

Amber Grid AB represented by Commercial Director and CFO , acting under CEO Order No. 1-96 of 25-11-2021 (hereinafter referred to as the Purchaser),

and

Navitasoft Information Technology Private Company Limited by Shares (Navitasoft Zrt.), represented by , CEO (hereinafter referred to as the Seller),

based on the tender submitted by the Seller and the results of the Procurement, have entered this Contract for Sale and Purchase of Services (hereinafter referred to as the Contract). The Purchaser and the Seller shall hereinafter be jointly referred to as the Parties and separately as a Party.

1 MAIN PROVISIONS

1.1 Definitions

1.1.1 Unless otherwise specified, capitalised terms used in the Contract as well as in correspondence between the Parties to the Contract shall have the meanings set out below:

- a) **"Enquiry"** shall mean a request for offer of a well-defined software function or service.
- b) **"Group"** shall mean the group of companies directly and indirectly controlled by EPSO-G UAB.
- c) **"Origin Requirements"** shall mean the requirements set out in the Procurement Documents, this Contract, the Annexes to the Contract and/or valid legal acts applicable to the Seller, its subcontractors, or the entities whose capabilities are relied upon or the persons controlling them as well as the origin of the services and deliverables.
- d) **"Seller"** shall mean the party to the Contract who provides Services as specified in the Contract to the Purchaser.
- e) **"Services"** shall mean the services specified in this Contract which the Seller undertakes to provide to the Purchaser.
- f) **"Purchaser"** shall mean the party to the Contract who purchases Services specified in this Contract from the Seller.
- g) **"Procurement"** shall mean purchase of the Services which has resulted in the conclusion of this Contract.
- h) **"Law on Procurement"** shall mean the procurement law of the Republic of Lithuania Law applicable to Contracting Authorities Operating in the Water, Energy, Transport or Postal Services Sectors.
- i) **"Contract Price"** shall mean the price specified in this Contract, which shall consist of the price of all Services provided excluding VAT but shall exclude any fees that may arise due to the options provided for in the Law on Procurement and/or this Contract (the term of this Contract, the quantities purchased, scope, changes to the object etc.).
- j) **"Contract"** shall mean this contract between the Purchaser and the Seller (including all amendments, supplements, and annexes thereto).
- k) **"Parties"** shall mean the Purchaser and the Seller collectively and a **"Party"** shall mean either of them.
- l) **"Work Order"** shall mean a more detailed scope terms and conditions prepared according to the requirements of the Purchaser and to be agreed with reference to this Contract in a format as described in the Technical Specification. The Work Order(s) must be in compliance with the terms and conditions hereof and cannot contain provisions less favourable to the Purchaser than those set forth herein. The Purchaser concludes Work Order with the Seller for each order for Services on the basis of the principles and procedures laid out in the Technical Specification and its annexes.
- m) **"Work Completion Certificate"** shall mean a document that certifies that the Seller delivered and the Purchaser accepted the Services as described in section 1.8 of this Contract.
- n) **"Law on Public Procurement"** shall mean the Law on Public Procurement of the Republic of Lithuania.

- o) "Deliverable(s)" shall mean the materialised end result of the Services provision.

1.2 Subject Matter of the Contract

- 1.2.1 The Seller undertakes to provide the Purchaser with the services specified in the Technical specification, in accordance with the requirements of the Work Order(s) prepared in accordance with the requirements set out in the Technical Specification (hereinafter referred to as the Services), at the address(es) specified in the Technical Specification, and the Purchaser undertakes to accept the Services and pay for the Services in accordance with the conditions and deadlines set out in this Contract.
- 1.2.2 Subject matter of the Contract (name of the Procurement): (VPP-2824) Development and follow-up development works of the gas transmission services information system AMBERFLOWS.
- 1.2.3 Method and number of the Procurement: without announced negotiations, No. 662603.
- 1.2.4 Method of calculation of the contract price: a fixed hourly rate.
- 1.2.5 The contract value is EUR 500,000 exclusive of VAT (five hundred thousand euros excluding VAT).
- 1.2.6 Duration of the Services: 36 months or until the contract value is exhausted. Support and maintenance (warranty) services - till November 30, 2024.
- 1.2.7 By the Contract, the Seller shall undertake to sell Services specified in the Contract and the Purchaser shall undertake to pay for them under the procedure and within the time limits provided for herein. Any related services required for the proper performance of the Contract (e.g., preparation of a quotation, training, installation, etc.) shall be included in the hourly price of the Contract (EUR /per 1 hour VAT excl.).
- 1.2.8 The total price of the Services and Deliverables shall be specified in the Work Order. It shall be calculated by multiplying the fee (EUR /per 1 hour VAT excl.) offered by the Seller in the Procurement Tender by the amount of time (in hours) required to carry out the Services specified in the Work Order.
- 1.2.9 The quality of the Services (conformity with the terms and conditions of the Contract) and the time limits for their provision shall be the essential terms and conditions of this Contract.
- 1.2.10 The Purchaser shall not be obliged to purchase the full quantity of the Services (i.e., spend the full contract value), specified in the Technical Specification, however the Purchaser shall be obliged to purchase all Services at the full Price of a signed Work Order, except as provided for in this Contract or unless otherwise agreed by the Parties in writing. The Services shall be purchased on an as-needed basis by signing Work Order(s).

