DOCUMENTATION FOR PUBLIC PROCUREMENT OF WORKS FUNDED UNDER THE IGNALINA PROGRAMME

Procurement of Works for the Construction of the INPP Near Surface Repository for Low- and Intermediate-Level Short-Lived Radioactive Waste (Construction Stages I/A, II/A)

# CALL FOR PROPOSALS

Dear Tenderers,

This procurement is one of the other planned procurements aimed at successful implementation of the project for the **construction of a Near Surface Repository for low- and intermediate-level short-lived radioactive waste (hereinafter referred to as the “Near Surface Repository” or “the Repository”)** of the State Enterprise Ignalina Nuclear Power Plant (INPP) **and of its external infrastructure** financed with European Union Ignalina Programme funds.

To implement the aforementioned project completely, the following procurements are to be conducted in relation to the (a) construction of the Near Surface Repository, (b) its external infrastructure design & construction and connection of the latter to the Near Surface Repository site and INPP infrastructure:

* Procurement of Works for the Construction of the INPP Near Surface Repository for Low- and Intermediate-Level Short-Lived Radioactive Waste (Construction Stages I/A, II/A) and Design, Construction and Connection of the External Rainwater Drainage Networks to the INPP Infrastructure, i.e. this procurement.
* Procurement of designing and construction of the technological road for the Near Surface Repository of INPP and its connection to existing roads.
* 6kV power supply and electronic communications’ external networks of the Near Surface Repository designing, construction and connecting to the Repository site and existing INPP infrastructure works procurement.
* Design, supply, installation and connection of technical means for physical protection systems of the Repository (not in the scope of the procurement) to the Repository site and existing INPP infrastructure.
* Procurement of design and construction (installation) works of the modular boiler station of the Repository.
* Procurement of goods, services and works specified in the Part E Annex 3 of the Procurement Documentation and other not specified procurements, the need for which may arise during the construction of the Repository.

Please find a set of documents of this procurement (hereinafter referred to as the **PD** or Procurement Documents/Documentation):

1. Instructions to tenderers
2. Draft public procurement (sales) contract
3. Forms of tender documents
4. Other information
5. Technical task

The procurement is conducted in accordance with the Law on Public Procurements of the Republic of Lithuania (hereinafter referred to as the **LPP**), Civil Code of the Republic of Lithuania (hereinafter referred to as the “Civil Code”) and legal acts regulating public procurements as well as these PD.

These Procurement Documents, their explanations(clarifications) and responses to tenderers’ questions, if they are submitted, shall be published in the Central Public Procurement Information System(hereinafter referred to as the CPP IS) on <https://cvpp.eviesiejipirkimai.lt/>and on the website of the contracting authority. Procurement notifications and their amendments, if any, shall be published in the CPP IS.

Tenderers willing to participate in the procurement and to receive notifications of the contracting authority may join the procurement and accept the call for proposals by use of the CPP IS. No costs incurred by Tenderers while preparing and submitting proposals will be reimbursed.

Your proposals will be accepted until the deadline set for the submission of proposals.

Respectfully Yours,

Chairman of the Public |Procurement Commission

Dmitrij Jekateriničev

Table of Contents

[CALL FOR PROPOSALS 2](#_Toc50531843)

[A. INSTRUCTIONS TO TENDERERS ……………………………………………………………………...5](#_Toc50531844)

[1. The Scope of Procurement 5](#_Toc50531845)

[2. Deadlines 5](#_Toc50531847)

[3. Participation 5](#_Toc50531848)

[4. Type of the Contract 6](#_Toc50531849)

[5. Parts of the Procurement 6](#_Toc50531850)

[6. Period of Validity of Proposals and Proposal Security 6](#_Toc50531851)

[7. Language of the Proposals and Procurement Documents 7](#_Toc50531852)

[8. Requirements for the Submission of Proposals 8](#_Toc50531853)

[9. Encryption of Proposals 8](#_Toc50531854)

[10. Documents Comprising the Proposal 9](#_Toc50531855)

[11. European Single Procurement Document 10](#_Toc50531856)

[12. Proposal Price 11](#_Toc50531857)

[13. Grounds for Elimination of Tenderers 11](#_Toc50531858)

[14. Qualification Requirements 16](#_Toc50531859)

[15. Requirements for a Quality Management System 26](#_Toc50531860)

[16. Additional Information before the Deadline for the Submission of Proposals 27](#_Toc50531861)

[17. Editing and Withdrawal of Proposals 28](#_Toc50531862)

[18. Proposals opening session 28](#_Toc50531863)

[19. Examination, Evaluation, Comparison of Proposals and Determination of the Successful Tenderer …………….. 28](#_Toc50531864)

[20. Signing of the Contract and Performance Guarantee 32](#_Toc50531865)

[21. Termination of the Procurement Procedure 34](#_Toc50531866)

[22. Complaint Examination Procedure 34](#_Toc50531867)

[B. DRAFT PUBLIC PROCUREMENT CONTRACT 35](#_Toc50531868)

[C. FORMS OF TENDER DOCUMENTS 129](#_Toc50531958)

[I. TENDERER’S PROPOSAL FORM 129](#_Toc50531959)

[Annex No. 1 to the Proposal 131](#_Toc50531960)

[II. FORM OF A LIST OF THE MAIN PERFORMED WORKS 137](#_Toc50531961)

[III. FORM OF THE LIST OF SUBSUPPLIERS, SUBCONTRACTORS, SPECIALISTS AND EXPERTS 138](#_Toc50531962)

[IV. FORMS OF PROPOSAL SECURITY 139](#_Toc50531963)

[PROPOSAL GUARANTEE FORM 139](#_Toc50531964)

[FORM OF THE PROPOSAL’S LETTER OF SURETY 141](#_Toc50531965)

[D. OTHER INFORMATION 143](#_Toc50531966)

[I. FORMS OF TENDER GUARANTEE 143](#_Toc50531967)

[FORM OF PERFORMANCE GUARANTEE 143](#_Toc50531968)

[E. TECHNICAL TASK](#_Toc50531969)

# INSTRUCTIONS TO TENDERERS

## The Scope of Procurement

* 1. The scope of this procurement encompasses services and works listed in the technical task contained in Part E of the Procurement Documents (hereinafter referred to as the “Works”):

Services of preparation of detailed design for the I/A and II/A stage construction of the Near Surface Repository for low- and intermediate-level short-lived radioactive waste and its construction works, preparation of a technical design (hereinafter referred to as the “TD”) for the external rainwater drainage system and TD implementation supervision services as well as its construction and connection to the infrastructure.

* 1. The works must be performed at the address SE Ignalina Nuclear Power Plant, Elektrines str. 4, K47, Drukšiniai village, 31152 Visaginas municipality, Lithuania. Cadastral number of the land plot 4535/0002:27 (unique No. 4400-2111-0830). Also, the works will be performed near the site in accordance with the requirements of the PD during the design, construction and connection of the external rainwater drainage system of the Repository. The tenderer will have to participate in meetings, during the “hot” trials of the Repository complex in any other locations.
	2. All services must be provided and all works must be carried out within 1650 calendar days from the works commencement date.
	3. Detailed volumes of the purchased services and works are specified in the technical task contained in Part E of the PD and/or Annex No. 1 to the proposal form provided in Part C of the PD.

## Deadlines

* 1. All deadlines for the public procurement are given according to the Lithuania time zone (UTC+02:00, EET):
	2. The contracting authority must receive any request to explain the Procurement Documents no later than 13 January 2023 inclusive.
	3. The response to a tenderer’s request to explain the Procurement Documents shall be sent so that it is received by the tenderer no later than 24 January 2023 inclusive.
	4. The deadline for the submission of proposals: 3 February 2023 at 9:00 a.m.
	5. The initial proposals opening session will take place during a meeting to be held on 3 February 2023 at 9:45 a.m.
	6. The tenderers are allowed to visit the future construction site. The construction site is indicated on the maps provided in Part E of the PD or can be found by using the following link: <https://regia.lt/map/visagino?x=661747&y=6164826&scale=10000&identify=true&sluo_id=22>. Participation of INPP representatives is not planned during such a visit.

## Participation

* 1. All natural and legal persons, who are registered (natural persons – permanent residents) in a member state of the European Union, a member state of the North Atlantic Treaty Organization or a third country that has signed the international agreements as specified in Article 17, Part 4 of the Law on Public Procurement, may participate in the procurement procedure fully and equally. Proposals can also be submitted by groups of Tenderers only, including temporary groups of Tenderers. To submit a proposal, a group of Tenderers does not need to establish a legal entity.
	2. If a joint proposal is submitted by a group of Tenderers, members of the group must conclude a joint activity (partnership) agreement according to which they would be **solidarity** liable for the proposal and the implementation of the public procurement contract (hereinafter referred to as “the Contract”).They must assign a person to be the responsible member having the right to assume obligations on behalf of the group of Tenderer.
	3. If a tenderer intends to engage subcontractors to fulfil its obligations under the Contract, the tenderer shall indicate in its proposal for which part of the Contract and what subcontractors are planned to be engaged, if they are known.
	4. Tenderers may rely on the capabilities of other economic entities, regardless of the legal character of their relationship. When a tenderer relies upon the capacities of other economic entities, it must prove to the contracting authority in the proposal that the resources of the economic entities on whose capabilities the tenderer is to rely will be accessible to the tenderer during the Contract and that the tenderer can practicably have at its disposition such capabilities during the implementation of the Contract. Copies of contracts or other documents supporting that the resources of other economic entities will be made available to the tenderer during the entire period of fulfilment of contractual obligations are requested to be provided as proof. A group of economic entities may rely on the capacity of its members or on the capacity of other economic entities following the same terms and conditions as above.
	5. All subsuppliers and economic entities enlisted to fulfil the tenderer‘s obligations under the Agreement, whose capacities are relied upon, must be registered (natural persons - permanent residents) in a member state of the European Union, a member state of the North Atlantic Treaty Organization or a third country that has signed the international agreements as specified in Article 17, Part 4 of the Law on Public Procurement.

## Type of the Contract

* 1. The successful tenderer will sign a fixed price contract under the FIDIC (*Fédération Internationale Des Ingénieurs-Conseils*) conditions the draft of which is provided in Part B of these PD.

## Parts of the Procurement

6.1. The object of the procurement is not divided into parts; for this reason, proposals shall be submitted for the full scope of the indicated works. To divide procurement object into parts is not possible due to technical and financial risks that may negatively affect the successful and timely implementation of this project of public interest, as well as safety, i.e.: indefinite delaying the start of the Repository construction works, reducing the safety of the Repository or otherwise negatively affect the Repository project implementation, as the subject matter of this procurement object is complex and formed to the extent necessary to maintain the design, construction of the Repository's external rainwater drainage networks and preparation of the Repository site (removal of stumps, shrubs and existing trees, land, drainage, rainwater drainage, and drainage design and construction) and compatibility between the main and subsequent major construction works of the Repository(construction / installation of technological - administrative structures, associated systems and modules IA and IIA) and integralism.

## Period of Validity of Proposals and Proposal Security

* 1. The proposals shall be valid for 210 calendar days from the date of expiration of the deadline for the submission of proposals.
	2. Until such time as the period of validity of the proposals has not come to an end, the contracting authority can request that the tenderers extend the validity of their proposals to a specifically indicated date/time. Tenderers may refuse such request. If a tenderer does not respond to the request of the contracting authority to extend the validity period of the proposal and/or does not extend the validity period of the proposal, it is deemed that the tenderer rejected the request to extend the validity period of the proposal. In any case, the extension of the validity period of a proposal does not give a tenderer the right to change the content of the proposal.
	3. Tenderers must provide a Tender Guarantee in electronic format along with their proposals. To secure a proposal, a bank guarantee or a guarantee issued by a credit union or a letter of surety of an insurance company for an amount not less than EUR 250 000,00 shall be provided.
	4. When submitting a surety bond of an insurance company, an insurance policy as well as a copy of the payment order supporting the payment for an insurance policy must be provided alongside. The content of the bank or credit union guarantee or insurance company surety bond provided by the contractor takes precedence over any other such bank or credit union guarantees or insurance company guarantees or documents regulating the performance of the contract.
	5. Tenderers must provide tender guarantee signed by a qualified electronic signature, which meets legal requirements, of the legal person having issued it.
	6. A bank’s or a credit union’s guarantee or a surety bond for proposal security must be prepared based on the sample form provided in Part C of the PD.
	7. Proposal security must be valid no less than 210 calendar days after the date of expiration of the deadline for the submission of proposals. If the period of validity of the proposal is extended, the tenderer must extend the proposal security for a corresponding period.
	8. Before submitting its proposal, the Tenderer may request that the contracting authority confirm that it agrees to accept the tenderer’s proposal security. In such case, the contracting authority must provide the tenderer with a response no later than within 3 business days from the date of receipt of the request. Such confirmation does not annul the right of the contracting authority to reject the proposal security if information is received that the economic entity having issued the security has become insolvent or failed to fulfil its obligations to the contracting authority or other economic entities or has fulfilled them improperly.
	9. The contracting authority shall waive in writing Tender Guarantee signed by qualified electronic signature no later than within 7 business days from the date of receipt of the tenderer’s written request to waive the Tender Guarantee, when:
		1. the Contract enters into force;
		2. the validity of the Tender Guarantee expires;
		3. procurement procedures are terminated or the procurement discontinues due to any other reasons.

## Language of the Proposals and Procurement Documents

* 1. Proposals shall be prepared in English or Lithuanian. In such case when some certificates or diplomas, which evidence the absence of any grounds for elimination of the tenderers and prove the compliance with the qualification requirements, or technical descriptions and analogous documents supporting the conformity of the technical parameters of the offered products with the requirements of technical tasks are issued in any other language than Lithuanian or English or Russian, a correct translation of such document into Lithuanian or English or Russian certified by the translator’s signature shall be provided with the document.
	2. After submission of proposals, correspondence between a tenderer and the contracting authority shall be carried on solely by use of the CPP IS in the Lithuanian language and, where necessary, in the English language.
	3. A translation of these Procurement Documents into English is provided. In case of discrepancies between the Procurement Documents in the Lithuanian language and the translation of these Procurement Documents in English, the Lithuanian text of the Procurement Documents shall be the correct text.

## Requirements for the Submission of Proposals

* 1. Each tenderer or tenderers’ group can submit one proposal only. If a tenderer or a tenderers’ group submits more than one proposal, all their proposals will be rejected. If a tenderer being a member of a group of tenderers which submitted a proposal, submits a separate proposal, or if a tenderer is a member of different groups of tenderers which submitted proposals, then the proposal of such tenderer and the proposals of such groups of tenderers will be rejected since they will be regarded as distorting competition in the procurement.
	2. Participation of the entity as a subsupplier in the proposals of tenderers / group of tenderers shall not be limited.
	3. Proposals shall be received CPP IS electronic means before the deadline for the submission of proposals.
	4. Tenderers may indicate in their proposals which information should be considered confidential. The entire proposal cannot be regarded as confidential information. Confidential information may be, including but not limited to, commercial (production) secrets and the confidential aspects of proposals. Information which in accordance with the Republic of Lithuania Law on Public Procurement and other legal acts cannot be considered confidential shall not be considered confidential.
	5. If the contracting authority has any doubts about the confidentiality of information provided in a tenderer’s proposal, it shall request that the tenderer prove why the specified information is confidential. If the tenderer fails to furnish evidence or provides inappropriate evidence within the period given by the contracting authority, which shall not be less than 5 business days, it shall be deemed that such information is not confidential. If the tenderer does not specify which information in its proposal should be regarded as confidential, the contracting authority will consider that all and any information in such proposal may be disclosed.
	6. Tenderers shall not be allowed to submit alternative proposals. If a tenderer submits alternative proposals, they shall be rejected.
	7. Proposals shall be submitted by means of the CPP IS only on <https://pirkimai.eviesiejipirkimai.lt/>. Proposals which are submitted in hardcopy format or by electronic means other than specified by the contracting authority will not be examined, evaluated or compared. Proposals can be submitted by tenderers which are registered in the CPP IS (free of charge registration is available on [https://pirkimai.eviesiejipirkimai.lt](https://pirkimai.eviesiejipirkimai.lt/)).
	8. Documents comprising the proposal shall be submitted in an electronic format, i.e. they shall be directly drawn up by electronic means or shall be submitted as digital copies of the documents. The submitted documents or digital copies of documents must be available using non-discriminatory, generally acceptable file formats (e.g., doc, pdf, jpeg etc.). The contracting authority reserves the right to request that original documents be provided.
	9. The word “copy” in this text shall be understood as a digital copy of a corresponding document.
	10. Tenderers are advised to clearly indicate full names of the documents contained in a document file and to number documents which comprise the proposal consistently.
	11. By submitting proposals, tenderers confirm that their proposals and all information contained in their proposals is correct, corresponds to reality and includes everything that is required for complete and appropriate performance of the Contract.

## Encryption of Proposals

* 1. Tenderers which have installed the free-of-charge software 7-ZIP recommended by the Public Procurement Office have the opportunity to take care of security of their proposal and to encrypt the document containing information on price or the entire proposal which contains a document with the price indicated.
	2. To encrypt the document containing the price or the Proposal containing the document with the specified price, the supplier must use free 7-Zip software, which uses the encryption algorithm of the AES-256 standard. The encrypted document must be created in ZIP format.
	3. Having decided to submit an encrypted proposal containing information on price, the tenderer shall:
		1. before the deadline for the submission of proposals indicated in the Procurement Documents, using the CPP IS, provide an encrypted proposal (the whole proposal is encrypted or only the document of the proposal which contains information on price is encrypted).Instructions on how a tenderer can encrypt a proposal are available on the website of the Public Procurement Office: <http://vpt.lrv.lt>;
		2. before the start of the meeting during which the familiarisation with the proposals takes place, using the CPP IS, shall provide a password with which the contracting authority will be able to decipher the provided proposal containing information on price or the document which contains information on price. In case of any technical problems with the CPP IS, when a tenderer is deprived of the opportunity to provide a password via the CPP IS correspondence tool, the tenderer shall have the right to do so by other optional means: send by email to the contact person of the contracting authority specified in the Procurement Documents and/or procurement announcement or by fax. In case where other means than the CPP IS correspondence tool must be used to provide a password, the tenderer is responsible for ensuring that the provided password has reached the addressee on time.
	4. The tenderer is responsible for timely provision of the correct password to the contracting authority:
		1. where the tenderer encrypts the entire proposal and fails to provide the password (through his own fault) by the CPP IS correspondence tools or any other means (where it was impossible to provide a password by the CPP IS in a timely manner due to the circumstances beyond the tenderer’s control) before the start of the meeting during which familiarisation with the proposals takes place or provides an incorrect password the use of which prevented the public procurement commission (hereinafter referred to as the “Commission”) from deciphering the proposal, no procedures of proposal examination, evaluation and comparison shall be conducted;
		2. if a tenderer encrypts a document of the proposal which contains information on the proposal price and the Commission is unable to decipher this specific document for the aforementioned reasons, and other documents of the proposal are provided unencrypted, the Commission shall reject such proposal as failing to meet the requirements set forth in the Procurement Documents (the tenderer failed to indicate the proposal price).

