

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 , 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, 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) **"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 favorable 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 materialized 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): 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. 1026423.
- 1.2.4 Method of calculation of the contract price: a fixed hourly rate.
- 1.2.5 The contract value is 936.000,00 EUR exclusive of VAT (Nine Hundred Thirty-Six Thousand Euros) excluding VAT).
- 1.2.6 Duration of the Services: 36 months or until the contract value is exhausted. Duration of quality warranty for all components of the development services: 12 months (clause 10 of technical specification).
- 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 a 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 email, 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: Lead of Information Systems Group

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: , CEO

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 The Seller shall perform this Contract at its own risk and expense in accordance with the generally accepted professional and technical standards and practices, using all necessary skill and knowledge.
- 1.4.2 The Purchaser undertakes to define its requirements as precisely as possible by providing business case scenarios, acceptance criteria's to be used by system users.
- 1.4.3 The Purchaser shall have the right to inspect and evaluate the provision of the Services. At the Purchaser's request, the Seller shall provide all information and documentation as may be necessary to prove the progress and results of this Contract and compliance with the requirements set out here.
- 1.4.4 The Seller with the written consent of Purchaser may assess the satisfaction and functional needs of internal and external key users in the form of a questionnaire or interview.

- 1.4.5 The Seller shall undertake to remedy any deficiencies which are discovered in the course of performance of the Work Order(s) and inform the Purchaser of any circumstances which affect or may affect proper performance of the Work Order(s) without undue delay. The time limit for remedying s deficiencies shall not constitute grounds for extension of the time limits, set out in the Work Order(s) and shall not exclude the Purchaser's right to exercise its contractual rights related to improper and untimely performance of this Contract. In case the Purchaser testing takes more time than expected, the time limits of the Work order(s) and remedy time of deficiencies are extended. Seller and Purchaser should agree on new timelines in a good manner
- 1.4.6 Each Party shall respond to an enquiry from the other Party immediately but no later than 3 (three) working days from the date of receipt unless a later date is specified in the very enquiry. The Parties may respond within a longer time limit if such time is objectively necessary, and the obliged Party shall inform the other Party stating the reasons therefor.
- 1.4.7 The Services will be provided based on Work Orders signed by the Purchaser and the Seller.
- 1.4.8 A Work Order may be amended and cancelled upon mutual agreement between the representatives of the Parties.
- 1.4.9 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 shall ensure that the Seller and the persons performing its contractual obligations have all licenses, 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.

1.6 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 5 (five) 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 Services

- 1.7.1 The Seller shall ensure that at the time of transfer and acceptance of the Services (the result thereof) and at any time thereafter (for the entire quality warranty period) the Services shall comply with the requirements set out in the Work Order under which such Services were provided.
- 1.7.2 The Seller shall provide all documentation explicitly listed in the Work Order necessary for the assessment of conformity of the Service with the requirements of the provisions of this Contract and proper use and maintenance of the Service result.

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, organize 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 inhouse 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 10 working days if not 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 period of time 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 Acceptance Certificate Form 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 in the ticketing system that the Deliverable have been transferred to the production environment.
- 1.8.2 If the Seller has delivered all Services specified in a given Work Order and has fulfilled the requirements set out in clauses 1.8.1.1-1.8.1.7. of this Contract (unless both Parties agreed that Deliverable should be transferred to production environment later than 10 working days from the date when Certificate was received), and presented Work Acceptance certificate for signing, but the Purchaser has not signed Work Acceptance Certificate within 10 working days from the date when

Certificate was received and has not provided claim of Deliverable results, then on the next working day after due day the Seller can invoice Purchaser for the Deliverable.

- 1.8.3 The Purchaser shall notify the Seller of any obvious deficiencies in the quality of Services which can be examined at the time of transfer and acceptance in writing and shall not accept such Services (or the part thereof found to be defective) until such deficiencies are remedied.

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 Work Orders, 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, training of the Purchaser's personnel, consultancy, detailed specification, and all taxes and charges payable and necessary for provision of the 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 aforementioned 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 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 the 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 115,2537, 2024K3

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 " α " 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 10th 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 Acceptance.

2.2.2 The Purchaser shall pay the Seller's invoice(s) submitted in accordance with the Contract within 30 (

2.2.3 The Purchaser shall have the right to retain and deduct the amount payable to the Seller in cases specified in the provisions 3.1.4. and 3.1.6. of 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 Seller in writing under a given Work Order and for damages acknowledged by the Seller in writing under the general obligations under the Contract (such as confidentiality, personal data protection, other obligations, set out in this Contract) 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 (a) solely delays the transfer of a Deliverable (fails to comply with the terms agreed in
- 3.1.3 The Seller shall be deemed to be in delay in transferring the Deliverable if is not transferred to the Purchaser's test environment as stated in clause 1.8.1.3 of this Contract within the deadline specified in the associated Work Order.
- 3.1.4 If the Seller fails to perform its contractual obligations under a Work Order which are subject to penalty payment, and fails to remedy such breach within 7 (seven) days from receipt of written notice, the Purchaser by giving written notice to the Seller and without requiring the Seller's consent shall be entitled to:
- 3.1.4.1 deduct any amounts payable by the Purchaser to the Seller for the provided Services by the amount of the penalties.
- 3.1.4.2 terminate the Work Order if the amount of penalties paid by the Seller exceeds per cent of the Price of the given Work Order.
- 3.1.5 The grace period- mentioned in clause 3.1.4. of this Contract, is not applicable for delays eliminating deficiencies in time and transferring the Deliverable to the production environment (see item (b) and (c) of clause 3.1.2 of this Contract).
- 3.1.6 If the Seller fails to fulfil its obligations under the Work Order, 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 the amounts payable to the Seller under the relevant Work Order. If the Seller fails to properly perform its quality warranty obligations under Technical Specification clause 10, or the Contract is terminated through the fault of the Seller, or the Seller breaches the general Contract obligations (such as confidentiality, personal data protection, other obligations, set out in this Contract), the Purchaser shall be entitled to retain and deduct the accrued 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 After Deliverables transfer to production environment Seller is not liable for damages which could be suffered by Purchaser's clients and by the Purchaser if such damages were claimed by the Purchaser's clients.
- 3.2.2 The Parties' liability for damages shall be limited to the amount of the Work Order which gave rise to the liability.
- 3.2.3 The Parties' liability for damages arising out of breaches of confidentiality, personal data, and intellectual property rights obligations shall not be limited.
- 3.2.4 The Parties' liability for assignment (Clause 5.8.1.), Origin Requirements (Clause 1.4.9.), Subcontracting (Clause 1.6.) is the aggregated amount of completed and on-going Work orders under this Contract.
- 3.2.5 The total amount of penalties imposed on the Seller under a given Work Order shall be limited to an amount equal to per cent of the Price of such Work Order, except for penalties in clause 5.3.6 (for non-compliance with confidentiality) and clause 4.2.4 (in case the Contract is terminated).
- 3.2.6 The provisions of this Contract concerning limitation of liability do not apply to damage caused intentionally or through gross negligence.