1.3 Responsible Persons

- 1.3.1 The Parties shall deal with matters relating to performance of this Contract through the responsible persons designated by the Parties. Communication between the responsible persons shall take place via emails, as specified in this Contract.
- 1.3.2 The Parties shall ensure that the responsible persons appointed by them will have the authority necessary for the performance of this Contract. The decisions made by the responsible persons which are contrary to this Contract without a separate authorisation shall be null and void and shall not create any new rights or obligations for the Parties.
- 1.3.3 Either Party shall have the right to unilaterally replace the responsible person specified in the Contract by giving written notice to the other Party within one working day.
- 1.3.4 For the resolution of matters relating to the performance of this Contract, the Parties shall appoint the following responsible persons who shall have the right to sign letters related to the fulfilment of this Contract, but shall not have the right to amend and/or supplement the conditions of the Contract (unless the persons are authorized by powers of attorney to perform such actions):

Responsible person of the Purchaser

Job title, name, surname: Head of System Management Center

Telephone: +370

Email:

The responsible person of the Purchaser has the right to make decisions in regards of the functional and non-functional requirements, sign and modify Work Orders and sign Work Completion Certificates.

The person designated by the Purchaser for making the Contract and its amendments public:

Responsible person of Seller:

Job title, name, surname:

Telephone: +

Email:

The responsible person of the Seller has the right to make decisions in regards of deadlines of release dates, acceptance of the requirements for the software, and sign and modify Work Orders and Work Completion Certificates.

1.4 Performance of the Contract

1.4.1

1.4.2

1.4.3

1.4.4

1.4.5

1.4.6

1.4.7

1.4.8

1.4.9

1.5 Qualification

1.5.1 The Seller shall ensure that the Seller and the persons performing its contractual obligations have all licences, permits, certificates, qualifications, occupational safety certificates and all other necessary qualifications and competences to perform this Contract and undertakes to maintain them throughout this Contract.

1.5.2 A repeated breach of the terms and conditions set out in this paragraph shall be considered as a material breach of this Contract.

1.6 Subcontracting

1.6.1

1.6.2

1.6.3

1.6.4

1.7 Quality Requirements for the Services

1.7.1

1.7.2

1.8 Fulfilment of the Contract

1.8.1 Procedure for transferring the Deliverable made according to particular Work Order to the Purchaser:

- 1.8.1.1** The newly created, modified System Deliverable (functionality or feature) must at first be tested by the Seller.
- 1.8.1.2** Before the installation of a new or modified Deliverable to the Purchaser's testing environment the Seller shall update the User Manual or equivalent form of Instructions, organise training for System users (unless otherwise agreed in the respective Work Order) describing how to use the new Deliverable (functionality or feature).
- 1.8.1.3** The Seller shall transfer the Deliverable to the Purchaser's test environment after successful testing in the Seller's environment has been carried out and upon fulfilment of the requirements set out in clause 1.8.1.2 herein.
- 1.8.1.4** Upon notification from the Seller that the Deliverable has been transferred to the test environment and upon fulfilment by the Seller of other requirements set out in clause 1.8.1.2, the Purchaser shall test the Deliverable in the test environment and inform the Seller of the results of the testing within the number of working days defined in the Work Order.
- 1.8.1.5** If during the testing in Purchaser's test environment the Purchaser identifies the deficiencies of Deliverable, the Purchaser shall inform the Seller in writing and the Seller shall rectify the identified deficiencies within a time period agreed by both parties. The Seller must eliminate the deficiencies

described by the Purchaser at their own expenses. If Seller solved identified deficiencies but it caused new deficiencies, Seller must solve them as soon as possible.

