**SPECIAL CONDITIONS OF THE CONTRACT FOR THE PUBLIC PROCUREMENT-SALE OF THE SERVICES**

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| **Contract title** | Services for creating an ESPBI IS service-oriented architecture based on the FHIR5 standard and testing the parallel operation of two versions of the ESPBI IS (the old FHIR0.8 and the new FHIR5) As proof of concept) (Lot 1 of procurement) | | |
| **1. PARTIES TO THE CONTRACT** | | | |
| **1.1. Buyer** | 1.1.1. Name | State Enterprise Centre of Registers | |
| 1.1.2. Code of legal entity | 124110246 | |
| 1.1.3. Address | Studentų St. 39, LT-08106 Vilnius | |
| 1.1.4. VAT payer’s code | LT241102419 | |
| 1.1.5. Transactional account | LT94 4010 0424 0005 0387 | |
| 1.1.6. Deposit bank account | LT14 7300 0101 3363 7868 | |
| 1.1.7. Bank, bank code | Luminor Bank AS Lithuanian Branch, bank code 40100 | |
| 1.1.8. Telephone | +370 5 268 8262 | |
| 1.1.9. E-mail | info@registrucentras.lt | |
| 1.1.10. Party’s representative | Choose an item. | |
| 1.1.11. Basis of representation | Choose an item. | |
| **1.2. Provider** | 1.2.1. Name | Insert | |
| 1.2.2. Code of legal entity | Insert | |
| 1.2.3. Address | Insert | |
| 1.2.4. VAT payer’s code | Insert | |
| 1.2.5. Transactional account | Insert | |
| 1.2.6. Bank, bank code | Insert | |
| 1.2.7. Telephone | Insert | |
| 1.2.8. E-mail | Insert | |
| 1.2.9. Party’s representative | Insert | |
| 1.2.10. Basis of representation | Insert | |
| **2. RESPONSIBLE PERSONS** | | | |
| **2.1. Buyer’s contact persons responsible for the performance of the Contract, acceptance of the Services, acceptance of invoices through the information system SABIS** | (Specify unit/division, position, name, surname, telephone, e-mail) | | |
| **2.2. Contact persons of the Provider responsible for the performance of the Contract** | (Specify unit/division, position, name, surname, telephone, e-mail) | | |
| **3. SUBJECT-MATTER OF THE CONTRACT** | | | |
| **3.1. Subject-matter of the Contract** | The Provider undertakes to provide the Buyer with the following Services under the terms and conditions provided for in the Contract: Services for creating an ESPBI IS service-oriented architecture based on the FHIR5 standard and testing the parallel operation of two versions of the ESPBI IS (the old FHIR0.8 and the new FHIR5) as a proof of concept (PoC) (hereinafter referred to as the Services).  The detailed description of the Services and other requirements for the Services provided shall be set out in Annex 2 to the Contract ‘Technical Specification’ (hereinafter referred to as the Technical Specification) and in Annex 3 to the Contract ‘Tender bid’. | | |
| **3.2. Title and number of the Procurement** | Testing of the ESPBI IS New Architecture Concept and Creation of an OpenEHR-based Test Platform, CVP IS No. enter | | |
| **3.3. Information on a project funded by the European Union or another project** | Project No 09-021-p-0001, co-financed by the European Union, ‘Decomposition of the sub-systems constituting the ESPBI IS’ (hereinafter referred to as the Project). | | |
| **4. TIME LIMITS FOR THE PROVISION OF THE SERVICES AND PROCEDURE FOR THE TRANSFER AND ACCEPTANCE OF THE SERVICES** | | | |
| **4.1. Time limit for the provision of the Services when the Services are provided once, periodically or according to the Buyer’s Order** | 4.1.1. The Provider undertakes to provide the Services pursuant to all the requirements specified in Annex to the Technical Specification ‘Requirements for the procurement object’ (Priority 1 and Priority 2 works) not later than within 7 months from the date of entry into force ofthe Contract (in case not less than 7 months remain from the date of conclusion of the Contract until 30 April 2026) or until 30 April 2026 (in case less than 7 months remain from the date of conclusion of the Contract until 30 April 2026).  4.1.2. The Order for the Services of Priority 2 (1 set) may be  placed from the date of entry into force of the Contract and must be completed not later than within 7 months from the date of entry into force ofthe Contract (in case not less than 7 months remain from the date of conclusion of the Contract until 30 April 2026) or until 30 April 2026 (in case less than 7 months remain from the date of conclusion of the Contract until 30 April 2026).  4.1.3. The Provider undertakes to provide additional development Services from the date of entry into force of the Contract until the expiry thereof. Orders of the Services may be placed and must be completed within the time limit specified in the Order, but no later than by the end of the time limit/date specified above. | | |
