

**CONDITIONS OF THE PROCUREMENT OF SERVICE
BY OPEN PROCEDURE FOR MICROSCADA TRAINING**

I. GENERAL PROVISIONS

1.1. LITGRID AB shall conduct a simplified procurement by open procedure and shall purchase the Services for the **Microscada training**.

1.2. The main definitions are as follows:

Central Public Procurement Information System or CPP IS	- state information system available on the website https://pirkimai.eviesiejipirkimai.lt and used for the: 1) submission and management of contract notices and reports; 2) performance of procurement procedures; 3) publication of summaries of planned procurements, procurement documents, purchase and sale agreements, preliminary purchase and sale agreements, as well as other procurement information; 4) archiving and storage of procurement documents; 5) performance of other actions provided for by legislation.
Tenderer	- the Supplier, who submitted a Tender for the Procurement.
Services	- all Services for the Microscada training provided for in the Technical Specification and the Procurement Contract.
ESPD	- European Single Procurement Document drawn up pursuant to the standard form established by the Commission Implementing Regulation (EU) 2016/7 of 5 January 2016 establishing the standard form for the European Single Procurement Document (OJ 2016 L 3, p. 16) and the form whereof in this Procurement is provided in Annex 5 to the Procurement Conditions and the filling instruction is provided in Annex 6 hereto.
Successful Tender	- the Tender recognised by the Commission as the most economically advantageous and as the successful tender pursuant to the Republic of Lithuania Law on Procurement by Entities Operating in the Water, Energy, Transport and Postal Services Sectors (hereinafter referred to as the Law on Procurement) and Procurement Documents.
Successful Tenderer	- the Tenderer, who submitted the Successful Tender and who will be awarded the Procurement Contract to be concluded with the Contracting Entity.
Procurement Conditions	- this document.
Commission	- the procurement commission composed by the Contracting Entity and acting under the work regulation of LITGRID AB Procurement Commission approved by the Contracting Entity that shall conduct this Procurement procedure in accordance with the tasks and authorisations provided thereto.
Tender	- the totality of documents and data submitted by the Supplier through the CPP IS electronic means in the procedure set forth in the Procurement Documents.
Contracting Entity	- LITGRID AB, company No 302564383, public limited liability company incorporated and functioning in accordance with the laws of the Republic of Lithuania, domiciled at A. Juozapavičiaus str. 13, LT-09311 Vilnius, Republic of Lithuania, tel. +370 707 02171, fax +370 5 272 3986.
Procurement	- this procurement conducted by the Contracting Entity in accordance with the Law on Procurement, other legal acts, and Procurement Documents for the purpose of conclusion of the Procurement Contract and acquisition of Services.

Procurement Documents	- documents and data published through the CPP IS electronic means or submitted to the Suppliers, describing the elements of the Procurement or procedure thereof: Procurement Notice, Procurement Conditions, Technical Specification, Draft Procurement Contract, other documents describing requirements, conditions applicable to the Procurement or the object of Procurement, as well as any explanations (updates) of the said documents.
Procurement Contract	- Agreement on Purchase and Sale of Services, to be concluded by the Contracting Entity and the Successful Tenderer in accordance with the Draft Procurement Contract.
Supplier	- any undertaking - natural person, legal entity, other organisation, and their subdivisions or groups of such persons, able to offer or offering the Services.
Procurement Notice	- the Procurement Notice of the Contracting Entity published in the procedure set forth in the Law on Procurement by the CPP IS electronic means.
Draft Procurement Contract	- Draft Agreement on Purchase and Sale of Services provided in Annex 3 to the Procurement Conditions which shall serve as a basis for the Procurement Contract.
Technical Specification	- the requirements applicable to Services and implementation thereof, set forth in Annex 1 to the Procurement Conditions.

1.3. Other terms used in the Procurement Conditions and not defined in Clause 0 of the Procurement Conditions or elsewhere in the Procurement Documents shall be interpreted in accordance with their definitions in the Law on Procurement or other legal acts applicable to the Procurement.

1.4. Procurement shall be conducted in accordance with the Law on Procurement, other legal acts regulating procurement, and the Procurement Documents.

1.5. The procurement shall be conducted observing the principles of equal treatment, non-discrimination, transparency, mutual recognition, proportionality, and the requirements of confidentiality and impartiality. Decisions in relation to the Procurement Conditions shall be made in accordance with the principle of rationality.

1.6. Procurement Documents shall be published together with the Procurement Notice through the CPP IS at <https://pirkimai.eviesiejpirkimai.lt>. All the Procurement Documents shall be submitted in the Lithuanian language (with translations into English). In case of discrepancies between the Lithuanian and English texts, the Lithuanian text shall prevail.

1.7. All the correspondence and communication between the Contracting Entity and the Supplier shall be conducted through the CPP IS electronic means.

1.8. Suppliers may apply to the Contracting Entity through the CPP IS electronic means for clarification of the Procurement Documents or additional information on the Procurement Documents. The Contracting Entity shall reply to each request of the Supplier for clarification of the Procurement Documents or for additional information if such request was received not later than 6 (six) days prior to expiry of the deadline for submission of Tenders. The Contracting Entity may on its own initiative clarify (update) the Procurement Documents. The Contracting Entity shall submit (publish) the clarification of the Procurement Documents or additional information to the Suppliers through (at) the CPP IS not later than 3 (three) days prior to expiry of the deadline for submission of the Tenders without identifying the entity requesting information. Where less than 3 (three) days are left before expiry of the deadline for submission of the Tenders or where the Suppliers objectively require more time to objectively refer to the submitted clarifications when drawing up their Tender, the Contracting Entity shall extend the respective deadline for submission of Tenders while observing the criterion of reasonability. Where the Contracting Entity shall update the information in the Procurement Notice, the deadline for submission of Tenders shall be extended in each case.

1.9. The Contracting Entity shall also be entitled to extend the deadlines for submission of Tenders in cases other than those set forth in Clause 1.8.

1.10. At any time before conclusion of the Procurement Contract, the Contracting Entity shall be entitled to discontinue the Procurement procedures due to unforeseen circumstances. The Contracting Entity shall discontinue the Procurement procedures in the event of violation of the principles set forth in Article 29(1) of the Law on Procurement and impossibility of rectification of the respective situation.

1.11. The Contracting Entity shall not compensate to the Suppliers for any costs related to obtaining the Procurement Documents, drawing up and submission of Tenders including but not limited to costs related to copying, printing of documents, post or courier services, drawings, photographs, business trips and meetings, transportations, accommodation, wages, fees to the attorneys at law, engineers, architects, and other persons, documentation and taxes, and any other costs in relation to participation in the Procurement.

- 1.12. Sandra Kuzminskaitė shall be authorised for direct communication with via CPP IS electronic means.
- 1.13. The Contracting Entity does not intend to hold meetings with the Suppliers on clarification of the Procurement Documents.

II. OBJECT OF PROCUREMENT AND REQUIREMENTS FOR THE SUPPLIER

- 2.1. The Contracting Entity intends to procure the Services required in the Technical Specification and the Draft Procurement Contract.
- 2.2. The Procurement shall not be divided into parts.
- 2.3. The Supplier shall provide the Services at the expense and risk of its own by procuring the equipment, devices, tools, machinery, products, other equipment, constructions, and materials required for implementation of the Services specified in the Procurement Documents.
- 2.4. The Supplier (Group of Suppliers) willing to participate in the Procurement Procedures shall prove the absence of the exclusion grounds set forth in Annex 4 to the Procurement Conditions and compliance with the qualification requirements set forth in Annex 4 to the Procurement Conditions. When confirming the absence of the exclusion grounds and compliance with the qualification requirements, the Supplier shall only submit the properly filled in ESPD together with the Tender. The Contracting Entity shall, within the reasonable term, request submission of the relevant documents supporting the information specified in the ESPD (absence of the exclusion grounds, compliance with the qualification requirements) only from the Supplier, the Tender whereof could be recognised as the Successful Tender. However, the Contracting Entity shall be entitled at any given time during the Procurement procedures to request any Supplier to submit a part or all of the documents supporting their information included in the ESPD within a reasonable term when it is necessary for ensuring adequate performance of the Procurement procedures.