1.8.1.6 If after testing in Purchaser's test environment the Purchaser confirms in writing to the Seller that the installed Deliverable is working properly and meets the requirements of the Work Order or identified deficiencies have been eliminated by the Seller, the Seller issues Work Completion Certificate to Purchaser for signing. The Purchaser shall, upon acceptance of the Deliverable, agree with the Seller, by written notice, a date for the installation of the Deliverable in the production environment.

1.8.1.7 The Seller shall transfer the Deliverable to the production environment at the time mutually agreed in writing. On the date of the transfer of the Deliverable, the Seller shall provide to the Purchaser written confirmation that the Deliverable have been transferred to the production environment.

1.8.2

1.8.3

1.8.4

2 PRICE AND PAYMENT

2.1 Price of the Contract, Recalculation (Change) of the Price (Rate)

2.1.1

2.1.2

2.1.3

2.1.4

- 2.1.5 Recalculation/change of the price (rates) provided for in the Contract may be initiated if the change in the prices index (see definition "k" under clause 2.1.6 hereof) of the services exceeds (increase or decrease) 10 (ten) per cent. Either Party shall have the right to initiate the recalculation/change (increase or decrease) of the price/rate provided for in the Contract during the term of the Contract. For the purpose of the recalculation, the Parties shall be guided by the [data of the Indicators Database](#) published by the Lithuanian Statistical Department on the Official Statistics Portal, without requesting the other Party to submit an official document or confirmation issued by the Lithuanian Statistical Department or any other institution.
- 2.1.6 The revised price (rates) shall apply to the orders placed after the Parties enter into an agreement on the revision of the price (rates). The new price (rates) shall be calculated according to the following formula:

$$a_1 = a + \left(\frac{k}{100} \times a \right), \text{ where:}$$

a - the rate (EUR excluding VAT) (fee on the date of signing the Contract, if it has been recalculated- fee after the last recalculation)

a₁ – the recalculated (changed) rate (EUR excluding VAT),

k - the change (increase or decrease) in the prices of Consumer Services calculated on the basis of the Consumer Price Index in per cent.

- 2.1.7 The value "k" shall be calculated according to the formula:

$$k = \frac{Ind_{latest}}{Ind_{start}} \times 100 - 100, (\%) \text{ where:}$$

"**Ind_{latest}**" shall mean the latest published index of consumer services as at the date of sending of the request for recalculation of the price to the other party,

"**Ind_{start}**" shall mean the index of consumer services for the start date (quarter) of the period. In the case of the first recalculation, the starting date (quarter) shall be Date of conclusion of the Contract quarter. In case of the second and subsequent recalculations, the start of the period (quarter) shall be the quarter of the published value of the relevant index used at the time of the last price recalculation.

- 2.1.8 Consumer price index applicable to the contract:

J6201 Computer programming activities applicable to values "k", ("**Ind_{latest}**", "**Ind_{start}**") which is published quarterly by <https://osp.stat.gov.lt/statistiniu-rodikliu-analize#/> under section Economy and Finance (macroeconomics), under indicator „Price indices, changes and prices “/ „Services producer price indices “, in the table J62 Computer programming, consultancy and related activities

- 2.1.9 The Consumer Price Index at the date of conclusion of the Contract - is 149.7001, 2022K4.
- 2.1.10 For the purposes of the calculations, the index values with four decimal places shall be taken. The calculated change (k) shall be used for further calculations rounded to one decimal place and the calculated rate "a" shall be rounded to two decimal places.
- 2.1.11 A subsequent recalculation of the prices or rates may not cover the period for which a recalculation has already been made.

2.2 Payment

- 2.2.1 The electronic invoice and the documents related to the payment shall be submitted by the means chosen by the Seller: the Seller may submit an electronic invoice complying with the requirements of the EU Directive 2014/55 or issue an electronic invoice in a different format using the information system "E-invoice" administered by the State Enterprise Centre of Registries. In case of standing monthly payments, an invoice for the previous month must be submitted no later than on the 2nd working day of the current month. In case of individual orders or one-off purchase of Services, an invoice shall be submitted no later than 5 (five) calendar days after the date when Seller receives a signed copy of the Certificate of Work Completion.

- 2.2.2 The Purchaser shall pay the Seller's invoice(s) submitted in accordance with the Contract within 30 (thirty) days of receipt thereof. The Seller has the right to demand the payment of default interest on any overdue amounts at the rate of 0.5% (zero-point five percent) (without VAT) per calendar day of delay, but not more than 25 % (twenty- five per cent) of the total invoice amount.
- 2.2.3 The Purchaser shall have the right to retain and deduct the amounts payable to the Seller in cases specified in the provisions 1.8.4, 3.1.4. and 3.1.6. of this Contract.

