



**PASLAUGŲ VIESOJO PIRKIMO–PARDAVIMO SUTARTIES SPECIALIOJI DALIS /
SPECIAL PART OF THE CONTRACT FOR THE PUBLIC PROCUREMENT-SALE OF
SERVICES**

Vilnius
Nr. / No.

1. ŠALYS / PARTIES		
1.1. Užsakovas (Sutarties BD¹ 1.3 p.) / Customer (Point 1.3 of the GP of the Contract²)	1.1.1. Pavadinimas / Name	Valstybės įmonė Registrų centras / State Enterprise Centre of Registers
	1.1.2. Steigimo šalis / Country of incorporation	Lietuvos Respublika / Republic of Lithuania
	1.1.3. Juridinio asmens kodas / Code of legal entity	124110246
	1.1.4. Juridinių asmenų registas / Register of Legal Entities	Lietuvos Respublikos juridinių asmenų registras Register of Legal Entities of the Republic of Lithuania
	1.1.5. PVM mokėtojo kodas / VAT payer's code	LT241102419
	1.1.6. Banko sąskaita / Bank account	LT94 4010 0424 0005 0387
	1.1.7. Depozitinė banko sąskaita / Deposit bank account	LT14 7300 0101 3363 7868
	1.1.8. Faktinės buveinės adresas/ Address of the actual office	Lvivo g. 25-101, LT-09320 Vilnius / Lvivo str. 25-101, LT-09320 Vilnius
	1.1.9. Duomenys korespondencijai ir komunikacijai / Data for correspondence and communication	8 5 268 8262 info@registrucentras.lt
	1.1.10. Užsakovo atstovas, pasirašantis sutartį ir teisinis	

¹ dokumentas, kuris yra sudėtinė ir neatskiriama Sutarties dalis, nustatanti standartinės Sutarties nuostatas bei standartinės Užsakovo ir Tiekėjo teises, pareigas bei atsakomybę.

² A document that is an integral and inseparable part of the Contract establishing the standard provisions of the Contract and the standard rights, duties and responsibilities of the Customer and the Provider.

	pagrindas / Customer's representative signing the Contract and legal basis	Žydrūnas Radišauskas, Head of the Law Department, acting under the power of attorney No. F5-1 (1.13 E) of the Director General of the State Enterprise Centre of Registers of 2 January 2025
	1.1.11. Užsakovo atstovas, atsakingas už Sutarties vykdymą (Sutarties BD 20.2. p.) / Customer's representative responsible for the performance of the Contract (Point 20.2 of the GP of the Contract)	<input checked="" type="checkbox"/> – pažymėti, jeigu Užsakovo atstovas yra įgaliotas pasirašyti Aktą (Sutarties BD 1.1. p.) / <input checked="" type="checkbox"/> – tick if the Customer's representative is authorised to sign the Statement (Point 1.1. of the GP of the Contract)
1.2. Tiekėjas (Sutarties BD 1.4 p.) / Provider (Point 1.4 of the GP of the Contract)	1.2.1. Pavadinimas / Name	Deutsche Telekom Security GmbH
	1.2.2. Steigimo šalis / Country of incorporation	Vokietija / Germany
	1.2.3. Juridinio asmens kodas / Code of legal entity	HRB 15241
	1.2.4. Juridinių asmenų registras /	Vokietijos Federacinės Respublikos juridinių asmenų registras / Register of Legal Entities of the Federal Republic of Germany
	1.2.5. PVM mokėtojo kodas / VAT payer's code	DE254595345
	1.2.6. Banko sąskaita / Bank account	IBAN: DE83370800400210047200 SWIFT-Code: DRESDEFF370
	1.2.7. Faktinės buveinės adresas / Address of the actual office	Friedrich-Ebert-Allee 71-77, 53113 Bonn, Vokietija / Friedrich-Ebert-Allee 71-77, 53113 Bonn, Germany
	1.2.8. Duomenys korespondencijai ir komunikacijai / Data for correspondence and communication	
	1.2.9. Tiekėjo atstovas, pasirašantis	

	<p>sutartį ir teisinis pagrindas / Provider's representative signing the contract and legal basis</p>	
	<p>1.2.10. Tiekėjo atstovas, atsakingas už Sutarties vykdymą (Sutarties BD 20.1. p.) / Provider's representative responsible for the performance of the Contract (Point 20.1 of the GD of the Contract)</p>	<p><input checked="" type="checkbox"/> – pažymėti, jeigu Tiekėjo atstovas yra įgaliotas pasirašyti Aktą (Sutarties BD 1.1 p.) /</p> <p><input checked="" type="checkbox"/> – tick if the Provider's representative is authorised to sign the Statement (Point 1.1 of the GP of the Contract)</p>
2. PIRKIMO DUOMENYS / PROCUREMENT DATA		
2.1. Pirkimo būdas / Procurement method	Skelbiama apklausa / Survey announced	
2.2. Pirkimo pavadinimas / Procurement title	Kvalifikuotų patikimumo užtikrinimo paslaugų atitikties reglamente (ES) Nr. 910/2014 nustatytiems reikalavimams auditas / Audit of Compliance of qualified trust services with the Requirements set out in Regulation (EU) No 910/2014	
2.3. Pirkimo CVP IS ID / Procurement CPP IS ID	560674	
2.4. Sprendimo sudaryti sutartį pagrindas / Basis for the decision to enter into the Contract	2025-01-15 valstybės įmonės Registrų centro pirkimų organizatoriaus sprendimas Nr. PRO-/2025 / 2025-01-15 Decision No of the Procurement Organiser of the State Enterprise Centre of Registers PRO-/2025	
3. SUTARTIES OBJEKTAS / SUBJECT OF THE CONTRACT		
3.1. Šios Sutarties objektas / Subject of the Contract	Kvalifikuotų patikimumo užtikrinimo paslaugų atitikties reglamente (ES) Nr. 910/2014 nustatytiems reikalavimams auditas (toliau – Paslaugos) / Audit of Compliance of qualified trust services with the Requirements set out in Regulation (EU) No 910/2014 (hereinafter referred to as the Services)	
3.2. Sutarties galiojimo terminas / Term of validity of the Contract	iki visiško prievolių įvykdymo, tačiau ne ilgiau, kaip 23 mėnesius nuo sutarties įsigaliojimo dienos / until full performance of the obligations; however not longer than 23 months from the date of entry into force thereof	
3.3. Paslaugų teikimo vieta / Place of delivery of the Services	Nuotoliniu būdu, esant poreikiui, Užsakovo teritoriniame padalinyje Lietuvos Respublikoje / Remotely, if necessary, at the Customer's territorial unit in the Republic of Lithuania	

3.4. Paslaugų aprašymas ir kiti reikalavimai Paslaugoms nustatyti Sutartyje, įskaitant, bet neapsiribojant / Description of Services and other requirements for the Services set forth in the Contract, including but not limited to	Sutarties 2 priedu „Techninė specifikacija“ (toliau – Techninė specifikacija) ir Pasiūlymu / Annex 2 to the Contract ‘Technical Specification’ (hereinafter referred to as the Technical Specification) and the Tender Bid
3.5. Paslaugų teikimo terminas / Term of delivery of the Services	Atitikties vertinimo ataskaita turės būti parengta iki 2025 m. birželio 2 d. imtinai; Konsultacijos, esant poreikiui, turės būti teikiamos visu Paslaugų teikimo laikotarpiu: 22 mėnesius nuo Sutarties įsigaliojimo dienos. / The Conformity Assessment Report shall have to be completed up to 2 June 2025 (inclusive); Consultation shall have to be provided throughout the duration of the Services, if required: 22 months from the date of entry into force of the Contract
3.6. Paslaugų teikimo termino pratęsimas ir sąlygos / Extension of the term of delivery of the Services and conditions	-
3.7. Paslaugos pagal Sutartį perkamos įgyvendinant iš Europos Sąjungos lėšų bendrai finansuojamą projektą / Services under the Contract procured in the framework of a project co-financed by the European Union	-
4. SUTARTIES ĮSIGALIOJIMAS, ĮVYKDYMO UŽTIKRINIMAS / ENTRY INTO FORCE OF THE CONTRACT, PERFORMANCE GUARANTEE	
4.1. Sutartis įsigalioja ją pasirašius abiem šalims. Sutarties įvykdymo užtikrinimas yra nereikalaujamas. / The Contract shall come into force when both Parties sign it. No Contract Performance Guarantee is required.	
5. ŠALIŲ TEISĖS IR PAREIGOS / RIGHTS AND OBLIGATIONS OF THE PARTIES	
5.1. Užsakovo įsipareigojimai / Obligations of the Customer	
5.1.1. Tiekėjo suteiktų Paslaugų patikrinimo terminas iki Paslaugų priėmimo-perdavimo akto pasirašymo dienos / Time limit for inspection of the Services provided by the Provider before the date of signing the Statement of Transfer and Acceptance of the Services	5 darbo dienos / 5 working days
5.1.2. Kiti Užsakovo įsipareigojimai / Other obligations of the Customer	-
5.2. Kitos Užsakovo teisės / Other rights of the Customer	Užsakovas nesikreipdamas į teismą, gali vienašališkai nutraukti Sutartį, raštu įspėję kitą sutarties Šalį prieš 3 (tris) mėnesius. / The Customer may unilaterally terminate the Contract in an out-of-court procedure by giving a written notice to the other Party of the Contract 3 (three) months in advance
5.3. Tiekėjo įsipareigojimai / Obligations of the Provider	

<p>5.3.1. Terminas per kurį Tiekėjas turi raštu informuoti Užsakovą apie bet kurias aplinkybes, kurios trukdo ir (ar) gali sutrukdyti Tiekėjui įvykdyti sutartinius įsipareigojimus Sutartyje nustatytais terminais bei tvarka /</p> <p>Time limit for the Provider to inform the Customer in writing of any circumstances which hinder and/or may prevent the Provider from fulfilling its contractual obligations in accordance with the terms and conditions set out in the Contract</p>	<p>5 darbo dienos / 5 working days</p>
<p>5.3.2. Kiti Tiekėjo įsipareigojimai / Other obligations of the Provider</p>	<p>-</p>
<p>5.4. Kitos Tiekėjo teisės / Other rights of the Provider</p>	<p>Tiekėjas, nesikreipdami į teismą, gali vienašališkai nutraukti Sutartį, raštu įspėję kitą sutarties Šalį prieš 3 (tris) mėnesius. /</p> <p>The Provider may unilaterally terminate the Contract in an out-of-court procedure by giving a written notice to the other Party of the Contract 3 (three) months in advance.</p>
<p>6. SUTARTIES KAINA IR MOKĖJIMO TVARKA / CONTRACT PRICE AND PAYMENT PROCEDURE</p>	
<p>6.1. Sutarčiai taikoma kainodara / Pricing applied to the Contract</p>	<p>Fiksuotos kainos ir fiksuoto įkainio (vadovaujantis Kainodaros taisyklių nustatymo metodika, patvirtinta Viešųjų pirkimų tarnybos direktoriaus 2017 m. birželio 28 d. įsakymu Nr. 1S-95 „Dėl kainodaros taisyklių nustatymo metodikos patvirtinimo“) /</p> <p>Fixed price and fixed rate (in accordance with the Methodology for Establishing Pricing Rules approved by Order No 1S-95 of the Director of the Public Procurement Office of 28 June 2017 On Approval of the Methodology for Establishing Pricing Rules)</p>
<p>6.2. Pradinės sutarties vertė, EUR, be PVM (Sutarties BD 5.2. p.) / Initial Contract Value, EUR, excluding VAT (Point 5.2 of the GP of the Contract)</p>	<p>52000,00</p>
<p>6.3. Šioje Sutartyje Pradinės Sutarties vertė yra lygi / In this Contract, the Initial Contract Value is equal to</p>	<p>Pasiūlymo kainai be PVM, apskaičiuotai sudauginus maksimalų Paslaugų kiekį iš Tiekėjo pasiūlytos kainos/įkainio (-ių) be PVM. /</p> <p>The tender bid price, excluding VAT, calculated by multiplying the maximum quantity of the Services by the price rate(s) offered by the Provider, excluding VAT.</p>
<p>6.4. Sutarties kaina, EUR, su PVM (Sutarties BD 5.3. p.) / Contract price, EUR, including VAT (Point 5.3 of the GP of the Contract)</p>	<p>Netaikoma. / Not applicable.</p>
<p>6.5. Paslaugų kainos/įkainių perskaičiavimo tvarka /</p>	<p>6.5.1. Paslaugos kaina / įkainiai Sutarties galiojimo laikotarpiu galės būti perskaičiuojami ir keičiami pirmą kartą ne anksčiau nei praėjus 6 mėnesiams po pasiūlymų pateikimo termino dienos, jeigu Valstybės</p>

Procedure for the recalculation of Service prices/rates

duomenų agentūros (anksčiau-Lietuvos statistikos departamentas) (www.stat.gov.lt) ūkio subjektams suteiktų paslaugų kainų pokytis (k) yra didesnis kaip 5 proc.

6.5.1.1. Atlikdamos perskaičiavimą, šalys vadovaujasi Valstybės duomenų agentūros viešai paskelbtais rodiklių duomenų bazės duomenimis, iš kitos šalies nereikalaujamos pateikti oficialaus Valstybės duomenų agentūros ar kitos institucijos išduoto dokumento ar patvirtinimo.

6.5.1.2. Įkainio/kainos perskaičiavimą inicijuojanti Šalis turi informuoti kitą Šalį raštu apie pageidavimą perskaičiuoti įkainį. Šalis, inicijuodama kainos / įkainių perskaičiavimą, privalo raštu pateikti pasiūlymą, atsižvelgdama į sutartyje numatytą perskaičiavimą dėl kainos / įkainių peržiūros, kartu su atliktais skaičiavimais.

6.5.1.3. Nauji įkainiai apskaičiuojami pagal formulę:

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

a – įkainis (Eur be PVM)) (jei jis jau buvo perskaičiuotas, tai po paskutinio perskaičiavimo);
 a₁ – perskaičiuotas (pakeistas) įkainis (Eur be PVM);
 k – Pagal Ūkio subjektams suteiktų paslaugų kainų indeksą „M692 Apskaitos, buhalterijos ir audito veikla“ apskaičiuotas Ūkio subjektams suteiktų paslaugų kainų pokytis (padidėjimas arba sumažėjimas) (%). „k“ reikšmė skaičiuojama pagal formulę:

$$k = \frac{Ind_{\text{naujausias}}}{Ind_{\text{pradžia}}} \times 100 - 100 \quad (\text{proc.}), \text{ kur}$$

Ind_{naujausias} – kreipimosi dėl kainos perskaičiavimo išsiuntimo kitai šaliai datą naujausias paskelbtas Ūkio subjektams suteiktų paslaugų kainų indeksas „M692 Apskaitos, buhalterijos ir audito veikla“;

Ind_{pradžia} – laikotarpio pradžios datos (mėnesio) Ūkio subjektams suteiktų paslaugų kainų indeksas „M692 Apskaitos, buhalterijos ir audito veikla“

Perskaičiuotieji įkainiai / kaina taikomi užsakymams, pateiktiems po to, kai Šalys sudaro susitarimą dėl įkainių / kainos perskaičiavimo.

6.5.1.4. Pirmojo perskaičiavimo atveju laikotarpio pradžia (mėnuo) yra Paskutinės pirkimo, kurio pagrindu sudaryta ši Pirkimo sutartis, pasiūlymų pateikimo termino dienos mėnuo.

6.5.1.5. Antrojo ir vėlesnių perskaičiavimų atveju laikotarpio pradžia (mėnuo) yra paskutinio perskaičiavimo metu naudotos paskelbto atitinkamo indekso reikšmės mėnuo.

6.5.1.6. Vėlesnis kainų / įkainių perskaičiavimas negali apimti laikotarpio, už kurį jau buvo atliktas perskaičiavimas.

6.5.2. Jei Sutarties kaina buvo peržiūrėta pagal Sutartyje nurodytas kainų peržiūros sąlygas,

atitinkamai patikslinama (didėja arba mažėja)
Pradinės sutarties vertė.

/

6.5.1. During the term of the Contract, the price / rate of the Services may be recalculated and changed for the first time not earlier than 6 months after the date of submission of tender bids if the change in prices of services (k) provided to economic operators specified by the State Data Agency (formerly the Statistics Lithuania) (www.stat.gov.lt) is more than 5%.

6.5.1.1. When performing the recalculation, the Parties shall follow the data of the Indicators Database published by the State Data Agency, and the other Party shall have no need to provide an official document or confirmation issued by the State Data Agency or another institution.

6.5.1.2. The Party, initiating the recalculation of the price/rate, must inform the other Party in writing about the wish to recalculate the rate. The Party, initiating the recalculation of the price/rate, must submit a proposal in writing, considering the recalculation of the price/rate provided for in the Contract, which is supported by the calculations.

6.5.1.3. New rates shall be calculated according to the formula:

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

a – rate (EUR excluding VAT) (if it has already been recalculated, then after the last recalculation)

a₁ – recalculated (revised) rate (EUR excluding VAT)

k – change (increase or decrease) (%) in the price of the services provided to economic operators calculated with reference to the price index of the services provided to economic operators 'M692 Accounting, bookkeeping and auditing activities'. The value of 'k' is calculated using the formula:

$$k = \frac{Ind_{naujausias}}{Ind_{pradžia}} \times 100 - 100 \quad (\text{in } \%), \text{ where}$$

Ind_{naujausias} – the most recent price index of the services provided to economic operators 'M692 Accounting, bookkeeping and auditing activities' published on the date of sending the request to the other Party regarding the recalculation of price

Ind_{pradžia} – price index of services provided to economic operators 'M692 Accounting, bookkeeping and auditing activities' at the start date of the period (month). Recalculated rates/price shall apply to the orders submitted after the Parties have concluded an arrangement on the recalculation off rates/price.

6.5.1.4. In case of the first recalculation, the beginning of the period (month) shall be the month of the last day of the deadline for submission of tender bids, which serve as a ground for conclusion of the Procurement Contract.

7.1. Akto pasirašymo terminas / Deadline for signing the Statement	5 darbo dienos / 5 working days
7.2. Akto pasirašymo periodiškumas / Periodicity of signing the Statement	Tiekėjui atlikus auditą, ir pateikus galutinę Atitikties vertinimo ataskaitą, Tiekėjas pateikia suteiktų audito paslaugų aktą (vieną aktą per visą Sutarties galiojimo laikotarpį). Suteiktų konsultacijų faktiniai kiekiai perduodami Užsakovui, Šalims pasirašant per praėjusį mėnesį suteiktų Paslaugų aktą. Aktas pasirašomas vieną kartą per mėnesį. / After the Provider has completed the audit and submitted the final Conformity Assessment Report, the Provider submits a certificate of the audit services provided (one Statement during the entire period of validity of the Agreement). The actual quantities of the provided consultations are forwarded to the Customer, when the Parties sign the Statement of Services Provision during the previous month. The Statement is signed once a month.
8. PASLAUGŲ KOKYBĖ / QUALITY OF THE SERVICES	
8.1. Paslaugų Garantinis terminas / Guarantee term of the Services	-
8.2. Paslaugų trūkumų pastebėtų Paslaugų perdavimo – priėmimo metu ar (ir) po Akto pasirašymo pašalinimo terminas / Deadline for removal of Service deficiencies observed during the transfer - acceptance of the Services and/or after the signing of the Statement	10 darbo dienų nuo informavimo apie pastebėtus trūkumus / 10 working days from sending a notification of the deficiencies observed
9. ŠALIŲ ATSAKOMYBĖ / RESPONSIBILITY OF THE PARTIES	
9.1. Užsakovui laiku nesumokėjus Tiekėjui dėl Užsakovo kaltės, Tiekėjas turi teisę reikalauti nurodyto dydžio delspinigių už kiekvieną uždelstą kalendorinę dieną nuo vėluojamos sumokėti sumos / If the Customer fails to pay the Provider on due time by the Customer's fault, the Provider shall have the right to demand default interest of the specified amount for each delayed calendar day from the overdue amount	0,05 proc. už kiekvieną dieną nuo vėluojamos sumokėti sumos (be PVM) / 0.05% for each day of the overdue amount (excluding VAT)
9.2. Jeigu Tiekėjas nevykdo, netinkamai vykdo ar vėluoja vykdyti sutartinius įsipareigojimus per Sutartyje ir (ar) Techninėje specifikacijoje nurodytus terminus, Užsakovui raštu pareikalavus, Tiekėjas turi sumokėti nurodyto dydžio delspinigius / If the Provider does not perform, performs improperly or is late in performing contractual obligations within the terms specified in the Contract and/or Technical Specification, the Provider must pay the specified amount of penalty	0,05 proc. nuo neįvykdytų įsipareigojimų, t. y. konkrečios užsakymo vertės, už kiekvieną uždelstą vykdyti ar ištaisyti netinkamai vykdomus sutartinius įsipareigojimus dieną (be PVM) / 0.05% of outstanding obligations, i.e. the specific value of the order, for each day of delay in performance or remedy of unsatisfactory performance of contractual obligations (excluding VAT)

charges upon a written request of the Customer	
<p>9.3. Nutraukus Sutartį dėl Tiekėjo padaryto esminio Sutarties pažeidimo, Tiekėjas privalo sumokėti nurodyto dydžio baudą, kuri laikytina minimaliais Užsakovo nuostoliais. Baudos sumokėjimas nesiejamas su visišku Užsakovo patirtų nuostolių atlyginimu ir neatleidžia Tiekėjo nuo pareigos juos visiškai atlyginti. Užsakovas turi teisę išskaičiuoti baudą iš Tiekėjui mokėtinų sumų, o jei mokėtinų sumų nėra, Tiekėjas privalo sumokėti baudą per 5 (penkias) darbo dienas nuo Užsakovo rašytinio pareikalavimo gavimo dienos /</p> <p>Upon termination of the Contract due to material breach thereof by the Provider, the Provider must pay a fine of the specified amount, which shall be considered as the minimum loss of the Customer. Payment of the fine shall not be associated with the full compensation for the losses suffered by the Customer and shall not release the Provider from the obligation to compensate them in full. The Customer shall have the right to deduct the fine from the amounts due to the Provider, and if there are no amounts due, the Provider must pay the fine within 5 (five) working days from the date of receipt of a written claim of the Customer</p>	<p>10 proc. nuo Pradinės sutarties vertės (be PVM) /</p> <p>10% of the Initial Contract Value (excluding VAT)</p>
<p>9.4. Sutarties šalių civilinė atsakomybė /</p> <p>Civil liability of the Parties to the Contract</p>	<p>Jei Tiekėjas ar su juo susiję asmenys (pvz., subtiekėjas, ūkio subjektas, tretieji asmenys, darbuotojai ir kt.), nevykdo arba netinkamai vykdo šioje Sutartyje numatytus įsipareigojimus, nesilaiko galiojančių teisės aktų reikalavimų, ir dėl to bet kuris trečiasis asmuo (kompetentingos įgaliotos valstybės institucijos ar organizacijos ir pan.) pritaiko baudas ar kitas sankcijas Užsakovui, ir (ar) Užsakovas patiria kitų nuostolių dėl netinkamo sutarties vykdymo arba nevykdymo, Tiekėjas įsipareigoja atlyginti Užsakovui visus jo dėl to patirtus tiesioginius nuostolius (žalą) bei papildomas išlaidas, neviršijant 25 proc. Pradinės sutarties vertės Eur be PVM, jei teisės aktai nenumato, kad privalo būti kompensuota didesnė suma. Kompensuojamos sumos apribojimas netaikomas, jei žala atsirado dėl tyčios ar didelio neatsargumo ar intelektualinės nuosavybės teisių pažeidimų.</p> <p>Tiekėjas visais atvejais atsako už Užsakovui paslaugų tiekimo metu jo pasitelktų asmenų padarytus tiesioginius nuostolius ar žalą. /</p> <p>If the Tenderer or its related persons (e.g., sub-</p>

	<p>provider, economic operator, third parties, employees, etc.) fails to perform or improperly performs its obligations under this Contract, fails to comply with the applicable legal requirements, and, as a result of such failure, any third party (the competent authorised public authorities or organisations, etc.) imposes fines or other sanctions on the Customer, and/or the Customer suffers any other loss as a result of the improper performance or non-performance of the Contract, the Tenderer undertakes to indemnify the Customer against all direct losses (damages) and additional costs incurred by the latter as a result, up to a maximum limit of 25% of the Initial Contract Value in EUR excl. VAT, unless legal acts provide that a higher amount must be compensated. The limitation on the compensated amount shall not apply if the damage is caused by intent or gross negligence, violations of intellectual property rights.</p> <p>The Provider shall in all cases be liable for direct losses or damage caused to the Customer by the persons involved by the Provider during the provision of the Services.</p>
10.SUBTIEKĒJAI, ŪKIO SUBJEKTAI, SUTARTIES VYKDYMUI TIEKĒJO PASKIRTI SPECIALISTAI / SUB-PROVIDERS, ECONOMIC OPERATORS AND SPECIALISTS DESIGNATED BY THE PROVIDER FOR THE PERFORMANCE OF THE CONTRACT	
<p>10.1. Sutarties vykdymui Tiekėjas pasitelkia šiuos subtiekėjus. / The Provider shall use the following sub-providers for the performance of the Contract.</p>	-
<p>10.2. Sutarties vykdymui Tiekėjas pasitelkia šiuos ūkio subjektus, kurių kvalifikacija remiasi, kad atitiktų Pirkimo dokumentuose nustatytus kvalifikacijos reikalavimus. / For the performance of the Contract, the Provider shall use the following economic operators whose qualifications it relies on to meet the qualification requirements set out in the Procurement documents.</p>	-
<p>10.3. Sutarties vykdymui Tiekėjas pasitelkia šiuos specialistus, kurių kvalifikacija remiasi, kad atitiktų Pirkimo dokumentuose nustatytus kvalifikacijos reikalavimus. / For the performance of the Contract, the Provider shall use the following specialists whose qualifications it relies on to meet the qualification requirements set out in the Procurement documents.</p>	-
<p>10.4. Sutarties vykdymui Tiekėjas pasitelkia šiuos specialistus. / The Provider shall use the following specialists for the</p>	-

performance of the Contract.		
11. KITOS SĄLYGOS / OTHER PROVISIONS		
11.1. Sutarties BD 18 (Intelektinės nuosavybės teisės) skyriaus nuostatų taikymas / Application of the provisions of Chapter 18 (Intellectual Property Rights) of the GP of the Contract	Netaikomos. / Not applicable.	
12. PRIEDAI / ANNEXES		
12.1. Priedas Nr. 1 / Annex No. 1	Paslaugų teikimo sutarties bendroji dalis / General Part of the Service Contract	
12.2. Priedas Nr. 2 / Annex No. 2	Techninė specifikacija / Technical Specification	
12.3. Priedas Nr. 3 / Annex No. 3	Pasiūlymas / Tender Bid	
12.4. Priedas Nr. 4 / Annex No. 4	Paslaugų perdavimo-priėmimo akto forma / Form of the Statement of Transfer and Acceptance of the Services	
12.5. Priedas Nr. 5 / Annex No. 5	Sertifikavimo veiklos nuostatai / Certification Practice Statement	
12.6. Priedas Nr. 6 / Annex No. 6	Sertifikavimo ir atitikties vertinimo politika / Certification and Conformity Assessment Policy	
13. ŠALIŲ JURIDINIAI ADRESAI, REKVIZITAI IR PARAŠAI / LEGAL ADDRESSES, DETAILS AND SIGNATURES OF THE PARTIES		
UŽSAKOVAS / CUSTOMER:		TIEKĖJAS / PROVIDER:
Valstybės įmonė Registrų centras / State Enterprise Centre of Registers		Deutsche Telekom Security GmbH
Teisės departamento vadovas / Head of the Law Department Žydrūnas Radišauskas		

PASLAUGŲ VIEŠOJO PIRKIMO–PARDAVIMO SUTARTIES BENDROJI DALIS

1. SUTARTIES SĄVOKOS

Šioje Sutartyje didžiąja raide rašomos pagrindinės sąvokos turi žemiau nurodytas reikšmes:

1.1. Aktas – Tiekėjui suteikus Paslaugas, pristačius Prekes ar įvykdžius Darbus Šalių (igaliotų asmenų, už sutarties tinkamą vykdymą atsakingo asmens) pasirašomas Paslaugų, Prekių ar (ir) Darbų perdavimo – priėmimo aktas ar kitas lygiavertis dokumentas, patvirtintas Šalių parašais.

1.2. CVP IS – Centrinė viešųjų pirkimų informacinė sistema, leidžianti Užsakovui elektroniniu būdu organizuoti, o tiekėjams – dalyvauti viešuosiuose pirkimuose.

1.3. Užsakovas – Sutarties SD nurodytas juridinis asmuo, perkantis Sutarties SD nurodytą Sutarties objektą.

1.4. Tiekėjas – asmuo ar asmenų grupė, nurodytas šios Sutarties SD, teikiantis Sutartyje nurodytas Paslaugas Užsakovui.

1.5. Šalis – Užsakovas arba Tiekėjas, kiekvienas atskirai. Šalys – Užsakovas ir Tiekėjas abu kartu.

1.6. Trečioji šalis – bet kuris kitas fizinis arba juridinis asmuo, kuris nėra šios Sutarties Šalis.

1.7. Ūkio subjektas – juridinis arba fizinis asmuo, kurio pajėgumais remiasi Tiekėjas, kad atitiktų Pirkimo sąlygose nustatytus kvalifikacijos reikalavimus. Tuo atveju, Jei Tiekėjas tik remiasi kito ūkio subjekto ištekliais, toliau Sutartyje tokie ūkio subjektai vadinami Trečiaisiais asmenimis.

1.8. Įstatymas – Lietuvos Respublikos viešųjų pirkimų įstatymas.

1.9. Sutarties kaina – Sutarties SD nurodyta pagal Sutartį Tiekėjui mokėtina bendra suma, nurodyta Sutarties SD 6.4. p.

1.10. Pradinė sutarties vertė – Sutarties SD nurodyta bendra Sutarties kaina (be PVM), neatsižvelgiant į Sutarties pakeitimus po jos sudarymo.

1.11. Paslaugos – Sutarties SD nurodytos Paslaugos, teikiamos Sutartyje nustatyta tvarka ir terminais.

1.12. Pasiūlymas – Perkančiajai organizacijai vykdant Pirkimo procedūras, Tiekėjo pateiktų dokumentų visuma.

1.13. Pirkimo sąlygos – Užsakovo vykdytų Pirkimo procedūrų metu tiekėjams pateiktų Pirkimo dokumentų visuma, kuriais vadovaujantis Tiekėjas pateikė Pasiūlymą.

1.14. Sutartis – ši sutartis, kurią sudaro Sutarties SD, Sutarties BD ir Sutarties SD išvardyti priedai ir Susitarimai.

1.15. Sutarties Bendroji dalis (toliau – Sutarties BD) – šis dokumentas, kuris yra sudėtinė ir neatskiriama Sutarties dalis, nustatanti standartines Sutarties nuostatas bei standartines Užsakovo ir Tiekėjo teises, pareigas bei atsakomybę.

1.16. Sutarties Specialioji dalis (toliau – Sutarties SD) – Sutarties specialioji dalis, kurioje detalizuojamas Sutarties objektas, Paslaugų apimtis, kaina bei įkainiai (jei taikomi), kainos / įkainių peržiūros procedūra, Paslaugų teikimo terminai bei kitos Šalių sutartos sąlygos.

1.17. Sutarties įvykdymo užtikrinimas – Lietuvos Respublikoje ar užsienio valstybėje registruoto banko ar kitos kredito įstaigos išduota Sutarties sąlygų įvykdymo užtikrinimo garantija, draudimo bendrovės išduotas laidavimo draudimo raštas, arba Tiekėjo išduota garantija deponuojant lėšas Užsakovo banko sąskaitoje.

1.18. Techninė specifikacija – dokumentas, kuriame nurodytas Pirkimo objekto aprašymas, techniniai, kokybės ir kiti reikalavimai.

1.19. Teisės aktai – Lietuvos Respublikos Konstitucijoje, Lietuvos Respublikos teisėkūros pagrindų įstatyme ir kituose Lietuvos Respublikos įstatymuose įtvirtinta tvarka ir forma priimtas teisės aktas, kuriame nustatomos, keičiamos ar naikinamos teisės normos, skirtos neapibrėžtai subjektų ar atvejų grupei.

1.20. Užsakymas – Tiekėjui raštu teikiamas užsakymas dėl Paslaugų teikimo. Užsakymas laikomas gautu jo išsiuntimo dieną arba po 5 (penkių) dienų, jei siunčiamas Šalies registruotu paštu arba laikomas gautu įteikimo momentu, jei įteikiamas tiesiogiai.