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, provided that 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 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 25 (twenty-five) 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 it is apparent that the Services materially do not comply with the specifications set out in the applicable Work Order and such non-compliance cannot be rectified in accordance with this Contract and the applicable legislation or if rectification would be possible, such rectification would take more than twice as longer than the original deadline.
 - 4.2.2.11 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.
 - 4.2.2.12 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 Work Orders without the given subcontractor.
 - 4.2.2.13 a Party is in breach of the provisions of this Contract relating to competition, intellectual property, or the management of confidential information.
 - 4.2.2.14 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.
 - 4.2.2.15 if the circumstances, set out in the Terms and Conditions of the Procurement, the Annexes to the Contract, with regard to Origin Requirements, arise. In the event that 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 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 per cent of the Price of the ongoing Work Orders (Services are started but not finished) but not less than EUR Penalties for late performance of Services / provisions of Deliverables 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 provision of the Services set out in the applicable Work Order may be extended in 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 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 Services, then the time limit for provision of the Services shall be extended for as long as the above circumstances exist. Any extension of the time limit for provision of the 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 applicable Work Order signed by the Purchaser and the Seller, including its amendments and annexes.
 - 4.3.4.2 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 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 Intellectual Property

- 5.2.1 Terms of non-exclusive license:
 - 5.2.1.1 Payments:
 - a) At the time of issuing the Acceptance Certificate and issuing the Invoice for a given Deliverable, the Purchaser shall have a limited right to use such Deliverable during the invoice payment period or for as long as both Parties mutually agreed in a written form.
 - b) The Seller shall ensure that upon payment of the relevant fees in full for a given Deliverable (unless the payment should be less because of deducted penalties, damages acknowledged by the Seller in writing), the Purchaser shall have the right to use, at its sole discretion, freely (both in time and territory) and without payment of any additional

remuneration such Deliverable transferred to production environment under the given Work Order for the purposes which they were intended.

c) If Parties do not agree according to clause 5.2.1.1 a) and payment is not received in due time in accordance with clauses 2.2.2 and 2.2.3 of the Contract, the Seller has the right to revoke the user rights as described above in this clause by giving 15 (fifteen) days' written notice to the Purchaser.

5.2.1.2 The Parties shall agree that for any results of the Seller's Services for the integral parts of the "Amberflows" Information System (or those of its employees and subcontractors) that have been prepared or created using and/or based on materials, documentation, information, etc. provided by the Purchaser (the "Results"), the Purchaser shall be granted a non-exclusive license from the time of creation thereof. Such license includes, but is not limited to, the right to [1] reproduce the Work in any form or manner for internal use, but cannot be provided for third parties; [2] publish the Work; [3] translate the Work; [4] publicly display the original or copies of the Work; [5] perform the Work publicly by any means or means; [6] broadcast, retransmit or otherwise make the Work publicly available (including by making it available to the public on computer networks (the Internet)), without the consent of the Seller, its employees or any third party engaged in performance of this Contract.

5.2.1.3 To ensure proper compliance with the provisions of this clause, the Parties shall undertake to enter necessary contracts with its designated employees, subcontractors and any third parties. The Purchaser shall invite the Seller in all disputes about intellectual properties related to the Work(s) giving sole control to the Seller to defend its position. The Seller shall also undertake to indemnify the Purchaser against any claims by third parties finally judged by a court in respect of the use of the intellectual property objects by the Purchaser without prejudice to the terms and conditions of the Contract.

5.2.1.4 Seller retains all rights to the source code created for the preparation of such Work, except as provided for in Agreement No. 472788 of 15th June 2020.

5.2.2 Intellectual property for individual orders:

5.2.2.1 For all newly created systems that are not an integral part of the Amberflows Information Microservices System but exchange data with the Amberflows Information System, the Seller agrees to transfer (with additional payment) all property rights (including intellectual property rights), disposal rights, and source code to the Purchaser, the mentioned rights considering as the joint property of the Purchaser and the Seller, with equal ownership shares. The Purchaser shall have the right to use, modify, these new systems, engage other suppliers, without any restrictions.

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 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.
- 5.3.5 A Party shall immediately inform the other of any unauthorized use or disclosure of the Confidential Information that has occurred or is imminent.
- 5.3.6 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 and shall indemnify the other Party against any damage suffered or incurred by it.
- 5.3.7 Where the Confidential Information is in electronic form, the Parties shall:
- 5.3.7.1 ensure that all computer workstations on 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.
- 5.3.7.2 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.
- 5.3.7.3 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.
- 5.3.8 The Seller shall have the right to share the Purchaser's information with other companies in the Seller'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 Seller's regulatory and legal obligations; conflict checking; risk management and quality supervision; internal financial accounting, information technology and other administrative support services. The Seller shall ensure that other companies in Seller's corporate network and/or persons to whom Seller shall communicate information complied with the confidentiality obligations set forth in this Section, and Seller shall be directly responsible for any breach thereof.
- 5.3.9 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).
- 5.3.10 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.

