



## **AB „Amber Grid“**

### **PURCHASE “NATURAL GAS”**

#### **1. GENERAL PROVISIONS**

1.1. AB “Amber Grid”(hereinafter referred to as the Contracting Entity) intends to procure natural gas and invites candidates to take part in it ant to submit their tenders. The purchase shall be carried out in accordance with the principles of equality, non-discrimination, transparency, mutual recognition, proportionality, and the requirements of confidentiality and impartiality. The Contracting Entity seeks that during execution of the purchase contracts environment protection, social and labour law regulations set forth in national law of the European Union, collective agreements.

1.2. Proposals, questions or other should be provided via e-mail letter to l.kavalskiene@ambergrid.lt. Contracting entity does not disclose any person while sending e-mail letters (letters are being sent using BCC "blind carbon copy").

1.3. Contact person of the Contracting Entity – Laima Kavalskiene, tel. +370 685 22325, e-mail l.kavalskiene@ambergrid.lt;

1.4. The Contracting Entity is subject to the value added tax (hereinafter referred to as VAT).

1.5. All conditions of the purchase are provided for in the purchase documents consisting of the following:

1.5.1. conditions of the purchase (including all the annexes thereto);

1.5.2. explanations (clarifications) of the purchase documents, as well as replies to the questions of suppliers (if any);

1.5.3. Other information provided.

1.6. Participants of the purchase shall be responsible for a careful examination of all documents, including submitted documents and all issued supplements, for receipt of reliable information about all conditions and liabilities which may influence the tender amount or nature or delivery of the goods. If a participator of the purchase succeeds, no claims to change the tender price or any conditions substantiated by errors or omission of any kind will be accepted.

1.7. All documents submitted by Suppliers or their digital copies shall be accessible using non-discriminatory, universally accessible data file formats (for example, pdf, doc, etc.). It shall be considered that when submitting digital copies of corresponding documents and when signing the tender using a qualified electronic signature, the supplier certifies that the copies submitted are true and correct. The Contracting Entity shall preserve the right to request original documents.

## 2. OBJECT OF PURCHASE

2.1. Object of purchase – **natural gas** (hereinafter referred to as the ‘Goods’). Detailed description of the purchase object is provided in Annex No. 3 “Technical Specifications” to the present conditions.

## 3. QUALIFICATION REQUIREMENTS OF SUPPLIERS

3.1. The Supplier desiring to participate in the purchase must meet the following minimum qualification requirements:

No.	Qualification requirements	Documents proving compliance with qualification requirements
3.1.1.	During the past 3 years or during the period since the Supplier’s registration (if the Supplier has been in operation for less than 3 years), the Supplier has successfully completed at least 1 (one) or several, but no more than 3 (three) natural gas sale contracts of the total value of at least EUR 400 000 excluding VAT, or such contracts is still underway. Note: If the contracts is still underway, the value of the part completed by the Supplier shall be at least EUR 400 000 excluding VAT.	If the Contracting Entity requires, the following documents shall be submitted: a) a list of successfully completed contracts during the past 3 years or during the period since the Supplier’s registration (if the Supplier has been in operation for less than 3 years), specifying names and addresses of customers and a brief description, completion date and total value of each contract, or the completed part of the contract underway. b) as a proof, letters issued by the customers. The letters shall specify: value of contract, dates of signature and completion of the contract, brief description of the contract, and whether the contract was duly executed.
3.1.2.	The Supplier is entitled to engage in the activity required for the execution of the Contract.	If the Contracting Entity requires, a document certifying the Suppliers’ right to engage in the relevant activity (a natural gas supply licence issued by the National Energy Regulatory Council or the equivalent document) shall be submitted.

## 4. INVITATION TO SUBMIT TENDERS

6.1. Invitation for potential suppliers to submit Tenders will be sent on the same time by e-mail and will be published on website of Contracting Entity <https://www.ambergrid.lt/en/about-us/announcements>

## 5. EXPLANATIONS OF THE CONDITIONS

5.1. The supplier may submit an application that the Contracting Entity explains the purchase documents. The Contracting Entity shall reply to each written request of the supplier to explain the Conditions of the purchase Procedure received through email: [I.kavalskiene@ambergrid.lt](mailto:I.kavalskiene@ambergrid.lt),

5.2. Until the expiry of the period for submission of tenders, the Contracting Entity shall have the right to explain (specify) the Conditions of the Procedure on its own initiative. Such explanations (specifications) shall be announced by the Contracting Entity on the website <https://www.ambergrid.lt/en/about-us/announcements>

5.3. The Contracting Entity and the suppliers shall communicate in the Lithuanian or English language via email.

## **6. PREPARATION, SUBMISSION, ALTERATION OF TENDERS**

6.1. The supplier shall submit the tender only via email established in Article 1.2. The tenders submitted in paper or by means other than the ones specified by the Contracting Entity shall be rejected as not in compliance with the requirements established in the purchased documents and will not be evaluated.

6.2. By submitting a tender, the supplier agrees with the present and certifies that the information provided in the tender is correct and covers everything what is required for proper implementation of the purchase contract.

6.3. In the tender the supplier must provide prices and quantities of all goods specified in the description of the purchase, as well as the information requested in the tender form. A tender of the supplier shall be rejected if prices and quantities of not all goods specified in the purchase conditions are provided in the tender.

6.4. Prices in the tenders shall be expressed and calculated following the form given in Annex 2 to the Conditions of the purchase. In calculation of the total price, the total quantity and volumes, constituents of the price, requirements of the Technical Specifications, etc. shall be taken into account. The price of goods shall include all taxes and all costs incurred by the supplier. VAT shall be indicated separately. If prices in the tenders are expressed in a foreign currency, they shall be translated into euros 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 established and published by the Bank of Lithuania as at the last day of the deadline for submission of tenders.