1.21. Specialistas – Sutartyje numatytų Paslaugų teikimui Tiekėjo pasitelkiamas specialistas (darbuotojas), kurio profesine kvalifikacija ir (arba) patirtimi rėmėsi Tiekėjas tam, kad atitiktų Pirkimo dokumentuose nustatytus kvalifikacijos reikalavimus (jei taikoma), ir (arba) į kurio kvalifikaciją atsižvelgė Užsakovas, vertindamas Tiekėjo pasiūlymą (jei taikoma).

2. SUTARTIES OBJEKTAS

2.1. Šios Sutarties objektas yra nurodytas Sutarties SD.

2.2. Sutarties pagrindu gali būti teikiamos Paslaugos ar su Paslaugomis susijusios Prekės ir (ar) atliekami Darbai, kuriems *mutatis mutandis* taikomos Sutarties nuostatos ir Teisės aktų reikalavimai pagal Prekių / Darbų pobūdį bei Techninės specifikacijos reikalavimus.

3. SUTARTIES ĮSIGALIOJIMAS, ĮVYKDYMO UŽTIKRINIMAS, STRUKTŪRA IR AIŠKINIMAS

3.1. Sutarties įsigaliojimas yra nurodytas Sutarties SD.

3.2. Sutarties įvykdymo užtikrinimo taikymas yra nurodytas Sutarties SD (jei taikoma).

3.2.1. Sutarties įvykdymo užtikrinimas yra skirtas visų Tiekėjo sutartinių įsipareigojimų įvykdymo užtikrinimui, įskaitant, bet neapsiribojant, netesybų mokėjimui užtikrinti. Jei Sutartis yra nutraukiama dėl bet kokios priežasties, Sutarties įvykdymo užtikrinimas gali būti panaudotas bet kokiai iš Tiekėjo Užsakovui priklausančiai pinigų sumai susigrąžinti. Sutarties įvykdymo užtikrinimu Užsakovas gali pasinaudoti, nepriklausomai nuo Sutarties nutraukimo.

3.2.2. Pratęsus Tiekėjo sutartinių įsipareigojimų įvykdymo terminą, atitinkamai turi būti pratęstas ir Sutarties įvykdymo užtikrinimo galiojimo terminas. Tiekėjas turi užtikrinti, kad pratęsiant Sutarties įvykdymo užtikrinimo terminą neatsirastų laikotarpis, per kurį Tiekėjo prievolių vykdymas būtų neužtikrintas.

3.2.3. Sutarties įvykdymo užtikrinimas ir (ar) užtikrinimą patvirtinantis dokumentas per 5 darbo dienas nuo Tiekėjo rašytinio pareikalavimo pateikimo momento grąžinamas Tiekėjui, jei jis laiku ir tinkamai įvykdė visus sutartinius įsipareigojimus arba Sutarties įvykdymo užtikrinimas tapo nebereikalingas.

3.2.4. Jeigu Sutarties galiojimo metu, baigiasi Sutarties sąlygų vykdymo užtikrinimas, Tiekėjas ne vėliau, kaip likus 10 darbo dienų iki Sutarties sąlygų įvykdymo užtikrinimo pabaigos, turi pateikti Užsakovui naują Sutarties sąlygų įvykdymo užtikrinimo dokumentą, kuris galiotų iki Sutarties galiojimo pabaigos.

3.2.5. Tiekėjas įsipareigoja Užsakovui pasinaudojus sutarties įvykdymo užtikrinimu, per 10 darbo dienų pateikti naują Sutarties sąlygų įvykdymo užtikrinimo dokumentą.

3.3. Ši Sutartis yra vientisas ir nedalomas dokumentas, kurį sudaro visi toliau išvardinti dokumentai. Sutarties aiškinimo ir taikymo tikslais nustatoma tokia Sutarties dokumentų viršenybės tvarka:

- 3.3.1. Skelbimas apie pirkimą;
- 3.3.2. Sutarties SD;
- 3.3.3. Sutarties SD priedas „Techninė specifikacija“;
- 3.3.4. Sutarties BD;
- 3.3.5. Pirkimo sąlygos;
- 3.3.6. Pirkimo sąlygų priedai;
- 3.3.7. Tiekėjo pasiūlymas.

3.4. Jei Sutarties dokumentuose yra neaiškumų, neatitikimų ar prieštaravimų, taisyklės, nustatytos aukštesnės galios Sutarties dokumente, visuomet yra laikomos pakeičiančiomis žemesnės galios Sutarties dokumente nustatytas analogiškas taisykles nuo Sutarties įsigaliojimo dienos. Tuo atveju, jei Sutarties dalimi laikomi Paslaugų teikėjo pateikti dokumentai, įskaitant licencijas, jų naudojimo taisyklės ar pan., tai visos Paslaugų teikėjo pateiktų dokumentų nuostatos, prieštaraujančios Įstatymui ir (ar) Pirkimo sąlygoms, laikomos negaliojančiomis

3.5. Sutarčiai taikoma ir ji aiškinama pagal Lietuvos Respublikos teisę. Visoms teisėms ir įsipareigojimams pagal Sutarčių yra taikomi Lietuvos Respublikos teisės aktai.

4. ŠALIŲ TEISĖS IR PAREIGOS

4.1. Užsakovas įsipareigoja:

4.1.1. per Sutarties SD nurodytą terminą, bet ne vėliau kaip iki Akto pasirašymo, patikrinti suteiktas Paslaugas bei įforminti patikrinimo rezultatus;

4.1.2. priimti Sutartyje nustatytais terminais ir tvarka Tiekėjo suteiktas Paslaugas, atitinkančias Techninės specifikacijos nustatytus reikalavimus;

4.1.3. sumokėti Tiekėjui už priimtas Paslaugas Sutartyje nustatytą kainą Sutartyje nustatytais sąlygomis ir tvarka;

4.1.4. bendradarbiauti su Tiekėju: suteikti Tiekėjui jo pagrįstai prašomą, Užsakovo turimą informaciją ir (ar) dokumentus, būtinus Sutarčiai tinkamai ir laiku įvykdyti;

4.2. tinkamai vykdyti kitus įsipareigojimus, numatytus Sutartyje ir Lietuvos Respublikoje galiojančiuose teisės aktuose.

4.3. Kiti Užsakovo įsipareigojimai nurodyti Sutarties SD.

4.4. **Užsakovas turi teisę:**

4.4.1. reikalauti, kad Tiekėjas tinkamai ir laiku vykdytų įsipareigojimus, nurodytus Sutartyje bei Lietuvos Respublikoje galiojančiuose teisės aktuose;

4.4.2. tikrinti Paslaugų teikimo procesą tiek, kiek tai susiję su teikiamų Paslaugų kokybe, pareikšti Tiekėjui pastabas ir pasiūlymus dėl Paslaugų teikimo. Užsakovo pastebėti trūkumai fiksuojami raštu arba el. paštu ir turi būti Tiekėjo sąskaita ištaisyti per Užsakovo nurodytą terminą;

4.4.3. neapmokėti Europos elektroninių sąskaitų faktūrų standarto neatitinkančių sąskaitų, jeigu Tiekėjas jas pateikia ne Sutarties 5.10 punkte numatytais priemonėmis;

4.4.4. išskaičiuoti netesybas ir kitus dėl Tiekėjo kaltės patirtus nuostolius iš Tiekėjui mokėtinų sumų, apie tai raštu informavęs Tiekėją;

4.4.5. sustabdyti mokėjimus Tiekėjui, jeigu Tiekėjas nevykdo arba netinkamai vykdo bet kokius Sutartimi prisiimtus ar teisės aktuose numatytus įsipareigojimus, iki kol šie įsipareigojimai nebus tinkamai įvykdyti;

4.4.6. bet kuriuo pirkimo sutarties galiojimo metu pareikalauti Tiekėjo pateikti pagrindžiančius dokumentus dėl Įstatymo 37 straipsnio 9 dalyje, 45 straipsnio 2¹ dalyje ir (ar) 47 straipsnio 9 dalyje nurodytų aplinkybių buvimo / nebuvimo. Tiekėjui per perkančiosios organizacijos nustatytą terminą nepateiktus tokios informacijos, perkančioji organizacija turi teisę nesikreipdama į teismą, vienašališkai nutraukti pirkimo sutartį, raštu įspėjusi tiekėją prieš 10 kalendorinių dienų;

4.4.7. prašyti, kad Tiekėjas pateiktų visus dokumentus, numatytus Techninėje specifikacijoje ir Sutartyje.

4.5. Užsakovas turi kitas teises, numatytas Sutartyje ir Lietuvos Respublikoje galiojančiuose teisės aktuose.

4.6. Kitos Užsakovo teisės nurodytos Sutarties SD.

4.7. **Tiekėjas įsipareigoja:**

4.7.1. nedelsiant, bet ne vėliau nei per Sutarties SD nurodytą terminą raštu informuoti Užsakovą apie bet kokias aplinkybes, trukdančias ir (ar) galinčias sutrukdyti Tiekėjui įvykdyti sutartinius įsipareigojimus Sutartyje nustatytais terminais bei tvarka. Toks pranešimas nepanaikina Užsakovo teisės

skaičiuoti netesybas pagal Sutartį ar reikalauti atlyginti kitus nuostolius, jeigu Paslaugos nebūtų suteiktos laiku;

4.7.2. tinkamai ir kokybiškai suteikti Paslaugas, atitinkančias Techninės specifikacijos nustatytus reikalavimus, Sutartyje nustatytais terminais ir tvarka;

4.7.3. Paslaugas teikti savo rizika bei sąskaita kaip įmanoma rūpestingai bei efektyviai, įskaitant, bet neapsiribojant, pagal geriausius visuotinai pripažįstamus profesinius, techninius standartus ir praktiką, panaudodamas visus turimus ar reikiamus įgūdžius, žinias ir išteklius;

4.7.4. Užsakovo reikalavimu, per Užsakovo nurodytą terminą pateikti Užsakovui visą informaciją ar dokumentus ir (ar) ataskaitą apie Sutarties vykdymo eigą;

4.7.5. užtikrinti, kad Sutarties sudarymo metu ir visą jos galiojimo laikotarpį Sutartį vykdytų Tiekėjo ir (ar) jo pasitelkto ūkio subjekto (-ų) (jeigu pasitelkiamas) darbuotojai, turintys Sutarties vykdymui reikalingą kvalifikaciją ir patirtį, atitinkančią Pirkimo dokumentuose bei galiojančiuose teisės aktuose nustatytus reikalavimus. Taip pat užtikrinti, kad visą Sutarties galiojimo laikotarpį Tiekėjo ir jo pasitelkto subtiekejo (-ų) kvalifikacija atitiks pirkimo dokumentų ir teisės aktų nustatytus reikalavimus;

4.7.6. Užsakovui raštu paprašius, ne vėliau kaip per 3 darbo dienas nuo prašymo gavimo dienos arba Užsakovo nurodytu terminu grąžinti visus iš Užsakovo gautus Sutarčiai vykdyti reikalingus dokumentus;

4.7.7. užtikrinti iš Užsakovo Sutarties vykdymo metu gautos ir su Sutarties vykdymu susijusios informacijos konfidencialumą ir apsaugą;

4.7.8. Tiekėjo darbuotojai, kuriems dėl priskirtų funkcijų ar pavesto darbo būtų suteikta teisė be palydos pateikti prie Užsakovo valdomų nacionaliniam saugumui užtikrinti svarbių įrenginių ir turto ar priimti sprendimus dėl šių įrenginių ir turto funkcionavimo, turi atitikti Lietuvos Respublikos nacionaliniam saugumui užtikrinti svarbių objektų apsaugos įstatymo 17 straipsnio 2 dalyje nustatytus kriterijus.

4.7.9. Pirkimo sutarties vykdymo metu užtikrinti atitikti Įstatymo 37 straipsnio 9 dalyje, 45 straipsnio 2¹ dalyje ir 47 straipsnio 9 dalyje nustatytiems reikalavimams;

4.8. laikytis šių aplinkosaugos reikalavimų: mažinti popieriaus sunaudojimą, atsisakyti nebūtino dokumentų kopijavimo ir spausdinimo, rengiama dokumentacija, paslaugų perdavimo–priėmimo aktai Užsakovui turi būti pateikti tik elektroniniu formatu, o dokumentacija, kuri turi būti pasirašoma ir paslaugų perdavimo–priėmimo aktai turi būti pasirašomi elektroniniu parašu. Esant būtinybei spausdinti, naudojamas perdirbtas popierius, kuris atitinka minimalius aplinkos apsaugos kriterijus, patvirtintus Lietuvos Respublikos aplinkos ministro 2011 m. birželio 28 d. įsakyme Nr. D1-508 „Dėl Aplinkos apsaugos kriterijų taikymo, vykdant žaliuosius pirkimus, tvarkos aprašo patvirtinimo“ (aktuali redakcija);

4.9. Jei yra galimybė Paslaugas teikti nuotoliniu būdu;

4.10. Tiekėjas įsipareigoja tinkamai vykdyti kitus įsipareigojimus, numatytus Sutartyje ir Lietuvos Respublikoje galiojančiuose teisės aktuose;

4.11. Kiti Tiekėjo įsipareigojimai nurodyti Sutarties SD.

4.12. Tiekėjas turi teisę:

4.12.1. reikalauti, kad Užsakovas priimtų kokybiškai ir laiku suteiktas Paslaugas, atitinkančias Sutarties ir Techninės specifikacijos, taip pat Paslaugų teikimui taikomų teisės aktų nustatytus reikalavimus, bei sumokėtų už jas Sutartyje nustatytą kainą Sutartyje nustatytais sąlygomis ir tvarka;

4.12.2. reikalauti, kad Užsakovas tinkamai ir laiku vykdytų kitus įsipareigojimus, nurodytus Sutartyje ir Lietuvos Respublikoje galiojančiuose teisės aktuose;

4.12.3. prašyti, kad Užsakovas pateiktų turimus dokumentus ir (ar) kitą informaciją, kurie yra būtini Tiekėjui tinkamam Sutartimi prisiimtų įsipareigojimų įvykdymui;

4.12.4. Kitos Tiekėjo teisės nurodytos Sutarties SD.

5. SUTARTIES KAINA IR MOKĖJIMO TVARKA

5.1. Sutarčiai taikoma kainodara (vadovaujantis Kainodaros taisyklių nustatymo metodika, patvirtinta Viešųjų pirkimų tarnybos direktoriaus 2017 m. birželio 28 d. įsakymu Nr. 1S-95 „Dėl kainodaros taisyklių nustatymo metodikos patvirtinimo“) nurodyta Sutarties SD.

5.2. Pradinė Sutarties vertė nurodyta Sutarties SD.

5.3. Sutarties kaina nurodyta Sutarties SD.

5.4. Paslaugų kainos / įkainių perskaičiavimo tvarka nurodyta Sutarties SD.

5.5. Atsiskaitymo tvarka nurodyta Sutarties SD.

5.6. Avanso mokėjimo galimybė nurodyta Sutarties SD (jei taikoma).

5.6.1. Avanso mokėjimo tvarka, kai už Paslaugas atsikaitoma etapais:

5.6.1.1. Tiekėjui išmokėtas avansas užskaitomas kaip dalinis apmokėjimas už suteiktas Paslaugas. Likusi Sutarties kaina už suteiktas Paslaugas sumokama dalimis pasirašius Aktus ir Tiekėjui Sutartyje nustatyta tvarka pateikus sąskaitas faktūras.

5.6.1.2. Kai Tiekėjui buvo išmokėtas avansas ir Tiekėjas vėluoja suteikti Paslaugas, jis, papildomai prie pagal Sutarties SD 9.2 papunktį mokėtinų sumų, turi mokėti 10 proc. dydžio metines palūkanas už vėlavimo laiką nuo jam išmokėtos avanso sumos, bet ne ilgiau kaip už 1 mėnesį.

5.6.1.3. Nutraukus Sutartį Tiekėjas privalo grąžinti Užsakovui gautą avansą per 7 darbo dienas (jeigu dalis Paslaugų suteikta, Užsakovas jas yra priėmęs – grąžinama ta avanso dalis, Užsakovas pasinaudoja avanso užtikrinimu (jei taikoma). Tais atvejais, jei nebuvo taikytas Sutarties SD 4.1 papunktis, Tiekėjas turi sumokėti 10 proc. procentų dydžio metines palūkanas nuo grąžintinos avanso sumos už laikotarpį nuo avanso išmokėjimo iki jo grąžinimo.

5.6.2. Avanso mokėjimo tvarka, kai už Paslaugas atsiskaitoma vienu mokėjimu:

5.6.2.1. Kai išmokėtas avansas, likusi Sutarties kaina sumokama suteikus visas Paslaugas. Kai avansas neišmokėtas (Tiekėjui nepaprašius ar nepateikus tinkamo išankstinio mokėjimo grąžinimo užtikrinimo), visa Sutarties kaina už suteiktas Paslaugas sumokama pasirašius Aktą ir Tiekėjui Sutartyje nustatyta tvarka pateikus sąskaitą faktūrą.

5.6.2.2. Nutraukus Sutartį Tiekėjas privalo grąžinti Užsakovui gautą avansą per 7 darbo dienas (jeigu dalis Paslaugų suteikta, Užsakovas jas yra priėmęs – grąžinama ta avanso dalis, kuri viršija Užsakovo priimtų Paslaugų kainą). Jei Tiekėjas negrąžina gauto avanso, Užsakovas pasinaudoja avanso užtikrinimu (jei taikoma). Tais atvejais, jei nebuvo taikytas Sutarties SD 6.7 **Klaida! Nerastas nuorodos šaltinis.** punktas, Tiekėjas turi sumokėti 10 procentų dydžio metines palūkanas nuo grąžintinos avanso sumos už laikotarpį nuo avanso išmokėjimo iki jo grąžinimo.

5.7. Į Paslaugų kainą / įkainius yra įskaičiuoti visi mokesčiai ir visos Tiekėjo išlaidos, apimančios viską, ko reikia visiškam ir tinkamam Sutarties įvykdymui (įskaitant sąskaitų faktūrų pateikimo Sutarties BD 5.10. punkte numatytomis priemonėmis išlaidas).

5.8. Jeigu Sutarties vykdymo metu pasikeičia PVM mokėjimą reglamentuojantys teisės aktai, darantys tiesioginę įtaką Tiekėjo tiekiamų Paslaugų Sutartyje nurodytai kainai / įkainiams, Sutartyje nurodyta Paslaugų kaina / įkainiai perskaičiuojami ją / juos didinant arba mažinant. Perskaičiavimas įforminamas Sutarties pakeitimu, kuris tampa neatskiriama Sutarties dalimi. Perskaičiuota kaina / įkainiai taikomi už tą Paslaugų dalį, už kurią sąskaita faktūra išrašoma galiojant naujam PVM. Jeigu Paslaugų kainos / įkainių perskaičiavimą dėl pasikeitusio (padidėjusio ar sumažėjusio) PVM inicijuoja Tiekėjas, jis turi raštu kreiptis į Užsakovą ir pateikti konkrečius skaičiavimus dėl pasikeitusio PVM įtakos Paslaugų kainai / įkainiams. Užsakovas taip pat turi teisę inicijuoti kainos/įkainių perskaičiavimą dėl pasikeitusio PVM.

5.9. Jei Sutarties kaina buvo peržiūréta pagal Sutartyje nurodytas kainų peržiūros sąlygas, atitinkamai patikslinama (didėja arba mažėja) Pradinė sutarties vertė.

5.10. Vykdamas Sutartį, sąskaitos faktūros teikiamos tik elektroniniu būdu, per Sutarties SD 6.6. punkte nurodytą terminą. Elektroninės sąskaitos faktūros, atitinkančios Europos elektroninių sąskaitų faktūrų standartą, kurio nuoroda paskelbta 2017 m. spalio 16 d. Komisijos įgyvendinimo sprendime (ES) 2017/1870 dėl nuorodos į Europos elektroninių sąskaitų faktūrų standartą ir sintaksių sąrašo paskelbimo pagal Europos Parlamento ir Tarybos direktyvą 2014/55/ES (OL 2017 L 266, p. 19) (toliau – **Europos elektroninių sąskaitų faktūrų standartas**), teikiamos Tiekėjo pasirinktomis priemonėmis. Europos elektroninių sąskaitų faktūrų standarto neatitinkančios elektroninės sąskaitos faktūros gali būti teikiamos tik naudojantis sąskaitų administravimo bendrosios informacinės sistemos „SABIS“ priemonėmis. Išankstinio mokėjimo sąskaitas (jeigu Sutarties SD 6.7. p. yra numatytas avanso mokėjimas) Tiekėjas privalo pateikti šiame Sutarties punkte nustatyta tvarka.

5.11. Sumokėjimo diena – tai diena, kai lėšos išskaitomos iš Užsakovo sąskaitos. Jeigu mokėjimo termino diena sutampa su poilsio diena, tai mokėjimų pagal Sutartį mokėjimo diena laikoma po jos einanti darbo diena.

6. PASLAUGŲ PERDAVIMO IR PRIĖMIMO TVARKA

6.1. Paslaugų teikimo rezultatas Užsakovui perduodamas Sutarties šalims pasirašant Paslaugų perdavimo–priėmimo aktą. Akto pasirašymo terminas nurodytas Sutarties SD.

6.2. Tiekėjas, įvykdamas Sutartyje numatytus įsipareigojimus, turi kreiptis į Užsakovą dėl Paslaugų rezultato Užsakovui perdavimo ir Paslaugų perdavimo–priėmimo akto pasirašymo. Užsakovas įsipareigoja priimti tinkamai ir laiku suteiktas Paslaugas, pasirašydamas Paslaugų perdavimo–priėmimo aktą.

6.3. Jeigu Paslaugų vykdymo ir (ar) Paslaugų perdavimo–priėmimo metu nustatoma, kad Paslaugos suteiktos netinkamai ir Paslaugų rezultatas neatitinka Sutartyje ir (ar) Techninėje specifikacijoje nustatytų reikalavimų, Užsakovas turi teisę atsisakyti pasirašyti Paslaugų perdavimo–priėmimo aktą, raštu Tiekėjui nurodydamas suteiktų Paslaugų trūkumus (jei įmanoma, nurodydamas ir priemones, kurių Tiekėjas privalo imtis, kad Paslaugų kokybė atitiktų Sutarties ir (ar) Techninės specifikacijos reikalavimus ir Paslaugų perdavimo–priėmimo aktas būtų pasirašytas). Jeigu Užsakovas atsisako pasirašyti Paslaugų perdavimo–priėmimo aktą ir praneša Tiekėjui, kad Paslaugos ar kuri nors Paslaugų dalis neatitinka Sutarties ir (ar) Techninės specifikacijos reikalavimų, Tiekėjas privalo savo sąskaita pašalinti nurodytus Sutarties vykdymo pažeidimus (neatitikimus) per Užsakovo nurodytą protingą terminą.

6.4. Tiekėjui nepašalinus Paslaugų trūkumų per Užsakovo nustatytą terminą, Užsakovas turi teisę vėliau perduodamų Paslaugų nepriimti ir už jas nesumokėti bei pateikti Tiekėjui pranešimą apie jų nepriėmimą.

6.5. Kartu su Paslaugų perdavimo–priėmimo aktu Tiekėjas turi pateikti Užsakovui visus dokumentus (dokumentai turi būti originalo kalba bei pateiktas patvirtintas vertimas į lietuvių kalbą, patvirtintas vertėjo parašu ir vertimų biuro antspaudu), kurie yra būtini teikiant Paslaugas sukurtų rezultatų naudojimui (jeigu taikoma).

7. PASLAUGŲ KOKYBĖ

7.1. Paslaugų garantinis terminas nustatomas Sutarties SD (jei taikoma) ir pradedamas skaičiuoti nuo Paslaugų ar jų dalies perdavimo Užsakovui, t. y. Akto pasirašymo dienos. Jei Garantinis terminas nenustatytas, tai neapriboja Tiekėjo teisės Sutarties galiojimo metu pareikšti reikalavimus Tiekėjui dėl paslėptų Paslaugų trūkumų, kurių Užsakovas negalėjo nustatyti Paslaugų priėmimo metu. Trūkumai šalinami Tiekėjo sąskaita.

7.2. Vadovaujantis Lietuvos Respublikos civilinio kodekso (toliau – LR CK) 6.317 straipsniu, Tiekėjo garantija (patvirtinimas) dėl Prekių nuosavybės teisės ir jų kokybės yra, nepaisant to, ar tokia garantija Sutartyje numatyta, ar ne (garantija pagal įstatymą).

7.3. Tiekėjas, pasirašydamas Sutartį, garantuoja, kad teikiamos Paslaugos yra kokybiškos, atitinka visus Sutarties bei Teisės aktų reikalavimus, tinkamos naudoti pagal jų tikslinę paskirtį, be paslėptų trūkumų.

7.4. Paslaugų trūkumai pastebėti Paslaugų perdavimo – priėmimo metu ar (ir) po Akto pasirašymo turi būti pašalinti Sutarties SD nustatytais terminais Tiekėjo sąskaita. Apie pastebėtus Paslaugų trūkumus Užsakovas Tiekėjui turi pranešti raštu. Užsakovas turi teisę nepriimti Paslaugų, jei Paslaugų perdavimo - priėmimo metu pastebimi Paslaugų trūkumai. Apie pastebėtus Paslaugų trūkumus yra pažymima Akte,

nurodant priimto sprendimo motyvus. Paslaugos gali būti Užsakovo priimamos su neesminiais trūkumais, Akte nurodant trūkumus ir terminą, per kurį trūkumai turi būti pašalinti (tik tais atvejais, jei Techninėje specifikacijoje nurodyta, kas bus laikoma neesminiais trūkumais). Visais atvejais visus Darbus ir (ar) Prekes, susijusius su Paslaugų trūkumų pašalinimu, Tiekėjas atlieka savo sąskaita per Sutarties SD nurodytą trūkumų šalinimo terminą (jei Šalys nesusitarė dėl trumpesnio termino). Sutartyje nustatytas atsiskaitymo terminas pradedamas skaičiuoti ir Užsakovui atsiranda prievolė atsiskaityti su Tiekėju tik po to, kai Užsakovas įsitikina, jog trūkumai, įskaitant neesminius, yra visiškai pašalinti. Trūkumų pašalinimas pažymimas Akte ir patvirtinamas Šalių parašais.

7.5. Tiekėjui per Sutarties SD nurodytą terminą nepašalinus Paslaugų perdavimo – priėmimo metu ir (ar) Garantinio termino galiojimo metu nustatytų trūkumų, Tiekėjas, Užsakovui pareikalavus, moka Sutarties SD nustatyto dydžio netesybas už vėlavimą pašalinti trūkumus bei atlygina Užsakovo dėl to patirtus nuostolius tiek, kiek jų nepadengia netesybos. Netesybų ir nuostolių sumokėjimas neatleidžia Tiekėjo nuo pareigos kuo skubiau pašalinti trūkumus.

7.6. Preziumuojama, kad Tiekėjas materialiai atsako už visus Paslaugų trūkumus, paaiškėjusius Paslaugų perdavimo – priėmimo metu ar (ir) Garantinio termino galiojimo metu, jeigu Tiekėjas neįrodo, kad Paslaugų trūkumai atsirado ne dėl Tiekėjo kaltės ar aplaidaus jo sutartinių įsipareigojimų vykdymo.

7.7. Prekių (ar jų dalies) / Darbų (ar jų dalies) Garantinis terminas nustatomas Sutartyje ir pradedamas skaičiuoti nuo Prekių ar jų dalies (jeigu Prekės tiekiamos dalimis) /Darbų ar jų dalies (jeigu Darbai atliekami dalimis), perdavimo Užsakovui dienos, t. y. Akto pasirašymo dienos (išskyrus jei Prekės / Darbai priimami su trūkumais, tokiu atveju terminas skaičiuojamas nuo įrašo Akte apie trūkumų pašalinimą dienos). Nustatytas Garantinis terminas neapriboja Užsakovo teisės pareikšti reikalavimus Tiekėjui dėl perduotų Prekių / Darbų trūkumų LR CK 6.338 straipsnyje nustatyta tvarka ir terminais.

8. ŠALIŲ ATSAKOMYBĖ

- 8.1. Tiekėjo ir Užsakovo civilinės atsakomybės sąlygos nurodytos Sutarties SD.
- 8.2. Užsakovas delspinigius Tiekėjui gali išskaičiuoti iš Tiekėjui pagal Sutartį mokėtinų sumų.
- 8.3. Šalys atsako už tai, kad Sutarties sąlygos būtų tinkamai vykdomos. Šalių atsakomybė yra nustatoma pagal galiojančius Lietuvos Respublikos teisės aktus ir Sutartį.
- 8.4. Tiekėjas privalo atlyginti Užsakovui dėl netinkamos kokybės suteiktų Paslaugų atsiradusią žalą.
- 8.5. Delspinigių sumokėjimas neatleidžia Sutarties šalių nuo pareigos vykdyti Sutartyje priimtus įsipareigojimus.
- 8.6. Tiekėjas visais atvejais atsako už Užsakovui paslaugų tiekimo metu jo pasitelktų asmenų padarytus nuostolius ar žalą, nepriklausomai nuo to, ar tokie nuostoliai ar žala būtų padaryta Užsakovui, jo darbuotojams ar bet kokiems tretiesiems asmenims ir jų turtui.

8.7. Tiekėjui netinkamai vykdant savo sutartinius įsipareigojimus Užsakovas turi teisę, neapribodamas kitų, Sutartyje ir teisės aktuose numatytų savo teisių gynimo priemonių taikymo galimybių, už įsipareigojimų nevykdymą taikyti vienašalį išskaitymą iš visų pagal Sutartį Tiekėjui mokėtinų sumų (pranešant apie tai Tiekėjui raštu), o, jei jų nepakaktų, ir iš Tiekėjo pateiktų prievolių įvykdymo užtikrinimų (pranešant apie tai Tiekėjui raštu), Sutartyje nurodytoms netesyboms bei visiems savo patirtiems nuostoliams padengti. Ši nuostata galioja nepaisant Sutarties nutraukimo bei kitų sankcijų taikymo.

9. NENUGALIMOS JĖGOS (FORCE MAJEURE) APLINKYBĖS

9.1. Šalis atleidžiama nuo atsakomybės už Sutarties neįvykdymą, jeigu ji įrodo, kad Sutartis neįvykdyta dėl aplinkybių, kurių ji negalėjo kontroliuoti bei protingai numatyti Sutarties sudarymo metu, ir kad negalėjo užkirsti kelio šių aplinkybių ar jų pasekmių atsiradimui (*force majeure*).

9.2. Nenugalimos jėgos aplinkybėmis laikomos aplinkybės, nurodytos LR CK 6.212 straipsnyje ir Atleidimo nuo atsakomybės esant nenugalimos jėgos (*force majeure*) aplinkybėms taisyklėse, patvirtintose Lietuvos Respublikos Vyriausybės 1996 m. liepos 15 d. nutarimu Nr. 840 „Dėl atleidimo nuo atsakomybės esant nenugalimos jėgos (*force majeure*) aplinkybėms taisyklių patvirtinimo“.

9.3. Šalis negalinti vykdyti pagal Sutartį savo įsipareigojimų dėl nenugalimos jėgos aplinkybių veikimo privalo raštu apie tai pranešti kitai šaliai per 10 dienų nuo tokių aplinkybių atsiradimo pradžios.

9.4. Nenugalimos jėgos aplinkybėms pasibaigus, toliau vykdomi Sutartyje numatyti šalių įsipareigojimai, jei šalys nesusitarta kitaip.

9.5. Jeigu nenugalimos jėgos aplinkybės ir jų padariniai tęsiasi ilgiau negu 3 mėnesius, kiekviena šalis turi teisę atsisakyti vykdyti savo įsipareigojimus ir nutraukti Sutartį.

10. SUTARTIES VYKDYMO SUSTABDYMAS

10.1. Sutarties vykdymo metu atsiradus nenumatytiems, nuo šalių nepriklausančioms aplinkybėms, atsiradusiomis ne dėl šalių valios (išskyrus nenugalimos jėgos (*force majeure*) aplinkybes), dėl kurių šalis negali vykdyti Sutarties ir kurių nebuvo galima numatyti Sutarties sudarymo metu (aplinkybės turi būti pagrįstos objektyviais faktais ir dokumentais iš kurių aiškiai būtų galima spręsti, kad tokios aplinkybės susiklostė), šalis nedelsiant pateikia tai patvirtinančius dokumentus kitai šaliai, kuri sprendžia klausimą dėl sutartinių įsipareigojimų ar jų dalies vykdymo sustabdymo iki minėtų aplinkybių išnykimo. Išnykus šiame punkte nurodytoms aplinkybėms, Sutarties vykdymas tęsiamas tam terminui, kiek buvo likę vykdyti Sutartį iki Sutarties vykdymo sustabdymo.

10.2. Jei sutartinių įsipareigojimų vykdymas dėl priežasčių, nepriklausančių nuo Tiekėjo buvo sustabdytas laikotarpiui, ne trumpesniame nei 90 dienų, praėjus 90 dienų Tiekėjas gali rašytiniu pranešimu Užsakovo pareikalauti atnaujinti sutartinių įsipareigojimų vykdymą per 14 dienų.