| **4.2. Extension of the time limit for the provision of the Services/part thereof/phase/term** | 4.2.1. The Parties to the Contract shall be entitled to **an extension of the term of the Services specified in points 4.1.1. and 4.1.2 (Priority 1 and Priority 2 works, 2 sets)** but only if:  4.2.1.1. There are evidence-based obstacles or disturbances, which occurrence the Parties to the Contract have no influence on, and which they are not responsible for, and which are caused by and attributable to third parties, or other circumstances, which could not have been known to the Parties to the Contract in advance. The circumstances that justify the need to extend the term of delivery of the Services cannot in any way depend on the parties to the Contract. In each such case, the party to the Contract initiating the extension of the term of delivery of the Services shall notify the other party to the Contract thereof in writing without delay, but not later than within 5 working days, providing evidence of the existence of such circumstances. The specified circumstances shall be assessed by the other Party to the Contract, and following its consent, the time limit for provision of the Services may be extended only for the period of existence of the said circumstances **but not longer than:**  4.2.1.1.1. **by 2026-04-30**  or  4.2.1.1.2. **The term of implementation of** **the project** if the term of implementation of the project is going to be extended**; however, not longer than 12 months**  or  4.2.1.1.3. **For a period not exceeding 12 months** if funding is provided not from the Project funds.  4.2.2. **The term of the provision of additional development Services specified in point 4.1.3.** **of the Special Conditions may be extended** if the Initial Contract Value specified in point 5.2 of the Special Conditions is not fully used. In this case, the Buyer shall notify the Provider in writing, indicating the period for which the time limit for provision of the Service is proposed to extend. Following the consent of the Provider, the time limit for provision of the Services may be extended only until the Initial Contract Value specified in point 5.2 of the Special Conditions of the Contract is fully used but **not longer than** **12 months** **(the number of extensions is not limited)**. | | |
| **4.3. Order submission procedure** | Orders shall be placed in JIRA system and shall be deemed to have been received immediately after placing the Order. | | |
| **4.4. Regarding the minimum Order value or volume** | Volume (quantity) of each Order for the Services must be: not less than 1 set of Priority 1 and Priority 2 works and additional development hours - not less than 1 hour. | | |
| **4.5. Documents provided** | The following documents must be provided:   * + 1. Statement on the Transfer and Acceptance of the Services: Yes.     2. Invoice: Yes.     3. Documents referred to in Annex 2 to the Contract ‘Technical Specification’ (if applicable).   Failure by the Provider to provide the said documents shall be deemed to indicate that the Services do not comply with the requirements set out in the Contract. | | |
| **5. CONTRACT PRICE AND PAYMENT PROCEDURE** | | | |
| **5.1. Method of calculating the price applicable to the Contract** | Mixed pricing (fixed price and fixed fee) | | |
| **5.2. Initial Contract Value and Contract Price** | The Initial Contract Value shall be EUR 1 050.200.00, excluding value added tax (hereinafter referred to as the VAT).  VAT shall amount to EUR 220 542.  The Contract Price shall be EUR1 270 742.00, including VAT.  The Initial Contract Value in this Contract shall be equal to the maximum amount of funds allocated to the procurement, excluding VAT, to procure the Services specified in the Procurement documents and in the Contract:  5.2.1 The price of the Service provision (all the requirements specified in Annex to the Technical Specification ‘Requirements for the Procurement Object’ (1 set of works), except for Priority 2 works) shall be equal to the price of the tender bid, excluding VAT, for the total quantity and/or volume of the Services specified in the Procurement documents and the Contract (fixed price pricing);  5.2.2. The Priority 2 works (1 set) and Additional development Services shall be purchased at the fee rates specified in the tender bid, excluding VAT. The Buyer shall procure Priority 2 works and additional development Services according to the need at the fee rates specified in the Contract or in its Annex No 3 ‘Tender bid’, not exceeding the Contract price. Quantity of the additional development Services specified in the Contract or in its Annex No 3 ‘Tender bid’ shall be provisional and may be changed (increased or decreased). The Buyer does not undertake to buy the provisional quantity of the additional development Services or any part thereof (fixed fee pricing). | | |
| **5.3. Recalculation of the Contract Price/fees by applying the revision rules** | The Contract Price/fees shall be recalculated: | | |
| 5.3.1. Due to changes in the VAT rate | | Yes |
| 5.3.2. Due to changes in other charges that affect the price of the Services | | No |
| 5.3.3. Due to changes in the price level | | Yes |
| 5.3.4. According to the price changes in the Service groups | | No |