## Documents Comprising the Proposal

Documents comprising the proposal of a tenderer:

* 1. a completed proposal form as provided in Part C of the PD in which the tenderer:
		1. confirms that he agrees with all the requirements and terms and conditions of the Procurement Documents, including the Contract;
		2. specifies for which part of the Contract and which subcontractors are planned to be engaged, if they are known;
		3. specifies which information in the tenderer’s proposal is confidential;
		4. provides any other information requested in the proposal form.
	2. A completed form of the European Single Procurement Document provided in Part D of the PD which preliminarily confirms that the tenderer and the entities specified in his proposal meet the requirements of the Procurement Documents. If a group of tenderers with joint venture (partnership) agreement participates in the procurement, the European Single Procurement Document shall be provided by each member of the group of tenderers separately. When a tenderer engages subcontractors or other economic entities (for instance, experts, which are planned to be employed in the tenderer’s company for the implementation of the Contract) the European Single Procurement Documents of such entities shall be supplied alongside.
	3. A copy of the joint activity (partnership) agreement signed by all members of the group of tenderers. The agreement must stipulate that:
		1. all members of the group of tenderers are solidarity liable for the implementation of the Contract under the terms and conditions of the Contract;
		2. one of the members of the group of tenderers is assigned to be the responsible, authorised to assume the responsibility on behalf of the entire group;
		3. the Contract, including payments, will be conducted solely via the responsible member.
	4. a Bank or credit union guarantee which secures the proposal and is drawn up in accordance with the form provided in the Annex to the PD (a completed form provided in Part C of the PD) or a letter of surety issued by an insurance company prepared in accordance with the form provided in the Annex to the PD (a completed form provided in Part C of the PD).

## European Single Procurement Document

* 1. The European Single Procurement Document (ESPD) is a declaration which is submitted as primary evidence that the tenderer complies with the requirements of the Procurement Documents. The form of the ESPD is provided in Part D of the PD and in XML format using the CPP IS.
	2. When tenderers fill in the ESPD, they are advised to follow the instructions on the completion of the ESPD prepared by the Public Procurement Office and available on the website of the Public Procurement Office <http://vpt.lrv.lt/lt/konsultacine-medziaga/tiekejams/apie-viesuosius-pirkimus-paprastai-1>.
	3. The contracting authority accepts and examines the ESPD submitted by a tenderer regardless of the way it was completed.
	4. The ESPD must:
		1. contain an official statement by the tenderer that there are no grounds for elimination of the tenderer, that it meets the qualification requirements set forth in the Procurement Documents and, where applicable, observes the required quality management system and/or environmental protection management system standards;
		2. indicate the specified competent body or the third party responsible for issuance of documents supporting the absence of the grounds for elimination of tenderers, the compliance with the qualification requirements and, where applicable, the standards of quality management system and/or environmental protection management system;
		3. contain an official statement of the tenderer stating that upon the receipt of a request by the contracting authority it will be capable, immediately, to furnish documents proving the absence of the grounds for elimination of tenderers, the compliance with the qualification requirements and, where applicable, with the standards of quality management system and/or environmental protection management system.
	5. Tenderers can re-use the ESPD which they used in a previous procurement procedure if they confirm that the information contained in this document is correct.

## Proposal Price

* 1. Tenderers shall specify the price which shall include all costs of the tenderer, including VAT, in their proposals. No costs, which were not included by the tenderer in the proposal price, will be payable.
	2. The price specified in the proposal cannot be changed (The recalculation of the contract price after the Contract enters into force is specified in item 13.8 of the Specific Conditions of the Draft Public Procurement Contract in part D of the PD).

## Grounds for Exclusion of Tenderers

* 1. The contracting authority shall exclude a tenderer from the procurement procedure, if it is discovered from the documents specified in the European Single Procurement Document and from the relevant documents provided by the tenderer whose proposal may be announced to be the successful proposal or in any other way that:
		1. a conviction has been handed down or a final administrative judgement has been passed in the past 5 years against a tenderer that is a legal person, any other organisation or its department, or a tenderer that is a natural person, or a tenderer that is a legal person, any other organisation or its department, any other management or supervision body member or any other person who has the right to represent the tenderer or control it, adopt a decision on its behalf, or an accountant or any other person who has the right to draw up and sign the accounting documents of the tenderer or if such person has an existing conviction that has not expired or been revoked for the participation:
		2. in a criminal organisation, in the organisation of its activities or leading such an organisation;
			1. bribery, bribery of an agent fraud;
			2. misappropriation of property, embezzlement, fraudulent statement about the legal person’s performance, using credit, loans or targeted support for a purpose other than intended or in a different way than in accordance with the established procedure, credit fraud, the submission of incorrect data on revenues, profit or assets, failure to submit declaration, (financial) statement or any other document, deceptive accounting or abuses in accounting, when such criminal activities pose a threat to the financial interests of the European Union as defined in Article 1 of the Conventionon the Protection of EU Financial Interests;
			3. criminal bankruptcy;
			4. terrorist offences or offences linked to terrorist activities;
			5. legalisation of money or property gained in a criminal way;
			6. human trafficking, selling or contracting children;
			7. any crime defined in Article 57(1) of Directive2014/24/EU and listed in national legislation of other members states implementing the EU legislation committed by tenderers from foreign countries.
		3. in the past 5 years, a conviction has been handed down or a final administrative judgement has been passed (where such judgement is passed in accordance with the requirements of legal acts applicable in the tenderer’s country) against a tenderer who is a natural person or a tenderer who is a legal person, any other organisation or its division, and this person has an existing conviction that has not expired or been revoked for or if there is any other evidence with regard to the failure to fulfil obligations related to the payment of taxes, including social insurance contributions, according to the requirements of the country in which the tenderer is registered or of the country in which the contracting authority is located. Tenderers are not excluded from the procedures and are deemed as having fulfilled their obligations in relation to payment of taxes, including social insurance contributions, if they:
			1. have undertaken to pay taxes, including social insurance contributions, and therefore are considered as having fulfilled such obligations; or
			2. if the amount of outstanding obligations is less than EUR 50 (fifty); or
			3. the tenderer is informed of the exact amount of his debt at such a time that he did not have enough time to pay, including social insurance contributions, conclude a tax loan agreement or other similar type of binding agreement for such payment, or take other measures to be considered to have already fulfilled his tax obligations prior to the proposal submission deadline, and upon the contracting authority's request to provide relevant documents substantiating the information specified in the ESPD, the tenderer proves that it is already considered to have fulfilled its obligations related to the payment of taxes, including social insurance contributions..
	2. The contracting authority shall exclude a tenderer from the procurement procedure including the tenderer against which the contracting authority has convincing details that it is established and participates in the procurement instead of other entity in order to avoid the application of the exclusion grounds specified in this clause, and if:
		1. the tenderer and other tenderers have concluded agreements which might distort competition in the given procurement and the contracting authority has convincing details;
		2. during the procurement procedure the tenderer found itself in a situation of a conflict of interests as defined in the Procurement Documents and the corresponding situation cannot be remedied. It shall be deemed that the corresponding situation with regard to a conflict of interests cannot be remedied if the persons involved in the conflict of interests determined the decisions of the contracting authority and any amendment to such decisions in a manner that would contradict the provisions of the Law on Public Procurement;
		3. the tenderer violated competition in the given procurement by cooperation with other entity in the preparation of this procurement, as stipulated in Parts 3 and 4 of Article 27 of the Law on Public Procurement and the situation cannot be remedied;
		4. the tenderer hid the information during the procurement procedures or supplied deceitful information about the absence of grounds for exclusion and compliance with qualification requirements and the contracting authority can prove that by any legal means or the tenderer cannot provide supporting documents regarding the submitted false information as required by the European Single Procurement Document. The Tenderer shall also be eliminated from the procurement procedure if during previous procurement procedures, in accordance with the procedure established by the Law on Public Procurement, the Law on Public Procurement in the field of defense and security, or procurements performed by contracting entities of water, energy, transport or postal services or the Law on Concessions the tenderer hid information or provided the above-mentioned false information or the tenderer could not provide any documents supporting the provided false information which in the recent one year resulted in its exclusion from the procurement procedures or concession award procedures. Also on this basis, the tenderer is excluded from the procurement procedure when, in accordance with the legislation of other countries, during the previous procedures, he concealed information or provided false information, or due to the provision of false information, he was unable to provide supporting documents, which resulted in his exclusion from procurement or concession award in the last one-year procedures or other similar sanctions;
		5. during the procurement the tenderer took illegal measures to affect the decision of the contracting authority, to receive confidential information which would give him unlawful advantage in the procurement procedure or provided misleading information which might exert a dominant influence on the decisions of the contracting authority with regard to exclusion of tenderers, evaluation of their qualification and determination of the successful tenderer, and the contracting authority can prove that by any legal means;
		6. the tenderer has not completed a procurement contract, drafted following the Law on Public Procurement, Law on Public Procurement in the field of defence and security or Procurement conducted by contracting entities in the field of water management, energy, transport or postal services, or a concession contract or has implemented it inappropriately and this was a major violation of the procurement contract according to Article 6.217 of the Civil Code (hereinafter – material breach of contract) due to which a procurement contract has been terminated in the last 3 years or a court judgement became effective which satisfied the claim of the contracting entity or the approval authority to reimburse the losses incurred due to the fact that the tenderer fulfilled the key requirement of the procurement contract with major or continuous defects, or the contracting authority has made a decision that within the last 3 years the tenderer fulfilled the key contractual requirement with major or continuous defects, which resulted in the application of contractual penalty. Based on this the tenderer shall also be eliminated from the procurement procedure if, according to the law of other States, it has been established that the tenderer while conducting the previous procurement contract, procurement contract with contracting entity or previous concession contract within the last 3 years fulfilled the key contractual requirement with major or continuous defects which led to the cancellation of the previous procurement contract prior to its formal termination, and the claim for damages or any other similar penalties have been applied;
		7. the contracting authority can prove by any legal means that the tenderer has committed a major professional misconduct which causes the procuring authority to doubt the good faith of the tenderer when;
			1. the tenderer committed violations of financial accountability or audit and less than one year has passed from the date of such violation;
			2. the tenderer does not meet the minimum credible taxpayer criteria set out in Article 401 (1) of the Law on Tax Administration of the Republic of Lithuania. When applying such basis for the tenderer exclusion from the procurement procedure the terms set out in Article 401, Part 1of the Law on Tax Administration of the Republic of Lithuania shall be followed, counting from the date of committing the violations referred to in Article 401, Part 1 of the Law on Tax Administration, but in any case, these terms may not be longer than 3 years;
			3. has committed a violation of the prohibition of entering into prohibited agreements established in the Law on Competition of the Republic of Lithuania or a legal act of a similar nature of another state, and less than 3 years have passed since the date of such commitment.
	3. The contracting authority excludes the tenderer (including the tenderer against which the contracting authority has convincing evidence that he is established or participates in the procurement instead of another person, to avoid the application of the grounds for exclusion specified in this point) from the procurement procedure, if the tenderer:
		1. has breached at least one environmental protection, social and labour law obligations established in Article 17, Part 2, Clause 2 of the Law on Public Procurement which the contracting authority can prove by any legal means. This is a basis for the contracting authority to exclude the tenderer from the procurement procedure when less than a year has passed from the date of such a breach;
		2. is insolvent, restructuration or bankruptcy proceedings have been initiated against the tenderer or liquidation procedures have started, when its assets are controlled by the court or a insolvency administrator, when a settlement agreement is signed with creditors (a tender and creditors’ agreement on continuation of the tenderer’s activities, where the tenderer undertakes certain obligations, and creditors agree to postpone their claims, reduce them or withdraw them), when its activities are suspended or limited or its situation according to the legal acts of the country in which it is registered is the same or similar, unless the tenderer provided reasoned evidence that it will be capable of implementing the procurement contract;
		3. has committed a serious professional misconduct (except for the cases specified in PD 13.2.7.1 – 13.2.7.3 p.p.) and this causes the contracting authority to doubt the good faith of the tenderer and can prove such misconduct by any legal means. This is a basis for the contracting authority to exclude the tenderer from the procurement procedure when less than a year has passed from the date of such a misconduct.
	4. The contracting authority may, at any time during the procurement procedure, ask the tenderer to provide all or part of the documents confirming the absence of grounds for its exclusion or exclusion of the entity whose capacities are relied upon, if this is necessary to ensure the proper performance of the procurement procedure.
	5. The contracting authority accepts the documents issued by the court, State Enterprise Centre of Registers or any other competent institution on the absence of the grounds for exclusion as a sufficient piece of proof. The tenderer can submit a document issued by the State Enterprise Centre of Registers and confirming data jointly processed by competent institutions in accordance with the procedure established by the Government of the Republic of Lithuania to prove the specified circumstances. If the tenderer cannot provide the specified documents since such documents are not issued in the member state or a respective country or documents issued in such country does not cover all the requirements, they may be substituted by:
		1. a declaration on oath;
		2. an official tenderer’s declaration if declaration on oath is not used in the respective country. An official declaration must be approved by the member state or the state of origin of the tenderer or a competent legal or administrative institution, a notary public or a competent professional or trade organization of the country in which it is registered.
	6. Upon request, the Supplier must provide the contracting authority with:
		1. if the supplier, its sub-supplier, economic entity whose capacity is relied upon, the manufacturer of the goods offered by the supplier (including their components) or the person controlling them is a legal entity, a copy of the legal entity's establishment documents approved by the head of the legal entity, an extended extract from the Register of Legal Entities with historical data, an extract from the information system about individual participants of Legal Entities or relevant documents of a Member State or a third country;
		2. if the supplier, its sub-supplier, economic entity whose capacity is relied upon, the manufacturer of the goods offered by the supplier (including their components) or the person controlling them is a natural person, a copy of a document confirming personal identity (identity card or passport), a copy of a document confirming permission to engage in the relevant economic activity (e.g., business license, Individual Activity Certificate, etc.), and declaration of the place of residence or relevant documents from a Member State or a third country.
	7. The first recourse of the contracting authority for the type of certificates and the forms of such documentary evidence on which information is provided is the information document storage system e-Certis of the European Commission.
	8. The contracting authority does not demand that the tenderer provide documents which confirm the absence of the grounds for its exclusion, if the contracting authority:
		1. has the possibility to familiarise itself with such documents or information directly and free of charge by logging into the national database in any member state or by using the CPP IS;
		2. has such documents from previous procurement procedures.
	9. The contracting authority eliminates a tenderer from the procurement procedure at any stage of the procurement if it is discovered that due to its action or omission before the procurement procedure or during it the tenderer meets at least one of the grounds for the exclusion of tenderers.
	10. The grounds for exclusion shall apply to all members of a group of tenderers. If the situation of at least one of the members of a group of tenderers indicates that at least one of the grounds of exclusion is present, the entire group of tenderers is eliminated from the procurement procedure.
	11. The tenderer may only rely on the capacities of economic entities which must meet the requirements set forth in the grounds for exclusion. If the condition of such an entity meets at least one of the grounds for exclusion, the contracting authority shall demand that the tenderer replace such entity by an economic entity meeting the requirements within the given period.
	12. The contracting authority verifies if there are no exclusion grounds in the PD of a subcontractor, even if the tenderer does not rely on its capacity, if the contracting authority establishes that the subcontractor specified in the tender’s proposal fails to comply with environmental, social or labour law obligations under the European Union and national law, collective agreements and the international conventions of the Law on Public Procurement. In such a case, if the subcontractor meets at least one of the exclusion grounds set out in the PD, the contracting authority shall require the tenderer to replace such subcontractor with properly qualified one within the deadline specified by the contracting authority.
	13. The contracting authority does not eliminate a tenderer or an economic entity specified in its proposal from the procurement procedure when both of the following conditions are met:
		+ 1. the tenderer provided the contracting authority with information indicating that it took the following measures:
			2. voluntarily paid or undertook to pay a compensation for the damage caused due to criminal activity or violation, where applicable;
			3. cooperated, actively provided assistance or took other measures which help discover, investigate, its criminal activity or violation, where applicable;
			4. took technical, organisational, staff management measures intended for the prevention of further criminal activity or violations;
		1. the contracting authority has assessed the information provided by the tenderer and took a motivated decision that the measures the tenderer or the entities whose capacities are relied upon took to prove its reliability are sufficient. Sufficiency of such measures is assessed given the seriousness of criminal activity or violation and circumstances. The contracting authority shall provide the tenderer with a motivated decision in writing no later than within 10 calendar days from the receipt of the tenderer’s information. The tenderer cannot take advantage of the opportunity provided for in this clause, when he is eliminated from the procurement or concession award procedures by a court decision that has entered into force, for the period specified in the court decision.
	14. When the period of grounds for exclusion specified in these procurement documents has been determined for the tenderer by a court decision that has entered into force, the contracting authority shall exclude the tenderer from the procurement procedure for the period specified in the court decision.
	15. Having identified that its employees or employees of a service provider of ancillary activities, members of the public procurement commission or experts, observers that participate in this procurement procedure or that might have influence on its outcomes have a direct or indirect financial, economic or any other kind of personal interest which might undermine their impartiality or independence during this procurement, such that they became involved in a situation of conflict of interest and did not opt out from the decision making process in relation to this procurement or from its monitoring, the contracting authority eliminates them from the decision making process in relation to this procurement or from its monitoring, and evaluates whether any grounds specified in these PD for elimination of a tenderer have/have not occurred for reason of the identified conflict of interest.
	16. The contracting authority has the right to request that the tenderer provide original documents proving the absence of grounds for removal of the tenderer or an economic entity.

## Qualification Requirements

* 1. To find out, whether the tenderer is competent, reliable and capable of fulfilling the conditions of this procurement, the contracting authority sets the following qualification requirements that have to be necessarily met by tenderers:
		1. **Requirements referred to the right to pursue the activity:**
			1. The supplier shall have the right to perform special structures design activities in accordance with Article 16 of the Law on Construction of the Republic of Lithuania.

**Documents to be submitted:**

A legal entity registered in the Republic of Lithuania shall submit a document, confirming that an Architect or Civil Engineer is employed or works for supplier based on the basis of employment or other contractual relationships permitted by law or other legal acts, who has the right to hold a position of a Special Structure Project Manager, and a copy of Project Manager Qualification Certificate issued by the Centre for Certification of Construction Products (from May 1, 2022 the public institution Construction Sector Development Agency) or a copy of valid Architect Certificate issued by the Architects` Chamber of the Republic of Lithuania.

A natural person registered in the Republic of Lithuania shall submit a valid Project Manager Qualification Certificate issued by the Centre for Certification of Construction Products (from May 1, 2022, the public institution Construction Sector Development Agency) or Architect Certificate issued by the Architects` Chamber of the Republic of Lithuania, entitling to be a project manager of special structures.

A supplier of foreign country (natural person or legal entity) provides the copies of documents issued by the respective institution of a foreign country (by a professional or activity manager, state authorized institutions , as established by the supplier registration country which confirm the right of the supplier to perform corresponding activity or declaration on oath evidencing the right to be engaged in relevant activities.

* + - 1. The supplier shall have the right to perform design activities of land reclamation structures in accordance with Article 8, part 3 of the Law on Land Reclamation of the Republic of Lithuania.

## Documents to be submitted:

A legal entity or natural person registered in the Republic of Lithuania shall submit a digital copy of a valid qualification certificate for the design of land reclamation structures issued by the Ministry of Agriculture of the Republic of Lithuania.

A foreign supplier who performs construction works (natural person or legal entity) shall submit copies of documents issued by the relevant foreign institution (professional or activity managers, state-authorized institutions, as established in the supplier registration country) which confirm the right of the supplier to perform corresponding activity or declaration on oath evidencing the right to be engaged in relevant activities.

* + - 1. The supplier shall have the right to be a contractor of special structure in accordance with Article 18, Part 2 of the Law on Construction of the Republic of Lithuania:
				1. Structures: non-residential buildings: administrative buildings, buildings for transport, garage buildings, warehouses, other buildings, structures of nuclear facilities. Construction work fields: general construction works; installation of water supply and waste water removal systems of the structure; installation of heating, ventilation and air conditioning of the structure; installation of remote communication (telecommunication) engineering systems of the structure; installation of power supply engineering systems of the structure; installation of process control and automation systems; installation of security alarm, fire alarm engineering systems of the structure.
				2. Structures: Other engineering structures: engineering structures of other purposes[[1]](#footnote-1); structures of nuclear facilities. Construction work areas: general construction works.
				3. Structures: Engineering networks: water supply networks, wastewater removal networks; structures of nuclear facilities. Construction work fields: installation of water supply and wastewater removal networks.
				4. Structures: Engineering networks: heat supply networks; structures of nuclear facilities. Construction work fields: installation of heat supply networks.
				5. Structures: Communications: roads[[2]](#footnote-2), structures of nuclear facilities. Construction work fields: general construction works.
				6. Structures: Hydrotechnical structures[[3]](#footnote-3);structures of nuclear facilities. Construction work fields: general construction works; installation of wastewater removal engineering systems of the structure.

