

Purchase Order No. 1737317 (also referred as the „PO“)

Supplier: MAN Energy Solution SE,
Address: Steinbrinkstraße 1, 46145 Oberhausen, Germany
Contact:

Terms of Supply and Service: Procurement No. 1737317- Jauniūnai gas compressor station, Unit Health Assessment service.

1. Scope of Services and pricing:

No.	Product	Quantity	Total Price, EURO exclusive of Value Added Tax (VAT)
1	Jauniūnai gas compressor station, Unit Health Assessment service on three trains (hereinafter referred as to “ Services ”)	1	117.000,00* * (hereinafter referred as to “ Service Price ”)(including subsistence charges)

1.1. Payment for the Services will be made in accordance to the lump sum prices included in Q.2407705 - Rev. 2 ANNEX 3. The total price for the Services shall not exceed a limit of 117.000,00 EUR (one hundred seventeen thousand) excluding VAT. The above mentioned lump sum price shall only apply if the Services are performed on all three machines in succession within one delegation, without interruptions.

1.2. Accounting for additional work which is outside the agreed scope included in ANNEX 3 as well as possible waiting times and interruptions, which may occur due to circumstances outside of the Supplier's responsibility, should be made to the Purchaser on an actual basis with the rate(s) set out in Annex 3 and the timesheets signed on site.

1.3. The aggregated limit for additional costs shall be 78.000,00 EUR (seventy eight thousand Euro) excluding VAT. In the event that the aforementioned aggregated limit will be exceeded, the Purchaser has to initiate additional agreement in accordance with the Law of the Republic of Lithuania on Procurement by Contracting Authorities Operating in the Water, Energy, Transport and Postal Services Sectors. In case no additional agreement will be signed, the Supplier reserves the right to withdraw the delegated personnel from site.

1.4. Prior to the delegation the Purchaser must confirm in writing, that the three machines will be stopped, cooled down and be ready for the Services. In the event that the Purchaser is not able to confirm the before mentioned conditions the Services shall be postponed until all requirements are met.

2. The execution of contract is reciprocally secured for each Party by liquidated damages as follows:

2.1. In case of delay of performance of the Services by the Supplier due to its fault, the Purchaser shall to the exclusion of any further claims for such delay be entitled to liquidated damages of 0,04 % of the value of the part of the Services, which performance has been delayed, for each calendar day of delay but in the aggregate limited to 5 % and if it is not possible to determine the value of such part of the Services - from the Total price (mentioned in the table of clause 1 of this PO). In this case- the Supplier cannot forward additional costs that occurred due to the delay, for which the Supplier is responsible.

2.2. In case Purchaser is late to make a payment to Supplier within terms stated in this PO, when the invoice has been submitted in accordance with the procedure set out in this PO, Purchaser pay to Supplier 0,04 % of the value of unpaid amount for each calendar day of delay accordingly.

3. The payments to the Supplier for Services under this Purchase Order shall be executed by Purchaser as follows:

3.1. The payments shall be made by bank transfer within 30 calendar days after the date of the Supplier's separate commercial invoice issued in respect of the Services accordingly. For notification purpose only, Purchaser shall send to Supplier via electronic mail a copy of the payment order within 2 working days from the date of its submission to the Purchaser's bank;

3.2. All payments are to be made at no cost to Supplier; they will only be regarded as effected when they have been credited without reservation to one of Supplier's bank accounts. Provided that Purchaser has made its payment order to the bank prior to expiry of the due date for payment under the Supplier's invoice and notified thereof the Supplier as per clause 3.1 above, any time gap up to maximum 5 working days between the invoice due date for payment and the actual date of a payment receipt by Supplier under this clause 3.2 shall not constitute an event of payment delay by Purchaser.

3.3. Subject to 7 days' prior reasonable written notice to Supplier, the payable amount indicated in the commercial invoices submitted by the Supplier for payment of the Services may be reduced by the amount of the liquidated damages accrued according to clause 2 above in respect of Service accordingly.