| **5.3.1. Revision of the Contract Price/fees due to changes in the VAT rate** | If during the performance of the Contract there is a change in legal acts governing the payment of VAT, which directly affect the price/fees of the Services provided by the Provider under the Contract, the Contract Price/fees shall be recalculated without changing the Service prices/fees, excluding VAT.  The recalculated Contract Price/fees shall be subject of the Arrangement and shall apply from the date of introducing the new VAT (regardless of the date when the Arrangement was signed). | | |
| **5.3.2.** **Revision of the Contract Price/fees due to changes in other charges affecting changes in the Service price/fees** | Not applicable | | |
| **5.3.3. Revision of the Contract Price/fees due to changes in the price level** | 5.3.3.1. During the term of the Contract, either Party to the Contract shall have the right to initiate a revision/change of the Contract Price/fees not earlier than 6 months after the date of entry into force of the Contract (if the revision has already been carried out, from the date of the entry into force of the Arrangement on the last recalculation pursuant to this point of the Special Conditions) if ‘J62 Computer programming, consultancy and related activities’ price change (k) calculated following the procedure established in point 5.3.3.6 exceeds 5%.  The revision of the Contract Price/fees shall be carried out at least every 6 months.  5.3.3.2. The Contract Price/fees shall be revised only for the part of the Contract that has not been redeemed, i.e. for the Services that have not been accepted and paid for. A subsequent revision of Contract Price/fees may not cover the period, for which the revision has already been carried out.  5.3.3.3. If the delay in provision of the Services is caused by the Provider, the price/rates of the Services provided with delay shall not be subject to recalculation due to price level increases (they can be reduced but not increased).  5.3.3.4. When reviewing the Contract Price/fees, the Parties shall be guided by the data from the Indicators Database published by the State Data Agency on the Official Statistics Portal. The other Party shall not be required to provide an official document or certification issued by the State Data Agency or other authority.  5.3.3.5. The Parties shall specify in the Arrangement the consumer products and services index value at the beginning of the period and the date of its determination, the index value at the end of the period and the date of its determination, the price change (k), the recalculated Contract Price/fees, and the recalculated Initial Contract Value.  5.3.3.6. The new Contract Price/fees shall be calculated according to the formula below:  , where a – price/fee (EUR, excluding VAT) (if the revision has already been carried out, then after the last recalculation)  a1 – recalculated (revised) price/fee (EUR, excluding VAT)  k – change (increase or decrease) in the price for the (Services provided) (%) calculated according to (Prices of services) index ‘J62 Computer programming, consultancy and related activities’ . ‘k’ value shall be calculated according to the formula:  (%), where  Indnaujausias – latest (Prices of services) index (‘J62 Computer programming, consultancy and related activities’ ) published on the date of sending the request for price/rate revision to the other Party).  Indpradžia – (Prices of services) index (‘J62 Computer programming, consultancy and related activities’ ) of the starting date (month) of the period. In case of the first recalculation, the starting date (month) of the period shall be the month of the date of entry into force of the Contract. In case of the second and subsequent recalculations, the beginning of the period (month) shall be the month of the published relevant index value used in the last recalculation.  5.3.3.7. The index values for calculations are usedto **four** decimal places. The calculated change (k) used for further calculations is rounded to **one** decimal place, and the calculated fee a1 is rounded to **two** decimal places.  5.3.3.8. A Party seeking a revision of the Contract Price/fees must apply in writing to the other Party and provide all necessary information in the request: Name, number, date of the Contract, a list of not transferred and unpaid Services including quantities, Index values with references to public sources on the Official Statistics Portal of the State Data Agency or other official sources data, other important information proving a direct impact on the performance of the Contract and on the increase or decrease in the price of the Products. The Party shall not be entitled to specify a different Index in its request or to request a recalculation according to the different Index than specified in this procedure.  5.3.3.9. The Arrangement must be concluded within 20 working days from the date of receipt of a valid request submitted by the Party to recalculate the Contract Price/fees.  5.3.3.10. The Arrangement shall not entitle the Parties to modify the procedure set out in the Contract or any other provisions of the Contract, except where the modification is made in accordance with the provisions of the Law on Public Procurement | | |