6.5. The supplier shall prepare the tender according to the tender form given in Annex 2 to the Conditions of the purchase by attaching required documents and submitting required information.

6.6. If the proposed goods are not in compliance with indicated technical specifications, by any means acceptable to the Contracting Entity, the supplier may prove in his tender that the solutions proposed by him are adequate and in compliance with the requirements established in the technical specifications.

6.7. The tender bearing a supplier's signature must be submitted before the time specified in the invitation to submit tenders. Alongside with the tender a digital copy of the power of attorney or another document (e.g. job description) granting the right to sign supplier's tender shall be submitted (it shall be applicable when the tender is electronically signed not by the company manager, but by an authorised person).

6.8. The supplier's tender and other communications shall be submitted in the Lithuanian or English language. If corresponding documents are issued in other language than required, a translation into the required language certified by the supplier must be submitted.

6.9. Deadline of tenders submission is indicated in website of Contracting entity. <https://www.ambergrid.lt/en/about-us/announcements>. The Contracting Entity shall be entitled to extend the period for submission of tenders. In such case the Contracting Entity will notify through website.

## **7. ENCRYPTION OF TENDERS**

7.1. The supplier may encrypt a tender.

7.2. If the supplier encrypts the tender, he must provide a password using which the Contracting Entity will be able to decrypt the tender submitted by the supplier via email l.kavalskiene@ambergrid.lt within 15 minutes from the expiry of the period for submission of the tender.

7.3. If the supplier decides to submit an encrypted tender, he shall be obliged following:

7.3.1. to submit the encrypted tender (the whole tender or tender document containing the price of the tender must be encrypted) before the expiry of the period for submission of tenders;

7.3.2. to submit the password by e-mail letter to l.kavalskiene@ambergrid.lt using which the Contracting Entity will be able to decrypt the submitted tender before the opening of the tenders (15 minutes after the deadline of submission). In such case the supplier should be active and make sure that the submitted password has reached the addressee due time (e.g. by contacting the Contracting Entity by official telephone number and (or) by other means);

## **8. EXAMINATION AND EVALUATION OF TENDERS**

8.1. The procedure of examination and evaluation of the tenders submitted by the suppliers shall be conducted by the Commission and invited experts. The tenders shall be examined and evaluated in confidentiality, without participation of representatives of the suppliers who have submitted the tenders. The Commission shall examine whether the tenders are in compliance with the requirements, conditions and criteria.

8.2. The Contracting Entity may request the suppliers to update, supplement or clarify their tenders. If during evaluation of tenders the Contracting Entity identifies any errors in the price specified in the tender or in calculation of costs, the Contracting Entity shall be obliged to request the suppliers to correct the arithmetical errors noticed in the tender within the established deadline

8.3. Possible reasons of rejection of tenders:

8.3.1 if the tender does not contain the quantities or prices of all the goods, services or works specified in the conditions of purchase;

8.3.2. if the Supplier submitting a tender has not specified, supplemented, explained the missing information or provided the Supplier's power of attorney to sign the tender, or other documents;

8.3.3. if the supplier has concealed any information or has submitted false information about compliance with the established requirements which may be proven by the Contracting Entity by any legal means;

8.3.4. if supplier does not meet qualification criteria;

8.3.5. if proposed price by the supplier is not acceptable;

8.3.6. If other grounds for rejection of the Supplier's tender provided in these conditions have been established.

## **9. DECISION ON THE SUCCESSFUL TENDER AND CONTRACT CONCLUSION**

9.1. The Tenders submitted by the Suppliers shall be considered and evaluated by the Commission and by the invited experts. The Tenders shall be considered and evaluated confidentially, without participation of representatives of the Suppliers who have submitted the Tenders. The Commission shall consider whether:

9.1.1. The Tender complies with the requirements and the Conditions laid down in the Terms of purchase.

9.2. The most cost-effective Tender of the same part of the purchase object shall be determined based on the lowest price excluding VAT per one MWh.

9.3. The Contracting Entity shall evaluate the Tenders of the same part of the purchase object submitted and shall rank the Tenders (except when only one Tender has been received). The Tenders shall be ranked in the ascending order of price.

9.4. If a number of the Tenders rate is the same, the Supplier whose Tender was submitted earliest via email shall be ranked at a higher position in the ranking.

9.5. The Contracting Entity shall recognise the most cost effective Tender as the Winning Tender if all the following conditions are met:

9.5.1. The Tender meets the conditions, requirements and criteria set out in the Contract Documents;

9.5.2. The Supplier complies with qualifications requirements;

9.5.3. The Supplier has updated, supplemented and explained information within the time limit set by the Contracting Entity.

9.6. The decision on the award of the Contract shall be notified to all the candidates and participants concerned immediately, specifying the ranking, the Winning Tender. In the event of a decision not to award the Contract (and to commence the purchase procedure anew), the said notification shall specify the grounds for adopting such a decision.

9.7. The Supplier whose Tender has been recognised as the Winning Tender shall be invited in writing to conclude the Contract,

9.8. If the Supplier who has been offered to conclude the Contract refuses in writing to conclude it, or fails to submit the Performance Security required under the Contract Documents, or fails to sign the Contract within the set time-limit, or refuses to conclude the Contract according to the terms and conditions specified in the Contract Documents, it shall be deemed that the Supplier has renounced the Contract. In such a case the Contracting Entity shall offer to conclude the Contract to the Supplier whose Tender in the approved ranking of tenders comes first after the Tender of the Supplier who has renounced the Contract.

9.9. In concluding the Contract, the price and other conditions agreed with the Winning Supplier and the conditions established in the Contract Documents shall not be changed. If, according to the tax laws and regulations, the Contracting Entity has to pay VAT on the purchase Object to the state budget, the tax included in the Tender Price or costs shall be deducted at conclusion of the Contract.