3 LIABILITY

3.1 Damages and Penalties

3.1.1

I

~~3.1.2~~

3.1.3

3.1.4

3.1.5

3.1.6

3.2 Limitation of liability

3.2.1

3.2.2

3.2.3

3.2.4

3.2.5

3.2.6

3.3 Force Majeure

- 3.3.1 Neither Party shall not be held liable for any failure to perform any of its obligations under this Contract if it proves that such failure was due to circumstances beyond its reasonable control, could not have been reasonably foreseen at the moment of the conclusion of this Contract and could not have prevented the occurrence of the circumstances or their consequences and did not assume the risk of such circumstances (hereinafter referred to as the "Force Majeure").
- 3.3.2 A Party shall immediately notify the other Party of *Force Majeure* circumstances and their impact on performance of this Contract and the time limits no later than within 5 (five) working days of the date of their occurrence or the date on which they become apparent, providing evidence of emergence of the above circumstances. A failure to give a timely notice shall be deemed to not have affected performance of this Contract until such notice has been given.
- 3.3.3 In the event of *Force Majeure* circumstances, the affected Party shall take all reasonable steps to mitigate any damage and minimise its impact on the time limits for performance of this Contract.
- 3.3.4 The grounds for exempting a Party from liability shall only arise during the existence of Force Majeure event and, once it has been removed, the Party must immediately resume performance of its contractual obligations.

4 CONTRACT

4.1 Effective Date and Term of the Contract

- 4.1.1 This Contract shall enter into force of its signature by the last signatory and shall remain in force until the Parties have fully performed their contractual obligations or the Contract has been terminated. The provisions related to liability, confidentiality, data protection, intellectual property, dispute resolution and other terms which by their nature are intended to survive after the fulfilment or termination of this Contract shall remain effective after the fulfilment or termination of this Contract.
- 4.1.2 If any provision of this Contract is or becomes fully or partially invalid for any reason, the remaining provisions of this Contract shall remain in full force and effect. In such case, the Parties shall negotiate in good faith and seek to replace the invalid clause with another legal and valid clause which, to the extent possible, achieves the same legal and economic result as the provision of this Contract to be so replaced.

4.2 Termination and Amendment of the Contract

4.2.1

4.2.2

4.2.2.6

4.2.2.11

4.2.2.12

4.2.2.13

4.2.2.15

4.2.3

4.2.4

4.2.5

4.2.6

o

4.2.6.2

4.2.6.5

4.2.6.6

4.2.6.7

4.3 Interpretation of the Contract

4.3.1 This Contract shall be governed by and construed in accordance with the laws of the Republic of Lithuania.

4.3.2 For the purposes of this Contract, where the context requires so, the words in singular may have a plural meaning and vice versa.

4.3.3 The headings of the sections of this Contract shall be for the convenience only and cannot be used directly to interpret this Contract.

4.3.4 For the purposes of interpretation and application of this Contract, the order of precedence of the Contract Documents shall be as follows:

4.3.4.1 The applicable Work Order signed by the Purchaser and the Seller, including its amendments and annexes.

4.3.4.2 the Technical Specification.

4.3.4.3 this Contract for sale and purchase of services.

4.3.4.4 the Clarifications and Adjustments of the Procurement Documents, if any.

4.3.4.5 the Terms and Conditions of the Procurement.

4.3.4.6 the Seller's tender for the Procurement.

4.3.5 The time limits referred to in this Contract shall be calculated in calendar days, months and years unless otherwise specified herein.

4.3.6 The working days referred to in this Contract shall be understood as any day from Monday to Friday, excluding public holidays at the Purchaser's or Seller's country. If the time limit referred to in this Contract ends on a public holiday, the time limit shall be postponed to the first working day thereafter.

5 FINAL PROVISIONS

5.1 Representations and Warranties

5.1.1 By signing this Contract, both Parties shall represent and warrant that:

5.1.1.1 t

5.1.1.2

5.1.2

5.1.2.2

5.2 Intellectual Property

5.2.1

5.2.2

5.2.3

5.2.4

5.3 Confidentiality and Protection of Personal Data

5.3.1 The Parties shall not disclose, transmit or otherwise transfer any information obtained from the other Party for performance of this Contract as well as any information created by the other Party in performance of this Contract and the content of this Contract, irrespective of the form in which such information is provided

(hereinafter referred to as the “Confidential Information”) to any third party (with the exceptions as set forth under point 5.3.4 hereof). The Parties shall comply with the obligation set out in this paragraph for the period of 10 (ten) years commencing on the date of full performance of this Contract.