10.3. Užsakovas taip pat turi teisę sustabdyti sutartinių įsipareigojimų (ar jų dalies) vykdymą, jeigu jam pagrįstai kyla įtarimų dėl teikiamų Paslaugų kokybės ir reikia laiko patikrinti bei įsitikinti teikiamų

Paslaugų kokybe. Tokiu atveju sutartinių įsipareigojimų (ar jų dalies) vykdymo sustabdymas galimas iki 5 darbo dienų. Užsakovo galimybė pasinaudoti šia teise negali priklausyti nuo Tiekėjo valios ar būti jo įtakojama.

10.4. Išnykus aplinkybėms, lėmusiems sutartinių įsipareigojimų vykdymo sustabdymą, Sutarties vykdymas tęsiamas tam terminui, kiek buvo likę vykdyti Sutartį iki Sutarties vykdymo sustabdymo. Šalys norėdamos atnaujinti sustabdytų sutartinių įsipareigojimų (ar jų dalies) vykdymą turi viena kitą informuoti ne vėliau kaip prieš 3 darbo dienas.

10.5. Dėl sutartinių įsipareigojimų vykdymo sustabdymo visais atvejais turi būti sudaromas rašytinis susitarimas, nurodant motyvuotas priežastis ir sustabdymo terminą, bei pridedant dokumentus, patvirtinančius sustabdymo pagrindą (jeigu tokie yra).

11. SUTARTIES GALIOJIMAS, NUTRAUKIMAS IR KEITIMAS

11.1. Sutartis laikoma sudaryta, kai Šalys ranka, arba kvalifikuotu elektroniniu parašu, arba kitokiu Sutarties SD sutartu būdu pasirašo Sutarties SD. Jeigu Šalys šiuos dokumentus pasirašo ne vienu metu, Sutartis laikoma sudaryta tą dieną, kai Sutarties SD pasirašo paskutinioji Šalis.

11.2. Nuo Sutarties sudarymo Sutarties dalimi tampa Sutarties BD ir priedai, paskelbti CVP IS (nuoroda pateikiama Sutarties SD).

11.3. Tuo atveju, kai Tiekėjas pagal Sutarties SD turi pateikti Sutarties įvykdymo užtikrinimą (jeigu reikalaujama Sutarties SD) Sutartis įsigalioja kitą dieną po reikalaujamo Sutarties įvykdymo užtikrinimo Užsakovui pateikimo bei galioja iki visiško Sutarties šalių sutartinių įsipareigojimų įvykdymo arba Sutarties nutraukimo Sutartyje ar įstatymuose nustatytais atvejais.

11.4. Jeigu Tiekėjas nepateikia Užsakovui Sutarties įvykdymo užtikrinimo pagal Sutarties SD sąlygas, laikoma, kad Tiekėjas nepagrįstai atsisakė Sutarties. Tokiu atveju laikoma, kad kitą dieną po termino Tiekėjui pateikti Sutarties įvykdymo užtikrinimą Sutartis pasibaigia, Užsakovas įgyja teisę Įstatymų nustatyta tvarka pasiūlyti sudaryti Sutartį kitam tiekėjui ir reikalauti Tiekėjo atlyginti dėl to kylančius Užsakovo nuostolius bei tuo tikslu pasinaudoti Tiekėjo pasiūlymo galiojimo užtikrinimu, neviršydamas patirtų nuostolių sumos.

11.5. Jei kuri nors Sutarties nuostata tampa ar pripažįstama visiškai ar iš dalies negaliojančia, tai neturi įtakos kitų Sutarties nuostatų galiojimui.

11.6. Sutartis gali būti nutraukta:

11.6.1. rašytiniu abipusiu šalių susitarimu;

11.6.2. Sutartyje nustatytais atvejais ir tvarka;

11.6.3. kitais LR CK nustatytais atvejais.

11.7. Užsakovas, nesikreipdamas į teismą, gali vienašališkai nutraukti Sutartį, raštu įspėjęs Tiekėją prieš 10 (dešimt) kalendorinių dienų, jeigu:

11.7.1. Tiekėjui iškeliamą restruktūrizavimo arba bankroto byla, Tiekėjas likviduojamas, sustabdo savo ūkinę veiklą arba kai įstatymuose ar kituose teisės aktuose nustatyta tvarka susidaro analogiška situacija, ir šios aplinkybės trukdo tinkamai laiku vykdyti Sutartimi prisiimtus įsipareigojimus;

11.7.2. esant esminiam Sutarties pažeidimui, kaip tai numatyta Sutartyje ir (ar) LR CK;

11.7.3. Sutartis buvo pakeista pažeidžiant Įstatymo 89 straipsnį;

11.7.4. paaiškėjo Įstatymo 37 straipsnio 9 dalyje, 45 straipsnio 2¹ dalyje ir (ar) 47 straipsnio 9 dalyje nurodytos aplinkybės;

11.7.5. paaiškėjo, kad Tiekėjas, su kuriuo sudaryta Sutartis, turėjo būti pašalintas iš Pirkimo procedūros pagal Įstatymo 46 straipsnio 1 dalį;

11.7.6. paaiškėjo, kad su Tiekėju neturėjo būti sudaryta Sutartis dėl to, kad Europos Sąjungos Teisingumo Teismas procese pagal Sutarties dėl Europos Sąjungos veikimo 258 straipsnį pripažino, kad nebuvo įvykdyti įsipareigojimai pagal Europos Sąjungos steigiamąsias sutartis ir Direktyvą 2014/24/ES;

11.7.7. Lietuvos Respublikos Vyriausybė Nacionaliniam saugumui užtikrinti svarbių objektų apsaugos įstatymo nustatyta tvarka priima sprendimą, patvirtinantį, kad Sutartis (jo pakeitimas) laikoma keliančia riziką ar neatitinka nacionalinio saugumo interesų;

11.7.8. jeigu Tiekėjas nepateikia naujo arba pratęsto Sutarties įvykdymo užtikrinimo Sutarties SD nurodyta tvarka, išskyrus pirminį sutarties užtikrinimą (jei reikalaujama Sutarties įvykdymo užtikrinimo);

11.7.9. jeigu Tiekėjas pažeidžia Sutartyje nustatytus įsipareigojimus dėl konfidencialumo;

11.7.10. Tiekėjas nepradeda laiku vykdyti Sutarties;

11.7.11. Sutarties vykdymo sustabdymas trunka ilgiau nei 90 dienų.

11.8. Užsakovas, be išankstinio įspėjimo gali nutraukti Sutartį vienašališkai dėl esminio sutarties pažeidimo ir reikalauti atlyginti nuostolius, jeigu:

11.8.1. Tiekėjas vėluoja pradėti teikti Paslaugas daugiau kaip Sutarties SD nurodyta terminą;

11.8.2. delspinigių dydis pasiekia 20 (dvidešimt) proc. pradinės Sutarties vertės;

11.8.3. Tiekėjas, siekdamas sudaryti Sutartį su Užsakovu, buvo sudaręs susitarimą, neleistinai ribojantį konkurenciją;

11.8.4. Tiekėjas Sutarties vykdymo metu įtraukiamas į nepatikimų tiekėjų sąrašą arba subtiekJu pasitelkia asmenį, įtrauktą į nepatikimų tiekėjų sąrašą;

11.8.5. jeigu Tiekėjas be išankstinio raštiško Užsakovo sutikimo pakeitė jungtinės veiklos partnerį;

11.8.6. Tiekėjas (ar bent vienas iš Tiekėjo dalyvių, kai Tiekėjas yra ūkio subjektų grupė) prarado Įstatymo 23 straipsnyje nurodytą statusą arba tokį statusą prarado subtiekJas ir Tiekėjas negali pakeisti tokio subtiekJo kitu, reikalavimus atitinkančiu subtiekJu, o be subtiekJo pats negali įvykdyti Sutarties.

11.9. Tiekėjas, nesikreipdamas į teismą, gali vienašališkai nutraukti Sutartį:

11.9.1. raštu įspėjęs Užsakovą apie Sutarties nutraukimą ne vėliau kaip prieš 20 (dvidešimt) kalendorinių dienų, jeigu Užsakovas ne dėl Tiekėjo kaltės arba nenugalimos jėgos aplinkybių vėluoja atlikti

mokėjimą daugiau kaip 30 kalendorinių dienų ar padaro kitą esminį Sutarties pažeidimą, kaip tai numatyta LR CK;

11.9.2. Sutarties vykdymo sustabdymas trunka ilgiau nei 90 kalendorinių dienų.

11.10. Užsakovas nesant Tiekėjo kaltės, turi teisę vienašališkai nutraukti Sutartį įspėjęs apie tai Tiekėją ne vėliau kaip prieš 30 kalendorinių dienų, nepaisydamas to, kad Tiekėjas jau pradėjo ją vykdyti. Šiuo atveju Užsakovas privalo sumokėti Tiekėjui už iki Sutarties nutraukimo suteiktas Paslaugas.

11.11. Sutarties nutraukimas nepanaikina teisės reikalauti sumokėti netesybas, numatytas Sutartyje už sutartinių įsipareigojimų nevykdymą ar netinkamą vykdymą iki Sutarties nutraukimo, ir atlyginti nuostolius, patirtus dėl įsipareigojimų nevykdymo ar netinkamo vykdymo pagal šią Sutartį, kaip numatyta Sutarties nuostatose.

11.12. Kitais nei šiame skyriuje nustatytais atvejais Sutartis gali būti keičiama, tik jei tai galima, vadovaujantis Įstatymo 89 straipsnio nuostatomis.

11.13. Atsiradus poreikiui įsigyti papildomų paslaugų, Užsakovas kreipsis į Tiekėją su prašymu pateikti papildomų paslaugų kainas (jei papildomų paslaugų kainos viešai neskelbiamos), pažymėdamas, kad įsigytinų papildomų paslaugų kainos turi būti konkurencingos ir negali būti didesnės nei rinkos kainos. Gavęs Tiekėjo pateiktas papildomų paslaugų kainas (komercinį pasiūlymą), Užsakovas atlieka rinkos kainų tyrimą (apklausą telefonu ir / ar raštu, ir / ar paiešką elektroninėje erdvėje ar kt.), tokiu būdu įvertindamas, ar Teikėjo pateiktos papildomų paslaugų kainos atitinka rinką. Nustačius, kad Teikėjo pasiūlytos nenumatytų paslaugų kainos yra didesnės nei rinkos, Užsakovas prašo Teikėjo jas sumažinti. Tik objektyviai įvertinus ir turint pagrindžiančius / įrodančius dokumentus, kad Tiekėjo pateiktos papildomų paslaugų kainos atitinka rinkos kainas, jos gali būti įsigyjamoms vadovaujantis šia Sutartimi.

11.14. Kitos Sutarties sąlygos Sutarties galiojimo laikotarpiu gali būti keičiamos Sutartyje ir Įstatyme nustatyta tvarka ir atvejais. Sutarties keitimas galioja tik tuo atveju, jeigu jis yra sudaromas rašytiniu Sutarties šalių susitarimu. Šalių susitarimai dėl Sutarties keitimo tampa neatskiriama Sutarties dalimi.

11.15. Vykdamt sutartį, gali būti atliekami techninio pobūdžio sutarties pakeitimai. Techninio pobūdžio pakeitimais laikoma: sutarties šalių rekvizitai, kontaktinių asmenų pakeitimas, techninės klaidos. Techninio pobūdžio pakeitimai įforminami sutarties šalių atstovų pasirašytu susitarimu, kuris yra neatskiriama sutarties dalis.

12.SUBTIEKĖJAI IR JŲ KEITIMO TVARKA

12.1. Sutarties vykdymui Tiekėjas pasitelkia savo Pasiūlyme nurodytus subtiekėjus. Subtiekėjai nurodyti Sutarties SD.

12.2. Tiekėjas atsako už visus pagal Sutartį prisiimtus įsipareigojimus, nepaisant to, ar jiems vykdyti bus pasitelkiami subtiekėjai.

12.3. Sudarius Sutartį, tačiau ne vėliau negu Sutartis pradeda vykdyti, Tiekėjas įsipareigoja Užsakovui pranešti tuo metu žinomų subtiekéjų pavadinimus, kontaktinius duomenis ir jų atstovus. Užsakovas taip pat reikalauja, kad Tiekėjas informuotų apie minėtos informacijos pasikeitimus visu Sutarties vykdymo metu, taip pat apie naujus subtiekéjus, kuriuos jis ketina pasitelkti vėliau.

12.4. Tiekėjas neturi teisės keisti subtiekéjų be Užsakovo raštiško sutikimo. **Subtiekéjų keitimo tvarkos pažeidimas bus laikomas esminiu Sutarties pažeidimu.**

12.5. Subtiekéjų keitimas ar naujų subtiekéjų pasitelkimas galimas tik tuomet, kai Tiekėjas Užsakovui pateikia pagrįstą prašymą dėl subtiekéjo, kuris nurodytas Sutartyje, keitimo ar naujo subtiekéjo pasitelkimo, naujo subtiekéjo atitiktą Pirkimo dokumentuose nustatytiems kvalifikaciniams reikalavimams pagrindžiančius dokumentus (jei Pirkimo dokumentuose subtiekéjams pagal prisiimtą sutartinių įsipareigojimų dalį buvo keliami kvalifikaciniai reikalavimai) ir subtiekéjo pašalinimo pagrindų nebuvimą patvirtinančius dokumentus (jei Pirkimo dokumentuose subtiekéjams buvo keliamas reikalavimas dėl pašalinimo pagrindų nebuvimo), bei gauna raštišką Užsakovo sutikimą dėl pasirinkto subtiekéjo pakeitimo ar naujo subtiekéjo pasitelkimo. Užsakovui sutikus su subtiekéjo pakeitimu ar naujo subtiekéjo pasitelkimu, Užsakovas kartu su Tiekėju raštu sudaro susitarimą dėl subtiekéjo pakeitimo ar naujo subtiekéjo pasitelkimo, kurį pasirašo šalys. Šis susitarimas yra neatskiriama Sutarties dalis.

12.6. Jei Užsakovas turi pagrįstą įtarimą, kad subtiekéjas nekompetentingas vykdyti jam nustatytas pareigas, jis gali reikalauti, kad Tiekėjas pasitelktų kitą subtiekéją, kuris turėtų kvalifikaciją, atitinkančią Pirkimo dokumentuose nustatytus kvalifikacijos reikalavimus (jei Pirkimo dokumentuose subtiekéjams pagal prisiimtą sutartinių įsipareigojimų dalį buvo keliami kvalifikaciniai reikalavimai) ir nebūtų Pirkimo dokumentuose nustatytų šio subtiekéjo pašalinimo pagrindų (jei Pirkimo dokumentuose subtiekéjams buvo keliamas reikalavimas dėl pašalinimo pagrindų nebuvimo). Užsakovas raštišku prašymu kreipiasi į Tiekėją dėl šio subtiekéjo pakeitimo, nurodydamas motyvus. Tiekėjas, gavęs Užsakovo prašymą dėl Tiekėjo subtiekéjo pakeitimo, turi pareigą per protingą terminą, bet ne ilgesnį kaip 14 dienų, pasiūlyti kitą subtiekéją Sutarties vykdymui bei gauti Užsakovo sutikimą jo paskyrimui. Užsakovui sutikus su subtiekéjo pakeitimu, Užsakovas kartu su Tiekėju raštu sudaro susitarimą dėl subtiekéjo pakeitimo, kurį pasirašo šalys. Šis susitarimas yra neatskiriama Sutarties dalis.

12.7. Jei Tiekėjas ne dėl Užsakovo kaltės per vieną mėnesį nuo tos dienos, kai paaiškėja, kad subtiekéjas nekompetentingas vykdyti nustatytas pareigas, į jo vietą nepaskiria kito Pirkimo dokumentuose nustatytus kvalifikacijos reikalavimus atitinkančio (jei Pirkimo dokumentuose subtiekéjams pagal prisiimtą sutartinių įsipareigojimų dalį buvo keliami kvalifikaciniai reikalavimai) subtiekéjo, **tai bus laikoma esminiu Sutarties pažeidimu**, ir Užsakovas turi teisę vienašališkai nutraukti Sutartį ir taikyti kitas Sutartyje numatytas savo teisių gynimo priemones.

12.8. Subtiekéjams pageidaujant, Užsakovas su jais atsiskaitys tiesiogiai. Apie šią galimybę Užsakovas subtiekéją (-us) informuos atskiru pranešimu per 3 darbo dienas nuo informacijos iš Tiekėjo apie pasitelkiamą subtiekéją gavimo dienos. Norėdamas pasinaudoti tiesioginio atsiskaitymo galimybe,

subtiekėjas turi apie tai raštu ne vėliau kaip per 5 darbo dienas informuoti Užsakovą. Tokiu atveju su Užsakovu, Tiekėju ir subtiekėju bus sudaroma trišalė sutartis, kurioje pateikiama tiesioginio atsiskaitymo su subtiekėju tvarka, įskaitant teisę Tiekėjui prieštarauti nepagrįstiems mokėjimams. Trišalės sutarties dėl tiesioginio atsiskaitymo su subtiekėju pasirašymas nekeičia Tiekėjo atsakomybės dėl Sutarties įvykdymo.

13. ŪKIO SUBJEKTAI, KURIŲ PAJĖGUMAIS REMIASI TIEKĖJAS IR JŲ KEITIMO TVARKA

13.1. Sutarties vykdymui Tiekėjas pasitelkia savo Pasiūlyme nurodytus ūkio subjektus. Ūkio subjektai nurodyti Sutarties SD.

13.2. Tiekėjas atsako už visus pagal Sutartį priimtus įsipareigojimus, nepaisant to, ar jiems vykdyti bus pasitelkiami ūkio subjektai.

13.3. Tiekėjas neturi teisės keisti Sutarties SD nurodytų ūkio subjektų be Užsakovo raštiško sutikimo. **Ūkio subjektų keitimo tvarkos pažeidimas bus laikomas esminiu Sutarties pažeidimu.**

13.4. Ūkio subjektų keitimas ar naujų ūkio subjektų pasitelkimas galimas tik tuomet, kai Tiekėjas Užsakovui pateikia pagrįstą prašymą dėl ūkio subjekto, kuris nurodytas Sutartyje, keitimo ar naujo ūkio subjekto pasitelkimo, naujo ūkio subjekto atitiktį Pirkimo dokumentuose nustatytiems kvalifikaciniais reikalavimams pagrindžiančius dokumentus ir ūkio subjekto pašalinimo pagrindų nebuvimą patvirtinančius dokumentus, bei gauna raštišką Užsakovo sutikimą dėl pasirinkto ūkio subjekto pakeitimo ar naujo ūkio subjekto pasitelkimo. Užsakovui sutikus su ūkio subjekto pakeitimu ar naujo ūkio subjekto pasitelkimu, Užsakovas kartu su Tiekėju raštu sudaro susitarimą dėl ūkio subjekto pakeitimo ar naujo ūkio subjekto pasitelkimo, kurį pasirašo šalys. Šis susitarimas yra neatskiriama Sutarties dalis.

13.5. Jei Užsakovas turi pagrįstą įtarimų, kad ūkio subjektas nekompetentingas vykdyti nustatytas pareigas, jis gali reikalauti, kad Tiekėjas pasitelktų kitą ūkio subjektą, kuris turėtų kvalifikaciją, atitinkančią Pirkimo dokumentuose nustatytus kvalifikacijos reikalavimus ir nebūtų Pirkimo dokumentuose nustatytų šio ūkio subjekto pašalinimo pagrindų. Užsakovas raštišku prašymu kreipiasi į Tiekėją dėl šio ūkio subjekto pakeitimo, nuroydamas motyvus. Tiekėjas, gavęs Užsakovo prašymą dėl ūkio subjekto pakeitimo, turi pareigą per protingą terminą, bet ne ilgesnį kaip 14 dienų, pasiūlyti kitą ūkio subjektą Sutarties vykdymui bei gauti Užsakovo sutikimą jo paskyrimui. Užsakovui sutikus su ūkio subjekto pakeitimu, Užsakovas kartu su Tiekėju raštu sudaro susitarimą dėl ūkio subjekto pakeitimo, kurį pasirašo šalys. Šis susitarimas yra neatskiriama Sutarties dalis.

13.6. Tuo atveju, jei keičiamas ūkio subjektas už kurį Užsakovas vertindamas Pasiūlymą suteikė papildomus ekonominio naudingumo balus, Tiekėjas gali siūlyti tik tokį ūkio subjektą, kurio kvalifikacija būtų ne prastesnė nei ūkio subjekto, kuris keičiamas.

13.7. Jei Tiekėjas ne dėl Užsakovo kaltės per vieną mėnesį nuo tos dienos, kai paaiškėja, kad ūkio subjektas nekompetentingas vykdyti nustatytas pareigas, į jo vietą nepaskiria kito Pirkimo dokumentuose nustatytus kvalifikacijos reikalavimus atitinkančio ūkio subjekto, **tai bus laikoma esminiu Sutarties**

pažeidimu, ir Užsakovas turi teisę vienašališkai nutraukti Sutartį ir taikyti kitas Sutartyje numatytas savo teisių gynimo priemones.

13.8. Tiekėjo pasitelkiamiems ūkio subjektams, kurie faktiškai vykdys sutartį, pageidaujant, Užsakovas su jais atsiskaitys tiesiogiai. Apie šią galimybę Užsakovas ūkio subjektą (-us) informuos atskiru pranešimu per 3 (tris) darbo dienas nuo informacijos iš Tiekėjo apie pasitelkiamą ūkio subjektą gavimo dienos. Norėdamas pasinaudoti tiesioginio atsiskaitymo galimybe, ūkio subjektas turi apie tai raštu ne vėliau kaip per 5 (penkias) darbo dienas informuoti Užsakovą. Tokiu atveju su Užsakovu, Tiekėju ir ūkio subjektu bus sudaroma trišalė sutartis, kurioje pateikiama tiesioginio atsiskaitymo su subtiekejū tvarka, įskaitant teisę Tiekėjui prieštarauti nepagrįstiems mokėjimams. Trišalės sutarties dėl tiesioginio atsiskaitymo su ūkio subjektu pasirašymas nekeičia Tiekėjo atsakomybės dėl Sutarties įvykdymo.

14.SUTARTIES VYKDYMUI PASKIRTI SPECIALISTAI IR JŲ KEITIMO TVARKA

14.1. Sutartį vykdys Tiekėjo Pasiūlyme nurodyti Specialistai. Specialistai nurodyti Sutarties SD.

14.2. Tiekėjas neturi teisės keisti Sutarties SD nurodytų Specialistų (darbuotojų) be Užsakovo raštiško sutikimo. Sutartį vykdys Tiekėjo Pasiūlyme nurodyti Specialistai (darbuotojai) gali būti keičiami tik dėl nuo Tiekėjo valios nepriklausančių aplinkybių (pvz. specialisto ligos, mirties atveju) ar esant kitoms svarbioms aplinkybėms. Specialistų (darbuotojų) pakeitimas be Užsakovo raštiško sutikimo yra laikomas **esminiu Sutarties pažeidimu**.

14.3. Apie tai, kad Sutarties SD nurodytas Specialistas (darbuotojas) (dėl ligos, darbo santykių pasibaigimo ar kitų pagrįstų priežasčių) negali vykdyti Sutarties, Tiekėjas ne vėliau, kaip per 3 darbo dienas privalo informuoti Užsakovą ir pasiūlyti Užsakovui svarstyti naujo Specialisto kandidatūrą, kurio kvalifikacija atitinka Pirkimo dokumentuose nustatytus kvalifikacijos reikalavimus ir jei taikoma, jo turima patirtis yra ne žemesnė nei Pasiūlyme nurodyto Specialisto, kartu pateikdamas reikiamus kandidato kvalifikaciją pagrindžiančius dokumentus. Užsakovui sutikus su Specialisto (darbuotojo) pakeitimu ar naujo Specialisto (darbuotojo) pasitelkimu, Užsakovas kartu su Tiekėju raštu sudaro susitarimą dėl šio Specialisto (darbuotojo) pakeitimo ar naujo Specialisto (darbuotojo) pasitelkimo, kurį pasirašo šalys. Šis susitarimas yra neatskiriama Sutarties dalis.

14.4. Užsakovas turi teisę inicijuoti Specialisto (darbuotojo), kuris nevykdo ar netinkamai vykdo Sutartį, pakeitimą, nuroydamas tokio prašymo motyvus. Tiekėjas, gavęs šiame Sutarties punkte nurodytą Užsakovo prašymą dėl paskirto Specialisto (darbuotojo) pakeitimo, turi pareigą per protingą, bet ne ilgesnį kaip 14 (keturiolikos) kalendorinių dienų terminą, pasiūlyti Užsakovui svarstyti naujo specialisto kandidatūrą, kurio kvalifikacija atitinka Pirkimo dokumentuose nustatytus kvalifikacijos reikalavimus, kartu pateikdamas reikiamus kandidato kvalifikaciją pagrindžiančius dokumentus. Užsakovui sutikus su naujai siūlomu specialistu (darbuotoju), šalys raštu sudaro susitarimą dėl šio Specialisto (darbuotojo) pakeitimo. Šis susitarimas yra neatskiriama Sutarties dalis.

14.5. Tiekėjas turi teisę inicijuoti papildomo naujo Specialisto, kuris atitinka Pirkimo dokumentuose nustatytus reikalavimus, kartu pateikdamas pagrindžiančius dokumentus (jeigu taikoma), įtraukimą į Sutarties vykdymą, nuroydamas tokio prašymo motyvus. Užsakovui sutikus su naujai siūlomo Specialisto (darbuotojo) įtraukimu, šalys raštu sudaro susitarimą dėl šio Specialisto (darbuotojo) įtraukimo. Šis susitarimas yra neatskiriama Sutarties dalis. Tiekėjo papildomai įtraukiamų specialistų skaičius nėra ribojamas.

14.6. Tuo atveju, jei keičiamas specialistas už kurį Užsakovas vertindamas Pasiūlymą suteikė papildomus ekonominio naudingumo balus, Tiekėjas gali siūlyti tik tokį specialistą, kurio kvalifikacija būtų ne prastesnė nei specialisto, kuris keičiamas.

14.7. Jei Tiekėjas ne dėl Užsakovo kaltės per vieną mėnesį nuo tos dienos, kai paaiškėja, kad specialistas (darbuotojas) negali vykdyti Sutarties, į jo vietą nepaskiria kito Pirkimo dokumentuose nustatytus kvalifikacijos reikalavimus atitinkančio asmens, **tai bus laikoma esminiu Sutarties pažeidimu**, ir Užsakovas turi teisę vienašališkai nutraukti Sutartį ir taikyti kitas Sutartyje numatytas savo teisių gynimo priemones.

15.SUSIRAŠINĖJIMAS

15.1. Visi pranešimai, sutikimai ir kitas susižinojimas, kuriuos šalis gali pateikti pagal šią Sutartį, teikiami lietuvių kalba. Visa informacija, įspėjimai ar pranešimai, susiję su šia Sutartimi, privalo būti raštiški ir turi būti siunčiami elektroniniu paštu, registruotu laišku ar kurjeriniu paštu (su patvirtinimu apie įteikimą) arba įteikiami pasirašytinai Sutarties rekvizituose nurodytais adresais kitai Sutarties šaliai. Pranešimai kitai Sutarties šaliai, išsiųsti elektroniniu paštu, yra laikomi gautais jų išsiuntimo dieną arba kitą darbo dieną, jeigu išsiuntimo diena buvo ne darbo diena. Pranešimai, siųsti registruotu laišku, laikomi įteiktais ne vėliau kaip per 3 (tris) darbo dienas nuo jų išsiuntimo dienos.

15.2. Jei pasikeičia šalies adresas ir (ar) kiti Sutartyje nurodyti duomenys, tokia šalis turi informuoti kitą šalį pranešdama ne vėliau, kaip per 3 kalendorines dienas nuo jų pasikeitimo momento. Jei šaliai nepavyksta laikytis šių reikalavimų, ji neturi teisės į pretenziją ar atsiliepimą, jei kitos šalies veiksmai, atlikti remiantis paskutiniais žinomais jai duomenimis, prieštarauja Sutarties sąlygoms arba ji negavo jokio pranešimo, išsiųsto pagal tuos duomenis.

16.ASMENS DUOMENŲ TVARKYMAS

16.1. Vykdydamos Sutartį šalys gautus asmens duomenis, nurodytus Sutartyje, kituose su Paslaugų viešuoju pirkimu susijusiuose dokumentuose tvarko kaip tų asmens duomenų valdytojos laikantis 2016 m. balandžio 27 d. Europos Parlamento ir Tarybos reglamento (ES) 2016/679 dėl fizinių asmenų apsaugos tvarkant asmens duomenis ir dėl laisvo tokių duomenų judėjimo ir kuriuo panaikinama Direktyva 95/46/EB (toliau – Bendrasis duomenų apaugos reglamentas) 5 straipsnyje nustatytų su asmens duomenų tvarkymu susijusių principų, tik esant bent vienai teisėto asmens duomenų tvarkymo sąlygai, nurodytai

Bendrojo duomenų apsaugos reglamento 6 straipsnio 1 dalyje ir užtikrinamos Bendrojo duomenų apsaugos reglamento, Lietuvos Respublikos asmens duomenų teisinės apsaugos įstatymo ir kitų teisės aktų, reglamentuojančių asmens duomenų tvarkymą ir apsaugą, reikalavimų vykdymą.

16.2. Jei Tiekėjas, vykdydamas Sutartį, tvarko asmens duomenis Užsakovo vardu, kai Paslaugų teikimas yra susijęs su asmens duomenų tvarkymu, vadovaujantis Bendrojo duomenų apsaugos reglamento 4 straipsnio 8 punktu, 28 straipsnio 1 dalimi, Tiekėjas yra laikomas duomenų tvarkytoju. Tokiu atveju Tiekėjas ir Užsakovas, prieš pradėdant Tiekėjui tvarkyti asmens duomenis, privalo pasirašyti asmens duomenų tvarkymo sutartį (susitarimą) dėl asmens duomenų tvarkymo, sudarytą vadovaujantis Bendrojo duomenų apsaugos reglamento 28 straipsnio 3 dalimi.

17.KONFIDENCIALUMAS

17.1. Tiekėjas įsipareigoja laikytis konfidencialumo įsipareigojimų, neatskleisti tretiesiems asmenims jokios informacijos, gautos vykdant Sutartį visu Sutarties galiojimo laikotarpiu ir jai pasibaigus 5 metus, išskyrus tiek, kiek tai reikalinga Sutarties vykdymui ir kai pagal įstatymus ar kitus norminius aktus yra numatytas ilgesnis konfidencialios informacijos saugojimo terminas, o taip pat nenaudoti konfidencialios informacijos asmeniniams ar trečiųjų asmenų poreikiams. Visa Tiekėjui atskleista informacija yra konfidenciali, išskyrus teisės aktuose numatytus atvejus bei Užsakovui raštu patvirtinus, kad tam tikra pateikta informacija nėra konfidenciali. Konfidencialia taip pat nėra laikoma informacija, kuri buvo viešai prieinama, arba Tiekėjas gali dokumentais įrodyti, kad informacija jam buvo teisėtai žinoma arba buvo pateikta trečiųjų asmenų, turėjusių raštu patvirtintą teisę atskleisti konfidencialią informaciją.

17.2. Konfidencialia informacija taip pat laikoma:

17.2.1. Bet koku būdu išreikšta informacija (rašytinė, žodinė, elektroninė ar vizualinė), kuria šalys apsikeičia Sutarties vykdymo metu;

17.2.2. Kita informacija, pažymėta kaip konfidenciali ar nors ir nepažymėta, bet pagal savo turinį ir pobūdį laikytina konfidencialia.

17.3. Kilus neaiškumui, ar informacija yra konfidenciali, Tiekėjas privalo kreiptis į Užsakovą dėl informacijos pobūdžio nustatymo.

17.4. Tiekėjas įsipareigoja:

17.4.1. kad Tiekėjo paskirti asmenys, dalyvaujantys Sutarties įgyvendinime, laikysis teisės aktuose numatytų asmens duomenų teisinės apsaugos reikalavimų ir įsipareigos saugoti asmens duomenų paslaptis perėjęs dirbti į kitas pareigas arba pasibaigus darbo ar sutartiniams santykiams;

17.4.2. naudoti asmens duomenis laikantis galiojančių įstatymų, netvarkyti duomenų be dokumentuose užregistruoto Užsakovo Užsakymo, nebent tokia pareiga Tiekėjui numatyta pagal Europos Sąjungos arba valstybės narės įstatymus, taikomus tvarkymo subjektui;

17.4.3. saugoti, jog asmens duomenys nebūtų atskleisti neįgaliotiems asmenims, jog neįgalioti asmenys prie jų neprieitų, jie nebūtų perimti neįgalio asmens, tvarkomi pažeidžiant galiojančių asmens duomenų apsaugos įstatymų nuostatas.