- 5.3.11 The Parties acting as controllers of personal data shall process the personal data referred to in paragraph 5.3.9 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.
- 5.3.12 The personal data referred to in paragraph 5.3.9 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.
- 5.3.13 The Purchaser may provide the personal data referred to in paragraph 5.3.9 to the following recipients: the Group, data center and cloud computing service providers, software providers and maintainers of the software and competent public authorities.
- 5.3.14 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.
- 5.3.15 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.
- 5.3.16 A failure to comply with confidentiality and/or personal data protection obligations shall constitute a material breach of the Contract.
- 5.3.17 The points of chapter 5.3. are understood as mutual obligations from both Parties to each other's.

5.4 Conflict of Interest

- 5.4.1 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.
- 5.4.2 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.
- 5.4.3 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.

5.5 Language

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

5.6 Notices

- 5.6.1 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.

- 5.6.2 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.
- 5.6.3 Notices, requests, demands, invoices, deeds, and correspondence sent by the Parties shall indicate the number and date of this Contract.
- 5.6.4 All notices of the Parties not specifically provided for in this Contract shall be subject to a minimum period of 10 (ten) days.

5.7 Dispute Resolution

- 5.7.1 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.
- 5.7.2 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.

5.8 Assignment of Rights

- 5.8.1 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).

5.9 Waiver of Rights

- 5.9.1 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.

5.10 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: 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

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: +

Email: info@ambergrid.it

Commercial Director

Email:

CEO

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 preliminary quantity - 12000 hours. The Seller shall offer a price in EUR for the one hour of Work (-s) (Price= 78,00 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.

Characteristics 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, Gudeliu str. 49, Vilnius, Lithuania

It is also possible to perform tasks over the internet in virtual environment.

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.

The system consists of two subsystems: Self-Service Portal and Service Accounting Subsystem. External users connect to the Self-Service Portal using an Internet connection, they input, upload, update, and 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 natural gas transmission, balancing and other services invoices are generated in the Service Accounting System. The invoices are imported from the 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.

Purchase Object

System development Works (preliminary quantity - 12 000 hours) 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.

Modification of existing System software installed services, database, development of new services and additional system functionalities: publication of additional data through ENTSOE , REMIT and AMER GRID Open Data platforms, creation of additional parameters for data exchange with internal and external IS, changes to the version of EDIG@S messages, introduction of additional transmission services parameters, creation of online data reports, additional functions for settlement and invoicing and other requests to modify and/or develop functionalities submitted by Purchaser.

Development of new services and additional System functionalities: introduction of process for biogas transmission services, data exchange with the DSO for virtual green gas transport, changes related to the implementation of the forthcoming decarbonization package, possible changes to the Kiemėnai capacity allocation process by switching to an auction-based allocation process (or any other method to be coordinated with the regulator) etc.

Modification of System integration interfaces with external information systems due to the planned systems changes from third parties' side, changes to the process and mechanisms for allocating capacity through the Exchange.

More detailed technical conditions, scope and value of the object will be set out according to the needs and priorities of the Purchaser. A request for a specific function or product development to be provided in the Work order which should be prepared in compliance with the terms and conditions provided in this technical specification and the Contract for Sale and Purchase of Services.

Training – it takes place in the test environment. It consists of the delivered Work demonstration and support during acceptance testing – up to the agreed number of hours in the Work Order. On-line trainings can be organized. If the nature of the Work requires, additional training session can be held up to the defined number of hours in the Work Order. Parties can agree on a longer training session in advance, in a Work Order Form, that shall be part of the Work order for which hourly fees will be applied.

Updating System users' manual and other System documentation: after completing each Work, the Seller updates the user manual and other documentation related to the Work (if needed and as agreed in the Work order). The upgrade must be completed together with the installation of the Work in the test environment of the system, unless otherwise agreed with the Purchaser.

Consultation and providing possible solutions to achieve prescribed functionality: if various solutions can be used to achieve the prescribed functionality, performance, and other important properties of the Software (or other Work), the Seller must consult the Purchaser about the issue and the Purchaser has the right to choose from among the solutions the solution that is the most suitable for the Purchaser.

The Seller's Work Order Proposal includes the number of hours offered for consulting within the order. Parties shall agree jointly on final number of these hours, for which "take it or leave it" principle applies. If the agreed consulting hours are insufficient a new Work order must be agreed.

Other Work can also be performed if both Purchaser and Seller agree in the Work order.

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. The 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:
 - 3.1. the Purchaser submits requests for the development of Work(-s) by registering change request/ service request or new feature request to the Jira or equivalent issue of project tracking environment operated by the Seller.