5.3.2 The term Confidential Information shall not include information which:

5.3.2.1 is or at the time of its provision was in the public domain.

5.3.2.2 is obtained from a third party to which the Purchaser does not impose any restrictions on disclosure.

5.3.2.3 may not be treated as confidential under valid legal requirements.

5.3.2.4 is designated as non-confidential by the other Party in writing.

5.3.3 If either Party is in doubt as to whether information is Confidential Information, it will treat such information as Confidential Information.

5.3.4

5.3.5

5.3.6

5.3.7

5.3.7.

5.3.8

5.3.9

5.3.10

5.3.11

5.3.12

5.3.13

5.3.14

5.3.15

5.3.16

5.3.17

5.4 Conflict of interest

5.4.1

5.4.2

5.4.3

5.5 Language

5.5.1

5.5.2

5.6 Notices

5.6.1

5.6.2

5.6.3

5.6.4

5.7 Dispute Resolution

5.7.1

5.7.2

5.8 Assignment of Rights

5.8.1

5.9 Waiver of Rights

5.9.1

5.10 Documents of the Contract

5.10.1 The Contract may be executed in several counterparts of equal legal force and constituting one and the same Contract.

5.10.2 Attachments of the Contract for sale and purchase of services:

5.10.2.1 Technical Specification

5.10.2.2 Seller 's proposal

5.10.2.3 Procurement documents, their clarifications and adjustments (if any), which are stored in CVP IS

The Purchaser

Address: Laisvės pr. 10, Vilnius LT-04215
Lithuania

Company code: 303090867

VAT number: LT100007844014

Account No LT71 7044 0600 0790 5969

Bank: AB SEB Bank

SWIFT/BIC code: CBVILT2X

Telephone number +370 5 236 0855

Email: info@ambergrid.lt

Commercial Director CFO G

The Seller

Address: Somogyi Béla utca 21, 1085 Budapest
Hungary

Company code: 0

VAT number:

Account No:

Bank: K&H Bank Zrt.

SWIFT/BIC code:

Telephone number: +

Email:

CEO F

TECHNICAL SPECIFICATION

1. Purchase object

Development and follow-up development works (hereinafter - Work) of the Gas transmission services information system AMBERFLOWS (hereinafter - System).

Scope/ Characteristics of the object of procurement

Scope:

AB Amber Grid purchases AMBERFLOWS System development Work (as working hours) for a maximum value of EUR 500,000. The maximum number of purchased hours depends on the specified offer price for 1 hour of development work. The Seller shall offer a price in EUR for the one hour of Work (-s) (Price= 78 EUR/ per 1 hour, VAT excl.).

The period for the providing of Work development service is 36 months or until the value of the contract is exhausted, whichever comes first.

AB Amber Grid (hereinafter-Purchaser) is not required to order Work from the Seller to the extent of the maximum hours amount. The Purchaser will pay for Work performed in accordance with the prices set out by the Seller in the Procurement tender.

Characteristic of working hours which can be used for:

1. Modification of existing System software installed services, database, development of new services and additional system functionalities submitted by Purchaser.
2. Modification of System integration interfaces with other external/ internal information systems.
3. Training and consulting of System users about implemented changes or additional functionalities.
4. Updating System users' manual and other System documentation by adding new and modified functionalities.
5. Consultation and providing possible solutions to achieve prescribed functionality, performance, and other important properties of the System.
6. Other works agreed by Purchaser and Seller.

2. PLACE OF PERFORMANCE OF CONTRACTUAL OBLIGATIONS

AB Amber Grid, Gudelių 49, Vilnius, Lithuania

3. REQUIREMENTS FOR THE OBJECT OF THE PROCUREMENT

3.1. The current situation

AB Amber Grid is the operator of Lithuania's natural gas transmission system and oversees transmission of natural gas (transportation of natural gas through high pressure pipelines) to system users. AB Amber Grid uses Transmission service information system Amberflows (hereafter- System) to manage information on the provision of its natural gas transmission services and provide transmission services for network users.

AB Amber Grid might seek to expand/adjust the functionality of the System and to ensure that System can particularly be developed according to the needs of the rapidly changing gas market, changes in legal regulations, etc.

Purchase object

System development Works up to 500 000 EUR excl. VAT that can possibly include and/or cover the following development or other needs. Exact development needs, functional, non-functional requirements, as well as number of hours shall be agreed upon, ahead, in written form as a Work Order (hereinafter "Work Order"). Only the duly signed Work order and its confirmation creates legal obligation for the Supplier to deliver and for the Purchaser to pay.

