

TENDER

FOR (2019-LE-11) PROCUREMENT OF TECHNICAL DUE DILIGENCE SERVICES FOR WIND ENERGY PROJECT

1. INFORMATION ON THE SUPPLIER

Name of the Supplier / Names of the Members of a Group of Suppliers	EMD International A/S
Representative or the Lead Member of a Group of Suppliers <i>(to be completed, if the Tender is submitted by a Group of Suppliers)</i>	

2. AGREEMENT TO THE PROCUREMENT CONDITIONS

We do hereby confirm that, by submitting our Tender, we agree to the further Procurement procedures set out in the Procurement Conditions (as defined in the General Procurement Conditions), the terms and conditions of the Principal Contract to be concluded (both the General Part and the Special Part).

We do hereby confirm that we have carefully read all the requirements set out in the Procurement Conditions, including the Technical Specifications, that our Tender is fully compliant therewith, and that we do hereby undertake to observe them within the course of implementation of the Principal Contract. We do hereby also undertake to comply with all requirements established by the effective legislations of the Republic of Lithuania that apply to the Object of the Procurement and the Principal Contract. Preparation of our Tender included taking into consideration of the regulations on occupational safety and working conditions.

In the event we are invited to conclude the Principal Contract but refuse to conclude it, we do hereby undertake to pay to the Authorising Authority a fine amounting to 5 percent of the price of the Principal Contract, in EUR, excluding VAT, and to compensate the direct losses incurred by the Authorising Authority to the extent to which they are not compensated by the aforementioned fine.

3. INFORMATION ON SUB-SUPPLIERS PLANNED TO BE HIRED OR RELYING ON THE CAPACITIES OF OTHER UNDERTAKINGS

3.1. The following Sub-Suppliers would be hired for implementation of the Principal Contract:

Item No.	Name of the Sub-Supplier ¹	Description of the part of the object of the Principal Contract transferred to the Sub-Supplier for implementation ²

Upon the Buyer's request, we would submit digital copies of the Sub-Suppliers' declarations completed in the form provided in Annex 5 to the Tender Form, as a confirmation of their agreement to act in the capacity of the Supplier's Sub-Suppliers in the Procurement being conducted by the Buyer.

3.2. Capacities of the following undertakings would be relied upon within the course of implementation of the Principal Contract:

Item No.	Name of the undertaking, whose capacities would be relied on	Nature of requirements, which would be met by relying on other undertakings' capacities ³	Names of the provided proofs

Upon the Buyer's request, we would submit proofs that we would have access to the capacities of the undertakings listed on the table within the course of implementation of the Principal Contract.

¹ A specific name of the Sub-Supplier must be given, if it is known at the time of submission of the Tenders. If there are plans for hiring, but a specific name is not known, specify "unknown".

² Such transfer does not affect the liability of the main Supplier in respect of implementation of the Contract planned to be concluded.

³ Such transfer does not affect the liability of the main Supplier in respect of implementation of the Contract planned to be concluded.

4. TENDER PRICE

4.1. The Tender Price is quoted in Euro.

4.2. The Tender Price is quoted by completing the following table:

Item No.	Object of the Procurement	Preliminary volume** during the validity period of the Principal Contract ⁴	Measurement unit	Price rate per 1 measurement unit, EUR, excluding VAT ⁵	Price, EUR, excluding VAT ⁶
1.	Technical due diligence services for wind energy development project*:				
1.1.	Annual energy production estimation and validation services	150	hours	100	15,000.-
	Tender Price, EUR, excluding VAT⁷				15,000.-
	VAT^{***}				
	Tender Price, EUR, including VAT^{***}				

* Technical due diligence services would be provided for wind energy development project (1 project of approx. 20 WTG (possible power range of one WTG from 3 to 6 MW)) located in the Republic of Lithuania (Mažeikiai region).

** The Buyer shall not undertake to purchase all indicated Preliminary quantity.

*** In cases when the Supplier is not a VAT payer in accordance with the effective legislations, the Supplier is not required to complete these sections of the Table and must explain the reasons for exemptions from VAT payments.

5. VALIDITY TERM OF THE TENDER

5.1. The Tender shall be valid for a period specified in Item 8.1. of the GPC.

6. ANNEXES TO THE TENDER FORM

- 6.1. Annex 1. The Supplier's Details and Other Information.
- 6.2. Annex 2. Completed Declaration of Conformity with the Minimum Qualification Requirements.
- 6.3. Annex 3. Confidential Information.
- 6.4. Annex 4. Declaration regarding Participation in the Procurement as a Group of Suppliers Engaged in a Joint Venture (to be submitted in case when the Tender is submitted by a Group of Suppliers Engaged in a Joint Venture).
- 6.5. Annex 5. The Sub-Supplier's (Undertaking's) Declaration.
- 6.6. Annex 6. Declaration on Agreement to be Employed by the Supplier in the Event the Tender is Successful.
- 6.7. Annex 7. List of Properly Implemented or Ongoing Contracts.
- 6.8. Annex 8. List of Specialists Suggested by the Supplier.

*NOTE: Annexes 3, 5-8 do not need to be completed and submitted along with the Tender. Only the potentially Successful Tenderer would be required to submit the documents.

By signing this Tender, I do hereby confirm authenticity of all documents submitted as a part of the Tender.

(job title, name, surname, and signature of the Supplier or the authorised person thereof)⁸

⁴ A preliminary volume of the Object of the Procurement has been specified. The Buyer shall not undertake to purchase the whole specified volume.

⁵ The Supplier confirms that the rate of the Services includes all costs incurred in relation to provision of the Services, including any costs incurred by the team of specialists hired for implementation of the Principal Contract, as well as all fees, except for the ones, which do not depend on the Supplier's will and have been established by legislations (the Overheads, as defined in the Technical Specification).

⁶ Price, EUR, excluding VAT, shall be calculated by multiplying the Price Rate, EUR, excluding VAT, by the preliminary volume.

⁷ Tender Price, EUR, excluding VAT, would be used for evaluation of the Tenders. Tender Price, EUR, excluding VAT, shall include all costs, all taxes, except for VAT tax, to be paid in accordance with the effective laws of the Republic of Lithuania, including invoice submission costs via the "E-Invoice" System.

⁸ If the Tender for the Procurement is signed by a person authorised by the CEO, a written authorisation or another document granting the right of signature must be appended to the Tender.