

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

and

**Navitasoft Information Technology Private Company Limited** by Shares (Navitasoft Zrt.), represented by, (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, capitalized terms used in the Contract as well as in correspondence between the Parties to the Contract shall have the meanings set out below:

- a) **“Group”** shall mean the group of companies directly and indirectly controlled by EPSO-G UAB.
- b) **“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.
- c) **“Seller”** shall mean the party to the Contract who provides IT Services as specified in the Contract to the Purchaser.
- d) **“IT support Services”** shall mean the technical support services specified in this Contract which the Seller undertakes to provide to the Purchaser.
- e) **“Purchaser”** shall mean the party to the Contract who purchases IT support Services specified in this Contract from the Seller.
- f) **“Procurement”** shall mean purchase of the IT support Services which has resulted in the conclusion of this Contract.
- g) **“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.
- h) **“Contract Price”** shall mean the price specified in this Contract, which shall consist of the price of all IT support 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.).
- i) **“Contract”** shall mean this contract between the Purchaser and the Seller (including all amendments, supplements, and annexes thereto).
- j) **“Parties”** shall mean the Purchaser and the Seller collectively and a **“Party”** shall mean either of them.
- k) **“Law on Public Procurement”** shall mean the Law on Public Procurement of the Republic of Lithuania.

### **1.2 Subject Matter of the Contract**

- 1.2.1 The Seller undertakes to provide the Purchaser with IT support services for the gas transmission services information system AMBERFLOWS (hereinafter referred to as the "System") as specified in the Technical Specification. The Purchaser undertakes to accept the IT support services and pay for them in accordance with the conditions and deadlines set out in this Contract.
- 1.2.2 The IT support services shall include but not be limited to incident management, problem resolution, system monitoring, and maintenance.

- 1.2.3 The scope of IT support services is detailed in the Technical Specification, which is an integral part of this Contract.
- 1.2.4 Method and number of the Procurement: without announced negotiations, No. 95021.
- 1.2.5 Method of calculation of the contract price: a fixed monthly payment.
- 1.2.6 Duration of the Services: 36 months. Start of the Services: from the date of the Contract (but not earlier than December 1, 2024).
- 1.2.7 The Seller shall provide IT support services in accordance with the Technical Specification.
- 1.2.8 The quality of the IT support services and adherence to the Technical Specification are essential terms and conditions of this Contract.

### **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 via the IT Service Management system provided by the Seller, 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 authorization 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:

Telephone: +

Email:

The responsible person of the Purchaser has the right to make decisions in regards of the functional and non-functional requirements.

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

#### **Responsible person of Seller:**

Job title, name, surname,;

Telephone: +36

Email: [Click or tap here to enter text.](#)

The responsible person of the Seller has the right to make decisions in regards of deadlines

### **1.4 Performance of the Contract**

- 1.4.1 The Seller shall provide IT support services in accordance with the Technical Specification.
- 1.4.2 The Seller shall use its best efforts to ensure the availability and performance of the System.
- 1.4.3 The Seller shall implement incident management procedures to promptly identify, investigate, and resolve incidents affecting the System.
- 1.4.4 The Seller shall implement problem management procedures to identify and address the root causes of recurring incidents.

- 1.4.5 The Purchaser shall have the right to monitor the Seller's performance and request reports on service levels and incident resolution.
- 1.4.6 The Seller shall provide regular recommendations for maintenance and updates to the System to ensure its optimal performance and security.
- 1.4.7 The Seller shall undertake to comply with the Origin Requirements set out in the Terms and Conditions of the Procurement, the Annexes to the Contract.

## **1.5 Qualification**

- 1.5.1 The Seller and its personnel performing the IT support services shall possess the necessary qualifications, certifications, and experience to deliver the services as specified in the Contract. The Seller shall provide evidence of the qualifications and certifications of its personnel upon the Purchaser's request.
- 1.5.2 The Seller shall maintain the necessary licenses and permits required for the provision of IT support services.
- 1.5.3 The Seller shall ensure that its personnel comply with all applicable data protection laws and regulations.

## **1.6 Subcontracting**

- 1.6.1 If the Seller engages subcontractors for the performance of this Contract, the Seller shall inform the Purchaser of the names, contact details and representatives of the subcontractors known to the Seller if they have not been indicated in the tender for the Procurement (in the broadest sense) before conclusion of this Contract. The Seller must ensure that the subcontractors engaged for performance of this Contract have the necessary knowledge and experience at the time of conclusion of this Contract and for the term of this Contract, were not subject to any grounds for exclusion (if applicable) and meet the Origin Requirements. The Seller shall notify the Purchaser of any changes to the aforementioned information in the course of performance of this Contract as well as of any new subcontractors it intends to use at a later date. The Seller shall inform the Purchaser of the new and/or replaced subcontractors within 10 (ten) working days of the commencement of their engagement and/or replacement.
- 1.6.2 Subcontractors whose capabilities have not been relied upon by the Seller in support of the qualification requirements set out in the Conditions of Purchase may be changed at the Seller's discretion by notifying the Purchaser in writing. The Purchaser shall have the right to verify that there are no grounds for the exclusion of a subcontractor (if applicable). If a subcontractor meets at least one of the grounds for exclusion set out in the Conditions of Purchase, the Purchaser shall require the subcontractor in question to be replaced by an eligible subcontractor.
- 1.6.3 The Purchaser confirms that it will not unreasonably withhold its consent to the replacement of a subcontractor, but the Purchaser shall not satisfy the Seller's request to replace an existing subcontractor specified in the application to participate in the Tender, or to use a new subcontractor, if it is established that the new subcontractor does not comply with the Origin Requirements.
- 1.6.4 Inclusion or replacement of any subcontractor shall not be subject to a separate written agreement between the Parties, it only requires a written consent from the Purchaser.

## **1.7 Quality Requirements for the IT support services.**

- 1.7.1 The Seller shall provide IT support services that meet or exceed the quality standards specified in the Technical Specification.
  - 1.7.1.1 Document baseline in support contract:
    - User Manual
    - E-Help
    - Network rules table.
- 1.7.2 The Seller shall maintain and update relevant documentation, including operating procedures, knowledge base articles, and user manuals, to support the provision of IT support services.
- 1.7.3 The Seller shall recommend quality control measures to monitor and improve the quality of IT support services.

- 1.7.4 The Purchaser shall have the right to conduct quality audits and reviews of the Seller's performance.

## 2 PRICE AND PAYMENT

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

- 2.1.1 The Price of the Contract shall include all direct and indirect costs associated with the performance of the IT support services including: purchase of products, tools and other items (except where they are to be provided by the Purchaser in accordance with the Contract), installation, preparation of documentation, and all taxes and charges payable and necessary for provision of the IT support services referred herein unless expressly provided for in this Contract as a separate charge for such costs.
- 2.1.2 The Price of this Contract may only be amended in the cases specified in this Contract. No additional payments which have not been agreed by the Parties in writing in advance shall be made.
- 2.1.3 The Parties shall agree that VAT shall be calculated at the rates applicable at the time of issue of the invoice. The provision shall apply if the VAT rate changes (increases or decreases) because of an amendment to legislation and shall not apply if the VAT rate increases or the VAT liability arises because of the circumstances beyond control of the Seller such as a change in the Seller's activities, becoming a VAT payer etc.
- 2.1.4 The initial Price of the Contract and/or rates shall be a material term of this Contract. If the Seller increases them in cases not provided for in this Contract or refuses to perform this Contract for the Price stated in the Seller's offer, it shall be considered as a material breach of Contract.
- 2.1.5 Recalculation/change of the price (rates) provided for in the Contract may be initiated annually (the first recalculation starting one year after signing the contract). 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. Either Party shall have the right to terminate the Contract in case recalculated price (rates) is not acceptable to that Party.
- 2.1.6 The revised price (rates) shall apply to monthly payments 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)

***a<sub>1</sub>*** – 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<sub>latest</sub>*** 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<sub>start</sub>*** 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:

J63 - Information service activities applicable to values "***k***", ("***Ind<sub>latest</sub>***", "***Ind<sub>start</sub>***") 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 J63 - Information service activities.

- 2.1.9 The Consumer Price Index at the date of conclusion of the Contract - is 108,029, 2024K2.
- 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 "SABIS" 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 2<sup>nd</sup> working day of the current month.
- 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 % ( percent) (without VAT) per calendar day of delay, but not more than % ( 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 3.1 of this Contract.

In case the Seller's submitted invoice(s) is not paid by the Purchaser within 30 days, Seller may suspend the performance of its obligations under this Contract.