Procedures and time limits for the performance of contractual obligations

-
- 1.The validity of the Contract: the period for the providing of Work development service is 36 months or until the value of the contract is exhausted, whichever comes first.
 2. Purchaser will order Work according to Work orders (hereinafter- Work order) which shall be signed by the authorized representatives of both Parties.
 3. The Purchaser enter Work order with the Seller of the Work based on the following principles and procedure:

Documentation to be provided during the performance of the contract

1.	Work order proposal form
2.	Work order form
3.	Work Completion Certificate form

TENDER¹**REGARDING THE PURCHASE OF (VPP-2824) DEVELOPMENT AND FOLLOW-UP DEVELOPMENT WORKS OF THE GAS TRANSMISSION SERVICES INFORMATION SYSTEM AMBERFLOWS**04.18.2023.

(Date)

Budapest, Hungary

(Location)

Name, company code, VAT code of the Supplier (hereinafter referred to as the Supplier) / If the Tender is submitted by a group of Suppliers acting according to a joint venture contract, the names and details of all members of the group shall be provided	Navitasoft Zrt. C
Address of the Supplier / If the Tender is submitted by a group of Suppliers acting according to a joint venture contract, the addresses of all members of the group shall be provided	H-1085, Budapest, Somogyi Béla utca 21.
Job title, name, surname of the responsible person	
Telephone number	
Email address	

1. We hereby indicate that we *agree* to all the terms and conditions (hereinafter referred to as the Conditions) of the procurement announced by the Contracting Entity AB Amber Grid (hereinafter referred to as the Contracting Entity) in the Central Public Procurement Information System (hereinafter referred to as the CPP IS), procurement No 662603 (hereinafter referred to as the Procurement):

- 1) In the contract notice;
- 2) In the Conditions;
- 3) in other contract documents.

2. Subject to the conditions set out in the Contract Documents, we submit our tender, in which we provide technical information and data on our readiness to perform the intended procurement contract, service prices, and other information specified in the conditions of the negotiated procedure.

3. In addition, we are prepared to provide the services of the quality and within the time and scope set out in the conditions of the negotiated procedure, the scope and terms of delivery of which are set out in the procurement conditions and their annexes, as well as any additional services that may become necessary during the performance of the contract, at the price indicated below:

3.1. Price (rates) of the services:

No	Subject matter	Hourly rate, EUR, exclusive of VAT	% VAT, EUR	Hourly rate, EUR, inclusive of VAT
1	2	3	4	5

¹ The Supplier must provide all the information requested above when completing this form. If the Supplier deletes any of the provisions contained in the form, its tender will be rejected.

1.	Development and follow-up development works of the gas transmission services information system AMBERFLOWS	78,00	0	78,00
----	--	-------	---	-------

4. **NOTES:**

- Prices/rates shall be stated in the tender to two decimal places;
- The total price of the tender, exclusive of VAT, shall include all expenses (work development, installation and etc.) and all taxes except for VAT.
- In cases where, under the legislation in force, the supplier does not have to pay VAT, the supplier shall skip the relevant sections and indicate the VAT exemption reference.
- The hourly rate of the tender shall be comparable and shall be intended only to identify the most economically advantageous tender. The stated quantities of services shall be preliminary (used only to evaluate tenders). Services will be procured on the basis of individual orders from the Contracting Entity. The Contracting Entity does not undertake to purchase services for a maximum contract value of EUR 500 000,00; the services will be purchased as needed.

5. The proposed Services **fully meet**/*do not meet* (please select) the requirements set out in the contract documents.

6. The following documents shall be submitted with the tender:

No	Name of submitted documents	Number of pages in the document
6.1.	Annex 1	6

7. Information on the management or supervisory bodies of the Supplier/members of a group of Suppliers/participant of the economic operator:

Navitasoft Zrt. (The name of the Supplier is entered)	The Supplier has a collegial management body — the Board (PLEASE SELECT No/Yes)	The Supplier has a Supervisory Board (PLEASE SELECT No/Yes)	There are other persons entitled to represent or control the Supplier, to take a decision to enter into a transaction on the Supplier's behalf (PLEASE SELECT No/Yes)
	<input type="checkbox"/>		
_____ (In case of joint activities, enter the name of the member of the group of Suppliers / the name of the economic operator if it is used to comply with qualification) NOT RELEVANT	The Supplier has a collegial management body — the Board (PLEASE SELECT No/Yes)	The Supplier has a Supervisory Board (PLEASE SELECT No/Yes)	There are other persons entitled to represent or control the Supplier, to take a decision to enter into a transaction on the Supplier's behalf (PLEASE SELECT No/Yes)
	No <input type="checkbox"/>	No <input type="checkbox"/>	No <input type="checkbox"/>
	<input type="checkbox"/> Yes (if yes, please enter the persons)	<input type="checkbox"/> Yes (if yes, please enter the persons)	<input type="checkbox"/> Yes (if yes, please enter the persons)