17.5. Tiekėjas įsipareigoja įgyvendinti tinkamas (atitinkančias Lietuvos ir Tarptautinių informacijos saugumo valdymo standartų reikalavimus) fizines, technines, programines ir organizacines priemones, skirtas konfidencialiai informacijai apsaugoti.

17.6. Tiekėjas bei jo paskirti asmenys, kurie sužino konfidencialią informaciją, gali ja naudotis tik tuo tikslu, dėl kurio ši informacija buvo atskleista, ir tik tiek, kiek būtina šalių bendradarbiavimui.

17.7. Tiekėjas naudojasi konfidencialia informacija taip, kad būtų užtikrintas Sutarties įsipareigojimų vykdymas, bei konfidencialia laikomos informacijos saugumas ir neprieinamumas tretiesiems asmenims.

17.8. Jeigu Tiekėjas sužino ar pagrįstai įtaria, kad konfidenciali informacija gali būti atskleista tretiesiems asmenims, jis įsipareigoja imtis visų įmanomų priemonių konfidencialiai informacijai apsaugoti.

17.9. Tiekėjas įsipareigoja nedelsiant pranešti Užsakovui, jeigu sužino arba pagrįstai įtaria, kad konfidenciali informacija buvo neteisėtai atskleista tretiesiems asmenims.

17.10. Nutraukus Sutartį arba įgyvendinus tikslą, dėl kurio konfidenciali informacija buvo atskleista, Tiekėjas privalo grąžinti visą konfidencialią informaciją Užsakovui sunaikinimui arba pats sunaikinti visą iš Užsakovo gautą konfidencialią informaciją, šiuo atveju Tiekėjas per 5 darbo dienas nuo Užsakovo pateikto prašymo gavimo dienos turi pateikti rašytinį patvirtinimą apie konfidencialios informacijos sunaikinimą, nurodant naudotas informacijos naikinimo priemones.

18. INTELEKTINĖS NUOSAVYBĖS TEISĖS

18.1. Visi rezultatai ir su jais susijusios teisės, įgytos vykdant Sutartį, įskaitant intelektinės nuosavybės teises į sukurtą Pirkimo objektą (Paslaugą) ar jo dalis, išskyrus asmenines neturtines teises į intelektinės veiklos rezultatus, yra Užsakovo nuosavybė (jeigu Sutarties SD nenurodyta kitaip), pereinanti Užsakovui nuo Paslaugų rezultato perdavimo momento be jokių apribojimų, kurią Užsakovas gali naudoti, publikuoti, perleisti ar perduoti be atskiro Tiekėjo sutikimo tretiesiems asmenims neterminuotai, neapsiribojant teritorija, be jokių papildomų mokesčių.

18.2. Tiekėjas, neapsiribodamas Lietuvos Respublikos teritorija, be papildomų mokėjimų turi teisę neterminuotai naudotis Sutarties pagrindu sukurtais autorių teisių objektais. Turtinės autorių teisės į Paslaugų teikimo metu sukurtus autorių teisių objektus Užsakovui perduodamos visam Teisės aktuose nustatytam autorių turtinių teisių galiojimo laikotarpiui nuo Akto pasirašymo momento.

18.3. Bet kokie su Sutartimi susiję dokumentai, išskyrus pačią Sutartį, yra Užsakovo nuosavybė ir, Tiekėjui baigus vykdyti savo įsipareigojimus, Užsakovo reikalavimu turi būti grąžinti (kartu su visomis jų kopijomis) Užsakovui, išskyrus dokumentus, kurie yra viešai prieinami ar kurie patvirtina Šalių mokėjimus.

18.4. Šios Sutarties tekstas, išskyrus Tiekėjo vienašališkai sudarytus dokumentus ir duomenis, identifikuojančius Tiekėją, yra Užsakovo autorinis kūrinys. Šios Sutarties sudarymo ir vykdymo procedūros yra Užsakovo geroji praktika. Tiekėjui suteikiama tik neišimtinė, terminuota teisė naudotis Sutarties tekstu tik šios Sutarties vykdymo tikslais. Bet koks kitoks šios Sutarties teksto ir (arba) patirties įgytos Užsakovui taikant Sutarties sudarymo ir vykdymo procedūras naudojimas Tiekėjo veikloje galimas tik gavus tam išankstinį rašytinį Užsakovo sutikimą.

18.5. Tiekėjas garantuoja nuostolių atlyginimą Užsakovui (įskaitant bylinėjimosi išlaidas) dėl bet kokių reikalavimų, kylančių dėl intelektinės nuosavybės teisių pažeidimo ar įtariamo jų pažeidimo (įskaitant gynybą įtariamo pažeidimo atveju), išskyrus atvejus, kai toks pažeidimas (įtariamas pažeidimas) atsiranda dėl Užsakovo kaltės.

18.6. Jeigu Sutarties vykdymo metu autorių teisių objektams sukurti Tiekėjas naudoja kitų autorių kūrinius ar Sutarties vykdymo metu numatytiems autorių teisių objektams sukurti Tiekėjo pasitelkiami kiti asmenys, Tiekėjas yra visiškai atsakingas tiek Užsakovui, tiek ir asmenims už jų kūrinių bei kitos medžiagos, skirtos Sutarties vykdymo metu numatytiems autorių teisių objektams gaminti (sukurti), naudojimo bei perdavimo Užsakovui teisėtumą. Tiekėjas prisiima atsakomybę už pretenzijas ar ieškinius, kylančius iš santykių su autoriais bei kitais trečiaisiais asmenimis dėl autorių teisių pažeidimo, susijusio su Sutarties vykdymo metu naudojamais ir (ar) Užsakovui perduodamais autorių teisių objektais ir įsipareigoja atlyginti Užsakovui jo dėl to turėtus nuostolius.

18.7. Tiekėjas nedelsdamas praneša Užsakovui apie tai, kad jam yra pateiktas ieškinytis ar bet koks kitas reikalavimas dėl bet kokios su Sutartimi susijusios intelektinės nuosavybės teisės pažeidimo ar įtariamo pažeidimo.

18.8. Tiekėjas be išankstinio rašytinio Užsakovo sutikimo neturi teisės pagal Sutartį sukurtų autorių teisių objektų (įskaitant jų darbinius variantus) parduoti, bet koku kitu būdu perleisti, atskleisti tretiesiems asmenims, bet koku būdu platinti/demonstruoti šiuos objektus (jų sudedamąsias dalis) ir / ar bet koku kitu būdu naudotis Teisės aktuose nustatytais autoriaus turtinėmis teisėmis į sutarties pagrindu sukurtus autorių teisių objektus (įskaitant jų darbinius variantus).

19. GINČŲ SPRENDIMO TVARKA

19.1. Kiekvieną ginčą, nesutarimą ar reikalavimą, kylantį iš Sutarties ar susijusį su Sutartimi, jos sudarymu, galiojimu, vykdymu, pažeidimu, nutraukimu, šalys spręs derybomis, vadovaudamosi Lietuvos Respublikos teisės aktais. Ginčo, nesutarimo ar reikalavimo nepavykus išspręsti derybomis, jie bus sprendžiami Lietuvos Respublikos teismuose pagal Užsakovo buveinės vietą.

20. UŽ SUTARTIES TINKAMĄ VYKDYMĄ ATSAKINGI ASMENYS

20.1. Už Sutarties tinkamą vykdymą Tiekėjo skirtas asmuo nurodytas Sutarties SD.

20.2. Už Sutarties tinkamą vykdymą Užsakovo skirtas asmuo nurodytas Sutarties SD.

20.3. Už Sutarties ir jos pakeitimų paskelbimą pagal Įstatymo 86 straipsnio 9 dalies nuostatas, Užsakovo skirtas atsakingas asmuo nurodytas Sutarties SD.

21. BAIGIAMOSIOS NUOSTATOS

21.1. Sutarčiai ir visoms iš šios Sutarties atsirandančioms teisėms ir pareigoms taikomi Lietuvos Respublikos įstatymai bei kiti norminiai teisės aktai. Sutartis sudaryta ir turi būti aiškinama pagal Lietuvos Respublikos teisę.

21.2. Visus kitus klausimus, kurie neaptarti Sutartyje, reguliuoja Lietuvos Respublikos teisės aktai.

21.3. Tiekėjas neturi teisės perleisti visų arba dalies teisių ir pareigų pagal Sutartį jokiai trečiajai šaliai be išankstinio raštiško kitos šalies sutikimo.

21.4. Šalys supranta ir patvirtina, kad Sutarties ir Sutarties priedų sąlygos nelaikomos konfidencialia informacija, jeigu konkrečiuose dokumentuose nenurodyta kitaip. Šalys laiko paslapyje savo kontrahento darbo veiklos principus ir metodus, kuriuos sužinojo vykdant Sutartį, išskyrus atvejus, kai ši informacija yra vieša arba turi būti atskleista įstatymų numatytais atvejais.

21.5. Sutarties SD pasirašantys šalių atstovai patvirtina, kad Sutartis sudaryta be ekonominio spaudimo, laisva Sutarties šalių valia, ją pasirašantys Sutarties šalių atstovai Sutartį perskaitė, suprato jos turinį, pasekmes ir jos sudarymas visiškai atitinka šalių valią ir tikslus.

GENERAL PART OF THE CONTRACT FOR THE PUBLIC PROCUREMENT-SALE OF SERVICES

1. CONCEPTS AND DEFINITIONS

The capitalised terms used in the Contract shall have the meaning as provided below:

1.1. Statement shall mean the statement of transfer and acceptance of the Services, Products and/or Works signed by the Parties (authorised persons, the person responsible for the proper performance of the Contract), or any other equivalent document signed by the Parties, following the provision of the Services, delivery of Products and/or the execution of the Works by the Provider.

1.2. CPP IS shall mean the Central Public Procurement Information System, which allows the Customer to organise and tenderers to participate in public procurements online.

1.3. Customer shall mean a legal entity indicated in the SP of the Contract who procures the subject of the Contract specified in the SP of the Contract.

1.4. Provider shall mean a person or a group of persons indicated in the SP of this Contract providing the Services described in the Contract to the Customer.

1.5. Party shall mean the Customer or the Provider, each separately. Parties shall mean the Customer and the Provider jointly.

1.6. Third Party shall mean any other natural person or legal entity who is not a Party to this Contract.

1.7. Economic operator shall mean a legal entity or natural person whose capacity the Provider relies on to meet the qualification requirements set out in the Procurement Conditions. In the event the Provider relies solely on the resources of another economic operator, such operators shall be referred to in the Contract as the Third Parties.

1.8. Law shall mean the Law of the Republic of Lithuania on Public Procurement.

1.9. Contract Price shall mean the total amount to be paid to the Provider under the Contract as set out in Point 6.4 of the SP of the Contract.

1.10. Initial Contract Value shall mean the total Contract Price (excluding VAT) indicated in the SP of the Contract, without taking into account any amendments to the Contract following its conclusion.

1.11. Services shall mean the services specified in the SP of the Contract to be provided under the terms and procedure as established in the Contract.

1.12. Tender bid shall mean the entirety of the documents submitted by the Tenderer in the Procurement Procedure conducted by the Contracting Authority.

1.13. Procurement Conditions shall mean the entirety of the documents provided to the tenderers during performance of the Procurement Procedures by the Customer, pursuant to which the tenderer submitted its Tender bid.

1.14. Contract shall mean this contract comprising the SP of the Contract, the GP of the Contract as well as Annexes and the Agreements listed in the SP of the Contract.

1.15. General Part of the Contract (hereinafter referred to as the GP of the Contract) shall mean this document, which is an integral part of the Contract defining the standard provisions of the Contract, as well as the standard rights, duties and liability of the Customer and the Provider.

1.16. Special Part of the Contract (hereinafter referred to as the SP of the Contract) shall mean the special part of the Contract providing detailed information on the subject of the Contract, quantity, price and rates (if applicable) of the Services, the procedure for reviewing the price/rates, terms for delivery of the Services as well as any other terms and conditions agreed by the Parties.

1.17. Contract Performance Guarantee shall mean a performance guarantee issued by a bank or other credit institution registered in the Republic of Lithuania or in a foreign country, a suretyship bond issued by an insurance company, or a guarantee issued by the Provider by depositing funds in the Customer's bank account.

1.18. Technical Specification shall mean a document setting out the description of the Procurement object as well as technical, quality and other requirements.

1.19. Legal acts shall mean a legal act adopted in the manner and form established by the Constitution of the Republic of Lithuania, Law of the Republic of Lithuania on Legislative Framework and other laws of the Republic of Lithuania, which establishes, amends or abolishes legal norms intended for an unspecified group of operators or cases.

1.20. Order shall mean a written order to the Provider for the provision of the Services. The Order shall be deemed to have been received on the date of dispatch or after 5 (five) days if it was sent by registered mail of the Party, or shall be deemed to have been received at the time of delivery, if delivered directly.

1.21. Specialist shall mean a specialist (employee) engaged by the Provider for the performance of its obligations under the Contract, whose professional qualifications and/or experience have been relied upon by the Provider to meet the qualification requirements (if applicable) set out in the Procurement documents and/or whose qualifications have been taken into account by the Customer in evaluation of the Provider's Tender bid (if applicable).

2. SUBJECT OF THE CONTRACT

2.1. The subject of this Contract shall be set out in the SP of the Contract.

2.2. The Services or the Products and/or Works related to the Services, which are subject mutatis mutandis to the provisions of the Contract and the requirements of the Legal Acts, may be supplied under this Contract in accordance with the nature of the Products/Works and the Technical Specification.

3. ENTRY INTO FORCE, PERFORMANCE GUARANTEE, STRUCTURE AND INTERPRETATION OF THE CONTRACT

3.1. The effective date of this Contract shall be set out in the SP of the Contract.

3.2. The use of performance guarantee shall be set out in the SP of the Contract (if applicable).

3.2.1. The Contract performance guarantee is aimed at securing the performance of the Provider's contractual obligations, including, but not limited to, payment of default charges. If the Contract is terminated for any reason, the Contract performance guarantee may be used to repay any of the amounts payable by the Provider to the Customer. The Customer may use the Contract performance guarantee irrespective of termination of the Contract.

3.2.2. Where the period of performance of the Provider's contractual obligations is extended, validity term of the Contract performance guarantee shall be extended accordingly. The Provider shall ensure that extension of the Contract performance guarantee does not lead to the creation of a period of unsecured performance of the Provider's obligations.

3.2.3. The performance guarantee and/or the document substantiating the guarantee shall be returned to the Provider within 5 (five) working days of the Provider's written request if the Provider has duly and in timely manner fulfilled all its contractual obligations, or if the Contract performance guarantee is no longer required.

3.2.4. If, during the term of the Contract, the Contract performance guarantee expires, the Provider shall, not later than 10 working days before the expiry of the Contract performance guarantee, submit to the Customer a new Contract performance guarantee document valid until the end of the Contract.

3.2.5. The Provider undertakes to provide a new Contract performance guarantee document within 10 working days after the Customer has invoked the Contract performance guarantee.

3.3. This Contract shall be an integral and indivisible document, comprising all the documents listed below. The following order of priority of the Contract documents shall be established for the purposes of interpretation and invocation of the Contract:

3.3.1. Tender notice;

3.3.2. SP of the Contract;

3.3.3. Annex to the SP of the Contract 'Technical Specification';

3.3.4. GP of the Contract;

3.3.5. Procurement Conditions;

3.3.6. Annexes to the Procurement Conditions;

3.3.7. Tender bid.

3.4. If there are any ambiguities, inconsistencies, or contradictions in the documents of the Contract, the rules established in the higher-ranking document shall always supersede those in the lower-ranking document from the effective date of the Contract. In the event the documents submitted by the Provider, including licences, rules for their use, etc., are deemed part of the Contract, any provisions of

the documents submitted by the Provider that are contrary to the Law and/or the Procurement Conditions shall be deemed invalid.

3.5. The Contract shall be governed by and construed in accordance with the laws of the Republic of Lithuania. All rights and obligations under the Contract shall be governed by the legal acts of the Republic of Lithuania.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Customer undertakes:

4.1.1. To check the Services provided and record results of the checks within the time limit specified in the SP of the Contract but not later than the date of signing the Statement;

4.1.2. To accept the Services rendered by the Provider that comply with the requirements set out in the Technical Specification within the time limit and in accordance with the procedure set out in the Contract;

4.1.3. To pay the price set forth in the Contract to the Provider for the accepted Services under the terms and conditions set out in the Contract;

4.1.4. To cooperate with the Provider: to give the information and/or documents to the Provider that are reasonably requested by it and available to the Customer, which are necessary for the proper and timely performance of the Contract;

4.2. To duly perform other obligations provided for in the Contract and legal acts in force in the Republic of Lithuania.

4.3. Other obligations of the Customer shall be set out in the SP of the Contract.

4.4. **The Customer shall have the right:**

4.4.1. To require that the Provider fulfils its obligations under the Contract and legal acts in force in the Republic of Lithuania in a proper and timely manner;

4.4.2. To check the Service provision process as far as it is related to the quality of the Services provided, to submit comments and suggestions to the Provider regarding the provision of Services. Any deficiencies observed by the Customer shall be recorded in writing or sent by e-mail, and must be rectified at the Provider's expense within the time limit specified by the Customer;

4.4.3. Not to pay the invoices that do not comply with the European Electronic Invoicing Standard if they are submitted by the Provider using other means than provided for in Point 5.10 of the Contract;

4.4.4. To deduct the amounts of penalty charges and other losses incurred due to the fault of the Provider from the amounts payable to it upon a written notice sent to the Provider;

4.4.5. To suspend payments to the Provider if it fails to perform or unduly performs any of its obligations under the Contract or under the legal acts until such obligations have been properly fulfilled;

4.4.6. At any time during the term of the Contract, to require that the Provider presents supporting documents regarding the existence/absence of the circumstances referred to in Article 37 (9), Article 45

(2¹), and/or Article 47 (9) of the Law. If the Provider fails to present this information within the time limit set by the Contracting Authority, the Contracting Authority shall have the right to unilaterally terminate the Contract in an out-of-court procedure, by giving the Provider a 10-calendar days' written notice;

4.4.7. To request the Provider to present all the documents provided for in the Technical Specification and the Contract.

4.5. The Customer shall have other rights provided for in the Contract and the legal acts in force in the Republic of Lithuania.

4.6. Other rights of the Customer shall be set out in the SP of the Contract.

4.7. **The Provider undertakes:**

4.7.1. Immediately but not later than within the time limit set out in the SP of the Contract to notify the Customer in writing of any circumstances, which hinder and/or may prevent the Provider from fulfilling its contractual obligations in accordance with the terms and conditions set out in the Contract. This notice shall not waive the Customer's right to charge penalty charges under the Contract or to claim other damages if the Services are not delivered on time;

4.7.2. To provide the Services in a proper and high-quality manner pursuant to the requirements set out in the Technical Specification within the time and in accordance with the procedures established in the Contract;

4.7.3. To provide the Services at own risk and at own expenses as carefully and efficiently as possible, in accordance with, including but not limited to, the best generally accepted professional, technical standards and practices, using all available or required skills, knowledge and resources;

4.7.4. At the request of the Customer, to provide it with all information or documents and/or a report on the progress of the Contract within the time limit specified by the Customer;

4.7.5. To ensure that, at the time of conclusion of the Contract and throughout its validity, the Contract is performed by the Provider's employees and/or the employees of the economic operator(s) engaged by the Provider (if any), who possess the necessary qualifications and experience for the performance of the Contract, in accordance with the requirements laid down in the Procurement Documents and the applicable legal acts. Moreover, to ensure that the qualifications of the Provider and its sub-provider(s) meet the requirements set out in the Procurement Documents and legal acts throughout the validity of the Contract;

4.7.6. Upon written request of the Customer, not later than within 3 working days from the date of receipt of the request or within the time limit specified by the Customer, to return all documents necessary for the performance of the Contract that were received from the Customer;

4.7.7. To ensure confidentiality and protection of the information received from the Customer during the performance of the Contract and related to the performance thereof;

4.7.8. The Provider's employees who, by virtue of their assigned functions or work, would have the right to unsupervised access to facilities and assets important to ensuring national security managed

by the Customer or to make decisions regarding the functioning of these facilities and assets, shall meet the criteria set out in Article 17 (2) of the Law of the Republic of Lithuania on the Protection of Objects of Importance to Ensuring National Security.

4.7.9. During the performance of the Procurement Contract, to ensure compliance with the requirements set out in Article 37 (9), Article 45 (2¹) and Article 47 (9) of the Law;

4.8. To comply with the following environmental requirements: reduce the use of paper, eliminate unnecessary copying and printing of documents, submit the documentation and Statements of Transfer and Acceptance of the Services to the Customer only in electronic format, sign the documentation that has to be signed as well as Statements of Transfer and Acceptance of the Services with electronic signature. If printing is necessary, recycled paper shall be used, which complies with the minimum environmental criteria set out by Order No D1-508 of the Minister of Environment of the Republic of Lithuania of 28 June 2011 On Approval of the Procedure for the Application of Environmental Criteria for the Conduction of Green Procurement (current version);

4.9. To provide Services remotely if there is such a possibility;

4.10. The Provider undertakes to duly perform other obligations provided for in the Contract and legal acts in force in the Republic of Lithuania.

4.11. Other obligations of the Provider shall be set out in the SP of the Contract.

4.12. **The Provider shall have the right:**

4.12.1. To require the Customer to accept the Services provided in a timely and high-quality manner that comply with the requirements of the Contract and the Technical Specification, as well as of legal acts applicable to the provision of the Services, and to pay the established amount in the Contract for these Services in accordance with the terms, conditions and procedure laid down in the Contract;

4.12.2. To require that the Customer fulfils its obligations under the Contract and legal acts in force in the Republic of Lithuania in a proper and timely manner;

4.12.3. To request the Customer to provide the available documents and/or other information that are necessary for the Provider to perform properly its obligations under the Contract;

4.12.4. Other rights of the Provider shall be set out in the SP of the Contract.

5. CONTRACT PRICE AND PAYMENT PROCEDURE

5.1. The pricing applicable to the Contract (in accordance with the Methodology for Establishing Pricing Rules approved by Order No 1S-95 of the Director of the Public Procurement Office of 28 June 2017 On Approval of the Methodology for Establishing Pricing Rules) shall be set out in the SP of the Contract.

5.2. The Initial Value of the Contract shall be specified in the SP of the Contract.

5.3. The Contract price shall be indicated in the SP of the Contract.

5.4. The procedure for recalculation of Service prices/rates shall be set out in the SP of the Contract.

5.5. The payment procedure shall be set out in the SP of the Contract.

5.6. The possibility of advance payment shall be specified in the SP of the Contract (if applicable).

5.6.1. The advance payment procedure when the Services are paid for by instalments shall be as follows:

5.6.1.1. The advance paid to the Provider shall be credited as a partial payment for the Services provided. The outstanding Contract Price for the Services provided shall be paid by instalments upon signing of Statements and submission of invoices by the Provider under the procedure set out in the Contract.

5.6.1.2. In case the advance was paid to the Provider and it is late with the provision of the Services, the Provider shall pay interest at a rate of 10% per annum of the amount of advance, in addition to the amounts payable under Point 9.2 of the SP of the Contract. This interest shall be applicable for the period of delay but up to a maximum of 1 month.

5.6.1.3. Upon termination of the Contract, the Provider must refund the received advance to the Customer within 7 working days (if part of the Services has been already provided and the Customer has accepted them, the part of advance is refunded; the Customer shall use the advance guarantee (if applicable). In cases where Point 4.1 of the SP of the Contract was not applied, the Provider shall pay interest at a rate of 10% per annum on the amount of advance to be repaid for the period from the date of advance payment until its repayment.

5.6.2. The advance payment procedure for the Services paid by a single instalment shall be as follows:

5.6.2.1. Once the advance has been paid, the remaining Contract Price shall be payable upon delivery of all Services. Where the advance has not been paid (when the Provider has not requested or has not provided appropriate advance repayment guarantee), the full Contract Price for the Services provided shall be payable upon signing of the Statement and submission of an invoice by the Provider in accordance with the procedure set out in the Contract.

5.6.2.2. Upon termination of the Contract, the Provider must refund the received advance to the Customer within 7 working days (if part of the Services has been already provided and the Customer has accepted them, the part of advance shall be refunded, which exceeds the price of the Services accepted by the Customer). If the Provider fails to repay the received advance, the Customer shall invoke the advance guarantee (if applicable). In cases where Point 6.7 of the SP of the Contract was not applied, the Provider shall pay interest at a rate of 10% per annum on the amount of advance to be repaid for the period from the date of advance payment until its repayment.

5.7. The price/rates for the Services shall be inclusive of all fees and all costs incurred by the Provider covering everything necessary for the full and proper performance of the Contract (including the cost of invoicing by the means provided for in Point 5.10 of the GP of the Contract).

5.8. If during the performance of the Contract there is a change in legal acts governing the payment of VAT, which directly affects the price/rates for the Services provided by the Provider under the Contract, the price/rates for the Services specified under the Contract shall be recalculated by way of an increase or decrease thereof. The recalculation shall be formalised by an amendment to the Contract, which shall become an integral part of the Contract. The recalculated price/rates shall apply to the part of the Services invoiced according to the new valid VAT. If the Provider initiates the recalculation of price/rates for the Services due to a change (increase or decrease) in VAT, the Provider shall contact the Customer in writing and provide specific calculations on the impact of the change in VAT on the price/rates of the Services. The Customer also shall have the right to initiate a price/rate recalculation due to changes in VAT.

5.9. If the Contract Price has been revised in accordance with the price revision clauses set out in the Contract, the Initial Contract Value shall be adjusted accordingly (upwards or downwards).

5.10. During performance of the Contract, invoices shall only be submitted electronically within the time limit specified in Point 6.6 of the SP of the Contract. Electronic invoices that comply with the European standard for electronic invoices, the reference of which was published in the Commission Implementing Decision (EU) 2017/1870 of 16 October 2017 on the publication of the reference of the European standard on electronic invoicing and the list of its syntaxes pursuant to Directive 2014/55/EU of the European Parliament and of the Council (OJ 2017 L 266, p. 19) (hereinafter referred to as the **European e-Invoicing Standards**) shall be submitted by means selected by the Provider. Electronic invoices not complying with the European e-Invoicing Standard shall only be submitted using the General Information System of Invoice Administration (SABIS). The Provider must submit proforma invoices (if Point 6.7 of the SP of the Contract provides for advance payment) in accordance with the procedure set out in this Point of the Contract.

5.11. The payment date shall be the date when funds are debited from the Customer's account. If the payment deadline falls on a non-working day, the payment date under the Contract shall be considered the following working day.

6. PROCEDURE FOR TRANSFER AND ACCEPTANCE OF THE SERVICES

6.1. The result of provision of the Services shall be transferred to the Customer by signing the Statement of Transfer and Acceptance of the Services by the Parties to the Contract. The time limit for signing the Statement shall be specified in the SP of the Contract.

6.2. Having fulfilled the obligations provided for in the Contract, the Provider must address the Customer with regard to the transfer of result of the Services to the Customer and signing of the Statement

of Transfer and Acceptance of the Services. The Customer undertakes to accept the properly and timely provided Services by signing the Statement of Transfer and Acceptance of the Services.

6.3. If, at the time of provision of the Services and/or transfer and acceptance of the Services, it becomes apparent that the Services were provided in an inappropriate manner and the result of the Services do not comply with the requirements set out in the Contract and/or the Technical Specification, the Customer shall have the right to refuse to sign the Statement of Transfer and Acceptance of the Services by indicating in writing to the Provider the defects of the provided Services (specifying also the measures, if possible, which the Provider must take to ensure that the quality of Services meets the requirements of the Contract and/or the Technical Specification and the Statement of Transfer and Acceptance of the Services is signed). If the Customer refuses to sign the Statement of Transfer and Acceptance of the Services and informs the Provider that the Services or any part of the Services does not comply with the Contract and/or Technical Specification, the Provider shall, at its own expense, eliminate the specified violations (non-conformities) of the Contract within a reasonable period specified by the Customer.

6.4. If the Provider fails to eliminate defects of the Services within the time limit set by the Customer, the Customer shall have the right not to accept and not to pay for the Services subsequently transferred and to send a notification of non-acceptance of the Services to the Provider.

6.5. Together with the Statement of Transfer and Acceptance of the Services, the Provider must submit to the Customer all documents (the documents must be in the original language and accompanied by the certified translation into Lithuanian bearing the translator's signature and the seal of the translation agency), which are necessary for the use of results created in the provision of the Services (if applicable).

7. QUALITY OF THE SERVICES

7.1. The warranty period for the Services shall be established in the SP of the Contract (if applicable) and shall commence from the date of transfer of the Services or part thereof to the Customer, i.e. from the date of signing the Statement. If the warranty period is not established, it shall not limit the Customer's right to lodge claims with the Provider during the term of the Contract due to hidden defects of the Services, which the Customer could not identify at the time of acceptance of the Services. Defects shall be eliminated at the expense of the Provider.

7.2. Pursuant to Article 6.317 of the Civil Code of the Republic of Lithuania (hereinafter referred to as the Civil Code), the Provider's warranty (confirmation) of the ownership right and quality of the Products shall exist whether or not this warranty is provided for in the Contract (statutory guarantee).

7.3. By signing the Contract, the Provider shall guarantee that the Services provided are of high quality, comply with all the requirements of the Contract and legal acts, are suitable for use according to their intended purpose, and without hidden defects.

7.4. Defects of the Services identified at the time of the transfer and acceptance of the Services or/and after the signing of the Statement must be eliminated at the expense of the Provider within the time limits set in the SP of the Contract. The Customer must notify the Provider in writing of any defects observed in the Services. The Customer shall have the right not to accept the Services if there are defects identified in the Services at the time of the transfer and acceptance of the Services. The identified defects in the Services shall be noted in the Statement, indicating the reasons for the decision. The Services may be accepted by the Customer with minor defects, indicating in the Statement the defects and the time limit within which the defects must be eliminated (only in cases where the Technical Specification provides for the definition of minor defects). In all cases, all Works and/or Products related to the elimination of defects in the Services shall be carried out by the Provider at its own expense within the time limit specified in the SP of the Contract for the elimination of defects (unless the Parties have agreed on a shorter time limit). The payment period set out in the Contract shall begin to run and the Customer shall be obliged to pay to the Provider only after the Customer is sure that the defects, including minor ones, have been completely eliminated. The elimination of defects shall be noted in the Statement and attested by the signatures of the Parties.

7.5. If the Provider fails to eliminate the defects identified at the time of the transfer and acceptance of the Services and/or during validity of the warranty period, the Provider shall, upon request of the Customer, pay the amount of penalty charges for the delay in remedying the defects as set out in the SP of the Contract and shall compensate the Customer for the losses incurred as a result of this in so far as such losses are not covered by the penalty charges. The payment of penalty charges and compensation for losses shall not relieve the Provider of the obligation to eliminate defects as soon as possible.

7.6. The Provider shall be presumed to be materially liable for any defects in the Services, which have become apparent during the transfer and acceptance of the Services or/and during validity of the warranty period unless the Provider proves that defects of the Services have not been caused by the fault of the Provider or by the negligence of the performance of its contractual obligations.

7.7. The warranty period for the Products (or parts thereof)/Works (or parts thereof) shall be set out in the Contract and shall start to run from the date of the transfer of the Products or parts thereof (if the Products are supplied in lots)/Works (if the Works are performed according to lots) to the Customer, i.e. from the date of signing of the Statement (except if the Products/Works are accepted with defects: in this case, the time limit shall be calculated from the date of entry of a note in the Statement on the elimination of defects). The established warranty period shall not limit the Customer's right to submit claims to the Provider regarding defects in the Products/Works transferred in accordance with the procedure and terms set out in Article 6.338 of the Civil Code of the Republic of Lithuania.

8. LIABILITIES OF THE PARTIES

8.1. The terms of the civil liability of the Provider and the Customer shall be set out in the SP of the Contract.

8.2. The Customer may deduct penalty charges payable by the Provider from the amounts due to the Provider under the Contract.

8.3. The Parties shall be responsible for the proper performance of the terms and conditions of the Contract. The liability of the Parties shall be determined pursuant to the legal acts in force in the Republic of Lithuania and the Contract.

8.4. The Provider shall indemnify the Customer for the damages caused by the provision of inadequate quality Services.

8.5. Payment of the penalty charges shall not release the Parties to the Contract from performance of their obligations assumed under the Contract.

8.6. The Provider shall in all cases be liable for any loss or damage caused by the persons engaged by it during provision of the Services to the Customer regardless of whether such loss or damage is caused to the Customer, its employees or any third parties and their property.

8.7. In the event of improper performance of the Provider's obligations, the Customer shall have the right, without prejudice to other remedies provided for in the Contract and the legal acts, to deduct unilaterally from all amounts payable to the Provider under the Contract (by notifying the Provider in writing thereof), and if these amounts are insufficient, also from the performance guarantee presented by the Provider (by notifying the Provider in writing thereof), to cover the penalty charges specified in the Contract and all losses incurred. This provision shall apply notwithstanding the termination of the Contract and the application of other sanctions.