## **3 LIABILITY**

### **3.1 Damages and Penalties**

- 3.1.1 The penalties (fines and default interest) provided for in this Contract shall be deemed to be the minimum pre-agreed damage incurred by the Parties as a result of a breach of the relevant term of this Contract by the other Party, the amount of which the injured Party does not need to prove. Payment of penalties shall not preclude the affected Party from claiming compensation for damages acknowledged by the other Party in writing, not covered by the penalties and shall not relieve the Party which has paid the penalties of its contractual obligations.
- 3.1.2 If the Seller fails to comply with the response and resolution timeframes specified in clause 5.3.3 of “Technical specification”, the Seller shall pay a penalty to the Purchaser. The amount of the penalty shall be calculated according to clause 7 of “Technical specification”.
- 3.1.3 If the Seller fails to fulfil its obligations, which are subject to penalty payment, the Purchaser shall be entitled to retain and deduct the penalties and damages acknowledged by the Seller in writing up to limitations set in clause 3.2. from any amounts payable to the Seller under this Contract.

### **3.2 Limitation of liability**

- 3.2.1 The Parties' liability for damages arising from this Contract shall be limited to the amount of one month payment.
- 3.2.2 The total amount of penalties imposed on a Party under the Contract shall be limited to an amount equal to ( ) per cent of the Price of the Contract.
- 3.2.3 The provisions of this Contract concerning limitation of liability do not apply to damage caused intentionally or through gross negligence. The limitation of liability shall also not apply for damages arising out of breaches of confidentiality, personal data obligations.

### **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 minimize 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 This Contract may be amended by a written agreement of the Parties, if this is not in conflict with the procedures laid down in the Law on Public Procurement/Law on Procurement.
- 4.2.2 Either Party shall have the right to unilaterally terminate this Contract without recourse to the courts by giving 30 (thirty) days’ written notice to the other Party if:
  - 4.2.2.1 the other Party is the subject of bankruptcy, restructuring or liquidation proceedings, becomes insolvent or ceases its business activities.
  - 4.2.2.2 performance of this Contract is suspended due to *Force Majeure* for more than 120 (one hundred and twenty) days.
  - 4.2.2.3 if the other Party commits a material breach of this Contract and fails to cure such breach within 15 (fifteen) days of receipt of written notice thereof.
  - 4.2.2.4 if a Party assigns the rights and obligations arising from this Contract to third parties without the other Party prior written consent (in case such consent required, as set in point 5.8.1 of this Contract).
  - 4.2.2.5 if the Seller or its subcontractors no longer meet the qualification requirements set out in the Terms and Conditions of the Procurement (if requirements are applicable), the grounds for exclusion and/or the Seller ceases to be entitled to carry out the activities specified in this Contract.
  - 4.2.2.6 if a Party is unable and/or refuses, through its own fault, to perform the obligations under this Contract or any part thereof, irrespective of the value of such part.
  - 4.2.2.7 if the either Party acknowledges to the other and/or other persons its inability to pay its existing debts or make future payments in writing or otherwise publicly announces about it.
  - 4.2.2.8 if the amount of the penalties payable by the Seller exceeds ( ) per cent of the Price of Contract.
  - 4.2.2.9 In the cases set out in Articles “6.217 Dissolution of a contract” and “6.721 Unilateral termination of the service contract” of the Civil Code of the Republic of Lithuania.

- 4.2.2.10 if the Seller nominates a subcontractor or person not meeting the Origin Requirements and fails to replace it with a subcontractor or person who does meet them within the time limit agreed to by the Parties, or if it's apparent that the replacement is not possible, or during the term of this Contract it is found that the subcontractor or persons did not meet the Origin Requirements more than three times in any consecutive 12-month period.
- 4.2.2.11 where applicable, the Seller has lost the status referred to in Article 35 of the Law on Procurement or a subcontractor has lost such status, and the Seller is unable to replace such subcontractor with another eligible subcontractor and is unable to perform IT support services without the given subcontractor.
- 4.2.2.12 a Party is in breach of the provisions of this Contract relating to competition, intellectual property, or the management of confidential information.
- 4.2.2.13 if imposition of international sanctions against a Party makes it impossible or excessively difficult for the other Party and/or the Party to perform their obligations under this Contract or if continued performance of this Contract would be at risk due to imposition of international sanctions against the Purchaser.
- 4.2.2.14 if the circumstances, set out in the Terms and Conditions of the Procurement, the Annexes to the Contract, with regard to Origin Requirements, arise. If the Seller breaches the requirements relating to Origin Requirements, but the breach does not result in termination of this Contract, the Seller shall be obliged to remedy the breach (if and to the extent practicable/proportionate).
- 4.2.3 The Seller shall have the right to suspend its IT support services and/or terminate this Contract by giving 30 (thirty) days' written notice to the Purchaser if the Purchaser is in delay to make a payment when due.
- 4.2.4 If this Contract is terminated due to the fault of the Seller, the Purchaser shall be entitled to claim a penalty not more than % ( percent) of the remaining contract value (including ongoing month) but not more than EUR ( thousand) and not less than EUR (). Penalties for underperformance of IT support services (clause 3.1.2 of the Contract), penalties applicable in the event of termination of the Contract due to the fault of the Seller cannot be cumulated.
- 4.2.5 The Contract may be terminated by a mutual written agreement of the Parties as well as in the cases set out in the Law on Public Procurement/Law on Procurement.
- 4.2.6 The time limit for the provision of IT support services may be extended under the following circumstances:
  - 4.2.6.1 the actions or omission of action of the Purchaser that prevent from proper and timely performance of the Seller's obligations under this Contract including delays by the Purchaser to appoint the specialists responsible for performance of its obligations under this Contract or non-performance or improper performance of the other obligations of the Purchaser under this Contract.
  - 4.2.6.2 a failure to perform any function assigned to a state or municipal authority, body, office or organization, or other entity by law within a set (or reasonable) time limit.
  - 4.2.6.3 protracted procurement procedures that make it impossible or excessively difficult to start and/or complete provision of the IT support services within the time limit.
  - 4.2.6.4 delays, barriers, or obstructions which are beyond the Seller's control and responsibility, and which are caused by and attributable to third parties (e.g., improper performance of another contract by the Purchaser the performance of which has a direct impact on the performance of the Contract by the Seller) occur.
  - 4.2.6.5 instructions given by the Purchaser to the Seller outside the scope of this Contract which affect the time limits for performance of the Seller's contractual obligations.
  - 4.2.6.6 other cases provided for in this Contract and the Law on Public Procurement/Law on Procurement.
  - 4.2.6.7 If the Seller justifies the existence of the relevant conditions and their impact on the time limit for provision of the IT support services, then the time limit for provision of the IT support services shall be extended for as long as the above circumstances exist. Any extension of the time limit for provision of the IT support services shall be agreed by the Parties in writing.

### **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 Technical Specification.
  - 4.3.4.2 this Contract for sale and purchase of IT support services.
  - 4.3.4.3 the Clarifications and Adjustments of the Procurement Documents, if any.
  - 4.3.4.4 the Terms and Conditions of the Procurement.
  - 4.3.4.5 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 and 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 they entered into the Contract with the intention of giving effect to its provisions and being able to perform their obligations under this Contract to the extent and within the time limits set out therein.
  - 5.1.1.2 they are solvent and financially capable of performing this Contract, their activities have not been restricted, they are not undergoing or threatened with restructuring or liquidation proceedings, they have not suspended or curtailed their activities, and they are not in bankruptcy proceedings.
  - 5.1.1.3 they have all authorizations, decisions, consents, and approvals necessary for entering this Contract and full and proper performance of the obligations under this Contract and can provide them within a reasonable time limit as determined by the Purchaser.
- 5.1.2 By signing this Contract, the Seller shall further represent and warrant that:
- 5.1.2.1 it has made itself fully acquainted with all available information and documentation relating to the subject-matter and object of this Contract necessary for the performance of its obligations hereunder and that such documentation and the information contained therein is fully and completely sufficient to enable the Seller to ensure proper and complete performance and quality of all the obligations under this Contract. The Seller shall certify that it has examined, understood, and verified the documents referred to in this Contract and previously provided to it and has satisfied itself that, to the best of the Seller's knowledge, they are free from any errors or other omissions which would prevent from proper and timely performance of the Seller's obligations.
  - 5.1.2.2 it has all the technical, intellectual, physical, organizational, financial and any other capabilities and qualities necessary and appropriate to enable it to properly perform the terms and conditions of the Contract.

### **5.2 Confidentiality and Protection of Personal Data**

- 5.2.1 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.
- 5.2.2 The term Confidential Information shall not include information which:
- 5.2.2.1 is or at the time of its provision was in the public domain.
  - 5.2.2.2 is obtained from a third party to which the Purchaser does not impose any restrictions on disclosure.
  - 5.2.2.3 may not be treated as confidential under valid legal requirements.
  - 5.2.2.4 is designated as non-confidential by the other Party in writing.
- 5.2.3 If either Party is in doubt as to whether information is Confidential Information, it will treat such information as Confidential Information.