III. PRICE

- 3.1. The price of the Services specified in the Supplier's Tender shall include the price of the Services and any other Supplier's costs related to implementation of the Services including also the costs of submission of the payment documents through the information system *E. sąskaita*. The Supplier's price of the Services shall include all taxes due under the effective legal acts.
- 3.2. The Tender shall provide for the price in Euro to two decimal places. Where the price is given in foreign currency, it shall be translated into euro at the representative exchange rate of euro against foreign currencies published by the European Central Bank, whereas, in cases where the European Central Bank does not publish the representative exchange rate of euro against foreign currencies, at the representative exchange rate of euro against foreign currencies fixed and published by the Bank of Lithuania as at the last day of the deadline for submission of the Tenders.

IV. PARTICIPATION BY A GROUP OF TENDERERS IN PROCUREMENT PROCEDURES

- 4.1. If a group of Tenderers acting under a joint venture agreement participates in the Procurement procedures, it shall submit a joint venture agreement together with the Tender. The joint venture agreement shall cover the intended obligations of each party and its percent part thereto related to execution of the Procurement Contract to be concluded. The agreement shall provide for joint and several liability of all contracting parties for the failure to fulfil obligations to the Contracting Entity under the Procurement Contract. Furthermore, the joint venture agreement shall include the powers of attorney of its parties to represent the group of Tenderers in communication with the Contracting Entity regarding questions arising during the Procurement procedures (submission, examination, or evaluation of Tenders and provision of information related to other issues of Procurement execution).
- 4.2. The Contracting Entity shall not require that this group of Tenderers gain a certain legal form after the Tender of this group of Tenderers has been selected as the winner and the group of Tenderers has been offered to conclude the Procurement Contract.

V. PREPARATION, SUBMISSION AND MODIFICATION OF TENDERS

- 5.1. The Supplier shall have a right to submit only one Tender, regardless whether it submits the Tender as an individual Supplier or as a member of a group of Suppliers operating on the basis of a joint venture agreement.
- 5.2. The Tender shall be drawn up by filling in the form available in Annex 2 to the Procurement Conditions and submitting together any documents required in the form and elsewhere in Procurement Conditions. When submitting the Tender by the CPP IS electronic means the following shall be also attached thereto:
- 5.2.1. A properly filled in ESPD signed by the Supplier (its authorised person) (downloaded file, printed, signed, and scanned document) - a relevant declaration replacing the documents issued by competent institutions and preliminarily confirming absence of exclusion grounds of the Supplier and compliance with the qualification requirements. Where a group of Suppliers participates in the Procurement, each member of such group shall fill in an individual ESPD. Where the Supplier refers to capacities of other economic operators (excepting the specialists intended to be hired in the event of conclusion of the Procurement Contract) when substantiating compliance with the set qualification requirements, together with the Tender the Supplier shall

also submit the ESPD filled in by such operators. The Contracting Entity shall not require submission of the ESPD of the sub-suppliers, the capacities whereof are not referred to by the Supplier when substantiating its compliance with the qualification requirements.

5.2.2. Digital copy of the joint venture agreement where the Tender is submitted by a group of Suppliers;

5.2.3. Where the Tender is signed by an authorised person other than the manager of the company - a digital copy of the power of attorney or other document (e.g. order, job description) entitling to sign the Tender and;

5.2.4. The Tender form (in accordance with Annex 2 of the Procurement Conditions) and all annexes thereto, also specifying the proposed price of the Services, calculated in accordance with the scope of the Services and applicable requirements, the draft Procurement Contract, the requirements of Chapter III of the Procurement Conditions and the Tender form. Where the price specified in the Tender and expressed in numbers does not correspond to the price expressed in words, the price expressed in words shall be deemed the correct one;

5.2.5. the List of Sub-suppliers including all sub-suppliers intended to subcontract and known at the time of submission of the Tender, separately identifying the nature and scope of services with respect to the value of Procurement Contract of each of sub-suppliers, as well as whether the Tenderer relied on capacities of the sub-supplier for showing compliance with the qualification requirements; also, the contact persons and their contact information of all sub-suppliers shall be provided.

5.2.6. Other information and documents requested in the Procurement Documents.

5.3. Tenders shall only be submitted by the suppliers registered at the CPP IS (free registration at <https://pirkimai.eviesiejipirkimai.lt>). The Tender shall only be submitted by the CPP IS electronic means. The Tender and other documents submitted by the Suppliers shall be submitted in electronic form, i.e. directly drawn up using electronic means, or in the form of digital copies. Submitted documents or their digital copies shall be accessible using public non-discriminatory file formats (e.g. pdf, jpg, doc, etc.). Documents submitted otherwise than by the electronic means or not in the form specified by the Contracting Entity shall be rejected as not meeting the requirements of the Procurement Conditions.

5.4. When submitting digital copies of the respective documents and signing the Tender, it shall be declared that the copies are true, and the documents submitted in electronic form are genuine. The Contracting Entity shall retain the right to request original copies of the documents.

5.5. The Tender shall be submitted in the Lithuanian or English languages.

5.6. In the Tender, the Supplier shall indicate which information provided therein is confidential (if any). Confidential information consists, firstly, of commercial (industrial) secret and confidential aspects of the tenders. The Supplier may not refer to the information which must be published under the laws of the Republic of Lithuania as confidential information. Even if the said information is indicated as confidential, the Contracting Entity shall have the right to disclose it. The Contracting Entity may request the Supplier to substantiate confidentiality of information within a deadline of at least 5 working days. Should the Supplier fail to provide evidence of confidentiality of certain information before the expiry of the set deadline or should the Supplier provide inadequate evidence, such information may be deemed non-confidential. The Contracting Entity, the Commission, its members, or experts and other persons, within limits of the requirements of the law, in particular regarding publication of concluded agreements and information related to provision thereof to the parties as specified in Article 68 of the Law on Procurement, may not disclose the information submitted by the Supplier to the Contracting Entity and reasonably indicated as confidential.

5.7. **The Tenders shall be submitted not later than 20 of December 2018 10:00 (Lithuanian time).**

5.8. The Contracting Entity shall be entitled to extend the deadline for submission of the Tenders. All the Suppliers registered to the Procurement at the CPP IS shall be informed by the Contracting Entity of the new date of submission of the Tenders. The new date for submission of the Tenders shall also be published at the CPP IS.

5.9. The Contracting Entity shall not be liable for the Tenders not received or received after the expiry of the deadline due to malfunction of the CPP IS, telecommunication means, or another force majeure. Upon receipt of a Tender after the expiry of the deadline for submission of the Tenders, the Contracting Entity shall not examine and evaluate such Tender.

5.10. Together with the Tender, the Supplier shall also submit all the documents and information requested in the Procurement Documents.

5.11. By submitting the Tender, the Tenderer consents to the Procurement Documents, including the Technical Specification and draft Procurement Contract, and confirms that the information provided in the Tender is correct and includes everything required for adequate implementation of the Procurement Contract.

5.12. The Tenderer shall undertake all the costs and risks in relation to drawing up and submission of the Tender. The Contracting Entity shall not be liable for and shall not bear the said costs disregarding the progress and outcome of the Procurement.

5.13. The Tender shall be valid for 90 (ninety) days from the expiry of the deadline for submission of the Tenders. In the event of suspension of the Procurement procedures, the said term shall be extended by the

duration of suspension of the Procurement procedures. The Contracting Entity shall be entitled to request the Suppliers to extend the validity term of the Tender until a specific date.

5.14. Before the deadline for submission of the Tenders, the Tenderer shall have a right to amend or withdraw its Tender by the CPP IS electronic means. Such amendment or notification of amendment or withdrawal of the Tender shall be deemed valid provided the Contracting Entity received it by the CPP IS electronic means before expiry of the deadline for submission of Tenders. After the expiry of this deadline, the Tender shall not be either amended or withdrawn.