3.4. The commercial invoice is provided electronically only. An electronic invoice in compliance to the European standard for electronic invoicing shall be provided by means chosen by the Supplier.

4. The execution timelines in respect of Service to be provided under the present Purchase Order shall be in accordance with AB "Amber Grid" Procurement Conditions (ANNEX 1) and MAN ES Quotation in ANNEX 3 and shall be subject to timely fulfilment by the Purchaser of its contractual obligations including provision of all necessary assistance in the PO realization to the Supplier.

5. This Purchase Order may be modified or terminated in the cases and according to the procedures set out in the Law of the Republic of Lithuania on Procurement by Contracting Authorities Operating in the Water, Energy, Transport and Postal Services Sectors.

6. By signing this Purchase Order, the Supplier further represents and warrants that:

6.1. It is aware of and undertakes to comply with the provisions of the Group's Corruption Prevention Policy (hereinafter referred to as the Policy) and the Supplier Code of Conduct (hereinafter referred to as the Code), which enshrine legitimate, sustainable and fair business practices that include binding standards of environmental protection, human rights, labour standards, and ethical business conduct, in its dealings with the Buyer and third parties engaged for the performance of the Contract. The Policy and the Code and/or amendments thereto are available at <https://www.epsog.lt/en/about-us/prevention-of-corruption>. The Seller shall ensure that employees, members of management and supervisory bodies, and other representatives of both the Seller and the third parties engaged by the Seller to perform the Contract comply with the requirements of this paragraph.

6.2. It shall inform promptly of any circumstances arising during the term of the Contract that may be considered to violate the requirements and standards of conduct set out in the Policy and the Code, and, at the Buyer's request, it shall provide all information relating to the occurrence of the circumstances, the remedying of the consequences, and the implementation of preventive measures.

7. This Purchase Order shall become effective upon its signing by Purchaser and its unconditional acceptance in writing by Supplier.

8. This Purchase Order shall be governed by and construed in accordance with Swiss law excepting its rules for the conflict of laws and the Vienna UNICITRAL Convention on the International Sales of Goods.

All disputes arising between the Parties out of or in connection with the present Contract which cannot be settled amicably, shall be exclusively settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce, Paris, by 3 arbitrators appointed in accordance with said rules. The Arbitration shall be held in Zurich, Switzerland, in the English language. The arbitrator's decision shall be final and binding on both Parties.

9. ANNEXES 1 to 3 as listed below shall form integral parts of the present Purchase Order and shall be applicable to the extent not covered by the conditions of this Purchase Order stated above. There are no written or verbal understandings to this Purchase Order between the parties other than those expressly set forth in the present Purchase Order and its ANNEXES.

ANNEXES TO THE CONTRACT:

ANNEX 1 - Procurement Conditions (The procurement documents, their revisions and clarifications shall be at CPPIS [European Dynamics - Notice & Contract Documents](#))

ANNEX 2 - Technical specification (including attachments) – 34 pages.

ANNEX 3 - Tender form, 7 pages and MAN ES Quotation Q.2407705 - Rev. 2 including "General Terms and Conditions for Lump Sum Assembly Work (Issue 8/2022)" applicable to this Purchase Order in respect of the MAN ES Service and Maintenance plan for RV compressors – 11pages and Checklist V0-Inspection 21 pages.

Customer:

Address: Laisvės Ave. 10, Vilnius LT-04215

Company code: 303090867

VAT number: LT100007844014

Account No. LT71 7044 0600 0790 5969

Bank: AB SEB Bank

Bank code: 70440

Telephone number +370 5 236 0855

Email: info@ambergrid.lt

Technical director

_____ Date: _____

CFO

_____ Date: _____

Supplier: MAN Energy Solutions SE

Address: Steinbrinkstrasse 1, 46145 Oberhausen, Germany

Company code: n.a.

VAT number: DE 811 136 900

Account No. n.a.