- 5.2.4 Both Parties shall protect the Confidential Information in a proper and reasonable manner, in accordance with applicable professional standards and to use, reproduce and disclose it to its employees, members of its management bodies, third parties (subcontractors, legal, financial, business, and technical advisors) who shall be bound by appropriate confidentiality obligations, only to the extent necessary for performance of its obligations under the Contract.
- 5.2.5 A Party shall immediately inform the other of any unauthorized use or disclosure of the Confidential Information that has occurred or is imminent.
- 5.2.6 The Party's obligations under this Contract not to disclose the Confidential Information shall not apply where and to the extent a Party is required by law to disclose the Confidential Information to a competent state, municipal, or other authority, body, organization or its representative or to a court of law, or duty to make information public. If a Party is required to disclose any part of the Confidential Information pursuant to applicable laws or regulations, it shall promptly notify the other Party in writing prior to disclosing such information. The requirement to notify the other Party about the disclosure of the Confidential information in the cases specified in this clause does not apply to the Purchaser. If either Party unlawfully discloses Confidential Information, it shall pay to the other Party a penalty in the amount of EUR 3,000 (three thousand) and shall indemnify the other Party against any damages suffered or incurred by it.
- 5.2.7 Where the Confidential Information is in electronic form, the Parties shall:
- 5.2.7.1 ensure that all computer workstations in which the Confidential Information received in electronic form in the performance of this Contract is processed were equipped with a legal, functioning version of anti-virus software.
  - 5.2.7.2 ensure that the Confidential Information in electronic form was not transmitted to and/or handled in the online spaces of relevant services (e.g., Dropbox, Google Drive, One Drive), unless such services are provided to the Seller under corporate (non-personal use) agreements with the producers/providers of such services.
  - 5.2.7.3 ensure that portable electronic media (e.g., USB sticks) in which Confidential Information is stored were encrypted or stored in locked information storage devices (e.g., cabinets, safes, separate locked rooms), or were otherwise protected against theft or loss of such devices.
- 5.2.8 Both Parties shall have the right to share other Party's information with other companies in Party's network of companies or individuals who may collect, use, transfer, store and otherwise process it in various jurisdictions in which they operate for purposes related to the provision of the Services; regulatory and legal compliance with Party's regulatory and legal obligations; conflict checking; risk management and quality supervision; internal financial accounting, information technology and other administrative support services. The Parties shall ensure that other companies in Party's corporate network and/or persons to whom the Party shall communicate information complied with the confidentiality obligations set forth in this Section, and the Party shall be directly responsible for any breach thereof.
- 5.2.9 Each Party shall acknowledge and confirm that the personal data referred to in this Contract shall be processed solely for purposes related to performance of this Contract and in accordance with strict confidentiality obligations and requirements for protection of personal data. The requirements for processing of personal data, the rights of data subjects and the obligations of data controllers shall be governed by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).
- 5.2.10 At the moment of conclusion of this Contract and in the course of performance thereof, the Parties as well as their employees and/or representatives shall provide each other with their personal data (name, position, contact details, etc.) and personal data of their employees and/or representatives as well as of any other person.
- 5.2.11 The Parties acting as controllers of personal data shall process the personal data referred to in paragraph 5.2.9 independently of each other only for the following purposes: (a) for the purposes of entering this Contract and the performance of their obligations under this Contract; and (b) for the purposes of complying with the requirements of the legislation applicable to them.
- 5.2.12 The personal data referred to in paragraph 5.2.9 shall be stored by the Parties only for as long as it is necessary for the purposes for which the personal data was collected and processed.

- 5.2.13 The Purchaser may provide the personal data referred to in paragraph 5.2.9 to the following recipients: the Group, data center and cloud computing service providers, software providers and maintainers of the software and competent public authorities.
- 5.2.14 The Seller may share such personal information with other members of the Seller's global network, even outside the European Union in accordance with the applicable law, subject to the level of protection required by law.
- 5.2.15 The Parties shall implement appropriate technical and organizational measures to protect personal data against unauthorized processing and accidental loss, destruction, damage, alteration, or disclosure. In the event of a personal data breach, the Parties shall cooperate in good faith.
- 5.2.16 A failure to comply with confidentiality and/or personal data protection obligations shall constitute a material breach of the Contract.
- 5.2.17 The points of chapter 5.2. are understood as mutual obligations from both Parties to each other's.

### **5.3 Conflict of Interest**

- 5.3.1 The Seller shall perform its duties impartially, honestly, and properly, avoid any conflicts of interest and act in such a way that there was no doubt that such conflict exists and to abstain from making decisions that may give rise to a conflict of interest. Such conflicts of interest may arise for economic, family or any other reason.
- 5.3.2 If circumstances which may give rise to a conflict of interest for the Seller arise, the Seller shall immediately refrain from any action in fulfilment of its functions which may give rise to a conflict of interest and immediately give a written notice of its disqualification from and/or its abstention from, the relevant actions which may give rise to a conflict of interest in free form (or orally and, as appropriate, in the minutes of the meeting). Such notification shall be given to the Purchaser's representative as specified in this Contract.
- 5.3.3 The Seller shall undertake not to use or allow others to use its position, employment for personal gain, information relating to the activities of the Purchaser for personal gain or for the benefit of others or any of the Purchaser's property, assets, and rights, except in the interests of the Purchaser and the Group and in accordance with the established procedures.

### **5.4 Language**

- 5.4.1 For the purposes of performance of this Contract, communication and correspondence between the Parties shall be conducted in the English language.
- 5.4.2 All documentation provided by the Seller shall be in the English language.

### **5.5 Notices**

- 5.5.1 All notices which must be given under this Contract or applicable law shall be served to a Party to this Contract by against acknowledgement of receipt or by registered mail or by e-mail to the addresses specified in this Contract. Notices shall be deemed to have been duly served 5 (five) working days from the date of dispatch of the registered letter to the other Party at the address specified in this Contract. Notices sent by e-mail outside the working hours shall be deemed to be received on the next working day following the date of dispatch.
- 5.5.2 A Party shall give a prior written notice of any change in its details to the other Party. All notices/documents sent by a Party to the other Party prior to the receipt of notice of the change of address of the latter shall be deemed to have been duly served to that Party.
- 5.5.3 Notices, requests, demands, invoices, deeds, and correspondence sent by the Parties shall indicate the number and date of this Contract.
- 5.5.4 All notices of the Parties not specifically provided for in this Contract shall be subject to a minimum period of 10 (ten) days.

### **5.6 Dispute Resolution**

- 5.6.1 Any dispute, controversy or claim arising out of or in connection with this Contract, its breach, termination, or validity shall be settled by negotiation between the Parties.

- 5.6.2 If the Parties are unable to resolve any dispute, disagreement or claim by negotiation within 30 (thirty) days, the dispute, disagreement, or claim shall be settled in the courts of the Republic of Lithuania in accordance with the place of the registered office of the Purchaser.

## **5.7 Assignment of Rights**

- 5.7.1 The Party shall have the right to assign its rights and/or obligations under the Contract to a named third party by notifying the other Party in writing and by obtaining the other Party's prior written consent. The obligation to obtain the Seller 's written consent is not applicable, where such decision is not under control of the Purchaser (as the Purchaser is acting in a regulated activity).

## **5.8 Waiver of Rights**

- 5.8.1 A failure by the Parties to exercise their rights under this Contract shall not constitute a waiver of such rights unless a Party waives such rights by written notice.

## **5.9 Documents of the Contract**

- 5.9.1 The Contract may be executed in several counterparts of equal legal force and constituting one and the same Contract.
- 5.9.2 Attachments of the Contract for sale and purchase of IT support services:
- 5.9.2.1 Technical Specification
  - 5.9.2.2 Seller 's proposal
  - 5.9.2.3 Procurement documents, their clarifications, and adjustments (if any), which are stored in CVP IS.

### **The Purchaser**

Address: Laisves ave. 10, Vilnius LT-04215  
Company code: 303090867  
VAT number: LT100007844014  
Account No LT71 7044 0600 0790 5969  
Bank: AB SEB Bank  
Bank code: 70440  
Telephone number +370 5 236 0855  
Email: [info@ambergrid.lt](mailto:info@ambergrid.lt)

Commercial Director  
CFO

### **The Seller**

Address: 1085 Budapest, Somogyi Béla utca 21.  
Company code: 01-10-049327  
VAT number: 25959860-2-42  
Account No: HU22 1040 0085 5052 6885 7772 1012  
Bank: Kereskedelmi és Hitelbank Zrt.  
Bank code: -  
Telephone number: +36  
Email:

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## 1. PURCHASE OBJECT

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Technical support service for (hereinafter - Services) of the Gas transmission services information system AMBERFLOWS (hereinafter - System).

### Scope:

AB Amber Grid purchases technical support service for AMBERFLOWS Information System for 36 months. The Seller shall offer a price in EUR for the one month (Price= 7500,00 EUR/ per 1 month, VAT excl.).