5.15. The Tender submitted by the Tenderer may be enciphered. In the event a Supplier decides to submit an enciphered Tender, it shall:

5.15.1. submit the enciphered Tender until the expiry of the deadline for submission of Tenders via the CPP IS electronic means (either the whole Tender, or the Tender document indicating the Tender price may be enciphered). *Instructions on how to encipher the Tender are available online at the following address: http://vpt.lrv.lt/uploads/vpt/documents/files/uzsifravimo_instrukcija.pdf;*

5.15.2. until the beginning of the Tender opening procedure (meeting), submit a password via the CPP IS electronic communication means, with which the Contracting Entity may decipher the submitted Tender. In the event of technical difficulties of the CPP IS, where the Supplier may not be able to submit the password via the CPP IS communication means, the Supplier shall have a right to submit the password by any other means of its choice: at the official email address, fax of the Contracting Entity, or in writing. In such case, the Supplier shall be proactive and make sure the submitted password was received by the addressee in time.

5.16. If the Supplier enciphers the whole Tender and does not submit the password until the beginning of the Tender opening procedure (meeting) (at the fault of its own) or submits an incorrect password by which the Contracting Entity is unable to decipher the Tender, the Tender shall be deemed not submitted and shall not be evaluated. If, in such case, the Supplier enciphered only the Tender document indicating the Tender price, and submitted all other documents without enciphering them, the Contracting Entity shall reject the Tender as incompliant with the requirements of the Procurement Documents.

VI. TENDER SECURITY

6.1. The Contracting Entity shall not require submission of a Tender Security.

VII. THE PROCEDURES FOR OPENING, EXAMINATION AND EVALUATION OF TENDERS

7.1. The initial opening of the Tenders shall be at: LITGRID AB, A. Juozapavičiaus str. 13, Vilnius, the Republic of Lithuania. Date and time of the examination procedure shall be **20 December 2018 10:45 (Lithuanian time)**.

7.2. The Tenderer shall submit the Tender for the full scope of the Services. No alternative Tenders shall be submitted. In the event the Tenderer submitted an alternative Tender, the Tender of such Tenderer as well as the alternative Tender (alternative Tenders) shall be rejected.

7.3. The Tenders shall be examined in the absence of the Suppliers and their representatives. Attendance of the Commission meetings by the observers is also not intended.

7.4. The Tenders shall be examined and evaluated by the Commission. The requests shall be examined and evaluated confidentially in the absence of the Suppliers and their representatives. Should it be established that the Supplier somehow directly or indirectly attempted to influence more favourable application of the Procurement procedures in its own regard, the Contracting Entity shall reject such Tender.

7.5. Only the members of the Commission and experts invited thereby, the representatives of the Public Procurement Office, the manager of the Contracting Entity and persons authorised thereby, also other persons and institutions entitled thereto under the laws of the Republic of Lithuania shall be permitted to familiarise with information related to examination and evaluation of Tenders.

7.6. The Contracting Entity may abstain from evaluation of the whole Tender provided it has established after examination of a part thereof that the Tender should be rejected in accordance with the Procurement Documents.

7.7. The Commission shall verify and evaluate the Tender submitted by the Supplier, including the ESPD. Where the Supplier submits the documents proving its compliance with the requirements of the Procurement Documents together with the ESPD, the Commission shall not evaluate such documents at this stage of the procedure.

7.8. In the event that the Supplier provided inaccurate, incomplete, or incorrect data about compliance with the requirements of the Procurement Documents or in the event such documents or data are insufficient, the Contracting Entity shall request the Supplier to specify, update, or clarify such documents or data within the reasonable term set forth by the Contracting Entity while observing the principles of equal treatment and transparency. Only the documents or data regarding the absence of exclusion grounds of the Supplier, its compliance with the qualification requirements, power of attorney issued by a Supplier to a person to sign the Tender, joint venture agreement and documents unrelated to the object of Procurement, its technical characteristics, terms of implementation of the Procurement Contract, or the price of Procurement may be subject to specification, updating, or clarification.

7.9. If errors are found in the calculation of the price specified in the Tender, the Contracting Entity shall request the Supplier to correct the arithmetic errors observed in the Tender within the specified term without changing the Tender price. By correcting the arithmetic errors specified in the Tender, the supplier shall have the right to correct the price components but shall not have the right to give up the price components or to add new components to the price of the Tender. The request and corrections and/or explanations shall be submitted by the CPP IS electronic means.

7.10. Under Article 58(5) of the Law on Procurement, the Commission may request the Tenderers to clarify, fine-tune and specify their Tenders, however, it may not request, suggest or allow changing of the essence of the Tender (changing of the price or other amendments due to which the Tender failing to meet the requirements of the Procurement Documents would become a Tender satisfying the requirements of the Procurement Documents). If the Tenderer fails to submit the required update or supplement or explanation were inaccurate or incomplete, its Tender shall be rejected due to failure to comply with the requirements set forth in the Procurement Documents.

7.11. If, upon request of the Contracting Entity, the Tenderer submits a clarification, specification of the Tender or its accompanying documents following the procedure laid down by the Procurement Conditions but fails to eliminate uncertainties raised by the Contracting Entity and submit information and documents regarding all the indicated questions, the Contracting Entity shall have a right to abstain from addressing the Supplier with another request to clarify or update the Tender or its accompanying documents, and take a decision to reject the Tender.

7.12. If the Tenderer offered an unusually low price, the Commission may require the Tenderer to substantiate the offered price within a reasonable period of time defined by the Commission. The request and substantiation shall be submitted by the CPP IS electronic means. An unusually low price shall be assessed in accordance with Article 66 of the Law on Procurement. In the event the Tenderer fails to submit the requested substantiation or fails to substantiate the unreasonably low price within the set period of time, or the Tenderer's Tender does not meet the environmental, social and labour law obligations set forth in Article 29(2)(2) of the Law on Procurement, such Tender shall be rejected.

7.13. Having evaluated the information presented in the Tender (including the ESDP) the Commission shall decide on preliminary compliance by each of the Suppliers submitting a Tender with the requirements of the Procurement Documents regarding the absence of the grounds for disqualification and compliance with the qualification criteria set forth in Annex 4 to the Procurement Conditions, and shall immediately but no later than within 3 working days inform each of them individually by the CPP IS electronic means of the results of this verification, justifying its decisions.

7.14. The Commission shall reject the Tender if:

7.14.1. the Tender does not comply with the requirements, conditions and criteria set forth in the Procurement Documents;

7.14.2. the Tenderer has to be disqualified in accordance with the provisions of Annex 4 to the Procurement Conditions;

7.14.3. the Tenderer does not comply with at least one qualification requirement set forth in Annex 4 to the Procurement Conditions;

7.14.4. the Tenderer did not update, supplement or clarify documents or data regarding compliance to the Procurement Documents at the request of the Contracting Entity within an established term, as provided for in Clauses 7.8 and 7.10 of the Procurement Conditions;

7.14.5. other grounds for rejection of the Tender provided for in the Procurement Documents and the Law on Procurement exist;

7.14.6. the price offered by the Tenderer is excessive and unacceptable to the contracting entity;

7.14.7. the Tenderer offered an unusually low price and failed to provide sufficient evidence substantiating the reasonableness of such unusually low price;

7.14.8. the Tenderer's offer does not meet the environmental, social and labour law obligations set forth in Article 17(2)(2) of the Law on Public Procurement of the Republic of Lithuania.

VIII. EVALUATION OF TENDERS

8.1. The Contracting Entity shall select the most economically advantageous Tender from all the Tenders not rejected in accordance with the lowest price.