- 3.2. The Seller is required to submit to the Purchaser a Work Order Proposal Estimate (hereinafter- Estimate) form by the mutually agreed deadline established by the Purchaser and Seller. The Estimate must set out the maximum number of hours to be spent on preparing the detailed specifications needed to submit a Work Order Proposal form as a next step. The Estimate form must contain but not limited to, detailed specification, price of the Estimate, quantity of meetings needed, any other estimation that is needed to plan the Work. The total price of the Estimate is later deductible from the Work if ordered.
- 3.3. For the Estimate form Purchaser is required to provide acceptance criteria for the development, high quality standard inputs in case requested by the Seller.
- 3.4. the Seller is required to submit to the Purchaser a Work Order Proposal (hereinafter- Work Order Proposal) by the mutually agreed deadline established by the Purchaser and Seller and the Work Order Proposal offer must set out the actions necessary for performing the Work, deadline of the Work compared to the signature, the maximum number of hours to be spent on such Work and, based on the hourly price, and the total value of the Work to be performed on the basis of an Work order. The Seller must consider that the hourly price may not exceed the hourly price set out in the tender. The Seller may not set conditional requirements for the value of the hourly price in their Work Order Proposal.
- 3.5. Work Order forms are valid for 10 working days after being submitted.
- 3.6. After the Purchaser agrees to the terms of the submitted Work Order Proposal, the Seller shall prepare Work Order Form. The Work order shall contain Work to be performed, detailed description how the request of change or new feature will be implemented in the System, what impact this feature can have to other functions and processes, how the new change will be displayed in the System windows screens, detailed schedule of implementation of Work, the hours to be spent on the Work and total value for the Work order.
- 3.7. Work can be started when the Work Order is signed by the responsible representatives of the Purchaser and Seller.
- 3.8. The Seller shall consider the condition that payment for Work ordered under a Work order shall be based on the hours expended on Work, but the time that exceeds the maximum number of hours determined in the Work order is not subject to payment.
- 3.9. Work must be performed within time limits specified in Work order. The Seller reports about ordered Work status on bi-weekly basis or when the Purchaser asks for such report.
- 3.10. The Purchaser is entitled to participate in Seller's demo sessions. Seller has the exclusive right to organize these sessions.
4. The Seller is required to:
 - 4.1. perform Work of high quality and within the time limits specified in the Work order.
 - 4.2. within one (1) week after the Contract is signed, appoint key personnel (project manager and analyst) who are familiar with the principles of the operation of the System, can properly carry out the Purchaser's Work order, a good command in English.
 - 4.3. ensure that the key persons (project manager and analyst) necessary for services that require close communication with the Purchaser (incl. analysis, regular project meetings) participate actively in the meetings and telephone conferences to be arranged. The time spent by the Seller's employees on transport as well as their transport expenses are not subject to remuneration by the Purchaser.
 - 4.4. Notify the Purchaser in advance of planned replacement the key person of the team at least 14 (fourteen) calendar days before the planned replacement. The Seller must ensure that the replaced person is familiar with the System and understands its operating principles.
 - 4.5. ensure that if supplementary workforce is involved in the Seller's team in addition to the mandatory key persons of the team and the supplementary workforce communicates directly with the Purchasers' employees, the corresponding employee must have a good command of English.
 - 4.6. to cover all direct and indirect costs associated with and necessary for the performance of the Contract, such as the costs of business trips, lodging for the night, meals, renting of premises, insurance, communication, and dispatching, customs clearance and storage of equipment and devices of its staff and of the staff of the sub-contractors related to the procurement object.
5. The Purchaser is required to:
 - 5.1. Within one (1) week after the Contract is signed, appoint key user who is familiar with the business processes implemented in the System, can properly carry out the Purchaser's detailed requirements of the System, have a good command in English.
 - 5.2. ensure that the key user necessary for services that require close communication with the Seller participate actively in the meetings and telephone conferences to be arranged.
 - 5.3. The Purchaser has to notify Seller about replacement of key user in advance and must ensure that the replaced person will understand the business processes implemented in the System. The Parties will make every effort to

- ensure that the newly appointed Key User becomes familiar with the system and understands its principles as soon as possible.
- 5.4. ensure that if supplementary workforce is involved in the Purchaser's team in addition to the mandatory key person of the team and the supplementary workforce communicates directly with the Sellers' employees, the corresponding employee must have a good command of English.
 - 5.5. Test the system and support the development of the Work orders from gas TSO business perspective
 6. The Seller may start the System development Work only after both parties have signed a Work order. The deadline for Work delivery set out in the Work order may be revised for justified reasons, only with the agreement of both Parties.
 7. The Parties undertake to comply with the following environmental requirements:
 - 7.1. reducing paper consumption, eliminating unnecessary copying, and printing of documents, i.e., services shall be provided in electronic format and electronic means.
 8. All information and/or documents necessary for the performance of the Contract shall be provided and coordinated in electronic format by electronic means.
 9. Cyber security requirements for development work:
 - 9.1. The seller undertakes to follow good software development security practices.
 - 9.2. The seller shall carry out analysis and testing of the programming, according to good software security practices:
 - 9.3. CWE/SANS 25 most common programming errors (latest version).
 - 9.4. The Open Web Application Security Project (OWASP) methodology guides the development of web interface solutions.
 - 9.5. The Center for Internet Security, Inc. (CIS®). <https://downloads.cisecurity.org/#/> recommendations
 - 9.6. The seller is obliged to use only the latest supported version of the software for development work when the product is developed from scratch. If the software manufacturer provides Long-Term Support (LTS) packages, development must be based on the LTS version, in the absence of LTS, the exact versions of the software packages must be agreed upon with the customer during the analysis phase. For existing or pre-prepared solutions, upgrading the software versions must be considered and separately included in the budget as an optional item.
 - 9.7. During the quality warranty period, the Seller is obliged to ensure the security of the product or component, if a vulnerability is identified during the quality warranty period, the Seller is obliged to eliminate the vulnerability free of charge within a reasonable period, which shall be agreed with the Buyer separately.
 10. The Seller hereby provides a 12-month quality warranty covering all components of the development services, effective from the date of signing the acceptance certificate. All quality warranty services shall comply with the response, resolution timelines, and penalties established in Contract No. 95021. Should the aforementioned Contract expire while issues related to the development services remain, the Parties expressly agree that the Seller shall continue to provide quality warranty services for a period not exceeding 12 months from the date of signing the acceptance certificate for the respective development. It is expressly stipulated that no additional fees or charges shall be imposed for any quality warranty services rendered during this period, within reasonable time limits agreed between the parties.

Documentation is to be provided during the performance of the contract.

1. 0. IT Service Request Form for New Functionality or System Improvement.docx
2. 1. Work Order Estimate Proposal Form.docx
3. 1.1. Work Order Estimate Proposal Form - Attachment1 - Task Details.docx
4. 2. Work Order Proposal Form.docx
5. 3. Work Order Form.docx

Forms are provided only at the client's request, based on a separate agreement, in Jira.

1. 2.1. Work Order Proposal Form - Attachment 1 - Detailed Implementation Plan.docx
2. 2.2. Work Order Proposal Form - Attachment 2 - Cost Breakdown Table.docx

IT Service Request Form for New Functionality or System Improvement

1. Request Overview

Field	Details
Request for Work Order No./Rev.:	
Jira Ticket Number: (Unique identifier for the request (e.g., auto generated or assigned).)	
Title: (Brief title summarizing the request (e.g., "Add Advanced Search Filter").)	
Priority: (High, Medium, Low (define criteria if necessary))	
Desired Completion Date: (Specific deadline or "as soon as possible.")	

2. Business Need and Objective

Field	Details
Problem / Opportunity: (Short and clear description of the problem or opportunity. Why is this change needed?)	
Objective: (What do you want to achieve with this change? Specific and measurable goal.)	
Expected Benefits: (What benefits will this change bring to the business? For example, cost savings, increased efficiency, improved customer experience.)	
Consequences of Not Implementing: (What will happen if this change is not implemented? What will be the negative impact on the business?)	