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## 2. PLACE OF PERFORMANCE OF CONTRACTUAL OBLIGATIONS

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AB Amber Grid, Gudeliu str. 49, Vilnius, Lithuania

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## 3. REQUIREMENTS FOR THE OBJECT OF THE PROCUREMENT

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### 3.1. The current situation

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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.

The System consists of two subsystems: Self-Service Portal and Service Accounting subsystem, both of them are on premise and replicated to the Microsoft Azure platform for disaster. The external users connect to the Self-Service Portal using an Internet connection, they input, upload, update, review the data. The internal users connect to the Service-Accounting subsystem using LAN connection, they update, review the transmission NUs data (e.g., contracts data, capacity data, nomination, re-nomination, data of secondary market etc.), upload, update, review the transmission system elements data (e.g., gas distribution station data, gas metering station data etc.). The data for the natural gas transmission, balancing and other services invoices are generated in Service Accounting System. The invoices are imported from Service Accounting subsystem to Self-Service Portal. Automatic data exchange exists between Service-Accounting subsystem and following systems: Self-Service Portal, Distribution System Operator IT System, other TSO Information Systems, Natural Gas Exchange /Gas Trade System Information System, the transmission NUs IT Systems, Capacity Allocation Platform, AB Amber Grid website. The data is submitted from data Service Accounting subsystem to ENTSOG Transparency Platform and ACER-REMIT Platform automatically. The following current business processes are implemented in the System: capacity booking, implicit capacity allocation, nominations, re-nominations, nominations matching, interruptions of interruptible capacity, allocation, imbalance, settlement, and invoicing (of transmission services, neutrality charge, imbalance), secondary trading, capacity surrendering, consumption capacity, reconciliation etc.

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.

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### Procedures and time limits for the performance of contractual obligations

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## 4. Contract Validity

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- The IT technical support service will be provided for a period of 36 months.
- Start: From the date of the Contract (but not earlier than December 1, 2024).

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## 5. Minimum Requirements for the Seller

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### 5.1 Incident and Event Management

- The Seller shall provide a continuous, 24/7 IT service management system accessible to authorized users.
- Technicians shall receive alerts requiring immediate intervention as agreed by the parties.

### 5.2 Incident Logging

- The Purchaser must be able to register Incidents via:
  - Seller's Email
  - Seller's Task and Error Management System ("IT service management system")

### 5.3 Service Requirements

#### 5.3.1 Service Period

- Monday to Friday - Time: CET/CEST 08:00 – 16:00

#### 5.3.2 Contact Methods

- Email: as backup source

- JIRA ticketing system Preferred as primary source.
- 5.3.3 Requirements for Notification, Response and Resolution**
- Receive notifications: Mandatory (24/7)
  - Feedback time: Maximum 1 hour
  - Response time within service period:
    - P1: 4 hours
    - P2: 8 hours
    - P3: 5 working days.
    - P4: 10 working days.
  - Resolution Time:
    - P1: 24 working hours
    - P2: 48 working hours
    - P3: Based on a written arrangement in the seller's IT service management system.
    - P4: Based on a written arrangement in the seller's IT service management system.
- 5.3.3.1** In cases where it is objectively not feasible to resolve issues according to the timelines in clause 5.3.3, alternative timelines may be established by mutual agreement:
- 5.3.3.1.1** The Seller's obligations regarding Resolution and Response times are contingent upon the Purchaser's timely provision of required information and the accuracy and completeness of such information. Any delays or inaccuracies in the Purchaser's input or response may result in adjustments to the agreed timelines without liability to the Seller.
- 5.3.3.1.1.1** Seller must take reasonable and prompt actions/efforts to obtain the necessary information from the Purchaser to resolve the incident within the agreed SLA timeframe.
- 5.3.3.1.1.2** The Seller must inform the Purchaser of any obstacles that may delay response provision or incident resolution.
- 5.3.3.2** These timelines mentioned in clause 5.3.3.1 must be approved by the Purchaser authorized representatives and documented within the ITSM (JIRA) system.
- 5.4 Reporting and Monitoring**
- 5.4.1 Reporting Channels**
- The Seller shall:
    - Operate an online task and error management system accessible 24/7.
    - Provide a e-help manual for using the system.
- 5.4.2 Monitoring System**
- The Seller shall:
    - Operate a diagnostic/monitoring system for infrastructure and application monitoring.
    - Report failures and manage necessary alerts.
- 5.5 Incident, Event and Problem Management**
- 5.5.1 Incident Management**
- The Seller shall:
    - Resolve incidents within defined time limits.
    - Operate a continuous, 24/7 ticketing system.
    - Classify and assess incidents, involve stand-by technicians if necessary, and notify dispatching services for high-priority incidents.
- 5.5.2 Event Management**
- The Seller shall:
    - Monitor and Manage Alerts: Continuously track and manage alerts generated by the monitoring tool to identify potential issues or deviations within the system.
    - Incident Correlation and Prioritization: Correlate events with existing incidents or known problems to prioritize responses efficiently, ensuring that high-impact events are addressed first.
- 5.5.3 Problem Management**
- The Seller shall:
    - Identify and analyze the root causes of incidents.
    - Implement corrective actions to prevent recurrence of similar incidents.
    - Maintain a problem management database and track the status of known issues.
    - Ensure the timely resolution of problems, particularly those that may have a significant impact on services.
- 5.6 Service Requests and Consultation**
- 5.6.1 Preferred options regarding Service Requests**
- The Seller shall:
    - Perform operational tasks related to service requests.

- Provide a specified number of hours per month for service.

**Preferred options related to Consultation.**

- The Seller shall:
  - Carry out tasks within agreed time limits for consultations.
  - Plan and agree on service request operations individually and in individual orders if necessary.

## **5.7 Documentation and Troubleshooting**

### **5.7.1 Documentation**

- The Seller shall:
  - Document the actual cause of failures and modifications made.
  - Ensure that documentation is regularly updated to reflect changes and improvements.
  - Include clear and concise step-by-step instructions for common tasks and troubleshooting procedures.

### **5.7.2 Troubleshooting**

- The Seller shall:
  - Collaborate with other parties to resolve incidents involving the Amberflows Information System.
  - Identify and eliminate root causes of incidents.
  - Use temporary solutions, if necessary, with prior authorization from the Purchaser.
  - Recommend proactive monitoring and regular system audits to prevent incidents.
  - Suggest implementing a knowledge-sharing system for common troubleshooting scenarios to reduce resolution times.

## **5.8 Key Personnel**

- The Seller shall:
  - Appoint key personnel (project manager and analyst) within one week of contract signing.
  - Ensure key personnel are familiar with the system and proficient in English.
  - Notify the Purchaser 14 days in advance of any key personnel replacement.

## **5.9 Additional Responsibilities**

- The Seller shall:
  - Cover all direct and indirect costs associated with the performance of the contract.
  - Provide technical support accordance with the technical specification clause to responsibility matrix "8. Responsibility Matrix for Technical Support".

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## **6. Purchaser Responsibilities**

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### **6.1 Key User Appointment**

- The Purchaser shall appoint a key user within one week of contract signing.
- The key user shall be familiar with the system's business processes and proficient in English.

### **6.2 Communication and Support**

- The Purchaser shall:
  - Ensure the key user actively participates in meetings and telephone conferences.
  - Notify the Seller in advance of any key user replacement.

### **6.3 Environmental Requirements**

- The Purchaser shall:
  - Reduce paper consumption and request services in electronic format whenever possible.
  - Coordinate all necessary information and documents electronically.

### **6.4 Troubleshooting**

- The Seller shall:
    - Collaborate with other parties to resolve incidents involving the Amberflows Information System.
    - Identify and eliminate root causes of incidents.
    - Use temporary solutions, if necessary, with prior authorization from the Purchaser.
- Provide key inputs in a timely manner.

#### **6.4.1 Out-of-scope**

- Additional trainings, consultations
- Defining and delivering new documents
- Negotiation with third parties
- Manual data correction
- Error correction after Purchaser user errors
- Support of layers or layer related activities disclosed in point 9 Responsibility Matrix not under the name of Seller

- 6.4.1.1** All above Out-of-Scope items shall be ordered by the Purchaser in from of Service request agreed individually.

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## 7. Penalties and Late Payment Fees

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- If the Seller fails to comply with the response and resolution deadlines specified in clause 5.3.3, a penalty of 35 Euros shall be imposed for each hour of delay (an hour is considered a full hour of delay. For example, if the Seller is delayed by 15, 30, or 45 minutes, no 35 Euro penalty will be applied for this time. If the Seller is delayed by 2 hours and 15 minutes, a 70 Euro penalty will be applied for the delayed full 2 hours).
- If the Seller fails to meet the response and resolution deadlines specified in clause 5.3.3 and those deadlines are measured in days, a penalty of 150 EUR will be imposed for each day of delay.
- Accumulated Total monthly Sum of penalty, mentioned in clause 7, cannot exceed 25 % (twenty-five per cent) of the total monthly invoice amount.