IX. THE ORDER OF THE TENDERS AND VERIFICATION OF THE INFORMATION PRESENTED IN THE ESDP,

9.1. Following the procedure established by the Procurement Conditions and the Tender evaluation criteria, the Contracting Entity shall analyse, evaluate and compare the Tenders which have not been rejected and shall establish the order of Tenders (except for the case where the Tender is submitted by only one Tenderer). The Tenders shall be ranked in the descending order of economic advantage. If several Tenders have the same economic advantage when establishing the order of Tenders, the Tenderer whose Tender has been submitted earlier by CPP IS electronic means shall be ranked in a higher position.

9.2. Having established the order of Tenders, the Contracting Entity shall address the Tenderer whose Tender is ranked first in the order of Tenders, and shall request it to submit the relevant documents supporting

the information presented by the Tenderer in the ESPD within a reasonable period of time set by the Contracting Entity.

9.3. Documents submitted by the Tenderer may be issued or drawn up after expiry of the deadline for submission of Tenders. However, they must prove that on the day of expiry of the deadline of submission of Tenders there were no exclusion grounds of the Tenderer and that it met the qualification criteria.

9.4. The Contracting Entity shall not require the Tenderer to submit documents supporting the absence of exclusion grounds thereof and compliance with the qualification requirements:

9.4.1. is able to examine the said documents and information directly and free of charge by logging on the national database of any EU Member State indicated in the Tenderer's ESPD (where necessary, using the Tenderer's identification data provided for in the ESPD and, where applicable, Tenderer's declaration of consent) or by the CPP IS means. The Commission shall examine the information available free of charge together with the documents submitted in accordance with the ESPD and only related to the probable Successful Tenderer. Data available free of charge shall be recorded and saved on the last day of submission of the ESPD documents and shall be seen as up-to-date;

9.4.2. is already in possession of the said documents from the previous Procurement procedures (e.g. where the Tenderer had provided them together with the Tender or during previous procurement) and the Tenderer indicates this fact in its response to the Contracting Entity's request for submission of the documents supporting the ESPD information; at the same time, the Tenderer shall confirm that the documents submitted earlier are up-to-date.

9.5. Where the Contracting Entity has doubts about the Tenderer's suitability, it shall have the right to request competent institutions for any necessary information. Where the required information is related to a foreign Tenderer, the Contracting Entity may address respective competent institutions of such State.

9.6. In the event that the supplier provides inaccurate, incomplete, or incorrect data about compliance with the requirements of the Procurement Documents, or in the event such documents or data is insufficient, the Contracting Entity shall request the Supplier to update, supplement or clarify such documents or data within a reasonable term set forth by the Contracting Entity while observing the principles of equal treatment and transparency. Only the documents or data regarding the absence of exclusion grounds of the Tenderer, and its compliance with the qualification requirements may be subject to updating, supplementing or clarification, or new documents in relation thereto may be submitted.

9.7. Should it be established that the Tenderer withheld information or submitted false information on the absence of the exclusion grounds or compliance with the qualification requirements during the Procurement procedures, or should the Tenderer fail to submit documents supporting the submitted false information, the Tender of such Tenderer shall be rejected and the information about such Tenderer shall be published on the CCP IS.

X. VERIFICATION OF COMPLIANCE WITH NATIONAL SECURITY INTERESTS

10.1. In accordance with the requirements of Article 13 of the Law on the Protection of Objects of Importance to Ensuring National Security of the Republic of Lithuania, the Contracting Authority may inform the Commission for Coordination of Protection of Objects of Importance to Ensuring National Security of the intention to conclude a contract of procurement. In the event that the verification is carried out for the compliance of the contract of procurement to be concluded with the national security interests, the Supplier undertakes to provide the Contracting Authority and/or competent authorities with all data, documents and consents necessary for carrying out this verification within the specified time limits:

10.1.1. Supporting the compliance of the manager of the Tenderer (in the case of the group of suppliers - of all members of the group) and persons superintending the works, as specified in the competitive bid, who, during the performance of the contract of procurement and in compliance with the requirements of the contract of procurement and legal acts, will be granted unattended access to the infrastructure of significant importance to ensuring national security, as well as compliance with the requirements of Law on the Protection of Objects of Importance to Ensuring National Security, i.e. documents supporting that:

10.1.1.1. A person is not declared as not having legal capacity or having limited capacity in any area or he is subject to compulsory medical measures;

10.1.1.2. A person has not been registered in the health care institution for the last 3 years for alcohol or drug addiction;

10.1.1.3. A respective person agrees to be verified in accordance with the procedure and to the extent established by the Law on the Protection of Objects of Importance to Ensuring National Security.

10.1.2. In connection to the Tenderer and in accordance with the Law on the Protection of Objects of Importance to Ensuring National Security necessary to assess the compliance of the deal with the Tenderer with the interests of national security.

10.2. The documents referred to in Item 10.1 of the Procurement Terms and Conditions shall be presented to the Contracting Authority by the person, about whom the information is presented, in a sealed envelope bearing the title of procurement, the Tenderer's name and the person's full name, directly to the address A. Juozapavičiaus str. 13, LT - 09311, Vilnius, Lithuania. The documents may also be submitted by the Tenderer

via CVP IS electronic means, but he shall assume full responsibility for full compliance of such submission with personal data protection requirements.

10.3. If the Tenderer (his managers or persons proposed to superintend the works) submit incomplete, inaccurate or false documents or data necessary for the verification of compliance with national security interests, the Contracting Authority will have the right to ask for these documents or data to be clarified, supplemented or explained within a reasonable time limit set by the Contracting Authority. Such other competent authorities shall also be entitled to request that the Tenderer submits such documents or data.

10.4. The Tenderer who fails to provide the required information or comply with national security interests shall not be declared as a successful Tenderer and his competitive bid shall be rejected.

XI. IDENTIFICATION OF THE SUCCESSFUL TENDERER AND CONCLUSION OF THE PROCUREMENT CONTRACT

11.1. Having verified accuracy of the ESPD information, Contracting Entity shall identify the Successful Tender, i.e. the first tender in the order of Tenders which have not been rejected, and shall decide on conclusion of the Procurement Contract.

11.2. The Contracting Entity shall send the notification of the decision on contract award to all concerned Tenderers not later than in 5 (five) working days from the day the decision was adopted, and shall provide a summary of the respective information specified in Article 68(2) of the Law on Procurement and which has not been provided during the Procurement procedures, shall present the order of Tenders (unless the Tender was submitted by 1 (one) Tenderer only), shall indicate the Successful Tender and the deadline of postponement. Where the decision was adopted not to conclude the Procurement Contract (restart the Procurement procedure), reasons for such decision shall be provided.

11.3. The Contracting Entity may decide to refuse conclusion of the Procurement Contract with the Tenderer which had submitted the most economically advantageous Tender, should it be established that the Tender does not meet the environmental, social, and labour law obligations set forth in Article 29(2)(2) of the Law on Procurement.

11.4. In the event all submitted Tenders are unacceptable (fail to correspond to the object of the Procurement and would be unable to meet the requirements applicable to the object of Procurement under the Procurement Documents and the needs of the Contracting Entity without substantive amendments), prior to the approval of the order of Tenders and subject to a notification by the Contracting Entity to all concerned Tenderers, the Contracting Entity shall be entitled to finish the Procurement procedures and commence new procurement procedures by unpublished negotiation procedure in accordance with the requirements of the Law on Procurement without making substantive amendments to the Procurement Documents.

11.5. The Tenderer whose Tender was recognised as successful shall be informed thereof by the CPP IS electronic means and shall be invited to conclude the Procurement Contract. The Procurement Contract shall not be concluded before expiry of the postponement term - a period of 5 (five) working days, which commences on the day of sending by the Contracting Entity of the notification of the decision to conclude the Procurement Agreement through the CPP IS electronic means to the concerned Tenderers (unless the only interested party is the one with whom the Purchase Agreement is concluded). The Successful Tenderer shall conclude the Procurement Contract before the expiry of the deadline set by the Contracting Entity.