3. Functional Requirements

Field	Details
Proposed Change / New Functionality: (Detailed description of the desired functionality. What should the system do?)	
Use Case Examples: (Specific examples of how users will use the new functionality. E.g., "User logs in, selects a product, clicks button X and receives Y.")	
Input Data: (What data is required for the function to work? E.g., user input, data from other systems.)	
Output Results: (What results should the function generate? E.g., reports, notifications, data updates.)	

Business Rules: (Define the rules or logic that govern the functionality.)	
Error Handling: (Describe how the system should behave in case of errors (e.g., error messages).)	
Specific Functional Requirements: (Detailed list of specific functions the system must perform. Use cases can be further broken down here. Examples include: Data Validation: What validation rules should be applied to input data? Business Rules: What business logic should be implemented? Calculations: What calculations should be performed? Specific Actions: What actions should the system take under certain conditions?)	

4. Technical Requirements (If known)

Field	Details
Affected System / Component: (Which system or part of it will be affected? E.g., CRM, database, user interface.)	
Integrations with Other Systems: (Is integration with other systems required? If so, which ones? E.g., integration with payment system, warehouse management system.)	
User Interface (UI/UX) Requirements: (Are there any specific requirements for the user interface? E.g., mockups, color palette, layout changes.)	

5. Acceptance Criteria

Field	Details
Key Success Metrics: (How will it be measured whether the change is successful? E.g., reduced error rate, faster processing time.)	
Testing Requirements: (How will the new functionality be tested? E.g., user testing, automated tests.)	

6. Risks and Dependencies (If known)

Field	Details
Potential Risks: (What are the potential risks of implementing this change? E.g., system downtime, data loss.)	
Dependencies: (What does the implementation of this change depend on? E.g., on other projects, third-party vendors.)	

7. Attachments:

- (List of attached documents: E.g., business process diagrams, mockups, existing system documentation.)

Work Order Estimate Proposal Form

Date:
Contract Reference No.:
Contract Date:
To:
Attention:

Subject:

Work Order Estimate Proposal for [Title of Change]

Dear Sir:

With reference to your Request for Work Order Proposal, we are pleased to notify you of the approximate cost of preparing the below-referenced Work Order of the Contract. We acknowledge that your agreement to the cost of preparing the Work Order Proposal is required before we proceed to prepare the actual Work Order Proposal including a detailed estimate of the cost of implementing the Work Order itself.

This Work Order Estimate Proposal is valid for **[insert days] working days** from the date of submission, unless otherwise agreed upon by both parties.

1. Key Details

Field	Details
Title of Change:	
Request for Work Order No./Rev.:	
Jira Ticket Number:	

2. Brief Description of Work Order (including proposed implementation approach)

-
.....
.....

3. Planned Deadline for Work Order

The estimated completion timeline for the Work Order (subject to detailed planning):
See Attachment 1 for task details.

4. Cost Estimates

Description	Amount
Initial Cost Estimate for Implementing Work Order:	
Preparation Cost for Work Order Proposal:	
Total Lump Sum Cost of Change:	

5. Terms and Conditions

1. This estimate is subject to final approval by both parties.
2. Any changes to the scope or timeline will require mutual agreement and may impact on the cost.
3. Detailed implementation costs will be provided in the finalized Work Order Proposal.
4. The Seller agrees to promptly address any deficiencies identified during the preparation of the Work Order Proposal. If the Purchaser requires additional time for review or testing, both parties shall agree on new timelines without undue delay.
5. Before the implementation of the proposed changes, the Seller will update the User Manual and provide training for system users unless otherwise agreed upon in the finalized Work Order.
6. The Purchaser shall notify the Seller of the testing results within the agreed number of working days as defined in the finalized Work Order.

For and on behalf of the Contractor,

Field	Details
Name:	
Position:	
Signature:	
Date:	

Attachment 1: Task Details

Field	Details
Request for Work Order No./Rev.:	
Jira Ticket Number:	
Title:	

Task Short Description:

Brief overview of the tasks to be undertaken:

.....

.....

Task in Detail:

Step	Details
1.	
2.	
3.	

Work Order Proposal Form

Date:
Contract Reference No.:
Contract Date:

To:
Attention:

Subject:

Proposal for Work Order No. [Work Order Proposal No.]

Dear Sir:

In response to your Request for Work Order Proposal No. [Work Order Proposal No.], we hereby submit our detailed proposal as follows:

1. Work Order Details

Field	Details
Title of Work Order:	
Work Order Proposal No./Rev.:	
Originator of Work Order:	
Reason for Work Order:	
Affected System/Component:	

2. Description of Work Order

Provide a brief but comprehensive description of the work to be carried out, including any relevant context or objectives:

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.....
.....

3. Technical Impact

Field	Details
Technical Documents / Drawings:	
Implementation Approach	[Detailed description provided in Attachment 1.]

4. Change Implementation Details

4.1. Process Overview:

- Detailed process scheme or description of how the Change/New Feature will operate.

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4.2. Impact on Other Processes:

- Explain how other processes in the System may be affected by the change.

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4.3. Changes to User Interface:

- Describe any new screens or windows that will be added, or if existing ones will be modified. Provide examples if applicable.

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4.4. Impact on Data Exchange with Third Parties:

- Specify how the data exchange with third parties may be affected and if any actions are required from them.

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4.5. Potential Risks:

- Identify any potential risks or challenges related to implementing the new feature or changes.

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5. Cost Breakdown

Field	Details
Cost to Prepare Proposal (if Work Order Not Accepted): EUR
Cost per Hour (if applicable):	EUR per hour
Total Estimated hours: hour
Total Lump Sum Cost of Change: EUR
Detailed cost estimates for project implementation:	[Data presented in Attachment 2]

6. Timelines and Deadlines

Field	Details
Deadline for Completion (Work Order): days from the date of signing Work Order.
Testing Duration (Purchaser’s Side): days after Work Order completion and transfer to the Purchaser’s test environment.
Expected Start Date:	

7. Contract Terms Impact

- State if there are any effects on the overall contract terms or conditions due to this Work Order.
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8. Proposal Validity

The validity period of this proposal is [insert days] **working days** from the date of submission of the offer, **unless otherwise agreed.**

9. Acceptance Procedures

9.1 Customer Response

The Purchaser is requested to notify the Contractor of the acceptance, comments, or rejection of this detailed Work Order Proposal within ... **working days of receipt, unless otherwise agreed.**

9.2 Contract Adjustments

Any changes in price will be discussed and adjusted per the relevant Contract clause [insert clause reference], should the final implementation details differ from the initial proposal.