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## 8. Service, Urgency Levels and Severity Definitions

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### 8.1 Severity Levels

- Severity 1 (Crash): Severe limitation or complete inability to perform functions.
- Severity 2 (Malfunction): Limited ability to perform functions.
- Severity 3 (Abnormal Operation): Not fully operational or functions not as defined.
- Severity 4 (No Proper Availability): Any operation not classified under severity 1 to 3.

### 8.2 Urgency Levels

- **Urgency 1:** The most urgent incident requiring immediate intervention to prevent significant impact on business operations or safety.
- **Urgency 2:** High urgency incidents that require prompt attention but do not immediately jeopardize critical functions.
- **Urgency 3:** Moderate urgency incidents that should be addressed within a reasonable time frame but do not pose an immediate threat to operations.
- **Urgency 4:** Low urgency incidents that require intervention but have minimal impact on business operations and can be scheduled for resolution at a later time.

### 8.3 Response and Resolution Times

- Response Time: Time from notification to first action.
- Resolution Time: Time from notification to fault rectification and system restoration.

### 8.4 Priority Classes

- P1: Most urgent and severe incidents.
- P2: High urgency and severity.
- P3: Moderate urgency and severity.
- P4: Low urgency and severity.
- Table: Priority Classes

Priority		Severity			
		1	2	3	4
Urgency	1	P1	P2	P2	P3
	2	P2	P2	P3	P4
	3	P2	P3	P3	P4
	4	P3	P4	P4	P4

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## 9. Responsibility Matrix for Technical Support

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		PLANNING	OPERATION	MAINTENANCE			SUPPORT			
IT Layers	Description	Develop & Update, DRP	Monitoring, Alarming	Backup & Archives, DRP	Configuration / Performance tuning	Update & Patches	L1: Hotline, Incident Management	L2	L3: Vendor Support	Switchover* PROD - DR
Application	Purchaser Billing Portal & Central	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Purchaser
DATABASE	Influx DB	Seller	Seller	Seller	Seller	Seller	Seller	Seller	n/a	Purchaser
Database	Oracle	Purchaser	Purchaser	Purchaser	Purchaser	Purchaser	Seller	Purchaser	Oracle	Purchaser
OS	Kubernetes	Seller	Seller	Seller	Seller	Seller	Seller	Seller	n/a	n/a
OS	Linux RedHat	Purchaser	Purchaser	Purchaser	Purchaser	Purchaser	Purchaser	Purchaser	Purchaser	n/a
OS	Linux Ubuntu (Proxy)	Purchaser	Purchaser	Purchaser	Purchaser	Purchaser	Purchaser	Purchaser	n/a	Automatic
OS	Virtual Machines	Purchaser	Purchaser	Purchaser	Purchaser	Purchaser	Purchaser	Purchaser	Purchaser	n/a
OS	Hyper-v	Purchaser	Purchaser	Purchaser	Purchaser	Purchaser	Purchaser	Purchaser	Purchaser	n/a
Network	Firewall - WAF	Purchaser	Purchaser	Purchaser	Purchaser	Purchaser	Purchaser	Purchaser	Purchaser	n/a
Network	Internet Connection	Purchaser	Purchaser	Purchaser	Purchaser	Purchaser	Purchaser	Purchaser	Purchaser	n/a
Network	Network setup	Purchaser	Purchaser	Purchaser	Purchaser	Purchaser	Purchaser	Purchaser	Purchaser	n/a
Network	Network – HW	Purchaser	Purchaser	Purchaser	Purchaser	Purchaser	Purchaser	Purchaser	Purchaser	n/a
HARDWARE	Server - HW	Purchaser	Purchaser	Purchaser	Purchaser	Purchaser	Purchaser	Purchaser	Purchaser	n/a
Hardware	Storage - HW	Purchaser	Purchaser	Purchaser	Purchaser	Purchaser	Purchaser	Purchaser	Purchaser	n/a

GALUTINIS PASIŪLYMAS		FINAL TENDER
<b>AB Amber Grid (VPP-3652) AMBERFLOWS INFORMACINĖS SISTEMOS PALAIKYMŲ PASLAUGŲ PIRKIMUI</b>		<b>FOR PROCUREMENT OF (VPP-3652) TECHNICAL SUPPORT SERVICE FOR THE INFORMATION SYSTEM AMBERFLOWS BY AB AMBER Grid</b>
INFORMACIJA APIE TIEKĖJĄ / SUPPLIER INFORMATION		
Tiekėjo pavadinimas / <i>Jeigu dalyvauja Tiekėjų grupė, surašomi visų narių pavadinimai</i>	Name of the Supplier / <i>If a group of Suppliers is present, the names of all members shall be listed</i>	Navitasoft Information Technology Private Company Limited by Shares
Tiekėjų grupės atsakingas partneris (pildoma, jei Pasiūlymą teikia Tiekėjų grupė)	Responsible partner of the group of Suppliers (to be filled in if the Tender is submitted by a group of Suppliers)	-
Tiekėjo adresas / <i>Jeigu dalyvauja Tiekėjų grupė, surašomi visi dalyvių adresai</i>	Supplier's address / <i>If a group of Suppliers is involved, all addresses of the participants are listed</i>	Hungary 1085 Budapest Somogyi Béla street 21.
Tiekėjo juridinio asmens kodas (tuo atveju, jei Pasiūlymą pateikia fizinis asmuo – verslo pažymėjimo Nr. ar pan.) / <i>Jeigu Pasiūlymą pateikia Tiekėjų grupė, nurodomi visi Tiekėjų grupės narių kodai</i>	Supplier's legal entity code (s) (in case the Tender is submitted by a natural person - business certificate No., etc.) / <i>If the Tender is submitted by a group of Suppliers, all codes of the members of the group of Suppliers shall be listed</i>	01-10-049327
Tiekėjo PVM mokėtojo kodas / <i>Jeigu Pasiūlymą pateikia Tiekėjų grupė, nurodomi visi Tiekėjų grupės narių kodai</i>	Supplier VAT identification number (s) / <i>In case the Tender is submitted by a Supplier group, the codes of all the Supplier group members shall be indicated.</i>	HU25959860

Tiekėjo / Tiekėjų grupės atsakingo partnerio sąskaitos numeris, banko pavadinimas ir banko kodas		Account number, bank name and bank code of the Supplier / responsible partner of the Supplier	K&H Bank Zrt BIC (SWIFT) code: OKHBHUHB IBAN number: HU22 1040 0085 5052 6885 7772 1012
Pasiūlymo pasirašymui Tiekėjo / Tiekėjų grupės atsakingo partnerio įgalioto asmens vardas, pavardė, pareigos, telefono numeris ir el. paštas		Name, surname, position, telephone number and e-mail of the person authorized by the Supplier / responsible partner of the group of Suppliers to sign the Tender	CEO +36
Tiekėjo / Tiekėjų grupės atsakingo partnerio įgalioto asmens laimėjimo atveju pasirašančio Sutartį vardas, pavardė, pareigos		Name, surname and the position of the person authorized by the Supplier / Supplier group to sign the Contract if the Supplier wins the Procurement	CEO
Tiekėjo / Tiekėjų grupės atsakingo partnerio laimėjimo atveju už Sutarties vykdymą paskirto atsakingo asmens vardas, pavardė, pareigos, telefono numeris, el. paštas		Name, surname, the position, telephone No. and e-mail of the person responsible for the implementation of the Contract appointed by a Supplier / responsible partner of the Supplier group	Head of Delivery +36
1.	<b>SUTIKIMAS SU PIRKIMO SĄLYGOMIS</b>		<b>AGREEMENT TO THE PROCUREMENT CONDITIONS</b>
1.1.	Su Pasiūlymu pažymime, kad pateikdami savo Pasiūlymą, sutinkame su PJ ir Pirkimo sąlygose nustatytomis Pirkimo procedūromis.		With this Tender, we acknowledge that by submitting our Tender, we agree with the further Procurement procedures set forth in LP and the Procurement conditions.
1.2.	Patvirtiname, kad atidžiai perskaitėme visus Pirkimo sąlygų, taip pat Techninės specifikacijos reikalavimus, mūsų Pasiūlymas juos visiškai atitinka ir įsipareigojame jų laikytis vykdydami Sutartį. Taip pat įsipareigojame laikytis ir kitų Lietuvos Respublikoje galiojančių ir Pirkimo objektui bei Sutarčiai taikomų teisės aktų reikalavimų.		We confirm that we have carefully read all the requirements of the Procurement conditions, as well as the Technical Specification, our Tender fully complies with them and we undertake to comply with them in the performance of the Contract. We also undertake to comply with the requirements of other legal acts in force in the Republic of Lithuania and applicable to the Object of Procurement and the Contract.
1.3.	Teikdami Pasiūlymą patvirtiname, kad visos siūlomos prekės (naudojamos medžiagos, įranga) nepriklausomai ar naudojamos darbų atlikimui ar paslaugų suteikimui, atitiks Perkančiojo subjekto nurodytus reikalavimus, ir nebus importuotos iš šalių, ar jų dalių, teritorijų		By submitting the Tender we confirm that all the goods (materials used, equipment) offered, whether independently or used for the execution of works or the provision of services, will meet the requirements the Contracting Entity and will not be imported from the countries or their parts,