11.6. If the Tenderer who has been awarded the contract in writing refuses to conclude the Procurement Contract, or fails to sign the Procurement Contract within the time set by the Contracting Entity, or refuses to conclude the Procurement Contract under the provisions laid down in the Procurement Documents and the Tender, such Tenderer shall be considered to have refused the award of the Procurement Contract. In such event the Contracting Entity shall offer the contract to the Tenderer whose Tender in the approved order of Tenders is next after that of the Tenderer who refused to conclude the Procurement Contract; the Contracting Entity shall then request such Tenderer to submit the documents required for the ESPD information of such Tenderer in the procedure of Clause IX of these Procurement Condition, shall offer such Tenderer to conclude the Procurement Contract following the procedure set forth in these Procurement Conditions.

11.7. The Contracting Entity, upon receipt of a concerned Tenderer's request submitted by CPP IS means, shall immediately, but not later than within 15 days from the day of receipt of the request, notify:

11.7.1. the Tenderer whose Tender has not been rejected:

11.7.1.1. of the characteristics of the Successful Tender and relative advantages due to which this Tender has been recognized as the best Tender, and of the name of the Tenderer who has submitted this Tender;

11.7.1.2. information on the progress of the procurement procedures.

11.7.2. the Tenderer whose Tender has been rejected - of the reasons for rejection and, where applicable, whether the Contracting Entity had exercised its right to abstain from evaluation of the whole Tender where examination of a part of the Tender had shown that such Tender must be rejected, also of the reasons for adoption of the decision on inequality or the decision on the fact that the suggested Services do not meet the requirements set forth in the Procurement Documents.

11.8. In the case specified in Clause 11.7 of these Conditions, the Contracting Entity cannot disclose such information where its disclosure would be in prejudice of the legal acts regulating protection of information and data or to the public interests, or would be against the commercial interests of a specific Tenderer, or has a negative effect on the competition of suppliers.

XII. OTHER CONDITIONS

12.1. The Supplier, believing that the Contracting Entity failed to comply with the requirements of the Law on Procurement and thereby violated legitimate interests of the Tenderer, shall have the right to undertake actions set forth in Chapter VII of the Law on Procurement.

12.2. Any mutual relations between the Contracting Entity and the Tenderers not defined by the Procurement Documents shall be regulated by the laws and other legal acts of the Republic of Lithuania.

12.3. Any disputes between the Contracting Entity and a Tenderer shall be resolved following the procedure provided for in the Law on Procurement and other laws of the Republic of Lithuania.

XIII. ANNEXES TO THE PROCUREMENT CONDITIONS

13.1. Annexes to the Procurement Conditions constituting integral parts thereof are as follows:

Annex 1. Technical Specification.

Annex 2. Tender form.

Annex 3. Draft Contract.

Annex 4. Grounds of exclusion and qualification requirements.

Annex 5. ESPD form.

Annex 6. Instructions on filling in the ESPD.

Annex 7. Information about sub-suppliers.

Chairwoman of the Procurement Commission

Jurgita Žalkauskė

TECHNICAL SPECIFICATION

MicroSCADA trainings services.

1. Services to be bought:

MicroSCADA trainings, 1 group, 8 persons.

2. Duration:

5 work days x 1 lecturer, total: 40 hours.

3. Scope of services:

Preliminary topics of the services to be procured:

- a) MicroSCADA Pro SYS600;
- b) User interface Monitor Pro;
- c) Process displays and control dialogs;
- d) Measurements;
- e) Event and alarm displays;
- f) Trends display (Measurement Reports display);
- g) Blocking displays;
- h) Characteristics and functionality of MicroSCADA Pro SYS600 application objects and their attributes;
- i) Process objects and scales;
- j) Event handling objects;
- k) Data objects;
- l) Time and event channels;
- m) Command procedures;
- n) Object Navigator and Test Dialog;
- o) Group alarm.

4. Additional conditions:

4.1 Purchaser provides training room: tables, chairs, projector, internet access;

4.2 Seller provides all facilities for training: schooling material, equipment for practical training et cetera;

4.3 Following these trainings, the participant must be able to:

- a) Use the supervision and control functions of MicroSCADA Pro SYS600;
- b) Select the settings of the displays to take advantage of many customization possibilities in the user interface;
- c) Use SYS600 Base Tools in application engineering;
- d) Describe the principle of an application;
- e) Understand the functioning of the application objects;
- f) Understand how data is transferred from the process to the user through objects, and vice versa.

5. Services providing place:

LitPol Link station, Lankų street 45, Butrimiškės village, Alytus district, Lithuania.

Herbas arba prekių ženklas / *Emblem or trademark*
(Tiekėjo pavadinimas) / *(Name of the supplier)*

(Juridinio asmens teisinė forma, buveinė, kontaktinė informacija, registro, kuriame kaupiami ir saugomi duomenys apie tiekėją, pavadinimas, juridinio asmens kodas, pridėtinės vertės mokesčio mokėtojo kodas, jei juridinis asmuo yra pridėtinės vertės mokesčio mokėtojas)/

(Legal form of the legal person, registered office, contact information, name of the register containing and filing data on the supplier, ID number of legal person, VAT payer's number if the legal person has been identified for the purpose of value added tax)

(Address (Contracting Entity))

PASIŪLYMAS DĖL MICROSCADA MOKYMŲ PASLAUGŲ/TENDER FOR THE SERVICES OF MICROSCADA TRAINING

_____ Nr. / No. _____
(Data / Date)

(Sudarymo vieta / Place)

Tiekėjo pavadinimas / <i>Supplier's name</i>	
Tiekėjo adresas/ <i>Supplier's address</i>	
Už pasiūlymą atsakingo asmens vardas, pavardė, pareigos/ <i>Full name and title of the person in charge for the tender</i>	
Telefono numeris/ <i>Telephone</i>	
El. pašto adresas/ <i>E-mail</i>	

Šiuo pasiūlymu pažymime, kad sutinkame su visomis pirkimo sąlygomis, nustatytomis Pirkimo sąlygose, Techninėje specifikacijoje ir Pirkimo sutarties projekte. / *By this quotation we confirm our agreement to all procurement conditions laid down in Procurement conditions, Specification and Draft Contract.*

Mes siūlome / *We offer:*

Pirkimo objektas/ <i>Procurement object</i>	Pasiūlymo kaina, Eur / <i>Price of the tender, Eur</i>
1	2
MicroSCADA mokymų paslaugos/ <i>The services for the MicroSCADA training</i>	

Pasiūlymo kaina, Eur (žodžiais)/ Tender price, EUR: (in words)

Jeigu pasiūlyme nurodyta kaina, išreikšta skaičiais, neatitinka kainos, nurodytos žodžiais, teisinga laikoma žodžiais nurodyta kaina. / *In the event that the price expressed in figures does not correspond to the price expressed in words, the price given in words shall be deemed correct.*

Ši pasiūlyme nurodyta informacija yra konfidenciali / Perkantysis subjektas šios informacijos negali atskleisti tretiesiems asmenims / *The following information provided in the tender is confidential / The Contracting Entity may not disclose the following information to the third parties:*

Eil. Nr.	Pateikto dokumento pavadinimas/ Title of the submitted document	Informacija, kuri laikoma konfidencialia/ Information that is kept confidential	Paaškinimai, įrodantys, kodėl nurodyta informacija yra laikoma konfidencialia/ Explanations stating why the information given is considered confidential

Pastaba. Tiekėjui nenurodžius arba nepaaškinus, kokia ir kodėl informacija yra konfidenciali, laikoma, kad konfidencialios informacijos pasiūlyme nėra.

N.B. If the Supplier has not specified or explained which information and why is confidential, the Tender is deemed to contain no confidential information.

