

*/Translation from the Lithuanian language/*

APPROVED by  
the Public Procurement Commission  
Minutes No 160419/2 of 19/04/2016



**AB AMBER GRID"**

**CONDITIONS OF THE NEGOTIATED PROCEDURE No 1-LIN(DARBAI)/2016  
"CONSTRUCTION WORKS OF A PART OF GAS INTERCONNECTION BETWEEN POLAND AND LITHUANIA  
IN THE TERRITORY OF THE REPUBLIC OF LITHUANIA"**

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## 1. GENERAL PROVISIONS

- 1.1. AB “Amber Grid” (hereinafter referred to as the Contracting Authority) organizes procurement of construction works of a part of gas interconnection between Poland and Lithuania in the territory of the Republic of Lithuania, including preparation of work design, and invites candidates to take part in it and to submit their requests and tenders.
- 1.2. Main terms used shall be set forth in the Republic of Lithuania Law on Public Procurement (hereinafter referred to as the Law on Public Procurement) and in the conditions of the procurement.
- 1.3. The procurement shall be carried out by the negotiated procedure, in accordance with the Law on Public Procurement, Civil Code of the Republic of Lithuania (*Official Gazette*, 2000, No 74-2262) (hereinafter referred to as the Civil Code) and other legal acts regulating public procurement and the present conditions of the negotiated procedure.
- 1.4. Initial information notice regarding the procurement has not been published.
- 1.5. The procurement shall be carried out observing the principles of equality, non-discrimination, transparency, mutual recognition, proportionality, and the requirements of confidentiality.
- 1.6. Contact persons of the Contracting Authority shall be the following: Vytautas Dzikaras, +370 5 232 7742, fax +370 5 236 0850, e-mail [v.dzikaras@ambergrid.lt](mailto:v.dzikaras@ambergrid.lt) and Romualdas Bartys, tel. +370 5 236 0859, fax +370 5 236 0850, e-mail [r.bartys@ambergrid.lt](mailto:r.bartys@ambergrid.lt).
- 1.7. The Contracting Authority is subject to the value added tax (hereinafter referred to as the VAT).
- 1.8. All conditions of the procurement are provided for in the procurement documents (hereinafter referred to as the Conditions) consisting of:
  - 1.8.1. Notice regarding the procurement;
  - 1.8.2. Conditions of the negotiated procedure (including all the annexes thereto);
  - 1.8.3. Explanations (clarifications) of procurement documents, as well as replies to the suppliers’ questions (if any);
  - 1.8.4. Other information provided by means of the Central Public Procurement Information System (hereinafter referred to as the CVP IS) (available at <https://pirkimai.eviesiejiirkimai.lt/>) during the procurement.
- 1.9. Procurement documents, explanations and clarifications thereof, replies to the suppliers’ questions shall be published in the CVP IS. Any information, explanations of the Conditions and notifications shall be submitted and communication between the Contracting Authority and the suppliers shall be carried out by the CVP IS communication means only. Notifications of the Contracting Authority shall be received by suppliers which have joined the procurement.
- 1.10. **In case the Conditions, including all the annexes hereto, explanations and clarifications or any other documents comprising the Conditions contain a reference to a specific standard, product or producer and contain no indication “or equivalent”, such reference shall be understood as if the indication “or equivalent” is present.**
- 1.11. If the circumstances originate that could not be foreseen in advance (for example, the works procured became no longer needed, there are not enough resources to pay for them, etc.), the Contracting Authority shall have a right to cancel the procurement procedure at any time prior to the conclusion of procurement contract.
- 1.12. Supplier’s request to participate, tender and other correspondence shall be in the Lithuanian or English language. Documents drafted in foreign language (except for the English language) shall be submitted together with a translation thereof into the Lithuanian and English language authorised by signature of the translator or supplier. The supplier shall be responsible for the correctness of the translated documents.

## 2. OBJECT OF PROCUREMENT

2.1. Object of procurement – construction works of a part of gas interconnection between Poland and Lithuania in the territory of the Republic of Lithuania (including preparation of work design). Work performance conditions and scope are set out in the present Conditions, including Annexes B, C and D hereto (attached). Contractor works documentation provided for in an original format, i.e. DWG, DOC, XLS, etc., in Annex D shall not be final. The supplier must take a risk of performing of all the works and to provide all the services related thereto in order to implement solutions provided for in technical and work designs. The Contracting Authority intends to provide for a construction permitting document (documents) in September 2016.

2.2. **Main works that must be performed by the supplier itself (for the performance of which it cannot invoke sub-suppliers) are the following: pipe welding and installation works of the linear part of the main gas pipeline.**

2.3. The supplier shall be responsible for diligent examination of all the documents of the Conditions, including all the clarifications and/or additions made by the Contracting Authority, if any, and for receipt of reliable information regarding all conditions, commitments and fulfilment thereof, which could affect the conditions, nature, price of the supplier's tender or the performance of works. If the supplier is acknowledged as a successful tenderer of the present procurement procedure, no requirement to change the price based on the errors or omissions shall be accepted.

2.4. The present procurement shall be in part financed by the financial support funds of the European Union (hereinafter referred to as the EU). On 15 October 2015, AB "Amber Grid" and GAZ-SYSTEM S.A. have concluded a trilateral agreement with the Innovations and Networks Executive Agency (INEA) on the EU financial support project regarding financing of the activity "**Construction of the Gas Interconnection Poland-Lithuania including supporting infrastructure**". For more information visit: <https://ec.europa.eu/inea/en/connecting-europe-facility/cef-energy/projects-by-country/multi-country/8.5-0046-pllt-p-m-14>.

## 3. REQUEST SUBMISSION

3.1. Willing to be invited to submit a tender for the procurement the supplier has to prepare and submit a request to participate in the procurement first. Request template is provided for in Annex A-1 to the Conditions. Together with the request the supplier has to provide information regarding the qualification thereof (documents proving that the qualification of the supplier meets the minimum qualification requirements provided for in Annex A-2 to the Conditions), **digital copy of an authorization or any other document (for example, job description) entitling him to sign the supplier's request** (applicable only if the request is approved by electronic signature of an authorized person, but not by the manager of the company) and the documents indicated in Item 3.2 of the Conditions, proving that the supplier meets national security interests as defined in the Republic of Lithuania Law on Enterprises and Facilities of Strategic Importance to National Security and Other Enterprises Important to Ensuring National Security.

3.2. The supplier (all members of the group of economic operators) must comply with the national security interests and together with the request the supplier shall submit the documents proving such compliance (digital copies thereof; the Contracting Authority reserves a right to request the suppliers to submit original copies of the documents or duly certified copies thereof):

3.2.1. copies of memorandum of incorporation and articles of association of a supplier (if needed, of persons jointly operating under agreement) certified by a notary public (or a respective institution of a foreign supplier);

3.2.2. copies of incorporation documents of final owners of a supplier (if needed, of persons jointly operating under agreement), holding (directly and/or indirectly) the amount of shares of the supplier granting at least 2/3 of voting rights (in case the owners are legal entities), and

personal identification documents (in case the owners are natural persons), certified by a notary public (or a respective institution of a foreign supplier);

3.2.3. data on final owners of a supplier (if needed, of persons jointly operating under agreement), who hold (directly and/or indirectly) the amount of shares of the supplier granting at least 2/3 of voting rights, as well as controlling (directly and/or indirectly) persons;

3.2.4. data on the companies owned by a final owners of a supplier (if needed, of persons jointly operating under agreement), holding (directly and/or indirectly) the amount of shares of the supplier granting at least 2/3 of voting rights, as well as on the companies in which they participate;

3.2.5. certified statement of the supplier (if needed, of persons jointly operating under agreement) on:

3.2.5.1. activities of the supplier and relevant field experience in other countries;

3.2.5.2. the supplier's actual intentions, abilities and intended ways how to take part in Lithuanian economy sector of importance to national security or faster energy system integration into the transatlantic and European markets or development thereof;

3.2.5.3. the supplier's business cooperation and partnerships with entities of other countries.

3.3. The supplier shall submit the request together with the documents indicated in Items 3.1 and 3.2 electronically only, by the CVP IS electronic means. **Requests, submitted in paper or by any means other than electronic means indicated by the Contracting Authority, will be rejected as not meeting the requirements of the Conditions and will not be assessed.**

3.4. All documents proving compliance of the supplier with the minimum qualification requirements established in the Conditions, other documents provided for with the request fall be submitted in electronic form, i.e. formed directly by electronic means (for example, list of contracts fulfilled, questionnaire regarding compliance of the supplier with the minimum qualification requirements, etc.) or by submitting digital copies of the documents (for example, certificates, approvals, etc.). Documents submitted by the supplier in electronic form shall be submitted by attaching them to the responses to questions of the supplier qualification questionnaire. Documents or digital copies of the documents submitted must be submitted in non-discriminatory, universally accessible data file formats (for example, pdf, jpg, doc, etc.).

3.5. The request must be signed using a secure electronic signature, meeting the requirements of the Republic of Lithuania Law on Electronic Signature (Official Gazette, 2000, No 61-1827). The entire request shall be approved by a secure electronic signature. Each document shall not be required to be signed separately.

3.6. **The supplier shall have a right to submit only one request either individually or as a member of a group of economic operators. Moreover, the supplier submitting a request cannot be a sub-supplier of the other supplier submitting a request, the qualification whereof the other supplier uses in order to meet the minimum qualification requirements established in the Conditions. In case the supplier submits more than one request, a member of a group of economic operators participates in submission of several requests, or a supplier is a sub-supplier of the other supplier, whose qualification is used by the other supplier in order to meet the minimum qualification requirements, all such requests shall be rejected.**

3.7. The requests shall be submitted **by 28 June 2016, 10:00 AM.**

3.8. By submitting a request, the supplier accepts the present Conditions and confirms that all the information contained in the request is true.

#### **4. MINIMUM QUALIFICATION REQUIREMENTS**

4.1. A supplier willing to participate in the procurement and be invited to submit the tender shall meet the minimum qualification requirements established in Annex A-2 to the Conditions and submit the documents in support of the required qualification together with the request.

#### **5. PARTICIPATION OF A GROUP OF ECONOMIC OPERATORS**

5.1. If a group of economic operators participates in the procurement procedures, it shall submit a joint venture agreement together with the request (a scanned document in electronic form shall be submitted). The joint venture agreement shall cover the intended obligations of each party thereto related to execution of the procurement contract intended to conclude with the Contracting Authority, a preliminary share of the value of these obligations in the total value of the contract expressed in per cent. The agreement shall provide for joint and several liability of all contracting parties for the failure to fulfil obligations to the Contracting Authority. Furthermore, it shall be specified in the agreement which person is the leading partner of the group of economic operators and represents the group of economic operators in communication with the Contracting Authority regarding questions arising during the procurement procedures (whom the Contracting Authority shall contact with regard to questions arising during the examination of the request or tender and provide information related to examination and evaluation of the request or tender or other issues of procurement execution).

5.2. Composition of the group of economic operators cannot change from the moment of submitting the request until the end of procurement procedures. In case of failure to comply with this requirement, the request and/or tender of such supplier shall be rejected and the Contracting Authority shall be entitled to claim for payment of the tender security submitted by it.

5.3. The Contracting Authority shall not require that this group of economic operators gain a certain legal form after the final tender of this group of economic operators has been selected as the winner and the group of economic operators has been offered to conclude the procurement contract.

#### **6. EXAMINATION AND EVALUATION OF REQUESTS**

6.1. The initial examination of contents of the requests submitted by the suppliers before the deadline fixed for submission of the requests shall take place in a closed meeting of the Public Procurement Commission (hereinafter referred to as the Commission) which will begin at 10 a.m., on 28 June 2016.

6.2. The received requests shall be examined and evaluated by the Commission. The requests shall be examined and evaluated confidentially in absence of representatives of the suppliers which have submitted the requests.

#### **7. VERIFICATION OF SUPPLIERS' QUALIFICATION**

7.1. The Commission shall verify the compliance of the request with the requirements set forth in the Conditions and the compliance of the supplier which submitted the request with the minimum qualification requirements set forth in Item 4 of these Conditions.

7.2. In the event that the supplier provides inaccurate or incomplete data about its qualification, the Commission must request, without prejudice to the public procurement principles, the supplier to supplement or clarify the data by electronic means of the CVP IS within a reasonable time limit fixed by the Contracting Authority.

7.3. In the event that the supplier provides inaccurate or incomplete documents specified in the Conditions as to be submitted with the request (the supplier's authorization for a person to sign the request, the joint venture agreement) or fails to submit them at all, the Contracting Authority shall request the supplier to clarify, supplement or submit these documents within a term of at least three business

days as of the date of sending the notice by the Contracting Authority. In case of clarifying or supplementing the request, the essential terms of the request must not be altered.

- 7.4. The request shall be rejected and the supplier shall not be invited to submit a tender if:
- 7.4.1. the request fails to comply with requirements laid down by the Conditions;
  - 7.4.2. the supplier's qualification does not meet the minimum qualification requirements set forth in the Conditions;
  - 7.4.3. the supplier has submitted false data and the Contracting Authority is able to prove this fact by any legal means available to it;
  - 7.4.4. upon the request of the Contracting Authority, the supplier has failed to clarify the submitted inaccurate or incomplete data about its qualification within the fixed term;
  - 7.4.5. the supplier has failed to clarify, supplement or submit documents to be submitted with the request as it is set forth in the Conditions (the supplier's authorization for a person to sign the request, a joint venture agreement) within the term set by the Contracting Authority;
  - 7.4.6. the supplier has conflict of interests to participate in the tender procedures. Conflict of interests is understood as situation when the supplier, its staff or undertakings related to the supplier are or was involved into preparation of tender procedures in such a manner that participation of such supplier in the tender procedures would distort competition and breach the principle of equal treatment. In the case of potential conflict of interests, supplier shall prove that its participation in the tender procedures would not distort competition and would not breach the principle of equal treatment;
  - 7.4.7. on other grounds laid down by the Conditions or Law on Public Procurement.
- 7.5. The supplier's compliance with interests of national security shall be verified and a decision regarding it shall be adopted by the commission for assessment of conformity to interests of national security established by Law on Enterprises and Facilities of Strategic Importance to National Security and Other Enterprises of Importance to Ensuring National Security. If needed, the Contracting Authority may request the supplier to clarify or supplement information or data about conformity to national interests within a reasonable term. In case the supplier fails to submit such clarification or specification within the reasonable term established by the Contracting Authority, it shall not be invited to submit the initial tender and participate in the further procurement procedures.
- 7.6. The Commission shall take a decision on compliance of each supplier which submitted a request with the minimum qualification requirements set forth in the Conditions, and inform each of them about the results of examination and grounds of the decisions by electronic means of the CVP IS without any delay, however, within a period not exceeding three business days. At the same time, the Commission shall inform each supplier about the decision of the commission for assessment of conformity to interests of national security on the supplier's conformity to interests of national security.
- 7.7. The right to participate in the further procurement procedures shall be granted solely to the suppliers with qualification that meet the minimum qualification requirements set forth in the Conditions.

## **8. INVITATION TO SUBMIT INITIAL TENDERS**

- 8.1. Having examined the requests, the Contracting Authority shall invite all the suppliers which have satisfied the minimum qualification requirements set forth in the Conditions and which requests have not been rejected and which are in conformity to interests of national security to submit the initial tenders.
- 8.2. Invitations to submit the initial tenders shall be sent to the suppliers simultaneously by electronic means of the CVP IS. The deadline for the suppliers to submit the initial tenders shall be specified in the invitation to submit the initial tenders. The Contracting Authority plans to set the term of about 30 days for submission of the initial tenders; therefore, the suppliers shall be required to accordingly plan their resources in advance in order to draw up detailed and well-founded initial tenders in due time.

## 9. PREPARATION, SUBMISSION AND MODIFICATION OF INITIAL TENDERS

9.1. The supplier may submit only one initial tender individually or as a participant in the group of economic operators. The supplier submitting the initial tender shall not be a sub-supplier of another supplier submitting the initial tender qualification whereof was used by this supplier to satisfy the minimum qualification requirements laid down by the Conditions. If the supplier submits more than one initial tender or a participant in the group of economic operators participates in submitting several initial tenders, all such initial tenders shall be rejected.

9.2. The suppliers shall not be allowed to submit alternative tenders. In case alternative tenders are submitted, all the tenders of the supplier shall be rejected.

9.3. By submitting the initial tender the supplier agrees with these Conditions and confirms that the information presented in the initial tender is accurate and includes everything what is necessary for proper execution of the procurement contract.

9.4. The initial tender shall be submitted only by electronic means of the CVP IS. The initial tenders (except for the document securing the validity of the tender) submitted in paper or by means other than electronic means of the CVP IS shall be rejected as failing to comply with requirements laid down by the Conditions.

9.5. The initial tender (both parts thereof) shall be confirmed by a secure electronic signature complying with requirements set forth in Law on Electronic Signature of the Republic of Lithuania. The whole initial tender (a certain part thereof) shall bear (be confirmed with) a secure electronic signature. Each document shall not be signed separately. The initial tender shall be accompanied by a digital copy of the authorization or other document (e.g. a job description) granting a right to sign the supplier's initial tender (applicable where the initial tender is confirmed with electronic signature by the authorized person instead of the head of the supplier).

9.6. The submitted documents or digital copies thereof shall be made available using the non-discriminatory globally available data file formats (e.g. pdf, doc and other). Submission of digital copies of certain documents and confirmation of the tender with secure electronic signature declare that the copies are true. The Contracting Authority shall reserve the right to request for original documents.

9.7. Prices in the initial tenders shall be presented in euro, expressed and calculated following the template B given in Annex A-3 to the Conditions. In calculation of the total price, the total quantity and volumes of the Goods, components of the price, requirements of the technical specification and other conditions material to the execution of the contract as it is laid down by the Conditions shall be taken into account. The price of Goods shall include all taxes and all costs incurred by the supplier (warehousing, transportation, packaging and other). VAT shall be indicated separately. If prices in the initial tenders are expressed in foreign currency, they shall be recalculated 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 initial tenders. In case of discrepancies between the price in the initial tender expressed in figures and the one expressed in words, the price expressed in words shall prevail

9.8. The suppliers shall submit their initial tenders (part A of the tender containing data about the technical solutions of the initial tenders and part B of tender containing prices of tenders and information related thereto) according to the tender templates A and B given in Annex A-3 to the Conditions. Part A and B of the initial tender shall be submitted in separate envelopes formed by electronic means of the CVP IS.

9.9. Part A of the initial tender shall contain a filled-out template A presented in Annex A-3 to the Conditions which shall be accompanied at least by:

9.9.1. components of the value of the procurement object (summaries, object and local estimates **not specifying prices or rates**);



9.9.2. the Project management plan containing at least:

9.9.2.1. detailed schedule of works to be performed;

9.9.2.2. sequence of works and services related thereto, including:

9.9.2.2.1. a team of professionals offered to perform works (the team shall include all the professionals offered in the request), their functions, distribution of assignments, responsible persons (the head of construction, special construction managers etc.), divisions (brigades), mechanisms;

9.9.2.2.2. a plan for ensuring safety at work by specifying measures and responsible persons;

9.9.2.2.3. a plan–schedule of supply of materials, products and equipment to be provided by the supplier, including certificates for valid use of the offered equipment and materials in the EU and Lithuania, the main characteristics of the offered equipment, and technical information of the manufacturer regarding the offered equipment and materials (brochures, certificates, exploitation instructions etc.) and the training programme for exploitation–technical maintenance of the equipment supplied;

9.9.2.2.4. a plan of work funding which, **based on the assumption (exclusively for purposes of assessment of the plan for implementation of the project) that the value of works totals to 60 million euro excluding VAT**, provides grounds of how the supplier will ensure funding for execution of works, taking into consideration the periodicity of payments receivable from the Contracting Authority for duly performed works;

9.9.2.2.5. valid certificates and other equivalent documents verifying that the companies of manufacturers of products and equipment (joining parts of steel pipes, gate valves, pig launcher and receiver chambers, gas process equipment) offered by the supplier have implemented and certified the quality management system complying with requirements of ISO 9001 or other standard equivalent to it;

9.9.2.2.6. description of works in each range related to closed horizontal directional drilling (HDD) specifying professionals to perform the works, their experience, equipment intended to be used, sequence, schedule and materials of HDD works, and specifying the ways to manage risks related to these works, including: (i) breakage of the drilling instrument or hanging in the borehole; (ii) failures of the drilling equipment, (iii) unsuitability of the range intended for HDD drilling;

9.9.2.2.7. filled-out sheets of materials of technical specifications, which shall specify by individual positions the exact names, types, models and manufacturers of the pipes intended for use in construction works (except for pipes purchased by the Contracting Authority for the linear part of the main gas pipeline), materials, other products and technological equipment. The supplier shall submit the filled-out sheets of materials for:

- the linear part of the gas pipeline;
- equipment for electrochemical protection against corrosion;
- systems of automatics of cathodic station and telecommunication;
- systems of telecommunication, SCADA and alarm;
- gas metering station.

9.9.2.2.8. sub-suppliers and works to be performed by them, services provided and scopes thereof.

9.9.3. proposals regarding the draft contract presented in Annex B to the Conditions and technical specifications presented in Annex C and E (other component parts of Part B of the initial tender shall be submitted taking into consideration the initial Conditions and the fact that the Contracting Authority may not accept any proposals of the supplier regarding the procurement contract and technical specifications);

9.9.4. other information required by the Conditions.

9.10. Part B of the initial tender shall contain a filled-out template B given in Annex A-3 to the Conditions accompanied by prices of components of the procurement object and supporting calculations of expenses (summaries, object and local estimates) which must comply with prices and rates indicated by the supplier



in template B of the tender. **Prices of components of the procurement object and supporting calculations shall be submitted solely for purposes to estimate the validity of the price and shall by no means limit the scope, quantities of works purchased or liabilities undertaken by the supplier regarding performance of all works composing the purchase object for the price indicated in template B of the tender.**

9.11. The initial tender shall be valid for at least 120 days as of the expiry of the deadline for submission of the initial tenders. If the validity period of the initial tender is not specified therein, it shall be treated as valid for the period fixed by the Conditions.

9.12. The initial tender shall be accompanied by a document verifying the tender security which complies with requirements set forth in Item 10 of these Conditions

9.13. In its initial tender the supplier shall specify which information presented in the initial tender has been designated as confidential, if any. Such information includes, in particular, trade (technical) secrets and the confidential aspects of tenders. Information which must be disclosed publicly pursuant to laws of the Republic of Lithuania shall not be designated as confidential by the supplier. Where the supplier has designated such information as confidential, the Contracting Authority shall have a right to make it publicly available. The names of the manufacturer of the goods, the service provider and the model of the goods, the sub-suppliers indicated in the tender, as well as other information which must be published or made publicly available by other means pursuant to the procedure laid down by laws shall not be designated as confidential. The Contracting Authority may ask the supplier to support confidentiality of information. Without prejudice to the requirements set forth in laws, in particular those concerning the obligations relating to the publication of awarded contracts and information related to provision thereof to tenders, set out in Article 41 of Law on Public Procurement, the Contracting Authority, the Commission, the members or experts thereof and other persons shall not disclose to third parties information forwarded to it by the suppliers which they have reasonably designated as confidential in their tenders.

9.14. Before the deadline for submission of the initial tenders, the suppliers which have submitted their tenders shall have a right to amend or revoke their tenders without losing a right to their tender securities. In case the supplier wants to modify or revoke the initial tender, it shall withdraw the submitted initial tender by means of the CVP IS and in submit the tender once again in order to modify it. The suppliers may also inform the Contracting Authority about revoking of the initial tender - such revoking shall be treated as valid if received by the Contracting Authority by means of correspondence of the CVP IS before the deadline for submission of the initial tenders. After the expiry of this deadline, the initial tender shall not be either amended or revoked.

9.15. The Contracting Authority shall not be liable for failures of the CVP IS or other unforeseen cases due to which the suppliers are not able to submit the initial tenders in due time.

9.16. Upon the supplier's request submitted by means of correspondence of the CVP IS, the Contracting Authority shall confirm using the means of correspondence of the CVP IS the receipt of the initial tender, date, hour and minute thereof. In cases where the supplier submits the tender security in the envelope, the date of receipt of the initial security shall be considered the date when the whole initial tender is received (the last part of the initial tender). If the initial tender has been submitted earlier by electronic means, whereas the tender security has been submitted in the envelope subsequently, the date (hour, minute) of receipt of the envelope is recorded as the date of receipt of the initial tender.

9.17. The Contracting Authority shall have a right to extend the deadline for submission of the initial tenders and inform all the interested candidates and/or tenderers thereof by means of the CVP IS.

## **10. TENDER SECURITY**

10.1. The supplier's initial tender shall be accompanied by a document (the original thereof) securing the initial tender and the final tender, if invited to submit it. The original of this document shall be confirmed by a qualified electronic signature of the issuing person by adding it ("attaching") to the line "Attached documents" of the tender window of the CVP IS. In case the supplier does not have a possibility

to submit the document securing the tender (the original thereof) by electronic means of the CVP IS, the supplier's tender submitted by electronic means of the CVP IS shall be accompanied by a copy of the tender security, whereas the paper original thereof shall be submitted in a sealed envelope before the deadline for submission of the tenders at the following address: Department of Public Procurement of AB "Amber Grid", Savanorių pr. 28, LT-03116 Vilnius, Lithuania. The envelope shall bear the name of the Contracting Authority, address, the name and address of the tender, and indicate that it must not be opened until the beginning of the tender opening procedure (examination of the tenders submitted by electronic means of the CVP IS).

10.2. In case the supplier failed to submit the tender security following the procedure laid down by these Conditions, the initial tender shall be rejected due to failure to comply with requirements laid down by the Conditions.

10.3. The tender shall be secured with an unconditional and irrevocable guarantee issued by a bank which has been assigned an investment grade confirmed by at least two international rating agencies (not lower than: Standard & Poor's – A-, Fitch – A-, Moody's – A3 or equivalent thereof) (the bank that issued a security or a group of companies to which the bank belongs shall be subject to the grade).

10.4. Value of the tender security shall be at least 1,000,000 (one million) euro.

10.5. The tender security shall be valid for the period at least equal to the validity of the initial tender.

10.6. It shall be indicated in the tender security that the guarantor undertakes to pay the amount specified by Item 10.4 of these Conditions to the Contracting Authority without any delay, upon receipt of the first written requirement of the Contracting Authority. The Contracting Authority shall not provide grounds of its requirement; however, it must indicate in its letter that the requirement has arisen due to one or several of the following circumstances:

10.6.1. after the deadline for submission of the initial/final tenders has expired, the supplier revokes or modifies accordingly its initial/final tender, or worsens the tender conditions of the final tender which were indicated in the initial tender and/or recorded in the negotiation minutes, unless such modification is allowed by these Conditions, or the composition of the supplier – a group of economic operators – has changed before the end of procurement procedures.

10.6.2. the supplier fails to participate in the negotiation procedure without any valid reason;

10.6.3. the tender to which the contract has been awarded refuses to sign the procurement contract or fails to sign it within the term established by the Contracting Authority, or refuses to conclude the contract under the terms laid down by the Conditions and the tender, or fails to submit a security for fulfilment of the contract by the established deadline.

10.7. All the guarantee obligations of the bank regarding the guarantee under the tender security in respect of the Contracting Authority shall expire upon occurrence of one of the following circumstances:

10.7.1. until the last day of validity of the security inclusively the bank has not received a written claim (the original thereof) of the Contracting Authority for payment;

10.7.2. the original of the security is returned to the bank bearing the note of the Contracting Authority that the Contracting Authority waives its rights under this security or the supplier has fulfilled the obligations specified in the security;

10.7.3. the Contracting Authority informs the bank in writing about waiver of its rights under the issued security.

**10.8. The tender security may not contain any other additional terms or conditions for the Contracting Authority.**

10.9. The Contracting Authority, upon demand of the supplier, shall return the tender security without any delay, however, within the period of seven days, if:

10.9.1. the validity of the tender security expires;

10.9.2. the procurement contract comes into effect;

10.9.3. the procurement procedures have been terminated.

10.10. The tender security shall be returned to the tenderer to be awarded with the contract after the procurement contract has come into effect.

10.11. Tender securities may be returned to the suppliers which were not awarded with the contract before the established term:

10.11.1. by mutual agreement of the parties;

10.11.2. having signed the procurement contract with the supplier which was awarded with the contract and after the contract has come into effect.

10.12. The Contracting Authority shall have a right to reject the tender security having received information that the economic operator ensuring the tender security has become insolvent or failed to fulfil obligations to the Contracting Authority or other economic operators, or failed to fulfil them in a duly manner.

## **11. PROCEDURE FOR OPENING INITIAL TENDERS**

11.1. Examination of the contents of the initial tenders submitted by suppliers by means of the CVP IS (hereinafter referred to as the Electronic Tender Opening Procedure) shall take place by electronic means, in a closed meeting of the Public Procurement Commission the date and time whereof shall be indicated in the invitation to submit the initial tenders. The suppliers shall not be invited to attend the Electronic Tender Opening Procedure.

11.2. Further procedure for examination, evaluation and comparison of the initial tenders shall be conducted by the Commission in confidentiality, with sole participation of the members of the Commission and invited experts, and without participation of the suppliers and their authorized representatives.

## **12. EXAMINATION OF INITIAL TENDERS**

12.1. The submitted initial tenders shall be examined and evaluated by the Commission and, if needed, by the invited experts. The Commission shall examine whether the initial tenders satisfy the requirements laid down by the Conditions.

12.2. Should any questions regarding the contents of the tender arise, the Commission shall ask the supplier to clarify its initial tender within the reasonable term fixed by it without altering the essence of the initial tender or making any other modifications due to which the initial tender failing to meet the requirements laid down by the Conditions would become a tender satisfying the requirements set forth in the Conditions. Upon necessity, representatives of suppliers may be invited to clarify the initial tender in a meeting of the Commission with a prior notice of questions to be answered in the meeting.

12.3. In the event that the supplier submits inaccurate, incomplete documents specified by the Conditions as to be submitted with the initial tender (the supplier's authorization for a person to sign the initial tender, a document verifying the tender security) or fails to submit them at all, the Contracting Authority shall ask the supplier to clarify, supplement or submit these documents within a term of at least three business days as of the date of sending the request of the Contracting Authority. If the supplier fails to submit the required clarification, supplement or document in due time, or the submitted documents were inaccurate or incomplete, its initial tender shall be rejected due to failure to comply with the requirements set forth in the Conditions. The supplier must not alter the essence of the initial tender by clarifying, supplementing or explaining it.

12.4. If upon request of the Contracting Authority the supplier submits a clarification, specification of the tender or its accompanying documents following the procedure laid down by the Conditions but, however, fails to eliminate uncertainties raised by the Contracting Authority and submit information and documents regarding all the indicated questions, the Contracting Authority shall have a right to withdraw from addressing the supplier with another request to clarify or specify the initial tender or its accompanying documents, and adopt a decision to reject the initial tender of the supplier.

### 13. REASONS FOR REJECTION OF INITIAL TENDERS

- 13.1. The Commission shall reject the initial tender of the supplier if:
- 13.1.1. the initial tender does not satisfy the requirements laid down by the Conditions (regarding submission of the tender, the contents thereof etc.);
  - 13.1.2. within the term fixed by the Contracting Authority the supplier failed to clarify, supplement or submit the documents specified by the Conditions as accompanying the initial tender (the supplier's authorization for a person to sign the initial tender, a document verifying the tender security for the initial tender);
  - 13.1.3. within the term fixed by the Contracting Authority the supplier fails to submit a clarification or specification of the tender due to the reasons other than material and valid ones due to which the supplier was not able to submit the mentioned documents in due time (such as serious illness, accident or death of the supplier's representative or employee responsible for submission of the clarification);
  - 13.1.4. the supplier has submitted false information and the Contracting Authority is able to prove this fact by any legal means available to it;
  - 13.1.5. in existence of other grounds laid down by the Conditions and Law on Public Procurement.
- 13.2. The supplier shall be immediately informed about rejection of the initial tender by means of the CVP IS.

### 14. NEGOTIATIONS

- 14.1. Once the Contracting Authority has analysed the initial tenders following the procedure set by Item 12 of the Conditions, the Contracting Authority shall invite to negotiate through the CVP IS electronic means. The invitations shall specify the precise time, place of the negotiations and, where necessary, the questions relating to the content of the supplier's tender to be answered by the supplier during the negotiations. The Contracting Authority shall reserve the right to arrange more than one dialogue phases for negotiations. The Contracting Authority shall notify all participants of the negotiations about its decision to organise another dialogue phase for negotiations
- 14.2. The Contracting Authority shall hold the negotiations with each supplier separately following the time sequence of submitting the initial tenders with the CVP IS.
- 14.3. **The Contracting Authority shall have the right to negotiate with the suppliers for all Conditions, including the tender price, other elements of the tender, the provisions of the procurement contract, and technical specifications, except for the compliance of the works, materials and equipment to the standards set by the technical specifications (Annexes C and D to the Conditions) and to the requirements set by the legal acts.**
- 14.4. The basis of the procurement contract may not be changed during the negotiations.
- 14.5. The following conditions shall be followed during the negotiations:
- 14.5.1. The negotiations shall be held with each supplier separately;
  - 14.5.2. No information obtained from the supplier during the negotiations shall be disclosed to the other suppliers or to third persons without the former's consent, also the suppliers shall not be informed about agreements reached with the other suppliers
  - 14.5.3. All of the participants of the negotiations shall be subject to equal requirements, offered equal opportunities and provided with the same information; when submitting the information the Contracting Authority may not discriminate against some suppliers in favour of the others.
- 14.6. The minutes shall be drawn up of the negotiations. The minutes of the negotiations shall be signed by the chairman of the Procurement Commission, commission members who attended the negotiations dialogue and by the authorised representative of the participant with whom the negotiations were held. Before the minutes of the negotiations are signed, the participant of the negotiations shall be given the opportunity to submit remarks and proposals related to the minutes.

14.7. **The supplier may deviate from the results of the negotiations recorded in the minutes only in the cases specified in these Conditions or by improving the tender in favour of the Contracting Authority in further procurement procedures.**

14.8. The tender submitted by the supplier who failed to attend the negotiations without a justified reason shall be rejected. In such case the Contracting Authority shall be entitled to claim for payment of the tender security submitted by it.

14.9. Once the negotiations with the invited suppliers is completed, the Contracting Authority may decide to update (adjust) the technical specifications and/or the procurement contract if that is necessary to enable all interested participants of the negotiations to submit their final tenders under equal conditions. Such updated technical specifications and/or the procurement contract shall be provided to the interested participants of the negotiations together with the invitation to submit the final tender.

## 15. INVITATION TO SUBMIT FINAL TENDERS AND SUBMISSION OF FINAL TENDERS

15.1. Once the negotiations are completed, the Contracting Authority shall invite all participants whose tenders were not rejected to submit their final tenders.

15.2. The invitations to submit final tenders will be sent at the same time by the CVP IS electronic means. The term for the suppliers to submit their final tenders shall be specified in the invitation to submit the final tender. The Contracting Authority shall provide for 7 days' term to submit the final tenders and shall request the suppliers to plan their resources in advance in order to be able to evaluate the technical specifications updated (adjusted) based on the results of the negotiations and/or the procurement contract (if any adjustments are made) during this term and to submit the substantiated final tender.