9.10. The Contracting Entity may, at any time prior to the conclusion of the Contract, terminate the purchase procedure on its own initiative due to unforeseen circumstances.

## **10. CONDITIONS OF THE PURCHASE CONTRACT**

10.1. The purchase contract being concluded shall be in compliance with the tender of the successful tenderer and the present Conditions.

10.2. The draft purchase contract is provided in Annex No. 1 to the Conditions.

## **11. ANNEXES**

Annex No. 1. Draft Contract;

Annex No. 2. Tender Form;

Annex No. 3. Technical Specifications;

**NATURAL GAS SALE AND PURCHASE CONTRACT NO.**

2021.....

Vilnius

Amber Grid AB (hereinafter – the *Buyer*) represented by ....., on the one part, and ..... (hereinafter – the *Seller*) represented by ..... acting in accordance with authorizations, on the other part, hereinafter collectively referred to as the Parties and each individually – as the Party, have entered into this contract for the sale and purchase of natural gas (hereinafter – the Contract) in accordance with the minutes of the meeting of the Procurement Commission No ..... of ....., the approved Conditions of a Contract Notice , and the conditions set out in the Tender.

**I. TERMS AND DEFINITIONS USED IN THE CONTRACT**

1. *Natural Gas* means a hydrocarbon gas mixture extracted from the interior of the earth, which is in a gaseous state under normalized conditions and which can be supplied to a natural gas system or transported therein.

2. *Natural Gas Delivery Day* means a period during which natural gas is actually supplied and used, starting at 7.00 a. m. of a day and ending at 7.00 a. m. next day.

3. *Year* means a period starting at 7.00 a. m. on 1 January of a year and ending at 7.00 a. m. on 1 January next year.

4. *Month* means a period from 7.00 a. m. on the first date of the reporting month until 7.00 a. m. on the first date of the month following the reporting month.

5. *Reporting Period* means a period from the first calendar day until the last calendar day of a month. Each reporting period shall start at 7.00 a. m. on the first day of the reporting month and end at 7.00 a. m. on the first day of next reporting month.

6. *ACER* means the Agency for the Cooperation of Energy Regulators established by Regulation of the European Parliament and of the Council (EC) No 713/2009 of 13 July 2009.

7. *Implementing Regulation* means Commission Regulation (EU) No 1348/2014 of 17 December 2014 on data reporting implementing Article 8(2) and Article 8(6) of REMIT.

8. *REMIT* means Regulation of the European Parliament and of the Council (EU) No 1227/2011 of 25 October 2011 on wholesale energy market integrity and transparency.

9. *Technical Consumption Capability* means the maximum amount of energy (gas) used by the Buyer with the Buyer's installations operating at their maximum capacity throughout the period (year). The Technical Consumption Capability includes the technical consumption capabilities of all the installations held by the Buyer as an independent economic entity.

10. *Customer Data* means any and all data, information and documents related to the Buyer that fall within the scope of application of REMIT and the Implementing Regulation, are to be submitted to ACER and/or must be received by the Seller and/or disclosed by the Buyer under this Contract and in relation to execution thereof.

11. *Customer Trading Data* means any data and information on the Buyer as laid down in REMIT and the Implementing Regulation.

## II. SUBJECT OF THE CONTRACT

12. The *Seller* shall sell (hereinafter – supply) and the *Buyer* shall buy natural gas (hereinafter - Gas) as per conditions, amounts and time schedule stipulated by the Contract, and shall pay for the Gas in accordance with the price and procedure as stipulated by the Contract.

## III. PLACE OF GAS ACCEPTANCE (TRADING) AND GAS SUPPLY PERIOD

13. The place of gas acceptance (gas trading) shall be a virtual trading point in the Lithuanian natural gas transmission system.

14. Gas shall be supplied to the *Buyer* under the Contract in the period from 7 a. m. on 1 January 2022 until 7.00 a. m. on 1 May 2022.

## IV. GAS SUPPLY AMOUNTS AND DEADLINES

15. The amount of gas to be supplied to the *Buyer* in the period from 7 a. m. on 1 January 2022 until 7.00 a. m. on 1 May 2022 shall be the following: the maximum amount of gas to be bought shall be 30 000 MWh (hereinafter – the maximum gas amount), and the minimum amount of gas to be bought shall be 4 000 MWh (hereinafter – the minimum gas amount).

## V. CONDITIONS OF GAS SUPPLY

16. The *Buyer* shall submit to the *Seller*, by 3.00 p. m. on the 24<sup>th</sup> day of the current month, a gas supply schedule for daily gas amounts to be supplied next month. The *Seller* shall inform the *Buyer*, by 3 p. m. on the 25<sup>th</sup> day of the current month, about the approval of the gas supply schedule or the need for adjustments thereto.

Where the 24<sup>th</sup> or the 25<sup>th</sup> day of the current month is a non-working day or a public holiday, the gas supply schedule for the next month shall be submitted by 3 p. m. on the last working day of the current month preceding the 24<sup>th</sup> day of that month, while the deadline for its approval shall be 3 p. m. on the last working day of the current month preceding the 25<sup>th</sup> day.

17. The *Buyer* shall be entitled to update the daily gas amount to be supplied on the next day by 3.00 p. m. on a working day preceding the gas delivery day. The *Seller* shall notify the *Buyer* of the approval of the revised order or adjustments thereto by 4.00 p. m. on the same working day.

Where the gas delivery day is a non-working day or a public holiday, the *Buyer* may update the daily gas amount to be supplied on the non-working day, public holiday and/or the first working day thereafter by 3.00 p. m. on the last working day preceding the non-working day/public holiday, while the deadline for its approval or adjustments thereto shall be 4.00 on the same day.