9. FORCE MAJEURE

9.1. The Party shall be released from liability for the non-performance of the Contract if it can prove that such non-performance is due to the circumstances, which the Party could neither control nor reasonably foresee at the time of the conclusion of the Contract and prevent the occurrence of the said circumstances or the consequences thereof (force majeure).

9.2. The force majeure shall mean the circumstances indicated in Article 6.212 of the Civil Code and the Rules of Release from Liability in the Event of Force Majeure approved by Resolution No 840 of the Government of the Republic of Lithuania of 15 July 1996 On the Approval of the Rules of Release from Liability in the Event of Force Majeure.

9.3. A Party that is unable to perform its obligations under the Contract due to the presence of force majeure must notify the other Party in writing within 10 days of the occurrence of these circumstances.

9.4. Once the force majeure ceases to exist, the Parties shall continue performance of the obligations under the Contract unless they agree otherwise.

9.5. Where the force majeure and its consequences persist for a period exceeding 3 months, each Party shall have the right to waiver performance of their obligations and terminate the Contract.

10. SUSPENSION OF THE CONTRACT

10.1. In the event of unforeseeable circumstances beyond the control of the Parties (other than force majeure) arising during the performance of the Contract, which prevent the Party from performing the Contract and which could not have been foreseen at the time of the conclusion of the Contract (the circumstances shall be substantiated by objective facts and documents, which clearly demonstrate that these circumstances have occurred), the Party shall immediately provide the other Party with the documents confirming this fact, which decides on the suspension of the performance of the contractual obligations or any part thereof until the circumstances in question have ceased to exist. Once the circumstances referred to in this paragraph cease to exist, performance of the Contract shall be resumed for the period of time remaining before the suspension of performance of the Contract.

10.2. If performance of the contractual obligations has been suspended for reasons beyond the Provider's control for a period of at least 90 calendar days, after the expiry of 90 calendar days, the Provider may require the Customer by written notice to resume the performance of the contractual obligations within 14 calendar days.

10.3. The Customer also shall have the right to suspend performance of the contractual obligations (or part thereof) if it has reasonable suspicions regarding quality of the Services provided and it needs time to inspect and ascertain the quality of the Services provided. In this case, the suspension of contractual obligations (or part thereof) may last up to 5 working days. The Customer's ability to exercise this right shall not be subject to the will or influence of the Provider.

10.4. Once the circumstances that resulted in suspension of contractual obligations cease to exist, performance of the Contract shall be resumed for the period of time remaining prior to suspension of performance of the Contract. The Parties shall notify each other at least 3 working days in advance if they wish to resume performance of the suspended contractual obligations (or part thereof).

10.5. Suspension of contractual obligations must in all cases be agreed upon in writing, stating the reasons for the suspension and the duration of the suspension, and accompanied by the documents (if any) confirming the grounds for suspension.

11. VALIDITY, TERMINATION AND AMENDMENT OF THE CONTRACT

11.1. The Contract shall be deemed to have been concluded when the Parties sign the SP of the Contract by hand or with a qualified electronic signature, or by any other means agreed in the SP of the Contract. In the event the Parties sign these documents at different times, the Contract shall enter into force on the date the last Party signs the SP of the Contract.

11.2. From the date of conclusion of the Contract, the GP of the Contract and the Annexes to the Contract, published on the CPP IS, shall become part of the Contract (reference shall be provided in the SP of the Contract).

11.3. In the event the Provider is required under the SP of the Contract to provide a Contract performance guarantee (if required under the SP of the Contract), the Contract shall enter into force on the day following the date, on which the required Contract performance guarantee has been provided to the Customer and shall remain in force until the contractual obligations of the Parties to the Contract have been fully discharged, or until the Contract has been terminated in the cases set out in the Contract or the laws.

11.4. If the Provider fails to provide the Customer with a Contract performance guarantee in accordance with the terms of the SP of the Contract, the Provider shall be deemed to have withdrawn from the Contract without due reason. In this case, the Contract shall be deemed to be terminated on the day following the deadline for the Provider to present a Contract performance guarantee, and the Customer shall be entitled to offer the Contract to another Provider in accordance with the procedure laid down by laws, and to require the Provider to compensate the Customer for the losses incurred by the latter, and to make use of the Provider's tender bid security for this purpose, without exceeding the amount of the losses incurred.

11.5. If any provision of the Contract becomes or is declared invalid in whole or in part, this shall not affect the validity of other provisions of the Contract.

11.6. The Contract may be terminated:

11.6.1. By written mutual agreement between the Parties;

11.6.2. In cases and according to the procedures set out in the Contract;

11.6.3. In other cases specified by the Civil Code.

11.7. The Customer may unilaterally terminate the Contract in an out-of-court procedure by giving the Provider a written 10 (ten) calendar days' notice if:

11.7.1. The Provider is subject to restructuring or bankruptcy proceedings, the Provider is wound up or suspends its business activities, or a similar situation arises in accordance with the procedure laid down by laws or any other legal acts, and these circumstances prevent the proper and timely fulfilment of the obligations assumed under the Contract;

11.7.2. In the event of a material breach of the Contract, as provided for in the Contract and/or the Civil Code of the Republic of Lithuania;

11.7.3. The Contract was amended in breach of Article 89 of the Law;

11.7.4. The circumstances referred to in Articles 37 (9), 45 (2¹) and/or 47 (9) of the Law have been identified;

11.7.5. It became apparent that the Provider who was awarded the Contract should have been excluded from the Procurement Procedure in accordance with Article 46 (1) of the Law;

11.7.6. It became apparent that the Provider should not have been awarded the Contract due to a finding by the Court of Justice of the European Union in proceedings under Article 258 of the Treaty on the Functioning of the European Union for the failure to fulfil the obligations under the EU founding treaties and Directive 2014/24/EU;

11.7.7. The Government of the Republic of Lithuania, in accordance with the procedure established by the Law on the Protection of Objects of Importance to Ensuring National Security, adopts a decision confirming that the Contract (or an amendment thereto) is considered to pose a risk or fails to conform to the national security interests;

11.7.8. The Provider fails to provide a new or renewed Contract performance guarantee in accordance with the procedure set out in the SP of the Contract, except the original Contract performance guarantee (where a Contract performance guarantee is required);

11.7.9. The Provider breaches the confidentiality obligations set out in the Contract;

11.7.10. The Provider fails to commence performance of the Contract on time;

11.7.11. The suspension of performance of the Contract lasts for more than 90 days.

11.8. The Customer may unilaterally terminate the Contract without a prior notice due to a material breach of the Contract and claim damages if:

11.8.1. The Supplier is late with the provision of the Services beyond the time limit specified in the SP of the Contract;

11.8.2. The default interest rate reaches 20 (twenty) % of the Initial Contract Value;

11.8.3. In order to conclude the Contract with the Customer, the Provider had entered into an agreement, which unduly restricted competition;

11.8.4. During the performance of the Contract, the Provider has been placed on the list of unreliable providers, or invites a sub-provider placed on the list of unreliable providers;

11.8.5. If the Provider has changed its joint venture partner without a prior written consent of the Customer;

11.8.6. The Provider (or at least one of the Provider's participants where the Provider is a group of economic operators) has lost the status referred to in Article 23 of the Law, or a sub-provider has lost that status and the Provider is unable to replace it with another eligible sub-provider, and is unable to carry out the Contract without the sub-provider.

11.9. The Provider may unilaterally terminate the Contract in an out-of-court procedure:

11.9.1. By giving the Customer at least a 20 (twenty) calendar days' written notice of termination of the Contract if the Customer, through no fault of the Provider or due to force majeure, delays payment for more than 30 calendar days or commits any other material breach of the Contract, as provided for in the Civil Code;

11.9.2. The suspension of performance of the Contract lasts for more than 90 calendar days.

11.10. The Customer shall have the right to terminate the Contract unilaterally through no fault on the part of the Provider, by giving the Provider at least a 30 calendar days' notice, notwithstanding the fact that the Provider has already started performance thereof. In this case, the Customer shall be obliged to pay the Provider for the Services provided prior to termination of the Contract.

11.11. Termination of the Contract shall not exclude the right to claim penalty charges provided for in the Contract for non-performance or improper performance of contractual obligations prior to termination of the Contract, and to claim losses incurred as a consequence of non-performance or improper performance of the obligations under the Contract as provided for in the Contract.

11.12. In cases other than those provided for in this section, the Contract may be amended only if this is possible in accordance with the provisions of Article 89 of the Law.

11.13. Should the need arise to procure additional Services, the Customer shall request the Provider to send prices for the additional Services (if the prices of additional Services are not publicly available), noting that the prices of the additional Services to be procured must be competitive and not higher than the market prices. Upon receipt of the prices (a commercial offer) of the additional Services provided by the Provider, the Customer shall perform the market price analysis (phone and/or written survey and/or online research, etc.) in order to evaluate whether the prices of the additional Services provided by the Provider conform to the market prices. Having established that the prices of the additional Services provided by the Provider are higher than the market prices, the Customer shall ask the Provider to reduce the prices. Only after an objective assessment and availability of supporting/evidentiary documentation that the Provider's prices for the additional Services are in line with market prices, they may be procured in accordance with this Contract.

11.14. Other terms and conditions of the Contract may be amended during its term in accordance with the procedures outlined in the Contract and the Law. Amendments to the Contract shall be only valid when made through a written agreement between the Parties. These agreed-upon amendments shall become an integral part of the Contract.

11.15. Technical amendments to the Contract may be made during the performance thereof. Technical amendments shall include: details of the Parties to the Contract, change of contact persons, technical errors. Technical amendments shall be formalised by an agreement signed by the representatives of the Parties to the Contract and shall form an integral part of the Contract.

12.SUB-PROVIDERS AND PROCEDURE OF THEIR REPLACEMENT

12.1. The Provider shall use sub-providers specified in the Tender bid for the performance of the Contract. The sub-providers shall be specified in the SP of the Contract.

12.2. The Provider shall bear liability for all the obligations assumed under the Contract, irrespective of whether any sub-providers have been engaged for the performance thereof.

12.3. Upon conclusion of the Contract and not later than the commencement of performance of the Contract, the Provider undertakes to inform the Customer of the names, contact details and representatives of the sub-providers known at that time. The Customer shall also require that the Provider notifies of any changes to the above information throughout the performance of the Contract, as well as of any new sub-providers it intends to engage subsequently.

12.4. The Provider shall not be entitled to replace sub-providers without a written consent of the Customer. **Violation of the procedure for replacing sub-providers shall be considered a material breach of the Contract.**

12.5. The replacement of sub-providers or the engagement of new sub-providers shall be possible only if the Provider submits a reasoned request to the Customer for the replacement of the sub-provider specified in the Contract or engagement of a new sub-provider, documents substantiating the new sub-provider's compliance with the qualification requirements set out in the Procurement Documents (if the Procurement Documents stated the requirement for a sub-provider to meet the qualification requirements as part of the contractual obligations undertaken) and the absence of grounds for exclusion of the sub-provider (if the Procurement Documents stated the requirement for the absence of exclusion grounds for the sub-provider), and receives a written consent of the Customer to the replacement of the chosen sub-provider or engagement of a new sub-provider. Upon approval of the sub-provider's replacement or engagement of a new sub-provider by the Customer, the Customer and the Provider shall conclude an agreement on the replacement of the sub-provider or engagement of a new sub-provider, which shall be signed by both Parties. This agreement shall become an integral part of the Contract.

12.6. If the Customer has reasonable grounds for suspecting that a sub-provider is not competent to perform the obligations assigned to it, the Customer may require the Provider to use another sub-provider that holds the qualifications meeting the qualification requirements set out in the Procurement Documents (if the Procurement Documents stated qualification requirements for sub-providers in respect of the part of the contractual obligations assumed) and is not subject to any grounds for exclusion of the sub-provider set out in the Procurement Documents (if the Procurement Documents stated a requirement for the absence of exclusion grounds for the sub-provider). The Customer shall request the Provider in writing to replace this sub-provider, stating the reasons. The Provider, upon receipt of the Customer's request to replace the Provider's sub-provider, shall have the obligation to propose another sub-provider for the performance of the Contract within a reasonable period of time but not exceeding 14 days, and obtain the Customer's consent for the appointment of this sub-provider. Upon approval of the sub-provider's replacement by the Customer, the Customer and the Provider shall conclude a written agreement on the replacement of the sub-provider, which is signed by both Parties. This agreement shall become an integral part of the Contract.

12.7. If the Provider, through no fault of the Customer, fails to appoint another sub-provider meeting the qualification requirements set out in the Procurement Documents (if the Procurement

Documents state qualification requirements for sub-providers as part of the contractual obligations) within one month of the date on which it becomes apparent that the sub-provider is not competent to perform the obligations specified, **this shall be deemed to be a material breach of the Contract**, and the Customer shall be entitled to unilaterally terminate the Contract and to apply the other remedies provided for by the Contract.

12.8. If the sub-providers so request, the Customer shall pay them directly. The Customer shall inform the sub-provider(s) of this possibility by a separate notification within 3 (three) working days from the date of receipt of the information from the Provider about the sub-provider to be engaged. In order to use the direct payment option, the sub-provider must notify the Customer in writing within 5 working days at the latest. In such a case, a tripartite agreement shall be concluded with the Customer, the Provider and the sub-provider, setting out the procedure for direct payment to the sub-provider, including the Provider's right to object to unjustified payments. The signing of a tripartite direct payment agreement with a sub-provider shall not relieve the Provider of the responsibility for the performance of the Contract.

13. ECONOMIC OPERATORS WHOSE CAPACITIES THE PROVIDER RELIES ON AND PROCEDURE OF THEIR REPLACEMENT

13.1. The Provider shall use the economic operators indicated in its Tender bid for the performance of the Contract. The economic operators shall be listed in the SP of the Contract.

13.2. The Provider shall bear liability for all the obligations assumed under the Contract, irrespective of whether any economic operators have been engaged for the performance thereof.

13.3. The Provider shall have no right to replace the economic operators specified in the SP of the Contract without a written consent of the Customer. **Violation of the procedure for replacement of economic operators shall be considered a material breach of the Contract.**

13.4. The replacement of economic operators or the engagement of new economic operators shall be possible only if the Provider submits to the Customer a reasoned request for the replacement of the economic operator specified in the Contract or the engagement of a new economic operator, the documents substantiating the new economic operator's compliance with the qualification requirements set out in the Procurement Documents and the absence of any grounds for exclusion of the economic operator, and obtains the Customer's written consent to the replacement of the chosen economic operator or the engagement of a new economic operator. Upon approval of the economic operator's replacement or engagement of a new economic operator by the Customer, the Customer and the Provider shall conclude a written agreement on the replacement of the economic operator or engagement of a new economic operator, which shall be signed by both Parties. This agreement shall become an integral part of the Contract.

13.5. If the Customer has reasonable grounds for suspecting that the economic operator is not competent to perform the obligations established, the Customer may require the Provider to use another

economic operator, which holds the qualifications that meet the qualification requirements set out in the Procurement Documents and which does not fall within the grounds for exclusion of the economic operator set out in the Procurement Documents. The Customer shall request the Provider in writing to replace this economic operator, stating the reasons. The Provider, upon receipt of the Customer's request to replace the economic operator, shall have the obligation to propose another economic operator for the performance of the Contract within a reasonable period of time but not exceeding 14 days, and obtain the Customer's consent for the appointment of this economic operator. Upon approval of the economic operator's replacement by the Customer, the Customer and the Provider shall conclude a written agreement on the replacement of the economic operator, which is signed by both Parties. This agreement shall become an integral part of the Contract.

13.6. In the event the economic operator, for which the Customer has awarded additional economic advantage score in the evaluation of the Tender bid, is replaced, the Provider may only propose an economic operator whose qualifications are at least as good as those of the economic operator being replaced.

13.7. If the Provider, through no fault of the Customer, fails to appoint another economic operator meeting the qualification requirements set out in the Procurement Documents within one month from the date, on which it becomes apparent that the economic operator is not competent to perform the obligations specified, **this shall be deemed to be a material breach of the Contract**, and the Customer shall be entitled to unilaterally terminate the Contract and to apply the other remedies provided for by the Contract.

13.8. If economic operators engaged by the Provider to actually perform the Contract so wish, the Customer shall pay them directly. The Customer shall inform the economic operator(s) of this possibility by a separate notification within 3 (three) working days from the date of receipt of the information from the Provider about the economic operator to be engaged. In order to use the direct payment option, the economic operator must notify the Customer thereof in writing within 5 working days at the latest. In such a case, a tripartite agreement shall be concluded with the Customer, the Provider and the economic operator, setting out the procedure for direct payment to the economic operator, including the Provider's right to object to unjustified payments. The signing of a tripartite direct payment agreement with an economic operator shall not relieve the Provider of the responsibility for the performance of the Contract.

14.SPECIALISTS ASSIGNED TO THE PERFORMANCE OF THE CONTRACT AND THE PROCEDURE FOR THEIR REPLACEMENT

14.1. The Contract shall be executed by the Specialists identified in the Tender bid. The Specialists shall be specified in the SP of the Contract.

14.2. The Provider shall have no right to replace the Specialists (employees) specified in the SP of the Contract without a written consent of the Customer. Specialists (employees) indicated in the Tender

bid who will perform the Contract may be subject to replacement only in the circumstances beyond the Provider's control (e.g., illness or death of a Specialist) or in the event of other important circumstances. Replacement of the Specialists (employees) without the Customer's written consent shall be considered **a material breach of the Contract.**

14.3. If the Specialist (employee) referred to in the SP of the Contract is unable to perform the Contract (due to illness, termination of employment or other valid reasons), the Provider shall inform the Customer not later than within 3 working days and shall propose to the Customer to consider the candidature of a new Specialist, whose qualifications meet the qualification requirements set out in the Procurement Documents, and, where applicable, who has at least the same level of experience as that of the Specialist referred to in the Tender bid, together with the necessary documents to substantiate the candidate's qualifications. Upon approval of the Specialist (employee) replacement or engagement of a new Specialist (employee) by the Customer, the Customer and the Provider shall conclude an agreement on the replacement of the Specialist (employee) or engagement of a new Specialist (employee), which shall be signed by both Parties. This agreement shall become an integral part of the Contract.

14.4. The Customer shall have the right to initiate replacement of the Specialist (employee) who fails to perform or improperly performs the Contract, stating the reasons for such request. Upon receipt of a request from the Customer for a replacement of an appointed Specialist (employee) as referred to in this Point of the Contract, the Provider shall have the obligation to propose to the Customer, within a reasonable period of time not exceeding 14 (fourteen) calendar days, a new Specialist (employee) candidature for consideration, whose qualifications meet the qualification requirements set out in the Procurement Documents, and to submit the necessary documents to substantiate the candidate's qualifications. If the Customer accepts the newly proposed Specialist (employee), the Parties shall enter into a written agreement to replace this Specialist (employee). This agreement shall become an integral part of the Contract.

14.5. The Provider shall have the right to initiate the inclusion in the performance of the Contract of an additional new Specialist who meets the requirements set out in the Procurement Documents, together with supporting documentation (if applicable), stating the reasons for such request. If the Customer accepts the inclusion of a newly proposed Specialist (employee), the Parties shall enter into a written agreement for the inclusion of this Specialist (employee). This agreement shall become an integral part of the Contract. There shall be no limit on the number of additional specialists the Provider could add.

14.6. In the event the Specialist, for which the Customer has awarded additional economic advantage score in the evaluation of the Tender bid, is replaced, the Provider may only propose the Specialist whose qualifications are at least as good as those of the Specialist being replaced.

14.7. If the Provider, through no fault of the Customer, fails to appoint another Specialist (employee) meeting the qualification requirements set out in the Procurement Documents within one month from the date, on which it becomes apparent that the Specialist (employee) is not competent to

perform the obligations specified, **this shall be deemed to be a material breach of the Contract**, and the Customer shall be entitled to unilaterally terminate the Contract and to apply the other remedies provided for by the Contract.

15. CORRESPONDENCE

15.1. All notices, consents, and other communications that a Party may provide under this Contract shall be in the Lithuanian. All information, warnings, and notifications related to this Contract shall be in writing and sent by e-mail, registered mail, or courier services (with confirmation of personal delivery), or submitted to the other Party to the Contract against signed acknowledgment of receipt at the addresses indicated in the details of the Contract. Notifications sent by e-mail to the other Party shall be deemed to have been received on the date of their sending or on the following working day if the day of sending was not a working day. Notifications sent by a registered mail shall be considered to be duly received no later than 3 (three) working days following the date of dispatch thereof.

15.2. In the event of a change of the Party's address and/or other details referred to in the Contract, this Party shall inform the other Party about it by a notice not later than within 3 (three) calendar days from the moment of such change. If the Party fails to comply with these requirements, it shall not have the right to address a complaint or present a statement of defence if the actions of the other Party performed on the basis of the last known information are prejudicial to the terms and conditions of the Contract, or it has not received any notification sent to these details.

16. PROCESSING OF PERSONAL DATA

16.1. When performing the Contract, the Parties shall process personal data received under the Contract and other documents related to the public procurement of the Services as controllers of that personal data in accordance with the principles related to the processing of personal data set forth in Article 5 of 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 (hereinafter referred to as the General Data Protection Regulation), only in the presence of at least one condition of legal processing of personal data specified in Article 6 (1) of the General Data Protection Regulation and ensuring compliance with the requirements of the General Data Protection Regulation, the Law of the Republic of Lithuania on Legal Protection of Personal Data and other legal acts regulating the processing and protection of personal data.

16.2. If, during the performance of the Contract, the Provider processes personal data on behalf of the Customer, and if the provision of the Services involves the processing of personal data, the Provider shall be deemed the data processor in accordance with Article 4 (8) and Article 28 (1) of the General Data Protection Regulation. In this case, before commencing the processing of personal data, the Provider and

the Customer must sign a contract (agreement) on the processing of personal data in accordance with Article 28 (3) of the General Data Protection Regulation.

17.CONFIDENTIALITY

17.1. The Provider undertakes to observe confidentiality obligations, not to disclose to third parties any information obtained in the performance of the Contract during the entire term of validity of the Contract and for a period of 5 years thereafter, except to the extent necessary for the performance of the Contract and where a longer period of retention of confidential information is provided for by laws or other regulatory enactments, and not to use confidential information for personal or third party purposes. All information disclosed to the Provider shall be confidential, except as provided for by the legal acts and subject to the written confirmation of the Customer that certain information provided is not confidential. Information, which has been publicly available, or which was lawfully known to the Provider and this can be substantiated by documents or which was provided by the third parties who have been authorised in writing to disclose confidential information, shall also not be deemed to be confidential.

17.2. The following shall also be considered to be confidential information:

17.2.1. Any information (whether written, verbal, electronic or visual) exchanged between the Parties during the performance of the Contract;

17.2.2. Other information marked as confidential or not marked as such but considered confidential by its content and nature.

17.3. In the event of uncertainty as to whether information is confidential, the Provider must contact the Customers to determine the nature of the information.

17.4. The Provider undertakes:

17.4.1. To ensure that the persons appointed by the Provider, who participate in the performance of the Contract, comply with the legal requirements for the legal protection of personal data and undertake to protect the confidentiality of personal data upon their transfer to other positions or upon termination of employment or contractual relations;

17.4.2. To use personal data in accordance with applicable law, not to process the data without the Customer's Order registered in the documents unless the Provider is obligated to do so as a processor under the laws of the European Union or a Member State;

17.4.3. To ensure that personal data is not disclosed to unauthorised persons, accessed by unauthorised persons, intercepted by unauthorised person or processed in breach of the provisions of applicable personal data protection legislation.

17.5. The Provider undertakes to implement appropriate physical, technical, software and organisational measures (in compliance with the requirements of the Lithuanian and International Information Security Management Standards) to protect confidential information.

17.6. The Provider and persons appointed by it who became aware of confidential information may use it only for the purpose, for which the information was disclosed, and only to the extent necessary for the cooperation of the Parties.

17.7. The Provider shall use confidential information in such a way as to ensure the fulfilment of its obligations under the Contract, as well as protection of the information, which is deemed confidential, and its inaccessibility to third parties.

17.8. If the Provider becomes aware or has reasonable grounds to suspect that confidential information may be disclosed to third parties, the Provider undertakes to take all reasonable measures to protect the confidential information.

17.9. The Provider undertakes to notify the Customer immediately if it becomes aware or has reasonable grounds to suspect that confidential information has been unlawfully disclosed to third parties.

17.10. Upon termination of the Contract or upon fulfilment of the purpose, for which the confidential information was disclosed, the Provider must return all confidential information to the Customer for destruction, or shall itself destroy all confidential information received from the Customer; in this case, within 5 working days of receipt of a request from the Customer, the Provider shall provide a written confirmation of destruction of the confidential information, specifying the means of destruction used.

18. INTELLECTUAL PROPERTY RIGHTS

18.1. All the results and related rights acquired during the performance of the Contract, including intellectual property rights to the created Procurement object (Service) or parts thereof, except for personal non-pecuniary rights to the results of intellectual activity, shall be property of the Customer (unless otherwise specified in the SP of the Contract), which passes to the Customer from the moment of transferring the results of the Services without any restrictions, which the Customer may use, publish, convey or transfer without the explicit consent of the Provider to third parties for an indefinite period, not limited to the territory and without any additional charges.

18.2. The Provider shall have the right to use the copyright objects created on the basis of the Contract without additional payments and not limited to the territory of the Republic of Lithuania. The copyright in the copyright objects created during the provision of the Services shall be transferred to the Customer for the entire period of validity of the copyright rights established in legal acts from the moment of signing of the Statement.

18.3. Any documents related to the Contract, except for the Contract itself, shall be property of the Customer and, after the Provider has discharged its obligations, must be returned (together with all copies thereof) to the Customer except for the documents, which are publicly available, or which confirm payments by the Parties.

18.4. The text of this Contract, with the exception of documents and data unilaterally created by the Provider that identify it, shall be the Customer's copyright work. The procedures for conclusion and

performance of this Contract shall be the Customer's good practice. The Provider shall be granted only a non-exclusive, time-limited right to use the text of the Contract only for the purposes of performance thereof. Any other use of the text of this Contract and/or the experience acquired through the Customer's use of the procedures for the conclusion and execution of the Contract shall be possible in the activities of the Provider only with the prior written consent of the Customer.

18.5. The Provider shall guarantee compensation of damages to the Customer (including litigation costs) for any claims arising from infringement of intellectual property rights or suspected infringement thereof (including defence in case of suspected infringement) unless such infringement (suspected infringement) is caused by the Customer's fault.

18.6. If, during the performance of the Contract, the Provider uses works of other authors to create copyright objects, or other persons are involved by the Provider to create the copyright objects provided for when performing the Contract, the Provider shall be fully liable to both the Customer and the persons for the legality of use and transfer of their works and other materials intended for the production (creation) of the copyright objects provided for during the performance of the Contract to the Customer. The Provider shall assume responsibility for claims or actions arising from the relationship with the authors and other third parties regarding copyright infringement related to the copyright objects used and/or transferred to the Customer during the performance of the Contract and undertakes to compensate the Customer for the losses incurred as a result thereof.

18.7. The Provider shall immediately inform the Customer that an action or any other claim concerning any infringement or suspected infringement of an intellectual property right related to the Contract has been lodged against it.

18.8. Without a prior written consent of the Customer, the Provider shall not be entitled to sell copyright objects created on the basis of the Contract (including their working versions), transfer, disclose to third parties, distribute or display these objects (their components) in any other way, and/or to use the copyright rights established by legal acts to the copyright objects created on the basis of the Contract (including their working versions) in any other way.

19. DISPUTE SETTLEMENT PROCEDURE

19.1. Any dispute, disagreement, or claim arising out of or in connection with the Contract, including its conclusion, validity, performance, breach, or termination, shall be settled by the Parties through negotiation in accordance with the laws of the Republic of Lithuania. In the event that a dispute, disagreement or claim cannot be resolved by negotiation, it shall be settled in the courts of the Republic of Lithuania in accordance with the place of the Customer's registered office.

20. PERSONS RESPONSIBLE FOR THE PROPER PERFORMANCE OF THE CONTRACT

20.1. The person designated by the Provider to be responsible for the proper performance of the Contract shall be indicated in the SP of the Contract.

20.2. The person designated by the Customer to be responsible for the proper performance of the Contract shall be indicated in the SP of the Contract.

20.3. The person designated by the Customer to be responsible for the publication of the Contract and amendments thereto in accordance with the provisions of Article 86 (9) of the Law shall be indicated the SP of the Contract.

21. FINAL PROVISIONS

21.1. The Contract and all the rights and duties arising from it shall be governed by the laws and other regulatory legal acts of the Republic of Lithuania. The Contract shall be concluded and interpreted in accordance with the laws of the Republic of Lithuania.

21.2. Any other issues not discussed herein, shall be governed by the legal acts of the Republic of Lithuania.

21.3. The Provider shall not be entitled to delegate its rights and obligations assumed hereunder to any third party without a prior written consent of the other Party.

21.4. The Parties understand and confirm that the provisions of the Contract and the Annexes thereto shall not be deemed confidential information, unless otherwise stated in specific documents. The Parties shall keep their contractual partner's business principles and methods confidential, which were revealed during performance of the Contract, except in cases where this information is public or must be revealed in cases prescribed by laws.

21.5. The representatives of the Parties signing the Special Part of the Contract shall confirm that the Contract has been concluded without economic pressure, by the free will of the Parties, that the representatives of the Parties signing the Contract have read the Contract, understood its content and consequences, and that its conclusion is in full compliance with the will and goals of the Parties.

TECHNINĖ SPECIFIKACIJA
KVALIFIKUOTŲ PATIKIMUMO UŽTIKRINIMO PASLAUGŲ ATITIKTIES
REGLAMENTE (ES) NR. 910/2014 NUSTATYTIEMS REIKALAVIMAMS AUDITAS

1. PERKANČIOJI ORGANIZACIJA

1.1. Valstybės įmonė Registrų centras (toliau – Registrų centras), juridinio asmens kodas – 124110246, adresas – Studentų g. 39, LT-08106 Vilnius, telefonas +370 5 268 8262, elektroninio pašto adresas – info@registrucentras.lt.

2. PIRKIMO OBJEKTAS

2.1. Perkamų paslaugų tikslas yra atlikti auditą ir įvertinti Registrų centro kaip kvalifikuotų patikimumo užtikrinimo paslaugų teikėjo atitiktį bei kvalifikuotų elektroninių parašų, kvalifikuotų elektroninių spaudų kūrimo įrenginių (įskaitant nuotolinius) ir kvalifikuotų laiko žymų paslaugų atitikimą Europos Parlamento ir Tarybos reglamento (ES) Nr. 910/2014 „Dėl elektroninės atpažinties ir elektroninių operacijų patikimumo užtikrinimo paslaugų vidaus rinkoje, kuriuo panaikinama Direktyva 1999/93/EB“ (toliau – Reglamentas) nustatytiems reikalavimams vertinimą – auditą (toliau – Auditas).

2.2. Pirkimo objekto apimtis:

2.2.1. Auditas atliekamas bei galutinė Atitikties vertinimo ataskaita turi būti parengta iki 2025 m. birželio 2 d.;

2.2.2. iki 120 valandų konsultacijų.

3. ESAMOS SITUACIJOS APIBŪDINIMAS

3.1. Registrų centrui 2017 m. gruodžio mėn. buvo suteiktas kvalifikuoto patikimumo užtikrinimo paslaugų teikėjo, teikiančio kvalifikuotų elektroninių parašų, kvalifikuotų elektroninių spaudų sertifikatų kūrimo bei kvalifikuotų laiko žymų kūrimo, statusas pagal Reglamento nustatytus reikalavimus. Pakartotinis šių paslaugų atitikties Reglamento reikalavimams auditas buvo atliktas 2023 m. birželio mėn.;

3.2. Paslaugos yra teikiamos Registrų centro klientų aptarnavimo padaliniuose, veikiančiuose visoje Lietuvos Respublikos teritorijoje;

3.3. Paslaugoms teikti, reikalinga techninė ir programinė įranga yra saugoma adresais Studentų g. 39, LT-08106 ir Lvivo g. 25-101, LT-09320, Vilnius;

3.4. Paslaugos taip pat teikiamos per kitus juridinius asmenis, kurie veikia kaip deleguotos registravimo tarnybos (toliau – RA). Šių paslaugų teikimo apimtis – Lietuvos Respublikos teritorija;

3.5. Naudojami tik sertifikuoti kvalifikuotų parašų kūrimo įrenginiai pagal Reglamento 910/2014 31 straipsnio 1–2 dalį ir sertifikuoti kvalifikuotų antspaudų kūrimo įrenginiai pagal 39 straipsnio 3 dalį.