15.3. The suppliers shall submit their final tenders (part A of the tender containing only technical data of the final tenders submitted **and there must be no information about the final tender prices offered by the suppliers** and part B of the tender containing only the tender prices and the related information) based on tender templates A and B specified in Annex A-3 to the Conditions. Parts A and B of the final tender shall be submitted in separate envelopes generated in the CVP IS electronic means. Parts A and B of the final tenders shall be submitted following the requirements set by Items 9.1-9.10 (except for Item 9.9.3), 9.13 and 9.15-9.17 of these Conditions. **If the supplier fails to submit the information specified in Item 9.9.2 or 9.9.4 in the final tender, the supplier shall be considered to have submitted the same respective information that was indicated in the initial tenders and, where applicable, specified in the minutes of the negotiations. In their final tenders the suppliers shall offer the conditions not worse than those offered in the initial tenders and recorded in the minutes of the negotiations. The final price offered may not be higher than that indicated in the initial tender and, where applicable, the price specified in the minutes of the negotiations (except for the price components that change due to the increased extent of works during the negotiations or due to the requirements directly applied to the works provided by the respective price components).** However, the suppliers shall be entitled to submit in their final tenders the improvements to the supplier's tender conditions recorded in the initial tenders and in the minutes of the negotiations in favour of the Contracting Authority. The final tenders shall be effective for at least the same period as the initial tenders.

15.4. The supplier who submits the final tender shall be entitled to amend its final tender before the end of the term for submitting final tenders without losing the right to guarantee to secure the tender. Such amendment shall be made through the CVP IS electronic means by withdrawing the final tender and submitting a new final tender. After the end of the term for submitting final tenders specified by the Contracting Authority the final tenders cannot be amended or revoked. If the supplier who was invited to submit the final tender fails to do so, this shall be considered a revoked initial tender and the Contracting Authority shall have the right to use the guarantee to secure the tender submitted by such supplier.

## **16. PROCEDURES FOR OPENING ENVELOPES CONTAINING FINAL TENDERS**

16.1. The final tenders submitted by the suppliers through the CVP IS electronic means shall be opened electronically during two meetings of the Procurement Commission. The envelopes with technical data of the final tenders and documents (parts A of the tenders) shall be opened during the first meeting and the envelopes with the specified prices (parts B of the tenders) shall be opened in the second meeting. The Procurement Commission shall be familiarised with the technical data (parts A of the tenders) of the final tenders during the meeting of the Procurement Commission held at the time specified in the invitation to submit final tenders. The meeting shall take place at the following address: AB "Amber Grid", Savanorių pr. 28, Room 220a, Vilnius. The initial presentation of the suppliers' final tenders received by CVP IS means shall be equalled to opening of the envelopes.

16.2. All suppliers who submitted final tenders or their authorised representatives shall have the right to be present during the final tender (parts A and B thereof) opening procedure. The supplier or its authorised representative present at the envelopes opening procedure shall submit a power of attorney or another document to confirm his authorisation to participate in the procedure of opening envelopes containing final tenders (parts A and B thereof). The envelopes shall be opened also in case the suppliers who submitted final tenders or their authorised representatives are not present at the envelopes opening procedure.

16.3. During the procedure of opening the final tenders (parts A of the tenders), the name of the supplier who submitted the final tender as well as the main technical characteristics of the tender shall be announced to the suppliers or their authorised representatives present at the meeting and it shall be announced whether the final tender was submitted by the electronic means specified by the Contracting Authority and signed by a secure electronic signature. This information shall be communicated also to the suppliers who submitted the final tenders and were not present at the meeting but wished to receive the information by CVP IS means. At the request of at least one supplier or its representative present at the procedure of opening the final tenders, all characteristics of the tenders taken into account when evaluating the tenders shall be announced.

16.4. The meeting to announce the final tender prices (parts B of the tenders) may not take place before the Contracting Authority verifies whether the parts of the submitted tenders with the technical data (parts A of the tenders) comply with the requirements set by the Conditions and evaluates the technical data following the requirements set by the Conditions. The Contracting Authority shall communicate the verification and evaluation results of the tenders with the technical data to all interested suppliers through the CVP IS means and shall also specify the place, date and time (hour, minutes) of the second meeting of the Procurement Commission where the final tender prices (parts B of the tenders) shall be announced. If, following the verification and evaluation of the technical data submitted in the first envelope (part B of the tender), the Contracting Authority rejects the supplier's final tender, the Contracting Authority shall not open the second envelope with the offered price (part B of the tender).

16.5. The name of the supplier who submitted the final tender and the price indicated in the final tender shall be announced to the suppliers or their authorised representatives present at the meeting of the Contracting Authority to communicate the final tender prices (parts B of the tenders). In case the price specified in the final tender expressed in figures does not correspond to the price expressed in words, the price given in words shall be deemed correct. This information shall be communicated also to the suppliers who submitted the final tender and were not present at the meeting but wished to receive the information by CVP IS communication means.

16.6. Each of the suppliers or their authorised representatives present at the procedure of opening the envelopes with final tenders shall have the right to personally examine the publicly announced information, however when communicating such information, the Contracting Authority may not disclose the confidential information in the final tender specified as such by the supplier.

16.7. The subsequent final tender analysis, evaluation, and comparison procedures shall be concluded by the Procurement Commission alone, not in the presence of the suppliers or their authorised representatives.

## **17. ANALYSING FINAL TENDERS AND REASONS FOR REJECTION**

17.1. The final tenders shall be analysed and evaluated by the Procurement Commission and, where necessary, by experts employed. The Procurement Commission shall analyse:

17.1.1. whether the final tenders correspond to the requirements set in the Conditions;

17.1.2. whether the prices specified in the final tender are not abnormally low.

17.2. Where the price specified in the final tender is abnormally low, the Procurement Commission shall request the supplier to justify the abnormally low price within a reasonable period of time specified by the Procurement Commission. If the supplier fails to produce the requested justification within the specified period of time or fails to justify the abnormally low price, its final tender shall be rejected. The Contracting Authority shall notify the Public Procurement Office of the reasons for such rejection by making entries in the procurement procedure report.

17.3. If, during the analysis of the final tenders, errors are found in the calculation of the price specified in the final tender, the Contracting Authority shall request the supplier to correct the arithmetic errors observed in the final tender during the specified term without changing the final tender price. By correcting the arithmetic errors specified in the final tender, the supplier shall not have the right to give up the price components or to add new components to the price. In case the supplier fails to correct the arithmetic errors and/or explain the final tender within the term specified by the Contracting Authority, the supplier's final tender shall be rejected as non-compliant with the requirements set in the Conditions.

17.4. If, at the Contracting Authority's request, the supplier submits the explanation or clarification of the arithmetic price calculation errors, of the tender or supporting documents in accordance with the procedure set by the Conditions but fails to eliminate the uncertainties indicated by the Contracting Authority or fails to submit information and documents on all of the indicated issues, the Contracting Authority shall have the right to not apply to the supplier with a repeated request for the explanation or clarification of the final tender or the supporting documents and shall have the right to make the decision to reject the supplier's final tender.

17.5. The analysis and evaluation of the final tenders shall be carried out also in accordance with the requirements set by Item 12.2 and 12.3 of the Conditions.

17.6. The Procurement Commission shall reject the supplier's final tender in the following cases:

17.6.1. the final tender does not comply with the requirements set by the Conditions (requirements for submitting tenders, tender content, etc.);

17.6.2. the supplier fails to specify, supplement or submit the documents to be submitted in line with the final tender as specified in the Conditions (the supplier's authorisation to sign the final tender) within the term set by the Contracting Authority);

17.6.3. the supplier fails to present an explanation about the correction of the arithmetic errors in the price calculation, tender explanation or clarification, justification of an abnormally low price within the term set by the Contracting Authority for other than important and justifiable reasons due to which the supplier was unable to submit the above mentioned documents in time (e.g. serious disease, accident or death of the supplier's representative or employee responsible for the presentation of such explanation);

17.6.4. the prices offered by all candidates, whose final tenders were not rejected for other reasons, were too high and not acceptable to the Contracting Authority;

17.6.5. the supplier submitted false information and the Contracting Authority is able to prove it by any legal means accessible thereto;

17.6.6. other grounds exist that are provided by the Conditions or by the Law on Public Procurement.



17.7. The supplier shall be informed without delay about the rejection of its final tender through the CVP IS electronic means.

## 18. EVALUATION OF FINAL TENDERS

18.1. **The final tenders that are not rejected** by the Contracting Authority on the grounds of Item 17 of the Conditions shall be evaluated according to the criterion of the most economically advantageous tender. The tenders shall be evaluated VAT excluded for comparison purposes only.

18.2. The final tenders shall be evaluated according to below-listed evaluation criteria:

No.	Criterion	Possible score	Comparative weight in the evaluation
1.	Price (P)		X = 85
2.	Project management plan efficiency (K)	$L_1 - 100$	Y = 15
<b>Amount:</b>			<b>100</b>

18.3. The evaluation of the final tenders (S) shall be calculated by adding the score of the supplier's tender price (P) to the efficiency of the project management plan (K):

$$S = P + K;$$

18.4. The score of the tender price (P) shall be calculated by multiplying the ratio of the lowest offered price ( $P_{\min}$ ) to the evaluated tender price ( $P_p$ ) by the comparative weight of the price (X):

$$P = \frac{P_{\min}}{P_p} \cdot X;$$

18.5. The score under the criterion of the project management plan efficiency (K) shall be calculated by multiplying the evaluation values of the evaluated tender criterion ( $K_p$ ), which is considered to be the arithmetic average of the evaluation score given by the expert evaluation, to the criterion's best evaluation value among all evaluated tenders ( $K_{\max}$ ) by the criterion's comparative weight (Y):

$$K = \frac{K_p}{K_{\max}} \cdot Y;$$

18.6. The aim of the project management plan efficiency (K) criterion is to evaluate the efficiency of the management plan of the performance of works offered by the supplier. In line with the tender the supplier shall submit the project management plan indicating at least the supplier's offered specialists that must specify all specialists listed in the request, the suitability of the specialists to perform the functions assigned thereto, and the value attached to the performance of the works, distribution of the works and functions among the specialists and the grounds for such distribution, motivated benefits of the offered specialists team management to the Contracting Authority, explanation of how the required qualifications will be ensured during the performance of all works, which of the offered specialists will be working at which time, terms and in which phases (by also submitting the schedule for performance of the works) and the motivation of the benefits of such plan for the performance of the work and of the works for the efficient management of the procurement contract. It shall also indicate how the supplier will fulfil the procurement contract, what measures will be taken to manage the risk that could have impact on the proper fulfilment of the procurement contract to ensure good-quality works, performance of HDD works

and the risks arising in the course of performance thereof (the part of these works is defined in Item 9.9.2.2.6), compliance with time limits, how the financing of the works performance will be ensured in view of the periods of payments receivable from the contracting authority for the properly performed works, and other issues relating to proper fulfilment of the procurement contract. The project management plan shall also provide other information specified in Item 9.9.2 of the Conditions. The evaluation of this criterion shall be carried out and the evaluation value shall be established by expert valuation approach. The evaluations shall be given in accordance with the following valuation scale:

**18.6.1. Unsatisfactory** – (0 points). In its project management plan the supplier does not offer the specialists specified in the request, the schedule for performance of the works is not submitted or such schedule does not clarify the phases, sequence, terms of the performance of the works, also no schedule for the performance of HDD works is submitted, the sequence for the performance of HDD works is not signed, no specialists and equipment are specified, no description is given of how the related risks will be managed, including those provided in Item 9.9.2.2.6, or no risks are indicated that could have impact on the proper fulfilment of the purchase agreement and measures to control such risks, no works financing schedule is submitted;

**18.6.2. Weak** – (1-25 points). In its project management plan the supplier gives a brief indication of the offered team of specialists containing all specialists specified in the request. The suitability of the specialists' team to perform the functions assigned thereto is described in an abstract way, the value of their particular candidatures to the performance of the works is not clear, the distribution of the works and functions among the specialists and/or the reason for the particular distribution is not clear. It is not clear how the team of the specialists will be managed and/or what benefit will be offered to the Contracting Authority by such particular management. It is not clear which specialist will be working at what time, terms and in what phases, the schedule for the performance of the works is not clear, abstract, it is not clear how the efficient performance of the procurement contract will benefit from such particular performance of the works. It is specified in an incomplete and abstract way how the supplier will be performing the pipeline construction works in the horizontal directional drilling (HDD) sectors, there are some inadequacies in the evaluation of the sequence of the works, the suitability of the specialists selected to perform these works is not clearly justified. The description of how the risks specified in Item 9.9.2.2.6 will be managed is not clear, no other possible risks and their management are identified. The risk related to the proper fulfilment of the procurement contract is specified in an incomplete and abstract way, it is not clear how the risk related to the quality of works and compliance with time-limits will be managed, no other risk management measures are specified, it is not clear how the contingency risk will be managed. The submitted works financing schedule is unclear, abstract and does not give a completely clear description of how and from what funds the works will be financed or it does not ensure proper financing of the works during the entire procurement contract fulfilment period, it is not clear how the financing of the works correlates with the payments receivable from the Contracting Authority for the performed works;

**18.6.3. Moderate** – (26-50 points). In its project management plan the supplier specified the team of specialists offered with all of the specialists indicated in the request. The suitability of the specialists' team to perform the assigned functions in due time and manner is described in brief but the value of their particular candidatures to the performance of the works is not clear. The distribution of the works and functions among the specialists is specified and/or a brief reasoning for the particular distribution is provided. It is indicated how the team of the specialists will be managed and a brief summarised indication is given of the benefit to be offered to the Contracting Authority by such particular management. It is indicated which specialist will be working at what time, within what terms and in what phases but the schedule for the performance of the works is not completely clear and precise, a brief or not completely clear explanation is provided of how the efficient performance of the procurement contract will benefit from such particular performance of the works. The description is provided of how the HDD works will be performed

with the specified specialists to be employed in each sector who are sufficiently qualified for the performance of these works, the sequence of the works, machinery to be used, with a detailed description of how the risks specified in 9.9.2.2.6 will be managed. The description is provided of how the supplier will fulfil the procurement contract, also how the risk related to the proper fulfilment of the procurement contract will be managed, the instruments to manage the risk related to the quality of the works and delays, and how the contingency risk will be managed. The submitted works financing schedule sets out in general terms or explains how and from what funds the performance of the works will be financed but does not provide a completely clear explanation of how proper financing of the works will be ensured during the entire period of the procurement contract performance only by disclosing in very general terms how the financing of the works correlates with the payments receivable from the Contracting Authority for the performed works;

**18.6.4. Good – (51-75 points).** The supplier specified the team of the specialists offered including all of the specialists indicated in the request. The suitability of the specialists' team to perform the assigned functions is described in a clear and justified manner, including the value of their particular candidatures to the performance of the works, the distribution of the works and functions among the specialists is specified and/or a clear reasoning for the particular distribution is provided. It is clearly indicated how the team of the specialists will be managed and the benefit to be offered to the Contracting Authority by such particular management is specified. It is indicated which specialist will be working at what time, within what terms and in what phases, the schedule for the performance of the works is clear and precise, a clear explanation is provided of how the efficient and proper performance of the procurement contract will benefit from such particular performance of the works. It is described clearly and consistently how the supplier will be fulfilling the procurement contract. Clear and complete description is provided of the terms and phases in which the supplier will perform the HDD works with the reasons indicated for such choice, the specified specialists have sufficient qualification and competence to perform longer HDD drills, all of the machinery is specified with the reasons for the choice of such machinery indicated, a clear and complete description is given of how the risks provided in Item 9.9.2.2.6 will be managed, other possible risks are identified with their management described. Clear and detailed description is given of how the supplier will manage the works quality, delays and contingency risks and also other risk that could have material impact on the performance of the procurement contract is identified, the management instruments of such risks are clearly indicated in detail. The submitted schedule of the works financing provides a clear indication and justification of how and from what funds the performance of the works will be financed, a clear explanation of how proper financing of the works will be ensured during the entire performance period of the procurement contract by clearly showing how the financing of the works correlates with the payments receivable from the Contracting Authority for the performed works;

**18.6.5. Excellent – (76-100 points).** The supplier specified the team of the specialists offered including all of the specialists indicated in the request. The suitability of the specialists' team to perform the assigned functions is described clearly and completely, including the value of their particular candidatures to the performance of the works, the distribution of the works and functions among the specialists is specified and a clear reasoning of the particular distribution is provided, and an explanation is provided of how this will contribute to the performance of the procurement contract to provide more benefit to the Contracting Authority than minimally required. It is clearly indicated how the team of the specialists will be managed and the benefit to be offered to the Contracting Authority by such particular management is specified completely and precisely. It is indicated which specialist will be working at what time, within what terms and in what phases, the schedule for the performance of the works is clear, detailed and precise and with clearly reasoned terms, and a clear explanation is provided of how such particular performance of the works will ensure the performance of the procurement contract in a more efficient way than minimally required. Clear and consistent description is provided of how the

supplier will fulfil the purchase agreement by providing the reasons for such performance efficiency. Clear, complete, detailed and reasoned description is provided of the phases of the HDD works with a detailed description of the team of specialists, their qualification and competence to perform the HDD works, the added value in choosing such team, the machinery and materials to be used, the reasons for choosing them and explanation of the efficiency of such choice with clear and detailed illustrations by particular examples, a description is provided of how the risks specified in Item 9.9.2.2.6 will be managed as well as other risks provided by the supplier. Clear and detailed description is given of how the supplier will manage the works quality, delays and contingency risks, and not only other risk that could have material impact on the performance of the procurement contract is identified but also other risk that could have impact on the fulfilment of the procurement contract or on the benefit obtained from the result of the works under the procurement contract is provided in detail and the management instruments of such risks are clearly indicated in detail and justified, thereby the requirements to the procurement contract or regular standards for the fulfilment of the purchase agreement are exceeded considerably. The submitted schedule of the works financing provides a clear and detailed indication and justification of how and from what funds the performance of the works will be financed, how proper financing of the works will be ensured during the entire performance period of the procurement contract, and how the financing of the works correlates with the payments receivable from the Contracting Authority for the performed works, and a clear reasoning is given of how such particular financing will ensure a more efficient fulfilment of the procurement contract than minimally required.

18.7. The project management plan may not exceed 50 pages (in Calibri or equivalent font, font size 11, minimum 2 cm margins, minimum single spacing between lines and paragraphs). This number of pages does not include the certificates submitted with the project management plan, documents confirming compliance with the set standards and similar documents or sheets of materials.

## **19. ORDER OF TENDERS AND DECISION ON CONTRACT AWARD**

19.1. Following the procedure established by the Conditions and the tender evaluation criteria the Contracting Authority shall analyse, evaluate and compare the final tenders submitted and shall establish the order of tenders (except for the case where the final tender is submitted by only one supplier). The final tenders in this order shall be ranked in the descending order of economic advantage (economic advantage evaluation points given). If a few final tenders have the same economic advantage when establishing the order of tenders the supplier whose final tender has been submitted earlier by CVP IS electronic means shall be ranked in a higher position in this order. The first tender included in the order of tenders shall be recognized as successful.

19.2. The Procurement Commission immediately, but not later than within 5 working days, shall notify all the interested participants of the taken decision to conclude the procurement contract, the successful final tender and the postponement period for concluding the procurement contract by CVP IS electronic means. If it has been decided not to conclude the procurement contract (start a new procurement procedure), the notice shall indicate the reasons for such decision.

19.3. If all final tenders submitted are not suitable (do not meet the requirements of the Conditions which are necessary to satisfy the needs of the Contracting Authority), before approval of the order of final tenders and after notification given to all the interested participants the Contracting Authority shall be entitled to terminate the procurement procedures and without making material changes in the Conditions to start new procurement procedures by way of negotiations without publication of a contract notice with the suppliers that have met the set minimum qualification requirements and submitted the final tenders.

19.4. The Contracting Authority shall give a proposal to conclude the procurement contract to the participant whose final tender has been recognized as successful. The participant shall be invited to

conclude the contract by a written notice. Such participant shall immediately confirm to the Contracting Authority in writing whether or not he agrees to sign the procurement contract. The successful participant must sign the procurement contract within the time limit indicated by the Contracting Authority or within other time limit agreed between both parties. The time for signing the contract may be set by a separate notice or may be indicated in the notice of successful tender.

19.5. The procurement contract shall be concluded immediately, but not earlier than expiry of the postponement period (the period of 15 days from dispatch of the notice of the decision to conclude the contract). The postponement period may be eliminated where the only interested participant is the one with whom the procurement contract is concluded and there are no other interested candidates.

19.6. If the supplier who has been given a contract proposal refuses to conclude the procurement contract in writing, fails to sign the procurement contract by the indicated time (or other time agreed by the parties), refuses to conclude the procurement contract under the provisions laid down in the Conditions and the final tender, or has failed to present security for the performance of the procurement contract within the time limit set in the procurement contract, such supplier shall be considered to have refused the award of the procurement contract. In such event he loses the tender security, and the Contracting Authority shall propose the contract to the supplier whose final tender in the approved order of final tenders is next after that of the supplier who refused to conclude the procurement contract.

19.7. The Contracting Authority, upon receipt of the supplier's request submitted by CVP IS means, shall immediately, but not later than within 15 days from the day of receipt of the request, notify:

19.7.1. the supplier who has submitted the request – of the reasons for rejecting his request;

19.7.2. the supplier whose final tender has not been rejected – of the characteristics of the successful final tender and relative advantages due to which this final tender has been recognized as the best tender and of the names of the supplier who has submitted this tender;

19.7.3. the supplier whose tender has been rejected – of the reason for rejection, as well as of the reasons due to which the decision was taken on inequality or failure to meet the requirements raised for the submitted tender in the Conditions.

19.8. In the case specified in Item 19.6 of these Conditions the Contracting Authority cannot disclose such information where its disclosure would be contrary to the legal acts, would harm the public interests and the legitimate commercial interests of the suppliers or would preclude fair competition, as well as such information that was indicated as confidential by the supplier (except for the cases where such information cannot be considered as confidential in accordance with the requirements contained in the applicable legal acts).

## **20. PROCUREMENT CONTRACT**

20.1. The procurement contract to be concluded with the successful supplier shall be compliant with the draft procurement contract provided in Annex B of these Conditions (if needed, to be adjusted during negotiations), other requirements contained in these Conditions and in the final tender of the successful supplier.

## **21. EXPLANATIONS TO THE CONDITIONS**

21.1. The supplier may submit a request through CVP IS means that the Contracting Authority explains (clarifies) the Conditions. The Contracting Authority will reply to each request to explain the Conditions submitted by the supplier through CVP IS means, if such request is received not later than 9 days before the expiry of the time limit for submission of requests or initial tenders, or 4 days before the expiry of the time limit for submission of final tenders.

21.2. The Contracting Authority shall reply to the received request to explain the Conditions not later than within 6 days from the day of receipt of such request. The Contracting Authority when it publishes

the explanations to the Conditions shall not disclose from whom it has received the request to present an explanation to the Conditions.

21.3. Until the expiry of the time limit for submission of requests or tenders the Contracting Authority shall have the right to explain (clarify) the Conditions on its own initiative. Such explanations (clarifications) shall be announced by the Contracting Authority in CVP IS not later than 6 days remaining to the expiry of the time limit for submission of requests or tenders. In the case where the published information is to be clarified the Contracting Authority shall respectively clarify the announcement and, if needed, shall extend the time limit for submission of requests or tenders for a period based on the criterion of reasonableness within which the suppliers could take into account the explanations (clarifications) when drawing up requests or tenders.

21.4. The Contracting Authority shall have the right to postpone the time limits for submission of requests or tenders with a notice given to the suppliers through CVP IS means.

## **22. PROCEDURE FOR EXAMINATION OF CLAIMS AND COMPLAINTS**

22.1. The supplier who believes that the Contracting Authority has not complied with the requirements of the Law on Public Procurement and has violated or will violate his lawful interests, in the manner set out in Chapter V of the Law on Public Procurement may apply to the regional court as the court of the first instance regarding:

22.1.1. revocation or change of the Contracting Authority's decisions incompliant with the requirements of the Law of Public Procurement;

22.1.2. compensation for damages;

22.1.3. recognition of the procurement contract as invalid;

22.1.4. imposition of alternative sanctions;

22.1.5. recognition of the contract termination as unlawful.

22.2. With the intention to dispute the decisions or actions of the Contracting Authority prior to the conclusion of the procurement contract the supplier shall primarily submit a claim to the Contracting Authority in the manner set in Chapter V of the Law on Public Procurement. The decision taken by the Contracting Authority after analysing the supplier's claim may be appealed against in the manner set in Chapter V of the Law on Public Procurement.

22.3. The supplier shall have the right to submit a claim to the Contracting Authority, file an application or a claim with the court (except a claim for recognition of the procurement contract as invalid):

22.3.1. within 15 days from the day of dispatch of a written notice given by the Contracting Authority to the suppliers of its decision;

22.3.2. within 10 days from the day of announcing the decision taken by the Contracting Authority provided that the Law on Public Procurement does not contain the requirement to notify the suppliers in writing of the decision taken by the Contracting Authority.

22.4. The supplier shall have the right to file a claim for recognition of the procurement contract as invalid within 6 months from the day of conclusion of the procurement contract.

22.5. The Contracting Authority shall analyse only those claims of the suppliers which have been received before the day of conclusion of the procurement contract. The Contracting Authority may leave unanalysed a repeated claim of the same supplier, i.e. the claim regarding the issues that have been analysed by the Contracting Authority, as well as claims submitted after the expiry of the set time limits. In the latter case, regardless of the reply given by the Contracting Authority to the supplier who has filed a claim, it shall be considered that the supplier has failed to properly and duly take advantage of a pre-trial dispute resolution procedure.

22.6. After the receipt of a claim the Contracting Authority shall immediately suspend procurement until the claim is fully examined and a decision is taken. The Contracting Authority cannot conclude the procurement contract earlier than after 15 days from the day of dispatch of a written notice of the

decision taken by it to the supplier who has filed the claim, interested candidates and interested participants.

22.7. The Contracting Authority must analyse the claim and take a reasoned decision not later than within 5 working days from the receipt of the claim, and notify of the taken decision the supplier who has filed the claim, interested candidates and interested participants not later than on the next working day, as well as inform them about the change of the previously notified time limits for procurement procedures.

22.8. If the Contracting Authority fails to examine the claim submitted to it within the established time limit, the supplier shall have the right file a claim with the court within 15 days from the day on which the Contracting Authority had to notify the supplier who has filed the claim, interested candidates and interested participants in writing of the taken decision.

22.9. After filing an application or a claim with the court the supplier must immediately, but not later than within 3 working days, provide the Contracting Authority by fax, electronic means or against signature via courier a copy of the application or the claim with the date of receipt stamp or other evidence of their receipt by the court.

22.10. If due to filing the supplier's application or claim with the court the time limits for procurement procedures previously notified to the suppliers are extended the Contracting Authority shall send notices to the suppliers and shall indicate the reasons for extension of the time limits.

22.11. After becoming aware of the court decision regarding the supplier's application or claim the Contracting Authority shall immediately inform in writing the interested candidates and interested participants about the decisions taken by the court.

22.12. In the manner set in the Code of Civil Procedure the Contracting Authority shall have the right to demand compensation for losses incurred due to an unfairly filed unfounded claim or deliberate act against fair and efficient examination and resolution of the case, as well as demand from the supplier to compensate for losses incurred by it due to temporary preventive measures imposed at the request of the claimant.



**Annex A-1 to Procurement  
Conditions  
No 1-LIN(Works)/2016**

Coat-of-arms/trademark

(The name of the supplier)

(Legal form, registered address and contact information of the legal entity, the name of the register where information about the supplier is filed and stored, legal entity registration number, VAT registration number [provided that the legal entity is a VAT payer])

**AB Amber Grid**

**REQUEST**

**TO PARTICIPATE IN THE NEGOTIATED PROCEDURE WITH PUBLICATION OF A CONTRACT NOTICE FOR THE PROCUREMENT OF CONSTRUCTION WORKS OF THE SECTION OF THE GAS INTERCONNECTION POLAND-LITHUANIA LOCATED IN THE TERRITORY OF THE REPUBLIC OF LITHUANIA**

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Place of signature)

Name of the supplier, registration number ( <i>if the tenderer is a group of economic operators, the names and registration numbers of all economic operators must be specified</i> )	
Address of the supplier ( <i>if the tenderer is a group of economic operators, the addresses of all economic operators must be specified</i> )	
Position, name and surname of the person responsible for the request	
Tel.:	
Fax:	
E-mail:	

1. We hereby declare our intent to participate in the negotiated procedure with publication of a contract notice published in the Central Public Procurement Information System on ..... 2016, procurement No ....., and the Supplement to the Official Journal of the European Union (OL/S) 2016/S ..... on ..... 2016.

2. By this request we also state that we meet all requirements for suppliers specified in the contract notice and in the conditions of the negotiated procedure with publication of a contract notice, and we hereby submit information about our qualification and the qualification questionnaire the

requirements of which are provided in the contract notice and in the conditions of the negotiated procedure with publication of a contract notice.

3. We submit the following documents attached to the request:

Item No	Submitted document	Number of pages in the document

4. By signing this request with a secure electronic signature I hereby certify that the digital copies of documents are their true copies.

5. \*\* Compliance with the minimum qualification requirements laid down in the contract documents is based on the capacity of the following subsuppliers:

Item No	Name of the subsupplier	Lot of the procurement object to be subcontracted to subsuppliers	Share of obligations (percentage) to be subcontracted to subsuppliers

\*\* To be completed if the capacity of the subsuppliers is relied on to prove compliance with the minimum qualification requirements laid down in the contract documents.

6. \*\*\* This request also contains confidential information (documents containing confidential information shall be attached separately):

Item No	Submitted document	Document is uploaded in this row of the CPP IS tender window ("Attached documents" or "Qualification questions" to the reply to the question)

\*\*\* To be completed, if confidential information is provided.

\* To complete this form, the supplier must provide all the information requested above. If the supplier deletes the provisions of the form, with the exception of clauses 5 and 6, its request will be rejected. The supplier may leave clauses 5 and 6 blank or delete them. If the supplier leaves clauses 5 and/or 6 blank or deletes them, it shall be deemed not to rely on the capacities of subsuppliers in proving its compliance with the established minimum qualification requirements/the request contains no confidential information.

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(The full name and signature of the supplier or its authorised representative)

L.S.

**MINIMUM QUALIFICATION REQUIREMENTS**

1.1. A supplier wishing to take part in the procurement and be invited to tender must meet the following general qualification requirements and provide the following documents proving its compliance with the qualification requirements:

**Table 1. General minimum qualification requirements for suppliers**

Item No	Qualification requirements	Documentary evidence of compliance with qualification requirements
1.1.1.	<p>The supplier (a natural person) or the chief executive of the supplier (a legal person) or a general partner of a general partnership authorised on behalf of the legal person to enter into transactions, and the accountant(s) or other person(s) authorised to execute and sign the supplier's accounting documents, has no unexpired or non-repealed criminal conviction, in the course of the past 5 years, no court judgement has been passed or has come into effect in respect of the supplier (a legal person) for the participation in, organisation or commanding of a criminal association, for a bribery, bribery or tampering of the supplier's intermediary, fraud, the use of a credit, loan or an earmarked support not according to its purpose, credit fraud, failure to pay taxes, submission of false data on the income, profit or property, failure to submit a return, report or any other document, the acquisition or disposal of a property that came into possession by virtue of criminal activities, or legalization of moneys or property acquired by way of criminal activities; a foreign supplier shall not have been convicted by any effective court judgement of the crimes defined in the legal acts of the European Union listed in Article 45(1) of Directive 2004/18/EC of the European Parliament and of the Council of 31</p>	<p>An extract from a court judgement or a document issued by the Information Technology and Communications Department under the Ministry of the Interior or the State Enterprise Centre of Registers following the procedure established by the Government of the Republic of Lithuania, which certifies aggregate data managed by the competent authorities, or a document* issued by a relevant foreign authority not earlier than 60 days before the deadline for the submission of requests. If such document is issued earlier, yet it is valid for the period exceeding the deadline for the submission of requests, such document shall be accepted. <i>The reply shall be provided through the CPP IS together with digital copies of documents.</i></p>

Item No	Qualification requirements	Documentary evidence of compliance with qualification requirements
	March 2004 on the coordination of procedures for the award of public works contracts, public supply contracts and public service contracts.	
1.1.2	The supplier who is a natural person or a member of the supplier that is a legal entity with the majority vote at the meeting of members of the legal entity has no record of criminal bankruptcy which has not yet expired or expunged.	<p>An extract from a court judgement or a document issued by the Information Technology and Communications Department under the Ministry of the Interior or the State Enterprise Centre of Registers following the procedure established by the Government of the Republic of Lithuania, which certifies aggregate data managed by the competent authorities, or a document* issued by a relevant foreign authority not earlier than 60 days before the deadline for the submission of requests. If such document is issued earlier, yet it is valid for the period exceeding the deadline for the submission of requests, such document shall be accepted during the period of its validity.</p> <p><b>These documents shall not be provided if:</b></p> <ul style="list-style-type: none"> <li>a) the supplier who is a natural person or a member of the supplier that is a legal entity with the majority vote at the meeting of members of the legal entity cannot be convicted for criminal bankruptcy under the law applicable to them;</li> <li>b) neither member of the supplier has the majority in the meeting of the members of the legal entity.</li> </ul> <p><b>In such cases, the supplier shall provide documents proving the existence of the specified basis.</b></p> <p><i>The reply shall be provided through the CPP IS together with digital copies of documents.</i></p>
1.1.3.	<p>The supplier has fulfilled its obligations relating to the payment of taxes, including social security contributions, in accordance with the legal provisions of the country wherein the supplier is registered or of the country of the Contracting Authority.</p> <p>The supplier shall be deemed to have no outstanding obligations in relation to the payment of taxes, including social security contributions, if the amount of its outstanding obligations is lower than EUR 50.</p>	<p>A document issued by the State Tax Inspectorate or by the State Enterprise Centre of Registers following the procedure established by the Government of the Republic of Lithuania, which certifies aggregate data managed by the competent authorities, or a document issued by a relevant foreign authority not earlier than 60 days before the deadline for the submission of requests. If such document is issued earlier, yet it is valid for the period exceeding the deadline for the submission of requests, such document shall be accepted.</p> <p>Concerning obligations related to social insurance contributions:</p> <ul style="list-style-type: none"> <li>a) If the supplier is a legal entity registered in</li> </ul>

Item No	Qualification requirements	Documentary evidence of compliance with qualification requirements
		<p>the Republic of Lithuania, it is not required to provide any documentary proof of fulfilment of its obligations related to social insurance contributions. The Contracting Authority shall check the relevant data on the fulfilment of obligations in the information system of the State Social Insurance Fund Board on the date of review of requests;</p> <p>b) If the supplier is a natural person registered in the Republic of Lithuania, he shall submit a document issued by a territorial division of the State Social Insurance Fund Board or any other institution of the State Social Insurance Fund related to the administration of the State Social Insurance Fund, or a document issued by State Enterprise Centre of Registers in accordance with the procedure established by the Government of the Republic of Lithuania, which certifies aggregate data managed by the competent authorities;</p> <p>c) If the supplier is a natural person or a legal entity registered in another country, he shall submit a certificate issued by a competent public authority of the country of registration of the supplier.</p> <p>The documents specified in this clause must be issued not earlier than 60 days before the deadline for the submission of requests. If the documents are issued earlier, yet they state that they shall be valid on the date of the scrutiny of the requests, such documents shall be accepted.</p> <p><i>The reply shall be provided through the CPP IS together with digital copies of documents.</i></p>
1.1.4.	<p>The supplier is entitled to be the manager of construction of a structure of exceptional significance and build (install) transmission gas pipelines and their installations.</p> <p>Structures: Engineering and utility networks: gas;</p> <p>Area of construction works: construction of gas networks.</p>	<p>A certificate of state enterprise Building Production Certification Centre or the Ministry of Environment of the Republic of Lithuania or, in the case of a foreign supplier, documents issued by the authorities of the state concerned and confirming an equivalent qualification as well as the certificate of state enterprise Building Production Certification Centre on the recognition of the above-mentioned documentary proof of qualification in the Republic of Lithuania.</p> <p><i>The reply shall be provided through the CPP IS together with digital copies of documents.</i></p>