18. The *Buyer* shall submit to the *Seller*, no later than by 3.00 p. m. on each working day, an updated gas supply schedule for the past gas delivery day. The *Seller* shall inform the *Buyer*, no later than by 4.00 p. m. on the same working day, about the approval of the updated schedule for the past gas delivery day or the need for adjustments thereto. Should the *Buyer* fail to submit the updated gas supply schedule for the past gas delivery day in due time, the last approved gas supply schedule shall remain in force for the *Buyer*.

Where the gas delivery day is a non-working day or a public holiday, the *Buyer* may update the gas supply schedule for a non-working day/days or public holiday/holidays by 3.00 p. m. on the first working day after the non-working day/public holiday, while the deadline for its approval or

adjustments thereto shall be 4.00 on the same day on the first working day after the non-working day/public holiday.

19. The Buyer shall have the right to adjust the gas supply schedule of the past reporting period by days, within five working days after the end of the reporting period.

20. The Parties hereby appoint their representatives responsible for the performance of the Contract, who shall not be entitled to amend and/or supplement Contract conditions:

Representative appointed by the Buyer (name, surname, telephone, other contact details):	
Representative appointed by the Seller (name, surname, telephone, other contact details):	

The Parties shall have the right to amend the Contract in the part listing representatives responsible for the performance of the Contract, informing each other of the replacement of representatives in writing in advance.

## VI. GAS PRICE

21. The following shall be the formula for calculating the natural gas price: ..... (the formula indicated in the tender of the Supplier and fixed values according to Annex 2 to the Conditions of purchase Procedure). This Contract is variable rate contract. The Contracting Entity is under no obligation to purchase the specified quantity. Purchases will be made on demand and will be settled on the quantity of goods actually delivered and the price correctly calculated. The Parties hereby agree that VAT shall be calculated according to VAT rates valid at the time of issuing VAT invoices.

## VII. INVOICES AND TERMS OF PAYMENT

22. The Buyer shall notify the Seller of the amount of gas supplied by the Seller to be bought in the reporting period by submitting to the Seller a statement drawn up in accordance with clauses 45 – 46 hereof.

23. Pursuant to the statement submitted by the Buyer, the Seller shall issue to the Buyer a VAT invoice by the 5<sup>th</sup> working day of following month, drafted on the basis of the above statement, for the gas supplied in the reporting period. The Parties hereby agree that VAT shall be calculated according to VAT rates valid at the time of issuing VAT invoices.

24. The Seller shall state in the VAT invoice issued to the Buyer the amount of gas (in megawatt hours (MWh) supplied in the reporting month.

25. Invoice is provided electronically only. An electronic invoice conforming to the European standard for electronic invoicing shall be provided by the means chosen by the Contractor. An electronic invoice that does not comply with the European Standard for Electronic Invoicing may only be submitted using the information system "E. account ". The date of issue of a VAT invoice shall be the date of its generation in the information system.

26. The Buyer shall pay for the gas supplied in the reporting period by the 15<sup>th</sup> calendar day of the following month against a VAT invoice issued by the Seller, provided that the invoice was received at the time specified in clauses 23 – 25 hereof.



27. Should a charge (fine) be payable at the end of the reporting year under clauses 49 – 50 of the Contract, the invoice for such charge (fine) shall be issued and submitted to the other Party within 10 days after the end of the first month following the end of the reporting year. Payment against the invoice shall be made no later than within 7 calendar days from the date of issue of the invoice. Should the Party fail to pay the invoice specified herein in due time, the other Party may claim late interest on the outstanding amount.

28. Any payments under the Contract shall be made in euro to bank accounts specified by the Parties. The Party may also make payments in another currency subject to a written consent of the other Party.

29. Should the *Buyer* fail to pay for the supplied gas within the deadlines provided for herein, *it may be charged* late interest. The amount of late interest shall be calculated on a monthly basis. The calculated amount of late interest shall be specified, together with other data, in the invoice issued and submitted for other reporting periods under clauses 22 – 25 hereof. Payment against the invoice shall be made in accordance with the procedure laid down in clause 27 hereof. If the *Buyer* has not been issued and presented with an invoice in the reporting period, the accrued late interest amount shall be presented to the *Buyer* in writing along with a late interest calculation report.

30. Where the last day of the payment term is a non-working day or a public holiday, the payment deadline shall be the first working day after a holiday.

31. Any payment under the Contract shall be considered made on the date when the funds have been credited to the recipient's bank account. All payments made by the *Buyer* for the gas supplied shall be credited in the order of priority set in the Civil Code of the Republic of Lithuania, irrespective of what has been specified in the *Buyer's* payment documents: firstly, late interest; secondly, debt for the gas consumed in the past reporting period; and thirdly, current payments for the gas consumed.

## VIII. OBLIGATIONS OF THE PARTIES

32. The *Seller* shall:

32.1. supply gas in accordance with the conditions and procedure provided for herein;

32.2. notify any emergencies to the *Buyer* immediately and take action to minimize restrictions on gas supply;

32.3. ensure that it comply with the qualification established in the Conditions of purchase and/or legal acts of the Republic of Lithuania and have the right to supply gas throughout the entire validity period of the Contract, regardless of whether or not the *Seller's* qualification for the right to engage in respective activities was checked in the course of the purchase procedure, or was checked to a certain extent only;

32.4. To ensure that the Contract meets applicable requirements of the Law on Protection of Objects of Importance to National Security of the Republic of Lithuania throughout the validity period of the Contract;

32.5. To comply with other obligations assumed hereunder.

33. The *Buyer* shall:

33.1. pay for the gas supplied that meets the conditions of the Contract in a timely manner, in accordance with the procedure and deadlines provided for herein;

33.2. comply with the mode of consumption of natural gas set out in the gas supply schedule;

- 33.3. immediately notify the *Seller* of any accidents or emergencies;
- 33.4. follow other obligations assumed hereunder.