Bank 1: Deutsche Bank AG, Oberhausen

IBAN: DE46 3657 0049 0415 8721 00

SWIFT: DEUTDEDE365

Bank 2: Commerzbank AG, Oberhausen

IBAN: DE81 3654 0046 0380 0877 00

SWIFT: COBADEFF365

Mr. – Head of Field Service Operation

_____ Date: _____

Mr. – Head of Field Service Coordination

_____ Date: _____

TECHNICAL SPECIFICATION

1. DEFINITIONS AND ABBREVIATIONS

- 1.1 **Contracting entity** - AB "Amber Grid";
- 1.2 **Supplier, Contractor** - an economic entity - a natural person, private legal person, public legal person, other organisations and their subdivisions or a group of such persons, with which the Buyer, the Customer concludes the Agreement;
- 1.3 **Agreement** - the agreement concluded between the Supplier and the Contracting entity in respect of the Procurement object;
- 1.4 **Equipment** - Compressor units (gas turbines THM 1304-11-DLN, gas compressors RV063/03, auxiliary systems and their equipment), supplied by the manufacturer as a set of 3;
- 1.5 **Service** - Detailed technical condition assessment of the Jauniūnai gas compressor station compressor units (gas turbines THM 1304-11-DLN, gas compressors RV063/03 with auxiliary systems and their equipment, supplied by the manufacturer as a set of 3);
- 1.6 **JDKS**- Jauniūnai Gas Compressor Station
- 1.7 **Contracting entity's working hours** - the working hours calculated during the Customer's working hours: I – IV 8:30 a.m. – 5:30 p.m., V 8:30 a.m. – 4:15 p.m. The working day is one hour shorter before public holidays.

2. PROCUREMENT OBJECT

- 2.1 Technical condition assessment service for the compressor units (3 sets) (gas turbines THM 1304-11-DLN, gas compressors RV063/03, auxiliary systems with equipment) of the Jauniūnai Gas Compressor Station, supplied by the manufacturer as a set.
- 2.2 The Supplier shall refer to the equipment manufacturer's checklists (Annex 1, Annex 2), complete and submit the required inspection reports when carrying out the service for the assessment of technical condition.

3. VOLUMES/CHARACTERISTICS OF THE PROCUREMENT OBJECT

- 3.1 Equipment condition assessment;
- 3.2 Detailed analysis of the condition and design of existing equipment;
- 3.3 Performance analysis;
- 3.4 Clarifying modernisation requirements and improvement potential;
- 3.5 Personalised advice on appropriate modernisation measures;
- 3.6 Preparation of a detailed modernisation concept, which should identify the positions/systems, with their assigned modernisation necessity indicators (e.g. critical, medium critical, low criticality/recommendation);
- 3.7 Preparation of a detailed report on the technical condition of each unit;

4. PLACE OF PERFORMANCE OF CONTRACTUAL OBLIGATIONS

- 4.1 Jauniūnai Gas Compressor Station, Liukonių vs. 3, Jauniūnai eldership, Širvintos District Municipality.

5. REQUIREMENTS FOR THE PROCUREMENT OBJECT

5.1. Description of the procurement object

- 5.1.1 Gas turbines THM1304-11-DLN - 3 pcs:

- a. GT1 serial number- 2162;
 - b. GT2 serial number- 2163;
 - c. GT3 serial number- 2164;
- 5.1.2 Gas compressors RV063/03 - 3 pcs:
 - a. CP1 serial number- 6493;
 - b. CP2 serial number- 6494;
 - c. CP3 serial number- 6495;
- 5.1.3 Ancillary systems and equipment (Fuel Gas System, Sealing Gas System, Fire Detection/Extinguishing Systems, Gas/Fuel Cooling Systems, Lubrication System, Speed/Vibration Monitoring Systems, etc.) supplied as a complete set together with the equipment listed in clauses 5.1.1 and 5.1.2.