Item No	Qualification requirements	Documentary evidence of compliance with qualification requirements
1.1.5.	The supplier is entitled to carry out the following construction works necessary for the construction of a structure of exceptional significance: electrical engineering (including process control and automation, distance communication (telecommunications), alarm systems, general construction works (including earthworks), installation of engineering systems of a structure, geodetic investigations, land reclamation, archaeological study.	Certificates of state enterprise Building Production Certification Centre or the Ministry of Environment of the Republic of Lithuania (or other authorities of the Republic of Lithuania) or other documentary proof of qualification or, in the case of a foreign supplier, documents issued by the authorities of the state concerned and confirming an equivalent qualification as well as the certificate of state enterprise Building Production Certification Centre on the recognition of the above-mentioned documentary proof of qualification in the Republic of Lithuania. <i>The reply shall be provided through the CPP IS together with digital copies of documents.</i>
1.1.6.	The supplier is entitled to carry out repairs and testing of a transmission gas pipeline.	A certificate of the State Energy Inspectorate under the Ministry of Energy of the Republic of Lithuania entitling to repair and test natural gas transmission pipelines. <i>The reply shall be provided through the CPP IS together with digital copies of documents.</i>

*\*If the supplier cannot submit the above documents because such documents are not being issued in a respective country or documents issued in that country fail to cover all the requirements in question, the supplier must then submit a sworn or solemn declaration of the supplier.*

1.2. A supplier wishing to take part in the procurement and be invited to tender must meet the following requirements for its economic and financial standing and provide the following documents proving its compliance:

**Table 2. Requirements for economic and financial standing**

Item No	Qualification requirements	Documentary evidence of compliance with qualification requirements
1.2.1.	During the last 3 (three) financial years or, where the supplier has operated for less than 3 (three) financial years, during the period from the date of the registration the average net profit of the supplier is positive. The values of every year are summed up over the entire specified period.	The audited income statements of the last 3 financial years approved by the signature of the supplier's chief executive or authorised person (if the company has operated for less than 3 financial years, it shall submit the data from the date of its registration) with the independent auditor's report or the relevant documents of the country of registration of the supplier. <i>The reply shall be provided through the CPP IS together with digital copies of documents.</i>
1.2.2.	The critical liquidity ratio (ratio of current assets and inventories to current liabilities) of the last financial year of the supplier (the main partner in the case of a group of economic operators) must be at least 0.5. If	The balance sheet of the last year approved by the chief executive and senior financial officer (accountant) of the supplier or the relevant document of the country of registration of the supplier. <i>The reply shall be provided through the CPP IS</i>

Item No	Qualification requirements	Documentary evidence of compliance with qualification requirements
	current liabilities are equal to 0, the supplier shall be deemed to meet the established critical liquidity requirement.	<i>together with digital copies of documents.</i>

1.3. A supplier wishing to take part in the procurement and be invited to tender must meet the following technical and professional capacity requirements and provide the following documents proving its compliance:

**Table 3. Requirements for technical and professional capacity**

Item No	Qualification requirements	Documentary evidence of qualification
1.3.1.	<p>In the last 5 years or during the period from the date of registration of the supplier (if the supplier has operated for less than 5 years), the supplier must have duly performed at least one agreement under which it built at least one transmission gas pipeline measuring at least 700 mm in pipeline diameter and at least 30 km in length, in accordance to the requirements of the EU / EEA or equivalent valid normative documents regulating the performance of works.</p> <p><b>Note:</b> compliance with this qualification requirement can also be proved by the agreement whose beginning does not fall within the specified period of 5 years but the end falls within the specified period of 5 years.</p>	<p>A list of works successfully completed by the supplier in the last 5 years or the period from the date of registration of the supplier (if the supplier has operated for less than 5 years) with certificates of clients.</p> <p>The certificates must specify exactly which works were carried out and the volume of works, date and place of works and whether the works were carried out properly, i.e. on time and according to the requirements of the agreement and applicable EU / EEA or equivalent valid normative documents regulating the performance of works. A joint list of agreements specified in clauses 4.3.1–4.3.4 of the Terms may be submitted provided that it clearly identifies which agreement proves compliance with each of these minimum qualification requirements.</p> <p><i>The reply shall be provided through the CPP IS together with digital copies of documents.</i></p>
1.3.2.	<p>In the last 5 years or during the period from the date of registration of the supplier (if the supplier has operated for less than 5 years), the supplier must have duly performed at least one agreement under which it installed or reconstructed at least 2 linear valves of the transmission gas pipeline measuring at least 700 mm in diameter, in accordance to the requirements of the EU / EEA or equivalent valid normative documents regulating the performance of works.</p> <p><b>Note:</b> compliance with this qualification requirement can also be</p>	<p>A list of works successfully completed by the supplier in the last 5 years or the period from the date of registration of the supplier (if the supplier has operated for less than 5 years) with certificates of clients.</p> <p>The certificates must specify exactly which works were carried out and the volume of works, date and place of works and whether the works were carried out properly, i.e. on time and according to the requirements of the agreement and applicable EU / EEA or equivalent valid normative documents regulating the conduct of works. A joint list of agreements specified in clauses 4.3.1–4.3.4 of the Terms may be submitted provided that it clearly identifies which</p>



Item No	Qualification requirements	Documentary evidence of qualification
	<p>proved by the agreement whose beginning does not fall within the specified period of 5 years but the end falls within the specified period of 5 years.</p>	<p>agreement proves compliance with each of these minimum qualification requirements.  <i>The reply shall be provided through the CPP IS together with digital copies of documents.</i></p>
1.3.3.	<p>In the last 5 years or during the period from the date of registration of the supplier (if the supplier has operated for less than 5 years), the supplier must have duly performed at least one agreement under which it built or reconstructed (in accordance to the requirements of the EU / EEA or equivalent valid normative documents regulating the performance of works):            (a) at least 1 (one) gas metering and gas pressure reducing station, or            (b) a gas distribution station (the works performed at the gas distribution station must cover gas filtration, commercial metering and pressure/flow control installations and the works of reconstruction or installation of their automation, electrical engineering, data transmission systems).  <b>Note:</b> compliance with this qualification requirement can also be proved by the agreement whose beginning does not fall within the specified period of 5 years but the end falls within the specified period of 5 years.</p>	<p>A list of works successfully completed by the supplier in the last 5 years or the period from the date of registration of the supplier (if the supplier has operated for less than 5 years) with certificates of clients.            The certificates must specify exactly which works were carried out and the volume of works, date and place of works and whether the works were carried out properly, i.e. on time and according to the requirements of the agreement and applicable EU / EEA or equivalent valid normative documents regulating the conduct of works.            A joint list of agreements specified in clauses 4.3.1–4.3.4 of the Terms may be submitted provided that it clearly identifies which agreement proves compliance with each of these minimum qualification requirements.  <i>The reply shall be provided through the CPP IS together with digital copies of documents.</i></p>
1.3.4.	<p>In the last 5 years or during the period from the date of registration of the supplier (if the supplier has operated for less than 5 years), the supplier must have duly performed at least one agreement under which it built, in accordance to the requirements of the EU / EEA or equivalent valid normative documents regulating the performance of works, at least 1 (one) section of the pipeline measuring at least 700 mm in diameter and at least 500 m in length using the horizontal directional drilling (HDD) method.</p>	<p>A list of works successfully completed by the supplier in the last 5 years or the period from the date of registration of the supplier (if the supplier has operated for less than 5 years) with certificates of clients.            The certificates must specify exactly which works were carried out and the volume of works, date and place of works and whether the works were carried out properly, i.e. on time and according to the requirements of the agreement and applicable EU / EEA or equivalent valid normative documents regulating the conduct of works.            A joint list of agreements specified in clauses 4.3.1–4.3.4 of the Terms may be submitted</p>

Item No	Qualification requirements	Documentary evidence of qualification
	<p><b>Note:</b> compliance with this qualification requirement can also be proved by the agreement whose beginning does not fall within the specified period of 5 years but the end falls within the specified period of 5 years.</p>	<p>provided that it clearly identifies which agreement proves compliance with each of these minimum qualification requirements.  <i>The reply shall be provided through the CPP IS together with digital copies of documents.</i></p>
1.3.5.	<p>The supplier must propose at least the following specialists:</p>	<p>A list of specialists specifying the experience of specialists and its description together with the documents specified below in this clause 1.3.5.  <i>The reply shall be provided through the CPP IS together with digital copies of documents.</i></p>
1.3.5.1.	<p>At least one manager of construction of a structure of exceptional significance qualified in the area of construction of transmission gas pipelines and their installations (Structures: Engineering and utility networks: gas) and having at least 5 years of experience in construction or reconstruction of transmission gas pipelines and their installations.  <i>Manager(s) of construction must have a good command of the Lithuanian language (be fluent both in writing and speaking) (the level of understanding, speaking and writing must be at least equivalent to C1 level specified in the Europass Language Passport). If the manager does not know the Lithuanian language, the requirement must be met by providing for the interpretation and translation services. The translation / interpretation costs must be included in the total price quotation.</i></p>	<p>Required documents:  (1) Certificates of state enterprise Building Production Certification Centre or the Ministry of Environment of the Republic of Lithuania issued to the specialists or other documentary proof of qualification issued by the authorities of a foreign state as well as the certificate of state enterprise Building Production Certification Centre on the recognition of documentary proof of qualification issued by the authorities of a foreign state in the Republic of Lithuania; and  (2) documentary proof that:  (a) the specified managers are employees of the supplier's (subsupplier's) company (employee cards and/or employment contracts must be provided). If the proposed managers are not related to the supplier (subsuppliers) under employment contracts, the proof must be submitted that the specified specialists will enter into an employment contract or subcontract with the supplier (subsuppliers) during the validity of the procurement contract and will perform the functions for which they are proposed;  (b) the manager of construction is fluent in the Lithuanian language (a CV of the manager of construction or a declaration containing information on how the manager meets the applicable requirements must be submitted).</p>
1.3.5.2.	<p>At least 5 managers of special operations of a structure of exceptional significance qualified in the area of construction of transmission gas pipelines and their installations and having at least 2 years of experience in construction or reconstruction of transmission gas pipelines and their installations. All</p>	<p>Required documents:  (1) Certificates of state enterprise Building Production Certification Centre or the Ministry of Environment of the Republic of Lithuania issued to the specialists or other documentary proof of qualification issued by the authorities of a foreign state as well as the certificate of the state enterprise Building Production Certification Centre on the recognition of documentary proof</p>

Item No	Qualification requirements	Documentary evidence of qualification
	these specialists must be qualified in structures engineering works: gas; work area: construction of gas networks.	of qualification issued by authorities of a foreign state in the Republic of Lithuania; and (a) documentary proof that the specified managers are employees of the supplier's (subsupplier's) company (employee cards and/or employment contracts must be provided). If the proposed managers are not related to the supplier (subsuppliers) under employment contracts, the proof must be submitted that the specified specialists will enter into an employment contract or subcontract with the supplier (subsuppliers) during the validity of the procurement contract and will perform the functions for which they are proposed.
1.3.5.3.	At least 16 welders qualified under ISO 9606 or EN 287-1 standard (or an equivalent standard). All welders must have at least 2 years of experience in welding transmission gas or oil pipelines or other pressure equipment.	Documentary proof of qualification and certification (valid certificates of welding qualification testing or equivalent documents) must be submitted.
1.3.5.4.	At least 1 welding coordinator whose functions and responsibilities comply with LST EN ISO 14731 (or equivalent) standard.	A certificate issued to the welding engineer (IWE/EWE) must be provided. The supplier may provide an equivalent certificate or other equivalent evidence.
1.3.5.5.	At least 1 design manager qualified in the area of design of transmission gas pipelines and their installations (structures: engineering networks: gas) with at least 3 years of work experience and who acted as the design manager during the preparation of technical or working designs for the construction or reconstruction of at least 1 linear section of transmission gas pipelines (pipeline with closing devices). The prepared technical design must be approved and have the document permitting construction. <i>At least 1 design manager must have a good command of the Lithuanian language (be fluent both in writing and speaking) (the level of understanding, speaking and writing must be at least equivalent to C1 level specified in the Europass Language Passport). If the manager does not know the Lithuanian language, the</i>	Required documents: (1) Certificates of state enterprise Building Production Certification Centre or the Ministry of Environment of the Republic of Lithuania issued to the specialists or other documentary proof of qualification issued by the authorities of a foreign state as well as the certificate of the state enterprise Building Production Certification Centre on the recognition of documentary proof of qualification issued by authorities of a foreign state in the Republic of Lithuania; and (2) documentary proof that: (a) the specified managers are employees of the supplier's (subsupplier's) company (employee cards and/or employment contracts must be provided). If the proposed managers are not related to the supplier (subsuppliers) under employment contracts, the proof must be submitted that the specified specialists will enter into an employment contract or subcontract with the supplier (subsuppliers) during the validity of the procurement contract and will perform the functions for which they are proposed; (b) the design manager is fluent in the Lithuanian

Item No	Qualification requirements	Documentary evidence of qualification
	<i>requirement must be met by providing for the interpretation and translation services. The translation / interpretation costs must be included in the total price quotation.</i>	language (a CV of the design manager or a declaration containing information on how the manager meets the applicable requirements must be submitted).
1.3.5.6.	<p>At least 1 design manager qualified in the area of design of transmission gas pipelines and their installations (structures: engineering networks: gas) with at least 3 years of work experience and who acted as the design manager during the preparation of technical or working designs for the construction or reconstruction of at least 1 gas metering or gas pressure reducing or gas distribution station. The prepared technical design must be approved and have the document permitting construction.</p> <p><i>Note: the same person with the relevant qualification (or different persons) may meet the requirements specified in rows 1.3.5.5 and 1.3.5.6 and be proposed for them.</i></p>	<p>Required documents:</p> <p>(1) Certificates of state enterprise Building Production Certification Centre or the Ministry of Environment of the Republic of Lithuania issued to the specialists or other documentary proof of qualification issued by the authorities of a foreign state as well as the certificate of the state enterprise Building Production Certification Centre on the recognition of documentary proof of qualification issued by authorities of a foreign state in the Republic of Lithuania; and</p> <p>(a) documentary proof that the specified managers are employees of the supplier's (subsupplier's) company (employee cards and/or employment contracts must be provided). If the proposed managers are not related to the supplier (subsuppliers) under employment contracts, the proof must be submitted that the specified specialists will enter into an employment contract or subcontract with the supplier (subsuppliers) during the validity of the procurement contract and will perform the functions for which they are proposed.</p>
1.3.5.7.	<p>At least 1 part of a design manager qualified in the area of design of transmission gas pipelines and their installations (structures: engineering networks: gas; design sections: general, gas pipeline, electrical engineering, electronic communications (telecommunications) process control and automation)* with at least 3 years of work experience and who acted as the part of a design manager during the preparation of technical or working design for the construction, reconstruction or repair of at least 1 linear section of transmission gas pipelines (pipeline with closing devices). The prepared technical design must be approved and have the document permitting</p>	<p>Required documents:</p> <p>(1) Certificates of state enterprise Building Production Certification Centre or the Ministry of Environment of the Republic of Lithuania issued to the specialists or other documentary proof of qualification issued by the authorities of a foreign state as well as the certificate of the state enterprise Building Production Certification Centre on the recognition of documentary proof of qualification issued by authorities of a foreign state in the Republic of Lithuania; and</p> <p>(a) documentary proof that the specified managers are employees of the supplier's (subsupplier's) company (employee cards and/or employment contracts must be provided). If the proposed managers are not related to the supplier (subsuppliers) under employment contracts, the proof must be submitted that the specified specialists will enter into an employment contract or subcontract with the</p>

Item No	Qualification requirements	Documentary evidence of qualification
	<p>construction.</p> <p><i>* May be met by different persons who meet the requirement of work experience laid down in row 1.3.5.7.</i></p> <p><i>Note: the same person with the relevant qualification, <u>with the exception of the gas pipeline design lot</u>, or different persons may meet the requirements specified in rows 1.3.5.7 and 1.3.5.8 and be proposed for them.</i></p>	<p>supplier (subsuppliers) during the validity of the procurement contract and will perform the functions for which they are proposed.</p>
1.3.5.8.	<p>At least 1 part of a design manager qualified in the area of design of transmission gas pipelines and their installations (structures: engineering networks: gas; design sections: general, gas pipeline, electrical engineering, electronic communications (telecommunications) process control and automation)* with at least 3 years of work experience and who acted as the part of a design manager during the preparation of the technical or working design for the construction, reconstruction or repair of at least 1 gas metering or gas pressure reducing or gas distribution station. The prepared technical design must be approved and have the document permitting construction.</p> <p><i>* May be met by different persons who meet the requirement of work experience laid down in row 1.3.5.8.</i></p> <p><i>Note: the same person with the relevant qualification, <u>with the exception of the gas pipeline design lot</u>, or different persons may meet the requirements specified in rows 1.3.5.7 and 1.3.5.8 and be proposed for them.</i></p>	<p>Required documents:</p> <p>(1) Certificates of state enterprise Building Production Certification Centre or the Ministry of Environment of the Republic of Lithuania issued to the specialists or other documentary proof of qualification issued by the authorities of a foreign state as well as the certificate of the state enterprise Building Production Certification Centre on the recognition of documentary proof of qualification issued by authorities of a foreign state in the Republic of Lithuania; and</p> <p>(a) documentary proof that the specified managers are employees of the supplier's (subsupplier's) company (employee cards and/or employment contracts must be provided). If the proposed managers are not related to the supplier (subsuppliers) under employment contracts, the proof must be submitted that the specified specialists will enter into an employment contract or subcontract with the supplier (subsuppliers) during the validity of the procurement contract and will perform the functions for which they are proposed.</p>
1.3.5.9.	<p>At least 2 qualified work superintendents entitled to manage natural gas transmission system's operation works of gas pipelines or their installations with the working pressure of more than 16 bar.</p>	<p>Valid certificates of energy workers issued by a certification body entitling to manage the operation of gas pipelines or their installations with the working pressure of more than 16 bar of the natural gas transmission system must be submitted.</p>
1.3.5.10	<p>At least 10 qualified specialists (workers) entitled to carry out natural gas transmission system's operation works of gas pipelines or their</p>	<p>Valid certificates of energy workers issued by a certification body entitling to operate gas pipelines or their installations with the working pressure of more than 16 bar of the natural gas</p>

Item No	Qualification requirements	Documentary evidence of qualification
	installations with the working pressure of more than 16 bar.	transmission system must be submitted.
1.3.6.	The supplier has put in place the quality management system intended for construction (installation) of structures of exceptional significance (transmission gas pipelines and their installations) certified under ISO 9001 or an equivalent quality management system standard.	A valid ISO 9001 standard certificate issued by an independent accredited certification body proving that the supplier's quality management system complies with the recognised requirements of quality management standards must be submitted. The supplier may provide a certificate accredited under an equivalent quality management system standard or other equivalent proof of quality management assurance measures. <i>The reply shall be provided through the CPP IS together with digital copies of documents.</i>
1.3.7.	The supplier has put in place the environmental management system intended for construction (installation) of structures of exceptional significance (transmission gas pipelines and their installations) certified under ISO 14001 or an equivalent environmental management system standard.	A valid ISO 14001 standard certificate issued by an independent accredited certification body proving that the supplier's environmental management system complies with the recognised requirements of environmental management standards must be submitted. The supplier may provide a certificate accredited under an equivalent environmental management system standard or other equivalent proof of environmental management assurance measures. <i>The reply shall be provided through the CPP IS together with digital copies of documents.</i>
1.3.8.	The supplier has put in place the occupational safety and health management system certified under OHSAS 18001 or an equivalent standard.	A valid OHSAS 18001 standard certificate issued by an independent accredited certification body proving that the supplier's occupational safety and health management system complies with the recognised requirements of occupational safety and health management standards must be submitted. The supplier may provide a certificate accredited under an equivalent occupational safety and health management system standard or other equivalent proof of occupational safety and health management assurance measures. <i>The reply shall be provided through the CPP IS together with digital copies of documents.</i>
1.3.9.	The supplier has put in place welding processes complying with LST EN ISO 3834-2 or an equivalent standard.	A valid LST EN ISO 3834-2 certificate issued by an independent accredited certification body or an equivalent documentary proof of assurance of welding processes must be submitted. <i>The reply shall be provided through the CPP IS together with digital copies of documents.</i>

1.4. Documents certifying the compliance of foreign suppliers with the minimum qualification requirements shall be legalised in accordance with Resolution No 1079 of the Government of the Republic of Lithuania of 30 October 2006 on the approval of the description of procedure for the legalisation of documents and their certification with Apostille (Official Gazette *Valstybės žinios*, 2006, No 118-4477) and the Hague Convention of 5 October 1961 abolishing the requirement of legalisation for foreign public documents (Official Gazette *Valstybės žinios*, 1997, No 68-1699), except in cases when the document is exempt from the requirement of legalisation and/or certification with Apostille in compliance with international treaties of the Republic of Lithuania or EU legislation.

1.5. If a joint request is submitted by a group of economic operators, each member of the group of economic operators must meet the qualification requirements laid down in clauses 1.1.1-1.1.3 and 1.2.1 of Annex A-2 to the Terms and submit documentary proof separately, the main partner of the group of economic operators must meet the requirements laid down in clause 1.2.2 of Annex A-2 to the Terms, economic operators which will perform the relevant works (the supplier as an independent economic operator, member of the supplier that is a group of economic operators that will perform the relevant works or subsupplier) must meet the qualification requirements laid down in clauses 1.1.4-1.1.6, 1.3.4 and 1.3.5 of Annex A-2 to the Terms and at least one member of the group of economic operators or all members of the group of economic operators jointly, their capacities being aggregated, must meet the minimum qualification requirements laid down in other clauses of Annex A-2 to the Terms and submit documentary proof.

1.6. The supplier may draw on the capacities of other economic operators, irrespective of the legal nature of relations maintained with such operators. In this case the supplier must prove to the Contracting Authority that it will have access to such resources during the performance of the procurement contract. To this end, the supplier must provide copies of contracts or other legally binding documents certifying that the supplier will have access to the specific and explicitly stated resources of other economic operators during the entire period of performance of contractual undertakings. A group of economic operators may draw on the capacities of its members or of other economic operators under the same conditions.

1.7. In the request, the supplier must clearly state (disclose) the *subcontractors / subsuppliers / subproviders* (the "subsuppliers") whose qualification is used by the supplier to prove its compliance with the minimum qualification requirements laid down in Annex A-2 to the Terms and specify the lot of the procurement object for which they will be subcontracted (if necessary). For the sake of clarity, the Contracting Authority specifies that the supplier may rely on the qualification of subsuppliers to prove its compliance with the minimum qualification requirements laid down in clauses 1.1.5, 1.3.4, 1.3.5.1, 1.3.5.2, 1.3.5.5-1.3.5.8 of Annex A-2 to the Terms if the subsuppliers or their specialists will actually perform the relevant works or functions. The subcontracted subsupplier must meet the minimum qualification requirement for which the supplier relies on the capacity of the subsupplier to prove compliance. The request must be accompanied by documentary proof of the subsupplier's compliance with the applicable minimum qualification requirements.



**Annex A-3 to Procurement Conditions  
No 1-LIN(Darbai)/2016  
Form A**

Coat of arms or trademark

(Name of the supplier)

(Legal form, headquarters, contact information of the legal person, name of the register collecting and storing data on the supplier, legal person's number, VAT payer's number, if the legal person is a VAT payer)

**AB "Amber Grid"**

**PART A OF THE INITIAL / FINAL TENDER  
REGARDING THE PROCUREMENT OF CONSTRUCTION WORKS OF THE SECTION OF THE GAS  
INTERCONNECTION POLAND-LITHUANIA LOCATED IN THE TERRITORY OF THE REPUBLIC OF  
LITHUANIA.  
TECHNICAL INFORMATION**

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Place)

Name of tenderer, company number ( <i>in case of participation of the group of economic entities, the names and numbers of all economic entities are indicated</i> )	
Address of tenderer ( <i>in case of participation of the group of economic entities, the addresses of all economic entities are indicated</i> )	
Job title, name and surname of the person responsible for the tender	
Telephone number	
Fax number	
E-mail address	

1. We hereby note our agreement with all the procurement conditions set forth in the following documents:

- 1.1. tender for Procurement published in Supplement to the Official Journal of the European Union 2016/S ..... on .....2016 and in the Central Public Procurement Information System on ..... 2016 (Procurement No .....);
- 1.2. conditions of negotiated procedure with publication of a contract notice;
- 1.3. call for final tenders;
- 1.4. other documents related to this procurement.

2. In accordance with the conditions provided for in the procurement documents, we hereby submit our tender, which consists of two parts to be submitted in separate envelopes. In the present part of the tender we present the technical information of the *initial / final* tender.

3. We hereby represent and warrant the following as regards the procurement object:

3.1. in view of the conditions laid down in the procurement documents, we are ready to perform the construction works for the section of gas interconnection Poland-Lithuania in the territory of the Republic of Lithuania within the scope and in accordance with the performance conditions laid down in the procurement documents with due quality and within the time limits and scope indicated in the conditions of negotiated procedure with publication of a contract notice;

3.2. *the initial tender shall be valid for a period specified in the procurement documents or until ....., if this period is longer than the one indicated in the initial tender; the final tender is valid for a period not shorter than the period of validity of tender indicated in the initial tender or until \_\_\_\_\_, if this period is longer than the one indicated in the initial tender;*

3.3. if information laid down in Items 9.9.2 or 9.9.4 of Procurement Conditions is not provided in our final tender, it shall be deemed that this information in the final tender is the same as indicated in the initial tender and, where appropriate, specified in the negotiation protocols.

4. The components and deadlines for the procurement object, i.e. construction works for the part of gas interconnection Poland-Lithuania in the territory of the Republic of Lithuania, are as follows:

Item No	Name of the object of procurement and its components	Offered time limit for the performance of works
1.	<b><u>Construction works for the section of gas interconnection Poland-Lithuania in the territory of the Republic of Lithuania performed according to the requirements and conditions laid down in Annex C (in total), of which:</u></b>	
1.1.	Acceptance of steel pipes purchased by the Contracting Authority and to be used for the construction of the gas pipeline to the selected places that are easily accessible by motor vehicles, their unloading, warehousing, rent of sites, storage, loading, transportation to the construction site, etc., of which:	
1.1.1.	In the section from the place of the start of construction works/connection – valve site close to Jauniūnai gas compressor station to valve site No 6 (~73 km)	
1.1.2.	In the section from valve site No 6 to valve site No 10 (~30 km)	
1.1.3.	In the section from valve site No 10 to valve site No 13 (~26 km)	
1.1.4.	In the section from valve site No 13 to the place of the end of works – GIPL connection point (~37 km)	
1.2.	Based on the scope and technology of works provided for in monitoring plans, the technical design and approved environmental impact assessment report, construction/installation works for the part of gas interconnection Poland-Lithuania in the territory of the Republic of Lithuania, of which:	
1.2.1.	In the section from the place of the start of construction works/connection – valve site close to Jauniūnai gas compressor station to valve site No 6 (~73 km)	
1.2.2.	In the section from valve site No 6 to valve site No 10 (~30 km)	
1.2.3.	In the section from valve site No 10 to valve site No 13 (~26 km)	
1.2.4.	In the section from valve site No 13 to the place of the end of works – GIPL connection point (~37 km)	
1.3.	Construction/installation of valve site with equipment (including connections to the existing the gas pipeline), of which:	
1.3.1.	In the section from the place of the start of construction works/connection – valve site close to Jauniūnai gas compressor station to valve site No 6 (~73 km)	
1.3.1.1.	Supply of equipment	
1.3.1.2.	Installation works	
1.3.2.	In the section from valve site No 6 to valve site No 10 (~30 km)	
1.3.2.1.	Supply of equipment	
1.3.2.2.	Installation works	

Item No	Name of the object of procurement and its components	Offered time limit for the performance of works
1.3.3.	In the section from valve site No 10 to valve site No 13 (~26 km)	
1.3.3.1.	Supply of equipment	
1.3.3.2.	Installation works	
1.3.4.	In the section from valve site No 13 to the place of the end of works – GIPL connection point (~37 km)	
1.3.4.1.	Supply of equipment	
1.3.4.2.	Installation works	
1.4.	Tests and cleaning (drying) of the gas-main and inspection of pipeline internal geometry (EGP), of which:	
1.4.1.	In the section from the place of the start of construction works/connection – valve site close to Jauniūnai gas compressor station to valve site No 6 (~73 km)	
1.4.2.	In the section from valve site No 6 to valve site No 10 (~30 km)	
1.4.3.	In the section from valve site No 10 to valve site No 13 (~26 km)	
1.4.4.	In the section from valve site No 13 to the place of the end of works – GIPL connection point (~37 km)	
1.5.	Construction of pig launcher and receiver chambers at Jauniūnai gas compressor station, including all process facilities and gas pipeline connections with the existing gas-mains, of which:	
1.5.1.	<i>Supply of equipment</i>	
1.5.2.	<i>Installation works</i>	
1.6.	Construction of pig launcher and receiver chambers at Santaika gas pressure reduction and metering station, including all process facilities and gas pipeline connections, of which:	
1.6.1.	<i>Supply of equipment</i>	
1.6.2.	<i>Installation works</i>	
1.7.	<b>Construction of gas pressure reduction and metering station (hereinafter referred to as the GPR&amp;MS), of which:</b>	
1.7.1.	<i>Construction of building</i>	
1.7.2.	<i>Installation of reversible valve site</i>	
1.7.3.	<i>Installation of gas technological part:</i>	
1.7.3.1.	<i>Installation of filters</i>	
1.7.3.2.	<i>Installation of gas metering system</i>	
1.7.3.3.	<i>Installation of pressure/flow control system</i>	
1.7.3.4.	<i>Installation of other process equipment</i>	
1.7.4.	<i>Installation of automation and control system</i>	
1.7.5.	<i>Installation of fire, security and perimeter alarm systems</i>	
1.7.6.	<i>Works of the electrical part</i>	
1.7.7.	<i>GPR&amp;MS landscaping works (installation of fencing, access road, territory surface coat, etc.)</i>	
1.8.	Construction/installation of electrochemical protection from corrosion equipment, including electricity supply (within the responsibility of AB “Amber Grid”), etc. for the <u>linear part</u> of gas-main, of which:	
1.8.1.	Installation of cathodic stations, of which:	
1.8.1.1.	<i>Supply of equipment, of which:</i>	
1.8.1.1.1.	In the section from the place of the start of construction works/connection – valve site close to Jauniūnai gas compressor station to valve site No 6 (~73 km)	
1.8.1.1.2.	In the section from valve site No 6 to valve site No 10 (~30 km)	
1.8.1.1.3.	In the section from valve site No 10 to valve site No 13 (~26 km)	
1.8.1.1.4.	In the section from valve site No 13 to the place of the end of works – GIPL connection point (~37 km)	
1.8.1.2.	<i>Installation works, of which:</i>	
1.8.1.2.1.	In the section from the place of the start of construction works/connection – valve site	

Item No	Name of the object of procurement and its components	Offered time limit for the performance of works
	close to Jauniūnai gas compressor station to valve site No 6 (~73 km)	
1.8.1.2.2.	In the section from valve site No 6 to valve site No 10 (~30 km)	
1.8.1.2.3.	In the section from valve site No 10 to valve site No 13 (~26 km)	
1.8.1.2.4.	In the section from valve site No 13 to the place of the end of works – GIPL connection point (~37 km)	
1.8.2.	Installation of control measurement stations, of which:	
1.8.2.1.	<i>Supply of equipment</i> , of which:	
1.8.2.1.1.	In the section from the place of the start of construction works/connection – valve site close to Jauniūnai gas compressor station to valve site No 6 (~73 km)	
1.8.2.1.2.	In the section from valve site No 6 to valve site No 10 (~30 km)	
1.8.2.1.3.	In the section from valve site No 10 to valve site No 13 (~26 km)	
1.8.2.1.4.	In the section from valve site No 13 to the place of the end of works – GIPL connection point (~37 km)	
1.8.2.2.	<i>Installation works</i> , of which:	
1.8.2.2.1.	In the section from the place of the start of construction works/connection – valve site close to Jauniūnai gas compressor station to valve site No 6 (~73 km)	
1.8.2.2.2.	In the section from valve site No 6 to valve site No 10 (~30 km)	
1.8.2.2.3.	In the section from valve site No 10 to valve site No 13 (~26 km)	
1.8.2.2.4.	In the section from valve site No 13 to the place of the end of works – GIPL connection point (~37 km)	
1.8.3.	Installation of insulating sleeves, of which:	
1.8.3.1.	<i>Supply of equipment</i> , of which:	
1.8.3.1.1.	In the section from the place of the start of construction works/connection – valve site close to Jauniūnai gas compressor station to valve site No 6 (~73 km)	
1.8.3.1.2.	In the section from valve site No 6 to valve site No 10 (~30 km)	
1.8.3.1.3.	In the section from valve site No 10 to valve site No 13 (~26 km)	
1.8.3.1.4.	In the section from valve site No 13 to the place of the end of works – GIPL connection point (~37 km)	
1.8.3.2.	<i>Installation works</i> , of which:	
1.8.3.2.1.	In the section from the place of the start of construction works/connection – valve site close to Jauniūnai gas compressor station to valve site No 6 (~73 km)	
1.8.3.2.2.	In the section from valve site No 6 to valve site No 10 (~30 km)	
1.8.3.2.3.	In the section from valve site No 10 to valve site No 13 (~26 km)	
1.8.3.2.4.	In the section from valve site No 13 to the place of the end of works – GIPL connection point (~37 km)	
1.8.4.	Insulation integrity inspection (polarisation) of built gas pipeline, of which:	
1.8.4.1.	In the section from the place of the start of construction works/connection – valve site close to Jauniūnai gas compressor station to valve site No 6 (~73 km)	
1.8.4.2.	In the section from valve site No 6 to valve site No 10 (~30 km)	
1.8.4.3.	In the section from valve site No 10 to valve site No 13 (~26 km)	
1.8.4.4.	In the section from valve site No 13 to the place of the end of works – GIPL connection point (~37 km)	
1.9.	Telemetry (SCADA) equipment installation, programming, connection to the common SCADA system of the gas-main and related programming and configuration works for the <u>linear part</u> of the gas-main, of which:	
1.9.1.	In the section from the place of the start of construction works/connection – valve site close to Jauniūnai gas compressor station to valve site No 6 (~73 km)	
1.9.2.	In the section from valve site No 6 to valve site No 10 (~30 km)	
1.9.3.	In the section from valve site No 10 to valve site No 13 (~26 km)	
1.9.4.	In the section from valve site No 13 to the place of the end of works – GIPL connection point (~37 km)	
1.10.	Construction/installation of electrochemical protection from corrosion equipment, including electricity supply (within the responsibility of AB "Amber Grid"), etc. for the	

Item No	Name of the object of procurement and its components	Offered time limit for the performance of works
	GPR&MS part, of which:	
1.10.1.	Installation of cathodic stations, of which:	
1.10.1.1.	<i>Supply of equipment</i>	
1.10.1.2.	<i>Installation works</i>	
1.10.2.	Installation of control measurement stations, of which:	
1.10.2.1.	<i>Supply of equipment</i>	
1.10.2.2.	<i>Installation works</i>	
1.10.3.	Installation of insulating sleeves, of which:	
1.10.3.1.	<i>Supply of equipment</i>	
1.10.3.2.	<i>Installation works</i>	
1.11.	Telemetry (SCADA) equipment installation, programming, connection to the common SCADA system of the gas-main and related programming and configuration works for the GPR&MS part, of which:	
1.12.	Restoration of damaged irrigation/drainage systems, of which:	
1.12.1.	In the section from the place of the start of construction works/connection – valve site close to Jauniūnai gas compressor station to valve site No 6 (~73 km)	
1.12.2.	In the section from valve site No 6 to valve site No 10 (~30 km)	
1.12.3.	In the section from valve site No 10 to valve site No 13 (~26 km)	
1.12.4.	In the section from valve site No 13 to the place of the end of works – GIPL connection point (~37 km)	
1.13.	<b>Laying of optic cable from the gas pressure reduction and metering station to the Lithuanian-Polish border and installation, programming, start and adjustment of data transmission (to Poland gas transmission system operator “Gaz-System”) equipment in gas pressure reduction and metering station, of which:</b>	
1.13.1.	<i>Laying of optic cable</i>	
1.13.2.	<i>Supply of optic cable and its fittings (sleeves)</i>	
1.13.3.	<i>Laying and installation of optic cable case, wells, warning tape and signal cable (materials and works)</i>	
1.13.4.	<i>Supply of active and passive telecommunication equipment for data transmission to company “Gaz-System”</i>	
1.13.5.	<i>Installation, programming, starting and adjustment of active and passive telecommunication equipment for data transmission to company “Gaz-System”</i>	
1.14.	Other works and services related to the realisation of the object of procurement that should be performed in order to finish the construction, of which:	
1.14.1.	Preparation of work design:	
1.14.1.1.	In the section from the place of the start of construction works/connection – valve site close to Jauniūnai gas compressor station to valve site No 6 (~73 km)	
1.14.1.2.	In the section from valve site No 6 to valve site No 10 (~30 km)	
1.14.1.3.	In the section from valve site No 10 to valve site No 13 (~26 km)	
1.14.1.4.	In the section from valve site No 13 to the place of the end of works – GIPL connection point (~37 km)	
1.14.1.5.	For the gas metering and pressure reduction station	
1.14.2.	Electricity supply networks beyond the responsibility of AB “Amber Grid” including all the related services (contracts, work with electricity supplier, connection fees, etc.), of which:	
1.14.2.1.	In the section from the place of the start of construction works/connection – valve site close to Jauniūnai gas compressor station to valve site No 6 (~73 km)	
1.14.2.2.	In the section from valve site No 6 to valve site No 10 (~30 km)	
1.14.2.3.	In the section from valve site No 10 to valve site No 13 (~26 km)	
1.14.2.4.	In the section from valve site No 13 to the place of the end of works – GIPL connection point (~37 km)	
1.15.	Construction/installation of the section of the part of gas interconnection Poland-Lithuania in the territory of the Republic of Lithuania from GIPL connection point	

Item No	Name of the object of procurement and its components	Offered time limit for the performance of works
	(insulating sleeves, preliminary coordinates x=54.22925920, y=23.38141829 according to the WGS 84) to the Lithuanian-Polish border.	
1.16.	Exploratory archaeological investigations (in the area of 190 m <sup>2</sup> )	
1.17.	Detailed archaeological investigations (in the area of 25,019 m <sup>2</sup> )	
1.18	Installation of electronic communication engineering networks for data transfer from GPR&MS to AB "Amber Grid" Control Centre (works beyond the responsibility of AB "Amber Grid"), including all related services (contracts, work with providers of telecommunication services, etc.)	