**IX. PROVISIONS ON THE IMPLEMENTATION OF REMIT**

34. By check-marking this clause, the *Buyer*, acting in accordance with Article 3(2) of the Implementing Regulation, informs and confirms that the *Buyer's* Technical Consumption Capability as defined in clause 9 above is:

- equal to or higher than 600 000 MWh per year (to be check-marked with an X).

35. Where the *Buyer* has check-marked its Technical Consumption Capability with an X in clause 34 hereof and/or concluded the Contract with the aim to resell gas, it shall specify the following data:

ACER registration code	
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36. The *Buyer* hereby confirms that the Technical Consumption Capability specified in clause 34 is true and shall be accepted as such by the *Seller*. In addition, the *Buyer* hereby represents and guarantees that where the *Buyer* has not check-marked X in the said clause, its Technical Consumption Capability is lower than 600 000 MWh per year, and the *Buyer* shall assume liability for any negative consequences that can arise for the *Buyer* and/or the *Seller* (including but not limited to a fine imposed on the *Seller* by the Commission) from the incorrect and/or fraudulent indication of the Technical Consumption Capability or other information. In any case, the *Buyer* shall immediately inform the *Seller* in writing if, in the course of the validity of the Contract, the Technical Consumption Capability of the customer becomes higher or lower than 600 000 MWh per year.

37. Having regard to the Technical Consumption Capability indicated by the *Buyer* and the relationship between the Parties, the Parties understand the obligations arising from REMIT and the Implementing Regulation and agree to fulfil them to the extent to which the Parties relations under the Contract and its execution fall within the scope of application of REMIT and the Implementing Regulation.

38. The *Seller* shall not provide the *Buyer's* trading data (information on the Contract and/or orders) and/or main data of the *Buyer* to ACER on behalf of the *Buyer*, unless the Parties conclude an additional written agreement thereon at a separate proposal of the *Seller*, where *Seller* is capable thereof. The *Buyer* shall be responsible and obligated to provide the *Buyer's* details and trading data (on the Contract and/or orders) to ACER either directly or through third parties.

39. The *Buyer* shall be registered as a market participant according Article 9 of REMIT and shall submit to the *Seller* the unique market participant identification code (ACER code) specified in clause 35 hereof in accordance with Article 10(2) of the Implementing Regulation.

40. The *Buyer* shall be responsible for:

40.1. registration with the relevant registers and regulatory authorities (including national regulatory authorities and ACER) in order to obtain the ACER registration code, which identifies the *Buyer* as a market participant, and for informing the *Seller* about the ACER registration code assigned to the *Buyer*.

40.2. Making any and all updates and/or corrections in the relevant registers and/or regulatory authorities in relation to changes in any information after the assignment of the ACER registration code to the *Buyer* and for informing the supplier about the action taken.

40.3. Due (timely and according to all applicable requirements) provision of the Seller with any data, information and documents (which can be reasonably requested by and which are not available to the *Seller*) required for the *Seller* to be able to properly fulfil the *Seller's* obligations arising from REMIT and the Implementing Regulation and to transfer the *Buyer's* data to ACER.

41. Should ACER or a national regulatory authority request additional information related to the provision of data under REMIT, the Parties shall cooperate and provide one another with any assistance reasonably requested, including any information that is not available to the Party but is available to the other Party. In all cases, where the *Buyer* submits to ACER or the national regulatory authority information related to the *Seller* (including but not limited to information on contracts for the resale of gas bought from the *Seller* as stated in Implementing Regulation), the *Buyer* shall notify the *Seller* thereof in writing. The *Buyer* shall cooperate with the *Seller* for the purposes of the fulfilment of the *Seller's* obligations under REMIT and the Implementing Regulation and for due provision of the *Buyer's* data to ACER.

## **X. GAS METERING**

42. Kilowatt hour (kWh) shall be used as a unit of measure of gas.

43. The amount of gas shall be measured in kilowatt hours under standard conditions (pressure 1.01325 bar and temperature 0°C).

44. The amount of gas bought by the *Buyer* from the *Seller* during the reporting period shall be the amount of gas supplied to the *Buyer* during this period in accordance with the requirements of this Contract.

45. The amount of gas bought by the *Buyer* during the reporting period shall be reconciled by the Parties no later than on the fifth working day after the end of the reporting period. The *Buyer* shall submit a statement on the amount of gas bought in the reporting period no later than on the fifth working day after the end of the reporting period.

46. The statement shall be submitted by facsimile (e-mail) or by another method acceptable to the Parties.

47. In the statement the *Buyer* shall specify the amount of gas bought from the *Seller* in the reporting period, expressed in kilowatt hours.

## **XI. LIABILITY OF THE PARTIES**

48. Should the *Buyer* fail to pay for the supplied gas within the time limit stipulated in the Contract, the *Buyer* shall pay to the *Seller* late interest of 0.03 % of the outstanding amount for each day of delay. Should the *Seller* fail to supply gas within the time limit stipulated in the Contract, the *Seller* shall pay to the *Buyer* late interest of 0.03 % of the value of the gas not supplied, for each day of delay, till the day of fulfilment of the obligation. Should the *Seller* fail to supply gas to the *Buyer* within the time limit stipulated in the Contract, the *Seller* shall pay to the *Buyer* the difference between the price of gas having formed if the *Buyer* purchased gas from another supplier and/or at the exchange, at a price higher than it could have purchased gas from the *Seller*, during the period of time when the *Seller* did not supply gas to the *Buyer* in breach of the deadlines established in the Contract – this provisions shall apply to the extent the respective losses of the *Seller* are not covered

by penalties calculated in accordance with the procedure laid down in this clause and paid by the Seller to the *Buyer*. Should the *Seller* fail to supply gas within the time limit stipulated in the Contract, the minimum amount of the purchased gas specified in clause 15 hereof shall be reduced respectively.