	(specialaus statuso zonų), iš kurių tokių tiekiamų prekių (naudojamų medžiagų, įrangos) importas yra draudžiamas pagal Jungtinių Tautų saugumo tarybos sprendimus arba kurioms taikomos Jungtinių Amerikos Valstijų, Europos Sąjungos ribojamosios priemonės (sankcijos) ar kitų tarptautinių organizacijų, kurių narė yra arba kuriose dalyvauja Lietuvos Respublika, tarptautinės sankcijos. Perkančiajam subjektui raštu pareikalavus, per jo nurodytą terminą bus pateikti dokumentai, patvirtinantys prekių (naudojamų medžiagų, įrangos) kilmės šalį ir gamintoją ir jo akcininkus.	territories (special status zones), from which imports of such supplied goods (materials used, equipment) are prohibited by decisions of the United Nations Security Council or in the case of restrictive measures (sanctions) by the United States, the European Union or international sanctions of other international organizations, the member or participant of which is the Republic of Lithuania. Upon written request of the Contracting Entity, documents confirming the country of origin of the goods (materials used, equipment), the manufacturer and its shareholders will be submitted within the deadline specified by the Contracting Entity.
1.4.	Užtikrinu, kad mano atstovaujamas Tiekėjas/ Tiekėjų grupės nariai ir jo pasitelkiami Subtiekiejai bei Ūkio subjektai, kurių pajėgumais remiamasi, bus susipažinę su 2022 m. lapkričio 25 d. EPSO-G valdybos patvirtintu EPSO-G įmonių grupės tiekėjų etikos kodeksu <sup>1</sup> ir 2023 m. birželio 29 d. EPSO-G valdybos patvirtinta EPSO-G įmonių grupės antikorupcinės veiklos politika <sup>2</sup> prieš vykdydami Sutartį.	I undertake to ensure that the Supplier/members of the Supplier Group represented by me and the Sub-Suppliers, and Economic entities whose capacity is relied on, are familiar with the EPSO-G Company Group's Supplier Code of Conduct <sup>3</sup> approved by the EPSO-G board on 25 <sup>th</sup> of November, 2022 and the EPSO-G Company Group Anti-Corruption Policy <sup>4</sup> approved by the EPSO-G board on 29 <sup>th</sup> of June, 2023 before engaging in the execution of the Contract.
1.5.	Patvirtinu, kad teikiant Pasiūlymą nėra nei vienos iš šių sąlygų:	I confirm that none of the following conditions apply when submitting the Tender:
1.5.1.	Tiekėjas, jo Subtiekiejas, Tiekėjų grupės nariai, Ūkio subjektai, kurių pajėgumais remiamasi, ar juos kontroliuojantys asmenys yra juridiniai asmenys, registruoti VPĮ 92 straipsnio 15 dalyje numatyta sąraše nurodytose valstybėse ar teritorijose <sup>5</sup> ;	The Supplier, its Sub-supplier, the members of the Supplier group, Economic entities whose capacity is relied on, or the persons controlling them are legal entities registered in the countries or territories <sup>6</sup> listed in Article 92 (15) of the LPP;
1.5.2.	Tiekėjas, jo Subtiekiejas, Tiekėjų grupės nariai, Ūkio subjektas, kurio pajėgumais remiamasi, ar juos kontroliuojantys asmenys yra fiziniai asmenys, nuolat gyvenantys VPĮ 92 straipsnio 15 dalyje numatyta sąraše nurodytose valstybėse ar teritorijose arba turintys šių valstybių pilietybę;	The Supplier, its Sub-supplier, the members of the Supplier group, Economic entity whose capacity is relied on, or the persons controlling them are natural persons residing in the countries or territories listed in Article 92 (15) of the LPP or having the citizenship of these countries;

<sup>1</sup> Skelbiama Epso-G įmonių grupės tinklalapyje adresu: <https://www.epsog.lt/uploads/documents/files/Politikos/2022-11-25%20Tiekej%20etikos%20kodeksas.pdf>

<sup>2</sup> Skelbiama Epso-G įmonių grupės tinklalapyje adresu: <https://www.epsog.lt/uploads/documents/files/Politikos/Antikorupcines%20veiklos%20politika.pdf>

<sup>3</sup> Published on the website of the Epso-G group of companies at: <https://www.epsog.lt/uploads/documents/files/EPSo-G%20Supplier%20Code%20of%20Conduct%202022%2011%2025.pdf>

<sup>4</sup> Published on the website of the Epso-G group of companies at: [https://www.epsog.lt/uploads/documents/files/Politikos/Antikorupcines%20veiklos%20politika%20\\_ENG\\_2023.pdf](https://www.epsog.lt/uploads/documents/files/Politikos/Antikorupcines%20veiklos%20politika%20_ENG_2023.pdf)

<sup>5</sup> Rusijos Federacija; Baltarusijos Respublika; Rusijos Federacijos aneksuotas Krymas; Moldovos Respublikos Vyriausybės nekontroliuojama Padniestrės teritorija; Sakartvelo Vyriausybės nekontroliuojamos Abchazijos ir Pietų Osetijos teritorijos.

<sup>6</sup> Russian Federation; The Republic of Belarus; Crimea annexed by the Russian Federation; The territory of Transnistria not controlled by the Government of the Republic of Moldova; The territories of Abkhazia and South Ossetia which are not under the control of the Sakartveli Government.

1.5.3.	prekių kilmė yra ar paslaugos teikiamos iš VPĮ 92 straipsnio 15 dalyje numatyta sąraše nurodytų valstybių ar teritorijų;	the goods originate or the services are provided from countries or territories included in the list provided for in Article 92 (15) of the LPP;
1.5.4.	Lietuvos Respublikos Vyriausybė, vadovaudamasi Nacionaliniam saugumui užtikrinti svarbių objektų apsaugos įstatyme įtvirtintais kriterijais, yra priėmusi sprendimą, patvirtinantį, kad šios dalies 1.5.1 ir 1.5.2 punktuose nurodyti subjektai ar su jais ketinamas sudaryti (sudarytas) sandoris neatitinka nacionalinio saugumo interesų.	The Government of the Republic of Lithuania, in accordance with the criteria established in the Law on the Protection of Objects Important for Ensuring National Security, has adopted a decision confirming that the entities specified in Clauses 1.5.1. and / or 1.5.2. of the GPC do not meet national security interests;
1.6.	Patvirtinu, kad mano atstovaujamo Tiekėjo sudėtyje nėra Rusijos dalyvavimo, viršijančio 2014 m. liepos 31 d. Tarybos reglamento (ES) Nr. 833/2014 dėl ribojamųjų priemonių atsižvelgiant į Rusijos veiksmus, kuriais destabilizuojama padėtis Ukrainoje, su pakeitimais, padarytais 2022 m. balandžio 8 d. Tarybos reglamentu (ES) Nr. 2022/576, 5k straipsnyje nustatytas ribas. Visų pirma patvirtinu, kad:	I declare under honour that there is no Russian involvement in the contract of the company I represent exceeding the limits set in Article 5k of Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, as amended by Council Regulation (EU) No 2022/578 of 8 April 2022. In particular I declare that:
a)	mano atstovaujamas Tiekėjas (ir nė vienas iš Tiekėjų grupės narių) nėra Rusijos pilietis arba Rusijoje įsisteigęs fizinis ar juridinis asmuo, subjektas ar įstaiga;	the Supplier I represent (and none of the companies which are members of our consortium) is not a Russian national, or a natural or legal person, entity or body established in Russia;
b)	mano atstovaujamas Tiekėjas (ir nė vienas iš Tiekėjų grupės narių) nėra juridinis asmuo, subjektas ar įstaiga, kurio nuosavybės teisės tiesiogiai ar netiesiogiai daugiau kaip 50 % priklauso Pasiūlymo 1.6. punkto a) papunktyje nurodytam subjektui;	the Supplier I represent (and none of the companies which are members of our consortium) is not a legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50 % by an entity referred to in Tender's section 1.6. point (a) of this paragraph;
c)	nei aš, nei mano atstovaujama bendrovė nėra fizinis ar juridinis asmuo, subjektas ar įstaiga, veikianti Pasiūlymo 1.6. punkto a) arba b) papunktyje nurodyto subjekto vardu ar jo nurodymu;	neither I nor the company represent is a natural or legal person, entity or body act on behalf or at the direction of an entity referred to in Tender's section 1.6. point (a) or (b) above,
d)	Pasiūlymo 1.6. punkto a)-c) papunkčiuose išvardyti subjektai nedalyvauja Subtiekėjais, tiekėjais ar Ūkio subjektais, kurių pajėgumais remiamasi, tais atvejais, kai jiems tenka daugiau kaip 10 % Sutarties vertės.	there is no participation of over 10 % of the contract value of subcontractors, suppliers or economic operators whose capacities are relied on by entities listed in Tender's section 1.6. points (a) to (c).
1.7.	Patvirtinu, kad Tiekėjui, Subtiekėjams, kuriuos esu pasitelkęs ar pasitelksiu ateityje, Ūkio subjektams, kurių pajėgumais remiuosi ir (ar) remsiuosi, prekių gamintojams ar juos kontroliuojantiems juridiniams ir (ar) fiziniams asmenims netaikomos Jungtinių Tautų saugumo tarybos, Europos Sąjungos, kitų tarptautinių organizacijų, kurių narė yra arba kuriose dalyvauja Lietuvos Respublika ar Jungtinių Amerikos Valstijų sankcijos (ribojamosios priemonės).	I declare under honour that the supplier, sub-suppliers whom I have invoked or will invoke in the future, economic operators whose capabilities I rely on and/or will rely on, manufacturers of goods, or the legal or natural persons who control them are not subject to international sanctions (restrictive measures) implemented by the United Nations Security Council, the European Union, other international organizations of which the Republic of Lithuania is a member or participant, or by the United States of America. The