| **5.3.4. Revision of the Contract price/fees due to changes in the price level according to price changes in the Service groups** | Not applicable | | |
| **5.4. Calculation of the Contract Price/fees by applying the rules for quantity (volume) change** | Not applicable | | |
| **5.5. Time limits and procedure of payment to the Provider** | The Buyer shall pay to the Provider not later than within 30 calendar days from the date of receipt of the Invoice.  Conditions of payment:  1) Payment for Priority 1 works (1 set) shall be made in phases after signing the Statement on the Transfer and Acceptance of the Services in the following order:   |  |  | | --- | --- | | Completion of the initiation phase | 30% of the price offered by the Provider | | Completion of the requirements analysis phase | | Completion of the design phase | | Completion of the development and configuration phase | 30% of the price offered by the Provider | | Completion of the deployment into the testing environment phase | 40% of the price offered by the Provider | | Completion of the UAT phase |   2) Regarding Priority 2 works and Orders for additional development Services completed (additional development hours), payments shall be made after they have been provided and the Statement on the Transfer and Acceptance of the Services has been signed. | | |
| **5.6. Advance payment** | Not applicable | | |
| **5.7. Advance Security** | Not applicable | | |
| **6. QUALITY OF THE SERVICES AND WARRANTY OBLIGATIONS** | | | |
| **6.1. Warranty period** | The **Services** shall be covered by the warranty during the period proposed by the Provider (if applicable) but in any case, **it should not be less than** 6 months. The warranty period shall start from the day of signing the last Statement on the Transfer and Acceptance of the Services or the Additional Development Services (depending on which one is the last) or the Invoice (in case the Statement on the Transfer and Acceptance of the Services is not signed). | | |
| **6.2. Deadline for elimination of defects in the Services** | If defects in the Services are identified during the warranty period (if applicable) and/or at any time during the term of the Contract, the Provider shall remove them within the time limits specified in Annex No. 2 ‘Technical Specification’ to the Contract or term limits indicated in the Defect Report. | | |
| **6.3. Procedures for the implementation and verification of qualitative criteria** | The Buyer shall have the right to verify at any time during the performance of the Contract how the Provider complies with/ensures the implementation of the qualitative criteria conditions, for which the Provider has been awarded economic advantage points and, if necessary, shall have the right to ask the Provider to submit documents justifying the implementation of the qualitative criteria, which the Provider must submit not later than within 5 working days from the receipt of the Buyer’s request. | | |
| **7. SUB-PROVIDERS, ECONOMIC OPERATORS, SPECIALISTS USED FOR THE PERFORMANCE OF THE CONTRACT** | | | |
| **7.1.** The Provider shall use the following **sub-providers** for the performance of the Contract | Enter at the time of conclusion of the Contract | | |
| **7.2.** 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. | Enter at the time of conclusion of the Contract | | |
| **7.3.** 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. | Enter at the time of conclusion of the Contract | | |
| **7.4.** The Provider shall use the following **specialists** for the performance of the Contract | Enter at the time of conclusion of the Contract | | |
| **7.5.** For the performance of the Contract, the Provider shall use the following **specialists who earned the economic advantage points to the Provider** during the evaluation of the tender bid | Enter at the time of conclusion of the Contract | | |
| **8. SECURING THE DISCHARGE OF CONTRACTUAL OBLIGATIONS** | | | |
| **8.1. Securing the discharge of contractual obligations** | The discharge of contractual obligations shall be secured by:   * + 1. Penalty charges (default interest, fine). | | |
| **8.2 Term of validity of the Performance Security** | Not applicable | | |
| **8.3. Submission of the Performance Security** | Not applicable | | |
| **9. LIABILITIES OF THE PARTIES** | | | |
| **9.1. Penalty charges for late payment under the Contract applicable to the Buyer** | If the Buyer, having received a duly submitted and completed Invoice, delays payment for the good quality Services duly provided by the Provider within the time limit specified in the Contract, the Provider shall charge the Buyer a default interest in the amount of 0.05% of the outstanding amount, excluding VAT, for each day of delay, starting from the day after the due date. | | |