3.6 Registrų centras turi įdiegęs nuotolinio kvalifikuoto elektroninio parašo ir elektroninio spaudo kūrimo IT sprendimą (toliau – „Remote signing solution“), skirtą teikti kvalifikuoto elektroninio parašo ir kvalifikuoto elektroninio spaudo kūrimo paslaugas kai šio elektroninio parašo ar spaudo kūrimo aplinką valdo patikimumo užtikrinimo paslaugos teikėjas – QTSP pasirašančio asmens vardu, kaip tai yra numatyta eIDAS reglamente.

4. REIKALAVIMAI TEIKIAMOMS PASLAUGOMS

4.1. Sutarties galiojimo laikotarpiu turi būti suteiktos šių paslaugų Audito paslaugos:

4.1.1. Registrų centro įdiegto „Remote signing solution“;

4.1.2. nuotolinio elektroninio parašo kvalifikuotų sertifikatų sudarymo bei kvalifikuoto nuotolinio elektroninio parašo kūrimo įtaisų išdavimas;

4.1.3. nuotolinio elektroninio spaudo kvalifikuotų sertifikatų sudarymo bei kvalifikuoto nuotolinio elektroninio spaudo kūrimo įtaisų išdavimas;

- 4.1.4. kvalifikuotų elektroninių parašų kvalifikuotų sertifikatų sudarymas bei kvalifikuotų elektroninių parašų kūrimo įtaisų išdavimas;
- 4.1.5. kvalifikuotų elektroninių spaudų kvalifikuotų sertifikatų sudarymas bei kvalifikuotų elektroninių spaudų kūrimo įtaisų išdavimas;
- 4.1.6. kvalifikuotų laiko žymų sudarymas.
- 4.2. Auditas turi būti atliekamas vertinant:
- 4.2.1. Registrų centro atliekamų paslaugų atitiktį Reglamento nustatytiems reikalavimams;
- 4.2.2. kvalifikuotų patikimumo užtikrinimo paslaugų, kurias teikia Registrų centras, atitiktį pagal ETSI EN 319 401, ETSI EN 319 411-1, ETSI EN 319 411-2, ETSI EN 319 412-1, ETSI EN 319 412-2, ETSI EN 319 412-3, ETSI EN 319 412-4, ETSI EN 319 412-5, ETSI EN 319 421, ETSI EN 319 422, ETSI TS 119 431-1, ETSI TS 119 431-2, ETSI TS 119 432 standartus.
- 4.3. Audito pradžios data nustatoma atskiru šalių susitarimu.
- 4.4. Per vieną kalendorinį mėnesį, nuo šalių suderintos Audito pradžios datos, paslaugų teikėjas turi įvertinti šioje techninėje specifikacijoje įvardintų Registrų centro teikiamų patikimumo užtikrinimo paslaugų atitiktį Reglamento reikalavimams ir paruošti tarpinę Atitikties įvertinimo ataskaitą jeigu buvo nustatyti neatitikimai Reglamento reikalavimams arba galutinę Atitikties įvertinimo ataskaitą jei tokių nebuvo nustatyta.
- 4.5. Paslaugų teikėjas per dvi savaites nuo tarpinėje Atitikties įvertinimo ataskaitoje nustatytos neatitikimų pašalinimo datos, jeigu buvo ruošta tarpinė Atitikties įvertinimo ataskaita, įvertina Registrų centro atliktus pokyčius ir paruošia galutinę Atitikties įvertinimo ataskaitą.
- 4.6. Paslaugų teikėjo prašymu nurodyti terminai gali būti vieną kartą pratęsti ne ilgesniam kaip 1 (vieno) mėnesio laikotarpiui šiais atvejais:
- 4.6.1. dėl teisės aktų, kurie turi įtakos sutartinių prievolių vykdymui, pasikeitimo, panaikinimo, naujų teisės aktų įsigaliojimo;
- 4.6.2. iškilus kitoms nenumatytoms aplinkybėms, kurios nebuvo nurodytos pirkimo dokumentuose ir kurių, vadovaudamiesi pirkimo dokumentais, nei perkančioji organizacijai, nei paslaugų teikėjas negalėjo iš anksto numatyti.
- 4.7. Jeigu atlikus Auditą yra nustatomi neatitikimai Reglamento reikalavimams, kuriuos Perkančioji organizacija gali pašalinti per šalių suderintą terminą, Paslaugų teikėjas:
- 4.7.1. tarpinėje ataskaitoje įvardina neatitikimus Reglamento reikalavimams ir pateikia jų šalinimo planą, bei raštu su perkančiąja organizaciją suderina papildomų, pakartotiniam perkančiosios organizacijos įvykdytų pakeitimų vertinimui reikalingų, paslaugų kiekį;
- 4.7.2. atlieka tarpinėje ataskaitoje įvardintų neatitikimų pašalinimo patikrinimą ir paruošia galutinę Atitikties įvertinimo ataskaitą.
- 4.8. Jeigu atlikus Auditą pasikeičia perkančiosios organizacijos patikimumo užtikrinimo paslaugų teikimo procesai ar kita šių paslaugų teikimui naudojama infrastruktūra, perkančioji organizacija savo sprendimu gali užsakyti pakartotinio Audito arba konsultacijų paslaugas. Šios paslaugos kaina apskaičiuojama pagal faktiškai Auditui atlikti sugaištą laiką ir Teikėjo pasiūlytus pakartotinio Audito konsultacijų įkainius. Pakartotinis Auditas atliekamas laikantis šioje specifikacijoje nustatytų reikalavimų Audito vykdymui.
- 4.8.1. Perkančioji organizacija, esant poreikiui, gali kreiptis dėl konsultacijų, susijusių su atitiktimi eIDAS reglamento reikalavimams.
- 4.8.2. Konsultacijas Tiekėjas turi suteikti per 7 kalendorines dienas nuo kreipimosi dėl konsultacijos dienos arba per kitą Šalių suderintą terminą.
- 4.9. Atitikties įvertinimo ataskaita (toliau – ataskaita) turi atitikti šiuos nurodytus minimalius reikalavimus:
- 4.9.1. Atitikties vertinimas turi būti atliktas ir ataskaita parengta atitikties vertinimo įstaigos (toliau – AVĮ), Reglamento 3 straipsnio 18 dalyje nurodytus kriterijus. Ataskaitoje turi būti pateikta (pridėta):
- 4.9.1.1. AVĮ pavadinimas, oficialiuose šaltiniuose nurodytas jos registracijos numeris (jei AVĮ toks suteiktas), buveinės adresas ir elektroninio pašto adresas;

4.9.1.2. nacionalinio akreditacijos biuro, kuris akreditavo AVĮ, pavadinimas, oficialiuose šaltiniuose nurodytas jo registracijos numeris (jei toks jam suteiktas), buveinės adresas ir elektroninio pašto adresas;

4.9.1.3. galiojančio AVĮ akreditacijos pažymėjimo kopija ir akreditavimo schemos, pagal kurią buvo akredituota AVĮ, išsamus aprašymas, patvirtinantys, kad AVĮ buvo akredituota pagal 2008 m. liepos 9 d. Europos Parlamento ir Tarybos reglamentą (EB) Nr. 765/2008, nustatantį su gaminių prekyba susijusius akreditavimo ir rinkos priežiūros reikalavimus ir panaikinantį Reglamentą (EEB) Nr. 339/93 (OL 2008 L 218, p. 30) kaip įstaiga, kompetentinga atlikti kvalifikuotų patikimumo užtikrinimo paslaugų teikėjų ir jų teikiamų kvalifikuotų patikimumo užtikrinimo paslaugų (toliau – kvalifikuotos paslaugos) atitiktis Reglamento (ES) Nr. 910/2014 reikalavimams vertinimą;

4.9.1.4. AVĮ išduotas atitiktis Reglamento reikalavimams sertifikatas ar kitas dokumentas, patvirtinantis, kad patikimumo užtikrinimo paslaugų teikėjas (toliau – paslaugų teikėjas) ir jo ketinamos teikti kvalifikuotos paslaugos atitinka visus taikytinus Reglamento (ES) Nr. 910/2014 reikalavimus, jei tokia atitiktis buvo patvirtinta ataskaitoje;

4.9.2. akredituota atitiktis vertinimo schema (atitiktis vertinimo kriterijai);

4.9.3. AVĮ auditoriaus, atlikusio atitiktis vertinimą ir pasirašiusio ataskaitą, vardas ir pavardė;

4.9.4. paslaugų teikėjo, kurio atitiktis Reglamento (ES) Nr. 910/2014 reikalavimams buvo įvertinta, pavadinimas, registracijos numeris, buveinės adresas;

4.9.5. paslaugų teikėjo ketinamos teikti kvalifikuotos paslaugos, kurių atitiktis Reglamento (ES) Nr. 910/2014 reikalavimams buvo įvertinta ir patvirtinta, taip pat nurodant šioms kvalifikuotoms paslaugoms teikti naudojamus sertifikatus BASE64 koduote;

4.9.6. išsamus kiekvienos paslaugų teikėjo ketinamos teikti kvalifikuotos paslaugos funkcinės struktūros arba hierarchijos aprašymas, identifikuojant ją taip, kad informaciją apie šią paslaugą būtų galima įrašyti į nacionalinį patikimą sąrašą pagal 2015 m. rugsėjo 8 d. Europos Komisijos sprendimo (ES) 2015/1505, kuriuo pagal Europos Parlamento ir Tarybos reglamento (ES) Nr. 910/2014 dėl elektroninės atpažinties ir elektroninių operacijų patikimumo užtikrinimo paslaugų vidaus rinkoje 22 straipsnio 5 dalį nustatomos patikimų sąrašų techninės specifikacijos ir formatai, (OL 2015 L 235, p. 26) reikalavimus;

4.9.7. paslaugų teikėjo veiklos dokumentų, kuriais remiantis buvo vertinta paslaugų teikėjo ir jo ketinamų teikti kvalifikuotų paslaugų atitiktis Reglamento (ES) Nr. 910/2014 reikalavimams, sąrašas ir jų kopijos;

4.9.8. kiekvieno atlikto atitiktis vertinimo etapo (pavyzdžiui, dokumentų atitiktis vertinimo, įgyvendinimo atitiktis vertinimo, patikrinimų vietoje ir kita) aprašymas, nurodytas laikotarpis, per kurį buvo atliktas atitiktis vertinimas (jo pradžia ir pabaiga), ir darbo valandų ar darbo dienų, per kurias buvo atliekamas atitiktis vertinimas, skaičius.

4.9.9. Ataskaitoje turi būti pateikta išsami informacija, patvirtinanti paslaugų teikėjo ir jo ketinamų teikti kvalifikuotų paslaugų atitiktį taikytiniams Reglamento (ES) Nr. 910/2014 reikalavimams:

4.9.9.1. atitiktis kiekvienam iš taikytinų Reglamento (ES) Nr. 910/2014 reikalavimų (nurodant konkrečią Reglamento (ES) Nr. 910/2014 nuostatą) detalus vertinimo aprašymas (ataskaita), kuriame turi būti:

4.9.9.2. aprašyta, kaip paslaugų teikėjas ir jo ketinamos teikti kvalifikuotos paslaugos atitinka taikytiną Reglamento (ES) Nr. 910/2014 reikalavimą;

4.9.9.3. identifikuoti visi paslaugų teikėjo ir jo ketinamų teikti kvalifikuotų paslaugų neatitikimai taikytinam Reglamento (ES) Nr. 910/2014 reikalavimui ir neatitikimų galima įtaka ketinamoms teikti kvalifikuotoms paslaugoms ar jų teikimui;

4.9.9.4. detalieji nurodyti atlikti patikrinimai ir vertinimo būdai, kurie buvo taikyti atliekant atitiktis taikytinam Reglamento (ES) Nr. 910/2014 reikalavimui vertinimą;

4.9.10. jei paslaugų teikėjo ir jo ketinamų teikti kvalifikuotų paslaugų atitiktis buvo papildomai patvirtinta ar sertifikuota pagal specifinį standartą ar kitą viešą specifikaciją, tokio patvirtinimo ar sertifikavimo ataskaita turi būti pateikta kaip atskiras dokumentas, aiškiai nurodant nustatytus

neatitikimus taikytų specifinių standartų ar kitų viešų specifikacijų reikalavimams ir neatitikimų galima įtaka ketinamoms teikti kvalifikuotoms paslaugoms ar jų teikimui.

4.9.11. Ataskaitoje turi būti nurodytos visos trečiosios šalys, kurios paslaugų teikėjo būtų įgaliotos atlikti tam tikrus paslaugų teikėjo ketinamų teikti kvalifikuotų paslaugų teikimo procesus ar jų dalį. Turi būti įvertinti visi paslaugų teikėjo numatomų teikti kvalifikuotų paslaugų teikimo procesai.

4.9.12. Ataskaitoje turi būti nurodyta:

4.9.12.1. kada turi būti atliktas kitas atitikties vertinimas;

4.9.12.2. atvejai ir aplinkybės, kuriems esant, AVĮ turi iš naujo įvertinti ataskaitoje nurodyto paslaugų teikėjo ir (ar) jo ketinamų teikti kvalifikuotų paslaugų, kurių atitiktis Reglamento (ES) Nr. 910/2014 reikalavimams patvirtinta ataskaita, atitiktį Reglamento (ES) Nr. 910/2014 reikalavimams (išskyrus numatytus periodinius auditus).

4.9.13. Turi būti užtikrintas ataskaitos vientisumas ir autentiškumas. Ataskaita turi būti pasirašyta atitikties vertinimą atlikusio AVĮ auditoriaus rašytiniu parašu arba kvalifikuotu elektroniniu parašu.

5. Minimalūs aplinkos apsaugos reikalavimai

5.1. Perkamos nematerialaus pobūdžio paslaugos, nesusijusios su materialaus objekto sukūrimu, kurių teikimo metu nėra numatomas reikšmingas neigiamas poveikis aplinkai, nesukuriamas taršos šaltinis ir negeneruojamos atliekos.

5.2. Paslaugų teikėjas, teikdamas paslaugas, turi siekti mažinti popieriaus sunaudojimą, atsisakyti nebūtino dokumentų kopijavimo ir spausdinimo, Perkančiajai organizacijai dokumentus (tarpinius ir galutinius) teikti tik elektroniniu formatu, o visi su paslaugų teikimu susiję dokumentai turi būti pasirašomi el. parašu ir pateikiami Perkančiojo subjekto už sutartį atsakingam asmeniui.

TECHNICAL SPECIFICATION
AUDIT OF COMPLIANCE OF QUALIFIED TRUST SERVICES WITH THE REQUIREMENTS
SET OUT IN REGULATION (EU) NO 910/2014

1. CONTRACTING AUTHORITY

1.1. State Enterprise Centre of Registers (hereinafter referred to as the Centre of Registers), legal entity code – 124110246, address – Studentų St. 39, LT-08106 Vilnius, telephone +370 5 268 8262, e-mail address – info@registrucentras.lt.

2. OBJECT OF PROCUREMENT

2.1. The purpose of the services to be procured is to audit and assess the compliance of the Centre of Registers as a provider of qualified trust services and the conformity of qualified electronic signatures, qualified electronic seal creation devices (including remote ones), and qualified timestamp services with the requirements set out in Regulation (EU) No 910/2014 of the European Parliament and of the Council on trust services for electronic identification and electronic transactions in the internal market and repealing Directive 1999/93/EC (hereinafter referred to as the Regulation) (hereinafter referred to as the Audit).

2.2. Scope of the object of procurement:

2.2.1. The Audit shall be carried out and the final Conformity Assessment Report shall be drawn up before 2 June 2025;

2.2.2. Up to 120 hours of consultation.

3. DESCRIPTION OF THE CURRENT SITUATION

3.1. In December 2017, the Centre of Registers was granted the status of a qualified trust service provider for the provision of qualified electronic signatures, certificates for the creation of qualified electronic seals and qualified timestamps in accordance with the requirements of the Regulation. A re-audit of these services for compliance with the Regulation was carried out in June 2023;

3.2. The services are provided in the customer service units of the Centre of Registers operating throughout the territory of the Republic of Lithuania;

3.3. The hardware and software required for the provision of the services are stored at Studentų St. 39, LT-08106 and Lvivo St. 25-101, LT-09320 in Vilnius;

3.4. The services are also provided through other legal entities which act as delegated registration authorities (hereinafter – the RA). The scope of these services is the territory of the Republic of Lithuania;

3.5. Only certified qualified signature creation devices in accordance with Article 31(1) to (2) of Regulation 910/2014 and certified qualified seal creation devices in accordance with Article 39(3) shall be used.

3.6. The Centre of Registers has implemented an IT solution for remote qualified electronic signature and electronic seal creation (hereinafter referred to as the Remote signing solution) for the provision of qualified electronic signature and qualified electronic seal creation services when the environment for the creation of this electronic signature or seal is managed by the trust service provider (QTSP) on behalf of the signatory, as provided for in the eIDAS Regulation.

4. REQUIREMENTS FOR THE SERVICES PROVIDED

4.1. The Audit services of the following must be provided during the term of the contract:

4.1.1. Remote signing solution implemented by the Centre of Registers;

4.1.2. the issuing of qualified certificates for the creation of remote electronic signatures and qualified remote electronic signature creation devices;

4.1.3. the issuing of qualified certificates for the creation of remote electronic seal and of devices for the creation of qualified remote electronic seal;

- 4.1.4. the creation of qualified certificates for qualified electronic signatures and the issuance of qualified electronic signature creation devices;
- 4.1.5. the creation of qualified certificates for qualified electronic seals and the issuance of qualified electronic seal creation devices;
- 4.1.6. the creation of qualified timestamps.
- 4.2. The Audit must be carried out by assessing the following:
 - 4.2.1. The compliance of the services provided by the Centre of Registers with the requirements set out in the Regulation;
 - 4.2.2. the compliance of the qualified trust services provided by the Centre of Registers with ETSI EN 319 401, ETSI EN 319 411-1, ETSI EN 319 411-2, ETSI EN 319 412-1, ETSI EN 319 412-2, ETSI EN 319 412-3, ETSI EN 319 412-4, ETSI EN 319 412-5, ETSI EN 319 421, ETSI EN 319 422, ETSI TS 119 431-1, ETSI TS 119 431-2, ETSI TS 119 432 standards.
- 4.3. The start date of the Audit shall be determined by separate agreement between the parties.
- 4.4. Within one calendar month from the date of commencement of the Audit agreed between the Parties, the service provider shall assess the compliance of the trust services provided by the Centre of Registers with the requirements of the Regulation and shall prepare an interim Compliance Assessment Report, if any non-compliance with the requirements of the Regulation has been identified, or a final Compliance Assessment Report, if none has been identified.
- 4.5. The service provider shall, within two weeks from the date of rectification of the non-compliances set out in the interim Compliance Assessment Report, if an interim Compliance Assessment Report has been prepared, assess the changes made by the Centre of Registers and prepare a final Compliance Assessment Report.
- 4.6. At the request of the service provider, the time limits specified may be extended once for a maximum period of 1 (one) month in the following cases:
 - 4.6.1. due to changes in, repeal of, or entry into force of new legislation affecting the performance of contractual obligations;
 - 4.6.2. in the event of other unforeseen circumstances which were not specified in the procurement documents and which neither the contracting authority nor the service provider could have foreseen in advance in accordance with the procurement documents.
- 4.7. If the Audit identifies non-compliance with the requirements of the Regulation which the Contracting Authority may eliminate within a time limit agreed between the parties, the Service Provider shall:
 - 4.7.1. identify in the interim report the non-conformities with the requirements of the Regulation and provide a plan for their rectification, and agree in writing with the Contracting Authority the number of additional services required for the reassessment of the modifications made by the Contracting Authority;
 - 4.7.2. verify the rectification of non-conformities identified in the interim report and prepare the final Conformity Assessment Report.
- 4.8. If, following the Audit, the processes for providing the Contracting Authority's trust services or other infrastructure used for the provision of these services change, the Contracting Authority may, at its own discretion, order a re-Audit or consultancy services. The cost of this service shall be calculated on the basis of the time actually spent on the Audit and the Provider's proposed rates for the re-audit consultancy. The Re-audit shall be carried out in accordance with the requirements for the conduct of the Audit set out in this Specification.
 - 4.8.1. The Contracting Authority may seek advice on compliance with the requirements of the eIDAS Regulation if necessary.
 - 4.8.2. The Tenderer shall provide the Consultations within 7 calendar days from the day of the request for Consultation or such other period as may be agreed between the Parties.
- 4.9. The Conformity Assessment Report (hereinafter referred to as the Report) shall comply with the following specified minimum requirements:

4.9.1. The conformity assessment must be carried out and the report drawn up by the Conformity Assessment Body (hereinafter referred to as the CAB) in accordance with the criteria set out in Article 3(18) of the Regulation. The report must contain (have enclosed) the following:

4.9.1.1. the name of the CAB, its registration number (if any) from official sources, the address of its registered office and its e-mail address;

4.9.1.2. the name of the national accreditation bureau that accredited the CAB, its registration number (if any), the address of its registered office and its e-mail address as indicated in official sources;

4.9.1.3. a copy of the valid accreditation certificate of the CAB and a detailed description of the accreditation scheme under which the CAB has been accredited, confirming that the CAB has been accredited in accordance with Regulation (EC) No 765/2008 of the European Parliament and of the Council of 9 July 2008 setting out the accreditation and market surveillance requirements for accreditation in relation to the marketing of products and repealing Regulation (EEC) No 339/93 (OJ 2008 L 218, p. 30) as the body competent to carry out the assessment of the conformity of qualified trust service providers and the qualified trust services provided by them (hereinafter referred to as the qualified services) with the requirements of Regulation (EU) No 910/2014;

4.9.1.4. a certificate of compliance with the requirements of the Regulation issued by the CAB or other document certifying that the trust service provider (hereinafter referred as the service provider) and the qualified services it intends to provide are in compliance with all the applicable requirements of Regulation (EU) No 910/2014 if such compliance has been confirmed in the report;

4.9.2. An accredited conformity assessment scheme (conformity assessment criteria);

4.9.3. The name of the CAB auditor who carried out the conformity assessment and signed the report;

4.9.4. The name, registration number and registered office address of the service provider whose compliance with the requirements of Regulation (EU) No 910/2014 has been assessed;

4.9.5. The qualified services intended to be provided by the service provider, which have been assessed and validated for compliance with the requirements of Regulation (EU) No 910/2014, including the certificates used for the provision of those qualified services in the BASE64 code;

4.9.6. A detailed description of the functional structure or hierarchy of each qualified service to be provided by the service provider, identifying it in such a way that information about that service can be included in the national trusted list in accordance with the requirements of European Commission Implementing Decision (EU) 2015/1505 of 8 September 2015 laying down the technical specifications and formats for the trusted lists pursuant to Article 22(5) of Regulation (EU) No 910/2014 of the European Parliament and of the Council of 8 September 2015 on trust services in the internal market for electronic identification and electronic transactions (OJ 2015 L 235, p. 26);

4.9.7. A list and copies of the service provider's operational documents on the basis of which the conformity of the service provider and the qualified services it intends to provide with the requirements of Regulation (EU) No 910/2014 have been assessed;

4.9.8. A description of each phase of the conformity assessment carried out (e.g. conformity assessment of documents, conformity assessment of implementation, on-site inspections, etc.), indicating the period of time during which the conformity assessment was carried out (start and end) and the number of working hours or working days during which the conformity assessment was carried out.

4.9.9. The report shall contain detailed information confirming the compliance of the service provider and the qualified services it intends to provide with the applicable requirements of Regulation (EU) No 910/2014:

4.9.9.1. a detailed description (report) of the assessment of compliance with each of the applicable requirements of Regulation (EU) No 910/2014 (indicating the specific provision of Regulation (EU) No 910/2014), which shall include:

- 4.9.9.2. a description of how the service provider and the qualified services it intends to provide meet the applicable requirement of Regulation (EU) No 910/2014;
- 4.9.9.3. identify any non-compliance of the service provider and its intended provision of qualified services with the applicable requirement of Regulation (EU) No 910/2014 and the potential impact of the non-compliance on the intended provision of qualified services or the provision thereof;
- 4.9.9.4. detail the checks carried out and the assessment methods used to assess compliance with the applicable requirement of Regulation (EU) No 910/2014;
- 4.9.10. where the conformity of the service provider and the qualified services it intends to provide has been additionally validated or certified in accordance with a specific standard or other public specification, the report of such validation or certification shall be submitted as a separate document, clearly indicating the identified non-conformities with the requirements of the applicable specific standards or other public specifications and the potential impact of the non-conformities on the qualified services intended to be provided, or the provision of qualified services.
- 4.9.11. The report shall identify all third parties that would be authorised by the service provider to carry out some or part of the processes for the provision of the qualified services that the service provider intends to provide. All processes for the provision of qualified services to be provided by the service provider must be assessed.
- 4.9.12. The following must be stated in the report:
- 4.9.12.1. when the next conformity assessment is due;
- 4.9.12.2. the cases and circumstances in which the CAB must reassess the compliance of the service provider identified in the report and/or the qualified services that it intends to provide for which compliance with the requirements of Regulation (EU) No 910/2014 has been confirmed by the report (other than the periodic audits foreseen).
- 4.9.13. The integrity and authenticity of the report must be ensured. The report shall be signed by the written signature or qualified electronic signature of the CAB auditor who carried out the conformity assessment.

5. Minimum environmental protection requirements

- 5.1. The services to be procured are intangible, not involving the creation of a tangible object, and for which no significant negative environmental impact, no source of pollution and no waste is expected.
- 5.2. The service provider shall strive to reduce the use of paper in the provision of its services, eliminate unnecessary photocopying and printing of documents, provide the Contracting Authority with documents (interim and final) only in electronic format, and ensure that all documents relating to the provision of the services are signed with an e-signature and are submitted to the responsible person of the Contracting Authority.

TENDER BID
FOR AUDIT SERVICES OF COMPLIANCE OF QUALIFIED TRUST SERVICES WITH THE REQUIREMENTS SET OUT IN REGULATION (EC) NO 910/2014

09.01.2025
 Bonn

To the State Enterprise Centre of Registers

1. INFORMATION ABOUT THE TENDERER

Name(s), legal entity code(s) of the tenderer or participants of the group of economic operators (if the tender bid is submitted by a natural person – No. of Business Licence or Individual Activity Certificate, or similar document), address(-es)	Deutsche Telekom Security GmbH Friedrich-Ebert-Allee 71-77, 53113 Bonn, Germany Company registration no.: HRB 15241, VAT registration no.: DE254595345, WEEE-Reg.-Nr. DE59552058
Collegial management and/or supervisory body of the tenderer (to be specified if any)	
Participant of the group of economic operators representing or leading the group of economic operators (to be completed if the tender bid is submitted by the group of tenderers)	n.a. (not applicable): the entire service is performed by Deutsche Telekom Security GmbH
Name and surname of the person authorised to sign the tender bid	
Contact information of the person authorised to communicate with the Contracting Authority (name, surname, telephone, fax, e-mail, address)	

2. INFORMATION ABOUT EACH PARTNER IN THE GROUP OF TENDERERS

No	Name, legal entity code, address of the partner in the group of tenderers	Collegial management body and/or supervisory body of the partner in the group of tenderers (to be specified if any)	Description of the part of the Contract object to be transferred to the Partner for performance	Value of the part of Services to be provided by the Partner in the tender bid price	
				EUR including VAT	%
1.	not applicable				
2.					

3. INFORMATION ON ECONOMIC OPERATORS WHOSE CAPACITIES THE TENDERER RELIES ON TO MEET THE QUALIFICATION REQUIREMENTS SET FORTH BY THE CONTRACTING AUTHORITY (IF ANY) (to be completed if the tenderer involves other economic operators whose capacities it relies on according to Article 49 of the Law on Public Procurement)

No	Name, code of legal entity of economic operator or name and surname of natural person	Collegial management body and/or supervisory body of the economic operator (to be specified if any)	Reference to the provision in the procurement documents (procurement document and point should be indicated) stipulating the tenderer to rely on the capacity of the economic operator to conform to it	Description of the part of Contract object to be transferred to the economic operator for performance	Value of the part of Services to be provided by the Partner in the tender bid price for which economic operators are to be involved
					EUR including VAT / %
1.	not applicable				
2.					

4. INFORMATION ON KNOWN SUB-PROVIDERS AND PART OF THE CONTRACT TRANSFERRED TO THEM FOR PERFORMANCE (to be completed if the tenderer involves sub-providers)

No	Name of sub-provider, legal entity code, address	Description of the part of the Contract object to be transferred to the sub-provider for performance	Part of the Procurement Contract in the tender bid price transferred to the sub-provider for performance	
			EUR including VAT	%
1.	not applicable			
2.				

5. INFORMATION ON THE SPECIALISTS TO BE USED TO PROVE THE TENDERER'S QUALIFICATION AND TO PERFORM THE CONTRACT WHO ARE NOT EMPLOYEES OF THE TENDERER OR THE ECONOMIC OPERATOR(S) INVOLVED BY THE TENDERER AT THE TIME OF SUBMISSION OF THE TENDER BID BUT WHO WOULD BE EMPLOYED IN THE EVENT OF THE CONTRACT AWARD (QUASI-SUB-PROVIDERS)

No	Name and surname	Specialist's current place of employment
1.		Deutsche Telekom Security GmbH, IT Security Certifier and Evaluato
2.		Deutsche Telekom Security GmbH, Head of Certification Body

6. TENDER BID PRICE

6.1. The tender bid price shall be given in euro. If tender bid prices are quoted in foreign currency, they shall be converted into euro according to the euro foreign exchange reference rates published by the European Central Bank. In cases where the European Central Bank does not publish the euro foreign exchange reference rates, according to the euro and foreign exchange reference rate set and published by the Bank of Lithuania on the day of the submission of tender bids.
 6.2. When calculating the price, a full scope of the Procurement Object and requirements, price components, etc. specified in the Procurement Documents must be taken into account. After performance of the Contract, the Contracting Authority shall be able to use the Procurement Object without additional costs unless explicitly stated otherwise in the Procurement Documents. The VAT is reported separately. If the tenderer is not a VAT payer, it must indicate this in the tender bid, specifying the legal basis. The tenderer must consider whether it is going to become a VAT payer during the performance of the Contract. If the tenderer becomes a VAT payer during the performance of the Contract, it must quote the price including VAT in the tender bid. Tender bid prices including all taxes and VAT shall be evaluated and compared. In case the Contracting Authority has to pay VAT to the state budget for the purchased Procurement Object itself in accordance with the procedure established by the laws governing taxes and the secondary legislation, this tax shall be included in the tender bid price (if the tenderer did not include it in the tender bid, the Contracting Authority shall include it for comparison purposes). The tender bid price must include all taxes and all other direct and indirect costs and fees/charges incurred and/or likely to be incurred by the tenderer in connection with the provision of Services, including but not limited to (except when the Procurement Documents clearly state that certain specific costs are not to be included in the Contract price):

- 6.2.1. transport costs;
- 6.2.2. all costs associated with the preparation and submission of the documents required by the Buyer;
- 6.2.3. expenditure on licences, patents, permits, etc.
- 6.2.4. electronic invoicing costs;
- 6.2.5. other costs (if any) associated with the provision of the Services.

All prices and costs (and their components) in the tender bid must be quoted to two decimal places. If the third decimal place is between 0 and 4, the second decimal place shall be left as it is; if the third decimal place is between 5 and 9, the second decimal place shall be increased by one, e.g. 3,14159 rounded to the nearest hundredth will be 3,14. 3.1153 rounded to nearest hundredth will be 3.12.

No.	Procurement object	Unit of measure	Maximum quantity	Unit rate, in EUR, excluding VAT (to be completed by the tenderer)	Price, in EUR excluding VAT
1	The assessment of compliance of the Centre of Registers as a provider of qualified trust services and the conformity of qualified electronic signatures, qualified electronic seal creation devices (including remote ones), and qualified timestamp services with the requirements set out in Regulation (EU) No 910/2014 of the European Parliament and of the Council on trust services for electronic identification and electronic transactions in the internal market and repealing Directive 1999/93/EC (hereinafter referred to as the Regulation), i.e. the Audit.	unit	1	31240,00	31240,00
2	Consultations	hour	120	173,00	20760,00
				Total tender bid price in EUR, excluding VAT	52000,00
				VAT *, EUR (the tenderer selects the VAT rate)	0,00

Total tender bid price in EUR, including VAT 52000,00

*If you leave the VAT field empty, indicate the reasons why you do not pay VAT: -

NOTES:

1. The total price of the tender bid in EUR incl. VAT shall be used not only for the evaluation of the tender bids but also for the determination of the initial contract value. The value of the initial contract shall be equal to the price of the successful tender bid in EUR excluding VAT (EUR including VAT).
2. The price of the tender bid, including all costs and taxes, may not exceed EUR 52 000,00 excluding VAT. A higher bid price shall be considered too high and unacceptable by the Contracting Authority.
3. The fee rates proposed by the tenderer shall be fixed and will be included in the contract if the tender bid is successful. The tenderer shall be paid for the services actually provided: the audit shall be paid for at the audit price, and the consultancy shall be paid for at the actual number of hours of consultancy multiplied by the hourly consultancy fee.
4. The Contracting Authority shall not be obliged to procure full quantity of the specified hours of consulting.