5. \*\*\*\*\* The following subsuppliers (subcontractors, subtenderes) will be employed for the performance of contract:

Item No	Name of supplier	Name of works performed/services rendered by the subsupplier	Part of obligations (%) to be fulfilled by the subsupplier

*\* To be filled if the subsuppliers are planned to be employed for the performance of contract.*

6. The following documents shall be presented together with the tender:

Item No	Name of submitted documents	Number of pages
1.	<i>Power of Attorney to sign a final tender</i>	
2.	<i>Project management plan</i>	
3.		

7.\*\*\*\*\* This tender also includes confidential information (documents with confidential information are stitched separately):

Item No	Name of submitted document	Document is uploaded in this PPO IS tender window line ("Enclosed documents")
1.		
2.		

*\*\*To be filled, if confidential information is included. The supplier cannot indicate that the tender price or the entire tender is confidential*

8. By signing the tender with safe e-signature, I hereby confirm that the digital copies of documents are true.

9. To secure the validity of tender, we hereby submit (to be filled only for the initial tender):

---

(to indicate the type of security, amount, documents and guarantee)

\*By completing this form, the supplier shall present all the above-mentioned information. In case of striking out of the provisions of this form, except for Items 6 and 8, the tender will be rejected. The supplier may choose not to fill Items 5

and 7, or strike them out. If the supplier does not fill or strike out Item 5 and/or 7, it shall be deemed that he will not employ sub-suppliers for the performance of contract and/or there is no confidential information provided in the initial tender.

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(name, surname and signature of the supplier or his authorised person)

L. S.

Coat of arms or trademark

(Name of supplier)

(Legal form, headquarters, contact information of the legal person, name of the register collecting and storing data on the supplier, legal person's number, VAT payer's number, if the legal person is a VAT payer)

AB "Amber Grid"

**PART B OF THE INITIAL/FINAL TENDER  
REGARDING THE PROCUREMENT OF CONSTRUCTION WORKS OF THE SECTION OF THE GAS  
INTERCONNECTION POLAND-LITHUANIA LOCATED IN THE TERRITORY OF THE REPUBLIC OF  
LITHUANIA.  
PRICE**

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Place)

Name of tenderer, company number ( <i>in case of participation of the group of economic entities, the names and numbers of all economic entities are indicated</i> )	
Address of tenderer ( <i>in case of participation of the group of economic entities, the addresses of all economic entities are indicated</i> )	
Job title, name and surname of the person responsible for the tender	
Telephone number	
Fax number	
E-mail address	

1. We offer to perform the construction works for the part of gas interconnection Poland-Lithuania in the territory of the Republic of Lithuania for the following price:

1.1. Total tender price for the object of procurement excl. VAT –	EUR <i>in numbers and words</i>
1.2. VAT of __ %–	EUR in numbers
1.3. Total tender price incl. VAT –	EUR <i>in numbers and words</i>



2. The components of the price for the **object of procurement** – construction works for the part of gas interconnection Poland-Lithuania in the territory of the Republic of Lithuania – are as follows:

Item No	Name of the object of procurement and its components	Offered prices for the object of procurement and its components excl. VAT, EUR
1.	<b>Construction works for the section of gas interconnection Poland-Lithuania in the territory of the Republic of Lithuania performed according to the requirements and conditions laid down in Annex C (in total), of which:</b>	
1.1.	Acceptance of steel pipes purchased by the Contracting Authority and to be used for the construction of the gas pipeline to the selected places that are easily accessible by motor vehicles, their unloading, warehousing, rent of sites, storage, loading, transportation to the construction site, etc., of which:	
1.1.1.	In the section from the place of the start of construction works/connection – valve site close to Jauniūnai gas compressor station to valve site No 6 (~73 km)	
1.1.2.	In the section from valve site No 6 to valve site No 10 (~30 km)	
1.1.3.	In the section from valve site No 10 to valve site No 13 (~26 km)	
1.1.4.	In the section from valve site No 13 to the place of the end of works – GIPL connection point (~37 km)	
1.2.*	Based on the scope and technology of works provided for in monitoring plans, the technical design and approved environmental impact assessment report, construction/installation works for the part of gas interconnection Poland-Lithuania in the territory of the Republic of Lithuania, of which:	
1.2.1.	In the section from the place of the start of construction works/connection – valve site close to Jauniūnai gas compressor station to valve site No 6 (~73 km)	
1.2.2.	In the section from valve site No 6 to valve site No 10 (~30 km)	
1.2.3.	In the section from valve site No 10 to valve site No 13 (~26 km)	
1.2.4.	In the section from valve site No 13 to the place of the end of works – GIPL connection point (~37 km)	
1.3.	Construction/installation of valve site with equipment (including connections to the existing the gas pipeline), of which:	
1.3.1.	In the section from the place of the start of construction works/connection – valve site close to Jauniūnai gas compressor station to valve site No 6 (~73 km)	
1.3.1.1.	Supply of equipment	
1.3.1.2.	Installation works	
1.3.2.	In the section from valve site No 6 to valve site No 10 (~30 km)	
1.3.2.1.	Supply of equipment	
1.3.2.2.	Installation works	
1.3.3.	In the section from valve site No 10 to valve site No 13 (~26 km)	
1.3.3.1.	Supply of equipment	
1.3.3.2.	Installation works	
1.3.4.	In the section from valve site No 13 to the place of the end of works – GIPL connection point (~37 km)	
1.3.4.1.	Supply of equipment	
1.3.4.2.	Installation works	
1.4.	Tests and cleaning (drying) of the gas-main and inspection of pipeline internal geometry (EGP), of which:	
1.4.1.	In the section from the place of the start of construction works/connection – valve site close to Jauniūnai gas compressor station to valve site No 6 (~73 km)	
1.4.2.	In the section from valve site No 6 to valve site No 10 (~30 km)	
1.4.3.	In the section from valve site No 10 to valve site No 13 (~26 km)	
1.4.4.	In the section from valve site No 13 to the place of the end of works – GIPL connection point (~37 km)	
1.5.	Construction of pig launcher and receiver chambers at Jauniūnai gas compressor station, including all process facilities and gas pipeline connections with the existing	

Item No	Name of the object of procurement and its components	Offered prices for the object of procurement and its components excl. VAT, EUR
	gas-mains, of which:	
1.5.1.	<i>Supply of equipment</i>	
1.5.2.	<i>Installation works</i>	
1.6.	Construction of pig launcher and receiver chambers at Santaika gas pressure reduction and metering station, including all process facilities and gas pipeline connections, of which:	
1.6.1.	<i>Supply of equipment</i>	
1.6.2.	<i>Installation works</i>	
1.7.	<b>Construction of gas pressure reduction and metering station (hereinafter referred to as the GPR&amp;MS), of which:</b>	
1.7.1.	<i>Construction of building</i>	
1.7.2.	<i>Installation of reversible valve site</i>	
1.7.3	<i>Installation of gas technological part:</i>	
1.7.3.1	<i>Installation of filters</i>	
1.7.3.2	<i>Installation of gas metering system</i>	
1.7.3.3	<i>Installation of pressure/flow control system</i>	
1.7.3.4	<i>Installation of other process equipment</i>	
1.7.4	<i>Installation of automation and control system</i>	
1.7.5	<i>Installation of fire, security and perimeter alarm systems</i>	
1.7.6	<i>Works of the electrical part</i>	
1.7.7	<i>GPR&amp;MS landscaping works (installation of fencing, access road, territory surface coat, etc.)</i>	
1.8.	Construction/installation of electrochemical protection from corrosion equipment, including electricity supply (within the responsibility of AB "Amber Grid"), etc. for the <u>linear part</u> of gas-main, of which:	
1.8.1.	Installation of cathodic stations, of which:	
1.8.1.1.	<i>Supply of equipment, of which:</i>	
1.8.1.1.1.	In the section from the place of the start of construction works/connection – valve site close to Jauniūnai gas compressor station to valve site No 6 (~73 km)	
1.8.1.1.2.	In the section from valve site No 6 to valve site No 10 (~30 km)	
1.8.1.1.3.	In the section from valve site No 10 to valve site No 13 (~26 km)	
1.8.1.1.4.	In the section from valve site No 13 to the place of the end of works – GIPL connection point (~37 km)	
1.8.1.2.	<i>Installation works, of which:</i>	
1.8.1.2.1.	In the section from the place of the start of construction works/connection – valve site close to Jauniūnai gas compressor station to valve site No 6 (~73 km)	
1.8.1.2.2.	In the section from valve site No 6 to valve site No 10 (~30 km)	
1.8.1.2.3.	In the section from valve site No 10 to valve site No 13 (~26 km)	
1.8.1.2.4.	In the section from valve site No 13 to the place of the end of works – GIPL connection point (~37 km)	
1.8.2.	Installation of control measurement stations, of which:	
1.8.2.1.	<i>Supply of equipment, of which:</i>	
1.8.2.1.1.	In the section from the place of the start of construction works/connection – valve site close to Jauniūnai gas compressor station to valve site No 6 (~73 km)	
1.8.2.1.2.	In the section from valve site No 6 to valve site No 10 (~30 km)	
1.8.2.1.3.	In the section from valve site No 10 to valve site No 13 (~26 km)	
1.8.2.1.4.	In the section from valve site No 13 to the place of the end of works – GIPL connection point (~37 km)	
1.8.2.2.	<i>Installation works, of which:</i>	
1.8.2.2.1.	In the section from the place of the start of construction works/connection – valve site close to Jauniūnai gas compressor station to valve site No 6 (~73 km)	
1.8.2.2.2.	In the section from valve site No 6 to valve site No 10 (~30 km)	
1.8.2.2.3.	In the section from valve site No 10 to valve site No 13 (~26 km)	

Item No	Name of the object of procurement and its components	Offered prices for the object of procurement and its components excl. VAT, EUR
1.8.2.2.4.	In the section from valve site No 13 to the place of the end of works – GIPL connection point (~37 km)	
1.8.3.	Installation of insulating sleeves, of which:	
1.8.3.1.	<i>Supply of equipment, of which:</i>	
1.8.3.1.1.	In the section from the place of the start of construction works/connection – valve site close to Jauniūnai gas compressor station to valve site No 6 (~73 km)	
1.8.3.1.2.	In the section from valve site No 6 to valve site No 10 (~30 km)	
1.8.3.1.3.	In the section from valve site No 10 to valve site No 13 (~26 km)	
1.8.3.1.4.	In the section from valve site No 13 to the place of the end of works – GIPL connection point (~37 km)	
1.8.3.2.	<i>Installation works, of which:</i>	
1.8.3.2.1.	In the section from the place of the start of construction works/connection – valve site close to Jauniūnai gas compressor station to valve site No 6 (~73 km)	
1.8.3.2.2.	In the section from valve site No 6 to valve site No 10 (~30 km)	
1.8.3.2.3.	In the section from valve site No 10 to valve site No 13 (~26 km)	
1.8.3.2.4.	In the section from valve site No 13 to the place of the end of works – GIPL connection point (~37 km)	
1.8.4.	Insulation integrity inspection (polarisation) of built gas pipeline, of which:	
1.8.4.1.	In the section from the place of the start of construction works/connection – valve site close to Jauniūnai gas compressor station to valve site No 6 (~73 km)	
1.8.4.2.	In the section from valve site No 6 to valve site No 10 (~30 km)	
1.8.4.3.	In the section from valve site No 10 to valve site No 13 (~26 km)	
1.8.4.4.	In the section from valve site No 13 to the place of the end of works – GIPL connection point (~37 km)	
1.9.	Telemetry (SCADA) equipment installation, programming, connection to the common SCADA system of the gas-main and related programming and configuration works for the <u>linear part</u> of the gas-main, of which:	
1.9.1.	In the section from the place of the start of construction works/connection – valve site close to Jauniūnai gas compressor station to valve site No 6 (~73 km)	
1.9.2.	In the section from valve site No 6 to valve site No 10 (~30 km)	
1.9.3.	In the section from valve site No 10 to valve site No 13 (~26 km)	
1.9.4.	In the section from valve site No 13 to the place of the end of works – GIPL connection point (~37 km)	
1.10.	Construction/installation of electrochemical protection from corrosion equipment, including electricity supply (within the responsibility of AB “Amber Grid”), etc. for the <u>GPR&amp;MS part</u> , of which:	
1.10.1.	Installation of cathodic stations, of which:	
1.10.1.1.	<i>Supply of equipment</i>	
1.10.1.2.	<i>Installation works</i>	
1.10.2.	Installation of control measurement stations, of which:	
1.10.2.1.	<i>Supply of equipment</i>	
1.10.2.2.	<i>Installation works</i>	
1.10.3.	Installation of insulating sleeves, of which:	
1.10.3.1.	<i>Supply of equipment</i>	
1.10.3.2.	<i>Installation works</i>	
1.11.	Telemetry (SCADA) equipment installation, programming, connection to the common SCADA system of the gas-main and related programming and configuration works for the <u>GPR&amp;MS part</u> , of which:	
1.12.	Restoration of damaged irrigation/drainage systems, of which:	
1.12.1.	In the section from the place of the start of construction works/connection – valve site close to Jauniūnai gas compressor station to valve site No 6 (~73 km)	
1.12.2.	In the section from valve site No 6 to valve site No 10 (~30 km)	
1.12.3.	In the section from valve site No 10 to valve site No 13 (~26 km)	

Item No	Name of the object of procurement and its components	Offered prices for the object of procurement and its components excl. VAT, EUR
1.12.4.	In the section from valve site No 13 to the place of the end of works – GIPL connection point (~37 km)	
1.13.**	<b>Laying of optic cable from the gas pressure reduction and metering station to the Lithuanian-Polish border and installation, programming, start and adjustment of data transmission (to Poland gas transmission system operator “Gaz-System”) equipment in gas pressure reduction and metering station, of which:</b>	
1.13.1.**	<i>Laying of optic cable</i>	
1.13.2.**	<i>Supply of optic cable and its fittings (sleeves)</i>	
1.13.3.**	<i>Laying and installation of optic cable case, wells, warning tape and signal cable (materials and works)</i>	
1.13.4.**	<i>Supply of active and passive telecommunication equipment for data transmission to company “Gaz-System”</i>	
1.13.5.**	<i>Installation, programming, starting and adjustment of active and passive telecommunication equipment for data transmission to company “Gaz-System”</i>	
1.14.	Other works and services related to the realisation of the object of procurement that should be performed in order to finish the construction, of which:	
1.14.1.	Preparation of work design:	
1.14.1.1.	In the section from the place of the start of construction works/connection – valve site close to Jauniūnai gas compressor station to valve site No 6 (~73 km)	
1.14.1.2.	In the section from valve site No 6 to valve site No 10 (~30 km)	
1.14.1.3.	In the section from valve site No 10 to valve site No 13 (~26 km)	
1.14.1.4.	In the section from valve site No 13 to the place of the end of works – GIPL connection point (~37 km)	
1.14.1.5.	For the gas metering and pressure reduction station	
1.14.2.	Electricity supply networks beyond the responsibility of AB “Amber Grid” including all the related services (contracts, work with electricity supplier, connection fees, etc.), of which:	
1.14.2.1.	In the section from the place of the start of construction works/connection – valve site close to Jauniūnai gas compressor station to valve site No 6 (~73 km)	
1.14.2.2.	In the section from valve site No 6 to valve site No 10 (~30 km)	
1.14.2.3.	In the section from valve site No 10 to valve site No 13 (~26 km)	
1.14.2.4.	In the section from valve site No 13 to the place of the end of works – GIPL connection point (~37 km)	
1.15.**	Construction/installation of the section of the part of gas interconnection Poland-Lithuania in the territory of the Republic of Lithuania from GIPL connection point (insulating sleeves, preliminary coordinates x=54.22925920, y=23.38141829 according to the WGS 84) to the Lithuanian-Polish border.	
1.16.***	Exploratory archaeological investigations (in the area of 190 m <sup>2</sup> )	
1.17.****	Detailed archaeological investigations (in the area of 25,019 m <sup>2</sup> )	
1.18	Installation of electronic communication engineering networks for data transfer from GPR&MS to AB “Amber Grid” Control Centre (works beyond the responsibility of AB “Amber Grid”), including all related services (contracts, work with providers of telecommunication services, etc.)	

Note:

- the prices are indicated to two decimal places;
- the total price shall meet the sum of its components;
- in cases where the Supplier is not subject to VAT under the applicable legal acts, he shall not fill the respective columns and shall indicate the reasons for non-payment of VAT.

\* The price for the installation of gas pipeline according to the horizontal directional drilling method (HDD) will not be changed except for the cases stipulated in the contract. By submitting the tender for these works, the supplier shall consider the presented test results, their completeness and the need for additional tests, possible results of such tests and the need for additional measures (Item 22 of Technical Specifications). For reasons of clarity, the total risk related to the difficulties of excavation, drilling and other earthworks or difficulties in performance of other works regarding underground layers, stones,

concrete constructions, indicated and non-indicated (non-registered and/or not marked in documents) engineering networks, frozen water, unfavourable weather conditions and related physical conditions or obstacles (except for force majeure) shall be assumed by the supplier, such circumstances shall not be considered as unforeseen circumstances or obstacles and shall not be subject to additional payment.

\*\* No payment shall be made for these works if they are performed by the contractor of Polish gas transmission system operator GAZ SYSTEM S.A.

\*\*\* Price/fee for the performance of exploratory archaeological investigations in the area of 1 m<sup>2</sup>, preparation of report and coordination: EUR ..... excl. VAT

\*\*\* The supplier shall additionally indicate (without including in the price of the procurement object) the fee for the performance of exploratory archaeological investigations in the area of 1 m<sup>2</sup>, preparation and coordination of all necessary reports. Based on this fee, the supplier will be paid for actually performed works (by actually calculating the area of performed exploratory archaeological investigations in sq. metres).

The supplier shall indicate the price for exploratory archaeological investigations referred to in line 1.16 of the table according to the area indicated in Contract Documentation (Annex D) (190 m<sup>2</sup>).

\*\*\*\* Price/fee for the performance of detailed archaeological investigations in the area of 1 m<sup>2</sup>, preparation of report and coordination: EUR..... excl. VAT.

\*\*\*\* The supplier shall additionally indicate (without including in the price of the object of procurement) the fee for the performance of detailed archaeological investigations in the area of 1 m<sup>2</sup>, preparation and coordination of all the necessary reports. Based on this fee, the supplier will be paid for actually performed works (by actually calculating the area of performed detailed archaeological investigations in sq. metres).

The supplier shall indicate the price for detailed archaeological investigations in line 1.17 of the table according to the area indicated in Contract Documentation (Annex D) (25,019 m<sup>2</sup>).

### 3. Prices for the object of procurement in separate stages:

Item No	Name of the object of procurement and its components	Offered prices for the object of procurement and its components excl. VAT, EUR
<u>1.</u>	<u>Construction works for the section of the gas interconnection Poland-Lithuania in the territory of the Republic of Lithuania performed according to the requirements and conditions laid down in Annex C (in total), of which:</u>	
1.1.	In the section from the place of the start of construction works/connection – valve site close to Jauniūnai gas compressor station to valve site No 6 (~73 km)	
1.2.	In the section from valve site No 6 to valve site No 10 (~30 km)	
1.3.	In the section from valve site No 10 to valve site No 13 (~26 km)	
1.4.	In the section from valve site No 13 to the place of the end of works – GIPL connection point (~37 km)	
1.5.	Construction of gas pressure reduction and metering station	

### 4. The following documents shall be presented together with the tender:

Item No	Name of submitted documents	Number of pages
1.		
2.		

5.\*\*\*\*\* This tender also includes confidential information (documents with confidential information are stitched separately):

Item No	Name of submitted document	Document is uploaded in this PPO IS tender window line ("Enclosed documents")

*\*\*To be filled, if confidential information is included. The supplier cannot indicate that the tender price or the entire tender is confidential.*

6. By signing the tender with safe e-signature, I hereby confirm that the digital copies of documents are true.

\*By completing this form, the supplier shall present all the above-mentioned information. In case of striking out of the provisions of this form, except for Item 5, the tender will be rejected. The supplier may choose not to fill Item , or strike them out. If the supplier does not fill or strike out Item 5, it shall be deemed that Form B of the tender and documents accompanying it exclude confidential information.

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(name, surname and signature of the supplier or his authorised person)

L. S.

**Annex B to the Procurement Conditions  
No 1-LIN(Darbai)/2016**

**Draft**

**CONTRACTOR AGREEMENT No 1-LIN(Darbai)/2016**

[...] 2016

AB "Amber Grid", company No 303090867, having its headquarters at Savanorių pr. 28, LT-03116 Vilnius, Lithuania (hereinafter referred to as the **Employer**), represented by [...] acting under the [...], and

[...], company No [...], having its headquarters at [...] (hereinafter referred to as the **Contractor**), represented by [...] acting under the [...],

hereinafter jointly referred to as the **Parties** and each separately may also be referred to as the **Party**,

**WHEREAS:**

- (A) on [...] 2016, the Employer published a notice of public procurement by negotiated procedure with publication of a contract notice "Construction Works of the Section of Gas Interconnection Poland–Lithuania located in the Territory of the Republic of Lithuania" in the Central Public Procurement Information System available on the internet website <https://pirkimai.eviesiejipirkimai.lt/>, procurement No [...];
- (B) upon reading and analysing the Procurement Documents, the Contractor submitted a request to participate in the Procurement and was invited to submit a tender on the execution of construction works of the section of gas interconnection Poland–Lithuania (GIPL) located in the territory of the Republic of Lithuania;
- (C) the Employer acknowledged the final tender of [...] 2016 submitted by the Contractor for the Procurement as the best and invited the Contractor to conclude this agreement on the procurement of works;

**THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

**1. Definitions**

1.1. Terms used in the Agreement including its recitals shall have the meanings set forth below unless the context requires otherwise:

- 1.1.1. **Works** shall mean construction works of the Project, which scope and execution conditions are laid down in the Procurement Documents. Works documentation submitted with the Preliminary Technical Design and the Technical Design in the original format, i.e. DWG, DOC, XLS, etc., shall not be final. By concluding this Agreement, the Contractor shall assume the risk of execution of all works and provision of services

- related thereto in order to implement solutions provided in the Preliminary Technical Design (as amended by the Technical Design) and Working Designs;
- 1.1.2. **Working Design** shall mean the Project working design drawn up by the Contractor pursuant to the procedure established by the legal acts and, *inter alia*, pursuant to this Agreement and the Technical Design, which details solutions of the Technical Design;
- 1.1.3. **Essential Design solutions** shall mean Design solutions determining the location of the Object in the land lots, the purpose of the Object and its parts, the supporting structures and their layout, external dimensions of the Object (height, length, width, etc.) and implementing special handling and protection requirements of the protected territory and (or) special heritage protection requirements;
- 1.1.4. **Phases** shall mean four phases of the Works indicated in Item 10 of the Specifications (Annex C to the Procurement Conditions), and **Phase** shall mean any of these Phases;
- 1.1.5. **Completion Certificate** shall mean, subject to the specific case, a certificate of completion of either all Works or the respective Phase (or Phases) of Works drawn up and issued by the competent authority (the commission formed thereby) pursuant to the procedure laid down by the legal acts, which, *inter alia*, confirms that the entire Project or a part thereof described by the respective Phase was built in accordance with the Design solutions;
- 1.1.6. **Final Handover Certificate** shall mean the Works acceptance and handover certificate concluded in writing between the Employer and the Contractor and signifying, *inter alia*, the handover of all Works (their results) of the respective Phase or, upon the arrangement of the Parties, several Phases by the Contractor to the Employer, which shall be drawn up pursuant to the requirements set out in Item 7;
- 1.1.7. **Conditions Precedent** shall mean conditions for the Agreement to come into effect laid down in Item 3.1 of the Agreement;
- 1.1.8. **Price** shall mean the final price indicated in the Tender, for which the Contractor undertakes to carry out all Works and rectify all defects of Works detected within the guarantee terms established in the Agreement: EUR [...] ([...]) VAT excluded. The split of the Price in respect of a separate Phase and in respect of the Works constituting the separate Phase is provided in the Tender;
- 1.1.9. **Object** shall mean the section of main gas interconnection between Poland and Lithuania in the territory of the Republic of Lithuania described in the Specifications;
- 1.1.10. **Tender** shall mean the final tender of [...] 2016 submitted by the Contractor for the Procurement of [...] 2016 as it is defined in the Procurement Documents. The Tender shall be an integral part of the Agreement;
- 1.1.11. **Procurement** shall mean the public procurement by negotiated procedure with publication of a contract notice "Construction Works of the Section of Gas Interconnection Poland–Lithuania located in the Territory of the Republic of Lithuania" published by the Employer on [...] 2016 in the Central Public Procurement Information System available on the internet website <https://pirkimai.eviesiejipirkimai.lt/>, procurement No [...];
- 1.1.12. **Procurement Documents** shall mean all documents and data submitted by the Employer to potential contractors (suppliers) in the course of Procurement describing the acquired Works and Procurement conditions: the Procurement notice published in the Central Public Procurement Information System and the Official Journal of the European Union, Specifications, draft Agreement, other documents related to the Procurement and



clarifications (revisions) of these documents submitted by the Employer to potential contractors (suppliers) in the course of Procurement;

- 1.1.13. **EIA Report** shall mean an environmental impact assessment report prepared by UAB "Kelprojektas" and the Resolution No (15.9)-A4-9208 of 21 August 2015 of the Environmental Protection Agency "On the Possibilities of Construction of the Section of Gas Interconnection Poland–Lithuania located in the Territory of the Republic of Lithuania";
  - 1.1.14. **Preliminary Technical Design** shall mean Annex D to the Procurement Conditions including the clarifications and revisions thereof submitted in the course of Procurement;
  - 1.1.15. **Design** shall mean jointly the Preliminary Technical Design (as amended by the Technical Design) and the Working Design;
  - 1.1.16. **Designer** shall mean UAB "Ardynas";
  - 1.1.17. **Specifications** shall mean Annex C to the Procurement Conditions and Preliminary Technical Design, as amended by the Technical Design, including the clarifications and/or revisions thereof submitted in the course of Procurement;
  - 1.1.18. **Construction Site** shall mean the territory indicated in the Preliminary Technical Design (as amended by the Technical Design) where the Works shall be carried out;
  - 1.1.19. **Agreement** shall mean this contractor agreement for the Works and all annexes, amendments and supplements hereto, as well as other documents described in the Agreement as an integral part thereof;
  - 1.1.20. **Interim Handover Certificate** shall mean a handover and acceptance certificate concluded between the Employer and the Contractor as it is provided in Item 7.2, which shall be signed exclusively for the purpose of interim payments of the Price to the Contractor provided in Item 13 and shall not mean the handover of Works carried out by the Contractor to the Employer or Employer's approval of the duly performance of Works;
  - 1.1.21. **Technical Supervisor** shall mean a technical supervisor of construction works, the Employer's employee representing the Employer and managing the technical supervision of Works as it is provided in the Technical Construction Regulation STR 1.09.05:2002 "Technical Supervision of Construction of a Construction Works" approved by the Order No 178 of 15 April 2002 of the Minister of Environment of the Republic of Lithuania (current edition);
  - 1.1.22. **Technical Design** shall mean the first and main phase of the design of construction works (Project) drawn up and approved pursuant to the procedure established in the Technical Construction Regulation STR 1.05.06:2005 "Design of a Construction Works" approved by the Order No D1-708 of 30 December 2004 of the Minister of Environment of the Republic of Lithuania (current edition). The Technical Design shall be drawn up on the grounds of the Preliminary Technical Design and may correspond to it or revise it, and shall substitute the Preliminary Technical Design when submitted to the Contractor by the Employer pursuant to the procedure established herein.
- 1.2. The following rules shall apply to the interpretation of the Agreement:
- 1.2.1. any references to a person shall include any physical person or legal entity;
  - 1.2.2. unless the context otherwise requires, any references to Items, annexes and paragraphs shall mean Items, annexes and paragraphs hereof. A reference to any other agreement made herein shall also mean attachments and annexes thereto;

- 1.2.3. words in the singular form shall be construed to include the plural and vice versa; also, words of any gender shall also mean other genders, unless the context of use of the respective word signifies otherwise;
- 1.2.4. unless expressly stated otherwise, any reference to days shall mean calendar days;
- 1.2.5. any reference to "including" shall be interpreted as "including, but not limited to";
- 1.2.6. any reference to "amendment" shall include supplements, novations, new formulations or repeated adoption, and the words "amend" and "amended" (or any derivatives thereof) shall be construed to that effect;
- 1.2.7. the word "consent" shall be construed as including any approval, coordination, authorisation, licence, instruction, permit, record, or registration, and any reference to the obtaining of consent shall be construed to that effect;
- 1.2.8. unless expressly stated otherwise, any reference to a document in writing or in a written form shall also include e-mails;
- 1.2.9. item titles shall be used for convenience only and are not to be considered in interpreting this Agreement.

## **2. Subject Matter of the Agreement**

- 2.1. Pursuant to the conditions, procedure, and time frame established herein, the Contractor undertakes to carry out all Works, rectify the defects thereof, and reimburse the Employer for all losses incurred due to the defects of Works using the labour resources and means, competences, experience, and knowledge of the Contractor, and the Employer undertakes to accept the Works performed in a duly manner and pay the Price to the Contractor.
- 2.2. The Contractor hereby states and confirms that prior to the signing hereof, the Contractor has duly and comprehensively analysed the Specifications and other Procurement Documents, including the Preliminary Technical Design, as well as the prepared EIA Report, and has made certain that solutions provided therein correspond to the requirements of the legal acts and are economically rational and safe. The Contractor confirms that, to the best of its knowledge and belief, there are no errors or other defects in the aforementioned documents and it assumes the risk of possible revisions of Works in the Working Design, as well as of works not provided in the Agreement documents, but which must be carried out in order to complete the Works in a duly manner and obtain all Completion Certificates, as well as fulfil all conditions for the handover of Works to the Employer under the Final Handover Certificate.

## **3. Coming into Effect of the Agreement**

- 3.1. This Agreement shall come into effect and the Contractor shall become entitled to carry out the Works and demand the remuneration provided in the Agreement for the Works carried out in a duly manner, and the Employer shall assume the obligation to pay the Contractor the remuneration provided in the Agreement for the Works carried out in a duly manner only as of the moment when all and every of the Conditions Precedent indicated below are fulfilled:
  - 3.1.1. the Contractor submits to the Employer the security indicated in Item 11.1 to ensure the fulfilment of the Agreement;
  - 3.1.2. the Management Board and General Meeting of Shareholders of the Employer approve the signing of the Agreement in accordance with the procedure established in the Republic of Lithuania Law on Companies and the Articles of Association of the Employer.

- 3.2. The Conditions Precedent shall be fulfilled by the Parties not later than within 30 days as of the day of signing of the Agreement.
- 3.3. Having received the security ensuring the fulfilment of the Agreement submitted by the Contractor, the Employer shall evaluate the submitted documents and confirm in writing the correspondence of the security ensuring the fulfilment of the Agreement to the requirements of the Agreement or shall reasonably indicate its defects not later than within 3 working days. The Condition Precedent indicated in Item 3.1.1 shall be considered fulfilled as of the day of Employer's written approval of the security ensuring the fulfilment of the Agreement. The approval shall be an integral inseparable part of the Agreement.
- 3.4. If the Contractor fails to fulfil the Condition Precedent indicated in Item 3.1.1 within the term established in Item 3.2, the Employer shall notify the Contractor that it is considered that the Contractor refused to conclude this Agreement. In such event the Employer shall have the right to invite, pursuant to the procedure established in the Procurement Conditions, another contractor to conclude the Agreement and shall be entitled to use the Tender security submitted by the Contractor pursuant to the procedure established in the Procurement Conditions, as well as to demand from the Contractor to reimburse the losses incurred due to non-coming into effect of the Agreement, including the difference between Prices offered by the new contractor invited to sign the Agreement and the Contractor, to the extent such losses are not covered by the Tender Security of the Contractor.
- 3.5. As soon as the Employer's Management Board and the General Meeting of Shareholders approve the conclusion of the Agreement, the Employer shall notify the Contractor of the same without any delay and submit the copies or extracts of the respective decisions of the Management Board and the General Meeting of Shareholders.
- 3.6. If the Employer fails to fulfil the Condition Precedent indicated in Item 3.1.2 within the term set out in Item 3.2, the Contractor shall have the right to extend the fulfilment of this condition for a reasonable term or to inform in writing that the Agreement shall not be concluded and demand from the Employer to reimburse all direct losses incurred by the Contractor on this account, which, by the mutual agreement of the Parties, shall not exceed EUR 100,000.

