



AMBER GRID AB

TERMS AND CONDITIONS FOR THE SALE OF INSULATED STEEL PIPES BY MEANS OF AN INQUIRY

1. GENERAL PROVISIONS

1.1. Amber Grid AB (hereinafter referred to as the "Seller") shall sell unused insulated steel pipes (hereinafter referred to as the "Goods") by means of an inquiry and shall invite prospective purchasers (hereinafter referred to as the "Purchaser") to submit tenders for purchase of the Goods.

1.2. The Purchasers shall be advised to examine the condition of the Goods for sale in person. The Goods may be inspected at the address Gudelių g. 49, Vilnius, **subject to prior agreement by general e-mail info@ambergrid.lt or by mobile phone +370 656 69955.**

1.4. If the Purchaser wishes to clarify any issues related to the sale, it may address by the e-mail address - L.Cigileicikaite@ambergrid.lt.

The Seller shall undertake to answer the questions submitted by e-mail within 2 working days from the date of receipt thereof provided that they are submitted by the Purchaser at least 3 working days before the deadline for the submission of tenders.

1.5. By submitting a tender, the Purchaser shall confirm that it has familiarised itself with and accepts these Terms and Conditions.

2. OBJECT OF THE SALE

2.1. The object of the sale shall be unused insulated steel pipes.

2.2. A detailed list of the Goods to be sold, including the technical specifications, shall be set out in Annex 1 to these Terms and Conditions.

2.3. The object of the sale shall not be divided into lots, i.e. the Goods shall be sold as one set.

2.4. The conditions of delivery and collection of the Goods shall be as follows:

2.4.1. The Purchaser or its authorised persons will be required to collect the Goods at their own expense from their storage place at the address Gudelių g 49., Vilnius, within the Seller's working hours: on Monday-Thursday 7:30-16:30, on Friday 7:30-15:15;

2.4.2. The Purchaser shall load the Goods using its own equipment and transport the Goods with its own transport;

2.4.3. The risk of accidental loss of or damage to the Goods after collection of the Goods shall be borne by the Purchaser.

3. PRICE AND PAYMENT CONDITIONS

3.1. Tenders will be evaluated and compared in euro excluding VAT.

3.2. The **Goods shall be sold at the highest offered price not lower than EUR 121,061.66 excluding VAT.**

3.2. Upon completion of the sale procedures, the successful Purchaser will be invited to conclude a purchase and sale contract.

3.3. The total amount for the Goods, i.e. the amount specified in the Purchaser's tender plus the amount of VAT shall be paid by the successful Purchaser to the Seller's bank account No LT71 7044 0600 0790 5969 at SEB bankas AB (the Seller's registration number 303090867) within 3 (three) working days from the date of issue of the advance invoice for all Goods.

4. QUALIFICATION AND OCCUPATIONAL SAFETY REQUIREMENTS

4.1. The successful Purchaser shall be obliged to provide the following information before the conclusion of the purchase and sale contract:

4.1.1. if the Purchaser which submitted the successful tender is a legal person:

4.1.1.1. a copy of the company's registration (identification) certificate;

4.1.2. if the Purchaser that submitted a successful Tender is a natural person:

4.1.2.1. a copy of the identity document.

4.2. Prior to the commencement of collection of the Goods, the Purchaser shall obtain a written consent to work in the operating facilities (installations) of the natural gas transmission system and/or their protection zone from the Seller (hereinafter referred to as the "Consent") (<https://www.ambergrid.lt/lt/perdavimo-sistema/saugumas/sutikimo-isdavimo-salygos>).

4.3. The Purchaser shall undertake to provide all documents necessary for obtaining the Consent prior to the commencement of collection of the Goods but in any event within 10 working days from the date of signature of the contract. The Purchaser shall only be able to collect the Goods once the Consent has been obtained. The Consent shall be valid for the entire period during which the Goods are to be collected from the specified premises and/or territories. The Purchaser must ensure that all authorised persons collecting its Goods have obtained the Consent if such authorised persons are to be instructed to collect the Goods in the specified premises and/or areas.