7. DOCUMENTS AND INFORMATION ON CONFIDENTIALITY ATTACHED

All documents shall be submitted along with the tender bid using the CVP IS tools unless established otherwise:

1	2	3	4	5	6
				Does the document contain confidential information? (Yes/no)	
1.	A copy of the joint venture agreement (if the tender bid is submitted by a group of economic operators)	Along with the tender bid	Tenderers	No	not applicable
2.	A copy of the power of attorney or other document granting the right to submit and/or sign the tender bid and other documents (if the tender bid is submitted and/or the documents are signed not by the manager of the tenderer, members of the group of economic operators, sub-providers or economic operators whose capacity the tenderer relies on)	Along with the tender bid	Tenderers	No	
3.	If the tenderer involves economic operators: evidence that these resources will be available throughout the duration of the contractual obligations	Along with the tender bid	Economic operators, sub-providers	No	not applicable
4.	(Article 45 (2) of the Law on Public Procurement Declaration of Conformity (Annex 2 to the Procurement Conditions). If there are doubts about the correctness of the information specified in the tenderer's Declaration of Conformity, the Contracting Authority will ask the tenderer who submitted the most economically advantageous tender bid to provide documents evidencing the information.	Along with the tender bid	Tenderer	No	

Note:

The tender bid must be in Lithuanian or English. If the required documents cannot be submitted in Lithuanian or English, a certified translation must be added (a translated document must bear name and signature of the person who translated it). In the event of suspicion regarding the quality of translation of the document included in the tender bid and/or its compliance with the original document, the Contracting Authority shall reserve the right to require a certified translation of this document by the translator's signature and the seal of the translation agency (if any) and/or to request notarisation of the signature of the person who translated the document.

We hereby declare that the participant specified in this tender bid, all partners of the group of economic operators (if the tender bid is submitted by a group of economic operators), all sub-providers the capacities of which the participant relies on, comply with the requirements of the Procurement Documents.

By signing this tender bid, I hereby declare that:

- I have read the Procurement Documents as well as the applicable laws and by-laws of the Republic of Lithuania that govern the procedure of public procurement and may affect any relations between the Contracting Authority and the tenderer arising from this Procurement and/or in relation to this Procurement.
- I agree with the terms, conditions and procedures established in the Procurement Documents.
- The data and information provided in the tender bid are correct and include everything necessary for the proper performance of the Contract.
- The tender bid is valid for 90 days from the deadline for submission of the tender bid.

(Position of the participant or its authorised person)

(Signature)

(name, surname)

(perdavimo–priėmimo akto forma)
PASLAUGŲ Perdavimo–priėmimo aktas

Nr. _____
(data)

(sudarymo vieta)

Šį aktą pasirašę atsakingi asmenys pažymi, kad vadovaudamiesi pasirašytos *[Irašyti sutarties pavadinimą ir numerį Nr. XX-XXX]*, Tiekėjas perduoda, o Užsakovas priima šioje lentelėje nurodytas Paslaugas:

Eil. Nr.	Paslaugų pavadinimas	Veiklos kodas*	Mato vnt.	Kiekis	Vieneto kaina	Suma, EUR
1.	<i>Paslauga 1</i>	[Pasirinkite]				
2.	<i>Paslauga 2</i>	[Pasirinkite]				
3.	<i>Paslauga 3</i>	[Pasirinkite]				
4.	<i>Paslauga ...</i>	[Pasirinkite]				
Iš viso:						
PVM 0%:						-
Bendra suma:						

* Veiklos kodas derinamas su Užsakovu.

Jeigu atsisakoma priimti Paslaugas ar jų dalį dėl Paslaugų perdavimo–priėmimo metu pastebėtų trūkumų, jie nurodomi ir aprašomi šioje lentelėje:

Eil. Nr.	Paslaugų trūkumų aprašymas	Numatomas Paslaugų trūkumų pašalinimo terminas	Pastabos

Pastaba: jei Paslaugų trūkumų nėra pastebėta, lentelė turi būti perbraukta „Z“ formos brūkšniais.

PASLAUGAS PRIĖMĖ:
Valstybės įmonė Registrų centras

(atsakingo asmens pareigų pavadinimas)
(vardas ir pavardė)

PASLAUGAS PERDAVĖ:
(Tiekėjo pavadinimas):

(atsakingo asmens pareigų pavadinimas)
(vardas ir pavardė)

Special Part of the Contract for the Public Procurement-Sale of Services No. ST-

(Form of the Statement of Transfer and Acceptance)
Statement of Transfer and Acceptance of the Services

_____ No _____
 (date)

 (place of creation)

The responsible persons who signed this Statement confirm that in accordance with the signed [insert title and number of the Contract No. XX-XXX], the Provider provides and the Customer accepts the Services specified in the Table below:

No.	Name of service	Activity code*	Measurement unit	Quantity	Unit price	Amount, EUR
1.	<i>Service 1</i>	Choose				
2.	<i>Service 2</i>	Choose				
3.	<i>Service 3</i>	Choose				
4.	<i>Service...</i>	Choose				
Total:						
VAT 0%:						-
Total amount:						

* Activity code is agreed with the Customer.

If acceptance of the Services or the part thereof is refused due to deficiencies observed during the transfer-acceptance of the Services, the deficiencies shall be indicated and described in the Table below:

No.	Description of the Service deficiencies	Estimated deadline for the elimination of Service deficiencies	Notes

Note: if there are no deficiencies in the Services, the Table should be crossed out with 'Z' shaped lines.

SERVICES ACCEPTED BY:
State Enterprise Centre of Registers

 (position of the responsible person)
 (name and surname)

SERVICES PROVIDED BY:
(Name of the Provider):

 (position of the responsible person)
 (name and surname)



Certification Practice Statement

Certification Program 'eIDAS TSP' (accredited area)
of the Certification Body of Telekom Security
(certification program 031)

Foreword

Telekom Security operates a certification body accredited by DAkkS¹ in accordance with ISO/IEC 17065 and ETSI EN 319 403, Registration No. D-ZE-21631-01 (former Certification Body of T-Systems, DAkkS Registration No. D-ZE-12025-01).

Furthermore, the Telekom Security certification body is a recognized “designated body” as per EU Regulation No. 910/2014 (eIDAS) and Commission Decision 2000/709/EC (see [FESA](#)) for the conformity certification of electronic signature creation devices.

This document describes the certification program for issuing Telekom Security certificates for qualified trust service providers and the trust services they provide as provided for in Article 20 of Regulation (EU) No. Nr. 910/2014 that fall within this accredited area. It is intended to provide parties interested in certification from Telekom Security with all the necessary information.

The document is regularly updated based on requirements and made available to download online at <https://www.t-systems-zert.com/> (“Service Area”).

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Distribution: public

For further information, the certification body can be contacted as follows:

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c/o Deutsche Telekom Security GmbH, Bonner Talweg 100, 53113 Bonn
☎ +49-(0)228-181-0, FAX -49990
🌐 <https://www.t-systems-zert.com/>

¹ Deutsche Akkreditierungsstelle (German Accreditation Body), www.dakks.de

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Revision list

Revision	Date	Activity
0.9	September 8, 2000	Initial creation (debis Systemhaus)
1.0	February 28, 2001	Update
1.1	July 4, 2001	Update
1.2	August 1, 2001	Update based on new services
1.3	January 9, 2002	Renaming into Telekom Security
1.4	June 1, 2002	Services updated, minor corrections
1.5	January 2, 2003	Name changes, corresponding adjustments; addition of s4b
1.6	August 7, 2003	Additions in Sections 4.3 and 5.6
1.7	October 27, 2003	Changes: © and address specifications
1.8	July 22, 2004	Comparison with web
1.9	March 4, 2005	Assessment principles and procedure names updated
2.0	April 4, 2005	Addition of ETSI 101456
2.1	July 25, 2005	Update due to BNetzA
2.2	October 31, 2005	Minor corrections
2.3	February 23, 2006	Standards updated
2.4	January 18, 2007	Program adjustments, various updates
2.5	June 6, 2007	Adjustments for procedure 08
2.6	July 19, 2007	General Terms and Conditions updated
3.0	March 18, 2008	Division into CPS and certification rules
3.1	June 1, 2010	Address change and editorial modifications; termination of program 06
4.0-eIDAS	June 2, 2016	Modifications in the context of ISO 17065 accreditation by DAkkS; a dedicated CPS is issued for each program. The scope of the document covers only the eIDAS program in the accredited area.
4.01-eIDAS	June 22, 2016	Editorial adjustments
4.02-eIDAS-TSP	July 11, 2016	Editorial adjustments
4.03-eIDAS-TSP	August 11, 2016	sec. 1.3 and 2.3, ETSI EN 319 411-1: Reference to CA/Browser Forum; annual monitoring audits, if ETSI is applied.
4.04-eIDAS-TSP	January 2, 2017	Address change
4.05-eIDAS-TSP	July 1, 2017	Phone number change
4.06-eIDAS-TSP	August 1, 2017	Expiry of SigG, coming into force of VDG
4.07-eIDAS-TSP	July 17, 2018	Glossary supplemented; sec. 2.3 (program-specific requirements on evaluation facilities)
4.08-eIDAS-TSP	March 29, 2019	a) optional: ETSI TS 119 431-1: remote signature service components, chap. 1.1, chap. 2.3 b) optional: ETSI TS 119 441-1: signature validation service, chap. 1.1, chap. 2.3 c) optional: ETSI EN 319 522 series: eRDS, chap. 1.1, chap. 2.3 d) optional: PSD2: optional conformity assessment with respect to certificates profiles for electronic seals and website authentication acc. to Article 34 of DELEGATED REGULATION (EU) 2018-389; chap. 2.3.
4.09-eIDAS-TSP	June 27, 2019	a) optional: ETSI EN 319 521: eRDS (additionally to ETSI EN 319 522), chap. 1.1, chap. 2.3
5.00-eIDAS-TSP	July 1, 2020	Renaming into Telekom Security
5.01-eIDAS-TSP	August 12, 2020	sec. 2.6: BSI as supervisory authority for TSPs that issue qualified certificates for website authentication (id = A3)

1 Introduction

1.1 Certification mission

Information and communications technology (ICT) has come to play an important and often vital role in all areas of modern society. Surveys and analyses have revealed a dependency on the continuous availability of technology and services. Modern enterprises see a threat to their existence if their IT is not available or does not work as expected.

In view of these dependencies, as well as the high number of manipulations and security holes, it is no wonder that the security of information and communications technology has become significantly more relevant in the commercial, governmental and private spheres.

IT security is now the subject of laws and regulations, a prerequisite for participating in tenders, and an important factor for many clients and users when making purchasing decisions.

The security of information processing and business processes has thus become a cornerstone of business precautions. Here, the aim is to identify risks, reduce damage and eliminate vulnerabilities.

Security, in this sense, is determined by the classical security objectives of confidentiality, integrity, authenticity and availability of data. Objectives relating to non-repudiability, auditing acceptability, data protection and correctness may be associated with these security objectives.

In particular, the globalization of the economy, introduction of new communications services and the debate about personal rights have put more emphasis on new security objectives such as anonymity, copyright protection, integrity and protection against falsification for data and transactions (by means of electronic signatures, for example).

The risks associated with using information and communications technology will be even greater in future, unless effective security precautions are taken and appropriate assessment and acceptance procedures (verification and qualification) are implemented.

The task of certification is to set up and operate a system in which such assessment and acceptance procedures can be performed in an objective and independent way.

These verification and qualification processes are essential in reducing security risks because the verifying assessment and certification reports and qualifying marks of

conformity (certificates, confirmations, quality and test seals) produce a degree of transparency which is indispensable to ICT operators, users, providers and developers.

1.2 Benefits of certification

As in other fields of technology, the goal of a certification process in the area of IT security is to issue a mark of conformity, e.g., a certificate, which makes certain security properties of a product or system, a service or a business process clear to the parties concerned.

The mark of conformity is independent and objective confirmation that the security properties claimed by the provider actually exist and the intended security objectives are achieved.

The certification is based on normative documents such as legal regulations, standards or technical specifications that define the requirements for the certification objects (products/services/processes). Certification has a different meaning for the target groups involved (ICT operators, users, providers and developers):

- Operators and users need reliable confirmation regarding the security properties of IT products and external services in order to be able to integrate them properly into their systems and business processes.
In addition, system certifications and the certification of business processes may meet the requirements of companies and government authorities for evidence of holistic security.
- Service providers, especially in the areas of information processing, telecommunications and IT products require confirmation of the security properties of their services and products in order to remain successful on the international market and meet legal and customer-specific requirements.
- Developers of IT products require information on security gaps at a very early stage in their development process, and advice with regard to standard-compliant development processes. Assessment and certification processes should therefore run in parallel to product development.

These processes shall be performed on the basis of relevant security criteria and standards if they are to provide substantial benefits for the specified target groups. In some cases, security criteria and security standards have already influenced legal regulations relevant to the specified target groups, for example, in the context of electronic signatures, ID documents, health care, intelligent distribution networks (smart grid) and digital tachographs.

The use of internationally accepted criteria is an essential requirement for international acceptance of the marks of conformity issued.

1.3 Certification Body of Telekom Security

Against this background, the Telekom Security certification body offers a variety of services that allow objective security assessment and certification for the following:

- IT products, systems and networks
- IT services and corresponding business processes.

These services are based on standards and normative documents such as European and national regulations regarding trust services (at EU level – in the context of the eIDAS²: electronic signatures, seals, timestamps, services for delivering electronic registered letters, website authentication; national – within the framework of the German Trust Services Act (VDG)) – and European and national regulations regarding the certification of qualified electronic signature creation devices (eIDAS and VDG), ETSI standards, the certification body's own assessment specifications, and industry-specific or customer-specific requirements.

The Telekom Security certification body was first accredited for its services in June 1998. The current accreditation certificate – issued by DAkkS – can be found at <https://www.t-systems-zert.com/> and www.dakks.de (D-ZE-21631-01). The annex to the accreditation certificate contains the certification body's accredited certification programs.

The certification body participates in assessment and certification schemes operated by the following institutions:

- EU Regulation (EU) No. 910/2014 (eIDAS)
(procedure type 031):

In conjunction with EU Regulation (EU) No. 910/2014, the Telekom Security certification body is a conformity assessment body³ for trust service providers and the trust services that they offer.

² Regulation (EU) No. 910/2014

³ as per Article 20 of this Regulation (Conformity Assessment Body, CAB)

-
- ETSI EN 319 4xx: Electronic Signatures and Infrastructures (ESI)
(procedure type 032):
 - ETSI EN 319 401: General Policy Requirements for Trust Service Providers
 - ETSI EN 319 411-1: Policy and security requirements for Trust Service Providers issuing certificates;
Part 1: General requirements
Note: Conformity with these requirements is recognised by CA/Browser Forum (see CA/B Baseline and Extended Validation Requirements, Ballot 171 as of 01.07.2016)
 - ETSI EN 319 411-2: Policy and security requirements for Trust Service Providers issuing certificates;
Part 2: Requirements for trust service providers issuing EU qualified certificates
 - ETSI EN 319 411-3: Policy and security requirements for Trust Service Providers issuing certificates;
Part 3: Policy Requirements for Certification Authorities issuing public key certificates
 - ETSI EN 319 411-4: Policy and security requirements for Trust Service Providers issuing certificates;
Part 4: Policy Requirements for Certification Authorities issuing attribute certificates
 - ETSI EN 319 421: Policy and Security Requirements for Trust Service Providers issuing Time-Stamps
 - ETSI TS 119 431: TSP service components operating a remote QSCD / SCDev
 - CEN EN 419 241 series: Trustworthy Systems Supporting Server Signing
 - CEN EN 419 221 series: Cryptographic Module;
amongst others - EN 419 221-5: Cryptographic Module for Trust Services
 - ETSI TS 119 441: Policy requirements for TSP providing signature validation services

- ETSI EN 319 521: Policy and security requirements for Electronic Registered Delivery Service Providers
- ETSI EN 319 522 Serie: Electronic Registered Delivery Service.

In conjunction with the above series of standards ETSI EN 319 4xx / 5xx, the Telekom Security certification body is a conformity assessment body for corresponding trust service providers and the trust services that they offer.

- Repealed by coming into force of Trust Services Act (VDG): *Bundesnetzagentur für Elektrizität, Gas, Telekommunikation, Post und Eisenbahnen (Federal Network Agency for Electricity, Gas, Telecommunications, Post and Railway) (procedure type 030):*
 - *The Telekom Security certification body is recognized by the Bundesnetzagentur as a confirmation body for security confirmation for products in accordance with the German Digital Signature Act.*
 - *The Telekom Security certification body is recognized by the Bundesnetzagentur as an assessment and confirmation body ("Prüf- und Bestätigungsstelle") for assessing and confirming certification service providers (CSPs) in accordance with the German Digital Signature Act.*
- Designated body as per EU Regulation (EU) No. 910/2014 and Commission Decision 2000/709/EC (procedure type 021):

In conjunction with EU Regulation (EU) No. 910/2014, the Telekom Security certification body is a "designated body"⁴. This includes amongst others the above series of standards CEN EN 419 241 und CEN EN 419 221.
- Repealed by coming into force of eIDAS: *Designated body as per EU Regulation 1999/93/EC and Commission Decision 2000/709/EC (procedure type 020):*

In conjunction with EU Directive (EU) 1999/93/EC, the Telekom Security certification body is a "designated body"⁵.

⁴ as per Article 30 of this Regulation, see www.europa.eu.int and www.fesa.rtr.at

⁵ as per Article 3 (4) of this Directive, see www.europa.eu.int and www.fesa.rtr.at

During assessments and certifications, the confidentiality of the information provided by the applicant (ordering party) always plays a key role. The Telekom Security certification body has an organizational and technical infrastructure that is also suitable for handling classified governmental information at least up to the level “secret”.

The accreditor pays particular attention to ensuring that the procedures of the certification body are accessible to all external interested parties, that impartiality and objectivity are guaranteed and that all applicants are treated equally.

2 Certification program 031: Certification for trust service providers in accordance with Regulation (EU) No. 910/2014

2.1 Aim of the program

In this program for the area of the entire European Union, assessments are conducted for trust service providers (TSPs), in accordance with Regulation (EU) No. 910/2014 (Articles 20 and 21), with the purpose of proving that the TSPs themselves and the qualified trust services they provide meet the requirements laid down in this Regulation. These assessments cover both the TSP's security concept and its practical implementation. The corresponding conformity assessment report including the confirmation of conformity (certificate) is submitted to the trust service provider to be presented to the Bundesnetzagentur in its role as supervisory authority in accordance with the eIDAS.

Within the framework of Article 24 (1) d) of Regulation (EU) No. 910/2014, the certification body establishes, where required, whether the qualified trust service provider verifies the identity and specific attributes of the natural or legal person for whom the qualified certificate is issued using identification methods that provide equivalent security with regard to reliability when the person is present.

The following specifications shall be observed for this program:

- Regulation (EU) No. 910/2014
- Applicable implementing act of the EC
- Current publications regarding approved cryptographic algorithms for the relevant technical components
- Specifications of the working group of recognized confirmation bodies (Arbeitsgruppe anerkannter Bestätigungsstellen, AGAB).

Note:

Within the framework of Regulation (EU) No. 910/2014, the certification body acts as “conformity assessment body (CAB)” in accordance with Article 3, Point 18 and Articles 20, 21 and 24.

2.2 Offer request and certification agreement

This information can be found in the annex „Certification and Conformity Assessment Policy”.

2.3 Certification with evaluation and monitoring

General information can be found in the annex „Certification and Conformity Assessment Policy”.

The following applies specifically to the current certification program:

Following the evaluation, the evaluators draw up an evaluation report (conformity assessment report in accordance with Article 20 (1) of the eIDAS), which forms the basis for the certification decision. The certification body assesses the evaluation based on the evaluation report that has been drawn up and monitors compliance with the procedural specifications on the basis of DIN EN ISO/IEC 17065. The certification decision is logged. The customer is informed of the certification decision.

If the certification decision is positive, the certificate is issued. This certificate reflects the scope of application of the certification, has a maximum validity period of 24 months (Article 20 (1) of the eIDAS) and represents the mark of conformity. A valid certificate provides authorization for public use of the mark of conformity in connection with the certified qualified trust service in accordance with the annex „Certification and Conformity Assessment Policy”.

Single trust services:

The Telekom Security certification body provides assessment and certification for the following qualified trust services for qualified trust service providers⁶ in accordance with EU Regulation No. 910/2014 dated July 23, 2014 (eIDAS):

⁶ Abbreviated below to TSP

ID	Description of the trust service	“Qualified trust service type” ETSI TS 119 612 V2.1.1 (2016-04) Section 5.5.1.1; please also refer to Chapter 2 of IMPLEMENTING DECISION (EU) 2015/1505
A1	Creating qualified certificates for electronic signatures	(a) .../CA/QC (b) .../Certstatus/OCSP/QC (c) .../Certstatus/CRL/QC
A2	Creating qualified certificates for electronic seals	(a) .../CA/QC (b) .../Certstatus/OCSP/QC (c) .../Certstatus/CRL/QC
A3	Creating qualified certificates for website authentication	(a) .../CA/QC (b) .../Certstatus/OCSP/QC (c) .../Certstatus/CRL/QC
A4	Creating qualified electronic timestamps	(d) .../TSA/QTST
A5	Creating qualified electronic signatures	(i) .../RemoteQSCDManagement/Q ⁷
A6	Creating qualified electronic seals	(i) .../RemoteQSCDManagement/Q ⁷
B1	Checking and validating qualified electronic signatures, seals, timestamps and corresponding qualified certificates	(h) .../QESValidation/Q
B2	Checking and validating qualified certificates for website authentication	(h) .../QESValidation/Q
C1	Storing qualified electronic signatures, seals or corresponding qualified certificates	(g) .../PSES/Q
D1	Delivering electronic registered letters	(e) .../EDS/Q

⁷ Not covered by IMPLEMENTING DECISION (EU) 2015/1505

ID	Description of the trust service	“Qualified trust service type” ETSI TS 119 612 V2.1.1 (2016-04) Section 5.5.1.1; please also refer to Chapter 2 of IMPLEMENTING DECISION (EU) 2015/1505
		(f) .../EDS/REM/Q

The assessment and certification can be performed on the basis of relevant ETSI standards:

ETSI EN 319 401 defines general requirements for TSPs that offer one or more of the qualified trust services specified above (A - D).

ETSI EN 319 411-2 defines additional requirements for TSPs that issue qualified certificates. These requirements are relevant for the qualified trust services A1 - A3. ETSI EN 319 411-2 refers to the requirements of ETSI EN 319 411-1⁸ and distinguishes between the following certification policies:

- QCP-n: Certification policy for EU qualified certificates for natural persons
- QCP-n-qscd: Certification policy for EU qualified certificates for natural persons that requires the use of qualified electronic signature creation devices (QSCD)
- QCP-l: Certification policy for EU qualified certificates for legal persons
- QCP-l-qscd: Certification policy for EU qualified certificates for legal persons that requires the use of qualified electronic signature creation devices (QSCD)
- QCP-w: Certification policy for EU qualified certificates for website authentication.

ETSI EN 319 421 defines requirements for TSPs that issue qualified electronic timestamps. These requirements are relevant for the qualified trust service A4.

ETSI TS 119 431-1 defines requirements for TSPs concerning TSP service components implementing a remote QSCD / SCDev. These requirements are relevant for the qualified trust service A5 and A6⁷.

⁸ *Note*: Conformity with these requirements is recognised by CA/Browser Forum (see CA/B Baseline and Extended Validation Requirements, Ballot 171 as of 01.07.2016)

ETSI TS 119 441 defines requirements for TSPs providing signature validation services. These requirements are relevant for the qualified trust services B1 and B2.

ETSI EN 319 521 and ETSI EN 319 522 Series: Electronic Registered Delivery Service. These requirements are relevant for the qualified trust service D1.

PSD2:

Additionally, the assessment and certification can be performed with respect to the conformity of the qualified certificates profiles for electronic Seal and website authentication according to the requirements of Article 34 of DELEGATED REGULATION (EU) 2018-389 in the context of Payment Services DIRECTIVE (EU) 2015-2366 (PSD2). Such additional assessment can also be done - additionally to Article 34 - with respect to ETSI TS 119 495 "Qualified Certificate Profiles and TSP Policy Requirements under the payment services Directive (EU) 2015/2366".

The certification is performed on the basis of ETSI EN 319 403. The evaluation is performed by evaluators/auditors who are employees of the certification body or are approved by the certification body.

Requirements for evaluation facilities:

- 1) Either accreditation as a conformity assessment body as defined in Article 3 (18) of Regulation (EU) No. 910/2014 by the national accreditation body responsible in accordance with Regulation (EU) No. 765/2008
- 2) Or recognition/licensing for implementing any other process/service/product assessment criteria covering process/service/product security audit (usually in accordance with ISO/IEC 17021 or/and ISO/IEC 17025).
This recognition/licensing shall cover the technological domains to which the object of certification belongs as well as the evaluation assurance level (rigor of evaluation) required by Regulation (EU) No. 910/2014 (incl. the relevant implementing act).
This recognition/licensing shall have been issued by the responsible national or supranational regulator.
- 3) General requirements for evaluation facilities, see Section 4 below.

Performing the audit:

The auditors examine the TSP with regard to conformity with the eIDAS requirements relevant for the qualified trust service, taking account of the requirements in the ETSI standards specified above. The audit establishes whether the organizational and technical measures of the TSP meet the requirements.

The audit of the trust service is divided into two phases:

- The documentation assessment
- The subsequent on-site audit.

The certifier responsible and the auditors coordinate the time schedule of the certification process with the customer.

In the first phase of auditing the TSP, the auditors analyze the documentation required in the standards and check it for conformity. If this assessment reveals that the trust service does not meet the requirements, no on-site audit is carried out. The applicant has the opportunity to adapt the TSP's documentation in line with the requirements and have it checked by the auditors again.

After assessing the TSP documentation, if the auditors reach the conclusion that the documentation meets the requirements of the applicable standards, they proceed to the second phase of the evaluation, the on-site audit. The aim of this audit is to determine that the trust service is implemented as described in the documentation and is implemented in accordance with the requirements. The on-site audit is performed on the premises of the TSP on a date agreed with the applicant beforehand.

The on-site audit consists of checking the organizational, structural and technical implementation of the measures described in the documentation for meeting the requirements.

During this process, the auditors collect random samples of evidence by carrying out surveys, checking documents, observing activities and conditions, and performing technical tests. Where available, assessments by other independent bodies relating to individual parts of the service to be assessed may also be used. For example, it is not necessary for the auditors to perform their own evaluations of technical components. They can use the audit reports and certificates of other independent bodies for their assessment.

The extent of reuse is agreed between the certifier responsible and the auditors. It must be ensured here that the reused results are suitable for use in accordance with the eIDAS for

the certification of the qualified trust service provider and the qualified trust services that it provides.

Once the on-site audit has been performed, the auditors use the documentation assessment and audit as a basis to draw up a conformity assessment report in accordance with Article 20 (1) of the eIDAS, making a statement regarding the compliance of the trust service with the relevant eIDAS requirements and, where appropriate, ETSI standards. This report forms the basis for the decision regarding certification. The decision regarding certification is made by the management of the certification body. Depending on the results of the audit, the certificate is issued with a maximum validity period of two years (Article 20 (1) of the eIDAS). After two years at the latest, a full audit is necessary in order to extend the certificate validity.

Monitoring the use of the mark of conformity:

General information can be found in the annex „Certification and Conformity Assessment Policy”.

Monitoring of the use of the mark of conformity for a specific certification program involves the following:

- Limiting the validity of the mark of conformity to a maximum of 24 months with the possibility of a full assessment to determine whether the underlying conformity statement (certification decision) can be maintained – see Regulation (EU) No. 910/2014, Article 20 (1).
- Performing regular monitoring audits – as a rule at least annually, cf. ETSI EN 319 403, sec. 7.9 „Surveillance“, if the assessment and certification is performed on the base of the related ETSI standards.
- Performing an event-based assessment to determine whether the underlying conformity statement (certification decision) can be maintained. Such an event may, for example, be a security-related problem that has become known in the specific object of certification or the relevant technology – see Regulation (EU) No. 910/2014, Article 20 (2).

If changes are made to the object of certification within the certificate’s validity period, the corresponding rules from the annex „Certification and Conformity Assessment Policy” apply; in particular, the section “Maintenance of the mark of conformity following changes”.

The TSP must inform the certification body immediately of any changes that affect the certification and provide a description of the changes. Based on the description, the certification body decides whether another audit is necessary or whether the changes can be checked as part of the next monitoring audit or recertification audit.

2.4 Publishing the certificate and using the mark of conformity

General information can be found in the annex „Certification and Conformity Assessment Policy”, in the sections “Disclosure and publication” and “Monitoring the use of the mark of conformity”.

2.5 Certification expenses

General information can be found in the annex „Certification and Conformity Assessment Policy”, in the section “Procedure costs and liability”.

2.6 Complaints and objections

General information can be found in the annex „Certification and Conformity Assessment Policy”, in the section “Procedure for complaints and objections”.

For the specific certification program, the *supervisory authorities* that can be called in conjunction with the complaints procedure are:

- a) for TSPs that issue qualified certificates for website authentication (Id “A3” in chap. 2.3 above):

Bundesamt für Sicherheit in der Informationstechnik, Referat SZ 25, Postfach 20 03 63, 53133 Bonn

- b) for TSPs that provide all other qualified trust services in the scope of this Certification Program:

Bundesnetzagentur für Elektrizität, Gas, Telekommunikation, Post und Eisenbahnen (German Federal Network Agency for Electricity, Gas, Telecommunications, Post and Railway), Referat Qualifizierte elektronische Signatur (Qualified Electronic Signature), Canisiusstraße 21, 55122 Mainz

3 Supplementary services

The following services are available for each type of procedure as well as outside of one of the certification programs listed above:

- Preparing assessment and certification procedures in the form of workshops
- Training developers with regard to criteria-compliant development and optimization of certification procedures (including in-house)
- Training IT security officers with regard to possible verification and certification of development, test and production infrastructures (including in-house)

If consulting sessions or training courses are offered for certification body applicants, these are limited exclusively to the exchange of information between the certification body and its customers, such as explanations regarding findings or the clarification of assessment and certification requirements.

- Translating the body's own marks of conformity and reports into other languages
- Performing reproduction and printing tasks with regard to issuing the body's own marks of conformity and reports
- Holding presentations on the certification schema and the achieved results at customer events and conventions
- Announcing procedures and publishing results (press releases, specialist journals, publications on the certification body's website).

4 General requirements for evaluation facilities

The following requirements for evaluation facilities apply irrespective of the specific certification program chosen:

- 1) The evaluation facility shall have a legally binding contractual basis (license contract/license agreement) with the Telekom Security certification body (ISO/IEC 17065, 6.2.2).
- 2) For each individual certification procedure, the evaluation facility shall be able to present a legally enforceable agreement with the applicant that allows the evaluation facility to perform all examinations necessary in the context of the requested certification procedure at least to the degree of assessment envisaged in the certification application. Among other things, this agreement must cover drawing up a plan for the evaluation activities (evaluation plan) by the evaluation facility, so that the necessary rules of the relevant certification program can be applied.
- 3) The evaluation facility must document the results of all evaluation activities. This documentation is drawn up in the form of evaluation, audit, inspection or observation reports. These reports must address every single aspect of evaluation that is required in the certification program and is applicable to the specific certification procedure, and clearly document the evaluation results for each aspect of evaluation.