10. Additional Requirements

10.1 Updates to User Manuals

Before transferring the Deliverable to the Purchaser’s testing environment, the Seller shall update the User Manual or equivalent instructions, as stipulated in Contract Clause [insert clause reference]. Training for System users on the new Deliverable (functionality or feature) will also be organized.

10.2 Testing and Feedback

Upon transfer of the Deliverable to the Purchaser’s test environment, the Purchaser shall complete testing and provide feedback to the Seller within [insert days] **working days** per Contract Clause [insert clause reference].

For and on behalf of the Contractor,

Field	Details
Name:	
Position:	
Signature:	
Date:	

Attachment 1: Detailed Implementation Plan

Field	Details
Request for Work Order No./Rev.:	
Jira Ticket Number:	
Title:	

2. Objectives and Scope

- **Objective:** A clear and concise statement of what the solution aims to achieve.
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 -
 -
- **Scope:** Define the boundaries of the work, including what is included and excluded.
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 -
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3. Implementation Steps and Timeline

Step No.	Task Description	Owner [Name/Team]	Estimated Time [Duration]	Dependencies
1	[Analyze existing system]			[None]
2	[Develop required functionality]			[Completion of Step 1]
3	[Test implemented solution (Seller)]			[Completion of Step 2]

4	[Deployment in a TEST environment]			[Completion of Step 3]
5	[Test implemented solution (Purchaser)]			[Completion of Step 4]
6	[Deployment in a PROD environment]			[Completion of testing]

4. Functional Specifications

Requirement ID	Description	Priority	Acceptance Criteria
FR-001	[Implement user login functionality]	[High]	[Users can log in with valid credentials.]
FR-002	[Add role-based access control]	[Medium]	[Roles limit user access to certain features.]
FR-003	[Integrate with external reporting API]	[Low]	[System communicates with API successfully.]

5. Non-Functional Specifications

Requirement ID	Description	Priority	Acceptance Criteria
NFR-001	[Ensure system availability]	[High]	[System is available 99.9% of the time]
NFR-002	[Optimize system performance]	[Medium]	[System responds to user actions within 2 seconds.]
NFR-003	[Implement data security measures]	[High]	[All sensitive data is encrypted and stored securely.]
NFR-004	[Support system scalability]	[Medium]	[The system can handle up to 1000 simultaneous users.]
NFR-005	[Provide system reliability]	[Low]	[The system recovers from failures within 5 minutes.]

6. Technical Specifications

- **Architecture Overview:** Provide a high-level diagram or description of the architecture changes, including modules, components, and integrations.
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.....
- **Database Changes:** List any schema modifications, including new tables, columns, or indexes.
 -
.....
.....
- **Technologies Used:** Specify programming languages, frameworks, libraries, or third-party tools.
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.....
.....

7. Risk Assessment and Mitigation Plan

Risk ID	Description	Likelihood	Impact	Mitigation Strategy
R-001	[Delays in data migration]	[Medium]	[High]	[Allocate buffer time and test early.]
R-002	[Compatibility issues with APIs]	[High]	[Medium]	[Conduct early integration tests.]

8. Resource Allocation

Resource	Role	Availability
[Team Member 1]	[Developer]	[Full-time/Part-time]
[Team Member 2]	[QA Engineer]	[Full-time/Part-time]

9. Testing and Validation

- **Test Plan:** Outline the testing approach, including unit testing, integration testing, and user acceptance testing.

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- **Test Environment:** Specify the required hardware, software, and configurations.

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.....

10. Deliverables

- List all deliverables with clear descriptions (e.g., codebase, documentation, training materials).

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11. Dependencies and Assumptions

- **Dependence:** Outline what the successful implementation depends on (e.g., third-party systems, customer-provided resources).

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- **Assumptions:** List key assumptions, such as data availability or timely approvals.

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For and on behalf of the Contractor,

Field	Details
Name:	
Position:	
Signature:	
Date:	

Attachment 2:

Cost Breakdown Table (IT System Development)

Item No.	Category / Work Stage	Sub-Stage (if applicable)	Description	Hours	Unit Price (EUR/hr.)	Total (EUR)	Deliverables
1.	Project Management	Project Initiation	Project kickoff, defining objectives, establishing communication channels, project plan creation, risk assessment.				Project charter, risk assessment report.
		Communication & Reporting	Client meetings, progress reports, status updates, issue tracking, change management.				Meeting minutes, periodic status reports
2.	Requirements Analysis	Requirements Gathering	Stakeholder interviews, workshops, surveys, document analysis, user stories creation.				Requirements document, user stories
		Requirements Specification	Functional and non-functional requirements documentation, use case diagrams, user stories refinement, acceptance criteria definition.				Specifications document, use case diagrams
3.	System Design	Architecture Design	System architecture design, technology stack selection, infrastructure planning.				System architecture diagrams, stack decision report.
		Database Design	Database schema design, data modeling, data migration strategy (if applicable).				Database schema and migration plan.
		UI/UX Design	Wireframes, mockups, prototypes, user interface design, user experience design.				High-fidelity wireframes, prototypes.
4.	Development	Front-end Development	User interface programming, front-end logic implementation, integration with back-end.				Fully functional front-end components