| **9.2. Penalty charges applicable to the Provider** | 9.2.1. If the Provider is late in provision of the Services or fails to comply with other contractual obligations, the Buyer shall charge the Provider, starting from the day following the due date, a default interest in the amount of 0.05% of the price of the Services not provided on time, or of other contractual obligations not fulfilled, excluding VAT, for each day of delay.  9.2.2. The Provider shall be obliged to pay penalty charges to the Buyer within 30 calendar days from the Buyer’s claim if the amount of penalty charges is not deducted from the amount due to the Provider.  9.2.3. For failure to comply with the deadline for elimination of errors and deficiencies identified in Annex 1 ‘Requirements for Procurement Object’ to Annex 2 ‘Technical specification’ to the Contract during the warranty period, the following fines shall be imposed:   * + - 1. In case of a critical error or deficiency: a fine of EUR 1 000.00 is imposed for each subsequent working day.       2. In case of a non-critical error or deficiency: a fine of EUR 100.00 is imposed for each subsequent working day.   9.2.4. For failure to comply with the response times set out in Annex 1 ‘Requirements for Procurement Object’ to Annex 2 ‘Technical specification’ to the Contract during the warranty period the following fines shall be imposed:   * + - 1. In case of a critical problem: a fine of EUR 100.00 is imposed for each additional hour.       2. In case of a non-critical problem: a fine of EUR 10.00 is imposed for each additional hour. | | |
| **9.3. The Provider/Buyer shall be subject to a fine upon termination of the Contract due to the material breach thereof or upon unjustified termination of the performance of the Contract in conflict to the procedure laid down therein** | 9.3.1. In the event of termination of the Contract due to the material breach thereof, as set out in the Special Conditions of the Contract, a fine in the amount of 10% of the Initial Contract Value as set out in point 5.2 of the Special Conditions shall be paid.  9.3.2. In the event of unjustified termination of the performance of the Contract in conflict to the procedure laid down therein, a fine in the amount of 10% of the Initial Contract Value as set out in point 5.2 of the Special Conditions shall be paid. | | |
| **9.4. Fine applicable to the Provider for replacing the existing sub-providers or specialists/using new sub-providers in conflict to the procedure for replacing sub-providers and/or specialists set out in the General Conditions** | A fine of EUR 1 000.00 shall be imposed to the Provider if the Provider changes the current sub-providers or specialists/new sub-providers involved in conflict to the procedure for changing sub-providers and/or specialists provided for in the General Conditions. | | |
| **9.5. Fines applicable to the Provider for non-compliance with environmental and/or social criteria** | Not applicable | | |
| **9.6. Fine applicable to the Provider/Buyer for non-compliance with confidentiality requirements** | If the Provider/Buyer fails to comply with the confidentiality requirements specified in the General Conditions, a fine of EUR 10 000.00 shall be paid. | | |
| **9.7. Penalty charges applicable to the Provider for failure to meet the qualitative criteria set out in the Procurement documents during the performance of the Contract** | If the Provider does not ensure compliance with the qualitative criteria set out in the Procurement documents (or does not reach it (them)) during the term of the Contract, for which the Provider has been awarded economic advantage points, the following fine shall be paid:   * For Criterion 1 ‘Additional experience of the information systems architect proposed by the tenderer’ – 9% of value of the Services not provided. * For Criterion 2 ‘Additional experience of FHIR expert proposed by the tenderer’– 7% of value of the Services not provided. * For Criterion 3 ‘Internationally recognised qualification of a project manager’ – 4% of value of the Services not provided. * For Criterion 4 ‘Internationally recognised qualification of an information systems architect’ – 5% of value of the Services not provided. * For Criterion 5 ‘Additional medical informatics system analyst proposed by the tenderer’ – 8% of value of the Services not provided. * For Criterion 6 ‘Internationally recognised qualification of an information database architect’ – 5% of value of the Services not provided. | | |
| **9.8. Penalty charges applicable to the Provider for failure to renew the Performance Security** | Not applicable | | |
| **9.9. The Provider shall be subject to a fine for non-compliance with the requirements for the use of Buyer’s symbols, name and brand in advertising or marketing and prohibition to use results of intellectual activity produced by the Buyer** | 5% of the Initial Contract Value specified in point 5.2 of the Special Conditions. | | |
| **9.10. Other penalty charges** | **Other penalty charges:**  9.10.1. If the specialist referred to in Section 7 of the Special Conditions does not attend a pre-planned (not later than 2 working days) meeting where their participation, to the opinion of the Buyer, is required and there are no objective reasons for their non-attendance (such as sick leave, etc.), the Provider shall pay a fine of EUR 500.00 (five hundred). | | |
