplier for the performance of the Contract.

⁵ If the Tender is signed by a person authorized by the CEO for the purposes of the Procurement, a written authorization or another document granting the right of signature must be appended to the Tender.

REQUISITES OF THE SUPPLIER AND OTHER INFORMATION

Name of the Supplier / Names of Suppliers united for joint venture	Nakkila Works Oy
Supplier's address/addresses ⁶ (if different; please specify the address for correspondence as well)	PL15, 29251 Nakkila, Finland
Legal person's business ID/IDs (if the Application is submitted by a natural person – No of business licence or equivalent)	
Supplier's VAT reg. No/Nos	FI01356404
Account number and bank name of the Supplier / Responsible partner of the Joint Venture Agreement	IBAN: BIC: OP Financial Group
Phone number of the Supplier / Responsible partner of the Joint Venture Agreement	
Name and surname of the person authorized by the Supplier / Responsible partner of the Joint Venture Agreement for signature of the Tender	
Name and surname of the contact person of the Supplier / Responsible partner of the Joint Venture Agreement submitting the Tender	
Phone number/ Mobile phone number of the contact person of the Supplier / Responsible partner of the Joint Venture Agreement submitting the Tender	
Email address of the contact person of the Supplier / Responsible partner of the Joint Venture Agreement submitting the Tender	
Email address and Phone number of the person of the Supplier / Responsible partner of the Joint Venture Agreement authorized for implementation of the Contract	
Name of the Supplier's/ all Joint Venture partners' and Subcontractors' participant with the majority of the meeting of the participants of the legal entity	-

NOTE: If an Tender is submitted by a group of Suppliers, Requisites of the Supplier and other information shall be submitted by each member of the group.

CEO, Nakkila Works Oy
(name and signature of the Supplier or a person authorised by him)⁷

⁶ If a Tender is submitted by a group of Suppliers, such information has to be submitted regarding the all such group members.

⁷ If the document is signed by a person authorised by the CEO for the purposes of the Procurement, a written authorisation (Power of Attorney) or another document granting the right of signature must be appended to the Tender.

CONFIDENTIAL INFORMATION⁸

In order to ensure that publication of the information in the tenders of the winning participants would not contradict the legislation or the legitimate commercial interests of the suppliers nor impede their freedom to compete with each other, **please indicate whether there is some confidential information in the Tender and which information in the Tender shall be kept as confidential.**

Item No	Completed Forms and other information provided ⁹	Is the document (s) confidential? (Yes / No)	On what basis the document is confidential? (e.g. included in the list of commercial (industrial) secrets of the supplier's company, etc.).
1.	Tender Form (excluding Annexes, except for the total price of the Final Tender, which may not be considered confidential information in any case)	No	
2.	Written authorization or another document entitling to sign the Tender (if applicable)	No	
3.	Tender Security (applicable for Final Tender)	No	
4.	Details requested in the Annex 1 to Technical Specification	No	
5.	Price breakdown list as per Annex 14 to Technical Specification	No	
6.	Annex 2 of the Tender Conditions – List of deviations (applicable for Initial Tender)	No	
7.	Other documents or information if it is required by Technical Specifications	No	

CEO, Nakkila Works Oy

(name and signature of the Supplier or a person authorised by him)¹⁰

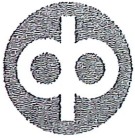
⁸ The table above provides information on confidentiality of information specified in the Tender. Candidate has to specify whether there is confidential information in his Tender and which information in the Tender shall be kept as confidential. All information in the Candidate's Tender could not be confidential.

If the table or any part of it is not completed, it is assumed that all information in the Tender or the relative part thereof shall not be considered confidential.

Please note that pursuant to LPP and LP information which follows the attributes and conditions specified in the Article 20(2) of the LPP (Article 32(2) of the LP) shall not be considered as confidential, in case the Purchaser has some doubts regarding the confidentiality of the information specified in the Candidate's Tender, the Purchaser refers to a Candidate with an inquiry to prove the confidentiality of such information. In case a Candidate during the set period (which shall not be shorter than 5 working days) fails to submit evidences or submitted evidences are inaccurate it is deemed that such information specified in the Tender is not confidential.

⁹ Individual documents or information contained therein can be specified in separate lines depending on the confidentiality of the information.

¹⁰ If the document is signed by a person authorised by the CEO for the purposes of the Procurement, a written authorisation (Power of Attorney) or another document granting the right of signature must be appended to the Tender.



TENDER GUARANTEE NO. 598001-91894081

ORDERER	KAUNO KOGENERACINE JEGAINI UAB Žvejų g. 14, LT-09310 Vilnius, Lithuania
TENDERER	NAKKILA WORKS OY Villiläntie 2, FI-29250 Nakkila, Finland
TENDER NO. AND DATE	Tender No. 366565, OL No. 2018/S 038-082578, 23 02
TENDER SPECIFIED	The tender to Water tanks.
MAXIMUM AMOUNT OF THE GUARANTEE	EUR 100 000,00 Onehundredthousand 00/100 euro
EXPIRY DATE	14 January, 2019

We have been informed of the above specified tender invitation and we understand that, according to the terms of the invitation, the tender must be supported by a tender guarantee.

At the request of the Tenderer we hereby unconditionally and irrevocably undertake to pay you any sum or sums not exceeding in total the above mentioned maximum amount of the guarantee upon receipt by us of your first demand in writing and your written statement stating that the Tenderer:

- i) has withdrawn its Final Tender during the term of validity; or
- ii) has provided false information in his Tender, which can be proved by the Orderer by any legitimate means; or
- iii) has been awarded the Contract and refuses to sign the Contract or fails to present himself for the signature of the Contract at the specified time or fails to sign it within the set time limit; or
- iv) has been awarded the Contract and fails to submit the Performance Security described in the draft of the Contract.

This guarantee is neither assignable nor transferable.

This guarantee shall expire at the latest on the above expiry date. On or before that date all claims must be presented to us in writing (by telefax, letter, registered mail, courier service or authenticated swift) in order to be taken into consideration. Upon expiry this guarantee shall be considered null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective. If the expiry date falls on a non-banking day in Finland, claims must reach us on the first banking day after such expiry date.

This guarantee shall be governed and construed according to the laws of Finland and shall be subject to the jurisdiction of Finnish courts.

Any written communication shall be delivered to OP Corporate Bank plc, Gebhardinaukio 1, FI-00013 Helsinki, Finland or mailed to our address: P.O. Box 308, FI-00013 OP, Finland.

Helsinki, 7 June 2018

OP Corporate Bank plc

OP Corporate Bank plc

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FI-00013 OP
FINLAND

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