		Back-end Development	Server-side logic development, database integration, API development, business logic implementation.				Back-end APIs, database integration
5.	Testing	Unit Testing	Testing of individual components or modules.				Unit test reports.
		Integration Testing	Testing of the interaction between different modules or systems.				Integration test reports.
		System Testing	Testing of the entire system as a whole.				System test reports.
		User Acceptance Testing (UAT)	Testing by the client to verify that the system meets their requirements.				UAT results, signed acceptance form
6.	Deployment	Deployment Preparation	Server configuration, environment setup, deployment scripts.				Deployment scripts, configured environments
		Deployment Execution	System deployment to the production environment, data migration, post-deployment testing.				Deployed system, migration reports.
7.	Documentation	User Manuals	User instructions, user guides, online help.				User manuals, online help documentation.
		Technical Documentation	System architecture documentation, database documentation, API documentation, code comments.				Technical documentation set.
8.	Training	User Training Sessions	Training sessions for end-users on how to use the new system.				Training materials, session feedback forms, session recordings.
9.	Software Licenses	Database License	Database management system license (e.g., Microsoft SQL Server, Oracle).				License details, purchase confirmation
		Other Licenses	Licenses for other required software (e.g., operating systems, third-party libraries).				License details, purchase confirmation
10.	Server Infrastructure	Cloud Hosting	Server rental from a cloud provider (e.g., AWS, Azure). Specify instance type if known.				Hosting contract, server setup.

11.	Contingency	Unforeseen Expenses	Buffer for unexpected issues or changes in scope (e.g., 5-10% of the subtotal excluding VAT). Clearly state the percentage used. For this example, we are using 5%.				Contingency budget allocation.
12.	Technical Support Costs	N/A	Applicable in cases where support for a newly developed product is not included in the scope of an existing technical support agreement. The associated costs are calculated for the period remaining until the expiration of the current technical support agreement.				Support cost breakdown, interim support plan
13	Intellectual Property Ownership	Code Ownership Transfer	Costs related to the transfer of property rights (including intellectual property rights) and source code to the Purchaser, ensuring joint ownership rights as per contractual terms.				1. Full source code (including all libraries, dependencies, and build instructions). 2. Documentation for the system and its functionality.
Total:				... hrs.		... EUR	

For and on behalf of the Contractor,

Field	Details
Name:	
Position:	
Signature:	
Date:	

Work Order Form

Date:
Contract Reference No.:
Contract Date:
To:
Attention:

Subject:

Approval of Work Order

Dear Sir/Madam,

We hereby approve the Work Order for the work specified in Work Order Proposal No. **[Insert Proposal Number]**. Below are the details of the approved Work Order:

1. Work Order Details

Field	Details
Title of Work Order:	
Request for Work Order No./Rev.:	
Work Order No./Rev.:	
Originator of Work Order:	
Brief Description of Work Order:	Refer to Work Order Estimate Proposal No.
Price of Work Order (EUR):	

2. Adjustments and Deadlines

Field	Details
Adjustment of Time for Operational Acceptance:	
Deadline for Completion (Work Transfer to Test Environment): days from signing Work Order.
Time for Testing (Change/New Feature): working days from Seller's written notification.

3. Other Effects

Field	Details
Effect on Functional Guarantees:	
Other Effects (if any):	

4. Approval and Signatures

For and on behalf of the **Customer system owner**:

Field	Details
Name:	
Position:	
Signature:	
Date:	

For and on behalf of the **Customer IT department**:

Field	Details
Name:	
Position:	
Signature:	
Date:	

For and on behalf of the **Seller**:

Field	Details
Name:	
Position:	
Signature:	
Date:	

PIRMINIS/GALUTINIS PASIŪLYMAS		FINAL TENDER
(VPP-241) AMBERFLOWS informacinės sistemos vystymo paslaugų pirkimas		<u>Procurement of (VPP-241) development and follow-up development works of the information system</u> <u>AMBERFLOWS</u>
INFORMACIJA APIE TIEKĖJĄ / SUPPLIER INFORMATION		
Tiekėjo pavadinimas / Jeigu dalyvauja Tiekėjų grupė, surašomi visų narių pavadinimai	Name of the Supplier / If a group of Suppliers is present, the names of all members shall be listed	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 / Jeigu dalyvauja Tiekėjų grupė, surašomi visi dalyvių adresai	Supplier's address / If a group of Suppliers is involved, all addresses of the participants are listed	Hungary 1085 Budapest Somogyi Béla street 21.
Tiekėjo juridinio asmens kodas (tuo atveju, jei Pasiūlymą pateikia fizinis asmuo – verslo pažymėjimo Nr. ar pan.) / Jeigu Pasiūlymą pateikia Tiekėjų grupė, nurodomi visi Tiekėjų grupės narių kodai	Supplier's legal entity code (s) (in case the Tender is submitted by a natural person - business certificate No., etc.) / If the Tender is submitted by a group of Suppliers, all codes of the members of the group of Suppliers shall be listed	01-10-049327
Tiekėjo PVM mokėtojo kodas/ Jeigu Pasiūlymą pateikia Tiekėjų grupė, nurodomi visi Tiekėjų grupės narių kodai	Supplier VAT identification number (s) / In case the Tender is submitted by a Supplier group, the codes of all the Supplier group members shall be indicated.	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
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
1.	SUTIKIMAS SU PIRKIMO SĄLYGOMIS	AGREEMENT TO THE PROCUREMENT CONDITIONS
1.1.	Su Pasiūlymu pažymime, kad pateikdami savo Pasiūlymą, sutinkame su PJ ir Pirkimo sąlygose nustatytais 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 (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.	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, 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 Subtiekėjai bei Ūkio subjektai, kurių pajėgumais remiamasi, bus	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

	<p>susipažinę su 2022 m. lapkričio 25 d. EPSO-G valdybos patvirtintu EPSO-G įmonių grupės tiekėjų etikos kodeksu¹ ir 2023 m. birželio 29 d. EPSO-G valdybos patvirtinta EPSO-G įmonių grupės antikorupcinės veiklos politika² prieš vykdydami Sutartį.</p>	<p>familiar with the EPSO-G Company Group's Supplier Code of Conduct³ approved by the EPSO-G board on 25th of November, 2022 and the EPSO-G Company Group Anti-Corruption Policy⁴ approved by the EPSO-G board on 29th of June, 2023 before engaging in the execution of the Contract.</p>
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 Subtiekėjas, Tiekėjų grupės nariai, Ūkio subjektai, kurių pajėgumais remiamasi, ar juos kontroliuojantys asmenys yra juridiniai asmenys, registruoti VPĮ 92 straipsnio 15 dalyje numatyta sąrašė nurodytose valstybėse ar teritorijose ⁵ ;	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 ⁶ listed in Article 92 (15) of the LPP;
1.5.2.	Tiekėjas, jo Subtiekėjas, Tiekėjų grupės nariai, Ūkio subjektas, kurio pajėgumais remiamasi, ar juos kontroliuojantys asmenys yra fiziniai asmenys, nuolat gyvenantys VPĮ 92 straipsnio 15 dalyje numatyta sąrašė 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;
1.5.3.	prekių kilmė yra ar paslaugos teikiamos iš VPĮ 92 straipsnio 15 dalyje numatyta sąrašė 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;

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

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

³ 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>

⁴ 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

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

⁶ 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.