#### **4. Initiation of Works and Terms of Execution Thereof**

- 4.1. The Contractor shall initiate the execution of Works as soon as the Employer's written approval of suitability of the security ensuring the fulfilment of the Agreement provided in Item 3.3 and the Employer's notification about the approval of conclusion of the Agreement by the Management Board and the General Meeting of Shareholders provided in Item 3.5, as well as documents supporting the aforementioned are received. If the Contractor initiates the execution of Works before the Agreement comes into effect, it shall assume all risks associated therewith, including the risk of non-payment for the Works carried out by the Contractor, the obligation to remove the results (consequences) of carried out Works at the Contractor's own expense, as well as all other risks related to the non-coming into effect of the Agreement. The Contractor shall not be entitled to make any demands or claims towards the Employer regarding any expenses, costs or losses incurred by the Contractor due to the Works that were initiated before the Agreement came into effect.
- 4.2. The Contractor must carry out all Works of the respective Phase, including the environmental cleaning works, and obtain its Final Handover Certificate **not later than until the term of completion of the respective Phase established in Item 10 of the Specifications (Annex C to the Procurement Conditions).**

- 4.3. The Works shall be carried out pursuant to the schedule of execution of Works provided in the Contractor's Tender. The schedule of execution of Works may be corrected by a written agreement between the Parties pursuant to a reasonable suggestion of the Contractor if this does not change the terms of implementation of separate Phases. The schedule of execution of Works must be revised if the terms of execution of Works are extended in cases provided in Items 4.4, 4.8 and 5 and such extension is formalised by a written agreement of the Parties.
- 4.4. The Contractor shall have the right to request the extension of separate terms of implementation of Phases indicated in Item 4.2 only in circumstances described below, except for the cases when such circumstances are determined by the reasons depending on the Contractor or attributable to the liability thereof:
  - 4.4.1. exceptionally adverse natural conditions occurring for more than 10 working days, e.g., intensive downpours, floods, heavy fog, squalls, heavy snow, blisters, very low environmental temperature, etc. This possibility shall be applicable only to the Works, which execution and execution quality depend on the natural conditions;
  - 4.4.2. any state or municipal institution does not carry out its functions required for the duly fulfilment of obligations of the Contractor under the Agreement within the established (or if unavailable, reasonable) term;
  - 4.4.3. Employer's actions or omission preventing the duly and timely fulfilment of Contractor's obligations under the Agreement including the Employer's delay in delegating specialists responsible for the fulfilment of obligations provided in the Agreement, non-handover of the Construction Site to the Contractor, non-issuance of the approval indicated in Item 8.1.4 or other approvals required for the execution of Works that must be issued by the Employer upon amending the Essential Design solutions as provided in Item 14.6, and non-fulfilment or unduly fulfilment of other obligations assumed by the Employer under this Agreement;
  - 4.4.4. in the course of execution of Works, circumstances emerge that were impossible to reasonably foresee during the signing hereof, e.g.: actions or omission of third parties, disputes carried out according to a pre-trial or trial procedure, the change in provisions of legal acts related to the fulfilment of the Agreement, delays or refusal of land owners, on whose land plots the Project must be implemented pursuant to the designs and this Agreement, to establish a servitude on the conditions determined by the Employer or to provide other rights to execute the Works on the land plot belonging to such land owners, as well as other circumstances depending on the third parties that cannot be removed by the Contractor using rational and reasonable means;
  - 4.4.5. the term of implementation of the previous Phase was extended and thereby it was objectively impossible to start the next Phase at the time determined in the Agreement for Works and the Tender.
- 4.5. The Contractor requesting the extension of the term of implementation of the Phase pursuant to Item 4.4 must substantiate the occurrence of respective conditions and their impact on the terms of execution of Works. The Contractor must inform the Employer about the origination of respective circumstances not later than within 10 days as of the day of disclosure of these circumstances or the day when they should have been disclosed and must submit the evidence proving the fact of existence of these circumstances together with the notification, as well as must submit reasonable suggestions regarding the amendment of terms of execution of Works (and the schedule of execution of works). If the Contractor fails to adhere to the term of notification about the originating circumstances that determine the extension of the term of execution of Works, the term of extension of Works shall be reduced by the number of days

of delay to notify about the origination of circumstances requiring the extension of Works by the Contractor.

- 4.6. If the Employer does not agree with the Contractor's request indicated in Item 4.5 received thereby, the Employer shall organise a meeting (if required, several meetings) with the Contractor in the course of which the Parties, acting in good faith and in good spirit, must seek a mutual agreement on the existence of circumstances indicated in Item 4.4, the impact thereof on the execution of specific Works and terms of execution of such Works. If the Employer does not agree with the Contractor's request, the Employer shall submit to the Contractor a reasonable written refusal to fulfil the Contractor's request. If the Employer agrees with the Contractor's request (if applicable, in consideration of the meeting results), the Employer shall provide a written confirmation to the Contractor on the existence of the circumstance indicated in Item 4.4 and the period of extension of the term of execution of specific Works. The Parties shall formalise the extension of the term of execution of Works by making an additional written agreement. The agreement signed by the Parties shall be an integral part of this Agreement.
- 4.7. Terms of implementation of separate Phases indicated in Item 4.2 of the Agreement may be extended only for such a period until the circumstances indicated in Item 4.4 exist or for such a period during which they prevent the duly execution of respective Works; however, terms of implementation of Phases indicated in Items 10.1 or 10.2 of the Specifications (Annex C to the Procurement Conditions) cannot be extended for more than 6 months, and terms of implementation of Phases indicated in Items 10.3 or 10.4 of the Specifications (Annex C to the Procurement Conditions) cannot be extended for more than 12 months. If circumstances indicated in Item 4.4 exist for a longer period than the maximum extensions of terms of execution of Works allowable under this Item, the Contractor shall assume the right to require the suspension of Works pursuant to the procedure and requirements established in Item 5.
- 4.8. The Contractor shall also have the right to suggest the extension of terms of implementation of separate Phases indicated in Item 4.2 in other cases when such an extension would ensure better promotion of Employer's interests. In this case, the Contractor must submit to the Employer a reasonable offer with the suggested extension terms, substantiation of such terms, and specifically substantiated benefit of such extension for the Employer. The terms of implementation of separate Phases may be extended on these grounds for a period of no longer than 6 months. The Parties hereby confirm that the Employer is entitled at its own discretion to reject such offer of the Contractor to extend the terms of execution of Works indicated in the Agreement without indication of any reasons for such rejection to the Contractor. If due to such extension of terms of execution of Works the Essential Design solutions must be amended, such amendment shall be carried out pursuant to Item 14.6.

## **5. Suspension of Works**

- 5.1. The Employer shall be entitled to instruct the Contractor at any time to suspend the execution of all Works or any part thereof if this is required due to objective circumstances that could not be reasonably predicted by the Employer at the time of conclusion of the Agreement and the risk of which was not assumed by the Parties hereby. The Employer shall indicate the specific reasons and term of suspension in its instruction to suspend the Works.
- 5.2. If the Contractor is late to execute the Works within the terms established in the Agreement or reasonably incurs or will clearly incur in the future additional expenses due to the

suspension of Works or a part thereof pursuant to Item 5.1, the Contractor shall have the right to demand from the Employer to:

- 5.2.1. extend the term of execution of Works, the time of execution of which will be affected by the suspension of Works, for a period that is objectively necessary due to the suspension of Works, but for no longer than 12 months;
  - 5.2.2. reimburse additional expenses of the Contractor incurred due to the suspension of Works, but excluding the Contractor's profit.
- 5.3. If the Works are suspended for a longer period than 180 days, apart from the means indicated in Item 5.2, the Contractor shall have the right to demand from the Employer to:
- 5.3.1. reimburse additional expenses of the Contractor, but excluding the profit of the Contractor, incurred due to handling and storage of materials and equipment required for the execution of Works, which were delivered to the Construction Site or to the Contractor, or which must be accepted by the Contractor, as well as expenses incurred due to additional Works required in order to suspend the Works and to ensure the suitability of the Construction Site and/or the results of Works for the subsequent execution of Works;
  - 5.3.2. pay the annual interest in the amount of 1 percent and EURIBOR 6-month (Euro Interbank Offered Rate established on the day of submission of instruction to suspend the Works and recalculated every 6 months) of the Price of the suspended Works of the respective Phase.
- 5.4. If due to the suspension of Works the Employer must pay to the Contractor certain amounts, after the lapse of the respective calendar month of suspension of Works, the Contractor shall submit to the Employer the detailed calculation and substantiation of payable amounts. The Employer shall approve the calculated amounts or submit a reasonable refusal to do the same in writing not later than within 7 working days. Upon the written approval of calculated amounts by the Employer, the Contractor shall submit to the Employer an invoice for the respective amount accompanied by the invoice indicated in Item 13.2. The Employer shall pay this amount within the period established in Item 13.2.
- 5.5. The Contractor shall not be entitled to demand the extension of terms of execution of Works or the compensation of additional expenses indicated in Items 5.2 and 5.3 if the Works were suspended due to reasons depending on the Contractor itself, such as Contractor's mistakes, Works that were carried out or are currently carried out in an unduly manner, or if low-quality materials/equipment were used, due to workplace safety violations, etc.

## **6. Equipment, Materials, Quality of Works, and Construction Technical Documentation**

- 6.1. For the execution of Works, the Contractor shall only use the materials, products and equipment meeting the requirements set out in the Procurement Documents and the Agreement. If the Procurement Documents do not establish requirements for respective materials, products or equipment, the Contractor shall use only new and unused materials, products and equipment of the latest type or the type used during the period of execution of Works, which the Designer has coordinated with the Employer.
- 6.2. If the Contractor uses materials, products or equipment not corresponding to the requirements set out in Item 6.1, the Employer or a technical supervisor representing the Employer shall have the right at any time to demand from the Contractor to substitute them at the Contractor's expense with the materials, products and equipment corresponding to the requirements set out in Item 6.1.

- 6.3. The Contractor shall accompany the notification about the intended procedure of completion of Works provided in Item 7.8 that is submitted to the Employer with the technical documentation for the equipment and devices indicated below (1 copy each):
- 6.3.1. technical certificates and maintenance instructions in the Lithuanian language for valves, gas process equipment, and measuring devices;
  - 6.3.2. technical and use data for valves, pipes, and insulation;
  - 6.3.3. protocols and documents on the results of tests and inspections of the equipment and materials;
  - 6.3.4. declarations of conformity, certificates, and the respective permits for use in Lithuania;
  - 6.3.5. technical specifications and the Design drawings required by the legal acts with the "as-built" note approved by the signatures of Project Construction Manager and Technical Supervisor, as well as other documents required in order to obtain the Works Completion Certificate.
- 6.4. The Contractor shall also submit to the Employer the following set of documents together with the documents indicated in Item 6.3:
- 6.4.1. all quality certificates issued by the manufacturer and test protocols for valves , equipment, and materials, as well as documents of conformity of material safety and inspection reports;
  - 6.4.2. maintenance instructions issued by manufacturers for the equipment, products, devices, systems, and materials constituting the part of the Project for which the Completion Certificate is requested;
  - 6.4.3. lists of suppliers and subcontractors with addresses, telephone and fax numbers, and e-mail addresses.
- 6.5. The documentation indicated in Items 6.3 and 6.4 of the Agreement that must be submitted to the Employer shall be arranged in files with the contents thereof, and all user manuals and drawings shall be in the Lithuanian language.

## **7. Completion of Works and Handover Thereof to the Employer**

- 7.1. The Employer shall have the right by its own efforts or via its representatives to perform the supervision of carried out Works, including the technical supervision of implementation of the Technical Design and technical supervision of the Project construction. At any time in the course of implementation of the Agreement, the Employer shall have the right to use services of an expert in the respective field who would inspect the quality of Works carried out by the Contractor, and the Contractor undertakes to ensure for such experts all required conditions, including the access to the Construction Site, and the submission of all required documents in order for them to inspect the quality of carried out Works and correspondence thereof to the Agreement and the requirements of applicable legal acts.
- 7.2. The course of Works carried out by the Contractor shall be recorded by signing Interim Handover Certificates according to the form agreed upon with the Employer in advance. Every calendar month of execution of Works and not later than the 1<sup>st</sup> working day (inclusive) of the current month, the Contractor shall submit the Interim Handover Certificate for the Works carried out within the last calendar month for the approval of the Technical Supervisor. Interim Handover Certificates shall include:
- 7.2.1. the Works carried out within the respective month with the indication of exact quantities thereof, rates applicable under the Agreement, and the total price of carried

out Works, and a clear distinction of archaeological analyses, quantities thereof, applicable rates, and the total price;

7.2.2. certificates of carried out hidden Works signed by the Technical Supervisor;

7.2.3. comprehensive and detailed reports of carried out and planned works in accordance with the forms agreed upon with the Employer.

- 7.3. The Contractor shall submit the Interim Handover Certificate approved by the Technical Supervisor to the Employer. Having received the Interim Handover Certificate signed by the Technical Supervisor, the Employer may reasonably request from the Contractor to explain or specify the data indicated in the Certificate. Not later than within 5 working days as of the day of receiving of the Interim Handover Certificate (if the explanation or specification of data indicated in the Certificate is requested, as of the day of receipt thereof), the Employer shall sign it and submit a copy thereof to the Contractor, or submit a reasonable refusal to sign. The Employer may refuse to sign Interim Handover Certificates if they do not correspond to the requirements established in Item 7.2 or if they are not signed by the Technical Supervisor.
- 7.4. As of the moment of signing of the Interim Handover Certificate, the title to all results of Works indicated in the Interim Handover Certificate shall pass to the Employer. For the sake of clarity, the Parties hereby confirm that despite the moment of passage of the title, the Contractor shall be responsible for the duly protection of results of such Works and for the fulfilment of other obligations indicated in the Agreement with respect to the unfinished Works until the day of signing of the Final Handover Certificate for the respective Phase.
- 7.5. Having completed the Works of the Phase (or, if the Parties agree otherwise, of several Phases), the Contractor must organise all procedures and perform all actions required in order to obtain the Completion Certificate in accordance with the requirements of applicable legal acts. The Contractor shall notify the Employer about the completion of Works and the initiation of the Works completion procedure, the purpose of which, *inter alia*, is to obtain the Completion Certificate, not later than 30 days in advance. The Contractor shall accompany the aforementioned notification to the Employer with all available information and documents, including those indicated in Items 6.3 and 6.4, that are required for the Employer to be able to perform inspections of Works provided in Item 7.10 and/or prepare for the Completion Certificate procedure in a duly manner. If the Contractor fails to adhere to the aforementioned term and/or submits incomplete information that is required by the Employer, the Employer shall have the right to demand the postponement of the procedure of completion of Works (the beginning of work of the construction completion commission) for the respective period. The Employer shall notify the Contractor about the defaults of information provided under this Item not later than within 5 working days as of the day of receiving of the respective information. The Contractor shall assume all risks for delay in execution of the respective Works if the Works completion procedure is delayed pursuant to the Employer's request on the grounds of this Item.
- 7.6. Having received the notification about the completion of Works and the initiation of the procedure of completions of Works indicated in Item 7.5, the Employer shall be entitled but not obligated to perform the inspection of Works provided in Item 7.10 and submit the Works inspection certificate, which consequences are provided in Item 7.11. The Employer's right to perform the inspections of Works provided in this Item shall not prevent the Employer from carrying out the inspections provided in Item 7.10 before the signing of the Final Handover Certificate and cannot be considered the approval provided by the Employer with regard to the suitability of Works, or the waiver of right to impose requirements regarding the defects



of Works in the course of further inspections of Works and/or during the guarantee period indicated in Item 10.3.

- 7.7. The Employer undertakes to cooperate with the Contractor and provide the same with authorisations, required information, documents, and data available to the Employer that are required for the Contractor to be able to perform the Works completion procedures in a duly manner and to obtain the Completion Certificate.
- 7.8. The Parties agree that the Employer shall accept the Works of the respective Phase only after the Contractor fulfils in a duly manner all requirements indicated below:
  - 7.8.1. carries out all Works of the respective Phase in a duly manner and they correspond to all requirements of the Agreement and applicable legal acts, are approved by the Technical Supervisor, and the Completion Certificate for the respective Phase was received;
  - 7.8.2. completes all uncompleted works indicated by the respective authorities in the course of the procedure of completion of Works and rectifies all defects;
  - 7.8.3. performs all tests of Works provided in the Specifications (Annex C to the Procurement Conditions) and the results thereof are positive;
  - 7.8.4. performs all required cadastral measurements of the results of Works, prepares and coordinates with the Employer cadastral data files, and performs the verification thereof with the Real Property Register, as well as delivers these documents to the Employer;
  - 7.8.5. delivers all documentation provided in Items 6.3 and 6.4 related to the Works of the respective Phase;
  - 7.8.6. in order to ensure the duly fulfilment of obligations thereof under Item 10, submits to the Employer the security for guarantee obligations provided in Item 11.2 for the Works of the respective Phase;
  - 7.8.7. fulfils obligations provided in Item 9.1.6 and submits documents proving the same.
- 7.9. Having fulfilled all conditions established in Item 7.8, the Contractor may contact the Employer in writing regarding the issuance of the Final Handover Certificate of the respective Phase, submitting also the draft of the Final Handover Certificate. Having received such request of the Contractor with the draft of the Final Handover Certificate, the Employer shall, not later than within 30 days:
  - 7.9.1. issue the Final Handover Certificate indicating the date of completion of Works of the respective Phase under the Agreement, except for non-material defects and the time of correction or elimination thereof, as this is provided in Items 7.10 and 7.11; or
  - 7.9.2. may reasonably reject the request if the Contractor failed to fulfil the requirements established in Item 7.8 in order to obtain the Final Handover Certificate or if material defects of the carried out Works are established as it is provided in Items 7.10 and 7.11. Prior to submitting another request under this Item, the Contractor must fulfil the requirements indicated by the Employer and/or rectify the defects indicated by the Employer.
- 7.10. Having received the Contractor's request regarding the Final Handover Certificate and in order to make sure that the carried out Works correspond to the requirements provided in the Agreement and/or legal acts, the Employer shall have the right to perform the inspection of the respective carried out Works (or any part thereof). In the course of inspection of Works, the Employer by its own efforts or using the services of third parties, as well as of the Designer and the Technical Supervisor, shall verify if the Works correspond to all requirements of the Agreement and/or legal acts.

- 7.11. If in the course of inspection of Works indicated in Item 7.10 non-material defects are established (small unfinished Works or defects), which (until the completion of the aforementioned Works and rectification of the defects, or in the course of execution of the same) cannot have any negative impact on the safe and appropriate use of the Project according to the purpose thereof, such defects shall not prevent the signing of the Final Handover Certificate, but the Final Handover Certificate shall list all such defects and a reasonable term on no longer than 60 days (except in cases when the established defects cannot be eliminated due to adverse weather conditions, these defects must be eliminated not later than within 30 days as of the moment of occurrence of favourable weather conditions if this moment occurs later than the established total maximum term of 60 days), during which the Contractor undertakes to rectify such defects, and if the Contractor fails to do the same, the Employer shall have the right to use the security ensuring the fulfilment of Guarantee obligations indicated in Item 11.2. If in the course of inspection of Works material defects are established, the Employer shall indicate them in the Works inspection certificate and submit it to the Contractor. The Contractor is obligated to rectify the indicated material defects without delay and, upon rectifying them, to submit to the Employer the new request to issue the Final Handover Certificate indicated in Item 7.9. In this case the Employer may perform the inspection of Works anew pursuant to the procedure established in Item 7.10 and in this Item.
- 7.12. The Parties explicitly agree the Contractor shall not be entitled to sign the Completion Certificate and/or Final Handover Certificate and hand over the Works to the Employer unilaterally.
- 7.13. In the event of a dispute or disagreement between the Parties regarding the defects of Works or parts thereof, and in the event that the Parties fail to settle this dispute or disagreement by mutual negotiation, or such negotiation does not start within 5 working days as of the moment of the first written notification about the dispute or disagreement, the Parties may mutually decide that the existence or non-existence of defects of Works or any parts thereof shall be established by a commission composed of 3 experts having a qualification (certificate) of a manager of expert examination of a construction works and/or a certificate of a manager of technical supervision of a construction works. Not later than within 10 days as of the moment of decision of the Parties to delegate the dispute settlement to the expert commission, each Party shall appoint one expert of such commission, and 2 experts appointed by the Parties shall appoint the third expert. The Party cannot appoint as an expert its own employee, former employee and/or person associated with the Party by contractual or other obligation relations (except for relations resulting from the appointment of the expert). Expenses related to the appointment of the third expert (when the experts appointed by the Parties fail to reach an agreement on their candidacy within the term mentioned above) and the expenses related to services provided by the expert commission shall be covered by the Party recognised as wrong by the expert commission. If the expert commission decides that both Parties are wrong (in any aspects and on any level), both Parties shall cover the expenses incurred for the services of experts in equal parts, irrespective of the fact in what aspect and/or on what level any of the Parties was recognised as wrong. If the third expert is not appointed within 20 days as of the moment of appointment of experts of the commission by both Parties and the Parties fail to agree otherwise, in this case the dispute or disagreement regarding the defects of Works or parts thereof shall be settled at the demand of any of the Parties in the court of the Republic of Lithuania pursuant to the provisions of Item 18.2. Until the day of final settlement of the dispute, the Employer shall have the right to suspend

payments of the Price equal to the value of disputed Works or the right not to issue the Final Handover Certificate for the respective Phase if the dispute arises regarding the defects that prevent the use of the result of Works of the Phase according to its purpose.

- 7.14. Upon signing of the Final Handover Certificate, it shall be considered that the results of Works are handed over to the Employer. However, such handover shall not eliminate the Contractor's obligation to rectify all remaining defects of Works that did not prevent the signing of the Final Handover Certificate and to adhere to the guarantee obligations provided in Item 10.
- 7.15. In order to avoid any doubts, the Parties hereby agree and confirm that the accidental risk of perish of the results of Works shall pass from the Contractor to the Employer only upon the signing of the Final Handover Certificate for the respective Works by both Parties.

## **8. Employer's Obligations**

### **8.1. The Employer hereby undertakes:**

- 8.1.1. not later than within 10 working days as of the day of coming into effect of the Agreement, or on 15 September 2016 in case this date is the later one, to hand over to the Contractor by means of an acceptance and handover certificate the document(s) permitting the construction of the Project if these documents were not delivered to the Contractor earlier;
- 8.1.2. to hand over to the Contractor without delay the approved Technical Design, which the Contractor shall adhere to in the course of execution of Works and fulfilment of other obligations hereunder. As soon as the Employer hands over the Technical Design to the Contractor, any references to the Preliminary Technical Design or the Technical Design in the Agreement and documents related to the implementation thereof shall be considered as referring only to the Technical Design, including the amendment of Essential Design solutions pursuant to Item 14.6. Also, the Parties hereby agree that if there are any differences between the Object's general indicators of the Technical Design and the indicators specified in Annex [...] to the Agreement, these differences shall be considered the amendment of Essential Design solutions performed by the Employer within the meaning of Item 14.6, and in accordance to the procedure indicated in the aforementioned Item the price of the relevant Works shall be recalculated. The existence of differences between the Object's general indicators of the Technical Design and the indicators specified in Annex [...] to the Agreement and the impact thereof on the Price and/or terms of execution of Works, and/or schedule of execution of Works shall be substantiated by the Contractor, who shall submit to the Employer the differences and calculations substantiating the impact thereof, as well as other supporting documents. Disputes arising between the Parties regarding the differences between the Object's general indicators of the Technical Design and the indicators specified in Annex [...] to the Agreement and the impact thereof on the Price and execution and terms of execution of Works shall be settled pursuant to the procedure set out in Item 7.13;
- 8.1.3. to hand over to the Contractor by means of an acceptance and handover certificate a part of the Construction Site required for the respective Phase not later than within 10 working days as of the day of receiving of the respective request from the Contractor;
- 8.1.4. upon the submission of all documents by the Contractor indicated on the website <https://www.ambergrid.lt/lt/perdavimo-sistema/saugumas/kvalifikaciniai->

- reikalavimai, to issue a written consent permitting to carry out works at operational objects (installations) of the natural gas transfer system and/or the protection zone thereof not later than within 10 working days;
- 8.1.5. to approve the Working Design submitted by the Contractor not later than within 20 working days as of the submission thereof or to submit a reasonable refusal to do the same within the aforementioned period;
  - 8.1.6. having received the Contractor's request, according to the competence of the Employer provided in the Agreement or legal acts, to issue to the Contractor all consents required for the fulfilment of obligations of the Contractor provided in the Agreement as soon as possible but not later than within 10 working days (unless other terms are provided in the Agreement in this specific case) if the Employer was provided with all information and documents required for the same. The Employer shall not be entitled to refuse the issuance of consents provided in this Item unreasonably;
  - 8.1.7. to perform the technical supervision of Works by the Employer's own efforts or via the Technical Supervisor;
  - 8.1.8. to accept the Works executed in a duly manner from the Contractor and to pay the Price for the carried out Works pursuant to the procedure set out in Item 13 hereof;
  - 8.1.9. pursuant to the procedure and terms indicated in the Specifications (Annex C of the Procurement Conditions), to hand over to the Contractor by means of an acceptance and handover certificate signed by the Parties the steel pipes supplied by the Employer, which shall be used by the Contractor for the execution of Works.

## **9. Contractor's Obligations**

### **9.1. The Contractor hereby undertakes:**

- 9.1.1. to perform the Works in good quality in accordance with this Agreement, Technical Design, Working Design, terms of written consent issued by the Employer and specified in Item 8.1.3, legal acts of the Republic of Lithuania, and requirements applicable to the work of such type;
- 9.1.2. to perform the main Works specified in the Procurement Documents himself without invoking subcontractors;
- 9.1.3. to acquire necessary materials, products and mechanisms required for performance of the Works in accordance with the Specifications save for steel pipes indicated in the Specifications (Annex C to Procurement Conditions), which shall be provided by the Employer to the Contractor within the terms and in the procedure defined in the Specifications, and which shall be used by the Contractor for performance of the Works. The Contractor shall accept the steel pipes specified in this Item under the conditions and in the procedure set forth in the Specifications, and shall store them at the expense of its own. In order to avoid any doubts, the Parties shall agree that when accepting the pipes the Contractor shall undertake the risks of accidental destruction and accidental damaging of pipes as well as the obligation to repair or replace such pipes in order the latter were in the same condition as on the moment of handover thereof to the Contractor. The Contractor shall notify the Employer of inappropriate quality of the said steel pipes specified in the Specifications (Annex C to the Procurement Conditions) within 10 working days from the day of takeover of the steel pipes from the Employer; at the same time the Contractor shall submit the evidence of inappropriate quality and the fact that such defects appeared before handover of the pipes to the Contractor.

Upon failure to notify of such quality defects and to submit the respective evidence within the said term, all the risks in relation to the quality of the said steel pipes and suitability thereof for performance of the Works shall be borne by the Contractor;

- 9.1.4. before starting the Works in the security zone of a functioning gas main, to submit to the Employer the documents indicated in the Specifications and confirming its right to perform such Works (if they have not been submitted earlier in the procedure set forth in the Agreement, as well as any amendments of such documents), and a request for issuing of a written consent by the Operations Department of AB "Amber Grid" to performance of the work in the functioning objects (facilities) of the natural gas transmission system and/or security zone of the latter before commencement of such Works. The Contractor shall guarantee availability of such consent throughout the period of time of performance of respective Works and shall guarantee that all the subcontractors performing the Works in the security zone of a functioning gas pipeline were in possession of a respective consent;
- 9.1.5. within 3 working days from the day of coming in to force of this Agreement to inform the Employer of the names, addresses of the construction manager and special construction works manager and their telephone numbers by which they can be reached at any time of the day, if such information has not been provided to the Employer before; moreover, to inform the Employer of any changes of the said information;
- 9.1.6. as set forth in the Specifications (Annex C to the Procurement Conditions), to pay compensations to the land owners and/or managers for the damage to property outside the Construction Site and guarantee in writing that the land owners and/or managers have no claims;
- 9.1.7. to ensure fire prevention, compliance with environmental requirements, appropriate waste removal and utilisation, compliance with any other applicable requirements at the Construction Site;
- 9.1.8. to be fully responsible for safety of its own employees and employees of subcontractors and guarantee safe working conditions throughout performance of all Works, which would guarantee safety of all employees of the Contractor, subcontractors, and Employer as well as third persons at the Construction Site; also to guarantee that medical means and reserves thereof for provision of first aid were available at the Construction Site at any time during implementation of the Agreement, and that the Construction Site met other requirements applicable under legal acts;
- 9.1.9. should explosives be found at the Construction Site, to inform immediately special services and other responsible institutions and the Employer of such fact and take any reasonable measures to protect the Construction Site, persons and property on it from damage and possible loss;
- 9.1.10. to guarantee that throughout the validity term of the Agreement the Works were performed by qualified specialists and other persons, who possess the necessary documents confirming their qualification. The Contractor may replace the specialists indicated in the Tender with other specialists only subject to objective circumstances (death, illness of the specialists, termination of employment relation with the Contractor or its subcontractor, etc.); such replacing specialist shall have the same level of qualification and experience as the specialist being replaced. Moreover, such replacement shall only be possible subject to a prior consent of the Contractor to such a replacement;

- 9.1.11. to start a journal of works and guarantee that it was updated on a daily basis; also to provide representatives of the Employer with proper conditions to inspect the journal of construction works;
- 9.1.12. to draw up all the mandatory documents and submit reports in accordance with the requirements of the Project and EIA Report;
- 9.1.13. to obtain all the consents necessary for performance of the Works save for the documents permitting construction submitted by the Employer to the Contractor for performance of the Works;
- 9.1.14. when performing the Works comply, to with all the requirements of the laws and other legal acts of the Republic of Lithuania including, but not limited to:
  - (i) Rules of Construction of the Gas Main approved by Order No 1-12 of the Minister of Energy of the Republic of Lithuania of 28 January 2014 (with subsequent amendments);
  - (ii) Rules of Operation of a Natural Gas Transmission System approved by Order No 1-128 of the Minister of Energy of the Republic of Lithuania of 58 July 2012 (with subsequent amendments);
  - (iii) Rules of Gas Main Security approved by Order No 1-213 of the Minister of Energy of the Republic of Lithuania of 23 July 2010 (with subsequent amendments), etc.
- 9.1.15. to formalise performance of Works by Interim Handover Certificates in accordance with the requirements of the Agreement and forms pre-agreed with the Employer in advance;
- 9.1.16. within a reasonable term set by the Employer and further to a reasonable request of the latter, to rectify defects of Works;
- 9.1.17. to cooperate with the national institutions of the Republic of Lithuania supervising construction work processes, to participate at the inspections performed by such institutions, and to rectify the defects established during such inspections at the expense of its own;
- 9.1.18. to implement the requirements listed in the permits obtained, which are necessary for performance of Works, and to enable the institutions or other persons issuing such permits to maintain control and inspect compliance with such requirements;
- 9.1.19. to enable the persons indicated by the Employer or controlling institutions to participate at the tests and inspection procedures of Works set forth in the Agreement or legal acts; in such cases the Contractor shall not be exempt from liability under this Agreement;
- 9.1.20. immediately, but in any case not later than in 2 working days, to inform the Employer (and respective institutions when necessary) of the incidents violating environmental protection or human safety requirements;
- 9.1.21. when performing the tests and inspections of Works indicated in the Agreement or legal acts, to invite representatives of the Employer, Technical Supervisor, and Designer to participate at them, to supply them with the conditions and necessary means of work (save for the means which are not usually available or must not be available to the Contractor at the Construction Site);
- 9.1.22. to grant representatives of the Employer, Technical Supervisor, and Designer full access to any parts of the Construction Site, any equipment and materials storage facilities, to permit examination, inspection, measuring, and testing of materials and quality and progress of Works;
- 9.1.23. to guarantee at least 3 work places for the representatives of the Employer at the construction Site. Work places shall be inside the premises, which meet the

requirements of legal acts regulating hygiene norms and work safety, are heated and conditioned, have supply of power for domestic appliances (e.g. computer, printer, etc.), there shall be printer/copying machine (at least for A4, A3 formats), table suitable for revision of drawings of up to A1 format, work tools, unlimited internet access for all 3 work places, etc.;

- 9.1.24. to submit weekly and monthly reports on progress of Works of the form pre-agreed with the Employer. Such forms shall provide at least for the following: Works performed in the respective period of time, all per Works performed before the respective period of time, values of the implemented Works, Works planned for the next respective period of time, problems faced during the respected period of time or events, which could affect proper implementation of the Agreement or Work, or violations of legal acts, risks of the works intended to be performed in the next period of time and measures of control of such risks to be taken by the Contractor;
- 9.1.25. at the time set forth by the Employer not later than 3 days before that (but not more often than once a week), to participate at the Works progress meetings organised by the Employer, which shall be held at the premises on the Construction Site or other premises within the distance of not more than 100 km from the limits of the city of Vilnius provided at the expense of the Contractor. Works progress meetings shall not be held more often than reasonably necessary considering the current situation. At the Works progress meetings the Contractor shall make an exhaustive presentation in Lithuanian language of the Works, progress thereof, problems related to performance of Works and means of dealing with them, reply to the questions asked. The Contractor shall draw up and submit to the Employer for approval the minutes of the Works Progress Meeting latest within 2 working days or within another reasonable term set forth by the Employer in writing. In the event of violation by the Contractor of its obligation and failure to appear at the Works progress meeting, the Contractor shall be subject to the fine of EUR 500 for each meeting not attended;
- 9.1.26. to hand over properly performed Works to the Employer by formalising Works Completion Certificate (Certificates) in the procedure and in accordance with the requirements set forth in the normative construction documents of the Republic of Lithuania;
- 9.1.27. to organise the work of the Commission of Completion of Works (construction) and to submit all the documentation of implemented Works and Works Completion Certificate (Certificates) to the commission (commissions);
- 9.1.28. to rectify defects of Works established and indicated by the Commission of Completion of Works (construction) within the terms established by the commission or in the absence of the latter – within reasonable terms;
- 9.1.29. upon completion of Works, to deliver to the warehouse indicated by the Employer (at the time pre-agreed with the Employer) the remaining materials and/or equipment provided to the Contractor by the Employer and to hand them over to the Employer under a handover-acceptance certificate;
- 9.1.30. during performance of Works, to guarantee access (and driveway, where necessary) to the plots of land owners (managers) as required by the Specifications and applicable legal acts as long as usual access to them is complicated due to performed Works;
- 9.1.31. to restore damaged drainage and other engineering systems and to pay compensations at the expense of its own to the land owners and/or managers for the damage caused during performance of Works to their property located outside the Construction Site;

latest together with the notification specified in Item 7.4, to submit to the Employer written assurances of land owners and/or managers that they have no claims against the Contractor;

9.1.32. to provide information on the Object and Works as required by the Connecting Europe Facility Guidelines (detailed information available at: <https://ec.europa.eu/inea/connecting-europe-facility/cef-energy/beneficiaries-info-point/publicity-guidelines-logos>), i.e.:

- (i) at the beginning of Works (not later than within 10 days from the day of handover of the Construction Site), to produce and install temporary informational stands (at least 5), which meet the requirements;
- (ii) latest within 10 days from the day of Completion Certificate of respective Works, to produce and install permanent informational stands (at least 5), which meet the requirements;
- (iii) to guarantee that all the means of information about the Works implemented by the Contractor used the logo of the means of funding of the European infrastructure network.

9.2. The Contractor shall guarantee that any copyright product developed as the result of the Works neither could nor shall be encumbered by any property rights, requests or claims of the Contractor or third persons in respect of them. Such copyright shall be included in the Price and shall be considered as irrevocably and unconditionally assigned to the Employer forever in an unlimited territory and from the day of acceptance by the Employer of the part of Works, which resulted in any copyright product. The Contractor shall compensate for all and any loss of the Employer incurred as a result of incompliance by the Contractor with its obligations under this Item.