5.2. Procedures, deadlines and documentation to be provided for the fulfilment of contractual obligations

- 5.2.1 The Supplier shall inspect the Equipment in accordance with the checklists in Annexes 1 and 2;
- 5.2.2 The Equipment inspection shall be followed by an analysis of the condition of the Equipment and the conclusions and recommendations set out in clause 3.
- 5.2.3 Supplier must perform the service and submit an assessment and recommendation report no later than December 31, 2025.
- 5.2.4 If the service on site is completed in November -December 2025, the assessment and recommendation report must be submitted within 30 working days from the completion of the service;
- 5.2.5 The services shall be provided during the Contracting entity's working hours, unless otherwise agreed, depending on the operating mode of the transmission system facilities. The Supplier may also provide the services at other times by prior agreement with the Contracting entity;
- 5.2.6 Payment for the services provided will be made within 30 calendar days of receipt of the invoice. The invoice is issued after the provision of services, reports/recommendations. The final performance of the service shall be documented by a transfer-acceptance act, which shall be signed and submitted together with the invoice.

6. OBLIGATIONS OF THE BUYER

- 6.1. During the execution of the works, the Buyer will provide personnel to carry out the ancillary works (such as dismantling/installation of equipment, disconnection/connection of equipment, etc.) necessary for the performance of the service. Personnel assigned by the Buyer must be instructed by the Supplier's management staff before carrying out the work.

7. ANNEXES

- 7.1. Annex 1- Checklist V0-Inspection 21 pages
- 7.2. Annex 2- Maintenance plan for RV compressors – 11 pages.

PIRMINIS/GALUTINIS PASIŪLYMAS		INITIAL/FINAL TENDER
AB AMBER GRID (VPP -76) JAUNIŪNŲ DUJŲ KOMPRESORIŲ STOTIES KOMPRESORINIŲ AGREGATŲ DETALIOS TECHNINĖS BŪKLĖS ĮVERTINIMO PASLAUGŲ PIRKIMUI		FOR PROCUREMENT OF SERVICES OF (VPP-76) DETAILED TECHNICAL CONDITION ASSESSMENT OF THE JAUNIŪNAI GAS COMPRESSOR STATION COMPRESSOR UNITS BY AB AMBER GRID
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	MAN Energy Solutions SE
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)	N/A
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	MAN Energy Solutions SE Steinbrinkstr. 1 46145 Oberhausen/Germany
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	HRB 22056
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.	Ust.Ld.-Nr.: DE 811 136 900
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	Supplier: MAN Energy Solutions SE Address: Steinbrinkstrasse 1, 46145 Oberhausen, Germany Company code: n.a. VAT number: DE 811 136 900 Account No. n.a. Bank 1: Deutsche Bank AG, Oberhausen IBAN: DE46 3657 0049 0415 8721 00

		SWIFT: DEUTDEDE365
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	Mr. Head of Field Service Operation +49 Mr. Head of Field Service Coordination +49
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	N/A
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	Mr Field Service Coordinator +49
1.	SUTIKIMAS SU PIRKIMO SĄLYGOMIS	AGREEMENT TO THE PROCUREMENT CONDITIONS
1.1.	Su Pasiūlymu pažymime, kad pateikdami savo Pasiūlymą, sutinkame su Pirkimo sąlygose nustatytomis Pirkimo procedūromis.	With this Tender, we acknowledge that by submitting our Tender, we agree with the further Procurement procedures set forth in the Procurement conditions.
1.2.	Patvirtiname, kad atidžiai perskaitėme visus Pirkimo sąlygų reikalavimus, ir patvirtiname, kad mūsų pasiūlymas atitinka minimalius Pirkimo objektui keliamus reikalavimus.	We confirm that we have carefully read all the requirements of the Procurement conditions, and we confirm that our Tender complies with the minimum requirements for the object of the Procurement.
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	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