49. Having supplied less gas than the maximum gas amount specified in clause 15 hereof (in presence of the *Buyer's* need for the maximum gas amount) and/or the estimated gas amount specified in the *Buyer's* statement, the *Seller* shall pay, at the *Buyer's* request, a commitment fee for the gas amount, which it committed but failed to supply.

50. Should the *Buyer* purchase gas amount lower than the minimum gas amount specified in clause 15 hereof, the *Buyer* shall pay, at the *Seller's* request, a commitment fee for the gas amount, which it committed but failed to buy.

51. The commitment fee specified in clauses 49 and 50 hereof shall be calculated by multiplying the average weighted gas price (obtained by dividing the amount (in euro) calculated for the *Buyer* for the gas bought in the period referred to in clause 14 hereof by the amount of gas bought (in kWh)) and multiplying by the amount of gas committed to supply but not supplied / committed to buy but not bought in the period referred to in clause 14 hereof.

52. The *Buyer* shall have the right to withhold the payment for the gas supplied, if the Seller has done material damage to the *Buyer* and failed to reimburse it, or otherwise breached the Contract conditions and failed to rectify the violations.

53. When making payments, the sum of the calculated penalties (fines and late interest) shall be reduced by the amount payable to the *Seller* specified in the VAT invoice issued by the *Seller*. The *Buyer* shall also have the right to credit all and any sums payable by the *Seller* to the *Buyer* against the amounts payable to the *Seller*, including compensations of losses and other amounts payable under the Contract, and to reduce the *Buyer's* amounts payable to the *Seller* in that amount.

54. In the case of unilateral termination of the Contract due to a material breach of the Contract by the *Seller* or any circumstances falling within the responsibility of the *Seller*, the *Seller* shall pay, at the *Buyer's* request, a fine of EUR 30 000 and shall indemnify the *Buyer* for any other losses not covered by the fine. The Parties agree that the fine specified herein shall be the *Buyer's* liquidated damages due to termination of the Contract.

## **XII. RESTRICTION AND TERMINATION OF GAS SUPPLY**

55. The *Seller* shall have the right to restrict or terminate the supply of gas:

55.1. having warned the *Buyer* thereof in writing no later than 10 days beforehand, if the *Buyer* is late to pay for gas supplied within the time limit stipulated in the Contract for more than 30 days. The Seller shall send a warning to the address last provided by the *Buyer* by one of the following methods: by post, by courier, via e-mail, facsimile or another method agreed by the Parties;

55.2. in the case of an accident or an emergency;

55.3. where the supply of gas to the territory of the Republic of Lithuania has been terminated or restricted, and the *Seller* has no sufficient gas reserves;

55.4. in other cases prescribed by law.

56. Having terminated or restricted gas supply due to the *Buyer's* debts, the supply of gas shall be renewed only after the *Buyer* has covered all its debts.

57. Having received the *Seller's* notice of an accident or an emergency, the *Buyer* shall immediately start fulfilling the *Seller's* instructions.

### XIII. FORCE MAJEURE

58. The Party shall be released from liability for a failure to execute the Contract, if it proves that the failure has resulted from circumstances beyond the Party's control, which it could not reasonably foresee at the time of entering into the Contract and which (or consequences of which) it could not prevent (force majeure). Unavailability of requisite financial resources to the Party or a breach of obligations by the Party's counterparties shall not be deemed to be force majeure.

59. The Party having learnt about the occurrence of force majeure shall immediately notify the other Party thereof by facsimile, to be followed by a written notice. The Party having failed to notify the other Party of force majeure shall forfeit the right to rely on it as grounds for the release from liability for a failure to execute the Contract. The Party shall also inform the other Party when the grounds for non-fulfilment of contractual obligations cease to exist.

60. In presence of force majeure, the Party shall be released from the duty to fulfil its contractual obligations for the entire period of existence of force majeure, but for no longer than 30 days.

61. Should the grounds for non-fulfilment of contractual obligations (force majeure) persist for more than 30 (thirty) days, each Party shall be entitled to terminate or suspend the Contract by giving the other Party a 3 (three) days' notice.

Termination of the Contract shall not prevent the Parties from claiming compensation of losses incurred prior to the occurrence of force majeure having formed for non-performance of the Contract as well as penalties.

62. After force majeure cease to exist, the Parties shall immediately fulfil their contractual obligations, the fulfilment of which had been prevented by force majeure, unless the Parties have agreed otherwise.

### XIV. SETTLEMENT OF DISPUTES

63. The Parties shall settle the emerged disagreements and disputes by mutual agreement. In case of a failure to reach an agreement, disputes shall be settled in accordance with the procedure prescribed by laws of the Republic of Lithuania in courts of the Republic of Lithuania. The conclusion, validity, interpretation, execution of the Contract and consequences of default shall be subject to the law of the Republic of Lithuania.

### XV. CONTRACT TERMINATION CONDITIONS

64. The Contract may be terminated at the agreement of the Parties.

65. The Party may terminate the Contract unilaterally having warned the other Party about the termination of the Contract 10 days beforehand, if the other Party defaults on or inappropriately performs the Contract, which constitutes a material breach thereof.

66. The Seller shall be considered to have committed a **material breach of the Contract**, if (without limitation to):

66.1. The Buyer has reasonable grounds to believe that the Seller will not be able to deliver gas at the time set in the Contract due to a failure to comply with deadlines for the supply of gas (final and/or interim, if set);

66.2. Gas has been supplied in breach of the deadlines specified in the schedule referred to in Section V of the Contract, and the Seller has been warned about this breach in writing;

66.3. The Seller has lost the right to engage in the activities necessary for the performance of the Contract.

66.3.1. Where it turns out that the Contract with the Seller does not comply with national security interests, and such non-compliance cannot be remedied without prejudice to the Contract and requirements of legal acts governing it.