**Documents to be submitted:**

A supplier (legal entity or natural person) shall submit a copy of valid Certificate issued by the Centre for Certification of Construction Products (from May 1 2022, the public institution Construction Sector Development Agency).

A foreign supplier (natural person or legal entity) shall submit copies of documents issued by the relevant foreign institution (professional or activity managers, state-authorized institutions, as established in the supplier registration country) which confirm the right of the supplier to perform corresponding activity or declaration on oath evidencing the right to be engaged in relevant activities.

* + - 1. The supplier shall have the right to perform installation works of up to 10 kV voltage networks and equipment in accordance with point 3 of the Procedure for Certification of Entities Authorized to Operate Power Equipment, as approved with the Order No. 1-274 as of 4 October 2010 by the Minister of Energy of the Republic of Lithuania.

**Documents to be submitted:**

A supplier registered in the Republic of Lithuania (natural person or legal entity) shall submit a copy of valid certificate granting the right to carry out installation works of up to 10 kV voltage networks and equipment issued by the National Energy Regulatory Council of the Republic of Lithuania (before the 30 June 2019 the State Energy Inspectorate under the Ministry of Energy of the Republic of Lithuania) or a copy of valid certificate issued by the State Energy Inspectorate under the Ministry of Energy of the Republic of Lithuania before 31 December 2018, granting the right to operate up to 10 kV power supply network and equipment.

* + - 1. A foreign supplier (natural person or legal entity) shall submit copies of documents issued by the relevant foreign institution (professional or activity managers, state-authorized institutions, as established in the supplier registration country) which confirm the right of the supplier to perform corresponding activity or declaration on oath evidencing the right to be engaged in relevant activities. The supplier shall have the right to perform geodetic and cartographic works in accordance with Article 12 of the Law on Geodesy and Cartography of the Republic of Lithuania.

**Documents to be submitted:**

A legal entity registered in the Republic of Lithuania shall submit a copy of document, confirming that a specialist, who has a geodesic qualification certificate or other document giving the right to perform geodesy and cartography works, is working for the supplier on the basis of employment or other contractual relationships permitted by law or other legal acts.

A natural person shall submit a copy of geodesist’s qualification certificate issued by the National Land Service under the Ministry of Agriculture of the Republic of Lithuania or other document granting the right to perform geodesy and cartography works.

* + - 1. A foreign supplier (natural person or legal entity) shall submit copies of documents issued by the relevant foreign institution (professional or activity managers, state-authorized institutions, as established in the supplier registration country) which confirm the right of the supplier to perform corresponding activity or declaration on oath evidencing the right to be engaged in relevant activities. The supplier shall have the right to perform underground geological surveys in accordance with Part 1 of Article 7 of the Underground Law of the Republic of Lithuania.

**Documents to be submitted:**

A supplier (natural person or legal entity) registered in the Republic of Lithuania shall submit a copy of the Permit to perform geological surveys issued by the Lithuanian Geological Survey under the Ministry of Environment.

* + - 1. A foreign supplier (natural person or legal entity) shall submit copies of documents issued by the relevant foreign institution (professional or activity managers, state-authorized institutions, as established in the supplier registration country) which confirm the right of the supplier to perform corresponding activity or declaration on oath evidencing the right to be engaged in relevant activities. The supplier shall have the right to perform these operation works of up to 10 kV voltage power supply networks and equipment: repair work of up to 10 kV voltage power supply networks and equipment, testing of up to 10 kV voltage power supply networks and equipment, technological management works and engineering supervision of up to 10 kV voltage power supply networks and equipment, operation works of up to 10 kV voltage power supply networks and equipment.

**Documents to be submitted:**

A supplier (natural person or legal entity) registered in the Republic of Lithuania shall submit a copy of valid certificate for operation of electrical equipment issued by the National Energy Regulatory Council of the Republic of Lithuania (before the 30 June 2019 the State Energy Inspectorate under the Ministry of Energy of the Republic of Lithuania), granting the right to perform specified operation works of power supply networks and equipment of up to 10 kV voltage.

A foreign supplier (natural person or legal entity) shall submit copies of documents issued by the relevant foreign institution (professional or activity managers, state-authorized institutions, as established in the supplier registration country) which confirm the right of the supplier to perform corresponding activity or declaration on oath evidencing the right to be engaged in relevant activities.

* + - 1. A supplier has the right to perform operation works of heat supply networks of up to 500 mm diameter: repair work of heat supply networks of up to 500 mm diameter, operation works of heat supply networks of up to 500 mm diameter, technological management works and engineering supervision of heat supply networks of up to 500 mm diameter in accordance with point 3 of the Procedure for Certification of Entities Authorized to Operate Power Equipment, as approved with the Order No. 1-274 as of 4 October 2010 by the Minister of Energy of the Republic of Lithuania.

**Documents to be submitted:**

A supplier (natural person or legal entity) registered in the Republic of Lithuania shall submit a copy of valid certificate for operation of heat equipment and turbines issued by the National Energy Regulatory Council of the Republic of Lithuania (before the 30 June 2019 the State Energy Inspectorate under the Ministry of Energy of the Republic of Lithuania) granting the right to perform specified works on operation works of heat supply networks of up to 500 mm diameter.

A foreign supplier (natural person or legal entity) shall submit copies of documents issued by the relevant foreign institution (professional or activity managers, state-authorized institutions, as established in the supplier registration country) which confirm the right of the supplier to perform corresponding activity or declaration on oath evidencing the right to be engaged in relevant activities.

* + - 1. The supplier shall have the right to perform the following operation works of up to 1.4 MPa heating equipment: repair work of up to 1.4 MPa heating equipment, operation works of up to 1.4 MPa heating equipment, technological management works and engineering supervision of up to 1.4 MPa heating equipment in accordance with point 3 of the Procedure for Certification of Entities Authorized to Operate Power Equipment, as approved with the Order No. 1-274 as of 4 October 2010 by the Minister of Energy of the Republic of Lithuania.

**Documents to be submitted:**

A supplier (natural person or legal entity) registered in the Republic of Lithuania shall submit a copy of valid certificate for operation of heat equipment and turbines issued by the National Energy Regulatory Council of the Republic of Lithuania (before the 30 June 2019 the State Energy Inspectorate under the Ministry of Energy of the Republic of Lithuania) granting the right to perform specified works on operation works of up to 1.4 MPa heating equipment.

A foreign supplier (natural person or legal entity) shall submit copies of documents issued by the relevant foreign institution (professional or activity managers, state-authorized institutions, as established in the supplier registration country) which confirm the right of the supplier to perform corresponding activity or declaration on oath evidencing the right to be engaged in relevant activities.

* + - 1. The supplier shall have the right to pursue the activity on construction of land reclamation structures in accordance with Part 3 of Article 8 of the Law on Land Reclamation of the Republic of Lithuania.

**Documents to be submitted:**

A supplier (natural person or legal entity) registered in the Republic of Lithuania shall submit a copy of valid certificate for land reclamation works issued by the Ministry of Agriculture of the Republic of Lithuania.

A foreign supplier (natural person or legal entity) shall submit copies of documents issued by the relevant foreign institution (professional or activity managers, state-authorized institutions, as established in the supplier registration country) which confirm the right of the supplier to perform corresponding activity or declaration on oath evidencing the right to be engaged in relevant activities.

* + 1. **Requirement for assessment of economic and financial conditions:**
			1. Average annual income from the whole activity of the supplier and if the economic entity was registered later or commenced its business later – from the date of registration or the commencement of business, should be at least EUR 15 000 000,00 for the last 3 financial years.

**Documents to be submitted:**

Package of financial statements of the supplier for the last 3 financial years with an auditor`s report (in cases when audit is done) or its extract, if in laws of the country of origin of the supplier it is required to publish the package of annual financial statements. If financial statement document has not yet been provided for in the Register of Legal Entities a set of financial statements signed by the supplier's manager and the supplier's chief accountant (accountant) or another person who can manage the supplier's accounting in accordance with legislation or an extract from it or a certificate of the received annual income from all activities shall be provided.

* + 1. **Requirement for technical and Professional capacity:**
			1. Average annual value of works on new construction and (or) reconstruction of at least one special non-residential building performed by the supplier within the last 5 years prior to the tender submission deadline shall be at least EUR 10 000 000,00 excluding VAT.

**Documents to be submitted:**

A list of works conducted in the last 5 years, prepared according to the form given in PD Part C, together with certificates from the clients (both public and private) evidencing adequate execution of main works and results.

* + - 1. The supplier has designed at least one special non-residential building during the last 3 years before the end of the proposal submission deadline, when the value of such a separate service is at least EUR 270000,00 excluding VAT.

**Documents to be submitted:**

A list of the main services provided in the last 3 years prepared according to the form provided in Part C of the PD, which indicates the total amounts of services, dates and names of clients (both public and private), together with certificates from the clients (both public and private) evidencing proper execution of main works and final results.

* + - 1. The supplier has an employee, working on the basis of employment or other contractual relations permitted by law or other legal acts, who has the right to hold the position of the Special Structure Project Manager and will take such position for the implementation of the Contract. Structures: non-residential buildings: administrative buildings, buildings for transport; garage buildings, warehouse buildings, other purpose buildings; Communications: roads[[4]](#footnote-4); Engineering networks: water supply networks, heat supply networks, wastewater removal networks, power supply networks; Hydrotechnical structures[[5]](#footnote-5); Other engineering structures[[6]](#footnote-6), structures of nuclear facilities. The specialist appointed to the position of the Special Structure Project Manager may also be appointed to the position of the Special Structure Project Part Manager, if the specialist meets the requirements for the position specified in item 14.1.3.4, however, the specialist is not allowed to hold more than 3 (three) positions[[7]](#footnote-7) – Project Manager and two Project Part Managers.

**Documents** **to be submitted**:

A copy of valid certificate issued by the State Enterprise the Center of Certification of Construction Products (from May 1 2022, the public institution Construction Sector Development Agency) or copy of document issued by the relevant foreign institution (professional or activity managers, state-authorized institutions, as established in the supplier registration country) giving the right to take the position of Special Structure Project Manager in specified fields of activity.

* + - 1. The supplier has an employees, working on the basis of employment or other contractual relations permitted by law or other legal acts, who have the right to hold the position of the Special Structure Project Part Managers and will take such position for the implementation of the Contract. The supplier can appoint the same specialist to several positions specified in items 14.1.3.4.1-14.1.3.4.7 and 14.1.3.3 if the specialist meets the requirements for those positions, but one specialist cannot be appointed for more than 3 (three) positions – more than three Project Part Manager positions or more than two Project Part Manager positions and one Project Manager position.
				1. Structures: non-residential buildings: administrative buildings, buildings for transport, garage buildings, warehouses, other buildings; structures of nuclear facilities. Project parts: site layout[[8]](#footnote-8); architecture; constructions; water supply and sewage removal; heating, ventilation and air conditioning; electrical engineering (up to 10 kV); electronic communications (telecommunications); security alarms; fire detection and alarm; process control and automation; fire safety.
				2. Structures: Transport and Communications: roads[[9]](#footnote-9); structures of nuclear facilities. Project part: communication.
				3. Structures: Engineering networks: water supply networks; structures of nuclear facilities. Project parts: fire safety.
				4. Structures: Engineering networks: water supply networks, wastewater removal networks; structures of nuclear facilities. Project part: water supply and wastewater removal.
				5. Structures: Engineering networks: heat supply networks; structures of nuclear facilities. Project part: heat supply.
				6. Structures: Hydrotechnical structures[[10]](#footnote-10); structures of nuclear facilities. Project part: constructions.
				7. Structures: Other engineering structures: engineering structures of other purposes[[11]](#footnote-11); structures of nuclear facilities. Project parts: site layout[[12]](#footnote-12), constructions, electrical engineering (up to 10 kV), electronic communications (telecommunications), and security alarms.

**Documents to be submitted:**

* + - 1. A copy of valid certificate issued by the State Enterprise the Centre of Certification of Construction Products (from May 1, 2022 the public institution Construction Sector Development Agency) or copy of document issued by the relevant foreign institution (professional or activity managers, state-authorized institutions, as established in the supplier registration country) giving the right to take the position of Special Structure Project Manager in specified fields of activity. The supplier has an employee, working on the basis of employment or other contractual relations permitted by law or other legal acts, who has the right to hold a position of the Land Reclamation Structures Project Manager and will take such position for the implementation of the Contract.

**Documents to be submitted:**

A copy of valid Qualification Certificate of Land Reclamation Structures Project Manager issued by the Ministry of Agriculture of the Republic of Lithuania or copy of document issued by the relevant foreign institution (professional or activity managers, state-authorized institutions, as established in the supplier registration country) giving the right to take the position in specified fields of activity.

* + - 1. The supplier has an employee, working on the basis of employment or other contractual relations permitted by law or other legal acts, who has the right to hold the position of the Special Structure Construction Manager and will take such position for the implementation of the Contract. Structures: non-residential buildings: administrative buildings, buildings for transport, garage buildings, warehouses, other buildings. Communications: roads[[13]](#footnote-13),Engineering networks: water supply networks, heating networks, wastewater removal networks, power supply networks; Hydrotechnical structures[[14]](#footnote-14); Other engineering structures: engineering structures of other purposes[[15]](#footnote-15), structures of nuclear facilities. The specialist appointed to the position of the Special Structure Construction Manager could also be appointed to the position of the Manager of Special Structure Construction Works, if the specialist meets the requirements for the position specified in item 14.1.3.7, however, the specialist is not allowed to hold more than 3 (three) positions – Construction Manager and two Managers of Special Structure Construction Works

**Documents to be submitted:**

A copy of valid certificate issued by the State Enterprise the Center of Certification of Construction Products (from May 1 2022, the public institution Construction Sector Development Agency) or copy of document issued by the relevant foreign institution (professional or activity managers, state-authorized institutions, as established in the supplier registration country) giving the right to take the position in specified fields of activity.

* + - 1. The supplier has an employees, working on the basis of employment or other contractual relations permitted by law or other legal acts, who have the right to hold the position of the Manager of Special Structure Construction Works and will take such position for the implementation of the Contract. The supplier can appoint the same specialist to several positions specified in items 14.1.3.7.1 – 14.1.3.7.4 and 14.1.3.6, if the specialist meets the requirements for those positions, but this specialist cannot be appointed to more than 3 (three) positions – more than three positions of Managers of Special Construction Works or more than two Managers of Special Construction Works and one Construction Manager position:
				1. Structures: non-residential buildings: administrative buildings, buildings for transport, garage buildings, warehouses, other buildings; structures of nuclear facilities. Field of activity: Installation of water supply and wastewater removal engineering systems; Installation of heating, ventilation, air conditioning engineering systems; Installation of remote communication (telecommunication) engineering systems; installation of process control and automation systems; installation of security alarm of the structure, fire safety (alarm);
				2. Structures: Engineering networks: water supply networks, wastewater removal networks; structures of nuclear facilities. Field of activity: Construction of water supply and wastewater removal networks.
				3. Structures: Engineering networks: heating networks; structures of nuclear facilities. Field of activity: installation of heat supply networks.
				4. Structures: Hydrotechnical structures[[16]](#footnote-16); structures of nuclear facilities. Field of activity: installation of wastewater removal engineering systems of the structure.

**Documents to be submitted:**

A copy of valid certificate issued by the State Enterprise the Center of Certification of Construction Products (from May 1 2022, the public institution Construction Sector Development Agency) or copy of document issued by the relevant foreign institution (professional or activity managers, state-authorized institutions, as established in the supplier registration country) giving the right to take the position in specified fields of activity.

* + - 1. The supplier has an employee, working on the basis of employment or other contractual relations permitted by law or other legal acts, who has the right to hold the position of the Land Reclamation Structure Construction Manager and will hold such position for the implementation of the Contract.

**Documents to be submitted:**

* 1. A copy of valid Qualification Certificate of Land Reclamation Structure Project Manager issued by the Ministry of Agriculture of the Republic of Lithuania or copy of document issued by the relevant foreign institution (professional or activity managers, state-authorized institutions, as established in the supplier registration country) giving the right to take the position in specified fields of activity. The contracting authority does not require the tenderer to provide documents which confirm its compliance with the qualification requirements, if the contracting authority:
		1. has the possibility to familiarise with such documents or information directly and free of charge by logging in to the national database in any member state or by using the CPP IS;
		2. has such documents from previous procurement procedures.
	2. **If the legal acts of the Republic of Lithuania establish that the tenderer of a foreign country (legal or natural person) and/or the specialists he employs shall obtain qualification approvals (certificates on right recognition) for the relevant activities in the Republic of Lithuania, such documents (certificates on right recognition) may be issued after the proposal submission deadline, but no later than before the date of conclusion of the procurement contract. To submit certificates on right recognition after the end of the proposal submission deadline, foreign tenderers must meet the following procedure conditions:**
		1. the foreign tenderer together with the proposal submits an evidence he has applied to the Public Institution Construction Sector Development Agency in accordance with the procedure established by legal acts for obtaining documents for the recognition of the right (regarding the recognition of the right to engage in relevant activity in the country of origin) (i.e. submit an application to the certifying organization together with the proposal) before the end of the proposal submission deadline. If the tenderer does not submit such documents his proposal will be considered as not meeting the requirements of point 19.24.5.
		2. Before determining the winning bid and requesting the tenderer who submitted the most economically advantageous bid to submit relevant documents confirming the absence of grounds for his exclusion and compliance with the qualification requirements, the tenderer must, among other things, submit qualification confirmation documents (certificate on right recognition) issued by the Public Institution Enterprise Construction Sector Development Agency. Certificates on right recognition must be submitted no later than within 90 calendar days from the date of request by the contracting authority.
		3. The contracting authority has the right to extend the deadline for submission of qualification confirmation documents for the foreign tenderer in Lithuania (certificate on right recognition), if:
			1. the tenderer, due to objective reasons beyond his control, cannot submit the documents within the specified;
			2. an inspection that has not yet been completed is carried out at the same time in accordance with the procedure established by the Law on the Protection of Important Objects for Ensuring the National Security of the Republic of Lithuania. In such a case, the term may be extended for the period until the verification of the compliance of the intended transaction with national security interests is completed.
	3. If laws of the Republic of Lithuania do not establish the procedure on right recognition, the foreign tenderer shall submit documents issued by the relevant foreign institution (professional or activity managers, state-authorized institutions, as established in the supplier registration country).
	4. The tenderer may rely on the capacity of other economic entities to meet the qualification requirements set forth in the Procurement Documents and may engage other economic entities which will fulfil corresponding obligations of the Contract regardless of the legal character of relationship with such economic entities. When the tenderer relies on the capacity of other economic entities, it must prove to the contracting authority in its proposal that the resources of the economic entity on whose capacity the tenderer is to relay when implementing the Contract will be available to the tenderer and the tenderer can actually have them in its disposition during the Contract. When education, professional qualification, professional experience, the fact of holding of a special permit or membership in certain organisations are relied on, the tenderer can rely on the capacity of other economic entities only in cases where such entities will fulfil the obligations that require the available capabilities themselves.
	5. Economic entities whose capabilities are to be relied upon by the tenderer and the members of a group of tenderers where a proposal is submitted by a group of tenderers, must meet the qualification requirements given the activity which will be carried out under the Contract. If such an economic entity fails to meet the qualification requirement, the contracting authority shall demand that the tenderer replace within a given period such economic entity by another one which meets the requirement.
	6. Members of a group of tenderers having submitted a joint proposal shall meet the qualification requirements jointly. Economic, financial, technical and professional capacity of the members of a group of tenderers shall be aggregated. It shall be deemed that a group of tenderers meets the requirement of having the right to conduct certain activity, if member/members of a group of tenderers which are to engage in respective activity meet such requirement during the contract.
	7. The contracting authority may request at any time of the procurement procedure that the tenderer provide all or part of documents which confirm compliance with the qualification requirements of the tenderer or the economic entity on whose capacity it relies, where this is necessary to ensure the appropriate performance of the procurement procedure.
	8. The contracting authority has the right to request that the tenderer provide original documents which prove compliance with the qualification requirements of the tenderer or the economic entity on whose capacity it relies.
	9. The contracting authority will consider that the tenderer does not have the required professional capacity (if such a requirement is raised), if it determines that the tenderer and/or its sub-supplier and/or economic entity, whose capacity the supplier relies on, has a conflict of interest that may negatively affect the performance of the Contract. A conflict of interest, which may negatively affect the performance of the procurement contract, must be understood as the one that may lead to biased, non-objective performance of the contract, lack of independence. The tenderers participating in this procurement cannot pose a threat to national security. The contracting authority will consider that the tenderer may negatively affect the performance of the procurement contract when the Government of the Republic of Lithuania has adopted a decision confirming that the intended contract does not meet the interests of national security in accordance with the Law on the Protection of Important Objects for National Security.
	10. The contracting authority will consider that the tenderer have interests that could pose a threat to national security and tenderers, their subcontractors or economic entities whose capacity is relied upon, who themselves or their controlling persons (if the tenderer, its subcontractor, economic entity whose capacity is relied upon, or the controlling person is a natural person - permanently residing or having citizenship) are registered in countries or territories specified in the list of countries or territories approved by the Government of the Republic of Lithuania are prohibited from participating in the procurement as such tenderers, their subcontractors or economic entities whose capacity is relied upon, manufacturers, technical and software support and supervision providing persons or their controlling persons are considered unreliable.