Kartu su pasiūlymu, pateikiame šiuos dokumentus / We provide these documents:

Privalomi pateikti dokumentai/ Required documents	Pateiktas dokumentas/ Submitted document
Tiekėjo vadovo išduotas įgaliojimo ar kito dokumento, suteikiančio teisę pasirašyti pasiūlymą (pateikiama tuo atveju, jei pasiūlymą pasirašo ne tiekėjo vadovas) skaitmeninė kopija/ <i>A digital copy of the power of attorney or any other document issued by the head of the supplier, granting the right to sign the tender (submitted if the tender is not signed by the head of the supplier).</i>	
Jungtinės veiklos sutarties skaitmeninė kopija (pateikiama tuo atveju, jeigu Pasiūlymą teikia ūkio subjektų grupė pagal jungtinės veiklos sutartį)/ <i>Digital copy of a partnership agreement (required if a Tender is submitted by a group of economic entities based on a partnership agreement).</i>	
Užpildyta EBVPD forma (Pirkimo sąlygų 5 priedas). EBVPD teikiama visiems Tiekėjų grupės nariams (jeigu Pasiūlymą pateikia Tiekėjų grupė) ir visiems ūkio subjektams, kurių pajėgumais Tiekėjas remiasi grįsdamas atitinkamą kvalifikacijos reikalavimams/ <i>Filled ESPD form (Annex 5 to the Procurement Conditions). ESPD shall be submitted for each member of the Supplier group (where the Tender is submitted by a group of Suppliers) and each economic operator capacities of which the Supplier relies on to substantiate the compliance with the qualification requirements.</i>	
Subtiekėjų sąrašas (7 priedas) / List of sub-suppliers (7 annex)	
Subtiekėjų raštiškų sutikimų, kad jie sutinka teikti jiems perduodamas paslaugas (rašte turi būti nurodytas Perkančiojo subjekto vykdomo pirkimo pavadinimas, perduodamų paslaugų pavadinimas ir jų apibūdinimas) skaitmeninės kopijos (pateikiama subtiekėjų samdymo atveju)/ <i>Digital copies of written approvals by the sub-suppliers demonstrating they agree to provide the services assigned to them (such a letter shall specify title of a procurement conducted by the Contracting Entity, services to be assigned, and their description) (required when sub-suppliers are employed).</i>	

(Tiekėjo arba jo įgalioto asmens pareigų pavadinimas / Title of the supplier or his authorised person)

(Parašas / Signature)

(Vardas ir pavardė / Full name)

**MICROSCADA TRAININGS SERVICES
SALE AND PURCHASE CONTRACT (draft Contract)**

[place], [date] No _____

LITGRID AB (hereinafter referred to as the 'Purchaser'), a company organised and operating in accordance with the Lithuanian law, business ID 302564383, registered office address A. Juozapavičiaus g. 13, LT-09311 Vilnius, data on the company being collected and stored in the Register of Legal Entities of the Republic of Lithuania, represented by [position and name] acting under [basis of representation]], on the one part, and

[Name of the Seller] (hereinafter referred to as the 'Seller'), a company organised and operating in accordance with the Lithuanian law, business ID [ID], registered office address [address], data on the company being collected and stored in the Register of Legal Persons of the Republic of Lithuania, represented by [position and name] acting under [basis of representation], on the other part,

Both parties hereinafter collectively referred to as the 'Parties' and each individually as the 'Party',

Whereas the Seller has been declared the Winning Tenderer in the procurement [procurement's title, method, date of publication and number (*if published*)] organised by the Purchaser, the Parties have concluded this sale and purchase contract (hereinafter referred to as the 'Contract') for the following:

1. SUBJECT OF CONTRACT

- 1.1. The Seller shall provide to the Purchaser the MicroSCADA trainings services complying with the requirements set out in Annex 2 Technical specification to the Contract (hereinafter referred to as 'the Services').
- 1.2. The Seller shall provide the Services to the Purchaser at LitPol Link station, Lankų street 45, Butrimiškės village, Alytus district, Lithuania.
- 1.3. The Services shall be deemed to have been provided upon signature, by the Parties, the final transfer and acceptance certificate for the Services.

2. TIME LIMITS

- 2.1. The Seller shall execute the Contract within **two months** from the sign date of the Contract.
- 2.2. Should the Seller fail to execute the Contract, the Purchaser shall have the right to claim penalty at the rate of 0.04% of the price of the Services for each delayed day.

3. PRICE AND TERMS OF PAYMENT

- 3.1. Total price of the Contract: **[currency and amount].**
- 3.2. The Contract Price specified above shall be a fixed amount which shall be paid by the Purchaser to the Seller for all the Services under the Contract (hereinafter referred to as 'the Service Price').
- 3.3. The Purchaser shall pay the Service Price within 30 days upon receipt of the tax invoice. Tax invoices will be sent via e-mail to Purchaser and shall be uploaded to e-saskaita portal (<https://www.esaskaita.eu/web/esaskaita/>). *For foreign Seller The Purchaser shall pay the Service Price within 30 days upon receipt of the tax invoice. Tax invoices will be sent via e-mail to Purchaser and shall be uploaded to e-saskaita portal (<https://www.esaskaita.eu/web/esaskaita/>).*

4. RESPONSIBLE PERSONS

- 4.1. The Parties hereby appoint the following responsible persons for all matters related to the execution of the Contract:

The Purchaser's responsible person:	The Seller's responsible person:
Position and name	Position and name
Telephone and fax	Telephone and fax
Email	Email

- 4.2. Person responsible for the publication of the Contract:

5. OTHER TERMS AND CONDITIONS

5.1. The Parties shall execute this Contract in accordance with the terms and conditions referred to above and LITGRID AB's General Terms and Conditions of Sale and Purchase Contract PPS:2017 approved by Order of LITGRID AB's Managing Director No IS-140 of 18 October 2017, which shall form an integral part of the Contract. In case of discrepancies or contradictions between these terms and conditions of Contract and the General Terms and Conditions of Sale and Purchase Contract, these terms and conditions of the Contract shall prevail.

5.2. The compliance of the Contract is ensured by forfeit, provided in this Contract and LITGRID, AB sale and purchase agreement conditions.

6. Annexes to the Contract:

- 1) LITGRID AB's General Terms and Conditions of Sale and Purchase Contract;
- 2) Technical Specifications;
- 3) Contract Documents including any clarifications and updates;
- 4) The Seller's Tender.

In witness whereof the Parties have executed the Contract in two original copies, a copy for each Party.

The Purchaser:

LITGRID AB
Legal person's ID 302564383
A. Juozapavičiaus g. 13, LT-09311 Vilnius
Tel. +370 707 02171;
Fax +370 5 272 3986
Account No LT242150051000021766
OP Corporate Bank plc Lietuvos filialas
(bank code 21500)
VAT reg. No LT100005748413

The Seller:

(signature)

[[Name]
[Position]

(signature)

[Name]
[Position]

(signature)

[Name]
[Position]

Annex 4 to the Procurement Conditions**GROUND FOR EXCLUSION AND QUALIFICATION REQUIREMENTS**

1. There shall be no grounds for the exclusion of Suppliers (Table 1) in relation to the Supplier who wishes to participate in the Procurement procedure and to seek to award the contract, and who shall comply with the qualification requirements of the Contracting Entity (Table 2).
2. In support of its compliance with the requirements specified in Clause 1 above, the Supplier shall submit only the European Common Procurement Document (ECPD) along with the Tender. The Contracting Entity shall be entitled at any stage of the Procurement Procedure to request the Supplier to provide all or part of the documents that substantiate the Supplier's compliance with the requirements and are indicated in the right column of the tables below, and the Supplier shall provide these documents within the set deadline. Before announcing the Supplier as the successful Tenderer, the Contracting Entity shall require the Supplier to submit the following documents (unless the relevant documents have been submitted earlier or these documents are not required in the cases specified in the Procurement Documents).