4.4. If the Purchaser collects the Goods without the Seller's Consent referred to in paragraph 4.2 of the contract (a failure to obtain such Consent, expiry of the Consent, revocation or suspension of the Consent by the Seller etc.) or if the employees providing the Services have not worn personal protective equipment etc., the Goods shall not be transferred to the Purchaser. The Purchaser shall not be subject to any liability under the contract or otherwise as a result.

4.5. The Purchaser shall bear full responsibility for environmental protection, occupational safety, health safety, fire safety, safety of the Seller, the Purchaser's employees and third parties at the place of collection of the Goods and for compliance with other legislation of the Republic of Lithuania in the course of performance of the contractual obligations which is directly attributable to the Purchaser's actions.

5. DRAWING UP AND SUBMISSION OF A TENDER

5.1. The Purchaser shall submit a Tender by completing the form laid down in Annex 2 to the Terms and Conditions.

5.2. The Purchaser's Tender must include the following information:

5.2.1. if the Tender is submitted by a legal entity, the name of the legal entity, contact details (telephone number, e-mail address), the name and surname of the person representing the legal entity (responsible for the Tender), the address and the working hours of the Purchaser;

5.2.2. if the Tender is submitted by a natural person, the name and surname of the natural person, contact details (telephone number, address, e-mail address of the Purchaser);

5.2.2. the proposed price of the Goods excluding VAT.

5.3. If the Bid is submitted by a legal entity, the Tender must be signed by the head of the company submitting the Tender or by its authorised representative. If the Tender is signed by an authorised person, copies of the documents certifying the signatory's authorities must be attached to the Tender.

5.4. If the Tender is submitted by a representative of a natural person, the Tender must be accompanied by a copy of the documents certifying the right to represent the natural person.

5.5. The Purchaser shall submit the Tender in PDF format and the power of attorney (if required) to the Seller by email to: tvsv@ambergrid.lt.

5.6. In the subject line of the email ("Subject") the following shall be indicated: "Not to open until 05/09/2022 at 11:00. For the Sale of Insulated Pipes by Inquiry".

5.7. The Tender must be submitted between the date of publication of the call for tenders and 05/09/2022 10:00.

5.8. The Purchaser may submit only one Tender on its own behalf. In the event that one tenderer submits two or more Tenders on its own behalf with different prices, the Tender with the highest Tender price shall be valid.

5.9. All Tenders shall be valid for a period of not less than 10 (ten) working days from the date of submission of the Tender.

5.10. If a Tender is received upon expiry of the deadline for the submission of Tenders specified in paragraph 5.7 of the Terms and Conditions, it shall not be accepted and evaluated.

5.11. A Purchaser who has submitted a Tender shall have the right to refuse to participate in the inquiry and withdraw the submitted Tender submitted before expiry of the deadline for the submission of Tenders.

5.12. The Seller shall have the right to request the Purchaser to clarify the submitted Tender.

5.13. The Seller shall have the right to amend or supplement the Terms and Conditions before expiry of the deadline for submission of Tenders. All Purchasers who have submitted Tenders shall be notified of the amendments or supplements to the Terms and Conditions by e-mail.

6. EVALUATION, COMPARISON OF TENDERS AND DETERMINATION OF THE SUCCESSFUL TENDERER(S)

6.1. The Tenders shall be made accessible on 05/09/2022 at 11:00.

6.2. Only Tenders which meet the requirements set out in the Terms and Conditions shall be evaluated and compared. The Commission may reject a tenderer's Tender if it is found that the Purchaser has directly or indirectly attempted to influence the tenderer to favour of the application of the sales procedures in any way and/or the Purchaser has failed to comply with any other requirements set out in the Terms and Conditions.

6.3. The successful Tender shall be deemed to be the Tender indicating (offering) the highest price for the Goods excluding VAT. If two or more Purchasers have indicated the same price and it is the highest price, the Tender of the Purchaser who has submitted the earliest Tender shall be deemed to be the successful Tender.