66.4. The Seller has breached its other obligations, and the corresponding breach has clearly been identified in other provisions of the Contract as a Seller's material breach of the Contract;

66.5. The Seller has committed another material breach of its obligations under the Contract, which makes further performance of the Contract meaningless or impossible.

67. The Buyer shall have the right to unilaterally terminate the Contract without referring to court or another dispute settlement institution having informed the Seller thereof in writing at any time, without granting no additional deadlines for the Seller to eliminate the consequences forming the basis for termination of the Contract, in presence of at least one of the below-listed grounds:

67.1. the Seller has become insolvent;

67.2. insolvency proceedings have been instituted against the Seller or the Seller's bankruptcy process in out of court procedure has been launched;

67.3. restructuring proceedings have been instituted against the Seller;

67.4. a decision has been made to liquidate the Seller (both voluntarily and in a forced procedure);

67.5. the Seller acknowledges in writing to the Buyer and / or other persons, or otherwise announces (i) its inability to cover its existing debts or to make future payments, or (ii) insolvency of the Buyer;

67.6. the circumstances that allow the Buyer to reasonably believe that the Seller will default on the obligations provided for in the Contract (the way the Seller has defaulted on its financial obligations to credit institutions, and / or some competent authorities have applied in respect of the Seller respective sanctions depriving or substantially restricting the Seller's rights related to the performance of the Contract).

68. The Buyer shall also have the right to unilaterally terminate the Contract having warned the Seller thereof at least 30 calendar days in advance as described in Civil Code of the Republic of Lithuania.

69. The Buyer shall be considered to have committed a material breach of the Contract, if (without limitation), it has been late to make payments for gas to the Buyer that are due in accordance with the Contract for more than 30 days.

70. If the Buyer has become insolvent, gone bankrupt, or bankruptcy proceedings have been instituted in its respect, during the term of validity of the Contract, the Seller may terminate this Contract having warned the Buyer thereof in writing 15 (fifteen) calendar days in advance, and request the Buyer to compensate the losses suffered as a result thereof.

71. The termination of the Contract shall relieve both Parties from the performance of the Contract, but shall not waive their right to claim compensation of losses caused by a default on the Contract, and penalties. In case of termination of the Contract, the Parties shall pay any debts having formed before its termination.

## **XVI. AMENDMENTS AND SUPPLEMENTS TO THE CONTRACT. VALIDITY OF THE CONTRACT**

72. Any amendments and supplements to the Contract (including annexes thereto) shall be valid if concluded in writing and signed by both Parties.

73. The Contract may be terminated in accordance with the procedure and conditions laid down in Civil Code of the Republic of Lithuania.

74. The Contract shall take effect from the day of its signing and shall take effect from the moment of signing the Contract and remain valid till 7.00 a. m. on 1 May 2022, and with respect to financial and other obligations assumed under the Contract, it shall remain valid till the complete fulfilment thereof.

## **XVII. FINAL PROVISIONS**

75. Any matters not governed by the Contract shall be resolved in accordance with the Law on Natural Gas of the Republic of Lithuania and other legal acts governing the Lithuanian natural gas sector.

76. The Parties hereby agree that, the *Seller* may be replaced by a new Party to the Contract in accordance with the procedure established by legal acts following the change in the legal status of the *Seller* (the original Party to the Contract) and / or by separating a part of its functions and assigning it to a third party, if all the rights and duties of the *Seller* arising out of the Contract go over to a new party to the Contract and if such replacement of the *Seller* (the original Party to the Contract) does not lead to any other substantive changes to the Contract, also if the *Buyer* consents to such a replacement of the Party to the Contract. The *Seller* shall notify the *Buyer* about the planned assignment of rights and duties no later than 30 (thirty) days in advance and submit documents substantiating the professional qualification and/ or the right to engage in respective activities of the successor (new party to the Contract) along with the said notification. The successor to the rights and duties of the *Seller* (the new Party to the Contract) shall have the professional qualification not less than that of the *Seller* with whom the Contract was concluded, evaluating it according to the criteria established in the Conditions of Procurement (if the respective requirements have been set). Having received the *Seller's* notification together with all necessary documents, the *Buyer* shall assesses the content of the submitted documents no later than within ten (10) working days and shall approve or refuse to approve the *Seller's* replacement with the new Party to the Contract in writing. An agreement to replace the Party shall be recorded in accordance with the procedure laid down in clause 77 hereof.

77. The Parties shall notify each other, immediately but not later than within 3 working days, about any change in their legal status, name, address or other details and about any circumstances posing a threat to due fulfilment of the Parties' obligations under the Contract. In the absence of such a notification, all documents and notices in the performance of the Contract shall be sent (or delivered) to the last known address of the Party and shall be considered duly served.

78. All data and information transferred by the *Buyer* to the *Seller* in the performance of the Contract, also data and information created by works of the *Seller* carried out on the basis of this Contract shall be confidential (hereinafter - confidential information). The *Seller*, its employees, agents and consultants shall keep confidential information secret and not disclose the entire confidential information or any part thereof to any third parties without a prior written consent of the *Buyer* in any form and manner, except for cases of mandatory provision of information provided for by laws of the Republic of Lithuania. The *Seller*, its employees, agents and consultants shall not

use confidential information in any way that may cause damage / loss to the *Buyer*. The *Seller* shall comply with the obligation stipulated in this clause for 10 years starting from the day of complete fulfilment of the Contract.

79. The Parties hereby declare that they have read the Contract, understood its content and consequences, and signed it as a document expressing their true will and purposes.

80. The Contract has been concluded in two copies of equal legal force, with one going to the Seller and one – to the Buyer.

81. The Parties hereby agree and confirm that they shall communicate in the Lithuanian language in the performance of the Contract. The *Seller* shall ensure that all documents sent to the *Buyer* are in Lithuanian, and that the necessary translations are provided in the communication with the *Seller's* representatives and employees, if necessary.