3. Table 1: Grounds for the exclusion of Suppliers:

Item No	Requirement	Documents submitted
3.1	<p>Regarding:</p> <p>(i) the Supplier who is a natural person; or regarding</p> <p>(ii) the Supplier who is a legal entity, other organization or its branch; or regarding</p> <p>(iii) the Supplier, who is a legal entity, other organization or its branch, entitled to take decisions, to conclude transactions on behalf of the manager, or a member of the other management or supervisory body or the other person with the right to represent or control the Supplier, or the accountant/accountants or other person entitled to draw up and sign the Supplier's accounting documents, has a conviction that has been passed and enforced and this person has a spent or unexpunged conviction for the following criminal acts during the past 5 years:</p> <p>(1) participation in a criminal organisation, or formation or direction thereof;</p> <p>(2) corruption, trade in influence, bribery;</p> <p>(3) fraud, misappropriation of property, embezzlement of property, fraudulent statement about the activities of a legal entity, use of a credit, loan or targeted support for purposes other than intended or pursuant to the procedures other than established, credit fraud, incorrect reporting of income, profits or assets, failure to submit a return, report or other document, fraudulent accounting or abusive use, where these criminal acts represent an attack on the European Union's financial interests as defined in Article 1 of the Convention on the Protection of the European Communities' Financial Interests;</p>	<p>The Tenders shall be accompanied by the ECPD.</p> <p>At the request of the Contracting Entity, the Supplier shall submit the following:</p> <p>(1) Lithuanian Supplier: a document issued by a court, the State Enterprise Centre of Registers (<i>VĮ "Registru centras"</i>) or other competent authority. To prove the specified circumstances, the Supplier may submit a document issued by the State Enterprise Centre of Registers in accordance with the procedure prescribed by the Government of the Republic of Lithuania evidencing the aggregated data managed by competent authorities; or</p> <p>(2) Foreign Supplier: a document issued by the relevant foreign authority confirming that there are no grounds for the exclusion mentioned in this Clause.</p> <p>The documents referred to above shall be issued not earlier than 60 (sixty) days prior to the deadline for the submission of the Tenders. If the document is issued earlier but its term of validity is longer than the term for the submission of Tenders, such document shall be deemed acceptable.</p>

Item No	Requirement	Documents submitted
	<p>(4) criminal bankruptcy; (5) terrorist and terrorist-related offense; (6) legalisation of criminal proceeds; (7) human trafficking, child selling and buying; (8) offense committed by the supplier of another country, as described in the legislation of other countries implementing the legal acts of the European Union listed in Article 57(1) of Directive 2014/24/EU.</p>	
3.2	<p>(1) Regarding the Supplier in respect of whom a conviction (or, in the case of the Supplier who is a legal entity, other organization or its branch - an administrative decision) has been passed and enforced regarding the failure to comply with its obligations as to the payment of taxes, including social insurance contributions, according to the requirements of the country in which the Supplier is registered or the country in which the Contracting Entity is located, during the last 5 years; or (2) The Supplier fails to fulfil its obligations regarding the payment of taxes, including social security contributions, according to the requirements of the country in which the Supplier is registered or the country in which the Contracting Entity is located.</p>	<p>The Tenders shall be accompanied by the ECPD.</p> <p>At the request of the Contracting Entity, the Supplier shall submit the following:</p> <ul style="list-style-type: none"> (1) with regard to the obligations relating to the payment of taxes: <ul style="list-style-type: none"> (a) Lithuanian Supplier: a document issued by the State Tax Inspectorate or the State Enterprise Centre of Registers (<i>VĮ "Registru centras"</i>) in accordance with the procedure prescribed by the Government of the Republic of Lithuania evidencing the aggregated data managed by competent authorities; or (b) Foreign Supplier: a document issued by the relevant foreign authority; (2) with regard to the obligations relating to the payment of social security contributions: <ul style="list-style-type: none"> (a) if the Supplier is a legal entity registered in the Republic of Lithuania, no supporting documents are required. The Contracting Entity verifies the relevant data on the fulfilment of obligations in the "SoDra" (<i>the State Social Insurance Fund Board</i>) Information System on the last day of submission of the ESPD documents; (b) if the Supplier is a natural person for whom social insurance contributions are to be paid in the Republic of Lithuania, a document issued by the territorial departments of the State Social Insurance Fund Board and other State Social Insurance Fund institutions related to the administration of the State Social Insurance Fund, or a document issued by the State Enterprise Centre of Registers (<i>VĮ "Registru centras"</i>) in accordance with the procedure prescribed by the Government of the Republic of Lithuania

Item No	Requirement	Documents submitted
		<p>evidencing the aggregated data managed by competent authorities;</p> <p>(c) Foreign Supplier: a certificate issued by the competent authority of the country in which it is registered.</p> <p>The documents referred to above shall be issued not earlier than 60 (sixty) days prior to the deadline for the submission of the Tenders. If the document was issued earlier but its term of validity is longer than the term for the submission of Requestssuch document shall be deemed acceptabl.</p>
3.3	<p>The Supplier has entered into agreements with other Suppliers aimed at distorting competition in the ongoing Procurement procedures, and the Contracting Entity has compelling data in respect thereto.</p>	<p>The Tenders shall be accompanied by the ECPD. No other documents shall be required under this Clause.</p>
3.4	<p>In the course of the Procurement, the Supplier has been in a situation of conflict of interest defined in Article 33 of the Law on Procurement, and the relevant situation is impossible to be remedied.</p> <p>It is considered that the relevant situation due to a conflict of interest may not be rectified if the persons who are subject to a conflict of interest determined the decisions of the Commission or the Contracting Entity and the amendment of these decisions would conflict with the provisions of the Law on Procurement.</p>	<p>The Tenders shall be accompanied by the ECPD. No other documents shall be required under this Clause.</p>
3.5	<p>Competition rules have been infringed as established in Article 39(3) and (4) of the Law on Procurement and the relevant situation is impossible to be remedied.</p>	<p>The Tenders shall be accompanied by the ECPD. No other documents shall be required under this Clause.</p>
3.6	<p>The Supplier has provided false information, i.e.:</p> <p>(1) The Supplier during the Procurement procedures has concealed information or submitted false information about the compliance with the established requirements, and the Contracting Entity can prove it by any legal means; or the Supplier cannot provide supporting documents for the submitted false information, or</p> <p>(2) During the previous procedures, the Supplier has concealed information or provided false information specified in this Clause or the Supplier failed to provide the supporting documents required by Article 50 of the Law on Public Procurement of the Republic of Lithuania in respect of the false information, resulting in the exclusion from the procurement procedures during the last year or the adoption and enforcement of the judgment during the last year; or</p> <p>(3) in accordance with the law of other countries, in previous procedures, the Supplier has concealed information or submitted false information or failed to provide supporting documents for the false information,</p>	<p>The Tenders shall be accompanied by the ECPD. No other documents shall be required under this Clause.</p>

Item No	Requirement	Documents submitted
	resulting in the exclusion from the procurement procedures during the last year or the adoption and enforcement of the judgment or the application of other similar sanctions during the last year.	
3.7	During the Procurement, the Supplier has taken unlawful actions in order to influence the decisions of the Contracting Entity, obtain confidential information that would give it an unlawful advantage in the Procurement procedure, or has provided misleading information that may materially affect the decisions of the Contracting Entity regarding the exclusion of Suppliers, their qualification assessment, award of the tender, and the Contracting Entity is able to prove it by any legal means.	The Tenders shall be accompanied by the ECPD. No other documents shall be required under this Clause.
3.8	<p>The Supplier has failed to properly execute the Procurement Contract or a concession contract, i.e.:</p> <p>(1) The Supplier has failed to fulfil or improperly fulfilled the public procurement contract, the Procurement Contract with the Contracting Entity, or the concession contract, which constituted a material breach of the Procurement Contract as established in the Civil Code (hereinafter referred to as "the Material Breach of the Procurement Contract"), resulting in the termination of the Procurement Contract during the last 3 years or the adoption and enforcement of the judgment during the last 3 years satisfying the claim of the Contracting Authority, Contracting Entity or awarding authority for damages incurred due to the fact that the material provision laid down in the Procurement Contract has been carried out by the Supplier with serious or permanent deficiencies; or</p> <p>(2) In accordance with the legislation of other countries, it has been established that during the past 3 years the Supplier, in fulfilling the previous Procurement Contract, the previous Procurement Contract with the Contracting Entity or the previous concession contract, has carried out the material provision provided for in the Procurement Contract with serious or permanent deficiencies and therefore the previous Procurement Contract in question was terminated before the expiry date specified in that Procurement Contract, the claims were made for damages or other similar sanctions were imposed;</p> <p>(3) The Supplier has been established in order to avoid the application of the exclusion ground set out in Clause 3.8 and the Contracting Entity has compelling data in respect thereto.</p>	The Tenders shall be accompanied by the ECPD. No other documents shall be required under this Clause.
3.9	The Supplier has committed a professional offense when an administrative penalty or an economic sanction prescribed by the laws of the Republic of Lithuania or other legal acts of other countries is imposed on the Supplier or its manager for the violations of financial reporting and auditing legislation, and when less than one year passes from the date of entry into force of the	The Tenders shall be accompanied by the ECPD. No other documents shall be required under this Clause.