		controlling person is understood as defined in the Competition Law of the Republic of Lithuania.
1.8.	Deklaruojamoms aplinkybėms pasikeitus, įsipareigoju nedelsiant apie tai informuoti Perkantįjį subjektą.	If the declared circumstances change, I undertake to inform the Contracting Entity immediately.
1.9.	Tiekėjas už pateiktos informacijos teisingumą atsako įstatymų nustatyta tvarka.	The Supplier shall be liable for the accuracy of the information provided in accordance with the procedures established by law.
2.	<b>PASIŪLYMO KAINA</b>	<b>TENDER PRICE</b>
2.1.	Pasiūlymo kaina nurodoma eurai.	Tender price to be indicated in EUR.
2.2.	Pasiūlymo kaina nurodoma užpildant pateiktą lentelę:	Tender price to be indicated by completing the below provided table:

Eil. Nr. / No.	Pirkimo objektas / Object of the Procurement	Matavimo vienetai / Measurement units	Maksimalus kiekis Paslaugų teikimo laikotarpiu <sup>7</sup> / Maximum amount During Service provision period <sup>8</sup>	Įkainis, Eur be PVM / Rate in EUR, excluding VAT*	Kaina, Eur be PVM <sup>9</sup> / Price in EUR, excluding VAT <sup>10</sup>
1.	AMBERFLOWS informacinės sistemos palaikymo paslaugos/ Technical support service for the Gas transmission services information system AMBERFLOWS	Mėnuo / month	36	7,500.00 EUR/month	270,000.00 EUR
Pasiūlymo kaina, Eur be PVM <sup>11</sup> / Total Tender price in EUR, excluding VAT <sup>12</sup>					270,000.00 EUR
PVM / VAT, Eur**					0.00 EUR
Pasiūlymo kaina, Eur su PVM <sup>13</sup> / Total Tender price in EUR, including VAT <sup>14</sup>					270,000.00 EUR

\* Įkainiai turi būti pateikiami ne daugiau kaip dviejų skaičių po kablelio tikslumu. / The rates are to be submitted at the preciseness of not more than two digits after the comma.

\*\*Jeigu taikomas 0 proc. ar lengvatinis PVM dydžio tarifas, prašome nurodyti, kuo vadovaujantis taikomas toks PVM dydžio tarifas: / In case a VAT of 0 percent or a concession on VAT is applied, please indicate, based on what grounds the respectful VAT rate is applied: **VAT-free supply of goods to another EU Member State (VAT Act No 89)"**.

<sup>7</sup> Nurodytas maksimalus Pirkimo objekto kiekis. Perkantysis subjektas neįsipareigoja nupirkti viso nurodyto kiekio.

<sup>8</sup> The maximum amount of Procurement object is indicated. The Contracting Entity does not undertake the liability to purchase the whole indicated amount.

<sup>9</sup> Kaina Eur be PVM apskaičiuojama padauginant įkainį Eur be PVM iš nurodyto maksimalaus kiekio.

<sup>10</sup> The price in EUR excluding VAT is calculated by multiplying the rate in EUR excluding VAT with the indicated maximum amount.

<sup>11</sup> Tai nėra Perkančiojo subjekto įsipareigojimas Laimėjusiam Tiekėjui sumokėti nurodytą sumą Sutarties galiojimo laikotarpiu ir bus naudojama tik Pasiūlymų vertinimui ir palyginimui. Laimėjusiam Tiekėjui bus sumokama tik už faktišką kiekį.

<sup>12</sup> This is not the Contracting entity's obligation to pay the specified amount to the Winning Supplier during the term of the Contract and will be used only for the evaluation and comparison of the Tenders. The winning Supplier will be paid for the actual acquired quantity only. The Tender price in EUR excl. VAT will be used only for the purpose of evaluation and comparison of the Tenders (to confirm the Tender ranking and select the winning Supplier).

<sup>13</sup> Pasiūlymo kaina Eur su PVM turi apimti visas išlaidas, visus mokesčius ir apmokestinimus, mokėtinus pagal galiojančius Lietuvos Respublikos įstatymus.

Jei Tiekėjas nėra PVM mokėtojas arba paslaugos yra neapmokestinamos PVM pagal Lietuvos Respublikos pridėtinės vertės mokesčio įstatymą, grafoje „PVM“ rašoma – 0, o grafoje „Pasiūlymo kaina Eur su PVM“ įrašoma ta pati suma kaip ir grafoje „Pasiūlymo kaina Eur be PVM“. **Jei Tiekėjas nėra PVM mokėtojas arba paslaugoms nėra taikomas PVM arba taikomas lengvatinis PVM, Tiekėjas turi nurodyti PVM netaikymo ar lengvatinio PVM taikymo pagrindimą.**

<sup>14</sup> The price of the Tender in EUR including VAT must encompass all the costs, all taxes and rates, payable in accordance with the valid laws of the Republic of Lithuania.

In case the Supplier is not a VAT payer or the services are not subject to VAT in accordance with the Law on Value Added Tax of the Republic of Lithuania, 0 is written in the column "VAT", while in the column "Tender price in EUR including VAT" the same sum as listed under the column "Tender price in EUR not including VAT" shall be indicated. **In case the Supplier is not a VAT payer or services are not subject to VAT or a VAT concession is applicable, the Supplier shall be liable to indicate the grounds for exemption of VAT application or a VAT concession.**

3.	<b>PASIŪLYMO GALIOJIMO TERMINAS</b>	<b>TENDER VALIDITY TERM</b>
3.1.	Pasiūlymas galioja 3 mėnesius nuo <b>Pasiūlymo</b> pateikimo termino pabaigos.	The Tender is valid for 3 months since the final deadline for submission of the <b>Tender</b> .
4.	<b>KONFIDENCIALI INFORMACIJA</b>	<b>CONFIDENTIAL INFORMATION</b>
4.1.	Visas Tiekėjo Pasiūlymas negali būti laikomas konfidencialia informacija <sup>15</sup> , tačiau Tiekėjas gali nurodyti, kad tam tikra jo Pasiūlyme pateikta informacija yra konfidenciali atitinkamus dokumentus arba informaciją pažymėdamas žyma „KONFIDENCIALU“. Bet koku atveju, visą Pasiūlymo konfidencialią informaciją Perkančiojo subjekto prašymu privalės nurodyti <u>galimas laimėtojas/laimėtojas</u> užpildant SPS 6 priedą „Konfidenciali informacija“ ir pateikti šios informacijos konfidencialumą pagrindžiančius dokumentus. Nepateikus prašomos informacijos ar konfidencialumo pagrindimo, bus laikoma, kad visa Pasiūlymą <sup>16</sup> sudaranti informacija nėra konfidenciali, išskyrus informaciją, kurios atskleidimas negalimas pagal Asmens duomenų teisinės apsaugos įstatymą.	The entire Tender of the Supplier may not be considered confidential <sup>17</sup> , but the Supplier may indicate that certain information provided in the Tender is confidential by marking the respective documents or information as “CONFIDENTIAL”. In any case, all Confidential information of the Tender must be provided <u>by the potential winner / winner</u> at the request of the Contracting Entity by completing Annex No. 6 of the SPC “Confidential Information” and providing documentation justifying the confidentiality of this information. Failure to provide the requested information or confidentiality justification will result in all information constituting the Tender <sup>18</sup> being considered non-confidential, except for information the disclosure of which is not permitted under the Law on the Legal Protection of Personal Data.