5 Glossary

Term	Definition
<p>Consulting (in conjunction with the activities of certification bodies, the staff of certification bodies and organizations that are related to or associated with certification bodies)</p>	<p>ISO/IEC 17065 (3.2): Participation in:</p> <ul style="list-style-type: none"> a) Development, production, installation, maintenance or distribution of a certified product or a product to be certified; or b) Development, implementation, operation or maintenance of a certified process or a process to be certified; or c) Development, implementation, provision or maintenance of a certified service or a service to be certified.
<p>eIDAS</p>	<p>REGULATION (EU) No 910/2014 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC</p>
<p>Mark of conformity (certificate)</p>	<p>ISO/IEC 17030: “Protected mark issued by a body performing third-party conformity assessment, indicating that an object of conformity assessment (product, process, person, system or body) is in conformity with specified requirements”.</p> <p>Conformity assessments can be confirmed by the certification body in the form of certificates, confirmations and quality or test seals.</p>
<p>Certification program/procedure type</p>	<p>following ISO/IEC 17065: <i>Certification system</i> (conformity assessment system) that relates to a certain class or certain type of <i>objects to be certified</i>, to which the same defined requirements, specific rules and procedures are applied. The rules, procedures and management of the</p>

Term	Definition
	certification of products, processes and services are laid down by the certification program.
Certification/conformity assessment procedure	<p>A specific qualification procedure (conformity assessment procedure) that is applied to the <i>object to be certified</i> by the certification body by order of the applicant.</p> <p>A certification/conformity confirmation procedure must be carried out as part of a <i>certification program</i>.</p>
Certification system (conformity assessment system)	Rules, procedure and management for the implementation of certifications
Object to be certified (object of certification, object of the conformity assessment)	Product/service/process for which the applicant aims to obtain a mark of conformity.
Applicant (ordering party)	Legal entity who applied at the CB for the issuing a certificate in accordance with a Certification Program offered by the CB
Holder of a mark of conformity	Applicant, whose requested certification procedure is completed with the issuance of a mark of conformity.
Owner of a mark of conformity	<p>ISO/IEC 17030:</p> <p>“person or organization that has legal rights to a third-party mark of conformity”</p> <p>In the current context: The Certification Body of Telekom Security</p>
Issuer of a mark of conformity	<p>ISO/IEC 17030:</p> <p>“body that grants the right to use a third-party mark of conformity”</p> <p>In the current context: The Certification Body of Telekom Security</p>
Evaluation facility (EF)	<p>Derived from ISO/IEC 17025 (laboratory):</p> <p>body that performs evaluation of IT services and/or IT products by one or more of the following activities:</p> <ul style="list-style-type: none"> - testing; - audit; - calibration; - sampling, associated with subsequent testing or

Term	Definition
	calibration.
Operator of EF	Legal entity operating an evaluation facility
Recognition Agreement	A legally binding contract with an EF who applied for or already acts as EF with the status 'recognised EF' granted by the CB.
status 'recognised EF'	A status granted by the CB to an EF, who successfully passed the EF recognition procedure laid down in the related document #040.

End of Certification Practice Statement



Certification Practice Statement

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Certification and Conformity Assessment Policy

Certification and Conformity Assessment Body
of Telekom Security

Foreword

Telekom Security operates a certification body accredited by DAkkS¹ in accordance with ISO/IEC 17065 and ETSI EN 319 403, DAkkS Registration No. D-ZE-21631-01 (former Certification Body of T-Systems, DAkkS Registration No. D-ZE-12025-01).

The aim of this document is to inform interested parties about the following:

- The rules for certification and conformity assessment
- The certification/conformity assessment procedure
- The framework conditions to be taken into account

This document is regularly updated based on requirements and made available to download online at www.telekom-zert.com (“Service Area”).

To perform a specific procedure, the version valid at the time of signing the related contract must always be applied.

A description of the Telekom Security certification programmes can be found in the related “Certification Practice Statement” (CPS), which are published in the same place.

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Distribution: public

For further information, the certification body can be contacted as follows:

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¹ Deutsche Akkreditierungsstelle (German Accreditation Body), www.dakks.de

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Revision list

Revision	Date	Activity
0.9	September 8, 2000	Initial creation (debis Systemshaus)
1.0	February 28, 2001	Update
1.1	July 4, 2001	Update
1.2	August 1, 2001	Update based on new services
1.3	January 9, 2002	Renaming into T-Systems International GmbH
1.4	June 1, 2002	Services updated, minor corrections
1.5	January 2, 2003	Name changes, corresponding adjustments; addition of s4b
1.6	August 7, 2003	Additions in Sections 4.3 and 5.6
1.7	October 27, 2003	Changes: © and address specifications
1.8	July 22, 2004	Comparison with web
1.9	March 4, 2005	Assessment principles and procedure names updated
2.0	April 4, 2005	Addition of ETSI 101.456
2.1	July 25, 2005	Update due to BNetzA
2.2	October 31, 2005	Minor corrections
2.3	February 23, 2006	Standards updated
2.4	January 18, 2007	Programme adjustments, various updates
2.5	June 6, 2007	Adjustments for procedure 08
2.6	July 19, 2007	General Terms and Conditions updated
3.0	March 18, 2008	Division into CPS and Policy
3.1	June 1, 2010	Address change and editorial modifications; termination of programme 06
4.0	June 2, 2016	Modifications in the context of ISO 17065 and ETSI EN 319 403 accreditation by DAkkS
4.01	June 22, 2016	Editorial adjustments
4.02	June 24, 2016	Management Board, Section 3.5
4.03	August 11, 2016	Editorial adjustments
4.04	January 2, 2017	Address change
4.05	July 1, 2017	Phone number change
4.06	June 5, 2018	Editorial adjustments, sec. 1.1, 1.2
4.07	July 17, 2018	Glossary supplemented
4.08	April 17, 2019	Alignment with Corporate-ID
5.00	July 1, 2020	Renaming into CB of Deutsche Telekom Security GmbH
5.01	January 4, 2022	Technical changes
5.02	August 23, 2023	Editorial changes
5.03	March 11, 2024	Editorial changes
5.04	April 8, 2024	Reflection of R-17065 (herein ch. 7.4.5) in sec. 1.4

1 Procedure

The following sections describe the typical procedure for certification.

1.1 Preliminary Discussions and Application for Certification/Conformity Assessment

In this phase of the procedure, the interested party is provided with all the necessary information prior to deciding whether to carry out a certification. Preliminary discussions are formally considered as application for certification/conformity assessment.

Topics include:

- Object of certification
- Certification programme (procedure type) to be applied and the relevant assessment criteria as well as the applicability of the certification programme to the object of certification
- Roles of participants in conjunction with the certification programme to be applied
- Rights and duties (responsibilities) of participants
- Documents available/to be supplied
- Technical, organizational and legal environment of the ordering party including sites to be included and outsourced processes
- Procedure and subsequent monitoring to maintain the mark of conformity
- Confidentiality of information
- Milestone plan, timeframe and costs

If the certification body reaches the conclusion, based on the assessment of the information received, that the desired certification procedure is unfeasible from the outset, it will not provide the interested party with an offer, but will instead explain the reasons for its decision.

1.2 Certification Agreement

On request and taking account of the preliminary discussions, the certification body draws up an offer for the desired certification/conformity assessment.

The offer specifies:

- The object of certification

- The certification programme to be applied (publicly accessible “Certification Practice Statement” document; this specifies standards and/or other normative documents based on which the ordering party requires certification)
- The general features of the ordering party, including the ordering party’s name, the address(es) of the ordering party’s physical site(s), and significant aspects of the ordering party’s processes and operations (if required by the certification programme concerned)
- General information regarding the ordering party that is relevant for the requested certification area, such as the ordering party’s activities, human resources and technical resources (including laboratory and/or certification facilities), functions and, where appropriate, relationships in a larger corporation
- Information regarding all outsourced processes that are used by the ordering party and affect conformity with the requirements. If the customer has specified a legal entity (or legal entities) to produce the certification object other than the ordering party, then the certification body can impose corresponding contractual controls on the legal entity (or legal entities) if this is necessary for effective monitoring. If such contractual controls are necessary, they can be determined prior to provision of the formal certification documentation.
- All other information that is required in accordance with the certification requirements concerned, such as information regarding initial evaluation and monitoring activities (e.g., the sites at which the certification object is produced and contact persons at these sites)
- Responsibilities of the certification body and the ordering party (applicant) as well as all significant legal obligations
- A rough schedule and other commercial conditions

The “ordering party” (“applicant”) represents a dedicated role in each type of procedure and is responsible, among other things, for making it possible for the certification body (and any evaluation facility that it has commissioned) to implement the requested procedure. If the requested procedure is completed with the issuance of a mark of conformity, the applicant becomes the holder of the mark of conformity. The certification body is and remains the owner² and issuer² of all marks of conformity (certificates, confirmations, test seals) that it has issued.

The offer is signed by an authorized representative of the operator of the certification body.

The application to issue a mark of conformity becomes effective through the legally binding acceptance of the offer. A corresponding letter, to be signed by an authorized representative

² In accordance with ISO/IEC 17030

of the ordering party, is required and should contain, in particular, the ordering party's company name, legal form and address.

This "Certification and Assessment Policy" document is to be regarded as an integral part of the offer and the contract.

1.3 Commencement of the Procedure

A procedure is started as soon the certification application has been accepted, i.e. after the certification agreement has come in force.

The certification body assigns a unique certification ID to the procedure, which can be used by the applicant (ordering party) as a reference. If the applicant agrees, the certification procedure can be announced at www.telekom-zert.com.

If required, a joint kick-off meeting is held with all participants. A schedule for the procedure is defined in mutual agreement.

The procedure is carried out at the business premises of the certification body in Bonn – with the exception of audits and inspections at the premises of the ordering party and service providers commissioned by the ordering party, if such audits and inspections are part of the certification programme.

The certificate is generally handed over at the premises of the certification body. The certificate can also be handed over elsewhere on request.

If required, all parties involved in the project jointly decide on any necessary modifications to the certificate request (e.g., the object of certification and the course of the assessment).

1.4 Assessment Activities

Depending on the type of procedure (also referred to as certification programme), assessment steps are carried out by the external evaluation facility commissioned by the applicant (monitored by the certification body), or by the certification body itself.

Assessment, audit, inspection and monitoring reports are drawn up to report on the assessments performed and the corresponding results. These reports are submitted to the applicant for inspection.

The assessment, audit, inspection and monitoring reports address every single aspect of assessment that is required in the selected certification programme and is applicable to the

specific procedure, and clearly document the assessment results for each aspect. For example, the applicant is informed of any non-compliance that is determined.

If one or more cases of non-compliance have been determined, and the applicant expresses an interest in continuing the certification process, then the certification body provides information regarding any additional evaluation tasks that are necessary in order to verify that the non-compliance has been corrected. If the applicant agrees to complete the additional evaluation tasks, then the evaluation is repeated to the extent necessary to complete the additional evaluation tasks.

If the applicant has no objections, then the report is regarded as formally approved. If the applicant has objections, the certification body will make a decision regarding these objections according to its best judgment and inform the applicant of the decision.

The certification body may accept the results of conformity assessment activities (test, inspection or audit results, etc.) that were completed prior to the application for certification, subject to the following conditions:

- 1) The certification programme provides for such an inclusion of pre-existing results of other conformity assessments;
- 2) The certification body can use suitable records to prove that all relevant requirements of the applicable ISO 17000 series standards have been met;
- 3) Records can be used to establish the compatibility of the selection function, on which the result was based, with the evaluation activity to be replaced;
- 4) There must be technical equivalence in the narrower sense, which requires, for example, that the measurement uncertainty of the result to be adopted is within the permissible range in the adopting body or that other programme requirements are comparable.

1.5 Completion of the Procedure

Once the assessment activities have been completed, the certification body reaches a decision regarding certification.

If all assessment activities have been completed successfully, a positive certification decision can be made, meaning that the conformity aimed for by the applicant can be confirmed and a mark of conformity issued. With certain types of procedures, an additional certification/confirmation report or an annex/supplement to the mark of conformity issued

may be provided. These documents are submitted to the applicant in electronic and printed form.

If the applicant agrees, these documents and certificates may be published at www.telekom-zert.com.

Depending on the type of procedure, it may be necessary to forward these documents to supervisory bodies (Federal Office for Information Security (BSI), Federal Network Agency, accreditor) or allow these institutions to view the documents.

With regard to these institutions publishing the results of the procedure, the Telekom Security certification and assessment body is bound to their deadlines and cannot guarantee any specific publication dates.

If the entire procedure could not be completed successfully, the final report explains the essential reasons for this. After addressing the shortcomings, the applicant may apply for a reassessment, see Section 1.4 above.

The certification body archives all documents relevant for the project. If it has been agreed that the certification body will archive the certified object (e.g., in the case of products), appropriate measures will be taken. Details will be discussed with those involved.

1.6 Maintenance of the Mark of Conformity following Changes

Following modifications to the object of certification/confirmation, changes to the underlying assessment criteria or new technical findings that may be relevant to the object of certification, a decision must be reached with regard to maintaining, changing, extending/restricting, suspending/reinstating or withdrawing the mark of conformity.

In detail, this means:

- If the object of certification/confirmation is modified or extended, depending on the nature of the changes, it may be possible to extend the mark of conformity to the modified version (possibly with additional stipulations) or restrict the mark of conformity to the old version.
An extension of the mark of conformity through an annex/supplement to the existing mark of conformity can only be requested by the party who requested the mark of conformity to be extended (by the holder of the mark of conformity).
- The certification body will inform the applicant as soon as possible about changes to the underlying assessment criteria (to the relevant certification

programme). The certification body will explain to the applicant the impact of these changes on the object of certification and its certification/confirmation. It is possible that the mark of conformity cannot be maintained based on the changed underlying assessment criteria and requires another assessment.

- If new technical findings that may be relevant for the object of certification lead to the conclusion that a mark of conformity can no longer be justified for technical reasons, the applicant may eliminate identified weaknesses in a reasonable time frame. This must be documented appropriately for the procedure, and the certification body must be informed accordingly. Based on this information, the certification body decides whether the certificate/confirmation may either be maintained (possibly with further stipulations) or restricted or – subject to corrective measures by the applicant – needs to be suspended or withdrawn.

Depending on the manner and scope of changes, which must be described in an impact analysis prepared by the applicant (for each individual certification procedure to maintain the mark of conformity), it may be necessary to re-certify³ or re-evaluate⁴ the object of certification before a decision can be reached with regard to maintaining, changing, extending/restricting, suspending/reinstating or withdrawing the mark of conformity. The certification body reserves the right to make the final decision.

Whenever the mark of conformity is changed, extended, suspended or withdrawn, this is announced and published in accordance with the stipulations in Section 3.2.

³ Performed exclusively by the certification body, without the involvement of an evaluation facility

⁴ Performed by an evaluation facility, with subsequent re-certification

2 Certification Rules

2.1 Responsibilities of the Certification Body

The certification body is accredited in accordance with the relevant standards

- DIN EN ISO/IEC 17065: Conformity assessment – Requirements for bodies certifying products, processes and services, latest version
- ETSI EN 319 403: Electronic Signatures and Infrastructures (ESI); Trust Service Provider Conformity Assessment-Requirements for conformity assessment bodies assessing Trust Service Providers.

by DAkkS under the DAkkS registration number D-ZE-21631-01.

Meeting the requirements of these standards and maintaining the corresponding accreditation is essential for the certification body. The following basic principles and responsibilities can be derived from this for the certification body's services:

- The certification programmes of the certification body are accessible to all external⁵ interested parties⁶.
- Impartiality and objectivity are ensured and all ordering parties are treated equally.
- Where technical assessments are performed by independent (external) assessment bodies, equal treatment of all assessment bodies is guaranteed.
- The interests and reservations of third parties have no bearing whatsoever on the procedures employed by the certification body and the results obtained.

The certification body is responsible for strictly and continuously adhering to these principles and is monitored in this regard by the accreditor and supervisory authorities. The accreditor pays particular attention to ensuring that the procedures of the certification body are accessible to all external interested parties, that impartiality and objectivity are guaranteed and that all applicants are treated equally.

⁵ I.e., not from the Deutsche Telekom AG Group

⁶ The certification body can refuse to accept or maintain a request for a contract to certify a applicant if there are fundamental or proven reasons, such as if the customer is involved in illegal activities, if the customer has repeatedly violated the certification or product requirements, or if there are similar problems relating to the customer.

The certification body uses and manages its marks of conformity in accordance with ISO/IEC 17030.

The certification body monitors the use of its marks of conformity. In the event of misleading or improper use, the certification body reserves the right to take corrective measures, make this known or, in extreme cases, take legal action.

If the basis on which a mark of conformity was issued ceases to apply, the certification body decides whether the mark of conformity can be maintained (possibly with restrictive stipulations) or must be withdrawn (revoked). The applicant, as the holder of the mark of conformity, can also request changes or the revocation of the mark of conformity.

The certification body limits its requirements, evaluations, assessments, decisions and monitoring (where necessary) to aspects that specifically and exclusively relate to the scope of application for the certification.

2.2 Responsibilities of the Applicant

In ordering a certificate from the certification body, the applicant (ordering party) agrees to continuously adhere to the following principles (arising from ISO/IEC 17065 and the respective assessment criteria).

If there is any significant failure on the part of the applicant to observe these obligations, the certification body reserves the right to delete announcements at www.telekom-zert.com, refuse to issue marks of conformity, and withdraw (revoke) issued marks of conformity.

2.2.1 All Certification Programmes

1. The applicant always meets the certification requirements, including the implementation of corresponding changes when informed of these by the certification body.
2. The applicant ensures that the certified product continues to meet the product requirements when the certification applies to ongoing production.
3. The applicant makes all the necessary preparations for the following:
 - 1) Carrying out the evaluation and monitoring (where necessary), including taking account of the verification of documentation and records, access to the relevant equipment, site(s), area (s) and staff, and the applicant's subcontractors;

- 2) The investigation of complaints;
- 3) The participation of observers, where appropriate.
4. The applicant can only make claims with regard to the certification in line with the scope of application of the certification.
5. The applicant must not use the product certification in any way that could discredit the certification body, or make any statements about its product certification that the certification body could consider to be misleading or unjustified.
6. When marks of conformity are issued, the currently valid version must always be used.
7. The mark of conformity (the certification document) must not be changed, meaning that it must be used exactly as issued by the certification body.
8. If the certification documents, including the mark of conformity (the certification document), are made available to others, the documents must be duplicated in their entirety, or as defined in the certification programme.
9. If the certification/confirmation is suspended, withdrawn or terminated, the use of all advertising materials that contain any reference to the certification/confirmation must be ceased and the measures required by the certification programme (for example, returning certification documents) as well as all other necessary measures must be taken.
10. If the certified object is referred to in communication media, such as documents, brochures or advertising materials, the requirements of the certification body and stipulations defined in the certification programme must be met.
Any reference to the certified object in publicly accessible media and materials must be clear and not misleading. In particular, the certification may only be used to indicate the conformity of the certified object with the standard applied.
New versions of previously certified objects may only be referred to as “certified” or “confirmed” if a re-certification or subsequent confirmation has been successfully completed and a certificate issued.

11. The certification body must be informed immediately of any changes that could affect the ability of the applicant to meet the certification requirements⁷.
12. The applicant must label products and systems as well as process-related documentation in such a way that amended versions can be clearly recognized based on new version numbers, releases, etc.
13. If new security findings lead to the conclusion that a mark of conformity can no longer be justified for technical reasons, the applicant can eliminate any identified weaknesses in a reasonable time frame, document this and inform the certification body accordingly.
14. Records of all complaints and new findings regarding the properties of a certified object that have been made known to the applicant's customer with regard to adherence to the certification requirements must be kept and these records must be made available to the certification body on request. In addition:
 - 1) The applicant must take suitable measures with regard to such complaints as well as any deficiencies that have been discovered in the products and that affect adherence to the certification requirements.
 - 2) The measures taken must be documented.
15. All requirements must be met that may be described in the certification programme and that relate to the use of marks of conformity as well as to information relating to the product.

The certification body uses and manages its marks of conformity in accordance with ISO/IEC 17030.

The certification body monitors the use of its marks of conformity. In the event of misleading or improper use, the certification body reserves the right to take corrective measures, make this known or, in extreme cases, take legal action.

⁷ Examples of changes include:

- The legal, economic or organizational status or ownership
- Organization and management (e.g., key roles, decision-making processes or technical staff)
- Changes to the product or production method
- Contact addresses and production facilities
- Significant changes to the quality management system

16. If necessary, the applicant must commission an external evaluation facility suitable for the chosen certification programme to perform the technical evaluation at the latest eight weeks after the beginning of the corresponding procedure.
17. The certification body has the right to inspect any applicant documents relevant for the assessment as well as any assessment reports of the commissioned evaluation facility, insofar as this is necessary for the assessment and certification in accordance with the underlying criteria.
18. After providing notice and for the purpose of an assessment, the certification body has the right to enter and inspect the development, testing and production sites and other facilities of the applicant, third parties commissioned by the applicant, the applicant's suppliers and other parties relevant for the assessment, insofar as this is necessary for the assessment.

Individual certification programmes are presented in the certification body's respective publicly accessible "Certification Practice Statement" document. There is one dedicated "Certification Practice Statement" for each certification programme or group of related certification programmes.

3 Miscellaneous

3.1 Confidentiality

A key principle followed by the certification body is to maintain the strict confidentiality of information gathered during certification procedures. This relates to both storing and transmitting all information relating to the procedures. A system of three confidentiality levels has been set up for this purpose, the selection of which is based on the offer and commission:

Standard: Access to procedure-related information stored with the certification body is granted to all certifiers and auditors of the certification body, IT administrators of Telekom Security and (if applicable) the evaluation facility involved. With regard to the electronic transmission of data, a decision on encryption is made on a case-by-case basis.

Need-To-Know: Access to procedure-related information stored with the certification body or electronically transmitted is granted only to certifiers and auditors of the certification body who are involved in the procedure and (if applicable) the evaluation facility involved. For electronic transmission, data must be encrypted using an algorithm agreed upon by the parties involved.

High: The procedures for handling classified governmental information are applied. The certification body maintains an organizational and technical infrastructure that is appropriate for handling classified governmental information at least up to the level “secret”.

3.2 Disclosure and Publication

The certification body will not disclose information to third parties regarding the status of ongoing procedures or information about the applicant itself without the explicit approval of the applicant.

The certification body only publishes procedure results with the applicant’s consent. If the certification body publishes the results of a certification procedure, the certification body will also announce and publish any modification, extension, suspension or withdrawal of the mark of conformity accordingly. As standard, i.e., for all certification programmes, the certification body publishes the directory of objects that it has certified on its website at www.telekom-zert.com.

Irrespective of this, the certification body must give third parties (e.g., supervisory authorities and accreditors) access to the assessment results – depending on the type of procedure. The applicant is always informed of this, unless it is forbidden by law.

All marks of conformity and documents issued by the certification body are the property of the certification body. They also contain copyright notices explaining the possibility of reproduction by third parties. The operator of the certification body retains the copyright for all marks of conformity and documents (reviews, reports, appraisals, etc.) issued by the certification body. Unless otherwise agreed by contract, the applicant is authorized only to duplicate and distribute marks of conformity – provided that the content, form and origin (the certification body as owner and issuer) of marks of conformity remain unchanged.

3.3 Monitoring the Use of the Mark of Conformity

The certification body monitors the use of its marks of conformity. In the event of misleading or improper use, the certification body reserves the right to take corrective measures, make this known or, in extreme cases, take legal action.

Proper and appropriate use of the mark of conformity is contractually imposed on the applicant, see Section 2.2 above.

The rules with regard to (the certification body) monitoring the use of the mark of conformity are defined in the relevant certification programme. Individual certification programmes are presented in the certification body's publicly accessible "Certification Practice Statement" document.

3.4 Procedure Costs and Liability

Costs are charged for performing a procedure. These costs are based primarily on the type of procedure requested, the specific object to be certified, the scope of certification desired or demanded and the degree of assessment envisaged or required. However, the procedure costs are charged irrespective of the ordering party's attributes (company name, company size, registered office, division, etc.). Details are specified in the offer.

Certification fees are always charged as agreed – regardless of whether a mark of conformity has been issued or could be not issued due to technical deficiencies or other deficiencies, the applicant cancelled the procedure, or the certification body suspended the procedure due to failure to provide the necessary information.

If the ordering party requires modifications to reports, expert opinions or marks of conformity that it has already approved, the additional effort will be charged to the ordering party. This also applies to performing re-assessments, if these become necessary due to reasons caused by the ordering party. The ordering party and certification body will jointly agree on this in advance.

The General Terms and Conditions attached to each individual offer describe the manner and scope of Telekom Security' liability.

3.5 Procedure for Complaints and Objections

Participants (applicant, evaluation facility) may lodge a complaint against or oppose decisions made by the certification body. The procedure for considering complaints and objections is as follows:

- (i) The certification body confirms the receipt of a formal complaint or formal objection.
- (ii) The certification body looks into the content of the complaint or objection to determine whether the complaint or objection relates to certification activities for which the certification body is responsible.
If the certification body does not accept the complaint or objection, this is explained in writing to the party lodging the complaint.
If the certification body accepts the complaint or objection, it then processes it, recording and verifying all the necessary information (as far as possible) in order to reach a decision regarding the complaint or objection.
- (iii) To begin with, an attempt is made to reach an agreement regarding the disputed matter with the certifier or conformity confirmer responsible for the procedure concerned.
- (iv) If this is not possible, an attempt is made to reach an agreement with the manager of the certification body.
- (v) If this is not possible, the party lodging the complaint may consult the "Lenkungsgremium zur Sicherung der Unparteilichkeit der Zertifizierungsstelle der Telekom Security" (Management board for ensuring the impartiality of the Telekom Security certification body). The address of the Management Board is: Lenkungsgremium der Zertifizierungsstelle der Telekom Security, Telekom Security International GmbH, Bonner Talweg 100, 53113 Bonn, Germany.

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- (vi) If this is not possible, the party lodging the complaint and the certification body can together consult the relevant supervisory authority. Which supervisory authority is relevant depends on the certification programme in conjunction with which the certification procedure in question was/is performed (see “Certification Practice Statement” document for the respective certification programme).
 - (vii) The certification body takes all necessary follow-up measures in order to deal with the complaint or objection.
 - (viii) Wherever possible, the certification body formally informs the party lodging the complaint or objection about the result and completion of the complaint/objection procedure.

This arbitration procedure neither precludes nor prejudice any legal proceedings.

4 Glossary

Term	Definition
Mark of conformity (certificate)	<p>ISO/IEC 17030:</p> <p>“Protected mark issued by a body performing third-party conformity assessment, indicating that an object of conformity assessment (product, process, person, system or body) is in conformity with specified requirements”.</p> <p>Conformity assessments can be confirmed by the certification body in the form of certificates, confirmations and quality or test seals.</p>
Certification programme (certification scheme)/procedure type	<p>following ISO/IEC 17065 (3.9):</p> <p><i>Certification system</i> (conformity assessment system) that relates to a certain class or certain type of <i>objects to be certified</i>, to which the same defined requirements, specific rules and procedures are applied.</p> <p>The rules, procedures and management of the certification of products, processes and services are laid down by the certification programme (certification scheme).</p>
Certification/conformity assessment procedure	<p>A specific qualification procedure (conformity assessment procedure) that is applied to the <i>object to be certified</i> by the certification body by order of the applicant.</p> <p>A certification/conformity assessment procedure must be carried out as part of a <i>certification programme</i>.</p>
Certification system (conformity assessment system)	<p>Rules, procedure and management for the implementation of certifications</p>
Object to be certified (object of certification, object of the conformity assessment)	<p>Product/service/process for which the applicant aims to obtain a mark of conformity.</p>
Applicant (ordering party)	<p>Legal entity who applied at the CB for the issuing a certificate in accordance with a Certification Programme offered by the CB</p>
Holder of a mark of conformity	<p>Applicant, whose requested certification procedure is completed with the issuance of a mark of conformity.</p>

Term	Definition
Owner of a mark of conformity	<p>ISO/IEC 17030: “person or organization that has legal rights to a third-party mark of conformity”</p> <p>In the current context: The Certification Body of Telekom Security</p>
Issuer of a mark of conformity	<p>ISO/IEC 17030: “body that grants the right to use a third-party mark of conformity”</p> <p>In the current context: The Certification Body of Telekom Security</p>
Evaluation facility (EF)	<p>Derived from ISO/IEC 17025 (laboratory): body that performs evaluation of IT services and/or IT products by one or more of the following activities:</p> <ul style="list-style-type: none"> - testing; - audit; - calibration; - sampling, associated with subsequent testing or calibration.
Operator of EF	Legal entity operating an evaluation facility
Recognition Agreement	A legally binding contract with an EF who applied for or already acts as EF with the status ‘recognised EF’ granted by the CB.
status ‘recognised EF’	A status granted by the CB to an EF, who successfully passed the EF recognition procedure laid down in the related document #040.
Consulting (in conjunction with the activities of certification bodies, the staff of certification bodies and organizations that are related to or associated with certification bodies)	<p>ISO/IEC 17065 (3.2): Participation in:</p> <ul style="list-style-type: none"> a) Development, production, installation, maintenance or distribution of a certified product or a product to be certified; or b) Development, implementation, operation or maintenance of a certified process or a process to be certified; or c) Development, implementation, provision or maintenance of a certified service or a service to be certified.

End of Certification and Conformity Assessment Policy



Certification and Conformity Assessment Policy

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DETALŪS METADUOMENYS	
Dokumento sudarytojas	Valstybės įmonė Registrų centras
Dokumento pavadinimas (antraštė)	Kvalifikuotų patikimumo užtikrinimo paslaugų atitikties reglamente (ES) Nr. 910/2014 nustatytiems reikalavimams audito paslaugų pirkimo - pardavimo sutartis (Pirkimo CVP IS ID 560674)
Dokumento registracijos data ir numeris	2025-01-27 Nr. ST-26 (5.7 Mr)
Dokumento gavimo data ir dokumento gavimo registracijos numeris	-
Dokumento specifikacijos identifikavimo žymuo	PDF-LT-V1.0
Parašo paskirtis	Pasirašymas
Parašą sukūrusio asmens vardas, pavardė ir pareigos	.
Parašo sukūrimo data ir laikas	2025-01-09 08:59
Parašo formatas	PAdES-T
Laiko žymoje nurodytas laikas	2025-01-28 01:04
Informacija apie sertifikavimo paslaugų teikėją	TeleSec PKS eIDAS QES CA 5
Sertifikato galiojimo laikas	2023-11-29 13:45 - 2025-12-03 01:59
Parašo paskirtis	Pasirašymas
Parašą sukūrusio asmens vardas, pavardė ir pareigos	.
Parašo sukūrimo data ir laikas	2025-01-23 14:59
Parašo formatas	PAdES-LTV
Laiko žymoje nurodytas laikas	2025-01-23 14:59
Informacija apie sertifikavimo paslaugų teikėją	RCSC IssuingCA-2
Sertifikato galiojimo laikas	2024-09-27 13:54 - 2029-09-26 13:54
Parašo paskirtis	Pasirašymas
Parašą sukūrusio asmens vardas, pavardė ir pareigos	.
Parašo sukūrimo data ir laikas	2025-01-23 16:54
Parašo formatas	PAdES-T
Laiko žymoje nurodytas laikas	2025-01-28 01:04
Informacija apie sertifikavimo paslaugų teikėją	TeleSec PKS eIDAS QES CA 5
Sertifikato galiojimo laikas	2023-11-29 13:45 - 2025-12-03 01:59
Parašo paskirtis	Registravimas
Parašą sukūrusio asmens vardas, pavardė ir pareigos	.
Parašo sukūrimo data ir laikas	2025-01-27 10:28
Parašo formatas	PAdES-LTV
Laiko žymoje nurodytas laikas	2025-01-27 10:29
Informacija apie sertifikavimo paslaugų teikėją	RCSC IssuingCA-2
Sertifikato galiojimo laikas	2024-12-11 08:02 - 2029-12-10 08:02
Parašo paskirtis	Pasirašymas
Parašą sukūrusio asmens vardas, pavardė ir pareigos	Sisteminis parašas
Parašo sukūrimo data ir laikas	2025-01-28 01:04
Parašo formatas	PAdES-LTV
Laiko žymoje nurodytas laikas	2025-01-28 01:04
Informacija apie sertifikavimo paslaugų teikėją	RCSC IssuingCA-2
Sertifikato galiojimo laikas	2024-02-08 13:49 - 2030-05-20 15:59
Parašo paskirtis	Pasirašymas
Parašą sukūrusio asmens vardas, pavardė ir pareigos	Sisteminis parašas
Parašo sukūrimo data ir laikas	2025-01-29 01:23

Parašo formatas	PAdES-LTV
Laiko žymėje nurodytas laikas	2025-01-29 01:23
Informacija apie sertifikavimo paslaugų teikėją	RCSC IssuingCA-2
Sertifikato galiojimo laikas	2024-02-08 13:49 - 2030-05-20 15:59
Informacija apie būdus, naudotus metaduomenų vientisumui užtikrinti	-
Programinės įrangos, kuria naudojantis sudarytas elektroninis dokumentas, pavadinimas	Elpako v.20250106.4
Informacija apie elektroninio dokumento ir elektroninio (-ių) parašo (-ų) tikrinimą (tikrinimo data)	Rinkmenos antraštės eilutėje nurodyta ne „1.7“ versija. Dokumento versija „%PDF-1.4“ Dokumento turinys buvo pakeistas po pasirašymo Negalima patikrinti el. parašo Signature_1736405944583_0 pasirašymo sertifikato C=DE, SN=Furgel, G=Igor, CN="Dr. Furgel, Igor" statuso per CRL Negalima patikrinti el. parašo Signature_1737644078955_0 pasirašymo sertifikato C=DE, SN=Furgel, G=Igor, CN="Dr. Furgel, Igor" statuso per CRL
Elektroninio dokumento nuorašo atspausdinimo data ir ją atspausdinęs darbuotojas	:
Paieškos nuoroda	-
Papildomi metaduomenys	-