8.Information about the origin of the Supplier/ members of a group of suppliers / a participant of an economic operator / sub-suppliers and persons controlling them

<p>Navitasoft Zrt. (The name of the Supplier is entered)</p>	<p>Place of registration is in the Republic of Lithuania (PLEASE SELECT Yes/No)</p>	<p>The place of registration of controlling legal entities is in the Republic of Lithuania (PLEASE SELECT Yes/No)</p>	<p>Citizenship and permanent residence of controlling natural persons are in the Republic of Lithuania (PLEASE SELECT Yes/No)</p>
	<p>Yes <input type="checkbox"/></p>	<p>Yes <input type="checkbox"/></p>	<p>Yes <input type="checkbox"/></p>
<p>_____ In the case of joint activities, the name(s) of the member(s) of the group of Suppliers shall be entered NOT RELEVANT</p>	<p>Place of registration is in the Republic of Lithuania (PLEASE SELECT Yes/No)</p>	<p>The place of registration of controlling legal entities is in the Republic of Lithuania (PLEASE SELECT Yes/No)</p>	<p>Citizenship and permanent residence of controlling natural persons are in the Republic of Lithuania (PLEASE SELECT Yes/No)</p>
	<p>Yes <input type="checkbox"/></p>	<p>Yes <input type="checkbox"/></p>	<p>Yes <input type="checkbox"/></p>
	<p><input type="checkbox"/> No (if no, please enter the name of the country)</p>	<p><input type="checkbox"/> No (if no, please enter the name(s) of the country(ies))</p>	<p><input type="checkbox"/> No (if no, please enter the persons and the name(s) of the country(ies))</p>
<p>_____ The name(s) of the economic operator(s)—if they are used to comply with qualification—shall be entered NOT RELEVANT</p>	<p>Place of registration is in the Republic of Lithuania (PLEASE SELECT Yes/No)</p>	<p>The place of registration of controlling legal entities is in the Republic of Lithuania (PLEASE SELECT Yes/No)</p>	<p>Citizenship and permanent residence of controlling natural persons are in the Republic of Lithuania (PLEASE SELECT Yes/No)</p>
	<p>Yes <input type="checkbox"/></p>	<p>Yes <input type="checkbox"/></p>	<p>Yes <input type="checkbox"/></p>
	<p><input type="checkbox"/> No (if no, please enter the name of the country)</p>	<p><input type="checkbox"/> No (if no, please enter the name(s) of the country(ies))</p>	<p><input type="checkbox"/> No (if no, please enter the persons and the name(s) of the country(ies))</p>
<p>_____ The name(s) of the sub-supplier(s) shall be entered</p>	<p>Place of registration is in the Republic of Lithuania</p>	<p>The place of registration of controlling legal entities is in the</p>	<p>Citizenship and permanent residence of controlling natural</p>

NOT RELEVANT	(PLEASE SELECT Yes/No)	Republic of Lithuania (PLEASE SELECT Yes/No)	persons are in the Republic of Lithuania (PLEASE SELECT Yes/No)
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	<input type="checkbox"/> No (if no, please enter the name of the country)	<input type="checkbox"/> No (if no, please enter the name(s) of the country(ies))	<input type="checkbox"/> No (if no, please enter the persons and the name(s) of the country(ies))

9. In participating in the Procurement and during the performance of the contract, I will rely on the capacities of the following economic operators and/or involve the following sub-suppliers²:

No	Name of the economic operator	The economic operator's name and specific authorisation, membership in certain organisations or fulfilled requirements of financial, economic, technical and/or professional capacity ³	
9.1. Economic operators whose capacities are used to meet the requirements of the conditions of the negotiated procedure			
9.1.1.	none	n.a.	
....			
9.2. Sub-suppliers known at the time of submission of the tender that will be used for the performance of the contract (both economic operators whose capacities are relied upon to meet the requirements of the conditions of the negotiated procedure regarding education, professional qualifications and/or professional experience and sub-suppliers whose capacities are not used to meet the requirements) ⁴			
	Name of the sub-supplier	Name and description (detailed description) of works, services, goods provided/supplied by the sub-supplier*	Percentage of obligations in which the sub-supplier(s) will be involved
9.2.1.	none	n.a.	n.a.
...			