## Requirements for a Quality Management System

* 1. Tenderers must respect the following standards for a quality management system:
		1. Requirement regarding the observance of the standards of quality management system:

The supplier involved with designing and building the constructions and (or) structures, systems and (or) components, or installing facilities belonging to 3, 4\* safety class according to items 6.2.1, 6.2.2 of the Preliminary Safety Analysis Report“ Project B25-1 – Near Surface Repository for Low- and Intermediate-level Short-lived Radioactive Waste (Design)” No. B25-1/S/14-1129.9.12/PSAR-DR/R:3 shall have implemented and applicable quality management system in accordance with ISO 9001:2015 or equivalent standard.

**Documents to be submitted:**

A copy of valid certificate, issued by an independent certification institution (accredited certifying institution), confirming that the supplier has implemented and applies a quality management system in accordance with ISO 9001:2015 or an equivalent standard or other equivalent document. A standard that sets requirements no lower than those of the EN ISO 9001:2015 standard is considered equivalent.

* 1. The contracting authority does not demand that the tenderer furnish documents which confirm the compliance with the standards of the specified management systems, if it:
		1. has the possibility to familiarise with such documents or information directly and free of charge by logging in to the national database in any member state or by using the CPP IS;
		2. has such documents from previous procurement procedures.
	2. It shall be deemed that a group of tenderers meets the requirements for management system, if such requirement is complied with by the member(s) of the group of tenderers which will implement the contract or part of the contract the implementation of which requires the application of a quality management system.
	3. All subcontractors to be engaged by the tenderer which will implement the contract or part thereof shall meet the requirements regarding the quality management system.
	4. The contracting authority may at any time of the procurement procedure request that the tenderer provide documents which prove the compliance with the standards of the specified quality management systems if this is necessary to ensure appropriate performance of the procurement procedure.
	5. The contracting authority has the right to demand that the tenderers provide original documents proving the compliance with the standards of the specified quality management systems.

## Additional Information before the Deadline for the Submission of Proposals

* 1. CPP IS tools to be used for communication and exchange of information between the contracting authority and the tenderer before signing the contract with the winner.
	2. The tenderers have the right to pose questions to the contracting authority and to ask for explanations. Questions must be provided using the CPP IS only within the timeframe specified in the PD.
	3. The contracting authority has the right to provide explanations (clarifications) of the PD on its own initiative before the deadline for the submission of proposals. Where the announced information is adjusted, the announcement shall be adjusted accordingly and, where needed, the deadline for the submission of proposals shall be extended for a period which meets the criterion of reasonableness within which tenderers could take into consideration the adjustments for the preparation of their proposals. When other information of the PD which was not announced is adjusted, the contracting authority will publish it additionally on the CPP IS.
	4. Questions and answers and the explanations (clarifications) of the PD prepared by the contracting authority on its own initiative shall be in the Lithuanian language. In case where the PD are prepared additionally in languages other than the Lithuanian language, questions and responses as well as explanations (adjustments) of the PD shall be prepared in the languages in which the procurement documents are additionally prepared.
	5. The tenderers are allowed to visit the future construction site. The construction site is indicated on the maps provided in Part E of the PD or can be found by using the following link: <https://regia.lt/map/visagino?x=661747&y=6164826&scale=10000&identify=true&sluo_id=22>. Participation of INPP representatives is not planned during such a visit..

## Editing and Withdrawal of Proposals

* 1. It is not allowed to withdraw proposals in the period from the deadline for the submission of proposals to the end of validity of the proposals. If the tenderer withdraws (refuses) he loses the tender guarantee. If the tenderer refuses the proposal due to illegal reasons during its validity period, the contracting authority reserves the right to demand compensation for other losses that are not covered by the tender guarantee provided by the tenderer. The contracting authority reserves the right to claim, among other things, damages based on replacement transaction rule (Part 5 of Article 6.258 of the Civil Code) and based on the decision of the Supreme Court of Lithuania as of 19 March 2020 in civil case No. e3K-3-67-248/2020 and practices formed during previous cassation court cases regarding the pre-contractual civil liability of the tenderer in the public procurement.
	2. A proposal submitted before the proposals submission deadline may be withdrawn and edited. The updated proposal should be resubmitted, and during the familiarisation with the proposals, the final provided version will be familiarised with.

## Proposals opening session

* 1. Proposals opening session will take place in a meeting of the Public Procurement Commission (hereinafter referred to as the “Commission”) which will be held at the time specified in the PD.
	2. Tenderers shall not take part in the Commission’s meetings in which the Commission will familiarise itself with the proposals submitted by electronic means and procedures of examination, evaluation and comparison will be conducted.
	3. The contracting authority plans to invite observers to the commission meetings where submitted proposals are examined, evaluated and compared. The observers will be able to familiarize with all the information provided in the tenderer’s proposals, but will not evaluate the proposals and will not have a vote in making decisions about the proposal’s compliance with PD requirements.

## Examination, Evaluation, Comparison of Proposals and Determination of the Successful Tenderer

* 1. The Commission shall assess the compliance of the proposals with the PD requirements and shall determine the most economically advantageous proposal (the successful tenderer).
	2. A proposal shall be deemed as meeting the PD requirements, if it meets all the conditions, requirements and criteria set forth in the PD.
	3. The Commission can refuse to assess the entire proposal of a tender, if having checked part of the proposal, it identifies that the proposal must be rejected in accordance with the PD requirements.
	4. If a tenderer provides inaccurate, incomplete or erroneous documents or data about the compliance with the PD requirements or such documents or data are missing, the Commission, without prejudice to the principles of equal rights and transparency, shall request that the tenderer specify, supplement or explain such documents or data within the given reasonable timeframe which shall not be less than 3 business days from the date of dispatch of the request from the contracting authority. Documents or data that can be specified, supplemented, explained or furnished newly shall only be related to the absence of the grounds for exclusion of tenderers, compliance with the qualification requirements, conformity with the standards of and quality management system and environmental protection management system if such are required a joint activity agreement, a document or documents confirming the Tender Guarantee, i.e. not related to the object of procurement, its technical characteristics, terms and conditions of the implementation of contract or the proposal price, unless otherwise provided by law and/or applicable practice.
	5. When asking the tenderer to adjust, supplement or explain its proposal the Commission cannot request, suggest or allow the tenderer to change its proposal substantively – change the price or make any other modifications which would turn a proposal which does not meet the PD requirements into the one which meets them.
	6. During the evaluation of the proposals, the Commission and tenderers communicate solely using the CPP IS.
	7. Firstly, the Commission shall verify, whether all proposals meet the requirements for the submission of proposals.
	8. The Commission shall assess information provided in the ESPD of every tenderer and shall take a decision on compliance with the PD requirements of the tenderer which submitted a proposal. The Commission shall notify every tenderer of the results of such verification within 3 business days in writing along with justification of the adopted decisions. The right to participate in further procurement procedures is granted only to those tenderers which meet the requirements of the contracting authority.
	9. If a tenderer’s qualification regarding certain activity was not verified or was verified not in full scope, the tenderer shall undertake the obligation that the Contract will be performed solely by the persons, which have such right.
	10. The Commission shall verify, whether the proposals of the tenderers, which provided appropriate ESPD were drawn up in accordance with the PD requirements and whether the proposals of tenderers meet the requirements laid down in the technical task.
	11. Proposals which meet the requirements set forth in the technical task shall be evaluated based on the price.
	12. Prices specified in the proposals shall be assessed in euros. If prices in the proposals are given in a foreign currency, they will be converted into euros according to the reference exchange rate of the euro against foreign currency announced by the European Central Bank, and in cases, where the European Central Bank does not announce the reference exchange rate of the euro against foreign currency– on the basis of the reference exchange rate of the euro against foreign currency announced by the Bank of Lithuania on the last date of the period given for the submission of proposals.
	13. If a tenderer fails to include value added tax (VAT) in his proposal price because based on the applicable legal acts the obligation to calculate and pay VAT is imposed on the contracting authority, to ensure observance of the public procurements principles and for the purpose of comparing proposals, the Commission shall add the amount of VAT to the total proposal price excl. VAT of the tenderer which would be constituted by the costs of the contracting authority incurred by paying VAT for the products which are subject to the VAT rate established in the Republic of Lithuania Law on Value Added Tax. In such a case, the price calculated by the Commission will be compared to the proposal prices of other tenderers. If a tenderer which did not include VAT in its proposal price (since the obligation to calculate and pay VAT is imposed on the contracting authority) becomes the successful tenderer and a Contract is signed with him, the Contract price shall be the price offered by the tenderer excl. VAT.
	14. Where the proposal price indicated in digits is different from the price in words, the correct price is to be considered the price in words.
	15. Having identified mistakes of calculation of the proposal price, the Commission shall request that the tenderer correct arithmetic errors in the proposal within a reasonable period specified by the Commission, without altering the price announced during the familiarisation with the proposals procedure. In correcting arithmetic errors found in the proposal, the tenderer shall have the right to correct the constituent parts of the price, but it shall not be entitled eliminate constituent parts of the price or increase the price with new constituent parts.
	16. If the price offered by the tenderer is too high and unacceptable to the contracting authority, and the contracting authority has not specified the amount of funds allocated for the procurement in the procurement documents, the bid being checked and other bids following it in the bid queue cannot be determined as winners. The amount of funds allocated for the procurement, determined and recorded in the documents prepared by the contracting authority before starting the procurement procedures, may be changed when it is not specified in the PD, the price indicated in the most economically advantageous proposal for the contracting authority is acceptable and the contracting authority can justify the acceptability and compatibility of this price with the principle of rational use of funds.
	17. When the proposal contains an abnormally low price, the Commission shall request that the tenderer provide justification for the abnormally low proposal price including the justification of the constituent elements of the price. An abnormally low price of the proposal means the price indicated in the tenderer’s proposal is 30 per cent (or more) lower than the arithmetic mean of prices of other tenderers whose proposals were not rejected.
	18. The tenderer whose proposal based on evaluation results may be considered successful tenderer (before the ranking sequence of the proposals is established), upon the request of the Commission, shall provide relevant documents which confirm the absence of the grounds for exclusion of the tenderer or economic entities specified in its proposal and compliance with the qualification requirements.
	19. The Commission shall check whether all required documents and information which proves the absence of the grounds for exclusion of the tenderer which might be considered the successful tenderer and its compliance with the qualification requirements. When evaluating the monetary values specified in the documents, if they are indicated in currency other than the euro, they will be recalculated in euros according to the reference exchange rate of the euro against foreign currency announced by the European Central Bank, and in cases, where the European Central Bank does not announce the reference exchange rate of the euro against foreign currency – on the basis of reference exchange rate of the euro against foreign currency announced by the Bank of Lithuania on the last date of the period given for the submission of proposals.
	20. The Commission shall determine whether there are no grounds for exclusion of the tenderer whose proposal might be considered the successful one, and whether the tenderer meets the qualification requirements and adopts a corresponding decision.
	21. When comparing the proposals, the Commission shall set the ranking of proposals. The ranking of proposals shall be established in the decreasing order of the proposal price. No ranking of proposals is established when only one tender proposal is submitted. The first place in the ranking shall be given to the lowest price proposal. If the proposals have the same price, the priority in the ranking is given to the tenderer whose proposal was submitted first.
	22. The contracting authority shall notify the interested tenderers (if their proposal was rejected) of the reasons for the rejection of the proposal and shall notify of the decision to identify the successful proposal on which a Contract is to be signed, indicate the ranking of proposals, the successful tenderer, the characteristics including the price of the successful proposal and the exact standstill period in writing no later than within 5 business days. If applicable, the contracting authority shall also specify the reasons for which the decision was made not to sign a Contract.
	23. No later than 6 months after the signing of the Contract, the interested stakeholders may request that the contracting authority familiarise them with the proposal of the successful tenderer, however, no information which was specified by the tenderers or participants as confidential can be disclosed.
	24. The Commission determines the successful proposal where all the following conditions are met:
		1. the proposal meets the requirements, terms and conditions and the criteria set in the announcement of the procurement and the PD;
		2. there are no grounds for the exclusion of the tenderer which submitted a proposal as set in the PD;
		3. the tenderer having submitted the proposal meets the qualification requirements of the PD;
		4. the tenderer having submitted the proposal meets the qualification requirements on the quality management system as set in the PD;
		5. the tenderer having submitted the proposal provided the required documents, adjusted, supplemented and explained information at the request of the Commission within the given timeframe;
		6. the proposed price in the proposal is not too high or unacceptable for the contracting authority;
		7. the tenderer has provided all appropriate evidence to justify the abnormally low price of the proposal.
	25. If the proposal of a tenderer fails to meet at least one of the conditions which must be met by the successful proposal, such proposal shall be rejected.
	26. The contracting authority rejects the tenderer’s proposal if:
		1. the supplier, its subcontractor, the entities whose capacities are relied upon, the manufacturer of the goods offered by the supplier (including their components) or controlling them persons are legal entities registered in the countries or territories specified in the list of the countries or territories approved by the Government of the Republic of Lithuania to which related tenders are subject to the application of proposal rejection provisions;
		2. the supplier, its subcontractor, the entities whose capacities are relied upon, the manufacturer of the goods offered by the supplier (including their components) or controlling them persons are natural persons permanently residing in the countries or territories specified in the list of the countries or territories approved by the Government of the Republic of Lithuania to which related tenders are subject to the application of proposal rejection provisions, having the nationality of mentioned countries;
		3. the origin of the goods (including their components) is or the services are provided from the countries or territories specified in the list of countries or territories approved by the Government of the Republic of Lithuania to which related tenders are subject to the application of proposal rejection provisions;
		4. the Government of the Republic of Lithuania, in accordance with the criteria established in the Law on the Protection of Objects Important for Ensuring National Security, has adopted a decision confirming that the entities specified in subpoints 19.26.1 and 19.26.2 of this paragraph or the agreement with them which is intended to be concluded (or concluded) do not meet national security interests;
		5. the contracting authority has information from the competent authorities that the entities referred to in subpoints 19.26.1 and 19.26.2 of this point have interests which may pose a threat to national security;
		6. the supplier, its subcontractor or entity whose capacities are relied upon, when such subcontractor or entities account for at least 10 (ten) percent of the value of the procurement contract, is a Russian Federation citizen, natural or legal person, entity or organization established in Russian Federation;
		7. the supplier, its subcontractor or entity whose capacities are relied upon, when such subcontractors or entities account for at least 10 (ten) percent of the value of the procurement contract, is a legal person, entity or organization in which more than 50 (fifty) percent of ownership rights directly or indirectly belongs to the entity specified in subpoint 19.26.1 of this point;
		8. the supplier, its subcontractor or entity whose capacities are relied upon, when such subcontractors or entities account for at least 10 (ten) percent of the value of the procurement contract, is a natural or legal person, entity or organization operating in subpoints 19.26.1 or 19.26.2 of this point on behalf of or at the direction of the specified entity;
	27. If an inspection will be carried out during the procurement in accordance with the procedure established by the Law on the Protection of Important Objects for Ensuring the National Security of the Republic of Lithuania, the supplier will have to provide the contracting authority and/or competent authorities with the documents required for such an inspection in the manner specified by them. The supplier assumes full responsibility for the compliance of such provided data and submission of them with personal data protection requirements.

## Signing of the Contract and Performance Guarantee

* 1. A contract may be signed immediately after the end of the standstill period of 10 calendar days which starts from the date of dispatch of notification about the decision to identify the successful tender with which a contract will be signed by the contracting authority. No standstill period shall apply when the only tenderer is the one with whom the contract is to be signed and there are no interested tenderers.
	2. No contract can be signed if:
		1. such a transaction is prohibited by the directly applicable legal acts of the European Union establishing international sanctions (e.g., Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia’s actions destabilizing the situation in Ukraine, Council Regulation (EU) No. 269/2014 of 17 March 2014 on restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine, etc.;
		2. a decision is adopted in accordance with the procedure established in the Law on the Protection of Objects Important for Ensuring National Security stating that the contract which is intended to be signed fails to meet the national security interests.
	3. The contract shall be drawn up based on a draft contract provided in Part B of the PD. The first signatory of the Contract is the contracting authority. The successful tenderer is invited in writing to sign the contract and the contract copy signed by the contracting authority is sent to the successful tenderer. The latter shall sign the Contract within the timeframe set by the contracting authority, shall indicate the date of signing and shall return the signed Contract to the contracting authority, at the same time submitting the Agreement Performance Guarantee in a paper format or with a qualified electronic signature of the legal entity which issued the guarantee.
	4. The contracting authority shall verify, whether the performance guarantee provided by the tenderer is appropriate. The contracting authority shall notify in writing the successful tenderer of the appropriateness/inappropriateness of the performance guarantee provided by him no later than within 3 business days from the date of receipt of the Agreement Performance Guarantee. If the successful tenderer provides an inappropriate performance guarantee, the contracting authority shall give a reasonable period for removal of the defects from the performance guarantee.
	5. If the tenderer fails to sign the Contract or provide an appropriate performance guarantee within the timeframe given by the contracting authority or refuses in writing to sign it or the tenderer refuses to sign a Contract under the terms and conditions set in the PD, it shall be deemed as refusal to sign a contract and such contract shall not enter into force and the contracting authority in such case shall have the right to use the provided performance guarantee. In such case the contracting authority draws up a new contract and offers to sign it to the tenderer whose proposal was the first in the ranking list after the tenderer who refused to sign the contract.
	6. To secure the performance of the Contract an irrevocable, first demand and unconditional bank or credit union guarantee must be provided, or an irrevocable, first demand and unconditional performance guarantee letter from the insurance company. The performance of the contract must be guaranteed by an entity that, on the date of issuing the guarantee or surety letter, has at least an investment grade rating approved by at least one international rating agency (for example, not lower than: Standard & Poor’s – “A”, Fitch – “A”, Moody’s – “A3” or equivalent). The rating must be met by the bank, credit union or insurance company that issued the performance guarantee, or by a group of companies to which the bank, credit union or insurance company belongs. Together with the surety letter from the insurance company, the surety insurance certificate (policy) and a copy of the tax order confirming the payment of the insurance policy must be submitted. The amount of the performance guarantee is the amount indicated in the Annex No. 1 to the Proposal provided in Part C of the PD. The performance guarantee shall be submitted according to the Tender Guarantee forms set out in Part D of these documents. The requirements for guaranteeing the performance of the contract are an essential condition of the contract and the obligation to provide a guarantee of the performance of the contract that meets these requirements is the supplier’s responsibility.
	7. Before submitting a performance guarantee, the successful tenderer may request that the contracting authority confirm that it agrees to accept the provided performance guarantee. In such case, the contracting authority shall respond no later than within 3 business days from the date of receipt of the request. Such confirmation from the contracting authority does not remove the right to reject the performance guarantee upon receipt of information that the economic entity which ensures the performance of the Contract has become insolvent or failed to fulfil obligations to the contracting authority or other economic entities or fulfilled them inappropriately.
	8. The terms and conditions of the Contract may not be amended during the Contract performance except for conditions which would not violate the requirements established in Article 89 of the Law on Public Procurement. An amendment of contractual conditions in the circumstances provided for in it will not be considered as a change of the conditions of the Contract.
	9. In cases where a subcontractor expresses the wish to use the possibility of direct settlement with the contracting authority, a trilateral agreement will be signed between the contracting authority, the tenderer having signed the Contract and its subcontractor which shall describe the procedure of direct settlement with the subcontractor, given the requirements set in the PD and the subcontractor agreement and providing the tenderer with the right to object to unjustified payments.
	10. The contracting authority may decide not to sign a Contract with the successful tenderer, if it is discovered that the proposal fails to meet the environmental, social and labour law obligations established in the European Union and national law, collective agreements and international conventions specified in the Law on Public Procurement.