6.4. The Commission may request the tenderers to clarify their Tenders (specify information, provide missing documents) but it may not request, propose or authorise changes in the tender price and other material terms and conditions of the Tender (an exception is made if an arithmetical error is found in the Purchaser's Tender during the evaluation of the Tenders).

6.5. The tenderers shall not be invited to the evaluation of Tenders and shall not be provided with any information relating to the evaluation and comparison of the Tenders.

6.6. The Seller may decide to terminate the inquiry and the inquiry shall be deemed to be a failure if:

6.6.1. all submitted Tender do not meet the requirements set out in the Terms and Conditions;

6.6.2. the prices offered in the submitted Tenders were too low and unacceptable to the Seller (lower than EUR 121,061.66 excluding VAT for all Goods);

6.6.3. no Tenders have been received;

6.6.4. circumstances which could not be foreseen have emerged.

6.7 After examination of the Tenders and taking a decision to terminate the inquiry by the Seller, notices of termination of the inquiry shall be sent to all Purchasers who have submitted Tenders no later than 3 (three) working days from the decision to terminate the inquiry.

7. BRINGING A CLAIM FOR THE RESULTS

7.1. In order to challenge the Seller's decisions or actions in court prior to conclusion of the purchase and sale contract, the Purchaser must first submit a claim in writing (electronically or by signature via a postal service provider or another suitable carrier) to the Seller.

7.2. The Purchaser shall have the right to bring a claim against the Seller within 5 (five) working days of the Seller's email notification of the results of the sale except where:

7.2.1. the Tender is submitted only by one Purchaser;

7.2.2. the Tenders submitted by all Purchasers meet the requirements of the sales documents.

8. CONCLUSION AND ENTRY INTO FORCE OF THE SALE-PURCHASE CONTRACT

8.1. The Seller shall send a notification of the results of the sale by e-mail to all Purchasers within 3 (three) working days of the date of making the decision on the successful Tender. The successful Purchaser shall be invited to send the documents referred to in paragraph 4.1 and sign the purchase and sale contract not later than within 5 (five) working days or within a separately agreed time limit.

8.2. The form of the purchase and sale contract shall be laid down in Annex 3 to the Terms and Conditions.

8.3. If the successful tenderer refuses to conclude the purchase and sale contract on the terms and conditions set out in the sale documents and/or its Tender or fails to sign the purchase and sale contract within the set time limit, the Seller may recognise another tenderer whose Tender, according to the evaluation criteria set out above, is the best Tender after the Tender of the tenderer who has refused to enter into the contract or who has failed to pay on time and offer award of the contract to it.

8.4. After signing the purchase and sale contract and payment of the invoice in advance, the Purchaser shall collect the Goods no later than within 30 (thirty) calendar days.

9. FINAL PROVISIONS

9.1 The Seller shall not reimburse and shall not be liable for any expenses incurred by the Purchaser as a result of participation in the sale and drawing up and submission of the Tenders to the Seller.

9.2 The members of the Commission, other persons participating in the work of the Commission shall not disclose to any information contained in the Tenders and purchase and sale contracts provided by the tenderers for the Tender Procedure to third parties, irrespective of the manner in which such information is communicated (whether orally, in writing, electronically or visually) or the stage of cooperation at which it has come to light if such information:

9.2.1. is not publicly known or available to the public;

9.2.2. was not known prior to publication of the Terms and Conditions;

9.2.3. may not be disclosed in accordance with the procedure established in these Terms and Conditions.

TECHNICAL SPECIFICATION OF THE OBJECT OF THE SALE**Table 1**

Seq. No.	Pipe name	Diameter (mm)	Wall thickness (mm)	Steel	Quantity (m)	Mass (kg)
1	Insulated steel pipe	711	8.0	L415 ME	121.83	~1688
2	Insulated steel pipe	711	8.8	L415 ME	8.27	~1259
3	Insulated steel pipe	711	11.0	L415 ME	32.1	~6092
4	Insulated steel pipe	711	12.5	L415 ME	458.45	~98666
5	Insulated steel pipe	711	17.5	L415 ME	1	~299
TOTAL:					621.65	