## **10. Quality of Works and Guarantee Obligations**

10.1. The Contractor guarantees that at the moment of signing of the Interim Handover Certificates the respective Works comply with the requirements under the Agreement and applicable legal acts and have been implemented in good quality, free of mistakes, which could annul or reduce their value.

10.2. Within the reasonable term set forth by the Employer the Contractor shall at the expense of its own rectify any defects preventing the result of Works from being used for its purpose or reducing the possibilities of use of such results, or the Contractor shall rectify them in any other way indicated by the Employer. Should the duration of rectification of defects of Works exceed the terms of completion of Works, the Contractor shall pay to the Employer a penalty for such excessive period of time as established in Item 16.6.

10.3. The Contractor shall provide a guarantee of 5 years to the general construction works of the Object, 10 years for the concealed elements (constructions, pipelines, etc.) of the Object, 20 years for the deliberately concealed defects of the Object, 5 years for the materials and equipment used by the Contractor for performance of Works save for the pipes provided by the Employer. The terms of guarantee shall commence on the day of signing the Final Handover Certificate covering the respective Works.

10.4. In the event a certain part of Works cannot be used for its purpose due to defects of Works after the day of signing of the Final Handover Certificate covering the respective Works, the guarantee terms shall be respectively extended for such part of the results of Works.



10.5. The Contractor undertakes to rectify the defects of Works established within the guarantee period specified in Item 10.3 within a reasonable term set forth by the Employer and shall cover any loss incurred by the Employer as a result of such malfunctions or defects.

## **11. Guarantees of Implementation of the Agreement and Guarantee Obligations**

11.1. Agreement implementation guarantee shall be an unconditional and irrevocable first claim bank guarantee, which essentially corresponds to the form indicated in Annex [...] to the Agreement and was issued by a bank, which at the day of issuing of guarantee shall have the investment level rating approved by at least two international rating agencies (at least: Standard & Poor's – A-, Fitch – A-, Moody's – A3 or equivalent; such rating shall be granted to the bank issuing the guarantee or a group of companies the bank belongs to). The guarantee shall:

11.1.1. be of the size of at least 10% of the Price (excluding VAT). The Contractor shall be entitled to reduce the size of such guarantee by 25% of its initial size for each completed Phase after the Employer issued the Final Completion Certificate of such Phase and at least 60 days have passed since issuing of such certificate. For this purpose the Contractor shall submit a respectively updated guarantee and the Employer shall immediately (but not later than within 5 working days from receipt of the updated guarantee) return the guarantee previously submitted by the Contractor;

11.1.2. be valid from the day the Agreement came into force to the signing of the Final Handover Certificate of the final Phase and 60 days afterwards under identical conditions or conditions not worse than those established in Item 11.1.

11.2. In order to ensure implementation of guarantee obligations the Contractor shall provide an irrevocable and unconditional first claim bank guarantee or an assurance of an insurance company. The guarantee of implementation of the guarantee obligations shall:

11.2.1. be issued by a bank/insurance company which at the day of issuing of guarantee shall have the investment level rating approved by at least two international rating agencies (at least: Standard & Poor's – A-, Fitch – A-, Moody's – A3 or equivalent; such rating shall be granted to the bank/insurance company issuing the guarantee or a group of companies the bank/insurance company belongs to);

11.2.2. be of the form pre-agreed with the Employer; in any case, it shall cover at least the following conditions:

11.2.2.1 the bank/insurance company shall pay to the Employer further to the first claim of the latter an amount not exceeding the one indicated in the guarantee or assurance;

11.2.2.2 the Employer shall not have to substantiate its claim, however, it shall indicate the reasons for claiming the assurance;

11.2.2.3 the amount indicated in the assurance may be reduced by an amount respectively payable to the Employer;

11.2.2.4 no additional requirements and/or restrictions of the bank/insurance company shall apply to the assurance.

11.2.3. shall constitute at least 2.5% of the Price (excluding VAT) for the Works of one implemented Phase. Separate guarantees or assurances shall be provided for the Works of different Phases or a single common guarantee or assurance may be submitted if the size of the latter is at least the amount necessary to cover guarantee obligations of Works of respective separate Phases;

- 11.2.4. be valid for at least 2 years after the day of signing of the Final Handover Certificate of the respective Phase.
- 11.3. Assurances specified in Item 11 of the Agreement shall be valid throughout the validity term of the Agreement and the period of time established for a respective assurance under this Agreement. Respective assurance may be valid for a shorter period of time; however, in such case the Contractor shall submit to the Employer a new assurance corresponding to the requirements of Item 11 within 15 days before expiry of the respective assurance.

## **12. Insurance**

- 12.1. The Contractor shall acquire insurance at an insurance company acceptable to the Employer under the conditions harmonised with the Employer:
  - 12.1.1. compulsory insurance against civil liability of the Contractor. The Contractor shall guarantee that the said insurance:
    - 12.1.1.1 was concluded in accordance with the rules of compulsory insurance against civil liability of the contractor approved by Resolution No 03-227 of the Board of the Bank of Lithuania of 23 October 2012;
    - 12.1.1.2 provided for compulsory insurance against civil liability of the Contractor for the amount of at least EUR 6,000,000 including non-property damages; franchise of up to EUR 2,900 per insured event. The Contractor shall be entitled to reduce the ration of this insurance by EUR 1,500,000 for each completed Phase where the Final Handover Certificate of such Phase was issued by the Employer and a period of time of at least 2 years has expired. For such purpose the Contractor shall acquire a respectively amended insurance and submit the documents confirming the said fact to the Employer;
    - 12.1.1.3 covered civil liability of the subcontractors, which have signed subcontractor agreements with the Contractor;
    - 12.1.1.4 came into force latest on the day of handover of the Construction Site to the Contractor, and the validity of insurance protection would be guaranteed for at least 2 years after the Employer issued final Handover Certificates of all Phases.
  - 12.1.2. insurance of Works against all risks (CAR/EAR). Works (including preparatory and finalising work, used construction products, materials and equipment) shall be insured for the amount equal to the sum of the Price (excluding VAT) and the value of the property of the Contractor (pipes) handed over to the Employer (the said amount shall be reduced subject to an insured event by the size of the amounts paid on the grounds of insurance), franchise shall not exceed EUR 100,000 per insured event. The Contractor shall guarantee that Insurance of Works against all risks:
    - 12.1.2.1 covered the costs of arranging the location after the insured event; amount of insurance of at least EUR 100,000;
    - 12.1.2.2 covered also the Works performed by the subcontractors, which have signed subcontractor agreements with the Contractor;
    - 12.1.2.3 came into force latest on the day of handover of the Construction Site to the Contractor, and the validity of insurance protection would be guaranteed for at least 30 days after the Employer issued final Handover Certificates of all Phases.
  - 12.1.3. compulsory insurance against civil liability of the developer of the working design (designer) acquired specifically for this Agreement (it may also be acquired by the subcontractor of the Contractor performing the designing of the Works (drawing up of

the Working Design)). Insurance shall meet the rules of the compulsory insurance against civil liability of the construction designer approved by Resolution No 03-225 of the Board of the Bank of Lithuania of 23 October 2012. The Contractor shall guarantee that the compulsory insurance against civil liability of the developer of the working design:

- (i) insured against civil liability of the developer of the working design for the amount of at least EUR 800,000 (this amount shall be reduced by the size of amounts paid for an insured event under this insurance) including non-property damages; franchise shall not exceed EUR 2,900 per insured event;
- (ii) covered civil liability of the subcontractors which have signed subcontractor agreements with the Contractor;
- (iii) came into force within 15 days from the day when this Agreement came into force, and validity of the insurance protection would be guaranteed for at least until expiry of the 5 year guarantee term for the general construction Works of the Object as stipulated in Item 10.3.

12.2. The Contractor shall submit the insurance contracts (policies) specified in Item 12.1 to the Employer:

12.2.1. insurance against civil liability of the Contractor and Insurance of Works against all risks – before the day of handover of the Construction Site to the Contractor;

12.2.2. insurance against civil liability of the developer of the working design – within 15 days from the day this Agreement came into force.

12.3. The Contractor shall submit to the Employer evidence of payment of each insurance contribution of the insurance agreements stipulated in Item 12 latest within 10 days from the day of payment of the respective contribution.

12.4. Insurance contracts specified in Item 12 may be valid for a period of time shorter than the required validity term of the respective insurance protection. However, in such case the Contractor shall conclude a new insurance policy in accordance with the requirements of Item 12 and submit the confirming documents to the Employer latest 15 days before expiry of the respective insurance contract.

### **13. Procedure of Payment of the Price**

13.1. The Employer shall pay to the Contractor only for actually performed Works in the procedure set forth in Item 13.

13.2. The Employer shall pay to the Contractor once a month for the actually performed Works on the grounds of the invoice issued by the Contractor. The Contractor may issue an invoice and the Employer shall pay in accordance with the invoice only after signing by the Parties of the Interim Handover Certificate of the respective month in the procedure defined in Items 7.2 and 7.3. The amount of such invoice shall be equal to the amount of Works indicated in such certificate. Payment for the Works (save for archaeological survey) shall be made in accordance with the price (tariffs) specified in the Tender and percentage of the Works actually performed. Payments for the archaeological survey shall be made in accordance with the actually implemented amount of works and the tariffs specified in the Tender. VAT shall be calculated and paid in accordance with the legal acts of the Republic of Lithuania. The Employer shall make the payments to the Contractor further to the submitted invoices latest within 30 days from the day of receipt of the invoice, which meets the requirements of this item.

- 13.3. Invoices and the Interim Handover Certificates of the respective month signed by the Parties shall be delivered to the Employer to the Engineering Department at Gudelių g. 49, Vilnius, latest before third working day of the month after the month of performance of the Works for which the invoice was issued. In the event the invoice was submitted later, the term of payment specified in Item 13.2 shall be extended by 30 days.
- 13.4. The Employer shall make the last payment to the Contractor for the Works of the respective Phase within 30 days from the moment of:
- 13.4.1. signing the Final Handover Certificate of the respective Phase by the Employer; and
  - 13.4.2. submission by the Contractor to the Employer of the assurance of implementation of the guarantee obligations specified in Item 11.2.
- 13.5. All the payments under this Agreement shall be made in *euro* by bank transfer to the Contractor's account indicated in the invoice submitted by the Contractor.
- 13.6. The Employer shall be entitled to suspend payment for the implemented Works until the Contractor rectified the defects of Works indicated by the Employer, compensated to the Employer for the Costs related to damaged gas pipeline and interruption of functioning thereof, or rectified any violations of the Agreement; the Employer shall alternatively be entitled to set off the amount necessary for rectification of defects/compensation of loss and/or penalties from the amounts payable to the Contractor under this Agreement.

#### **14. Changing the Scope of Works, Materials and Price**

- 14.1. The Price (tariffs) of Works may be increased during validity term of the Agreement only through their recalculation. Recalculation shall be made after 12 months from the day of signing the Agreement and every subsequent 12 months of implementation of the Agreement if on the day of recalculation the annual change of the price index of construction cost of the engineering networks (save for waste water removal) announced by the Department of Statistics of Lithuania on the day of recalculation (when compared to the size of the said index announced on the day of signing of the Agreement) exceeds 5%. Recalculation shall be performed by multiplying the tariffs of Works specified in the Tender by the recalculation coefficient. The latter shall be calculated by dividing the price index of the respective month of the current year by the price index of the respective month of the previous year. The tariffs of the Works to be performed under the Agreement after recalculation of prices shall be subject to recalculation. Amendment of tariffs shall be formalised by having both Parties sign an additional arrangement, which shall become an integral part of the Agreement. Recalculated tariffs shall come into force and apply only to the Works performed after the day of signing the additional arrangement. Recalculation specified in this Item shall not apply to the price (tariffs) of works of the closed controlled directional drilling (HDD).
- 14.2. Should it be established that more archaeological surveys than indicated in the Specifications (Annex C to the Procurement Conditions) shall actually be necessary during performance of Works, the Price shall be increased by the value of such additional archaeological surveys. The said value shall be calculated in accordance with the tariffs of the respective archaeological surveys specified in the Tender. Should the nature of the necessary additional archaeological surveys differ from the archaeological surveys for which tariffs have been indicated in the Tender (including the local estimates submitted together with the Tender), the tariffs of 1 m<sup>2</sup> of exploratory or detailed archaeological surveys indicated in the Tender shall apply depending on what type of survey the respective additional archaeological survey is closest to. In case of increase of the scope of archaeological surveys the Contractor shall submit to

the Employer an initial agreement concluded with the subcontractor performing the archaeological surveys (if any) and the arrangement, agreement, or other document concluded with the said or other subcontractor in relation to performance of archaeological survey of greater scope and the price of such survey. In the event the scope of archaeological survey increased and the subcontractor of the Contractor conducting archaeological surveys applies tariffs (price) of archaeological surveys lower than those indicated in the Tender as a result, the tariffs of archaeological surveys indicated in the Tender shall be reduced by 50% of the difference between the tariffs of archaeological surveys indicated in the Tender and the tariffs suggested by the subcontractor.

- 14.3. The Contract Price shall not be subject to recalculation as a result of changes of taxes. Should the VAT tariff or VAT calculation and payment procedure change, the new VAT tariff or calculation and payment procedure shall apply from the moment the new Republic of Lithuania Law on Value Added Tax amending the VAT tariff came into force and application of the new VAT tariff commenced.
- 14.4. The Parties agree that due to the circumstances beyond control of the Parties, which could not have been reasonable predicted, controlled, and the risks in relation to them undertaken by the Parties at the moment of submission of the Contractor's Tender (e.g. in the case of clearly provable inaccuracies or errors in the Preliminary Technical Design or Technical Design, which make part of Works no longer necessary, or where amendment of technical solutions or legal acts render certain Works no longer necessary), the Employer shall become entitled to waive a certain part of Works in the course of implementation of the Agreement by informing the Contractor of the said fact latest 30 days before commencement of implementation of the respective Works. Should the Employer be late to inform of the waived works, the Contractor shall be entitled to complete the Works it had already started and claim the Employer reimbursed the reasonable costs the Contractor had incurred while preparing for performance of waived Works and which would not have been incurred had the Employer informed of the waived Works within the term establishing in this Agreement; the above mentioned costs shall be substantiated by documents. In the event of waiving the Works, the Price shall be reduced by the value of the Works waived, which shall be calculated in accordance with the tariffs of the respective Works indicated in the Tended (and, where applicable, recalculated in the procedure of Item 14.1). If the details of tariffs specified in the Tender necessary for calculation of the value of unnecessary Works are insufficient, the value of unnecessary Works shall be calculated in accordance with the local estimates submitted by the Contractor together with the Tender.
- 14.5. Should it be established during validity of the Agreement that the materials, equipment, machinery, etc. indicated in the Agreement are no longer produced and the Contractor submitted a manufacturers confirmation of the said fact, the Contractor shall be entitled subject to consent of the Employer (which may not be unreasonable refused by the latter) to provide materials, equipment, machinery, etc. of different model if the characteristics thereof are not worse than those specified in the Agreement, but it shall not be entitled to increase the price, to amend delivery deadlines and other conditions of the Agreement.
- 14.6. The Parties explicitly agree that disregarding what was established in Item 14.7, the Employer shall be entitled at any time of implementation of the Agreement to amend the solutions of the Technical Design and such amendments shall be binding on the Contractor. The Price of the Works may be recalculated only if the amendments of the Technical Design solutions also amend Essential Design solutions. Total value of such amendments shall not exceed 10% of the Price. The change of the Price shall be established and the updated Works shall be paid

for in accordance with the tariffs of Works specified in the Tender; in the event the details of the said tariffs are insufficient, in accordance with the local estimates submitted by the Contractor together with the Tender, or, where local estimates are also insufficient, in accordance with the Recommendations on establishment of the calculated prices of construction of structures (hereinafter referred to as the SISTELA), registered at the Register of recommendations drawn up by legal entities, natural persons and academic institutions in relation to establishment of calculated prices of construction of structures, which is administered by the VĮ Statybos produktų sertifikavimo centras further to Order No D1-492 of 26 October 2006 of the Minister of Environment of the Republic of Lithuania. If such amendments of the Essential Design solutions affect the terms of performance of Works established in the Agreement (including the Schedule of Performance of Works), the Contractor shall be entitled to request extension of such terms on the grounds of Item 4.4.3. When correcting the Technical Design in accordance with the Essential Design solutions amended by the Employer, the Contractor shall cooperate with the Designer and the Employer during acquisition by the latter of the document permitting construction, if such becomes necessary as a result of amendment of solutions of the Technical Design.

- 14.7. Disregarding what was stipulated in Item 14.6, should it be established during implementation of the Agreement that it is necessary to replace the part of the route of the gas pipeline indicated in the Technical Design with the alternative part of the route specified in the special plan of the Object approved on [...] 2016, the Employer shall be entitled to respectively amend the solutions of the Technical Design by waiving the unnecessary part of Works in the procedure of Item 14.4 and including the Works necessary for construction of the gas pipeline using the alternative part of the route. In such case the Employer shall be responsible for updating the documents permitting construction and the EIA Report or drawing up and receipt of new documents if the latter was necessary due to rerouting of a part of the gas pipeline, and submission of the said documents to the Contractor. The price of Works of rerouting the part of pipeline shall be calculated and the updated Works shall be paid for in accordance with the tariffs of Works indicated in the Tender and in the event the details of the said tariffs are insufficient – in accordance with the local estimates submitted by the Contractor together with the Tender, or where local estimates are also insufficient – in accordance with the SISTELA. The price of Works of the works of the alternative part of the route of the pipeline indicated in this Item shall not exceed the price of Works of construction of 34 km of the gas pipeline calculated in the procedure set forth in this Item. The Contractor shall be entitled to request extension of the terms of performance of Works on the grounds of Item 4.4.3. The said terms shall be extended in accordance with the requirements of Items 4.5, 4.6, and 4.7. However, the extended terms shall not be included in the maximum possible duration of extensions indicated in Item 4.7.
- 14.8. The Employer shall be entitled to submit to the Contractor instructions regarding implementation of Works. Instructions to the Contractor shall only be submitted in written. Instructions shall be binding on the Contractor if they are not in prejudice to the Agreement or requirements of legal acts and shall not have any negative effect on the Works or term thereof. In the event the Contractor considers the binding nature of the said instructions of the Employer unreasonable, the Contractor shall be entitled to inform the Employer of the said fact latest within 5 working days from the day of submission of the respective instruction of the Employer. At the same time the supporting arguments and evidence shall be submitted. In the event of failure by the Contractor to submit to the Employer a notification regarding

non-binding nature of the instructions within the term specified in this Item, the Contractor shall become fully liable for probable outcomes of implementation of such Instruction.

- 14.9. In the event of any disagreements between the Parties in relation to whether the Employer's instruction regarding implementation of Works under Item 14.8 is binding on the Contractor, or whether specific Works should be considered as amendment of the Essential Design solutions under Item 14.7, the Employer shall be entitled to issue a separate instruction binding on the Contractor regarding performance of such works, and the Contractor shall comply with such instruction. Should it be established that the Employer was wrong in its disagreement, the risk of outcomes of such instructions of the latter shall be borne by the Employer.

## **15. Subcontractors and Replacement Thereof**

- 15.1. For performance of the works indicated in the Agreement and provision of related services the Contractor shall invoke the subcontractors, which have been listed in the request or the Tender. The Contractor shall be able to invoke other subcontractors or replace a subcontractor indicated in the request or the Tender only when it is necessary due to objective reasons like: inappropriate performance of Works by the subcontractor, due to which the Contractor was or could be held liable in the procedure set forth in the Agreement, refusal to perform subcontractor's obligations related to implementation of Works or inappropriate implementation thereof, which results in reasonable risk of violation of the requirements of the Agreement in relation to quality and terms of implementation of Works, insolvency, bankruptcy, restructuring of the subcontractor, establishment of new works during performance of Works, or changes of the scope of Works, attempt to avoid amendment of the schedule of implementation of Works in the procedure set forth in this Agreement due to amendments of the legal acts of the Republic of Lithuania, etc. In order to replace the current contractor or to invoke a new subcontractor, the Contractor shall in advance submit to the Employer the documents substantiating objective reasons for replacement of the current contractor or invoking a new subcontractor and the fact that the intended subcontractor meets the requirements under the Procurement Documents and Agreement and shall obtain consent of the latter. Should the Employer consent to an additional contractor or replacement of contractors, such additional contractor or replacement of a contractor shall be formalised by a written arrangement of the Parties, which shall become an integral part of the Agreement.
- 15.2. The Contractor shall be fully liable to the Employer for non-performance or inappropriate performance by the subcontractors invoked by the Contractor of their obligations.

## **16. Liability and Termination of the Agreement**

- 16.1. The Contractor shall be fully liable for compliance with the legal acts related to environmental protection, safety at work, health safety, gas system, construction and other legal acts.
- 16.2. The Contractor shall be responsible for safety of the property of its own and that of the Employer located at the Construction Site including safety of the means of work of the employees, equipment, machinery, and property of third persons.
- 16.3. Within the reasonable period of time set by the Employer the Contractor shall compensate for the loss related to the disturbed functioning of and damage to the gas main, also for the

loss incurred by the Employer as a result of inappropriate implementation or non-implementation by the Contractor of this Agreement, violations by the Contractor of legal acts related to maintenance of the gas main and other legal acts, if such violations occurred as a result of actions or inactivity of the Contractor or subcontractors during performance of the Works.

- 16.4. The Party unable to implement the obligations under the Agreement shall immediately but not later than within 2 working days from appearance of such circumstances inform another Party and, where necessary, other interested third parties in written of such fact.
- 16.5. In the event of failure by the Employer to pay in due time for the properly implemented Works in relation of which the Temporary Handover Certificate was signed, the Contractor shall be entitled to claim delay charge of 0.02% of the amount not paid in due time for each day of delay from the Employer.
- 16.6. Without a separate notice and without restricting other means of defence of rights specified in the Agreement and legal acts the Employer shall be entitled to claim payment of penalties from the Contractor:
  - 16.6.1. in the event the Contractor is late to implement the Phases indicated in Items 10.1 and 10.2 of the Specifications (Annex C to the Procurement Conditions) – 0.02% of the value of the respective Phase indicated in the Tender (excluding VAT) for each day of delay until the day of completion of the obligation;
  - 16.6.2. in the event the Contractor is late to implement the Phases indicated in Items 10.3 or 10.4 of the Specifications (Annex C to the Procurement Conditions) – 0.05% of the Price (excluding VAT) for each day of delay until the day of completion of the obligation.
- 16.7. In the event the Contractor is late to implement other obligations thereof under the Agreement, or implement the works of the Phases within the terms of Item 4.2 (or extended terms where applicable), the Employer shall be entitled to calculate delay charge of 0.02% of the value of the not performed obligations (excluding VAT) for each day of delay until completion of the obligation, if the Agreement does not provide for penalties of different size for delay in implementation of the respective obligation. Where the Contractor is late to implement its obligation or Works of non-pecuniary nature, the Contractor shall pay a fine of EUR 300 for each day of delay until the day of completion of the obligation; the said fine shall apply to every obligation.
- 16.8. Should the Contractor or any subcontractor (employees thereof) hired by the latter perform the Works without having necessary qualification, or should the Contractor or any of its subcontractors have no consent of the Employer indicated in Item 8.1.3 when performing Works (obtaining no consent, expiry of validity of the consent, revocation or suspension of the consent by the Employer, etc.), or should the Employer revoke or suspend validity of the consent specified in the indicated Item due to failure by the Contractor or any of its subcontractors to comply with the conditions indicated in the consent (performance of Works without having qualification, by employees not listed in the consent, failure by the employees performing the Works to wear personal safety means, etc.), the Contractor shall pay a fine of EUR 5,000 for each individual case of violation further to a claim of the Employer. The Parties confirm that the fine indicated in this Item shall be considered as pre-agreed minimum loss of the Employer and is proportionate to the violations.
- 16.9. Should the Contractor hire a subcontractor or replace a specialist indicated in the Tender without a prior written consent of the Employer, the Employer shall be entitled to claim and the Contractor (further to a claim of the Employer) shall terminate the agreement with such subcontractor or specialist and pay to the Employer a fine of EUR 10,000 for each individual



case of violation. Payment of the fine shall not entitle such subcontractor to perform Works without implementation of the procedure of supplementation or replacement of subcontractors set forth in Item 15 of the procedure of replacement of specialists set forth in Item 9.1.8.

- 16.10. Liability of the Contractor under this Agreement shall not exceed the Price of the Agreement save for the cases where liability of the Contractor arises from intent or gross negligence.
- 16.11. Any Party shall be entitled to unilaterally terminate the Agreement without addressing the court or other institution hearing disputes if another Party committed a material breach of the Agreement and failed to rectify it within the reasonable term indicated in a written notification of the aggrieved Party (one which terminates the Agreement) (the said time limit shall include the time limit for rectification of violations set forth in the Agreement). In any case, such time limit shall be at least 15 days from the day another Party (the one that has breached the Agreement) received the written notification of the aggrieved Party. Such notification shall inter alia explicitly provide for (i) the material breach(es) constituting grounds for unilateral termination of the Agreement, and (ii) intentions to terminate the Agreement in the event of failure to rectify the respective material breach.
- 16.12. It shall be considered that the Contractor committed material breach of the Agreement if (not limited to):
  - 16.12.1. when performing Works the Contractor failed to guarantee quality thereof and failed to rectify the defects of quality of Works within the term set by the Employer, if such defects could affect proper and/or safe use of the Object in accordance with its purpose, or if such defects are material and impossible to rectify;
  - 16.12.2. due to failure to comply with the terms of performance of Works set forth in the Agreement and the Schedule of Performance of Works the Employer has reasonable grounds to assume that the Contractor would be unable to complete the Works by the time established in the Agreement;
  - 16.12.3. the Works were not implemented within the terms set forth in Item 4.2 (where such terms have not been extended in the procedure of this Agreement) and such violation was not rectified within 90 days from the day of the notification of the Employer to the Contractor regarding such violation;
  - 16.12.4. the Contractor damaged the gas pipeline and/or caused other loss to the Employer and failed to compensate for the said to the Employer within the reasonable term set by the latter;
  - 16.12.5. it was established that the main Works indicated in the Procurement documents were performed not by the Contractor itself;
  - 16.12.6. the sum of the delay charge and penalties claimed by the Employer under Items 16.6-16.7 reached 10% of the Price;
  - 16.12.7. the Contractor committed other material breach of its obligations under this Agreement, which makes further implementation of the Agreement pointless or impossible;
  - 16.12.8. the Contractor was late to submit renewal of the Agreement implementation guarantee as required by Item 11.3;
  - 16.12.9. within the term set forth in Item 12 the Contractor failed to submit the insurance contracts listed in the said Item and the Employer did not exercise its right to conclude the agreements of insurance against civil liability of developer of the Working Design and/or all risks of Works on behalf of the Contractor and deduct the incurred costs from

- the amounts payable to the Contractor, and claim the Contractor paid to the Employer the fine in the amount of 1% of the Price;
- 16.12.10. insurance payments under the insurance contracts indicated in Item 12 were not made in due time, or continuous validity of the said insurance contracts throughout the period of time set forth for them was not guaranteed;
- 16.12.11. the Contractor violated other obligations thereof and such respective violation is clearly referred to as the material breach of the Agreement by the Contractor in other provisions of the Agreement.
- 16.13. The Parties agree that in the event of termination of the Agreement due to the reasons within control of the Contractor, the latter shall pay to the Employer the fine of 10% of the Price and compensate all the direct loss not covered by the fine indicated in this Item; the said loss shall inter alia include the difference of the price of Works performed by the Contractor and other person performing the Works not implemented by the Contractor. The Parties confirm that the fine specified in this Item shall be considered as the minimum and proportionate loss of the Employer resulting from termination of the Agreement.
- 16.14. It shall be considered that the Employer committed a material breach of the Agreement if (but not limited to):
- 16.14.1. it was late by over 150 days to make payments due to the Contractor under the Agreement for the Works;
- 16.14.2. the Contractor is unable to perform the Works due to the guilt of the Employer for over 180 consecutive days and the terms of performance of Works were not extended in the procedure of Items 4 or 5 as a result.
- 16.15. The Employer shall be entitled to unilaterally terminate this Agreement without addressing the court of other institution hearing disputes, by submitting a written notice to the Contractor at any time and without providing the Contractor with any additional terms for rectification of the circumstances constituting grounds for termination of the Agreement if any of the following grounds are available:
- 16.15.1. the Contractor becomes insolvent;
- 16.15.2. a bankruptcy case has been initiated against the Contractor or bankruptcy of the Contractor in non-judicial procedure has been initiated;
- 16.15.3. a restructuring case has been initiated against the Contractor;
- 16.15.4. a decision was made to liquidate the Contractor (either at its own will or in compulsory procedure);
- 16.15.5. the Contractor has admitted to the Employer and/or other persons in written or announced publicly otherwise (i) of its inability to cover its current debts or make future payments, or (ii) of insolvency of the Contractor;
- 16.15.6. circumstances have been established enabling the Employer to reasonably assume that the Contractor would not properly implement its obligations under the Agreement (like, failure by the Contractor to implement its obligations to credit institutions and/or imposition by competent institutions of respective sanctions on the Contractor, which annul or materially restrict the rights of the Contractor in relation to performance of Works).
- 16.16. In the event the Contractor failed to submit in the procedure and under the conditions of Item 11 any of the renewed assurances indicated in the said Item, or renewed insurance contracts indicated in Item 12, the Employer shall be entitled to claim and the Contractor shall pay (further to a claim of the Employer) a fine of 0.05% of the Price (excluding VAT) for each day of delay until the day of implementation of the respective obligation. For the sake

of clarity, the Parties confirm that in case of such inappropriate performance of obligations by the Contractor the Employer shall be entitled to use the available guarantee of implementation of the Agreement.

- 16.17. At any time before completion of the Works subject to a 30 day prior notification to the Contractor the Employer shall be entitled to waive the Agreement by paying to the Contractor a remuneration for the part of works performed before the termination and compensating for the direct loss caused by termination of the Agreement.

## **17. Force Majeure**

- 17.1. Force majeure shall be understood in the manner defined in Article 6.212 of the Civil Code of the Republic of Lithuania.
- 17.2. A Party shall be exempt from liability for non-performance of the Agreement if the Agreement is not performed as a result of force majeure, i.e. circumstances beyond control of the Party and which could not have been reasonably predicted at the moment of conclusion of the Agreement, and it was impossible to prevent them or outcomes thereof. The fact that a Party has insufficient financial resources or contrahents of a party violated their obligations shall not be considered as force majeure. The Parties to the Agreement shall inform each other of appearance of force majeure circumstances immediately but in any case not later than within 2 working days. The Party in failure to inform the other Party of the force majeure circumstances shall not be entitled to refer to the latter as grounds for exemption from liability for non-performance of the Agreement. Under the force majeure circumstances the Parties shall be exempt from implementation of their contractual obligations for the whole period of existence of the said circumstances but not longer than 2 months. Should the grounds for non-performance of obligations due to the force majeure circumstances exist longer than 2 months, any of the Parties shall be entitled to terminate this Agreement. Upon termination of the Agreement on the said grounds the Parties shall pay to each other and perform all the obligations under the Agreement latest within 3 working days from the day of termination of the Agreement.

## **18. General Conditions**

- 18.1. Any amendments and supplements to this Agreement shall be valid if made in writing and signed by both Parties. The Agreement may only be amended or supplemented in cases explicitly indicated in the Agreement or after receipt of consent of the Public Procurement Service if required by the legal acts in force.
- 18.2. Any disagreements and disputes shall be resolved by the Parties by mutual agreement. In the event of failure to reach an agreement within 14 days from the day of first notification of the dispute, the disputes shall be resolved at the court in the procedure defined by the laws of the Republic of Lithuania in accordance with the domicile of the Employer.
- 18.3. The Agreement has been concluded in 2 copies in Lithuanian and English languages (English language where necessary) and is kept by the undersigning parties. The wording of this Agreement in English language has been drawn up in accordance with the wording in Lithuanian language. In the event of discrepancies between the wordings in English and Lithuanian Languages the wording in Lithuanian language shall prevail (*Provisions in relation to the English language shall only apply if the Contractor (at least a part of the group of economic operators forming it) is a foreign supplier*).

- 18.4. The Parties agree and confirm that during implementation of this Agreement they shall cooperate and communicate in the Lithuanian language (translation shall be offered if necessary). The Contractor shall guarantee that all the documents sent to the Employer are made in (or translated into) the Lithuanian language, and during communication with the representatives and employees of the Contractor translation is provided where necessary.
- 18.5. The Parties agree that all their notifications and other communication under this Agreement shall be in writing. Notifications shall be sent by registered mail, through a courier having the recipient sign in confirmation of receipt, of using the fax numbers or e-mail addresses of the Parties indicated in Item 20 of the Agreement. Should the address, fax number or e-mail address of a Party change, such Party shall immediately inform the other Party of such fact. Any notifications submitted before notification of the Party of changes of its address, fax number, or e-mail address shall be deemed properly served and shall lead to the results set forth in this Agreement.

**19. Documents of the Agreement**

- 19.1. This Agreement shall consist of the following documents, which shall be considered and interpreted as integral parts of the Agreement, and all of them together shall constitute the Agreement concluded by the Employer and the Contractor:
- 19.1.1. this Agreement;
  - 19.1.2. Preliminary Technical Design;
  - 19.1.3. Specifications consisting of Annexes C and D to the Procurement Conditions;
  - 19.1.4. Annex [...] (*indicate the number of an annex with the Object's general indicators*) to the Agreement;
  - 19.1.5. Tender;
  - 19.1.6. other Procurement Documents not listed in Items 19.1.1-19.1.5 above;
  - 19.1.7. [...].
- 19.2. Should any of the provisions of the documents constituting the Agreement be inconsistent to each other or ambiguous, such inconsistency or ambiguity shall be resolved by interpreting the documents in accordance with precedence thereof (they have been listed in descending order in Item 19.1 of the Agreement).

**20. Addresses, Telephone, Fax Numbers, Account Numbers of the Parties:**

20.1. **Employer's:** Savanorių pr. 28, LT-03116 Vilnius, tel. (8 5) 236 0855, fax (8 5) 236 0850, e-mail: info@ambergrid.lt, [www.ambergrid.lt](http://www.ambergrid.lt), company No 303090867, VAT No LT100007844014, registered at the Register of Legal Entities of the Republic of Lithuania, manager of the register – Public Enterprise Centre of Registers.  
Account No (IBAN): LT71 7044 0600 0790 5969, AB SEB bank, bank No 70440.

20.2. **Contractor's:** .....

**Employer:**

AB "Amber Grid"

.....