## Termination of the Procurement Procedure

* 1. The contracting authority has the right to terminate the procurement procedures on its own initiative at any time before the conclusion of the Contract, if any circumstances emerge which could not be foreseen and the contracting authority must terminate the procurement procedure, if the principles set forth in the Law on Public Procurement were breached and the respective situation cannot be remedied.
	2. Having terminated the procurement procedure, the contracting authority shall notify all tenderers thereof.

## Complaint Examination Procedure

* 1. Tenderers have the right to complain to the contracting authority before the conclusion of the Contract:
		1. within 10 calendar days from the date of dispatch of the notification of the contracting authority in writing on the adopted decision to the tenderers;
		2. within 10 calendar days from the date of announcement of the decision adopted by the contracting authority, when there is not requirement to notify the tenderers in writing of the decisions adopted by the contracting authority;
		3. having received a complaint, the contracting authority shall immediately suspend the procurement procedure until such complaint is examined and a decision is adopted. The contracting authority cannot sign a Contract any earlier than 10 calendar days after the date of dispatch of its written notification on the adopted decision to the tenderer which made a complaint, to the interested tenderers and interested stakeholders;
		4. the contracting authority must examine the complaint, adopt a motivated decision and notify in writing the tenderer which made it and other interested tenderer thereof as well as of the change of the initially announced deadlines of the procurement procedure no later than within 6 business days from the date of receipt of the complaint.
	2. The right to contest the actions or adopted decisions of the contracting authority is established in Chapter VII of the Law on Public Procurement.

# DRAFT PUBLIC PROCUREMENT CONTRACT

**Contract Agreement**

No.

(date)

(place)

**This Contract** is made between,

**On the one hand, State Enterprise Ignalina Nuclear Power Plant**, legal entity code 255450080, VAT payer code LT 554500811, whose registered address is Elektrinės str. 4, K 47, Drūkšinių village, 31152 Visaginas Municipality, represented by the Director General, [insert text] , acting in accordance with the Articles of Association of the Company, hereinafter referred to as the „**Employer**“,

 and

on the other hand, *{Name of the contractor, legal entity code, VAT payer code, address, name of the representative. In the case of a group of economic operators operating on the basis of a joint venture agreement, indicate the economic operators, the relevant details of each of these entities, the name of the responsible partner and the position of the person representing that partner},* hereinafter referred to as the „**Contractor**“,

together referred to as the „P**arties**“, each individually may be referred to as a „**Party**“.

**Whereas** the Employer desires to employ the Contractor to perform the Works called “Construction of the INPP Near Surface Repository for Low- and Intermediate-Level Short-Lived Radioactive Waste (Construction Stages I/A, II/A) and Design, Construction and Connection of the External Rainwater Drainage Networks to the INPP Infrastructure“, and accepts the Contractor’s Proposal to perform the Works and to complete these Works as well as to correct any defects thereof,

**now therefore the Employer and the Contractor hereto hereby agree as follows**:

1. The terms and conditions of the Contract have the same meaning as set out in the Special and General Terms and Conditions (hereinafter referred to as the **“Terms and Conditions”**). The terms and conditions of the Contract may be changed within the term of the Contract in accordance with the provisions of the Law on Public Procurement of the Republic of Lithuania and the conditions of the Contract.
2. The Contract shall be deemed to consist of the documents listed below, which together constitute the Contract concluded between the Employer and the Contractor and which are assessed and interpreted as parts of the Contract. Throughout these documents, the term “Contract” is interpreted accordingly:
	1. This Contract;
	2. Explanations (clarifications) to the Procurement Documents [if any], \_\_\_\_\_pages,
	3. Special Terms and Conditions of the Contract and Proposal Annex No. 1;
	4. General Terms and Conditions of the Contract;
	5. Technical Task;
	6. Technical Design, provided on electronic medium;
	7. Other Procurement Documents with all Annexes;
	8. Annexes:
		1. Annex No. 1 Payment Schedule;
		2. Annex No. 2 Schedules of Rates and/or Prices (Bills);
		3. Annex No. 3 Contract Performance Guarantee Form;
		4. Annex No. 4 The List of Subsuppliers, Subcontractors, Specialists and Experts herein after in the Contract referred to as the Annex No. 4 The List of Subcontractors;
		5. Annex No. 5 Form of Tripartite Settlement Agreement.
	9. The Tender Proposal and other related documents, Proposal explanations, clarifications, provided on the electronic medium (with all appendices, except for those above in the list).
3. The documents constituting the Contract shall be deemed to explain each other. Each subsequent document has a lower legal force than the document before it. In case of doubt or disagreement, they shall follow the order set out in clause 2.
4. This Contract constitutes the entire agreement and understanding between the Parties and supersedes all prior oral or written agreements and representations made through negligence or willful misconduct at any time prior to the signing of this Contract that are not expressly included in the terms of this Contract.
5. By concluding this Contract, the Contractor confirms that he has examined and understood and checked the documents listed in clause 2 above and has ascertained that they are free from errors or other deficiencies.
6. The Contractor undertakes, in accordance with the terms of the Contract, to perform and complete the Works under the Contract within a period of 1650 days from the date of commencement of works determined by the Engineer in writing in accordance with the terms of the Contract and to eliminate all defects within the Defect Notification Period.
7. The accepted Contract amount for the Works is the amount specified below in this clause under the terms of the DDP at the Construction Site (according to Incoterms 2022), excluding 21 % VAT, but including all other taxes, duties, fees, etc. If certain actions or works are required for the proper performance of the Contract, but they are not specifically mentioned in the Contract documents, the Contractor shall be deemed to have included the Costs and Profits of these works and actions in the Accepted Contract Amount specified in this clause:

|  |  |
| --- | --- |
| Accepted Contract Amount EUR excluding VAT | *(indicate the amount in figures)*  *(indicate the amount in words)* |
| VAT (*insert tariff*) % | *(indicate the amount in figures)*  *(indicate the amount in words)* |
| **Total for Works, EUR (Accepted Contract Amount EUR exc. VAT+VAT EUR)** | *(indicate the amount in figures)*  *(indicate the amount in words)* |

1. The Contractor declares that he has analysed the Technical Task, the terms of the Contract and all other documents that constitute the Contract, and has included all costs and profits for construction and completion of the Object and proper fulfilment of other obligations following the provisions of the Contract and the Law to the Accepted Contract Amount specified in Clause 7 of this Contract. The Accepted Contract Amount must include all works described in the procurement conditions and other works not described in the procurement conditions or not specifically specified in the bills of quantities, but reasonably foreseeable and necessary to perform contractual design works, construction works, to obtain the certificate on completion as well as to eliminate the defects during the Defect Notification Period. The Accepted Contract Amount is fixed and the Contractor shall not have the right to increase it or the Employer to reduce it, except in cases covered by the Contract due to change of Law pursuant to Clause 13.7 [Amendments to Law], price change pursuant to Clause 13.8 [Amendments due to Contract amount change] or when other terms of the Contract are changed resulting in the change of the price for services or works according to the Contract.
2. The Contract amount will be paid in parts in accordance with the Payment Schedule in Annex 1. The Employer will pay by transactions to the bank account specified by the Contractor:

Account holder:

Company code:

VAT payer code:

Account number:

Bank name:

Bank address:

Bank code:

SWIFT:

1. Payment shall be deemed to have been made on the day when the Employer or the relevant institution when a transaction to the Contractor’s account specified in Clause 9of the Contract was made.
2. The following Annexes to the Contract are an integral part of the Contract:

Annex No. 1 Payment Schedule

Annex No. 2 Schedules of Rates and/or Prices (Bills);

Annex No. 3 Contract Performance Guarantee Form;

Annex No. 4 List of Subcontractors;

Annex No. 5 Form of Tripartite Settlement Agreement.

1. Within 28 (twenty eight) days after signing the Contract the Contractor shall provide the Employer with (i) duly certified copies of documents confirming the conclusion of the required insurance contracts in accordance with Article 18 of the Special Terms and Conditions of Contract [*Insurance*], as well as duly certified copies of payment orders confirming the payment of the insurance tax, (ii) the document evidencing about the VAT payer registration in the Republic of Lithuania and (iii) a valid certified copy issued by an authorized institution of the Republic of Lithuania, entitling the Contractor to perform the activities specified in the Contract in the environment of ionizing radiation at the nuclear power facility.
2. The document issued by the authorized institution of the Republic of Lithuania (duly certified copy) entitling the Contractor to perform the activities specified in the Contract in the environment of ionizing radiation at a nuclear power facility must be valid for the entire period of validity of the Contract.
3. By signing this Contract, the parties confirm that they are duly acquainted with the terms of the Contract in accordance with the Terms and Conditions of the *Contract for construction and engineering works designed by the Customer under the* *Fédération Internationale des Ingénieurs-Conseils* (FIDIC) (published first edition in 1999 in English and the second revised edition in Lithuanian in 2009, ISBN 978-9986-687-18-4), understood their contents and their consequences and fully agrees with them.
4. If the addresses of the parties to the Contract, bank account details, legal entity or VAT payer codes and/or other important data that may affect the proper performance of the Contract change, the parties must inform each other in writing within 3 (three) business days. A party who fails to comply with these requirements may not make a claim on the grounds that the actions of the other party, performed according to the latest requisites known to it or other available information, do not comply with the terms of the Contract. If the details of a party change and the other party is duly informed thereof, an amendment to the Contract shall be signed.
5. The effective date of the contract is the day when the Customer sends a notification to the Contractor that the provided Performance Guarantee is acceptable. This Contract shall remain in force until all parties have duly fulfilled their obligations under the Contract.
6. This Contract is made in the Lithuanian language in two copies for each party, each of the copies, signed by both parties, shall be considered the original and shall have equal legal force. One copy of the Contract described in this paragraph shall be served on. If the Contract is concluded with a foreign contractor, the Contract or only parts thereof may be translated into English by agreements of the parties, with translation and all related services paid for by the Contractor. In case of discrepancies or contradictions, the Lithuanian text shall prevail.

| **DETAILS OF THE PARTIES:** |
| --- |

|  |  |  |
| --- | --- | --- |
|  | **Employer:** | **Contractor:** |
| Company name |  |  |
| Company address |  |  |
| Telephone |  |  |
| Company code |  |  |
| VAT payer code |  |  |
| Company registration date |  |  |
| **BANK REQUISITES:** |
|  | **Employer:** | **Contractor:** |
| Account No. |  |  |
| Bank name |  |  |
| Bank address |  |  |
| Bank code |  |  |
| SWIFT |  |  |

The Parties hereby confirm that they have read the Contract, understood its content and consequences, accepted it as meeting their objectives and signed it on the following date:

|  |  |  |
| --- | --- | --- |
|  | **Employer** | **Contractor** |
| Employer‘s representative name, surname: |  |  |
| Position: |  |  |
| Signature: |  |  |
| Date: |  |  |

|  |
| --- |
| **Annex No. 1 Payment Schedule** |
|  | **Stage**  | **value, % excluding VAT** | **value, % excluding VAT** |
|  | **IA construction stage** |  |  |
|  | **Funds for allocation** |  |  |
| **1** | **Design (7) Construction and Connection of External Rainwater Drainage Networks to the Infrastructure** | **0.570** | **0.570** |
| **2** | **Detailed Design for I/A and II/A stages (6)** | **3.475** | **3.475** |
| 2.1 | Payment upon receipt of a positive expertise report of the structural part of the Detailed Design  | 0.521 |  |
| 2.2 | Payment after coordination of all 0 revision parts with the Employer | 2.606 |  |
| 2.3 | Final payment after provision of Detailed Design with “As built” stamp to the Employer | 0.348 |  |
| **3** | **Vertical site planning and all other preparatory works:** |  | **13.893** |
| 3.1 | Land reclamation works | 0.599 |  |
| 3.2 | Site preparation (Stump clearing, cutting of bushes and trees, felling and waste removal, vertical planning and all other preparatory works) | 0.495 |  |
| 3.3 | Excavation and removal of the soil not suitable for construction according to TD, site planning, additional engineering geological and geotechnical (EGG) investigations (if required) | 1.679 |  |
| 3.4 | Delivered soil 40000 m3, including transportation, grading and compaction (including all necessary tests) | 1.027 |  |
| 3.5 | Delivered soil 40000 m3, including transportation, grading and compaction (including all necessary tests) | 1.027 |  |
| 3.6 | Delivered soil 40000 m3, including transportation, grading and compaction (including all necessary tests) | 1.027 |  |
| 3.7 | Delivered soil 40000 m3, including transportation, grading and compaction (including all necessary tests) | 1.027 |  |
| 3.8 | Delivered soil 40000 m3, including transportation, grading and compaction (including all necessary tests) | 1.027 |  |
| 3.9 | Delivered soil 40000 m3, including transportation, grading and compaction (including all necessary tests) | 1.027 |  |
| 3.10 | Delivered soil 40000 m3, including transportation, grading and compaction (including all necessary tests) | 1.027 |  |
| 3.11 | Delivered soil 40000 m3, including transportation, grading and compaction (including all necessary tests) | 1.027 |  |
| 3.12 | Delivered soil 40000 m3, including transportation, grading and compaction (including all necessary tests) | 1.027 |  |
| 3.13 | Delivered soil 40000 m3, including transportation, grading and compaction (including all necessary tests) | 1.027 |  |
| 3.14 | Final payment after completion of all works of the stage | 0.850 |  |
| **4** | **Construction of vault group No. 1, (stat. 01/1-1 + 01/1-12), with appurtenance:** |  | **16.636** |
| 4.1 | Earth works **(1)**, foundations (vaults 01/1-1 +01/1-6) **(3.1)**, water monitoring, geodetic benchmarks | 1.631 |  |
| 4.2 | Earth works **(1)**, foundations (vaults 01/1-7 +01/1-12) **(3.1)**, water monitoring, geodetic benchmarks | 1.631 |  |
| 4.3 | Erection of walls, vaults (01/1-1^01/1-4) **(3.3)** | 1.651 |  |
| 4.4 | Erection of walls, vaults (01/1-5^01/1-8) **(3.3)** | 1.651 |  |
| 4.5 | Erection of walls, vaults (01/1-9^01/1-12) **(3.3)** | 1.651 |  |
| 4.6 | Temporary roof segments, assembly and mounting over the vaults, (vaults 01/1-1 **+** 01/1-4) **(3.7)** | 1.221 |  |
| 4.7 | Temporary roof segments, assembly and mounting over the vaults, (vaults 01/1-5 ^01/1-8) **(3.7)** | 1.221 |  |
| 4.8 | Temporary roof segments, assembly and mounting over the vaults, (vaults 01/1-9 **+** 01/1-12) **(3.7)** | 1.221 |  |
| 4.9 | Installation of crane runways **(3.8)** | 0.769 |  |
| 4.10 | Technological facilities (1 gantry crane, 1 traverse, mobile shelter, vault concreting system) mounting and individual testing | 1.707 |  |
| 4.11 | Technological facilities (1 gantry crane, 1 traverse, mobile shelter), mounting and individual testing | 1.194 |  |
| 4.12 | Final payment after completion of all works of the stage | 1.088 |  |
| **5** | **Construction of building 02, with appurtenance:** |  | **3.162** |
| 5.1 | Earth works **(1)** and foundations **(3.1)** | 0.159 |  |
| 5.2 | Building structures **(3.2-3.6, 3.9)** | 0.923 |  |
| 5.3 | Building architecture **(2)** | 0.671 |  |
| 5.4 | Inside systems **(4)** | 0.949 |  |
| 5.5 | Technological facilities, mounting and testing | 0.253 |  |
| 5.6 | Final payment after completion of all works of the stage | 0.207 |  |
| **6** | **Construction of building 03/1, with appurtenance:** |  | **1.008** |
| 6.1 | Earth works **(1)**, building structures **(3)**, building architecture **(2)** and inside systems **(4)** | 0.458 |  |
| 6.2 | Technological facilities, mounting and testing | 0.449 |  |
| 6.3 | Final payment after completion of all works of the stage | 0.101 |  |
| **7** | **Construction of building 03/2, with appurtenance:** |  | **0.847** |
| 7.1 | Earth works **(1)**, building architecture (2) building structures **(3)** and inside systems **(4)** | 0.420 |  |
| 7.2 | Technological facilities, mounting and testing | 0.342 |  |
| 7.3 | Final payment after completion of all works of the stage | 0.085 |  |
| **8** | **Construction of building 04, with appurtenance:** |  | **14.795** |
| 8.1 | Earth works **(1)**, foundations of office and service rooms **(3.1)** | 0.394 |  |
| 8.2 | Earth works **(1)**, foundations of technological rooms **(3.1)** | 1.907 |  |
| 8.3 | Structures of service rooms and staff rooms **(3.2-3.6, 3.9)** | 0.804 |  |
| 8.4 | Structures of technological rooms **(3.2-3.6, 3.9)** | 2.393 |  |
| 8.5 | Building architecture **(2)** | 0.852 |  |
| 8.6 | Inside systems **(4)** | 1.631 |  |
| 8.7 | Technological facilities, mounting and individual testing: |  |  |
| 8.7.1 | Cranes, trolley for container transportation | 1.991 |  |
| 8.7.2 | Container non-systemic verification facility | 1.542 |  |
| 8.7.3 | Concrete mixing station | 1.641 |  |
| 8.7.4 | Other facilities | 0.672 |  |
| 8.8 | Final payment after completion of all works of the stage | 0.968 |  |
| **9** | **Construction of building 05, with appurtenance:** |  | **1.309** |
| 9.1 | Earth works **(1)**, foundations **(3.1)** | 0.149 |  |
| 9.2 | Building structures **(3.2-3.6, 3.9)** | 0.463 |  |
| 9.3 | Building architecture **(2)** | 0.221 |  |
| 9.4 | Inside systems **(4)** | 0.324 |  |
| 9.5 | Technological facilities, mounting and testing | 0.018 |  |
| 9.6 | Final payment after completion of all works of the stage | 0.134 |  |
| **10** | Construction of a rainwater and drainage water basin with appurtenance, building 06/1 | 0.621 | 0.621 |
| **11** | Construction of a rainwater and drainage water basin with appurtenance, building 06/2 | 0.862 | 0.862 |
| **12** | Construction of rainwater drainage treatment plants with appurtenance, building 09, Meteorological station (installation of foundations, communication inputs, access road and lightning protection for the station only, **(3.1)**, Construction of module transformer and diesel substation with appurtenance (building 12) | 0.702 | 0.702 |
| **13** | Construction of mobile shelter structures, building 15/1 | 1.309 | 1.309 |
| **14** | Construction of mobile shelter structures, building 15/2 | 1.309 | 1.309 |
| **15** | Installation of buildings 16/1, 16/2,17, 18, 19, 20  | 0.427 | 0.427 |
| **16** | **Construction of access roads:** |  | **1.878** |
| 16.1 | Earth works **(1)** (including roads and sidewalks) | 1.193 |  |
| 16.2 | Installation of asphalt pavement and sidewalk pavement  | 0.562 |  |
| 16.3 | Final payment after completion of all works of the stage | 0.123 |  |
|  |  |  |  |
| **17** | **Construction of inside access roads and technological sites**  |  | **6.382** |
| 17.1 | Earth works **(1)** (including roads and sidewalks) | 0.938 |  |
| 17.2 | Installation of asphalt pavement | 1.423 |  |
| 17.3 | Construction of building No. 07 | 1.608 |  |
| 17.4 | Construction of buildings No. 10/1, 10/2, 13  | 0.642 |  |
| 17.5 | Installation sidewalk pavement and grass lawns | 1.349 |  |
| 17.6 | Final payment after completion of all works of the stage | 0.422 |  |
| **18** | **Environmental management, envisaged in the TD site layout part:** |  | **6.906** |
| 18.1 | Installation of asphalt pavement (no less than 50 % of the scope envisaged in the TD site layout part) (including earth works) | 0.875 |  |
| 18.2 | Installation of asphalt pavement (100 % of the scope envisaged in the TD site layout part) (including earth works) | 0.875 |  |
| 18.3 | Gravel layer (including earth works) | 1.338 |  |
| 18.4 | Sidewalks (including foundations), curbs, observation wells, small architectural elements, deep benchmark network  | 0.494 |  |
| 18.5 | Landscape 1 (with not less than 50 % of planned in TD area) **(5)** | 1.436 |  |
| 18.6 | Landscape 2 (with 100 % of planned in TD area) **(5)** | 1.436 |  |
| 18.7 | Final payment after completion of all works of the stage | 0.452 |  |
| **19** | **Installation of fencing:** |  | **1.681** |
| 19.1 | Earth works **(1)**, foundations **(3.1)** | 1.106 |  |
| 19.2 | Ground part of the fence | 0.416 |  |
| 19.3 | Final payment after completion of all works of the stage | 0.159 |  |
| 20 | Installation and testing of heating network installation and testing | 0.221 | 0.221 |
| 21 | Installation and testing of drinking water supply network V-1 and sewage networks F-1, FS-1 | 0.388 | 0.388 |
| 22 | Installation and testing of rainwater drainage networks L-1 (not less that 50 % of planned in TD scope) | 0.837 | 0.837 |
| 23 | Installation and testing of rainwater drainage networks L-1 (with 100 % of planned in TD area) | 0.813 | 0.813 |
| 24 | Installation and testing of road drainage networks LD-2 and anti-ram pit drainage networks | 0.286 | 0.286 |
| 25 | Installation and testing of power supply, telecommunications, automation and process management networks | 0.720 | 0.720 |
| 26 | Installation and individual testing of area illumination system | 1,034 | 1,034 |
|  | **II/A construction stage** |  |  |
| **27** | **Construction of vault group No. 2, (build. 01/2-1 + 01/2-12), with appurtenance:** |  | **12.706** |
| 27.1 | Earth works **(1)**, foundations (vaults 01/2-1 **+** 01/2-6) **(3.1)**, water monitoring, geodetic benchmarks | 1.631 |  |
| 27.2 | Earth works **(1)**, foundations (vaults 01/2-7 **+** 01/2-12) **(3.1)**, water monitoring, geodetic benchmarks | 1.631 |  |
| 27.3 | Erection of walls, vaults (01/2-1**+** 01/2-4) **(3.3)** | 1.650 |  |
| 27.4 | Erection of walls, vaults (01/2-5**+** 01/2-8) **(3.3)** | 1.650 |  |
| 27.5 | Erection of walls, vaults (01/2-8**+** 01/2-12) **(3.3)** | 1.650 |  |
| 27.6 | Temporary roof segments, assembly, mounting over the vaults, vaults (01/2-1 **+** 01/2-4) **(3.7)** | 1.221 |  |
| 27.7 | Temporary roof segments, assembly, mounting over the vaults, vaults (01/2-5 **÷** 01/2-8) **(3.7)** | 1.221 |  |
| 27.8 | Temporary roof segments, assembly, mounting over the vaults, vaults (01/2-9 **+** 01/2-12) **(3.7)** | 1.221 |  |
| 27.9 | Final payment after completion of all works of the stage | 0.831 |  |
| 28 | Installation of crane runways (**3.8)**, foundation of mobile shelter structures **(3.1)** | 1.368 | 1.368 |
| 29 | Roads, temporary fencing | 1.066 | 1.066 |
|  | **Payments after construction completion act** | **0.500** | **0.500** |
|  | **Final payment (8)** | **2.289** | **2.289** |
|  | **Total** | **100.000** | **100.000** |