	subjektui raštu pareikalavus, bus pateikti dokumentai, patvirtinantys prekių (naudojamų medžiagų, įrangos) kilmės šalį ir gamintoją ir jo akcininkus.	the country of origin of the goods (materials used, equipment), the manufacturer and its shareholders will be submitted.
1.4.	Patvirtinu, kad teikiant Pasiūlymą nėra nei vienos iš šių sąlygų:	I confirm that none of the following conditions apply when submitting the Tender:
1.4.1.	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 ¹ ;	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 ² listed in Article 92 (15) of the LPP;
1.4.2.	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;
1.4.3.	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;
14.4.	Lietuvos Respublikos Vyriausybė, vadovaudamasi Nacionaliniam saugumui užtikrinti svarbių objektų apsaugos įstatyme įtvirtintais kriterijais, yra priėmusi sprendimą, patvirtinantį, kad šios dalies 14.1 ir 1.4.2 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 1.4.1. and 1.4.2. of the GPC do not meet national security interests;
1.4.5.	Tiekėjas, jo subtiekėjas, ūkio subjektas, kurio pajėgumais remiamasi, vykdo veiklą VPĮ 92 straipsnio 15 dalyje numatyta sąrašė nurodytose valstybėse ar teritorijose arba yra ūkio subjektų grupės, kurios bet kuris narys vykdo veiklą VPĮ 92 straipsnio 15 dalyje numatyta sąrašė nurodytose valstybėse ar teritorijose, narys arba jos vadovas, kitas valdymo ar priežiūros organo narys ar kitas (kiti) asmuo (asmenys), turintis (turintys) teisę atstovauti tiekėjui, subtiekėjui, ūkio subjektui, kurio pajėgumais remiamasi, ar jį kontroliuoti, jo vardu priimti sprendimą, sudaryti sandorį, ir tokiu būdu dalyvauja tokių ūkio subjektų grupių ir (ar) ūkio subjektų veikloje.	The supplier, its subcontractor, or the economic operator whose capacities are relied upon operate in the states or territories listed in Article 92(15) of the LPP or they are members of an economic operator group, any member of which operates in the states or territories listed in Article 92(15) of the LPP. Head of such a group, or any other member of its management or supervisory body, or any other individual(s) authorized to represent, control, make decisions on behalf of, or enter into agreements for the supplier, subcontractor, or the economic operator whose capacities are relied upon, participate in the activities of such economic operator groups and/or economic operators
1.5.	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.

¹ Rusijos Federacija; Baltarusijos Respublika; Rusijos Federacijos aneksuotas Krymas; Moldovos Respublikos Vyriausybės nekontroliuojama Padniestrės teritorija; Sakartvelo Vyriausybės nekontroliuojamos Abchazijos ir Pietų Osetijos teritorijos.

² Russian Federation; The Republic of Belarus; Crimea annexed by the Russian Federation; The territory of Transnistria not controlled by the Government of the Republic of Moldova; The territories of Abkhazia and South Ossetia which are not under the control of the Sakartveli Government.

1.6.	Deklaruojamoms aplinkybėms pasikeitus, įsipareigoju nedelsiant apie tai informuoti Perkantįjį subjektą.	If the declared circumstances change, I undertake to inform the Contracting Entity immediately.				
1.7.	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			
3.1.	Pasiūlymo kaina nurodoma eurai.		Tender price to be indicated in EUR.			
3.2.	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	Konkretus kiekis Paslaugų teikimo laikotarpiu ³ / Precise amount during Service provision period ⁴	Kaina*, Eur be PVM ⁵ / Price* in EUR, excluding VAT ⁶	PVM / VAT, Eur**	Pasiūlymo kaina, Eur su PVM ⁷ / Total Tender price in EUR, including VAT ⁸
1.	Jauniūnų dujų kompresorių stoties kompresorinių agregatų detalios techninės būklės įvertinimo paslaugos / detailed technical condition assessment of the Jauniūnai gas compressor station compressor units	Komplektas/ set	1	117.000,00 Euro Lump sum price for three trains, including subsistence charges.	0,00 Euro	117.000,00 Euro Hereinafter referred as to „Service Price“, including subsistence charges.

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

³ Nurodytas konkretus Pirkimo objekto kiekis.

⁴ The precise amount of Procurement object is indicated.

⁵ Kaina Eur be PVM apskaičiuojama padauginant kainą Eur be PVM iš nurodyto konkretaus kiekio.

⁶ The price in EUR excluding VAT is calculated by multiplying the price in EUR excluding VAT with the indicated precise amount.