| **10. ESSENTIAL TERMS OF THE CONTRACT** | | | |
| **10.1. Essential terms of the Contract** | Obligations specified in point 12.2. of the Special Conditions, non-compliance with which shall be considered a material breach. | | |
| **11. VALIDITY AND AMENDMENT OF THE CONTRACT** | | | |
| **11.1. Conclusion and entry into force of the Contract** | This Contract shall be deemed to have been concluded and shall enter into force on the date of signing of the Contract (date of signature of the other Party).  The Contract shall be valid until full discharge of obligations (until the Initial Contract Value is fully used; however, its term cannot be longer than **14 months from the date of entry into force of the Contract** (not including any possible extensions of the Service Provision and time limit for the Service Provision but including the terms of payment for the Services and the warranty period)). | | |
| **11.2. Extension of the Contract validity period** | The term of validity of the Contract may be extended only until the Initial Contract Value specified in point 5.2 of the Special Conditions is fully used but **not longer than** **12 months** **(the number of extensions is not limited)**. | | |
| **12. TERMINATION OF THE CONTRACT** | | | |
| **12.1. Grounds for termination of the Contract** | The Contract may be terminated by a written arrangement between the Parties or unilaterally, in accordance with the procedure set out in the General Conditions. | | |
| **12.2. Material breaches of the Contract** | 12.2.1. If the Provider fails to meet its obligations for the Contract price/fees set out in the Contract.  12.2.2. If the Provider fails to provide an extension of the Performance Security for more than 30 days after expiry of the Performance Security validity period in accordance with the procedures set out in the General Conditions (except for the original Performance Guarantee) (**this provision shall be applicable where performance of the Contract is guaranteed by means other than those referred to in point 8.1.1 of the Special Part of the Contract**).  12.2.3. If it turns out that the Supplier fails to fulfil the obligations that were established in the Procurement documents as tender bid evaluation criteria during the tender bid evaluation and for which the Supplier was awarded points, when the tender bid was evaluated on the price/cost and quality ratio, and the Supplier does not correct violations within 30 calendar days (**this provision applies when the tender bid is evaluated on the price/cost-quality ratio**).  12.2.4. If the Provider fails to meet time limits for provision of the Services set out in the Contract on 2 (two) consecutive occasions, or provision of the Services is delayed for longer than 20 working days from the deadline for provision of the Services set out in the Contract.  12.2.5. If the Provider violates time limits for the provision of the Services and the amount of penalty charges for the delay exceeds 20% of the Initial Contract Value.  12.2.6. The Provider violates time limits for provision of the Services, and delay in the provision of the Services renders their provision unnecessary.  12.2.7. The Provider provides the Services that do not comply with the requirements for the Services set out in the Contract and/or the Laws on more than 2 occasions.  12.2.8. The Provider’s qualifications no longer meet the requirements laid down in the Procurement documents for the proper performance of the Contract, and the non-compliance has not been rectified within 10 working days from the date on which the qualifications became non-compliant (**this provision shall be applicable where the Procurement documents have laid down the requirements for the qualification of tenderers**).  12.2.9. The Provider is in breach of the provisions of this Contract governing competition, intellectual property or the management of confidential information.  12.2.10. The Provider is in breach of the provisions of the General Conditions regarding the use of new sub-providers and/or specialists for the performance of the Contract/replacement of existing sub-providers and/or specialists.  12.2.11. The Provider and/or a joint venture partner (if applicable) and/or sub-provider (if applicable), at the time of provision of the Services, for which the requirements of the environmental management system are established in the Contract, does not have a valid environmental **management system** certificate and/or does not provide an extension of the certificate(does not acquire a new one) **(this provision shall be applicable when the requirements of the environmental management system** **have** **been established in the Procurement documents).**  12.2.12. The Provider 2 (two) times violates the essential condition of the Contract.  12.2.13. It became apparent that the Provider should not have been awarded the Contract because the Court of Justice of the European Union, in proceedings pursuant to Article 258 of the Treaty on the Functioning of the European Union, has found that the obligations under the Treaties establishing the European Union and Directive 2014/24/EU have not been met.  12.2.14. 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.  12.2.15. The Contract was amended in breach of Article 89 of the Law on Public Procurement.  12.2.16. 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 on Public Procurement.  12.2.17. The circumstances referred to in Articles 37(9), 45(21) and/or 4 (9) of the Law on Public Procurement have been identified. | | |