1. **Earth works:** soil excavation, soil grading, foundation installation, soil compaction (including all necessary tests) works, excluding vertical site planning works.
2. **Building architecture:** Interior and exterior finishing works (walls, ceilings, floors), installation of interior and exterior doors, windows, installation of gates, installation of internal partitions, installation of roof elements (ventilation chimneys, gutters, tinning of parapets, rain drainage system).
3. **Building structures:** installation of foundations (1), floors (2), walls (3), columns (4) and ceilings (5) (excluding decoration), installation of roofs (6) (excluding architectural elements), installation of temporary roofs (7) (for vaults only), installation of crane runways (8) (for vaults only), insulation of partitions (9).
4. **Inside systems:** installation and testing ofinside water supply, sewage, electrical supply, low current, telecommunications, fire and security alarm, automation and process control, radiation protection (if applicable), heating, ventilation, air conditioning systems.
5. **Landscape:** installation of soil layer, sowing of grass, planting of trees and shrubs.
6. **Preparation of Detailed Design –** preparation of design documentation, including necessary coordination with the responsible authorities, FIDIC engineer and construction technical supervision, the developer of TD and Repository design supervision. The preparation of the detailed design is considered completed when all comments submitted by the FIDIC engineer and the construction technical supervision, TD developer and Repository design supervision have been provided and all discrepancies identified during the expertise of the structural part have been eliminated and a positive expert opinion has been obtained.
7. **Preparation of Technical Design -** preparation of project documentation for the technical detailed design for external rainwater drainage networks, including the necessary coordination with the responsible authorities, entities that issued the design conditions, FIDIC engineer and construction technical supervision, TD developer and Repository design supervision. The preparation of the technical detailed design is considered completed when all comments submitted by the FIDIC engineer, Repository designer who prepared the TD, Repository design supervision and construction technical supervision, entities that issued the design conditions have been provided and all design discrepancies identified during the expertise (if necessary) have been eliminated and construction permit have been issued.
8. **Final payment –** is paid after the Contractor has completed all the construction works for I/A and II/A stages, prepared and coordinated with the FIDIC engineer the program of “cold” and “hot” trials for stages I/A and II/A, after successful completion of stage I/A and II/A “cold” trials and after receiving VATESI's approval for 1st stage “hot” trials report.

**SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

**Table of contents**

[Clause 1 General Provisions 46](#_Toc49753266)

[Clause 2 Employer 61](#_Toc49753267)

[Clause 3 Engineer 63](#_Toc49753268)

[Clause 4 Contractor 66](#_Toc49753269)

[Clause 5 Nominated Subcontractors 79](#_Toc49753270)

[Clause 6 Staff and Labour 79](#_Toc49753271)

[Clause 8 Commencement, Delays and Suspension 82](#_Toc49753272)

[Clause 9 Tests on Completion 87](#_Toc49753273)

[Clause 10 Employer’s Taking Over 88](#_Toc49753274)

[Clause 11 Defects Liability 91](#_Toc49753275)

[Clause 12 Measurement and Evaluation 93](#_Toc49753276)

[Clause 13 Variations and Adjustments 94](#_Toc49753277)

[Clause 14 Contract Price and Payment 101](#_Toc49753278)

[Clause 15 Termination by Employer 106](#_Toc49753279)

[Clause 16 Suspension and Termination by Contractor 107](#_Toc49753280)

[Clause 17 Risk and Responsibility 108](#_Toc49753281)

[Clause 18 Insurance 110](#_Toc49753282)

[Clause 20 Claims, Disputes and Arbitration 114](#_Toc49753283)

[Clause 21 Design 117](#_Toc49753284)

[Clause 22 Tests after Completion 119](#_Toc49753285)

**General Provisions of the Special Terms and Conditions**

1. The Special Terms and Conditions shall include amendments and supplements to the General Terms and Conditions. The General Terms and Conditions shall apply to the extent that they are not modified or supplemented by the Special Terms and Conditions. In case of any conflict between the relevant provisions of the General Terms and Conditions and the provisions of the Special Terms and Conditions, the provisions of the Special Terms and Conditions of the Contract shall take precedence.
2. The data and conditions set out in the Tender Appendix are valid as an integral part of the General and Specific Terms and Conditions. The numbering of the Special Terms and Conditions corresponds to the numbering of the General Terms and Conditions.
3. The clauses, sub-clauses and items or parts thereof of the General Terms and Conditions specified in the Special Terms and Conditions of the Contract shall be changed, supplemented or new clauses, sub-clauses and items or parts thereof shall be inserted as indicated below:

**Clause 1 General Provisions**

**1.1 Definitions**

**1.1.1 Contract**

**1.1.1.1 Contract**

**Replace sub-clause 1.1.1.1 and interpret it as follows:**

“**Contract**” means all documents listed in Clause 2 of the Contract.

**1.1.1.2 Contract Agreement**

**Replace sub-clause 1.1.1.2 and interpret it as follows:**

“**Contract Agreement**” means the Contract Agreement concluded between the Parties, which confirms that the Parties have concluded the Contract.

**1.1.1.3 Letter of Acceptance**

**Replace sub-clause 1.1.1.3 and interpret it as follows:**

“**Letter of Acceptance**” meansthe document entitled “Notice of Successful Tender”, concluded and signed by the Employer in accordance with the requirements of Procurement Documents and offering the Contractor to perform the Works and fulfil other obligations under the terms and conditions of the Contract.

**1.1.1.4 Letter of Tender**

**Replace sub-clause 1.1.1.4 and interpret it as follows:**

“**Letter of Tender**” means a document entitled “Tender” together with its annexes, concluded and signed by the Contractor in accordance with the requirements of Procurement Documents and a tender form provided therein, and offering the Employer to perform the Works and fulfil other obligations under the terms and conditions of the Contract.

**1.1.1.5Specification**

**Replace sub-clause 1.1.1.5 and interpret it as follows:**

“**Specification**” means Technical Specifications of the Technical Design andTechnical Task.

**1.1.1.6 Drawings**

**Supplement sub-clause 1.1.1.6 with a sentence:**

The term “Drawings” shall cover drawings of the Technical Design, Detail Design and Technical Detail Design.

**1.1.1.7 Bills of Quantities**

“Bills of Quantities” mean the documents entitled “Bills of Quantities”, filled by the Contractor and submitted to the Engineer before the date of commencement of works together with Estimates, which are included into the Contract. Such documents may include Cost Statements, data, lists, Rate and (or) Price Lists, and such other documents as may be specified by the Engineer together with the Estimates.

**1.1.1.9 Tender Appendix**

**Replace sub-clause 1.1.1.9 and interpret it as follows:**

“**Tender Appendix**” means Tender Appendix No 1, filled in by the Contractor and submitted in accordance with the requirements of Procurement Documentstogether with a Letter of Tender.

**1.1.1.11 Technical Design**

**Supplement the sub-clause with item 1.1.1.11 “Technical Design”:**

“**Technical Design**” means the Technical Design “B25-1 – Construction Design for Near Surface Repository for Low- and Intermediate-Level Short-Lived Radioactive Waste, Stabatiškė Village, Visaginas Municipality” (construction stages I/A, II/A), i.e. a document of the scope and composition of the normative construction technical documents, which contains mandatory project preparation documents, essential, functional (purpose), architectural (aesthetic), technology, technical, quality and other solutions, indicators and characteristics for the facility expected by the Employer. This is a document binding on the Contractor, which is included in the Contract and for which the Employer is responsible. The Employer shall be also responsible for the organization and payment of changes to the Technical Design if the change is agreed with the Engineer. *Only the estimated quantities of Works are provided in the Technical Design.*

**1.1.1.12** **Detail Design**

**Supplement the sub-clause with new item 1.1.1.12:**

“**Detail Design**” means a document of the scope and composition of the normative construction technical documents prepared in accordance with the technical Design and requirements of the Technical Task, which includes details of Technical Design solutions, and according to which the Works must be performed. The Contractor is responsible for the preparation of the Detail Design.

**1.1.1.13** **Technical Detail Design**

**Supplement the sub-clause with new item 1.1.1.13:**

“**Technical Detail Design**” means a Technical Detail Design of Engineering Structures prepared in accordance with the Technical Task requirements, i.e. a document of the scope and composition of the normative construction technical documents to be followed to achieve the objectives of the Technical Design and Detail Design. The Contractor is responsible for the preparation of the Technical Detail Design.

**1.1.1.14 Technical Task**

**Supplement the sub-clause with new item 1.1.1.14:**

“**Technical Task**” means the document „Technical Task for Procurement of Works on Construction of INPP Near Surface Repository for Low- and Intermediate-Level Short-Lived Radioactive Waste (construction stages I/A, II/A) and Design, Construction and Connection of External Rainwater Drainage Networks to the Infrastructure“ prepared by the Employer.

**1.1.1.15 Procurement**

**Supplement the sub-clause with new item 1.1.1.15:**

“**Procurement**” means the procurement of works on construction of INPP Near Surface Repository for Low- and Intermediate-Level Short-Lived Radioactive Waste (construction stages I/A, II/A) and design, construction and connection of external rainwater drainage networks to the infrastructure (procurement No [enter the number]) published by the Employer in the Central Public Procurement Information System and carried out by open tender procedure.

**1.1.1.16 Procurement Terms and Conditions**

**Supplement the sub-clause with new item 1.1.1.16:**

“**Procurement Terms and Conditions**” means all Procurement Documents, including a Procurement Notice, prior information notice (if any), Technical Task, Draft Terms and Conditions of the Open Tender with all appendices, procedure on submission of documents by tenderers, information on the requirements applicable in the procurement and (or) other documents, clarifications (explanations) of all afore-listed documents, based on which the Employer has organised and carried out the Procurement and declared the Contractor’s tender a successful one.

**1.1.1.17 Estimates**

**Supplement the sub-clause with new item 1.1.1.17:**

“**Estimates**” mean objective and local estimates prepared by the Contractor and submitted to the Engineer, as well as the Worksheets, the positions of which are rated according to the components (or rates) of the price indicated in the Tender. Local estimates include details of individual works included in the Works, their scope and rates.

**1.1.2 Parties and persons**

**1.1.2.2 Employer**

**Replace sub-clause 1.1.2.2 and interpret it as follows:**

“**Employer**” means the Contracting Authority according to the meaning of this word used in the Procurement Terms and Conditions, i.e. State Enterprise Ignalina Nuclear Power Plant (legal entity code 255450080) and the legal successors in title to this person who performs the functions of the Employer.

**1.1.2.4 Engineer**

**Supplement sub-clause 1.1.2.4:**

The Engineer, together with the Assistant Engineers, also performs technical supervision of the Facility construction.

**1.1.2.5**  **Contractor’s Representative**

**Supplement sub-clause 1.1.2.5:**

The Representative of the Contractor is the Facility Construction Manager, certified in accordance with the procedure established by the laws of the Republic of Lithuania.

**1.1.2.8**  **Subcontractor**

**Replace sub-clause 1.1.2.8 and interpret it as follows:**

**“Subcontractor”** means the subcontractor (s), supplier (s), specialist (s), expert (s) employed by the Contractor for the performance of the Works, provision of services and supply of goods provided in the List of Subcontractors or added to the list as set out in the Contract during the performance of the Contract (Appendix 4 [*List of Subcontractors*]).

**1.1.2.11** **Technical Supervision of the Facility Construction**

**Supplement with new item 1.1.2.11:**

“**Technical Supervision of the Facility Construction**” means technical supervision of the Facility construction organised by the Employer (from the beginning of the Facility construction to the completion of the construction), the purpose of which is to control whether the Facility is constructed according to the Facility Project, terms and conditions of the Contract, legal acts of the Republic of Lithuania, normative construction technical documents, normative safety and target documents and technological requirements for the performance of works.

**1.1.2.12 National Agency**

**Supplement with new item 1.1.2.12:**

“**National Agency**” means Public Institution Central Project Management Agency or the successor (s) of its rights and obligations.

**1.1.2.13 VATESI**

**Supplement with new item 1.1.2.13:**

“**VATESI**” **-** State Nuclear Power Safety Inspectorate.

**1.1.3 Dates, Tests, Periods and Completion**

**1.1.3.1 Base Date**

**The definition is deleted and replaced by a new one:**

“**Base Date**” means the Tender submission date.

**1.1.3.5** **Taking-Over Certificate**

**Supplement sub-clause 1.1.3.5:**

Taking-Over Certificate shall be signed by the Employer, Contractor and Engineer. The issuance of a Taking-Over Certificate is considered as a transfer of the results of the Works to the Employer in accordance with Article 6.698 of the Civil Code of the Republic of Lithuania and transfer of all Works performed by the Contractor to the Employer in accordance with Article 41 of the Law on Construction of the Republic of Lithuania.

**1.1.3.7 Defects Notification Period**

**The definition is deleted and replaced by a new one:**

“**Defects Notification Period**” means the period for notifying defects specified in the Tender Appendix, during which defects and deficiencies in the Works or the Group (considering the situation) must be reported according to Clause 11.1 [*Completion of work in progress and elimination of defects*], including any extensions under Sub-Clause 11.3 [*Extension of Defects Notification Period*], calculating from the date of issue of a Tanking-Over Certificate*.* Defects notification period corresponds to the definition of the structure warranty term (warranty period) in accordance with Articles 6.697 and 6.698 of the Civil Code of the Republic of Lithuania and Article 41 of the Law on Construction of the Republic of Lithuania.

**1.1.3.10 Construction Completion**

**Supplement with new item 1.1.3.10:**

“**Construction Completion**” means the procedures for the completion of the Facility construction carried out in accordance with the rules provided for in the Laws in order to obtain the Construction Completion Certificate.

**1.1.3.11 “Cold” Trials**

**Supplement with new item 1.1.3.11:**

**“Cold” Trials** mean the tests specified in the Technical Task, which are performed without the use of nuclear and (or) nuclear fuel cycle materials. “Cold” trials are a part of Final Tests.

**1.1.3.12 “Hot” Trials**

**Supplement with new item 1.1.3.12:**

**“Hot” Trials** means the tests specified in the Technical Task, which are performed using nuclear and (or) nuclear fuel cycle materials. “Hot” trials are a part of the Tests after Completion.

**1.1.3.13 Construction Completion certificate**

**Supplement with new item 1.1.3.13:**

“**Construction Completion Certificate**” means a document drawn up and (or) issued in accordance with Laws, which confirms the completion of construction of facilities referred to the Works or a separate Section (in Laws entitled the certificate for completion of the construction of the structure (s) of a nuclear facility, the construction completion certificate, the declaration on construction completion or another document provided for in Laws).

**1.1.4 Money and Payments**

**1.1.4.1 Accepted Contract Amount**

**Replace sub-clause 1.1.4.1 and interpret it as follows:**

“**Accepted Contract Amount**” means the amount accepted by the Employer and specified in the Contract Agreement for execution and completion of the Works and elimination of all defects, VAT excluded.

**1.1.4.10 Provisional Sum**

**Item 1.1.4.10 does not apply.**

**1.1.4.13 VAT**

**Supplement with new item 1.1.4.13:**

“**VAT**” means value added tax.