Item No	Requirement	Documents submitted
	decision imposing the sanction, or from the date on which the person executed the administrative order.	

4. If the Supplier fails to provide the documents referred to in Clauses 3.1 and 3.2 of this Annex because the documents in question are not issued in the country concerned or the documents issued in such a country do not cover all questions raised, the following documents may be amended:

4.1. a declaration on oath; or

4.2. an official Declaration of the Supplier, if the declaration on oath is not used in that country. An official declaration must be certified by a competent legal or administrative body of the Member State or the country of origin in which the Supplier is registered, the notary public or the competent professional or trade body.

4.3. the Contracting Entity shall exclude the Supplier from the Procurement at any stage of the Procurement procedure if it becomes evident that, due to its actions or omissions before or during the Procurement, it meets at least one of the grounds for exclusion of the Supplier established in Clause 3 of this Annex.

5. The Contracting Entity may, on the grounds set out in Clause 3 of this Annex, exclude the Supplier from the Procurement procedures only in exceptional cases, where it is necessary to ensure the protection of the public interest, including protection of public health and the environment.

6. If there are grounds for exclusion referred to in Clauses 3.1, 3.3-3.9 of this Annex, the Contracting Entity also may not exclude the Supplier from the Procurement procedures when both of these conditions are present together:

6.1. the Supplier provided the Contracting Entity with information about taking the following measures:

6.1.1. it voluntarily paid or undertook to pay compensation for damage caused by a criminal offense or violation (if applicable) specified in items 3.1, 3.3 to 3.9 of this Annex;

6.1.2. has collaborated, actively assisted or took other measures to investigate, clarify the criminal offense or violation (if applicable) it committed;

6.1.3. has taken technical, organizational, personnel management measures for the prevention of further criminal offenses or violations.

6.2. the Contracting Entity, having assessed the Supplier's information submitted in accordance with Clause 6.1 of this Annex, shall reasonably decide that the measures taken by the Supplier to prove its reliability are sufficient. The adequacy of these measures shall be assessed taking into account the seriousness of the criminal offense or the violation and the circumstances. The adequacy of these measures shall be assessed taking into account the seriousness and the circumstances of the criminal offense or the violation.

7. The provisions of Clause 3.2 of this Annex regarding the exclusion of the Supplier shall not apply if at least one of the following conditions exists:

7.1. The Supplier is obliged to pay taxes, including social security contributions, and is therefore deemed to have fulfilled the obligations referred to in this Clause;

7.2. The amount of the debt does not exceed EUR 50 (fifty euros);

7.3. The Supplier has been informed of the exact amount of its debt at such a time that it, before the expiry of the deadline for the submission of the Tenders, did not have time to pay taxes, including social security contributions, to conclude a tax credit agreement or other similar binding agreement on the payment thereof, or to take other measures to comply with the provisions of Clause 7.1 of this Annex. The Supplier shall not be excluded from the Procurement on this ground if, at the request of the Contracting Entity to provide documents supporting the ECPD information, it proves that it has already been deemed to have fulfilled obligations relating to the payment of taxes, including social security contributions.

8. Table 2: Qualification requirements:

No.	Qualification Requirements	Supporting documents and other information on the qualification requirements
8.1.	<p>The Supplier shall have qualified lecturer for implementation of the contract, capable of providing the required services:</p> <ul style="list-style-type: none"> • The lecturer must have at least one year work experience with communication between MicroSCADA and MACH2; • The lecturer must have at least three years work experience with MicroSCADA; <p>The lecturer must be trained by the manufacturer of MicroSCADA.</p>	<p>At the request of the Contracting Entity, the supplier must provide:</p> <ol style="list-style-type: none"> 1) Curriculum vitae (CV) of the proposed lecturer, containing information on the required experience (description of the work experience, duration); 2) Documents providing evidence of training of the proposed lecturer (the training certificate of MicroSCADA Pro SYS600 of the lecturer is submitted or equivalent). <p>Scanned documents shall be submitted in an electronic form.</p>

9. In case the Supplier or group of Suppliers acting under a joint venture contract subcontracts the individual obligations, the subcontractors shall comply with the respective qualification requirement under clause 8.1 of this Annex. The Supplier shall submit documents supporting the subcontractors' qualification and the list of subcontractors in the form specified in Annex 7 of the Tendering Conditions signed by the Supplier's head (authorised representative). Digital copies of documents shall be submitted.

10. Requirements applying to cases where the Supplier intends to use the services provided by third parties (natural persons):

10.1. In case the Supplier intends to use the services provided by the third parties (natural persons) for execution of the Contract without signing an employment contract with such parties. To provide evidence of compliance with the qualification requirements, the Supplier shall also submit to the Contracting Entity the contract or preliminary contract or a letter of intent on conclusion of the contract with the third person in case of award and conclusion of Contract. Agreement (e.g., preliminary agreement, letter of intent) shall be concluded before submission of the Tender by the Supplier. The Supplier shall indicate (include) these persons in the list of subcontractors (Annex 7 of the Tendering Conditions) and submit them ECPD.

10.2. If the Supplier indicates the third parties (natural persons) in the Tender who would be employed in case of award and conclusion of the Contract, the Supplier, before submitting the Tender, shall conclude an agreement or letter of intent or any other document as an evidence of presence of this intent before submission of the Tender by the Supplier to the Contracting Entity and of future employment of these persons in case of award and conclusion of the Contract. The Supplier shall indicate (include) these persons in the list of subcontractors (Annex 7 of the Tendering Conditions) however their ECPD is not required.

Pirkimo sąlygų 7 priedas / Annex 7 to the Procurement Conditions

INFORMACIJA APIE SUBTIEKĖJUS / INFORMATION ABOUT SUB-SUPPLIERS

Nr. / No.	Subtiekėjo Pavadinimas / the name of the sub-supplier	Subtiekėjo adresas, Telefonas / sub-supplier address, telephone number	Subtiekėjui perduodamų paslaugų pavadinimas ir apibūdinimas (aprašymas) / Services to be assigned to the sub-supplier, and their description	Ar subtiekėjo pajėgumais remiamasi grindžiant atitikimą Pirkimo sąlygose nustatytiems kvalifikacijos reikalavimams/ Does the capacity of the sub- supplier be used to justify compliance with the qualification requirements set out in the Procurement Conditions.
1	2	3	4	

Pastaba/Note. Privaloma pateikti subtiekėjo(-ų) raštišką(-us) sutikimą(-us), kad jie sutinka teikti jiems perduodamas paslaugas (rašte turi būti nurodytas Perkančiojo subjekto vykdomo pirkimo pavadinimas, perduodamų paslaugų pavadinimas ir jų apibūdinimas). / A written consent of a sub-supplier(s) shall be submitted, demonstrating an agreement to provide the Services to be assigned to them (such a letter shall specify title of a procurement conducted by the Contracting Entity, services to be assigned, and their description)

Įmonės vadovas arba jo įgaliotas asmuo / Manager of the company or his authorised person _____
(vardas, pavardė, parašas / full name, signature)