⁷ Pasiūlymo kaina Eur su PVM turi apimti visas išlaidas, visus mokesčius ir apmokestinimus, mokėtinus pagal galiojančius Lietuvos Respublikos įstatymus.

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

⁸ 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.

****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: _____.**

4.	PASIŪLYMO GALIOJIMO TERMINAS	TENDER VALIDITY TERM
4.1.	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 .
5.	KONFIDENCIALI INFORMACIJA	CONFIDENTIAL INFORMATION
5.1.	<p>Visas Tiekėjo Pasiūlymas negali būti laikomas konfidencialia informacija⁹, 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 4 priedą „Konfidenciali informacija“ ir pateikti šios informacijos konfidencialumą pagrindžiančius dokumentus. Nepateikus prašomos informacijos ar konfidencialumo pagrindimo, bus laikoma, kad visa Pasiūlymą¹⁰ 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 5.2. punkte arba kai Tiekėjas buvo paprašytas pagrįsti Pasiūlymo</p>	<p>The entire Tender of the Supplier may not be considered confidential¹¹, 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. 4 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 Tender¹² 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 5.2. of this Tender form or when the Supplier was requested to provide justification for the</p>

⁹ 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.

¹⁰ **Pasiūlymas** – pagal Perkančiojo subjekto nustatytas Sąlygas bei terminus Tiekėjo raštu pateikiamų dokumentų ir duomenų visuma, kuria siūloma tiekti prekes, teikti paslaugas ar atlikti darbus.

¹¹ Pursuant to Article 32 (2) of the LP, the information cannot be considered confidential¹¹:

- 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.

¹² **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.

	informacijos konfidencialumą ir per Perkančiojo subjekto nustatytą terminą to nepadarė.	confidentiality of the information in the Tender and did not do so within the deadline set by the Contracting Entity.
5.2.	Mums žinoma, kad <u>Lentelėje Nr. 1 nurodyta Pasiūlyme pateikiama informacija negali būti konfidenciali ir pirkimo laimėjimo atveju privalo būti viešinama</u> vadovaujantis viešuosius pirkimus reglamentuojančių teisės aktų nuostatomis ir Viešųjų pirkimų tarnybos ¹³ (toliau – VPT) bei teismų formuojama praktika.	We know that in <u>the information indicated in the Table no. 1 and provided in the Tender cannot be confidential and must be made public</u> 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 ¹⁴ (hereinafter - PPO) and courts.

Lentelė Nr. 1 / Table No. 1

Eil. Nr. / No.	Su Pasiūlymu pateikiama informacija	Information provided in the Tender	Viešinimo pagrindas	Grounds for publicity
1.	Užpildyta Pasiūlymo forma	Filled in form of the 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	Information about the 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.
4.	Prekių, paslaugų ar darbų kaina/įkainiai	Price / rates of goods, services or works	Viešinama vadovaujantis PĮ 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.

5.3.	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.
------	---	--

¹³Daugiau apie konfidencialumą viešuosiuose pirkimuose VPT parengtoje metodikoje: http://vpt.lrv.lt/uploads/vpt/documents/files/mp/konfidenciali_informacija.pdf

¹⁴ You may find more on confidentiality in public procurement in information prepared in Lithuanian language by Public Procurement office: http://vpt.lrv.lt/uploads/vpt/documents/files/mp/konfidenciali_informacija.pdf

Mr. – Head of Field Service Operation

MAN Energy Solutions SE

Mr. – Head of Field Service Coordination

(Tiekėjo arba jo įgalioto asmens vardas, pavardė, parašas/ *name, surname, signature of the Supplier or a person authorised by the Supplier*)¹⁵

¹⁵ Jei dokumentą pasirašo Tiekėjo vadovo įgaliotas asmuo, prie Pasiūlymo turi būti pridėtas rašytinis įgaliojimas arba kitas dokumentas, suteikiantis parašo teisę. / *If the document is signed by a person authorised by the Supplier's CEO, the Tender must be accompanied by a written power of attorney or other document giving the right to sign.*