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.	PASIŪLYMO KAINA	TENDER PRICE
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	Preliminarus kiekis Paslaugų teikimo laikotarpiu ⁷ / Preliminary amount During Service provision period ⁸	Įkainis, Eur be PVM / Rate in EUR, excluding VAT*	Pasiūlymo kaina, Eur be PVM ⁹ / Total Tender price in EUR, excluding VAT ¹⁰	PVM / VAT, Eur**	Pasiūlymo kaina, Eur su PVM ¹¹ / Total Tender price in EUR, including VAT ¹²
1.	AMBERFLOWS informacinės sistemos vystymo paslaugos/ Development and follow-up development works of the Gas transmission services information system AMBERFLOWS	Valandos / Hours	12000	78.00	936.000 EUR	0	936.000 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)".

⁷ Nurodytas preliminarus Pirkimo objekto kiekis. Perkantysis subjektas neįsipareigoja nupirkti viso nurodyto kiekio.

⁸ The preliminary amount of Procurement object is indicated. The Contracting Entity does not undertake the liability to purchase the whole indicated amount.

⁹ 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. Pasiūlymo kaina Eur be PVM bus naudojama tik pasiūlymų vertinimui ir palyginimui. Sutartis su Laimėjusiu Tiekėju bus sudaroma sumai, nurodytai *Sutarties projekte*..

¹⁰This 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). The Contract with the winning Supplier will be concluded for an amount indicated in *Contract draft*..

¹¹ 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 *paslaugas* yra neapmokestinamos / i 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.**

¹² 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.	PASIŪLYMO GALIOJIMO TERMINAS	TENDER VALIDITY TERM
3.1.	Pasiūlymas galioja 3 mėnesius nuo Pasiūlymo pateikimo termino pabaigos.	The Tender is valid for 3 months since the final deadline for submission of the Tender .
4.	KONFIDENCIALI INFORMACIJA	CONFIDENTIAL INFORMATION
4.1.	<p>Visas Tiekėjo Pasiūlymas negali būti laikomas konfidencialia informacija¹³, 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 Pasiūlymą¹⁴ sudaranti informacija nėra konfidenciali, išskyrus informaciją, kurios atskleidimas negalimas pagal Asmens duomenų teisinės apsaugos įstatymą.</p> <p>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.</p>	<p>The entire Tender of the Supplier may not be considered confidential¹⁵, 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 Tender¹⁶ being considered non-confidential, except for information the disclosure of which is not permitted under the Law on the Legal Protection of Personal Data.</p> <p>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.</p>

¹³ Vadovaujantis PJ 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 PJ 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 pasitelktus ūkio subjektus, kurių pajėgumais remiasi tiekėjas, ir subtiekejus – tuo atveju, kai ši informacija reikalinga tiekėjui jo teisėtiems interesams ginti.

¹⁴ **Pasiūlymas** – pagal Perkančiojo subjekto nustatytas Sąlygas bei terminus Tiekėjo raštu pateikiamų dokumentų ir duomenų visuma, kuria siūloma tiekti prekes, teikti paslaugas ar atlikti darbus.

¹⁵ Pursuant to Article 32 (2) of the LP, the information cannot be considered confidential¹⁵:

- 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.

¹⁶ **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.

4.2.	Mums žinoma, kad Lentelėje Nr. 1 nurodyta Pasiūlyme pateikiama informacija negali būti konfidenciali ir pirkimo laimėjimo atveju privalo būti viešinama vadovaujantis viešuosius pirkimus reglamentuojančių teisės aktų nuostatomis ir Viešųjų pirkimų tarnybos ¹⁷ (toliau – VPT) bei teismų formuojama praktika.	We know that in the information indicated in the Table no. 1 and provided in the Tender cannot be confidential and must be made public 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 ¹⁸ (hereinafter - PPO) and courts.
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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	Viešinama vadovaujantis PĮ 32 straipsnio 2 dalimi, išskyrus informaciją, kurios atskleidimas negalimas pagal Asmens duomenų teisinės apsaugos įstatymą.	Information will be published 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	Viešinama vadovaujantis PĮ 32 straipsnio 2 dalimi, išskyrus informaciją, kurios atskleidimas negalimas pagal Asmens duomenų teisinės apsaugos įstatymą.	Information will be published 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	Viešinama vadovaujantis PĮ 32 straipsnio 2 dalimi, VPT ir teismų formuojama praktika, kad tiekėjo duomenys apie pašalinimo pagrindų buvimą/nebuvimą, kvalifikaciniai duomenys, kuriais tiekėjas remiasi 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 (PĮ 32 str. 2 d. 3 p.) arba informacijos atskleidimas negalimas pagal Asmens duomenų teisinės apsaugos įstatymą.	Information will be published 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 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.

¹⁷Daugiau apie konfidencialumą viešuosiuose pirkimuose VPT parengtoje metodikoje: http://vpt.lrv.lt/uploads/vpt/documents/files/mp/konfidenciali_informacija.pdf

¹⁸You 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

4.	Prekių, paslaugų ar darbų kaina/įkainiai	Price / rates of goods, services or works	Viešinama vadovaujantis Pl 32 straipsnio 2 dalimi, VPT ir teismų formuojama praktika, išskyrus įkainių sudedamąsias dalis.	Information will be published 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	Viešinama vadovaujantis Pl 32 straipsnio 2 dalimi, VPT ir teismų formuojama praktika.	Information will be published 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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Navitasoft Ltd.

10. February 2025