**1.1.4.14 Index**

**Supplement with new item 1.1.4.14:**

“**Index**” means the monthly construction input price index “All Construction Costs” published by the Department of Statistics of the Republic of Lithuania. The values of the index are published in the database of indicators of the Official Statistics Portal of the Department of Statistics of the Republic of Lithuania (<https://osp.stat.gov.lt/>): (1) Economy and finance (macroeconomics), (2) Price indices, changes and prices, ( 3) Construction input price indices CIPIs), price changes and weights (4) Construction input price indices, (5) Construction input price indices (6) All Construction Costs.

**1.1.5 Works and Goods**

**1.1.5.6**  **Section**

**Replace sub-clause 1.1.5.6 “Section” and interpret it as follows:**

**“Section”** means a part of the Works, upon completion of which the Construction Completion Procedures must be performed and the Construction Completion Certificate must be obtained, as provided for in the Specification or Technical Design.

**1.1.5.8 Works**

**Replace sub-clause 1.1.5.8 “Works” and interpret it as follows:**

**“Works”** mean the Permanent Works, Temporary Works, Section or either of them as appropriate.

**1.1.5.9 Engineering Structures**

**Supplement with new item 1.1.5.9 “Engineering Structures”:**

“**Engineering Structures**” mean the external rainwater drainage networks designed and constructed by the Contractor and their connection to the infrastructure specified in the Technical Task.

**1.1.5.10 Auxiliary Works**

**Supplement with new item 1.1.5.10 “Auxiliary Works”:**

“**Auxiliary Works**” mean all Works (including Contractor’s Plant, Goods, Materials, Plant) not provided for in the Specification or other documents constituting the Contract and the Procurement Terms and Conditions, which the diligent and professional Contractor could not foresee when submitting the Tender and signing the Contract, but directly related to the Works or other obligations of the Contractor under the Contract and necessary for the proper implementation (completion) of the Contract.

**1.1.6 Other Definitions**

**1.1.6.5 Laws**

**Replace sub-clause 1.1.6.5 “Laws” and interpret it as follows:**

“**Laws**” mean all legal acts, rules and by-laws of the Republic of Lithuania issued by any official authority, including the Employer’s internal legal acts, standards, other normative documents and rules submitted to the Contractor. The term «laws» also includes all legal acts of the European Union and International Atomic Energy Agency (IAEA) documents setting out the requirements for the performance of the Works.

**1.1.6.7 Site**

**Supplement sub-clause 1.1.6.7 with a sentence:**

“or any other location agreed with the Engineer and the Employer.”

**1.1.6.10 Facility**

**Supplement the clause with a new item 1.1.6.10:**

“**Facility**” means Near Surface Repository for Low- and Intermediate-Level Short-Lived Radioactive Waste (construction stages I/A, II/A) and Engineering Structures.

**1.1.6.11 Security of Warranty Period Liabilities**

**Supplement the clause with a new item 1.1.6.11:**

“**Warranty Period Security**” means the security (or, if any, securities) under Sub-Clause 10.6 [*Warranty Period Security*].

**1.1.6.12 Law on Public Procurement**

**Supplement the sub-clause with a new item 1.1.6.12 “Law on Public Procurement”:**

“**Law on Public Procurement**” means the new version of the Law on Public Procurement of the Republic of Lithuania applicable to Procurement and performance of the Contract.

**1.1.6.13 Breach**

**Supplement the sub-clause with a new item 1.1.6.13 “Breach”:**

**“Breach”** means non-compliance (action or omission) with the legal acts of the Republic of Lithuania and (or) the European Union regulating the implementation of the Ignalina Programme and (or) Ignalina Programme project implementation agreements, which has resulted in or could have result in losses in the State and (or) European Union budget.

**1.5 Priority of Documents**

**The second sentence of the first paragraph and items from (a) to (h) of Sub-Clause 1.5 shall be deleted and replaced as follows:**

For the purpose of interpretation of the Contract, the priority of documents specified in Clause 2 of the Contract shall be followed. If non-conformance is found in the documentation, the Engineer must issue the necessary explanations or instructions.

**1.6 Contract Agreement**

**Sub-Clause 1.6 shall be deleted.**

**1.7 Assignment of Rights**

**Change the Sub-Clause and interpret it as follows:**

The Employer has the right to unilaterally assign all or any part of the Contract if during the reorganization (including rearrangement, reorganization, liquidation of a legal status or any other similar procedure) of the Employer’s activities or separation/transfer of a part of the Employer’s assets, company or activity (including assignment of assets, company or activity of the Employer or their contribution into authorised capital of third parties, or any other transaction, but not limited to them) the assignment of the Employer’s activity or a part thereof is performed. The Employer has the right to assign or transfer its rights under the Contract to the owner of the Work Result (s). The Contractor confirms that he agrees in advance to any such assignment or transfer and undertakes not to require additional security for the performance of the Employer’s obligations; such consent is an essential condition of the Contract. The Contractor may not object to or disagree with such assignment or transfer, or suspend, abandon or terminate the Contract due to such assignment or transfer and shall unconditionally consent to it. If the Contractor’s consent or permission is required by law, the Contractor undertakes to provide them immediately upon receipt of the relevant request of the Employer, but not later than within 7 (seven) business days.

The Contractor shall have the right to assign the rights and obligations under the Contract when the Contractor is rearranged, reorganized, liquidated, restructured or is the subject to initiation of bankruptcy or similar proceedings, separates or transfers all or major part of his assets, company or business and his rights and obligations (or a part of them) is taken over by a new person/entity. In such cases, the Contractor must jointly transfer all or a part of the Contract and prior written consent of the Employer is required.

In such cases, the Employer shall be entitled to obtain adequate security for the fulfilment of the obligations of the Contractor and (or) his successor under the Contract, which the Contractor or his successor in title must provide before making such transfer and get Employer’s consent. This paragraph shall also apply to members of a group of economic operators if the Contractor is a joint activity partner acting based on a joint activity agreement.

If the Contractor is a joint activity partner and any partner goes bankrupt, is reorganized or liquidated, or terminates on other grounds in the absence of a universal succession, then the remaining joint activity partner (s) shall be entitled to attract a new joint activity partner with the consent of the Employer.

The person/entity taking over rights and obligations of the Contractor or the new joint activity partner must meet those qualification requirements set out in the Procurement Terms and Conditions and must not meet the exclusion criteria set out in the Procurement Terms and Conditions, as must the Contractor who transferred the rights or the joint activity partner who withdraws from the Contract.

The Employer must be provided with sufficient objective and undisputable evidence to enable the Employer to make sure that the qualification of the person wishing to take over the Contractor’s rights and obligations or the joint activity partner intending to join the Contract meets the qualification requirements and does not comply with the grounds for exclusion, and that the person wishing to take over the Contractor’s rights and obligations or the joint activity partner intending to join the Contract has sufficient capacity to perform the Works or the relevant part of the Works. Only in this case the Employer concludes an agreement with a third party regarding the transfer of the Contractor’s rights and obligations under the Contract or the person’s acceptance to the Contract as a new joint activity partner.

**1.10** **Employer’s** **Use of the Contractor’s Documents**

**The paragraph to be added in the end of Sub-Clause 1.10:**

The Parties agree that in all cases, notwithstanding the above, the Employer shall have the right to transfer or otherwise grant access to Contractor’s documents and other design documentation created by the Contractor (or on his behalf) to the National Agency and/or competent authorities of the European Union or other authorities entitled to inspect the Contract implementation for the purpose of the Contract performance control).

**1.12 Confidential Details**

**The paragraph to be added in the end of Sub-Clause 1.12:**

The Contractor undertakes not to disclose to third parties, without the prior written consent of the Employer, any document, data or other information provided directly or indirectly by the Employer, Engineer and (or) any third party acting on behalf of the Employer or the information related to the Contract and obtained, created or stored by the Contractor or on his behalf, except for disclosure to the extent necessary to perform the obligations taken under the Contract or to comply with applicable Laws. In case of disagreement regarding the application of this clause, the final decision shall be made by the Employer.

**1.13 Compliance with Laws**

**Replace item (b) of Sub-Clause 1.13 and interpret it as follows:**

(b) The Contractor must submit all necessary notices, applications, pay taxes and duties, as well as obtain all necessary permits, certificates, right acknowledgement documents, licenses, approvals and statements required by the Law on Construction and needed to perform and complete on due time the design Works and eliminate defects; these actions shall be performed by the Contractor on his own behalf or on behalf of the Engineer and /or the Employer, as required by Laws and the Contract. These permits, licenses and approvals include residence permits, work permits, permits for ground works on or off the construction site, permits to relocate civil engineering structures and networks, make temporary connections to engineering networks, environmental permits, traffic diversion permits, permits to close roads, prepare sites for auxiliary rooms, permits for the use of radio and other communications, permits for the rearrangement of public facilities, delivery or export of Contractor’s plant or Goods, including customs clearance, and permits to perform any Temporary Works required for the proper execution and completion of the Works, including but not limited to them. The Contractor must protect and ensure that the Employer would not suffer because of the Contractor’s failure to comply with the requirements referred to in this paragraph.

**The paragraph to be added in the end of Sub-Clause 1.13:**

The Employer must have received (or must receive) a construction permit for Permanent Works and a construction license (for the builder (Employer)) for a nuclear power facility (facilities) or a construction (for the builder (Employer)) and operation license for a nuclear power facility (facilities) in accordance with the procedure established by the construction technical regulations and provide these documents to the Contractor. The Employer must also submit the necessary notices, applications, participate in meetings and perform other duties of the builder (Employer) during the Technical Detail Design, preparation of the Detail Design, execution of Works and completion of the Construction. The Employer must protect and ensure that the Contractor does not suffer losses due to the absence of the documents referred to in this paragraph or failure of the Employer to fulfil his functions.

**Clause 2 Employer**

**2.1 Right to Access to the Site**

**The paragraphs to be added in the end of Sub-Clause 2.1:**

The size and condition of the Construction Site must comply with the conditions specified in the Specifications and Drawings. The Construction Site shall be handed over to the Contractor, and upon completion of the Works shall be returned to the Employer in accordance with the Construction Site Handover Certificate signed by the Employer and the Contractor. The Contractor, having obtained the right to manage the Site, may carry out the engineering surveys or tests required to prepare the Technical Design in accordance with the Technical Task, and the Contractor may equip the Site in accordance with the Technical Design, but the Employer may suspend such right or management until receipt of Performance Security.

The Contractor must use the Site only for the purposes of performance of Works. The Contractor must comply with the Employer’s requirements and other requirements provided in the Contract or separately by the Employer, including requirements regarding the security of the Construction Site, persons and the Employer’s property.

**2.2 Permits, Licenses and Approvals**

**Parts (ii) and (iii) of item (b) of Sub-Clause 2.2 do not apply.**

**2.3 Employer’s Personnel**

**The paragraph to be added in the end of Sub-Clause 2.3:**

The Employer must submit the responses, letters, approvals and / or other documents provided for in this Contract in accordance with the procedure established in this Contract no later than within 7 business days from the moment the Employer’s obligation to submit the relevant document arises, unless the Parties separately agree otherwise in writing or provide another term.

**2.4 Employer’s Financial Arrangements**

**Sub-Clause 2.4 does not apply.**

**2.5 Employer’s Claims**

**The last sentence of the last paragraph of Sub-Clause** **2.5 must be changed and interpreted as follows:**

This amount may be demanded by submitting a separate invoice to the Contractor, which the Contractor must pay within 7 (seven) days from the date of receipt of the invoice. The Employer shall also be entitled to make any set-offs or deductions from the amount confirmed in the Payment Certificate, the right to receive payment under the Performance Security or the Warranty Period Security, or may otherwise make claims against the Contractor under this clause.

**2.6 Publicity**

**Add new Sub-Clause 2.6:**

During the performance of the Contract, the Contractor must ensure compliance with the publicity requirements by using the measures provided for in the Ignalina Program Publicity Guidelines, which can be found on the website of the National Agency, link: <http://www.cpva.lt>. The Contractor must also follow the Ignalina Program Publicity Guidelines when providing the public with any information on this Contract. Possible deviations from the Ignalina Program Publicity Guidelines must be agreed with the Employer and the National Agency.

**2.7 Actions of the Employer upon Initiation of the Investigation of the Suspected Breach and/or Detection of the Breach (s)**

**Add new Sub-Clause 2.7:**

The Employer shall instruct the Engineer in writing to suspend the Payments in accordance with Sub-Clause 14.7 [*Payment*] and may also instruct the Engineer in writing to suspend the performance of all or a part of the Works in accordance with Sub-Clause 8.8 [*Suspension of Work*] if necessary to investigate the breach. The investigation of the suspected breach shall be carried out within 30 calendar days. This term may be extended if necessary. Upon suspension of the Works or a part thereof, the latter shall be deemed to have been suspended through the fault of the Contractor and the Contractor shall be liable under the Contract for the consequences of such suspension.

If the suspicions are not confirmed, the Payments and Works shall be resumed in accordance with Sub-Clause 14.7 [*Payment*] and Sub-Clause 8.12 [*Resumption of Work*], respectively.

If a breach is detected, the Employer has the right to terminate the Works in accordance with Sub-Clause 15.2 [*Termination of Works upon the initiative of the Employer*] and apply other methods and means of protection of his rights and interests provided for in the Contract.

**Clause 3 Engineer**

**3.1 Engineer’s Duties and Authority**

**Add the following paragraphs to Sub-Clause 3.1:**

If the Engineer is a legal entity, the Engineer will appoint and authorize a natural person hired by him to perform the functions of the Engineer under the Contract.

The Engineer or his authorized assistants shall perform the technical supervision of the construction of the Structure in accordance with the Laws and the Contract. He carries out this supervision through appointed general construction supervisors and special construction supervisors. The Contractor must follow the instructions of the appointed technical supervisors given in accordance with the technical supervision procedures for construction works established by the Laws. In case of any conflict between the functions of Engineer provided in the Contract (including these Special Terms and Conditions) and functions of the technical supervisor provided in Laws, the requirements of the Laws shall take precedence.

The Engineer must obtain a separate written approval from the Employer before acting under the following clauses of the Terms and Conditions of the Contract or before performing the specific actions below:

* + - 1. 3.2 [*Delegation of the Engineer’s powers*];
			2. 4.4 [*Subcontractors*];
			3. 8.4 [*Extension of Time Completion*];
			4. 8.8 [*Suspension of Works*];
			5. 8.11 [*Prolonged Suspension*];
			6. 13 [*Variations and Adjustments*];
			7. 17.4 [*Consequences of Employer’s Risks*];
			8. Agreement of the Quality Assurance Plan, including changes and (or) supplements or new versions to this plan;
			9. Agreement of the Project Management Plan, including changes and (or) supplements or new versions to this plan;
			10. Agreement of emergency preparedness and civil protection instructions, including their amendments and (or) supplements or new versions;
			11. Agreement of the Technical Detail Design and design solutions, including their amendments and (or) supplements or new versions;
			12. Agreement of the Detail Design, including its amendments and (or) supplements or new versions;
			13. Agreement of the Technological Design for the Construction Works, including its amendments and (or) supplements or new versions;
			14. Agreement of Structure Settlement Monitoring Program, including its amendments and (or) supplements or new versions;
			15. Agreement of Occupational Safety and Health Plan for the Structure Construction, including its amendments and (or) supplements or new versions;
			16. Agreement of Construction Regulations, including their amendments and (or) supplements or new versions;
			17. Agreement of Work Progress Reports, including their amendments and (or) supplements or new versions;
			18. Agreement of Training (theoretical and practical) Programs on Operation, Maintenance and Service of Equipment, Systems and Components, including their amendments and (or) supplements or new versions;
			19. Agreement of “cold” and “hot” trial programs and reports, including their amendments and (or) supplements or new versions;
			20. Agreement of Methodology for Measurement of Solid radioactive Waste Packages, including its amendments and (or) supplements or new versions;
			21. Change and (or) supplement of the Technical Design, Specification or Drawings and submission of new versions;
			22. Coordination of the allocation of additional areas outside the Construction Site to the Contractor’s activities;
			23. Agreement and approval of additional expenses incurred because of the actions provided for in items (c), (d), (e), (f), (g), (v) and (or) (w) of this paragraph, as well as agreement and approval of changes made on grounds other than those provided for in this paragraph.

The Engineer shall provide written comments, proposals and recommendations to the Employer and the Contractor regarding the Detail Design, Technical Detail Design, Technological Design for the Construction Works, Test Programs, Reports, other documentation related to the design and construction, as well as changes to the specified documents, including the Technical Design. When providing written comments, proposals and recommendations to the Contractor regarding the documents prepared under the Contract, the Engineer shall also submit the comments, proposals and recommendations (if any) of the Employer and all other companies or/or institutions interested in or related to the Facility (the Developer of the Technical Design of the Repository, companies which issued the design terms and conditions, VATESIR and other regulating authorities). The Engineer must provide consultations to the Employer not later than within 5 business days from the Employer’s request; submit comments on the new documentation submitted by the Contractor not later than within 14 days from the Contractor’s (or Employer’s) request and not later than within 5 business days when amendments to the said documentation are submitted, unless the Employer specifies another term considering the scope of the document.

The Engineer must submit the responses, letters, approvals and / or other documents provided for in this Contract in accordance with the procedure established in the Contract not later than within 7 business days from the moment when the Engineer’s obligation to provide the relevant response, letter, approval and /or document arises, unless the Employer specifies other term in writing or another term is provided for in the Contract.

**3.6 Meetings**

**Add new Sub-Clause 3.6:**

The Engineer, Employer or Contractor’s representative may request the Parties to participate in management meetings to review the preparation for future Works, discuss the implementation of the Program, and resolve other issues related to the performance of the Contract. Management meetings shall take place at least once per month (ordinary meetings) but may be held more frequently if necessary.

These meetings may be attended by other contractors, subcontractors attracted by the Employer, representatives of the National Agency, state and (or) municipal authorities, owners of engineering networks, consultants, experts and other persons, if required by the Engineer, Employer or Contractor.

The Engineer shall inform all persons invited to the meeting of the place, time and preliminary agenda of the ordinary meeting not later than in 5 days. The Engineer, Employer or Contractor may submit proposals to the Engineer to supplement the agenda. The Engineer shall immediately inform the participants of the meeting of all proposals received. The final agenda shall be determined upon agreement of the Parties during the meeting.

If the Employer or Contractor intends to hold an extraordinary meeting, an appropriate request shall be submitted to the Engineer, specifying the issues for which an extraordinary meeting is required.

The Engineer shall keep minutes of these meetings and the decisions taken and send copies of the minutes to the Parties and to all other participants of the meeting within 3 business days after the date of the meeting. The attendees shall have the right to submit comments to the Engineer regarding the minutes of the meeting within 2 business days from the date of sending the minutes of the meeting. If the Engineer does not receive any comments within this term, all attendees shall be deemed to have agreed to the minutes. The obligation to act under such minutes shall refer to the Party which is responsible for taking such action under the Contract.

**Clause 4 Contractor**

**4.1 Contractor’s General Obligations**

**Change the first paragraph and interpret it as follows:**

The Contractor shall prepare the Detail Design and the Technical Detail Design for the Engineering Structures in accordance with the Technical Design and the Terms of Reference and to the extent specified in Laws, perform the engineering survey necessary for the preparation of these designs, perform and complete the Works and eliminate defects in accordance with the Contract and the Engineer’s instructions.

**Change item (ii) of the third paragraph and interpret it as follows:**

(ii) shall not be otherwise responsible for the Technical Design and Specification submitted by the Employer.