| **13. ENVIRONMENTAL AND SOCIAL CRITERIA** | | | |
| **13.1. Environmental criteria related to the Services procured** | Not applicable | | |
| **13.2. Social criteria related to the Services procured** | Not applicable | | |
| **14. AMENDMENTS AND SUPPLEMENTS TO THE GENERAL CONDITIONS** | | | |
| **14.1.** | The Parties shall agree to amend **point 1.3.1 of the** General Conditions of the Contract and recast it as follows:  ‘1.3.1. The documents constituting the Contract shall be understood as complementing each other. In the event of any inconsistency or ambiguity in the conditions of the Contract documents, such inconsistency or ambiguity shall be eliminated by interpreting the documents in the following order of priority:  1.3.1.1. Special Conditions;  1.3.1.2. Technical Specification;  1.3.1.3. General Conditions;  1.3.1.4. Procurement documents (except for Technical Specification);  1.3.1.5. Tender bid;  1.3.1.6. Other annexes listed in Special Conditions.’ | | |
| **14.2.** | Alternative provisions (marked ‘if applicable’, etc.) referred to in the General Conditions of the Contract shall only apply if they are specifically described in the Special Conditions of the Contract. | | |
| **14.3.** | The Parties shall agree to add the following point to the General Conditions of the Contract but not to change the numbering of the other points:  ‘17.7. The Provider is advised to comply with the provisions of the Code of Conduct for Tenderers issued by the Public Procurement Office[[1]](#footnote-2). The Provider undertakes to ensure compliance with the provisions of points 35-37 of the Code of Conduct for Tenderers throughout the term of validity of the Contract.’ | | |
| **14.4.** | In the event of a proposal received from the Commission for Coordination of the Protection of Objects of Importance for National Security, the Parties shall agree to supplement the General Conditions of the Contract with the above-mentioned point but not to change the numbering of other points:  ‘16.5. The Provider undertakes not to provide any information to entities of the Russian Federation, the Republic of Belarus, the People’s Republic of China (or persons representing them) and to ensure that entities of these countries are not used to participate in this Contract in any form.’  Or indicate another proposal of the Commission for Coordination of Protection of Objects Critical for National Security. | | |
| **14.5.** | The Parties shall agree to amend point 17.2. of the General Conditions of the Contract and recast it as follows:  ‘17.2. Payment of penalty charges and/or the receipt of the Performance Security shall not deprive the Party of the right to demand the other Party to compensate for the direct losses or damage as well as additional expenditure incurred by it. The penalty charges provided for in this Contract shall be deemed to be minimal losses of the Parties that do not need to be justified. Each of the Parties shall be entitled to receive indemnity from the other Party for the improper performance or non-performance of contractual obligations of the other Party, up to the Initial Contract Value, unless the legislation provides for a higher amount to be reimbursed. The limitation of liability provided for in this point shall not apply if the damage is caused by breach of confidentiality obligations, personal data protection legislation or intellectual property rights.’ | | |
| **14.6.** | The Parties shall agree to add the following point to the General Conditions of the Contract but not to change the numbering of the other points:  ‘3.2.15. The Customer shall not verify the compliance of specialists with the qualification requirements set out in the Procurement documents if additional specialists specified in point 7.4 of the Special Conditions of the Contract are involved.’ | | |
| **15. ANNEXES TO THE CONTRACT** | | | |
| **15.1. Annex No. 1** | General Conditions | | |
| **15.2. Annex No. 2** | Technical Specification | | |
| **15.3. Annex No. 3** | Tender Bid | | |
| **15.4. Annex No. 4** | Form of the Statement of Transfer and Acceptance of the Services | | |
| **15.7. Annex No. 5** | Defect Report | | |
| **15.5. Annex No. 6** | Agreement on the processing of personal data | | |
| **15.6. Annex No. 7** | Arrangement on applicable organisational and technical cybersecurity requirements | | |
| **16. SIGNATURES OF REPRESENTATIVES OF THE PARTIES** | | | |
| **BUYER** | **PROVIDER:** | | |
| (Position, name, surname of the representative) | (Position, name, surname of the representative) | | |
| **(Signature)** | **(Signature)** | | |