[name, surname]

**Contractor:**

[name of the contractor]

[position held by the contractor's representative]

[name, surname of the contractor's representative]

**Annex[...] to the procurement agreement  
No 1-LIN (Darbai)/2016**

**General Indicators of the Object Upon Changes of Which The Price of the Works is Recalculated**

No	Name	Unit of measurement	Amount	Note
1	The length of the main pipeline thread d711mm -including: P design 5,4 MPa P design 8,4 MPa	m	165500	From PK 00+00
		m	148260	
		m	17240	
2	The maximum design pressure between Jauniūnai GCS and GPR&MS	MPa	5,4	
3	The maximum design pressure between GPR&MS and border	MPa	8,4	
4	Intersections with public roads and railroads, implemented in an enclosed manner and protective case	Set	40	
5	Fibre optic cable	m	17200	Between GPR&MS and border
6	Cathodic protection stations	Set	3	
7	Reconstruction of valve site ČA-20B, main equipment: - Start-up/receiving chamber of the control device DN 700 - Receiving chamber of the control device DN 1200 - Gas pressure and flow regulation node	Set	1	Under the shed
		Set	1	
		Set	1	
8	Fenced area of reconstructed ČA-20B	m <sup>2</sup>	3706	
9	Installation of new valve sites	Set	19	
10	Start-up/receiving chamber of the control device DN 700	Set	2	GPR&MS territory
11	Gas pressure reducing and metering station (GPR&MS) lot: - Area of the plot - Access road, width 5,5 m	m <sup>2</sup>	25000	
		m	327	
12	Gas pressure reducing and metering station ( GPR&MS) buildings: - Control and maintenance personnel building general area - Gas metering building general area - Determination of gas composition room general area	~ m <sup>2</sup>	150	
		~ m <sup>2</sup>	320	
		~ m <sup>2</sup>	14	

No	Name	Unit of measurement	Amount	Note
13	Gas pressure reducing and metering station (GPR&MS), technology: - Gas filtering line d406,4 mm - Gas accounting/reduction line d323,9 - The design gas pressure in the entrance of GPR&MS - The design gas pressure in the exit of GPR&MS - Maximum amount of gas - Minimum amount of gas	Kompl. Kompl. MPa MPa nm <sup>3</sup> /h nm <sup>3</sup> /h	2 3 8,4 5,4 275000 10000	

Annex [...] to the procurement agreement  
No 1-LIN (Darbai)/2016

FORM OF GUARANTEE OF IMPLEMENTATION OF THE AGREEMENT

AB "Amber Grid"  
Savanorių pr. 28, LT-03116 Vilnius  
Tel.: (8 5) 236 0855  
Fax: (8 5) 236 0850  
E-mail: info@ambergrid.lt

ASSURANCE OF IMPLEMENTATION OF OBLIGATIONS  
(Guarantee)

\_\_\_\_\_

(Date) (number)

(Location)

\_\_\_\_\_

The Contractor (*please indicate the name, number and address*) has informed that on \_\_\_\_\_ 2016 Contractor Agreement No. 1-LIN(Darbai)/2016 "Construction Works of the Part of Gas Interconnection Poland–Lithuania in the Territory of the Republic of Lithuania" was concluded with AB "Amber Grid", company No 303090867, address Savanorių pr. 28, LT-03116 Vilnius, Lithuania (hereinafter referred to as the **Beneficiary**) regarding performance of contractor's work (hereinafter referred to as the **Agreement**).

Under the conditions stipulated in this guarantee (*name, address of the bank*) (hereinafter referred to as the **Guarantor**) shall irrevocably and unconditionally undertake to pay within 10 (ten) working days to the Beneficiary up to (*amount in figures*), (*amount in words, name of the currency*) upon receipt of the first written claim of the beneficiary for payment (original copy), which refers to the guarantee No (*indicate the guarantee number*) and confirms that the Contractor had failed to implement or had inappropriately implemented its obligations under the Agreement; the specific obligations not implemented or implemented inappropriately shall also be indicated. However, the Beneficiary shall not have to provide substantiation for its claim.

This obligation shall be binding on the Guarantor and successors of its rights and has been approved by the stamp of the Guarantor (*date of issuing of the guarantee*).

The Guarantor shall have the obligation to the Beneficiary only. Therefore, this guarantee may not be assigned or pledged. The amount indicated in this guarantee shall be respectively reduced after each payment by the Guarantor under this guarantee.

The Beneficiary shall submit any written notifications to the Guarantor together with the confirmation of the bank serving the Beneficiary that the signatures are authentic.

This guarantee shall come into force upon signing of the Agreement.

The guarantee shall expire on [*date of validity of the guarantee*].

All the obligations of the guarantor under this guarantee shall expire if:

1. until the last day of validity of the guarantee (inclusive) the Guarantor received no written claim of the Beneficiary for payment (original copy) and the confirmation of the bank serving the Beneficiary that the signatures are authentic sent to the above-mentioned address;
2. original copy of the guarantee was returned to the Guarantor with the postscript indicating that:
  - 2.1. the Beneficiary has waived its rights under this guarantee; or
  - 2.2. the Employer has implemented the obligations under this guarantee;

No claims of the Beneficiary for payment shall be implemented if they were received at the above-mentioned Guarantor's address after expiry of validity of the guarantee.

Laws of the Republic of Lithuania shall apply to this guarantee. Disputes of parties shall be resolved in the procedure set forth in the laws of the Republic of Lithuania.

L.S.      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_  
                  *(position of the authorised person)*      *(signature)*      *(first letter of the name, surname)*

                  \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_  
                  *(position of the authorised person)*      *(signature)*      *(first letter of the name, surname)*



**TECHNICAL SPECIFICATIONS (Part 1).**

**SCOPE AND EXECUTION CONDITIONS FOR CONSTRUCTION WORKS ON THE LINEAR PART OF THE SECTION OF THE GAS INTERCONNECTION POLAND-LITHUANIA LOCATED IN THE TERRITORY OF THE REPUBLIC OF LITHUANIA**

1. The construction works on the section of the gas interconnection DN700 Poland-Lithuania located in the territory of the Republic of Lithuania shall be performed in accordance with Contract Works Documentation No 2015-08 (Annex D). The Contract Works Documentation submitted in the original format, i.e. DWG, DOC, XLS etc., shall not be final. The Supplier shall assume the risk for the performance of all the works and for the provision of all related services necessary to implement the solutions provided for in the technical design and the working design. In September 2016, the Contracting Authority plans to present the document(s) permitting construction.

2. The construction works shall be performed using steel insulated pipes purchased by the Contracting Authority (the nomenclature and quantities of the pipes are specified in point 3) which shall be transported to not more than 10 pipe storage grounds selected by and rented at the expense of the Supplier (all other pipes, materials, products and equipment provided for in the design that are necessary for the gas pipeline constructions works under the design shall be supplied by the Supplier itself).

3. The Contracting Authority shall purchase and transfer to the Supplier the following insulated steel pipes:

External diameter (mm)	Wall thickness (mm)	Steel	Quantity (m)	Delivery dates
<b>Gas pipeline design pressure 54 bars</b>				
711 (for HDD sections)	12.5	L415 ME	3,000	Not later than within 5 months from the date of the contract with the supplier of pipes.
711	8.0	L415 ME	124,300	<u>Stage I (50 percent) not later than by 28.04.2017, of which:</u> At least 10 km, but not more than 15 km: Not later than within 3 months from the order date; At least 15 km, but not more than 20 km: Not later than within 4 months from the order date; At least 20 km, but not more than 40 km: Not later than within 5 months from the order date;  <u>Stage II (50 percent, remaining quantity): Not later than within 6 months from the order date (the order will be presented not earlier than on 31.01.2017).</u>
711	8.0 (non-insulated, for welding samples)	L415 ME	24	Not later than within 3 months from the date of the contract with the supplier of pipes.
711	8.8	L415 ME	9,130	Not later than within 5 months from the date of the contract with the supplier of pipes.

External diameter (mm)	Wall thickness (mm)	Steel	Quantity (m)	Delivery dates
711	11.0	L415 ME	13,570	At least 7 km: Not later than within 5 months from the order date; The remaining quantity: Not later than within 6 months from the order date (the order will be presented not earlier than on 31.01.2017).
508	8.0	L415 ME	323	Not later than within 4 months from the date of the contract with the supplier of pipes.
<b>Gas pipeline design pressure 84 bars</b>				
711	11.0	L485 ME	17,290	Not later than within 7 months from the order date (the order will be presented not earlier than on 31.01.2017).
711	11.0 (non-insulated, for welding samples)	L485 ME	24	Not later than within 7 months from the order date (the order will be presented not earlier than on 31.01.2017).

3.1. The Contracting Authority plans to receive the first shipment of the steel pipes and deliver it to the storage grounds selected by the Supplier in Q4 2016. The contract with the supplier of pipes shall be entered into in Q3 2016. The Supplier shall take into account the fact that, in case the route of the gas pipeline needs to be changed, the Contracting Authority will supply the required additional quantity of steel pipes (DN700), while the responsibility for the supply of all other necessary materials and equipment will rest with the Supplier.

3.2. It is estimated that the length of each insulated steel pipe d711x8.0 mm will be  $15.5 \pm 0.5$  m, and the length of each of the remaining pipes, including the different wall thickness, will be  $13 \pm 0.5$  m. It is also estimated that the lengths of not more than five (5) percent of the total quantity of the pipes in each nomenclature may be not shorter than 10 m.

4. The Supplier shall be responsible for the supply, transportation, customs clearance, loading and unloading, warehousing, security, transportation to the construction site etc. of all the remaining equipment, valves, pipes, fittings, materials and products necessary to execute the construction works.

5. The works shall be performed in accordance with the prepared technical designs of construction presented by the Contracting Authority, the working design drawn up in the process of construction by the Supplier or his chosen subcontractor holding a certificate for the design of gas mains, as well as with the approved special plan, the approved EIA report, the environmental management and monitoring plan and the requirements of legal acts of the Republic of Lithuania.

6. The report on the detailed risk assessment, conclusions and recommendations for the gas interconnection Poland-Lithuania (presented as an appendix to this Annex C) states that a likelihood of contamination with explosives exists in the territory of the works. In planning and executing the works, the Supplier shall take this risk into account and shall take the responsibility to decide on measures necessary to manage this risk and shall take these measures, with a view to protecting the works and their results and any persons, machines, materials or equipment present on the construction site. If the Supplier, the Contracting Authority, their representatives and workers or any third party or property suffer any damage or if the execution of works is disrupted due to the explosives present on the construction site, the risk of all these consequences shall be borne by the Supplier.

7. Prior to performing any works in the protection zone of the operating natural gas transmission system facilities, the Supplier shall **provide all the required documents and obtain approval of Amber Grid AB for works at the operating natural gas transmission system facility/installation or its protection zone. Construction (installation) works on the natural gas transmission system shall only be performed by qualified workers trained in accordance with the law and certified under the Procedure**

for the certification of workers engaged in construction and operation of energy facilities and installations, approved by Order No 1-220 of the Minister of Energy of the Republic of Lithuania of 7 November 2012, and holding valid certificates of energy workers in the field of construction (installation) of natural gas and liquefied petroleum gas installations issued by a certified authority and granting the right to install and test installations of a natural gas transmission system and/or lead the installation and test works on a natural gas transmission system. Works near the operating natural gas transmission system facilities (work on line valve assemblies, work to unearth operating gas pipelines, or work at intersections of gas pipelines) shall only be performed by qualified workers trained in accordance with the law and certified under the Procedure for the certification of workers engaged in construction and operation of energy facilities and installations, approved by Order No 1-220 of the Minister of Energy of the Republic of Lithuania of 7 November 2012, and holding valid certificates of energy workers in the field of natural gas transmission issued by a certified authority and granting the right to operate more than 16 bar operating pressure gas pipelines of a natural gas transmission system and their installations and/or lead the operation of more than 16 bar operating pressure gas pipelines of a natural gas transmission system and their installations.

8. The route of the section of the gas interconnection Poland-Lithuania under construction in the territory of the Republic of Lithuania has a length of ~165 km and diameter of DN700. The gas pipeline is designed to extend across the territories of the municipalities of Širvintos distr., Vilnius distr., Elektrėnai, Kaišiadorys distr., Prienai distr., Birštonas, Alytus distr., Marijampolė distr. and Lazdijai distr. The work start/connection point is the valve technological site of the Jauniūnai gas compressor station (GCS) in the Širvintos municipality, in the territory of the Širvintos district municipality; the end of works is the point of connection of the section of the gas interconnection Poland-Lithuania in the territory of the Republic of Lithuania with the part of the gas interconnection under construction by the Polish gas transmission system operator in the territory of the Republic of Poland, the insulating sleeve specified in the prepared technical design, located at a distance of ~48 m from the Polish-Lithuanian state border, coordinates  $x=54.22925920$ ,  $y=23.38141829$  in accordance with the World Geodetic System 84 (WGS 84), in Būdviėtis eldership, Lazdijai district municipality.

9. The maximum design pressure is 5.4 MPa, except for the gas pipeline section from the Polish-Lithuanian border to the gas pressure reduction and metering station. The maximum design pressure in this section is 8.4 MPa.

10. The Supplier shall install technical connections of the gas mains with the branches to the Elektrėnai and Butrimonys gas metering and regulation stations (hereinafter „M&RS“) and provide for technological connections with the gas mains Minsk–Vilnius–Vievis, the gas mains to Kaliningrad, the gas mains Panevėžys–Vilnius and Vilnius–Kaunas, the branch to Alytus M&RS of the gas mains, etc.

11. The Supplier shall perform the construction works on the gas interconnection Poland-Lithuania in the following stages:

**11.1. For the gas pipeline section from the work start/connection point – the valve technological site of the Jauniūnai gas compressor station, to valve site No 6 (~73 km):** The Supplier shall perform gas pipeline welding and installation works, a check (diagnostics) of the internal geometry of the gas mains pipelines, as well as their testing, cleaning and drying, obtain all the necessary certificates for the filling of the constructed gas mains with gas and connect the pipes to the operating gas mains, and in accordance with regulatory laws obtain Construction Completion Certificates in Širvintos distr. municipality, Vilnius distr. municipality, Elektrėnai municipality and Kaišiadorys distr. municipality, and a certificate on partial completion in Prienai distr. municipality, and provide a full set of the technological documentation on completed works, certificates of materials, instructions etc. **by 22 December 2017.**

**11.2. For the gas pipeline section from valve site No 6 to valve site No 10 (~30 km):** The Supplier shall perform gas pipeline welding and installation works, a check (diagnostics) of the internal geometry of the gas mains pipelines, as well as their testing, cleaning and drying, obtain all the necessary certificates for the filling of the constructed gas mains with gas and connect the pipes to the operating gas mains, and in accordance with regulatory laws obtain the (final) Construction Completion Certificate

in Prienai distr. municipality and certificates on partial completion in Birštonas municipality and Alytus distr. municipality, and provide a full set of the technological documentation on completed works, certificates of materials, instructions etc. **by 21 December 2018.**

**11.3. For the gas pipeline section from valve site No 10 to valve site No 13 (~26 km):** The Supplier shall perform gas pipeline welding and installation works, a check (diagnostics) of the internal geometry of the gas mains pipelines, as well as their testing, cleaning and drying, obtain all the necessary certificates for the filling of the constructed gas mains with gas and connect the pipes to the operating gas mains, and in accordance with regulatory laws obtain Construction Completion Certificates on partial completion in Alytus distr. municipality, and provide a full set of the technological documentation on completed works, certificates of materials, instructions etc. **by 28 June 2019.**

**Note. To minimise the cumulative impact of GIPL and the overhead power transmission line LitPol Link on nature and maintain the 3-year “peace” time interval, the Supplier may commence the works defined for this stage of construction works (including all earth moving works, tree cutting and similar preparatory works, except for the route marking) not earlier than in January 2018.**

**11.4. For the gas pipeline section from valve site No 13 to the completion of works – the GIPL connection point (~37 km), and the construction works on the gas pressure reducing and metering station:** The Supplier shall perform gas pipeline welding and installation works, a check (diagnostics) of the internal geometry of the gas mains pipelines, as well as their testing, cleaning and drying, obtain all the necessary certificates for the filling of the constructed gas mains and the gas Pressure Reduction and Metering Station with gas and connect the pipes to the operating gas mains, and in accordance with regulatory laws obtain the (final) Construction Completion Certificate in Alytus distr. municipality, and Construction Completion Certificates in Lazdijai distr. municipality and Marijampolė distr. municipality, and provide a full set of the technological documentation on completed works, certificates of materials, instructions etc. **by 28 June 2019.**

**Note. The Supplier will be able to commence the works defined for this stage of construction works (in Alytus distr. municipality and Lazdijai distr. municipality) not earlier than in September 2018, with a view to minimising the potential cumulative impact of GIPL and LitPol Link on nature and maintaining the 3-year “peace” time interval. No restrictions are foreseen for the commencement of works in Marijampolė municipality (including the construction of the gas pressure reduction and metering station (GPR&MS)).**

12. Installation of line and all other valve sites in the gas mains under construction in accordance with the prepared technical design.

13. Installation of the start-up/receiving chambers of the control device:

13.1. One “double-sided” start-up/receiving chamber and one receiving chamber of the control device at the beginning of the gas pipeline – the valve technological site of the Jauniūnai gas compressor station.

13.2. Two “double-sided” start-up/receiving chambers of the control device in the territory of the Santaika gas pressure reduction and metering station.

14. Installation of a gas pressure and flow regulation node (hereinafter “GPFRN”) that would regulate the gas pressure in the gas interconnection Poland-Lithuania by directing the surplus pressure to the gas mains Minsk-Vilnius-Vievis at the beginning of the gas pipeline under construction – the valve technological site of the Jauniūnai gas compressor station:

14.1. The gas pressure and flow regulation node (GPFRN ) shall consist of one gas pressure and flow regulation technological line with 100 % throughput.

14.2. Installation of a gas filter/separator before the gas pressure reducing line.

14.3. Installation of above ground insulating sleeves at the GPFRN inlet and outlet. For the sleeves, installation of gas Ex category discharge arresters protecting from lightning or other electrical discharges.

14.4. All equipment shall be in a complete set with response flanges, gaskets, galvanised fixtures and ground connections (one of the bolts of the flange shall have a special split washer for ensuring

transient resistance). Such a bolt shall be mounted on the clearly visible side of the flange and marked. The above ground gas pipeline shall be connected to the technological internal ground circuit.

**14.5. Dismantling of the containers of the telemetric and alarm stations on the site of the receiving chamber of the control device on the gas mains Minsk-Vilnius-Vievis. Dismantling of all security and perimeter alarm and telemetric system equipment on the site of the receiving chamber of the control device on the gas mains Minsk-Vilnius-Vievis. The Supplier shall deliver the dismantled equipment to the warehouse of the Contracting Authority at Gudelių Str. 49, Vilnius.**

**14.6. Installation of new telemetric, security and perimeter alarm systems on the site of the receiving chamber of the control device on the gas mains Minsk-Vilnius-Vievis in accordance with designs agreed with the Contracting Authority (quantities of materials and works estimated in the Contract Works Documentation).**

**14.7. Installation of AC 400 V power supply from the Jauniūnai GCS, using existing power cable.**

14.8. Delivery of all other works and related services in connection with the installation of GPRD.

15. Installation of run indicators before and after each line valve double-action control device.

16. Installations of markers for control devices on the gas mains linear part. Taking of geodetic pictures at the places of installations of the markers immediately after the installation works.

**17. Installation of temporary gate valves (DN1200) and a by-pass line DN700 “under pressure”, using special equipment to ensure continuous gas transmission along the gas mains Minsk-Jauniūnai-Vievis during the construction works.**

18. Technical requirements for the valves:

18.1. Required documents: For parts exposed to pressure, LST EN10204-3.1; for parts not exposed to pressure, LST EN 10204-2.2. Protective layer for the subsurface insulating coat, in accordance with EN 10290, polyurethane, minimum thickness 1.5µm. Protective layer for the above-ground coat, anti-corrosive painting in accordance with the manufacturer’s specification, RAL 1031. Valve quality certificates, LST EN 10204-3.1. Valve leakage in accordance with LST EN 12266-1A.5.

18.2. Valve specification: API Spec 6D. Valve sealing systems shall meet LST EN 14144-3. The valve shall be positioned in the underground, the function of the ball valve is opening/closing, and the function of the throttling valve is adjusting/throttling. Designed for the natural gas medium, with the maximum operating pressure of 54 bars, except for the gas pipeline section from the Polish-Lithuanian border to the gas pressure reducing and metering station. The maximum design pressure on this section is 84 bars. The testing pressure on the construction site is 82.5 and 126 bars respectively. Valve pressure class PN 63, in accordance with EN1333. Maximum operating temperature +50 °C, minimum operating temperature –20 °C for the subsurface part and –35 °C for the above-ground part. The valves shall be of a fire-safe design and tested in accordance with API SPC 6FA. The valve design shall ensure their leak-tightness also in cases when gas contains small mechanical impurities, water or condensate. The valves shall be suitable for short-term water and methanol exposure (during the hydraulic testing). The welding ends shall be with branches. The branches shall be bevelled in accordance with the requirements of LST EN 10208-27.6.4.2. The branch length shall be at least 150 mm. All valves shall have supports for mounting. The body of the (ball and throttling) valve shall be fully welded from not more than two parts. The valve body shall be made from killed steel. Carbon or low alloy steel shall be refined. Normalised steel shall be used for the production of the body. Restrictions shall apply to the following chemical components:

- carbon: max. 0.20%;
- sulphur: max 0.010%;
- phosphorus: max 0.020%.

18.3. Requirements for valve labelling.

Each valve shall have a stainless steel label attached, containing the following information:

- a) name or trademark of the manufacturer;
- b) pressure class;
- c) design pressure, bar;

- d) testing pressure, bar;
- e) valve steel name (class);
- f) valve identification number.

#### 18.4. Technical requirements for the ball valves:

18.4.1. The ball valves shall have blow-down and moisture removal branches and additional ball valves on the branches. The length of the branches shall be such as to enable blow-down and moisture removal above ground (with no need to unearth the valve).

18.4.2. The valve design shall be such as to enable lubricant refilling without dismantling the valve.

18.4.3. The ball of the ball valve shall be made from carbon steel, its surface coated with two layers of chromium. The minimum ball surface hardness in accordance with the Vickers scale is HV 900.

18.4.4. The leak-tightness of the ball valve shall consist of three steps:

Step one: metal/metal.

Step two: emergency sealant, i.e. lubricant. The possibility to open or shut the ball valve without balancing out the (atmospheric/operating) pressure before and after the valve shall be ensured. After closing/opening, the valve shall stay leak-proof. Following the manufacture of the valve, the closing/opening test shall be carried out together with a representative of the Contracting Authority.

Step three: soft sealant. The sealing system shall compensate the forces occurring at the time of ball turning (e.g. soft sealant with a mobile gasket installed so as to remain mobile); the system shall compensate the wear of the seal ring in step two.

The valve sealing steps shall be arranged as follows: step one metal/metal, step two emergency sealant/lubricant, and step three soft sealant. The top and bottom connecting parts of the valve stem shall have a sealant injection system that prevents the escape of gas into the atmosphere and the entry of water into the stem.

#### 18.5. Technical requirements for the throttling valves:

18.5.1. The throttle of the throttling valve shall be coated with a material of high hardness, e.g. stellite. The saddle rings shall be from stainless steel. Full tightness of the throttling valve shall be ensured by the metal-on-metal contact without soft seal rings. The throttling valve column shall be waterproof to prevent the entry of moisture into the stem. The drive shall have a valve position indicator mounted on it, showing the position in which the throttling valve is open/shut.

18.5.2. The throttling valve design shall be suitable for gas pressure regulation/throttling.

18.5.3. The throttling valve shall meet the requirements of EN 12266-1:2012, with the maximum permitted leakage through the socket by each leak rate in cubic millimetres per second equal to not more than B rate, i.e. for gas  $0.3 \times DN$ .

18.6. Upon completing the valve mounting works on the gas mains, testing of the valves shall be carried out together with a representative of the factory.

#### 19. Technical requirements for the connecting parts:

19.1. The design pressure of the connecting parts shall be 54 bars, except for the gas pipeline section from the Polish-Lithuanian border to the gas pressure reducing and metering station. The maximum design pressure on this section shall be 84 bars. The connecting parts shall be suitable for connecting natural gas transmission pipelines. The breaking elongation of the connecting part shall be at least 18%. The yield strength and breaking limit ratio shall not exceed 0.90. The hardness of any weld point of the connecting parts under the Vickers method shall not exceed 350 points, HV10, including the zone subject to thermal treatment. The connecting parts, in particular the bends and elbows, T-joints, transition joints, stop flanges and other parts necessary for connection shall be factory made. The external side of all factory-made connecting parts shall have the following marks:

- a) name or trademark of the manufacturer;
- b) product identification and serial number;
- c) factory check mark.

#### 20. Technical requirements for steel insulated pipes:

20.1. The pipes for subsurface construction shall have an anti-corrosive coat and be designed for the maximum operating pressure of 54 bars, except for the gas pipeline section from the Polish-Lithuanian border to the gas pressure reducing and metering station. The maximum design pressure for this section shall be 84 bars.

20.2. The technical characteristics of the steel pipes shall meet or exceed the requirements of the regulatory document LST EN 10208-2. The pipes shall be suitable for natural gas transport. The pipes shall be designed for use at the lowest design temperature of  $-35^{\circ}\text{C}$ . The pipes shall be such as to enable arc welding, using the usual electrodes and equipment, and suitable for outdoor welding. The pipes shall be designed for the formation of elbows by cold bending with the help of special machines.

20.3. The pipe manufacturer shall have a quality management system installed under LST EN ISO 9001 at the company.

20.4. Killed steel of an improved structure shall be used. The pipe welded by electric arc shall be made from a thermo-mechanically or hot-rolled steel strips by cold formation. The welding zone shall be thermally treated after welding. The straight weld pipe welded by electrical arc shall have one weld. The interior and exterior surface of the pipe shall be smooth and compliant with the pipe manufacturing technique. The supplied pipes shall have no defects.

20.5. Steel hardness, impact elasticity, bending and crushing tests required under LST EN 10208-2 shall be carried out. During the preparation and cutting of samples, the samples may not be heated to more than  $100^{\circ}\text{C}$ . The hydraulic testing of each pipe at the factory shall be followed by a visual inspection and non-destructive testing. The external and internal surface shall be inspected in accordance with the requirements of section 9.4.9 of LST EN 10208-2. Any irregularities and defects present on the surface of the pipes shall be classified and corrected accordingly.

20.6. Each pipe shall be weighed separately. The pipe ends shall be prepared for welding and bevelled. The bevel angle shall be  $30^{\circ}+5^{\circ}/0^{\circ}$ . The bevel root edge thickness shall be  $1.6\text{ mm}\pm 0.8\text{ mm}$ .

20.7. The end of each pipe shall have the following marks:

- a) name or mark (X) of the manufacturer;
- b) pipe diameter and wall thickness in millimetres;
- c) pipe production standard number, EN 10208-2;
- d) steel name – L .....
- e) pipe types (W – weld)/(S – seamless);
- f) mark (Y) of the quality inspector;
- g) identification number that allows linking the pipe and the appropriate check document (Z).

The pipes shall be marked using durable paint in accordance with EN 10208-2.

21. Technical requirements for the steel pipe polymeric insulation:

21.1. The manufacturer of the steel pipe polymeric insulation shall have a quality management system installed in accordance with the requirements of LST EN ISO 9001. The pipe insulation shall ensure the required protection from mechanical, thermal and chemical impact occurring during the operation, transport, storage and mounting of the pipes. The pipe coating shall meet the requirements under DIN 30670 (spray or pour coating).

21.2. Prior to spraying or pouring the steel pipe with polymeric insulation, the surface shall be cleaned to a glossy surface in accordance with Sa 2 ½, ISO 8501. The roughness of a cleaned pipe surface shall be  $40\mu\text{m}\leq\text{Rz}\leq 90\mu\text{m}$  in accordance with the ISO 4287-1 requirements. On completing the cleaning, the pipe surface shall be inspected visually. All surface unevenness that becomes visible after cleaning shall be removed. The pipe ends may not be covered with an adhesive layer. Non-insulated pipe ends shall be not longer than 150 mm. In addition, the porosity of each pipe coating shall be checked along with the tests required under DIN 30670. The coating manufacturer shall provide a description of repair and repaired coating testing procedures.

22. Negotiations with the land owners shall be carried out and compensations to them for damages within the boundaries of the gas pipeline contraction site (within the boundaries of the working zone defined in the design) shall be paid by the Contracting Authority. Outside the boundaries of the gas

pipeline construction site and during the restoration of the land drainage system, payments to the land owners shall be made and compensations shall be paid by the Supplier.

**23. The construction works on the linear part of the gas mains shall include:**

23.1. Receipt of the steel insulated pipes purchased by the Contracting Authority at the sites (grounds) (not more than 10) selected and rented by the Supplier, with good access for motor vehicles, located near the construction site of the planned gas pipeline route, as well as their unloading, warehousing, storage and transportation to the construction site, and other operations in accordance with the requirements specified in the technical design.

23.2. General construction works.

23.3. Gas mains route marking works and related services.

23.4. Archaeological and geological field surveys shall be conducted (e.g. at places of trenchless construction).

23.5. The Supplier shall conduct the mandatory exploratory and detailed archaeological surveys. The table below shows the places where the surveys shall be conducted. For all other places where the need for exploratory and detailed archaeological surveys, the Supplier shall be paid for works actually performed at the rates specified in the proposal.

**Archaeological surveys on the GIPL route (Design implementation stage: Construction)**

No.	District	Name	Detailed archaeological surveys	Exploratory archaeological surveys	Archaeological explorations	Stage of construction works	Archaeological survey and EIA conclusions
1.	Lazdijai	Išlandžiai presumed settlement	+			III	A small deposit of flint chips and articles was found on the south-western shore of the former lake. <b>Prior to the commencement of construction (earth moving works), detailed archaeological surveys have to be carried out in an area of 630 m<sup>2</sup>. Responsibility of the Supplier.</b>
2.	Alytus	Panemuninkai presumed location	+			II	Although scarce and difficult to be dated, the finds testify to the past economic activities carried out in the nearby places. <b>Prior to the commencement of construction (earth moving works), detailed archaeological surveys have to be carried out in an area of 103 m<sup>2</sup>. Responsibility of the Supplier.</b>
3.	Alytus	Skituriai ancient settlement	+			II	Some pieces of modelled pottery and iron slag were found about 250 m from the eastern shore of the former lake; it is expected that the surveys will show a settlement much larger southwards and northwards than the discovered accumulation of the findings as separate identical finds of modelled pottery have been discovered as many as 700 m north of this location. <b>Prior to the commencement of construction (earth moving works), detailed archaeological surveys have to be carried out in an area of 1596 m<sup>2</sup>. Responsibility of the Supplier.</b>



No.	District	Name	Detailed archaeological surveys	Exploratory archaeological surveys	Archaeological explorations	Stage of construction works	Archaeological survey and EIA conclusions
4.	Alytus	Bambininkai ancient settlement I	+			II	A particularly high accumulation of flint finds was discovered on the peninsula in the overgrown bay of Lake Simnas, by the source of a stream; the highest density of the finds was observed in the southwestern part of the peninsula, on the shore; quite many finds were discovered also in other parts of the peninsula, their density being lower there. <b>Prior to the commencement of construction (earth moving works), detailed archaeological surveys have to be carried out in an area of 1489 m<sup>2</sup>. Responsibility of the Supplier.</b>
5.	Alytus	Bambininkai ancient settlement II	+			II	A slightly smaller accumulation of flint finds was discovered on the shore of the overgrown bay of Lake Simnas; the accumulation is likely to continue southwards. <b>Prior to the commencement of construction (earth moving works), detailed archaeological surveys have to be carried out in an area of 1352 m<sup>2</sup>. Responsibility of the Supplier.</b>
6.	Alytus	Daugirdai ancient settlement I	+			II	A small accumulation of flint finds on the eastern shore of the bay of the former lake. <b>Prior to the commencement of construction (earth moving works), detailed archaeological surveys have to be carried out in an area of 230 m<sup>2</sup>. Responsibility of the Supplier.</b>
7.	Alytus	Daugirdai ancient settlement II	+			II	Abundant finds of mostly dead-burned flint at the northern end of the peninsula of the former lake. <b>Prior to the commencement of construction (earth moving works), detailed archaeological surveys have to be carried out in an area of 1339 m<sup>2</sup>. Responsibility of the Supplier.</b>
8.	Birštonas	Grikapėdis ancient settlement	+			II	A small accumulation of flint finds was discovered on the peninsula surrounded by River Verknė on three sides; only a very small area of slightly better visibility was explored there; therefore a larger territory of this archaeological site is expected to be discovered during the surveys. <b>Prior to the commencement of construction (earth moving works), detailed</b>

No.	District	Name	Detailed archaeological surveys	Exploratory archaeological surveys	Archaeological explorations	Stage of construction works	Archaeological survey and EIA conclusions
							archaeological surveys have to be carried out in an area of 582 m <sup>2</sup> . <b>Responsibility of the Supplier.</b>
9.	Prienai	Būda (Valiūniškės presumed site of the settlement)	+			II	No valuable cultural layer was found, and only separate archaeological finds were discovered. <b>Prior to the commencement of construction (earth moving works), detailed archaeological surveys have to be carried out in an area of 75 m<sup>2</sup>. Responsibility of the Supplier.</b>
10.	Prienai	Kašonys ancient settlement	+			II	A small accumulation of flint finds was discovered 200 m from the presumed former lake, in a field of level land. <b>Prior to the commencement of construction (earth moving works), detailed archaeological surveys have to be carried out in an area of 571 m<sup>2</sup>. Responsibility of the Supplier.</b>
11.	Prienai	Slabada ancient settlement	+			II	An accumulation of flint finds was discovered along the shoreline on the eastern shore of the former lake. <b>Prior to the commencement of construction (earth moving works), detailed archaeological surveys have to be carried out in an area of 2129 m<sup>2</sup>. Responsibility of the Supplier.</b>
12.	Kaišiadorys	Stebeikiai presumed site of the settlement	+	+		I	Features of ancient settlements and burial grounds are likely to exist there. <b>Prior to the commencement of construction (earth moving works), detailed archaeological surveys have to be carried out in an area of 1922 m<sup>2</sup>, and exploratory surveys in an area of 86 m<sup>2</sup>. Responsibility of the Supplier.</b>
13.	Kaišiadorys	Šventininkai presumed site of the settlement	+	+		II	Camp sites from the Neolithic and Early Bronze Ages are likely to have existed in this location. <b>Prior to the commencement of construction (earth moving works), detailed archaeological surveys have to be carried out in an area of 655 m<sup>2</sup>, and exploratory surveys in an area of 18 m<sup>2</sup>. Responsibility of the Supplier.</b>
14.	Kaišiadorys	Vilūnai ancient settlement	+	+		I	Settlements and camp sites from the Neolithic Age may have existed in part of the explored sites. <b>Prior to the commencement of construction (earth moving works), detailed archaeological surveys have to be carried out in an area of 4241 m<sup>2</sup>. A</b>

No.	District	Name	Detailed archaeological surveys	Exploratory archaeological surveys	Archaeological explorations	Stage of construction works	Archaeological survey and EIA conclusions
							settlement from the Stone Age is likely to have existed on the isle of the former lake. Prior to the commencement of construction, exploratory surveys need to be carried out in an area of 86 m <sup>2</sup> . All the surveys are the responsibility of the Supplier.
15.	Kaišiadorys	Skudeniai ancient settlement	+			I	Some pieces of linear band pottery, flint chips and burnt small animal bones were discovered on the steep eastern shore of the former lake. Prior to the commencement of construction (earth moving works), detailed archaeological surveys have to be carried out in an area of 1588 m <sup>2</sup> . Responsibility of the Supplier.
16.	Elektrėnai	Migūčioniai–Kakliniškės ancient settlement	+			I	A very large accumulation of iron slag and some pieces of modelled pottery and flint finds were discovered on the southern shore of the former lake, by a former stream that had its source there. Prior to the commencement of construction (earth moving works), detailed archaeological surveys have to be carried out in an area of 5983 m <sup>2</sup> . Responsibility of the Supplier.
17.	Elektrėnai	Tarbiškės ancient settlement	+			I	Modelled pottery, flint and dead-burned small bone finds were discovered 200 m from the shore of the former lake, in a field of level land. Prior to the commencement of construction (earth moving works), detailed archaeological surveys have to be carried out in an area of 459 m <sup>2</sup> . Responsibility of the Supplier.
18.	Vilnius	Rokiškės (Neris River right bank) presumed site of the settlement	+			I	Some flint chips were discovered in several prospect holes, but for the most part no valuable cultural layer was found. Prior to the commencement of construction (earth moving works), detailed archaeological surveys have to be carried out in an area of 25 m <sup>2</sup> . Responsibility of the Supplier.
19.	Širvintos	Draučiai presumed site of the settlement	+			I	Features of a camp site and small flint pieces with signs of crushing were discovered on the isle of the former lake. Prior to the commencement of construction (earth moving works),

No.	District	Name	Detailed archaeological surveys	Exploratory archaeological surveys	Archaeological explorations	Stage of construction works	Archaeological survey and EIA conclusions
							<b>detailed archaeological surveys have to be carried out in an area of 50 m<sup>2</sup>. Responsibility of the Supplier.</b>
20.		Whole zone of the construction works on the gas mains			+	I-III	Archaeological explorations need to be carried out during the construction works by removing the vegetation or soil surface layer with machines, except for the sites specified in the table where detailed archaeological or exploratory surveys are required in accordance with the recommendations of the Research Archaeological Commission (hereinafter "RAC"). <b>Conducting archaeological explorations along the whole 165 km length of the route is the responsibility of the Supplier.</b>

**Notes:**

1. The table presents the summary conclusions of the archaeological surveys conducted in the territorial planning and design stages.
2. Archaeological explorations along the whole length of the route, in the zone of construction works on the gas mains, shall be carried out in accordance with the EIA report approved by Decision No (15.9)-A4-9208 of the Environmental Protection Agency of 21 August 2015.
3. In the specified sites, the exploratory and detailed archaeological surveys shall be conducted prior to the earth moving works (prior to the removal of the vegetation and soil surface layer). The Supplier shall harmonise the sequence\* of the detailed archaeological surveys, exploratory surveys and construction works on these sites with the Research Archaeological Commission (hereinafter "RAC") of the Department of Cultural Heritage under the Ministry of Culture.
4. The Supplier shall take into account the fact that the scope of archaeological surveys may change (increase or decrease) depending on the performed archaeological explorations and the exploratory or detailed survey results and conclusions, which shall be discussed by RAC. The archaeological surveys, the scope of which could not be known prior to conducting the above surveys, shall be paid by the Customer in accordance with the rates for identical (similar) works provided by the Supplier in the proposal.  
(\* If the Contract is concluded prior to obtaining the documents that permit construction, the Supplier could carry out the archaeological surveys by organising these works as early as possible).