<sup>15</sup> Vadovaujantis Pl 32 straipsnio 2 dalimi, konfidencialia negalima laikyti informacijos:

1) jeigu tai pažeistų įstatymų, nustatančių informacijos atskleidimo ar teisės gauti informaciją reikalavimus, ir šių įstatymų įgyvendinamųjų teisės aktų nuostatas;

2) jeigu tai pažeistų Pl 46 ir 68 straipsniuose ir 94 straipsnio 9 dalyje nustatytus reikalavimus dėl paskelbimo apie sudarytą pirkimo sutartį, kandidatų ir dalyvių informavimo, laimėjusio dalyvio pasiūlymo, sudarytos pirkimo sutarties, preliminariosios sutarties ir šių sutarčių pakeitimų paskelbimo, įskaitant informaciją apie pasiūlyme nurodytą prekių, paslaugų ar darbų kainą, išskyrus jos sudedamąsias dalis;

3) pateiktos tiekėjų pašalinimo pagrindų nebuvimą, atitiktį kvalifikacijos reikalavimams, kokybės vadybos sistemos ir aplinkos apsaugos vadybos sistemos standartams patvirtinančiuose dokumentuose, išskyrus informaciją, kurią atskleidus būtų pažeisti tiekėjo įsipareigojimai pagal su trečiaisiais asmenimis sudarytas sutartis, – tuo atveju, kai ši informacija reikalinga tiekėjui jo teisėtiems interesams ginti;

4) informacijos apie pasiteltus ūkio subjektus, kurių pajėgumais remiasi tiekėjas, ir subtiektus – tuo atveju, kai ši informacija reikalinga tiekėjui jo teisėtiems interesams ginti.

<sup>16</sup> **Pasiūlymas** – pagal Perkančiojo subjekto nustatytas Sąlygas bei terminus Tiekėjo raštu pateikiamų dokumentų ir duomenų visuma, kuria siūloma tiekti prekes, teikti paslaugas ar atlikti darbus.

<sup>17</sup> Pursuant to Article 32 (2) of the LP, the information cannot be considered confidential<sup>17</sup>:

1) if that would violate the provisions of the laws establishing the requirements for disclosure of information or the right to receive information, and the legal acts implementing these laws;

2) if that would violate the requirements set out in Articles 46 and 68 and Article 94 (9) of LP regarding the announcement of the concluded procurement contract, informing of candidates and tenderers, publication of the tender of the Successful Tenderer, concluded contract, draft contract and amendments to these contracts, including information on the price of the goods, services or works specified in the tender, except for its components;

3) provided in the documents certifying the absence of grounds for exclusion of suppliers, compliance with the qualification requirements, quality management system and environmental management system standards, except for information the disclosure of which would violate the obligations of the supplier under contracts concluded with third parties, in so far as this information is necessary for the protection of the supplier's legitimate interests;

4) information on the economic operators whose capacities are relied on by the Supplier and subcontractors, in so far as this information is necessary for the Supplier to protect its legitimate interests.

<sup>18</sup> **Tender** - a set of documents and data submitted by the Supplier in writing in accordance with the Terms and Conditions set by the Contracting Entity, by which it is proposed to supply goods, provide services or perform works.

	Perkantysis subjektas negali tretiesiems asmenims atskleisti iš tiekėjų gautos informacijos, kurią jie nurodė kaip konfidencialią, išskyrus atvejus, kai Pasiūlymo informacija negali būti konfidenciali kaip nurodyta šios Pasiūlymo formos 4.2. punkte arba kai Tiekėjas buvo paprašytas pagrįsti Pasiūlymo informacijos konfidencialumą ir per Perkančiojo subjekto nustatytą terminą to nepadarė.	The Contracting Entity may not disclose to third parties the information received from the suppliers, which they have indicated as confidential except for cases where the information of the Tender cannot be confidential as indicated in point 4.2. of this Tender form or when the Supplier was requested to provide justification for the confidentiality of the information in the Tender and did not do so within the deadline set by the Contracting Entity.
4.2.	Mums žinoma, kad <b><u>Lentelėje Nr. 1 nurodyta Pasiūlyme pateikiama informacija negali būti konfidenciali ir pirkimo laimėjimo atveju privalo būti viešinama</u></b> vadovaujantis viešuosius pirkimus reglamentuojančių teisės aktų nuostatomis ir Viešųjų pirkimų tarnybos <sup>19</sup> (toliau – VPT) bei teismų formuojama praktika.	We know that in <b><u>the information indicated in the Table no. 1 and provided in the Tender cannot be confidential and must be made public</u></b> in case of winning the Procurement in accordance with the provisions of the legal acts regulating public procurement and the practice established by the Public Procurement Office <sup>20</sup> (hereinafter - PPO) and courts.

Lentelė Nr. 1 / Table No. 1

Eil. Nr. / No.	Su Paraiška/Pasiūlymu pateikiama informacija	Information provided in the Application / Tender	Viešinimo pagrindas	Grounds for publicity
1.	Užpildyta Paraiškos/Pasiūlymo forma	Filled in form of the Application / Tender	<b>Viešinama</b> vadovaujantis PĮ 32 straipsnio 2 dalimi, išskyrus informaciją, kurios atskleidimas negalimas pagal Asmens duomenų teisinės apsaugos įstatymą.	<b>Information will be published</b> in accordance with Article 32 (2) of the LP, except for information which cannot be published under the Law on the Legal Protection of Personal Data.
2.	Informacija apie ūkio subjektus, kurių pajėgumais remiamasi, subtiekęs ir kvazisubtiekęs	Information about the Economic operators whose capacities will be relied on, Sub-suppliers and Quasi sub-suppliers	<b>Viešinama</b> vadovaujantis PĮ 32 straipsnio 2 dalimi, išskyrus informaciją, kurios atskleidimas negalimas pagal Asmens duomenų teisinės apsaugos įstatymą.	<b>Information will be published</b> in accordance with Article 32 (2) of the LP, except for information which cannot be published under the Law on the Legal Protection of Personal Data.
3.	Tiekėjo EBVPD ir pagrindžiantys dokumentai	Supplier's ESPD and supporting documents	<b>Viešinama</b> vadovaujantis PĮ 32 straipsnio 2 dalimi, VPT ir teismų formuojama praktika, kad tiekėjo duomenys apie pašalinimo pagrindų buvimą/nebuvimą, kvalifikaciniai duomenys, kuriais tiekėjas remiasi	<b>Information will be published</b> in accordance with Article 32 (2) of the LP, PPO and case law, that states that the Supplier's data on the existence / absence of grounds for exclusion, the qualification

<sup>19</sup>Daugiau apie konfidencialumą viešuosiuose pirkimuose VPT parengtoje metodikoje: [http://vpt.lrv.lt/uploads/vpt/documents/files/mp/konfidenciali\\_informacija.pdf](http://vpt.lrv.lt/uploads/vpt/documents/files/mp/konfidenciali_informacija.pdf)

<sup>20</sup> You may find more on confidentiality in public procurement in information prepared in Lithuanian language by Public Procurement office:

[http://vpt.lrv.lt/uploads/vpt/documents/files/mp/konfidenciali\\_informacija.pdf](http://vpt.lrv.lt/uploads/vpt/documents/files/mp/konfidenciali_informacija.pdf)

			siekdamas laimėti viešąjį pirkimą, negali būti laikomi konfidencialia informacija, išskyrus tokius kvalifikaciją pagrindžiančius dokumentus, kuriuos atskleidus būtų pažeisti tiekėjo įsipareigojimai pagal su trečiaisiais asmenimis sudarytas sutartis (PJ 32 str. 2 d. 3 p.) arba informacijos atskleidimas negalimas pagal Asmens duomenų teisinės apsaugos įstatymą.	data on which the supplier relies on in order to win the public procurement, cannot be considered confidential, except for such qualification documents, the disclosure of which would violate the Supplier's obligations under contracts with third parties (Article 32 (2) point 3 the LP) or disclosure of information is not possible under the Law on the Legal Protection of Personal Data.
4.	Prekių, paslaugų ar darbų kaina/įkainiai	Price / rates of goods, services or works	<b>Viešinama</b> vadovaujantis PJ 32 straipsnio 2 dalimi, VPT ir teismų formuojama praktika, išskyrus įkainių sudedamąsias dalis.	<b>Information will be published</b> in accordance with Article 32 (2) of the LP, PPO and case law, except for the components of the price rates.
5.	Atitikties Techninės specifikacijos reikalavimams lentelė	Table of compliance with the requirements of the Technical Specification	<b>Viešinama</b> vadovaujantis PJ 32 straipsnio 2 dalimi, VPT ir teismų formuojama praktika.	<b>Information will be published</b> in accordance with Article 32 (2) of the LP, PPO and case law.

4.3.	Pasirašydamas šį Pasiūlymą, tvirtintu visų kartu su Pasiūlymu pateikiamų dokumentų tikrumą.	By signing this Tender, I certify the authenticity of all documents submitted with the Tender.
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