Note. *- It is necessary to list all works, services provided, the names of goods supplied, and indicate their share (percentage) that may require the involvement of sub-suppliers (the name of the sub-supplier is not required if it is not known) during the performance of the contract.

10. Information about the origin of specialists

One of the options shall be chosen:

☒ The performance of the services/works, the supply of goods **will** rely upon or it is **intended** to rely upon only such specialists (natural persons) whose permanent residence and/or citizenship **is** in countries **belonging** to the European Union or NATO or the European Economic Area, and they **will** be used during the performance of the contract.

☐ The performance of the services/works, the supply of goods **will** rely upon or it is **intended** to rely upon specialists (natural persons) whose permanent residence and/or citizenship is **not** in countries belonging to

² To be completed if sub-suppliers (sub-contractors, sub-providers) will be used for the performance of the contract.

³ The Supplier may rely on the capacities of other economic operators to meet the requirements relating to education, professional qualifications and/or professional experience (if such requirements are required by the Contracting Entity) **only if the economic operators themselves will perform the works and provide services that require their capacities.**

⁴ **The percentage of obligations in which sub-supplier(s) will be involved must be specified** and sub-suppliers must be indicated if they are known at the time of submission of the tender.

the European Union or NATO or the European Economic Area (*if this option is chosen, the table below must be completed*).

Name, surname of the specialist	Job title/functions during the performance of the contract	Country of permanent residence	Citizenship

11. While confirming that we are aware that the Contracting Entity must ensure that the disclosure of the information contained in the tender is not in conflict with legal requirements, the legitimate interests of suppliers or does not impede free competition between them, we inform you that **the information referred to in this paragraph is confidential** (documents containing confidential information are provided separately)⁵:

No	Name of the submitted document	The document is uploaded in the “Attached Documents” row of the CPP IS tender window
11.1.	none	n.a.
...		

12. We accept the payment conditions set out in conditions of the negotiated procedure (Essential conditions of the contract, clause 20.2.4.).

13. The tender shall be valid for at least 3 months from the closing date for submission of tenders.

14. Information on the origin of goods/materials offered (*including their constituents*), the origin of their producers or persons controlling them and the origin of place of service provision

Name of the goods or materials (<i>including their constituents</i>)	Manufacturer	Manufacturer's country of registration (if the manufacturer is a natural person - citizenship and permanent residence)	The place of registration of controlling legal entities of the manufacturer is in the Republic of Lithuania	Citizenship and permanent residence of controlling natural persons of the manufacturer are in the Republic of Lithuania
--	--------------	--	---	---

⁵ To be completed if confidential information is provided. The Supplier may not indicate that the price of the tender is confidential or that the tender as a whole is confidential. The table contains information on the confidentiality of the information contained in the tender. The Supplier must indicate whether its tender contains confidential information and which information contained in the tender is confidential. The Supplier's entire tender cannot be treated as confidential information.

In the event that the table or individual rows thereof are not filled in, the Contracting Entity will consider that the information in the tender, or the relevant part thereof, is not confidential.

Please note that, in accordance with the Law of the Republic of Lithuania on Procurement by Entities Operating in the Field of Procurement, Waste Water Management, Energy, Transport or Postal Services (hereinafter referred to as the Procurement Law), information that meets the characteristics and conditions laid down in Article 32(2) of the Procurement Law may not be considered confidential, and if the Contracting Entity has doubts as to the confidentiality of the information specified in the Supplier's tender, the Contracting Entity shall ask the Supplier to prove the confidentiality of the specified information. If within the time limit specified by the Contracting Entity (which shall comprise at least 3 business days) the Supplier fails to provide such evidence or provides inadequate evidence, such information contained in the tender shall be deemed to be non-confidential.

<i>E.g.: Transformer "YYY"</i>	<i>E.g.: The company "Manufacturer"</i>	<i>E.g.: Lithuania</i>	(PLEASE SELECT Yes/No) Yes <input type="checkbox"/> <input type="checkbox"/> No (if no, please enter the name(s) of the country(ies))	(PLEASE SELECT Yes/No) Yes <input type="checkbox"/> <input type="checkbox"/> No (if no, please enter the persons and the name(s) of the country(ies))
n.a.	n.a.	n.a.	n.a.	n.a.

Name of services	The services will be provided from the territory of the Republic of Lithuania
E.g.: Computer maintenance and support services	(PLEASE SELECT Yes/No) Yes <input type="checkbox"/> <input type="checkbox"/> No (if no, please enter the name(s) of the country(ies))
IT Development Services	No - Hungary
IT Consulting Services	No - Hungary

The tender is valid until 31st July.

CEO