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

Annex No. 4

**(Template of the Statement on the Transfer and Acceptance)**

**Statement on the Transfer and Acceptance of the Services**

No

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(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]* (hereinafter referred to as the Contract), the Provider transfers and the Buyer accepts the Services specified in the Table below:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| No | Name of service | Activity code\* | Measurement unit | Quantity | Unit price, in EUR, excluding VAT | Amount, in EUR, excluding VAT |
| 1. |  | Choose |  |  |  |  |
| 2. |  | Choose |  |  |  |  |
| 3. |  | Choose |  |  |  |  |
| **Total:** | | | | | |  |
| **VAT (specify) %:** | | | | | |  |
| **Total amount:** | | | | | |  |

*\* Activity code is agreed with the Buyer.*

**The Provider has provided all Services and submitted all necessary documents under the Contract**

**Please select**

|  |  |  |  |
| --- | --- | --- | --- |
| **SERVICES ACCEPTED BY:**  **State Enterprise Centre of Registers** | | **SERVICES PROVIDED BY:**  **(Name of the Provider):** | |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (position of the responsible person)  (Name and surname) |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (position of the responsible person)  (Name and surname) |  |

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

Annex No. 5

**(Template of Defect Report)**

**DEFECT REPORT**

No

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(place of creation)

We note that pursuant to the signed *(enter title of* *the Contract and No. XX-XXX)* (hereinafter referred to as the Contract) the Buyer has identified the defects of the Services and/or products related to the Services and/or documents provided by the Provider in the following table:

|  |  |  |  |
| --- | --- | --- | --- |
| No | Description of defects in the Services /products related to the Services/documents | Procedure for elimination of defects | Deadline for elimination of defects |
| 1. |  |  |  |
| 2. |  |  |  |
| 3. |  |  |  |
| ... |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (Position of the person responsible for the performance of the Contract) |  | (Signature) |  | (Name and surname) |

1. Code of Conduct for Tenderers developed by the Public Procurement Office <https://vpt.lrv.lt/media/viesa/saugykla/2024/1/w2fscibRf-4.pdf> [↑](#footnote-ref-2)