82. The Contract has been concluded in two copies in Lithuanian and English (in English, if necessary) and shall be stored by the Parties having signed it. If the Contract is concluded in Lithuanian and English, the English version thereof shall be drafted according to the Lithuanian version. If the Lithuanian and English versions do not match, the text in Lithuanian shall prevail.

#### **XVIII. ANNEXES TO THE CONTRACT**

83. Annex 1. Technical Specification.  
Annex 2. Conditions of Procurement, adjustments and explanations thereof.  
Annex 3. Tender, adjustments and explanations thereof.

84. Addresses and details of legal persons having concluded the Contract:

**Buyer**

**Amber Grid AB**

Laisvės pr. 10, LT-04215 Vilnius

Tel. +370 5 236 0855, fax. +370 5 236 0850

E-mail: [info@ambergrid.lt](mailto:info@ambergrid.lt), [www.ambergrid.lt](http://www.ambergrid.lt)

Company code: 303090867

VAT reg. No.: LT100007844014

Account No. LT71 7044 0600 0790 5696

AB SEB bank

**Seller**



**TENDER  
FOR PURCHASE OF NATURAL GAS**

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

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

<b>Supplier's name, company and VAT number (hereinafter – the Supplier)</b>	
<b>Supplier's address</b>	
<b>Position held by the person in charge for the tender, full name of the person</b>	
<b>Telephone number</b>	
<b>Fax number</b>	
<b>E-mail address</b>	

1. With the present tender we declare that we agree with all terms and conditions of the purchase.
2. Taking into account the requirements laid down in the Conditions, hereby we submit our tender where we provide technical information and data about our readiness to perform the intended purchase contract, prices of goods and other information provided in the Conditions.

3. We offer the following goods:

Description of goods	Maximum quantity	Minimum quantity
Natural gas	30 000 MWh	4 000 MWh

4. Place of delivery of natural gas: a virtual trading point within the Lithuanian natural gas transmission system.

5. Terms of payment: the Contracting Authority shall pay for the goods supplied on 1-30 (31) dates of the reporting period (month) by the 15th calendar date of next month against a tax invoice issued by the Supplier. The Supplier shall issue a tax invoice for the goods supplied by the 5th working day of next month.

6. Period of delivery of the natural gas purchased: from 1 January 2022 to 1 May 2022

7. The prices are quoted in the following table:

Description of goods	Maximum quantity for the year	Unit of measure	Unit price calculated from the formula, EUR excl. VAT* **	Amount, EUR excl. VAT
Natural gas from 1 January 2022 to 1 May 2022	30 000	MWh		

**Total Tender Price excluded VAT: EUR** \_\_\_\_\_  
*(in figures and in words)*

\* The gas price is calculated from the formula specified in this tender and the estimated values of variables in the gas price calculations formulas on **07-12-2021**. The calculation is based on the supply of natural gas purchased over the period on a smooth schedule.

The Supplier shall also indicate the values of the variables used for the calculation of the gas price and provide the sources of data on the predicted values of the variables of the gas price calculation formula and supporting documents or copies thereof for the whole contract period, ie. to record, on a date to be specified by the contracting entity, the variable part forecasts for 1 January 2022 – 1 May 2022, on a monthly basis, from the data source referred to in paragraph 8.

The Supplier, using the variable rate method must clearly state the variable part of how it is calculated, what supplement and / or discount applicable.

\*\* For comparisons of tenders the relative quantity and price of goods are indicated. The price of the item will be determined at the time of the actual order. The Contracting Entity is under no obligation to purchase the specified quantity. Purchases will be made on demand and will be settled on the quantity of goods actually delivered and the price correctly calculated.

**8. The natural gas price for 1 January 2022 – 1 May 2022, shall be calculated from the following formula/formulas as determined by the variable cost contract price calculation:**  
 .....

**Price of natural gas = variable value\* + supplier's premium - supplier's discount**

\* variable value - natural gas price component equal to „TTF Natural Gas Index“ index. A lower limit cannot be set for this variable.

9. Values of variables used for the natural gas price calculations: .....

10. The calculations have been made based on the following publicly available sources of data on the actual or estimated values of the variables in the gas price calculations formulas:  
 .....  
 .....

11. The goods proposed are *fully compliant / non-compliant* with the requirements set out in the Contract Documents and their characteristics are as follows:

No.	Technical indicators of goods/services	Values of indicators

12. The following documents shall be submitted alongside with the tender:

No.	Titles of the submitted documents	Number of pages in the document
..	.....	

13. By signing this Tender, I hereby confirm that the digital copies of the documents are true copies.

14. By certifying that we are aware that the Contracting Entity must ensure that disclosure of the information contained in the tender would not contradict to provisions of applicable legal and regulatory acts, legitimate interests of suppliers or would not impede their free competition, hereby we inform that the information provided hereunder **is confidential** (documents containing confidential information are attached separately)<sup>1</sup>:

No.	Title of the submitted document	Document is uploaded in CPP IS tender window line "Attached Documents"
14.1.		
...		

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<sup>1</sup>The table provides information about confidentiality of the information provided in the tender. The supplier must indicate whether his tender contains confidential information and which information provided in the tender is confidential. The whole tender of the supplier may not be considered to be confidential. If the table or its individual rows are not completed, the Contracting Entity will consider that this tender information or its respective share shall not be considered to be confidential.

**TECHNICAL SPECIFICATIONS**

1. Quantity of the natural gas to be purchased: maximum quantity - 30 000 MWh, minimum quantity - 4 000 MWh;
2. Period of delivery of the natural gas purchased: from 7.00 A.M. 1 January 2022 until 7.00 A.M. 1 May 2022.
3. The natural gas quantity shall be measured in kilowatt hours under normalised conditions (pressure 1.01325 bar and temperature 0 °C);
4. Place of delivery of natural gas: a virtual trading point within the Lithuanian gas transmission system.