**23.6. In ensuring that the requirements specified in the prepared Environmental Impact Assessment Report are properly fulfilled, the Supplier must hire, at his own expense, a specialist(s) of the Department of Cultural Heritage under the Ministry of Culture (hereinafter referred to as "the DoCH") or (an)other specialist(s) possessing required qualification, whose qualification meets the established requirements and is coordinated with the DoCH, to participate in the performance of the construction works.**

**23.7. The Contracting Authority shall prepare and, additionally during the procurement, not later than before the end of the negotiations, shall submit an Environmental Monitoring Plan drawn up in accordance with the EIA requirements. The progress of works in accordance with the Plan shall be controlled by the environmental monitoring undertaking hired by the Contracting Authority. In**

**cooperation with that undertaking, the Supplier must ensure that environmental requirements are not violated in the course of the performance of the works.**

23.8. Vegetable soil layer displacement (without mixing the soil layers) and storage works.

23.9. Trench excavation and soil storage works.

23.10. Timber felling and processing at the construction site.

23.11. Prior to commencing timber felling operations, the Supplier must receive, in accordance with the established procedure, permission for timber felling.

23.12. To inform in advance the land plot owner about timber felling works to be started.

23.13. Timber felling, preparation, and storage at places accessible by road and agreed upon with the forest (user) owner.

23.14. To store the harvested timber at a place agreed upon with the forest (user) owner so that the latter could access the timber and remove it.

23.15. Timber shall be transferred to forest owners (users) in a fully prepared condition; transfer shall be documented by a statement. The Technical Design provides for the preliminary quantity of timber to be harvested. The exact quantity shall be specified in the timber felling permission, i.e. after marking the route and cruising.

23.16. The Supplier must submit documents substantiating the incurred timber preparation, storage, and transfer expenses.

23.17. Technical Design preparation services.

23.18. The Supplier shall be responsible for the Working Designs of the separate parts of the Technical Design. The Supplier must ensure required capacities by engaging respective sub-suppliers meeting the required qualification.

23.19. The Supplier or the sub-supplier selected by the Supplier must have at least one certified cathodic corrosion protection engineer specialist who is entitled to prepare the cathodic corrosion protection part of the Working Project in the European Union.

23.20. The Supplier or the sub-supplier selected by the Supplier must have required and qualified personnel for the performance of the works related to the procurement object.

23.21. Pipeline welding and laying works.

23.22. The welding, control, and insulation works of welds.

23.23. The quality of welds made by the Supplier may not be checked by any laboratory subordinate to the Supplier, i.e. weld X-raying and examining may be performed by a laboratory which is not owned by the Supplier.

23.24. A weld may not be repaired more than twice in respect of defects detected. Such a weld must be cut out and re-welded. If the Contracting Authority finds that a weld was repaired more than twice, the team of welders who made that weld must be suspended from welding works for the whole gas pipeline construction period. The Supplier must ensure that the suspended welders do not continue welding works and engage other welders possessing the required qualification.

23.25. The insulation works shall be performed under a positive ambient temperature.

23.26. The insulation works shall be performed by specialists trained and certified for the performance of such works.

23.27. The Supplier must perform the buried gas pipeline insulation integrity check (polarisation) by separate gas pipeline stretches with lengths of ~6 km.

23.28. During the performance of the works, the Supplier shall be obliged to complete necessary construction documentation as well as corrosion protection part test and measurement reports, the specimen forms whereof are attached as appendices to this Annex C.

23.29. The works for filling welded and insulated pipelines with soil shall be performed with the use of special safety equipment or machinery in order to protect the pipeline coating and the pipeline itself against damage.

23.30. The installation of valve assemblies, including pipeline connections.

23.31. Gas pipeline testing and cleaning and drainage.

23.32. Environment management works; pipeline route marking.

**23.33. The manufacture and installation of information stands (at least 4 pcs.) within 30 days from the signing of the Contract of Work.**

23.34. When spreading the vegetable soil layer, prevent it from mixing with other soil layers.

23.35. The works for the equipping of gas pipeline routes junctions, road crossings, water body crossings, and other obstacles.

23.36. Equipping of temporary and permanent access roads.

23.37. Prior to starting the works, the Supplier must photograph and record the existing condition of the access roads which are planned to be used by the vehicles of the Supplier during the construction. 1 set of the photographs shall be transferred to the Contracting Authority and the respective municipality.

23.38. Temporary access roads shall be equipped upon coordinating with land plot owners, while ensuring for them with the possibility to have access by road to the part of the land plot behind the excavated trench, to have access by road the farmstead, and to drive cattle.

23.39. The supplier must install permanent access roads to all pipeline valve assemblies and technological sites of the gas pipeline under construction.

23.40. The restoration of damaged reclamation and drainage systems and payment of compensations to land owners for the damage caused beyond the construction site boundaries.

23.41. Prior to starting the works, the Supplier must photograph and record the existing waterlogged and wet land areas to determine the condition of the existing reclamation and drainage system. 1 set of the photographs shall be transferred to the Contracting Authority and the respective municipality.

23.42. The installation of electrical engineering networks and systems, electrical works and the provision of and payment for other services related to the purchase and sale of electricity and electricity transmission service. The Supplier shall be responsible for the coordination of the works selected by the electricity operator. (The Supplier shall conclude an agreement on the purchase and sale of electricity and electricity transmission service for those facilities of the Contracting Authority where the Supplier performs contract works and settles with electricity operators for provided services before the day of the signing of the Construction Completion Statement). The Contracting Authority shall sign agreements with electricity operators after the receipt of the Construction Completion Statement, when the constructed Facility has been transferred to the Contracting Authority.

23.43. The Supplier shall install electrochemical protection facilities.

23.44. Only products certified in Europe shall be used for the installation of cathodic protection.

23.45. When performing the works, the Supplier may not damage the cathodic protection facilities operating for the protection of the adjacent gas pipeline.

**23.46. Prior to starting the Works, the Supplier, together with the designer who developed the Technical Design, with participation of representatives of AB Amber Grid, must clearly mark the route in parallel to the existing main gas pipelines in order to prevent the operating gas pipeline from damage during the construction works of the new gas pipeline.**

23.47. The Supplier shall perform DN 700 pipeline geometry, weld connection and basic metal non-destructive control works for the gas pipeline interconnection newly constructed by the Supplier using the following pipeline internal diagnostics devices:

23.47.1. A pipeline internal diagnostic geometry device (pig) (EGP) is introduced in a compressed air environment during construction, before the hydraulic testing of the constructed pipeline section.

23.47.2. The Supplier must pass the cleaning device (pig) with a calibration plate through the constructed gas pipeline section.

23.47.3. After passing the calibration plate, the Supplier must, using a mobile air compressor, check the geometry of separate sections of the gas pipeline with an EGP-type geometry pig EGP or equivalent.

23.47.4. The smart geometry pig (EGP) (or equivalent) should be equipped with a mapping pig, which determines the XYZ position of the gas pipeline (coordinates LKS 94).

23.47.5. The intelligent geometry pig (EGP) (or equivalent) should register and measure 3-dimensional pipelines coordinates using an inertial navigation unit. XYZ must be installed in the geometry pig to

avoid additional testing. The markers of reference points must be provided by the service provider. The Final Inspection Report must provide the coordinates of all installations, welds, and functions in LKS94 (Lithuanian coordinate system) format.

23.47.6. The internal diagnostics and evaluation of their results must be performed in accordance with the following standards and normative documents:

23.47.6.1. API 1163 In-line inspection System Qualification, Second Edition, April 2013;

23.47.6.2. ASME B31.8S-2010 Managing System Integrity of the Pipelines, Code for Pressure Piping – B31;

23.47.6.3. Pipeline Operators Forum – Specifications and requirements for intelligent pig inspection of pipelines – Version 2009.

23.47.7. The Supplier must take into account the fact that the pipeline will be constructed and Construction Completion Statements will be received for separate sections; therefore, the pipeline geometry check must be performed separately in the following stages:

23.47.7.1. Upon the construction of the gas pipeline section from the beginning of the works (the valve technological site at Jauniūnai Gas Compression Station) to Valve site No 6 of gas interconnection Poland-Lithuania (~73 km).

23.47.7.2. From Valve site No 6 to Valve site No 10 (~30 km).

23.47.7.3. From Valve site No 10 to Valve site No 13 (~26 km).

23.47.7.4. From Valve site No 13 to the end of the works – GIPL connection point (~37 km).

23.47.8. **Upon completion of the construction the whole gas pipeline and filling it with gas within a period of two years from the day of receipt of the Construction Completion Statement, the Contracting Authority shall perform, at its own expense, the internal diagnostics of the pipeline with magnetic flux leakage (MFL) and transverse flux inspection (TFI). Any detected inconsistencies of weld connections and basic metal with the Technical Design of the gas pipeline that affect reliability and safety will have to be fully eliminated at the expense of the Supplier in accordance with the works performance schedule to be separately agreed upon by both parties. The Supplier will also have to pay the cost of the gas necessary for the performance of the works emitted into the atmosphere as well as other expenses of the Contracting Authority necessary for the purpose. The cost of the emitted gas shall be determined in accordance of the market price of gas on that day.**

23.47.9. When performing the geometric check of the pipeline, the following main indicators will have to be determined:

23.47.9.1. Recesses (indentions, blisters, dents) – to record and measure such recesses that have depths greater than  $0.5\%D_{is}$  50 mm axis length and  $0.5 (15^\circ)$  circle. The measuring precision shall be: by depth –  $0.25\%D_{is}$ , by axis –  $\pm 5$  mm,  $15^\circ$  circle. The recess position at the pipeline to the nearest weld shall be indicated with a precision of  $\pm 10$  mm.

23.47.9.2. To register and measure abnormal assembling welds, whose internal surface protrudes by more than 2 mm and  $15^\circ (0.5$  h) throughout the length. In the report, the abnormal welds will have to be graduated by a depth of 1 mm, protrusion position in the pig movement direction and/or against the pig movement direction, and perimeter position by hours.

23.47.9.3. Deformation (out-of-roundness), min. – 1% of the pipeline external diameter. For these pipes, it is necessary to specify  $D_{max}$  and  $D_{min}$ , whose precision shall be not less than  $0.5\% D_H$ . The section of the pipe with the maximum out-of-roundness must be measured with the adjacent sections, the distance from which would reach  $D_H \pm 10$  mm.

23.47.9.4. Corrugations, min. – 2% of the pipeline external diameter.

23.47.9.5. Other pipeline geometry abnormalities.

23.47.9.6. The location of the detected defect; referencing according to the installed markers.

23.47.10. Upon completion of the geometry check, the Supplier or sub-supplier hired by the Supplier must draw up a report in the printed and digital form to be coordinated with the Contracting Authority.

23.48. The Supplier must take all necessary additional measures in order to protect the adjacent main gas pipeline during the works.

23.49. The Supplier must be fully responsible and cover losses for the disturbed operation of or damage to the main gas pipeline as well as for violations of main gas pipeline maintenance and other legal acts when such are committed through the fault of the Supplier or sub-suppliers.

23.50. To lay a fibre optic cable with the necessary equipment for data transmission to Gaz SYSTEM S. A. from Santaika gas pressure reduction and metring station under construction and Lithuanian-Polish border. The scopes of materials and works are evaluated in the tender documentation of the Contract Works.

23.51. The works for the telemetry (SCADA) equipment installation and programming, integration of the equipment of the constructed gas pipeline into the common main gas pipeline SCADA system and related programming and configuration works. The scopes of materials and works are evaluated in the tender documentation of the Contract Works.

23.52. Soil reclamation works to be performed mechanically.

23.53. Gas pipeline testing and cleaning and drainage. Pipeline internal geometry check. All hydraulic tests shall be performed under a positive ambient temperature.

23.54. After the hydraulic test and passing of the cleaning plugs, it is necessary to perform the dehumidification of the main gas pipeline with specially designed technological equipment, using compressed dry air. When passing air through the molecular mesh, ensuring an outlet dew point -20 C.

23.55. The connections of the gas pipeline to the existing operating gas pipeline. The works for the connection to the operating gas pipeline may be carried out only by the Supplier (or the sub-supplier selected by the Supplier) holding a certificate issued by the Energy Inspectorate of the Republic of Lithuania permitting the performance of such works.

23.55.1. It is envisaged that connections to the operating gas pipeline at the beginning of the construction works/connection location – Jauniūnai Gas Compressor Station, the valve technological site, Points No JT-1; JT-1.1÷JT-1.12; JT-2; JT-3; JT- 4 (temporary valves (DN1200) and bypass line (DN700) ("pressurised") must be installed) must be performed during the period 11-25 September 2017 (the works shall be carried out for 14 calendar days, 336 hours);

23.55.2. Connection to the operating gas pipeline at Point No JT-9 must be performed on 28 September 2017 (24 hours);

23.55.3. Connection to the operating gas pipeline at Point No JT-11 must be performed on 02 October 2017 (24 hours);

23.55.4. Connection to the operating gas pipeline at Point No JT-12 must be performed on 05 October 2017 (24 hours);

23.55.5. Connection to the operating gas pipeline at Points No JT-8 and JT-10 must be performed on 15-16 June 2018 (48 hours);

23.55.6. Connection to the operating gas pipeline at Points No JT-13-15 must be performed on 15 September 2018 (24 hours).

23.56. The installation and adjustment of the automation, alarms, telemetry, and telecommunications systems.

23.57. The installation of landscape protection facilities.

23.58. Taking the geodesic photographs of the gas pipeline route (the as-built geodesic photographs of the gas pipeline and its accessories shall be performed in the ordinary and digital versions, the latter of which must comply with the requirements of the geodesy and cartography technical requirements regulation GKTR 2.16.01:2002 – Applied gas GIS specification. First Issue *or equivalent*; the data of non-gas pipeline facilities shall be provided in a digital format in accordance with the InGIS Specification (Integrated Geoinformation System (InGIS) Geodata Specification. Edition II (the Ministry of Management Reforms and Municipality Affairs/Order/46/32/2000 04 25/Enters into effect from 2000 05 04/Valstybės žinios'2000 No 36-1019)) in the ESRI Personal Geodatabase or ESRI SHP format. If required, the



Contracting Authority will provide the Supplier with database templates separately. The Supplier must provide the Contracting Authority with digital files, from which drawings shall be printed out.

23.59. The adjustment and/or creation of cadastral measurements cadastral data files with verification and property value determination. Cadastral data files shall be provided in the digital and printed forms, in duplicate.

23.60. Cooperation with the design organisation developing the Working Design of the gas pipeline and coordination and control of their work.

23.61. The Supplier must provide the Contracting Authority with the data sheets, quality and test certificates, and other important documentation of the installed facilities as well as instructions for the operation and maintenance of the equipment (the latter documents shall be in the Lithuanian language).

23.62. Other works and services associated with the procurement object and implementation of the projects, which are not provided for in the Technical Design and Working Design of the structure and which must be performed in order to complete construction, including but not limited to the following:

23.62.1. The development of the works technology design;

23.62.2. The services of the authorised institution for the inspection of the technical condition of equipment (e.g. VŠĮ Technikos Priežiūros Tarnyba or others) for the purpose of evaluating the technical condition of the gas pipeline under construction and its facilities and providing conclusions on the suitability of the facilities for their commissioning;

23.62.3. The works which must be performed in order to complete construction and receive the Construction Completion Statement.

23.62.4. The provision and issue of all documents necessary for the performance of the construction works (including the Construction Log).

23.62.5. The organisation of the structure construction completion procedures and receipt of the Construction Works Completion Statement.

23.62.6. The Supplier must complete and batch all mandatory documents regarding the receipt of the Works Completion Statement, while the Contracting Authority shall only sign the prepared request.

23.62.7. To prepare and coordinate with the Contracting Authority the technical data sheets for the pipeline and pressure vessels of the main gas pipeline.

23.62.8. To perform all other works and provide all other services related to the procurement object, including the uploading of all necessary documents to Infostatyba information system.

23.62.9. To organise the work of the commissions and to promptly correct any found shortcomings.

23.62.10. The batching of construction documents (printed and digital versions thereof), including:

- \* Detailed operating instructions of the valves and electrochemical corrosion protection facilities of the linear part of the gas pipeline and other equipment in the Lithuanian language;
- \* Certificates and declarations of conformity of construction products in the Lithuanian language;
- \* construction and as-built documentation (the as-built geodesic photographs of the gas pipeline and its accessories shall be performed in the ordinary and digital versions, the latter of which must comply with the requirements of the geodesy and cartography technical requirements regulation GKTR 2.16.01:2002 – Applied gas GIS specification. First Issue), *or equivalent*. The data of non-gas pipeline facilities shall be provided in a digital format in accordance with the InGIS Specification (Integrated Geoinformation System (InGIS) Geodata Specification. Edition II (the Ministry of Management Reforms and Municipality Affairs/Order/46/32/2000 04 25/Enters into effect from 2000 05 04/Valstybės žinios'2000 No 36-1019)) in the ESRI Personal Geodatabase or ESRI SHP format. If required, the Contracting Authority will provide the Supplier with database templates separately. The Supplier must provide the Contracting Authority with digital files, from which drawings shall be printed out.
- \* Copies of the product manufacturers' production quality assurance ISO 9001 or equivalent certificates, copies of product quality certificates, Ex-certificates, detailed product descriptions, and technical characteristics.

23.62.11. The Supplier shall be obliged to perform project information actions as provided for in the requirements for the European Union Structural Support Programme, which must be in direct proportion to the project activity scope, i.e.

23.62.11.1. To prepare and install information stands where the conditions specified in the requirements for the European Union Structural Support Programme are present.

23.62.11.2. To prepare and install permanent clarification stands where the conditions specified in the requirements for the European Union Structural Support Programme are present.

23.62.11.3. The specimen of the mark of the European Union Structural Support must be used in all the project information measures implemented by the Supplier.

23.62.11.4. The delivery of the residuals of construction pipes and materials to the places specified by the Contracting Authority. The Supplier must ensure the rational use of pipes during the construction. The Supplier must return the pipes non-used for the construction works to the Contracting Authority in a non-damaged, non-cut condition.

23.62.11.5. The familiarisation of the respective employees of the Contracting Authority with the new equipment and their training for the operation of the equipment.

23.62.11.6. Necessary translation/interpreting services. The Supplier shall undertake to ensure that all documents to be sent to the Contracting Authority are in the Lithuanian language and, in communication with representatives and employees of the Supplier, necessary translation/interpreting is ensured where required.

#### **Annex D: Tender Contract Works Documentation – No 2015-08**

**SECTION OF THE GAS INTERCONNECTION POLAND-LITHUANIA LOCATED IN THE TERRITORY OF THE  
REPUBLIC OF LITHUANIA, GAS PRESSURE REDUCTION AND METERING STATION Construction Works  
PERFORMANCE TERMS**

**1. The works for the construction of the Gas Pressure Reduction and Metering Station (hereinafter referred to as "the GPR&MS") shall be performed in accordance with the prepared Tender Contract Works Documentation – No 2015-08 (Annex D). The Tender Contract Works Documentation being provided in the original format, i.e. DWG, DOC, XLS, etc. is not final. The Supplier shall assume the entire risk to perform all the works and to provide related services necessary for the implementation of the solutions provided for in the Technical Design and Working Design. The Contracting Authority envisages the provision of the documents permitting construction in September 2016.**

**2. The Supplier shall be responsible for the supply, transportation, customs clearance, unloading and loading, storage, safekeeping, delivery to the construction site, etc. of all the equipment, valves, fittings, materials, and products necessary for the performance of the construction works.**

**3. The works must be performed in accordance with the prepared construction technical designs, which shall be provided by the Contracting Authority, and the Working Design, which shall be prepared in the course of the works by the Supplier or the sub-supplier selected by the Supplier, who holds a certificate for the design of main gas pipelines, as well as in accordance with the requirements of the legal acts of the Republic of Lithuania.**

**4. The Gas Pressure Reduction and Metering Station shall be located near the Lithuanian-Polish state border, at Išlandžiai Village, territory of Marijampolė Municipality.**

**5. All the equipment must be suitable for operation under pressure of 84 bars and be completed with counter flanges, gaskets, and galvanised fastening elements as well as with ground connections (one of the flange bolts must have a special split washer to ensure transient resistance). Such a bolt must be installed in a conspicuous side of the flange and be marked. The gas pipeline must be connected to the technological internal grounding circuit.**

**6. All the equipment must be legalised for use in the Republic of Lithuania or member states of the EU and comply with the normative legal act "the Main Gas Pipeline Installation Rules" approved by Order No 1-12 of the Minister of Energy of the Republic of Lithuania of 29 January 2014. The gas metering assembly and gas metering must be equipped according to the requirements of LST EN 1776 standard. It is necessary to provide certificates for the units, sensors, etc., hydraulic or pneumatic test reports, Ex-certificates for all the installed units, and operating and maintenance instructions for the units in the Lithuanian language. It is necessary to provide GPR&MS process diagrams, drawings of the electrical and mechanical part also on an electronic medium (CD). The facilities attributable to legal metrology must comply with the requirements of the Rules for the Legal Metrology Regulation of Measuring Facilities.**

**7. Technical requirements for the valves to be provided by the Supplier:**

The specification for valves: API Spec 6D. The valve sealing systems must comply with LST EN 14144-3. The function of the ball valve: shutting/opening; the function of the throttling valve: adjustment – throttling. The highest working temperature: +50 °C; the lowest working temperature: –20 °C for the underground part and –35 °C for the surface part. The valves must be of fire-safe design and tested according to API SPC 6FA. The design of the valve must ensure the tightness of the valve also in case when gas contains fine mechanical impurities, water, or condensate. The fastening ends must have fittings. The fittings must be cut according to the requirements of LST EN 10208-27.6.4.2. The length of the fitting must be not greater than 150 mm. All valves must have supports for installation. The housing of the valve (ball or throttling) must be fully welded of at most two parts. The valve housing must be made of killed steel. Carbon or lean alloy steel must be refined. Normalised steel must be used for the manufacturing of the housing.

- The protective layer for the surface cover – anti-corrosive painting according to the manufacturer's specification, RAL 1021.

• Technical requirements for the ball valves:

- the ball valves must have blow-down and moisture removal fittings and supplementary ball valves on those fittings;
  - the design of the valve must enable lubricant refilling without dismantling the valve;
  - The ball valve shut-off – the ball must be made of carbon steel; the ball surface must be covered with two layers of chrome. The lowest ball surface hardness by Vickers Scale must be HV 900.
  - The tightness of the ball valve must be of three stages:
    - the first stage – metal/metal;
    - The second stage – emergency tightness measure – lubricant. The ball valve must enable opening or closing without equalising pressures (atmospheric/working) upstream and downstream the valve. After closing (opening) the valve, the valve must remain tight. After the manufacturing of the valve, the closing (opening) test must be performed in the attendance of a representative of the Contracting Authority.
    - The third stage – soft sealant. The tightening system must compensate the forces occurring at the time of the rotation of the ball (e.g. soft sealant with a movable gasket, which must be installed so that to remain movable); the system must compensate the wear of the sealing o-ring of the second stage.
  - The valve tightness stages must be arranged as follows: the first stage – metal/metal; the second stage – emergency tightness measure – lubricant; the third stage – soft sealant.
  - The upper and lower connecting parts of the valve pole must have a sealant injection system ensuring the non-release of gas into the atmosphere and non-entry of water into the pole.
  - Technical requirements for the throttling valves:
    - The throttling valve shut-off – throttle must be covered with a high-hardness material, e.g. stellite. The valve seat o-rings must be made of stainless steel. The complete tightness of the throttle valve must be ensured by metal-to-metal contact without using any soft sealing o-rings. The throttle valve column must be tight against the entry of moisture into the control pole (waterproof version). The drive must be equipped with valve position indication, which must make it clear in which position the throttle valve is opened/closed;
    - the design of throttle valves must be suitable for gas pressure adjustment – throttling;
    - The throttle valve must comply with the requirements of EN 12266-1:2012; its maximum permissible seat leakage by each leakage speed, in cubic millimetres per second, must correspond to a speed not higher than B, i.e. for gas  $0.3 \times DN$ .
  - Requirements for the marking of valves:
    - Each valve must be attached with a stainless steel label indicating the following: (a) the name and mark of the manufacturer; (b) pressure class; (c) design pressure, bar; (d) testing pressure, bar; (e) valve steel name (class); (f) valve identification number.
8. The inlet and outlet pipelines shall be equipped with above-ground insulating sleeves.
  9. The sleeves shall be equipped with gas Ex-category arrestors protecting the facility against lightning or other electrical discharges. Control measuring columns shall be installed to control the parameters of the insulating sleeves.
  10. For limiting gas pressure and metering, a building shall be equipped, where all GPR&MS technological equipment must be fully installed. The doors of the building must be without thresholds, and the floor must have a formed slope to enable convenient taking heavy elements of technological equipment in or out on a trolley.
  11. The GPR&MS control and maintenance personnel building shall be installed near this building for technological equipment.
  12. To equip an access road to the GPR&MS and a parking space.
  13. To equip an enclosure of the GPR&MS territory, vehicle entrance gate, and pedestrian entrance gate.
  14. To equip a reserve power supply source with the required capacity.
  15. To equip the internal GPR&MS electricity network and its facilities.

16. To equip the lightning protection system and its grounding circuits.
17. To equip the protecting grounding circuit.
18. To equip the emergency and area illumination system.
19. To equip the GPR&MS process control and automation system.
20. To equip the GPR&MS telemetry system.
21. To equip the GPR&MS security and video surveillance alarm systems.
22. To equip the fire alarm system.
23. To equip the telecommunication system.
24. To perform all other works and provide related services associated with the equipping of the GPR&MS.

**25. The construction works of the GPR&MS part include the following:**

- 25.1. General construction works.
- 25.2. Construction site marking works and related services.
- 25.3. Ground works.
- 25.4. Timber and bush felling and processing at the construction site.
- 25.5. Technical Design preparation services.
- 25.6. The Supplier shall be responsible for the Working Designs of the separate parts of the Technical Design. The Supplier must ensure required capacities by engaging respective sub-suppliers meeting the required qualification.
- 25.7. The welding, control, and insulation works of welds.
- 25.8. The quality of welds made by the Supplier may not be checked by any laboratory subordinate to the Supplier, i.e. weld X-raying and examining may be performed by a laboratory which is not owned by the Supplier.
- 25.9. A weld may not be repaired more than twice in respect of defects detected. Such a weld must be cut out and re-welded. If the Contracting Authority finds that a weld was repaired more than twice, the team of welders who made that weld must be suspended from welding works for the whole gas pipeline construction period. The Supplier must ensure that the suspended welders do not continue welding works and engage other welders possessing the required qualification.
- 25.10. The insulation works shall be performed under a positive ambient temperature.
- 25.11. The insulation works shall be performed by specialists trained and certified for the performance of such works.
- 25.12. Testing and cleaning and drainage.
- 25.13. Environment management works.
- 25.14. The installation of electrical engineering networks and systems, electrical works and the provision of and payment for other services related to the purchase and sale of electricity and electricity transmission service. The Supplier shall be responsible for the coordination of the works selected by the electricity operator. (The Supplier shall conclude an agreement on the purchase and sale of electricity and electricity transmission service for those facilities of the Contracting Authority where the Supplier performs contract works and settles with electricity operators for provided services before the day of the signing of the Construction Completion Statement). The Contracting Authority shall sign agreements with electricity operators after the receipt of the Construction Completion Statement, when the constructed Facility has been transferred to the Contracting Authority.
- 25.15. The equipping of and payment for electronic communication engineering networks for data transmission from the GPR&MS to AB Amber Grid Dispatch Centre. The Supplier shall conclude an agreement on the equipping of electronic communication engineering networks with Teo LT, AB and settle with Teo LT, AB for the electronic communication engineering networks equipping services by the day of the signing of the Construction Completion Statement. The preliminary scopes of the electronic communication engineering networks equipping works are provided in Document 2015-08-01-BD.AR of the Tender Contract Works Documentation (Page 15, Section 11). According to preliminary information from Teo LT, AB, all costs of the equipping of the electronic communication engineering networks shall

be covered by the telecommunication service receiver. Therefore, the Supplier must pay 100% financing of the equipping of the electronic communication engineering networks. The Supplier shall be responsible for the timely equipping of the electronic communication engineering networks and coordination of the works of the suppliers selected by Teo LT, AB.

25.16. The installation of electromechanical protection facilities.

25.17. Only products certified in the EU shall be used for the installation of cathodic protection.

25.18. The installation and adjustment of the automation, alarms, video surveillance, telemetry, and telecommunications systems.

25.19. The installation of landscape protection facilities.

25.20. Taking the geodesic photographs of the GPR&MS (the as-built geodesic photographs shall be performed in the ordinary and digital versions, the latter of which must comply with the requirements of the geodesy and cartography technical requirements regulation GKTR 2.16.01:2002 – Applied gas GIS specification. First Issue *or equivalent*; the data of non-gas pipeline facilities shall be provided in a digital format in accordance with the InGIS Specification (Integrated Geoinformation System (InGIS) Geodata Specification. Edition II (the Ministry of Management Reforms and Municipality Affairs/Order/46/32/2000 04 25/Enters into effect from 2000 05 04/Valstybės žinios'2000 No 36-1019)) in the ESRI Personal Geodatabase or ESRI SHP format. If required, the Contracting Authority will provide the Supplier with database templates separately. The Supplier must provide the Contracting Authority with digital files, from which drawings shall be printed out.

25.21. The adjustment and/or creation of cadastral measurements cadastral data files with verification and property value determination. Cadastral data files shall be provided in the digital and printed forms, in duplicate.

25.22. Cooperation with the design organisation developing the Working Design and coordination and control of their work.

25.23. The Supplier must provide the Contracting Authority with the data sheets, quality and test certificates, and other important documentation of the installed facilities as well as instructions for the operation and maintenance of the equipment (the latter documents shall be in the Lithuanian language).

25.24. Other works and services associated with the procurement object and implementation of the projects, which are not provided for in the Technical Design and Working Design of the structure and which must be performed in order to complete construction, including but not limited to the following:

25.24.1. The development of the works technology design.

25.24.2. The services of the authorised institution for the inspection of the technical condition of equipment (e.g. VšĮ Technikos Priežiūros Tarnyba or others) for the purpose of evaluating the technical condition of the gas pipeline under construction and its facilities and providing conclusions on the suitability of the facilities for their commissioning;

25.24.3. The works which must be performed in order to complete construction and receive the Construction Completion Statement.

25.24.4. The provision and issue of all documents necessary for the performance of the construction works (including the Construction Log).

25.24.5. The organisation of the structure construction completion procedures and receipt of the Construction Works Completion Statement.

25.24.6. The Supplier must complete and batch all mandatory documents regarding the receipt of the Works Completion Statement, while the Contracting Authority shall only sign the prepared request.

25.24.7. To prepare and coordinate with the Contracting Authority the technical data sheets for the pipeline and pressure vessels of the main gas pipeline.

25.24.8. To perform all other works and provide all other services related to the procurement object, including the uploading of all necessary documents to Infostatyba information system.

25.24.9. To organise the work of the commissions and to promptly correct any found shortcomings.

25.24.10. The batching of construction documents (printed and digital versions thereof), including:

- \* Detailed operating instructions of the valves and electrochemical corrosion protection facilities of the part of the gas pipeline and other equipment in the Lithuanian language;
- \* Certificates and declarations of conformity of construction products in the Lithuanian language;
- \* Construction and as-built documentation (the as-built geodesic photographs of the gas pipeline shall be performed in the ordinary and digital versions, the latter of which must comply with the requirements of the geodesy and cartography technical requirements regulation GKTR 2.16.01:2002 – Applied gas GIS specification. First Issue), *or equivalent*. The data of non-gas pipeline facilities shall be provided in a digital format in accordance with the InGIS Specification (Integrated Geoinformation System (InGIS) Geodata Specification. Edition II (the Ministry of Management Reforms and Municipality Affairs/Order/46/32/2000 04 25/Enters into effect from 2000 05 04/Valstybės žinios'2000 No 36-1019)) in the ESRI Personal Geodatabase or ESRI SHP format. If required, the Contracting Authority will provide the Supplier with database templates separately. The Supplier must provide the Contracting Authority with digital files, from which drawings shall be printed out;
- \* Copies of the product manufacturers' production quality assurance ISO or equivalent certificates, copies of product quality certificates, Ex-certificates, detailed product descriptions, and technical characteristics.

25.24.11. The delivery of the residuals of construction pipes and materials to the places specified by the Contracting Authority. The Supplier must ensure the rational use of pipes during the construction. The Supplier must return the pipes non-used for the construction works to the Contracting Authority in a non-damaged, non-cut condition.

25.24.12. The familiarisation of the respective employees of the Contracting Authority with the new equipment and their training for the operation of the equipment.

25.24.13. Necessary translation/interpreting services. The Supplier shall undertake to ensure that all documents to be sent to the Contracting Authority are in the Lithuanian language and, in communication with representatives and employees of the Supplier, necessary translation/interpreting is ensured where required.

#### **Annex D: Tender Contract Works Documentation – No 2015-08-01**

**Note: If this Annex or other Contract Documents contain a reference to a specific standard, product, or manufacturer and do not contain a reference “or equivalent”, it shall be considered as containing a reference “or equivalent”.**





**TECHNICAL SPECIFICATIONS (Part 2)**  
**SECTION OF THE GAS INTERCONNECTION POLAND-LITHUANIA LOCATED IN THE TERRITORY OF THE  
REPUBLIC OF LITHUANIA, CONTRACT WORKS DOCUMENTATION**

*The documentation is provided by separate documents.*