**Change the fifth paragraph and interpret it as follows:**

The Contractor must develop the Detail Design for Permanent Works of the Near Surface Repository for Low- and Intermediate-Level Short-Lived Radioactive Waste (construction stages I/A, II/A) and Technical Detail Design for the Engineering Structures. The Contractor ‘s documentation for this part of the Permanent Works must be prepared considering that:

1. The Contractor shall prepare the Detail Design (s) and the Technical Design for the Part of these Permanent Works in accordance with the Technical Task and Technical Design;
2. The Contractor shall adjust the Detail Design (s) and the Technical Design for the Part of these Permanent Works in accordance with the comments provided during the expertise;
3. The Contractor must be responsible for the solutions referred to this part of the Permanent Works as a designer of the structure and the contractor of the structure in accordance with the provisions of the Law on Construction, and when the Permanent Works are completed, they must function in accordance with the Specification and Technical Design;
4. Prior to the commencement of the Tests on Completion, the Contractor shall submit to the Engineer the “as-built” documents of the Permanent Works and detailed Manuals on Operation, Maintenance and Service of Equipment, Systems and Components (hereinafter – the operation and maintenance manuals) in accordance with the Specification and in sufficient detail for the Employer to independently operate, maintain and repair the Permanent Works. The Contractor shall provide the Employer with three (3) copies of the Operation and Maintenance Manuals in Lithuanian language. The instructions must describe all mechanical, electrical and other plant supplied or installed under this Contract. Technical certificates of the plant and engineering systems, as well as the valid metrological verification documents of the equipment in Lithuanian language must be also submitted. Permanent Works shall not be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [*Taking Over of the Works and Sections*] until these documents, operating and maintenance manuals and plant metrological verification documents have been submitted to the Engineer.

(e) The Contractor must be responsible for submitting the documentation of cadastral measurements of the constructed structures by ordering them from the relevant authorities. These documents will have to be submitted to the Employer in three (3) copies.

(f) The Contractor shall be responsible for preparation of necessary documentation for the completion of the construction procedure and for the commissioning of all systems and components, and for carrying out the necessary tests, measurements and metrological verifications (if required by the appropriate authorities).

The requirements set out in items (d), (e) and (f) of this paragraph shall apply to all Permanent Works performed under the Contract.

**Supplement the Clause with the following paragraphs:**

The Contractor must submit the responses, letters, approvals and/or other documents provided for in this Contract in accordance with the procedure established in the Contract no later than within 7 business days from the moment the Contractor’sobligation to provide the relevant response, letter, consent and/or document arises, unless the Parties agree otherwise in writing or the Contract provides for another term.

When performing the Contract, the Contractor must be registered as a VAT payer in the Republic of Lithuania.

The Contractor must fill in the electronic construction logbook (hereinafter referred to as the “logbook”) in accordance with the provisions of the procedure on filling in the logbook set out in STR 1.06.01: 2016 “Construction works. Supervision of Structure Construction”. The Employer provides the Contractor with. The Contractor must have technical capabilities to properly use the logbook documentation and process management system (the Internet connection, qualified electronic signature etc.).

Throughout the performance of the Contract, the Contractor must ensure that the Contractor, the Contractor’s personnel and Subcontractors always have the necessary qualifications, which may be required under the Contract or the Law, and documents certifying their qualifications and right to design, execute and complete the Works in accordance with the procedures established in the Laws and (or) by the manufacturers of the Plant and (or) Materials, as well as the qualifications and the right to properly perform other obligations taken under the Contract.

**4.2 Performance Security**

**Change the Clause and interpret it as follows:**

To ensure the proper performance of the Contract, the Contractor at his own expense must provide the Employer with the signed Contract and a hard copy of Performance Security or a Performance Security signed by the issuing legal entity with a qualified electronic signature. within the period specified by the contracting authority. The amount of the Performance Security shall be not less than 5 (five) per cent of the amount of the Accepted Contract Amount excluding VAT.

The duration of the Performance Security may be established by one of the following ways:

1. for the entire period of performance of the Works, but not less than 28 (twenty-eight) days after the estimated date of issue of the Taking-Over Certificate, as specified below in this Clause,
2. for a period of not less than 1095 (one thousand ninety-five) days from the effective date of the Contract with an obligation to provide an extended Performance Security for the remaining the Performance Period not later than in 28 days before the expected Performance Security expiry date, but not less than for 28 (twenty-eight) days after the expected date of issue of the Taking-Over Certificate, as specified below in this Clause.

The Performance Security must be a bank or credit union guarantee or insurance company surety letter prepared in accordance with the form specified in the Contract.

At least the «A-» or «A3» long-term credit rating assigned by «FitchRatings» or «Standard & Poor’s» or «Moody’s» credit rating agency must be assigned to the bank, credit union or insurance company issuing the Performance Security on the date of issuance of the Performance Security. If a financial group bank, credit union or insurance company or their branch is not assigned a separate credit rating, then the parent financial group bank (i.e., directly managing the bank, credit union or insurance company issuing the Performance Security) must have ratings at least higher than the above on the Performance Security issuance date. Upon the request of the Employer, the Contractor must submit the relevant documents proving that the bank, credit union or insurance company that issued the Performance Security has the appropriate ratings as of the date of submission of the Performance Security.

A guarantee from a bank or credit union or a surety bond from an insurance company to ensure the validity of the performance of the contract must be prepared in accordance with the sample form provided in Part C of the PD. The content of the bank or credit union guarantee or insurance company surety bond provided by the contractor takes precedence over any other documents governing such bank or credit union guarantees or insurance company guarantees. Before providing the Performance Security, the Contractor may ask the Employer to confirm that he agrees to accept the Performance Security offered by him. In this case, the Employer will give the Contractor a response no later than within 3 (three) business days from the date of receipt of the request. This confirmation does not deprive the Employer of the right to reject the Performance Security upon receipt of information that the bank, credit union or insurance company ensuring the performance of the Contract is insolvent or has not fulfilled its obligations to the Employer or other economic entities or has improperly performed them.

If the Employer or the Contractor receives the information that the bank or credit union that issued the guarantee or insurance company that issued the surety bond has become insolvent or has not fulfilled its obligations to the Employer or other economic entities, or has improperly performed them, the Contractor undertakes to submit the Performance Security issued by another bank, credit union or insurance company within 21 (twenty-one) days.

The Contractor shall provide the Engineer with a copy of the Performance Security.

The Performance Security is intended to ensure the fulfilment of all contractual obligations of the Contractor and the indemnification of the direct and indirect losses of the Employer, also including payment of interest, penalties, fines or other types of compensation.

The Contractor must ensure that the Performance Security is valid for 28 (twenty-eight) days after the intended date of issue of the Taking-Over Certificate, i.e. when the Contractor completes and finishes all Works and eliminates any defects. If the Performance Security specifies the expiry date, and in 28 (twenty eight) days prior to the expiry date the Taking-Over Certificate has not been issued, the Contractor must immediately, but not later than within 10 (ten) business days from the specified date (i.e. from the date calculated in 28 (twenty-eight) days before the expiry of the Performance Security), extend the validity period of the Performance Security. The Extended Performance Security must be valid for 28 (twenty-eight) days after the date of issue of the Taking-Over Certificate.

The Employer shall have the right to use the Performance Security if:

1. The Contractor does not extend the Performance Security as described above. In this case, the Employer may request the full amount of the Performance Security valid at the time of the Employer’s claim;
2. The Contractor does not pay the amount referred to the Employer or payable with the Contractor’s agreement to pay, or determined in accordance with Clause 2.5 [*Employer’s Claims*], Clause 8.7 [*Delay Damages*] or Article 20 [*Claims, Disputes and Arbitration*] within 28 (twenty-eight) days after the latter’s consent or the determination of the circumstances under which such amounts become payable;
3. The Contractor does not perform the obligations within 28 (twenty-eight) days after receiving the Employer’s letter demanding the fulfilment of the outstanding obligations;
4. circumstances arise which entitle the Employer to terminate the Contract in accordance with Clause 15.2 [*Termination by Employer*], notwithstanding sending of a notice of termination;
5. other circumstances provided for in the Contract are present.

The Performance Security shall be returned to the Contractor not later than within 28 (twenty-eight) days after the issuance of the Taking -Over Certificate.

**4.4 Subcontractors**

**Change the first paragraph of Sub-Clause 4.4 and interpret it as follows:**

Only the Subcontractors specified in the List of Subcontractors provided by the Contractor together with the Tender (Appendix 4 [*List of Subcontractors*]) may be Subcontractors under the Contract and shall refer to the Contractor’s personnel under the Contract. New Subcontractors may be added to the List of Subcontractors (suppliers) or the nature of their activities specified in this List may be extended only with the prior consent of the Engineer. Upon conclusion of the Contract, but not later than before the commencement of the Works, the Contractor must revise the List of Subcontractors by entering the names, contact details and representatives of the Subcontractors known to him at that time. When revising the List, the Contractor may replace the Subcontractors whose capacity he relied upon to meet the requirements of the Procurement Terms and Conditions (in this case, the new Subcontractors must meet the grounds for exclusion and qualification requirements set out in the Procurement). Then the Contractor shall revise (change, add, delete) the List of Subcontractors only in accordance with the procedure, conditions and grounds established in the Contract.

The Contractor must immediately, but not later than within 3 (three) business days, notify the Engineer about the change of contact details of Subcontractors.

In the cases specified in the Procurement Terms and Conditions, the Contractor (or the Subcontractor on whose specific capacity the Contractor relies on) shall perform the relevant Works, services, erection or installation of the Plant and other goods himself.

**Add item (c) to Sub-Clause 4.4 and interpret it as follows:**

The Contractor must notify the Engineer and the Employer of the date of commencement of Works by each Subcontractor at the Construction Site not later than in 40 (forty) days. The notice must be accompanied by the contact details and qualifications of the Subcontractor’s representatives responsible for the performance of Works. In 40 (forty) days prior to the commencement of the Work on the Construction Site, each employee of the Contractor and Subcontractor shall submit documents to the Employer or the department specified by him for the purpose of inspection in accordance with the Law on Nuclear Energy and other Laws. Upon request, the Employer will provide the Contractor with the necessary forms to be filled in.

**Supplement Sub-Clause 4.4 with the following text:**

The Contractor shall provide the Engineer with copies of the contracts concluded with his Subcontractors. The Contractor must ensure that the following conditions are included in the contract concluded between the Contractor and each Subcontractor:

1. a condition requiring the Subcontractor to hold the necessary qualification certificates and / or right acknowledgement documents, operating licenses and permits to work at the Site throughout the performance of the Contract;
2. a condition requiring the Subcontractor, whose capacity the Contractor relied on in submitting the Tender, to comply with all the requirements of the Procurement Terms and Conditions on which the Contractor relied in submitting the Tender throughout the performance of the Contract;
3. a condition prohibiting the Subcontractor from assigning or transferring all or part of his obligations to a third party without the Contractor’s consent;
4. a condition giving the Employer the same right of claim against the Subcontractor for the quality of the works performed by the Subcontractor and the elimination of defects after signing the Taking-Over Certificate as the Contractor has (contract for the benefit of a third party);
5. a condition requiring the Subcontractor (or its personnel), to whom the Law on the Protection of Objects of Importance to Ensuring National Security of the Republic of Lithuania applies, to provide all information and documents required under this Law;
6. a condition giving the Employer the right, upon his discretion, to make claims for the elimination of defects or deficiencies in the Works to the Contractor or directly to the Subcontractor.

The Contractor shall immediately, but not later than 7 (seven) business days prior to the event, inform the Engineer that he intends to:

1. replace the Subcontractors with other Subcontractors or take over part of their Works (services, goods);
2. increase the share of Subcontracting,
3. change the scope of the Works performed by the Contractor himself by reducing the share of Subcontracting,
4. extend the nature of the Works performed by its Subcontractors as set out in the List of Subcontractors, or
5. change the nature of the Work performed by himself or by his Subcontractors (for example, to provide that a Subcontractor who has been used for ground works will also carry out finishing works);
6. remove (replace) any existing Subcontractor;
7. change the part of the Works and other obligations under the Contract for which the Contractor uses Subcontractors (hereinafter referred to as the share of Subcontracting), including - change the scope of the Works performed by the Contractor himself;
8. change the scope of the Works performed by a particular Subcontractor;
9. attract a new Subcontractor.

The Contractor may, at his discretion, replace Subcontractors whose capacity the Contractor has not relied on to comply with the requirements set out in the Procurement Terms and Conditions, or take over a part of their Works (services, goods) and with the prior written consent of the Engineer add new Subcontractors to the List of Subcontractors.

The Contractor shall have the right to change the scope or nature of the Works (services provided, goods supplied) performed by a specific Subcontractor whose capacity the Contractor did not rely on to comply with the requirements set out in the Procurement Terms and Conditions, without prior consent of the Engineer, if the specific Subcontractor is able to perform such Works.

In all cases, the Engineer and the Employer have the right to demand the Contractor to provide evidence that he or his Subcontractors meet the necessary qualification requirements to perform the relevant Works and that there are no grounds for exclusion specified in the Procurement Terms and Conditions.

The Contractor shall have the right to attract new Subcontractors when:

1. for the proper and timely performance of the Contract, it is necessary to increase the speed of performance of the Contract;
2. otherwise amended in accordance with the terms of the Contract; or
3. any Subcontractor is removed.

The Contractor must replace or remove the Subcontractor or his representative (natural person) when demanded by the Engineer or the Employer, in the following cases:

1. when the Engineer or the Employer reasonably demand the Contractor to replace the Subcontractor;
2. when, during performance of the Contract, the Subcontractor fails to perform the Works and (or) obligations to the Contractor properly;
3. when the Subcontractor is unable to perform the Works and (or) obligations to the Contractor due to the initiated restructuring, bankruptcy proceedings, out-of-court bankruptcy proceedings, compulsory liquidation proceedings or similar proceedings;
4. under other circumstances beyond control of the Contractor which the responsible and prudent Contractor could not foresee before the conclusion of the Contract;
5. the Subcontractor no longer meets at least one of the qualification requirements set out in the Procurement Terms and Conditions that the Subcontractor had to meet;
6. If it emerges that there is at least one ground for exclusion of the Subcontractor established by the Employer, as well as if the Subcontractor (his representing natural person) does not comply with the Law on the Protection of Objects Important for National Security or other similar law;
7. the Subcontractor loses competence, resources, technical and (or) financial capacity and as a result refuses or confirms that he is unable to perform all or a part of the Works properly; or
8. the Subcontractor does not perform or is unable to perform the Works, does not comply with the terms of the Contract or subcontract related to the quality of the Works, does not commence the Works at the agreed time or works too slowly to complete the Works within the Time for Completion.

If it emerges that the Subcontractor meets at least one of the removal conditions listed above, the Contractor must immediately suspend him from the Works and remove him from the Construction Site.

The Engineer or the Employer, having evidence that the Subcontractor does not comply with the environmental, social and labour law obligations set out in the European Union and National Law, collective agreements and international conventions referred to in the Law on Public Procurement, may check the grounds for exclusion of the Subcontractor which were established in the Procurement Terms and Conditions even in cases where the Contractor does not rely on the capacity of a Subcontractor with whom a subcontract has been or is being concluded for the performance of a part of the obligations under the Contract.

If the Contractor relied on the Subcontractor’s capacities during the Procurement and the Engineer or the Employer has reasonable suspicions that the Subcontractor’s position during the performance of the Contract meets at least one of the exclusion grounds set out in the Procurement Terms and Conditions and (or) no longer meets the qualification requirements set out in the Procurement Terms and Conditions and (or) is incompetent to perform the set obligations, he has the right to demand the Contractor to replace the Subcontractor immediately, but not later than within 10 (ten) business days or to demand the Contractor to perform the Subcontracted Works himself.

Upon demand of the Employer or the Engineer, the Contractor must submit the documents confirming the compliance with the qualification requirements of the Subcontractors and (or) the absence of grounds for exclusion no later than within 4 (four) business days.

In cases where the consent of the Employer is required under this Clause, the Contractor shall submit an appropriate reasoned request to the Engineer, and the Engineer shall provide his opinion to the Employer.

The Engineer shall assess the request submitted by the Contractor not later than within 5 (five) business days from the submission of such request of the Contractor and the documents supporting it and submit his opinion to the Employer.

The Engineer shall notify the Contractor in writing of his decision within 10 (ten) business days from the receipt of the Contractor’s request for consent in accordance with the procedure set forth in this Clause. If the Engineer refuses to give consent, the Engineer must specify the reasons for the refusal.

When the Engineer gives his consent, the List of Subcontractors shall be changed accordingly (if necessary). Such consent of the Engineer shall not reduce the Contractor’s general liability for any of his Subcontractors.

The Engineer’s consent or refusal to give consent does not entitle the Contractor to review the Contract Price and (or) extend the Time for Completion.

The Employer has the right to conclude contracts with other persons to perform individual works related to the Works. In this case, these persons shall be directly liable to the Employer for non-performance or improper performance of their contract with the Employer.

If the Contractor conclude a subcontract without the written consent of the Engineer to a Subcontractor not specified by the Contractor in the List of Subcontractors or performs other activities that require the Engineer’s consent under the Contract, the Employer shall be entitled to apply the penalties for breach of the Contract.

The Subcontractor may commence the Works only in accordance with the procedure set forth in this Clause after the Contractor has received the written consent of the Engineer or informed the Engineer when the consents are not required.

The Engineer and (or) the Employer have the right to check the suitability of the Contractor’s settlements with the Subcontractors during the entire term of the Contract. The Contractor must provide the Engineer and (or) the Employer with detailed information and documents proving that such settlements are made in a timely and proper manner no later than within 5 (five) business days after the request. The Engineer and (or) the Employer have the right to contact the Subcontractors directly at their own discretion and to receive such information from them. If the Contractor unreasonably delays or otherwise improperly settles accounts with the Subcontractors for their work and this reasonably threatens that the Works will not be completed properly or on due time, the Employer shall be entitled to settle with the Subcontractor on behalf and at the expense of the Contractor under the procedure and conditions provided for in the Contract.

**4.5 Assignment of Benefits of Subcontract**

**Sub-Clause 4.5 does not apply.**

**4.6 Co-operation**

**The paragraph to be added in the end of Sub-Clause 4.6:**

The Contractor must co-operate with the competent authorities of the Republic of Lithuania and the European Union supervising the use of European Union funds, including the National Agency.

**4.8 Safety Procedures**

**The paragraphs to be added in the end of Sub-Clause 4.8:**

The Contractor and the Contractor’s personnel must strictly comply with the safety requirements and draw up and apply safety plans for the activities carried out at the Construction Site.

Prior to the commencement of construction works at the Construction Site, the Contractor shall prepare and submit to the Engineer a Plan for Safety and Health Measures for the Structure Construction, which shall be prepared specifically for the Works, the Construction Site and other locations where the Contractor intends to perform the Works.

The Contractor shall immediately, as soon as possible, inform the Engineer of any accident that has occurred at the Construction Site or in other place of performance of the Works, and if such accident is related to injury or death, the Engineer shall be notified immediately.

In accordance with the procedure established by Laws, the Contractor must prepare construction rules and a Technological Design for Construction Works, in which the Contractor describes all necessary occupational safety measures. The Contractor must also comply with all other requirements of the Laws related to occupational safety.

The fact that the Employer is responsible for the safety of its personnel who operate the existing facilities does not release the Contractor from responsibility for the safety of all persons entitled to be at the Construction Site.

The Contractor must protect the Employer against any liability related to the presence of unauthorized persons at the Construction Site or accidents to them while staying or entering the Construction Site.

**4.11 Sufficiency of the Accepted Contract Amount**

**The paragraph to be added in the end of Sub-Clause4.11:**

When calculating the Accepted Contract Amount, the Contractor has considered and assessed that the Quantities of Works specified in the Technical Design are only indicative. The Contractor shall be responsible for the correct calculation of the Accepted Contract Amount.

**4.16 Transport of Goods**

**Add item (d) in the end of Sub-Clause** **4.16 and interpret it as follows:**

(d) The Contractor shall be responsible for all customs procedures, permits, fees and charges related to the import, transport and transfer of goods, including all obligations related to their delivery to the Site.

**4.19 Electricity, Water and Gas**

**Supplement Sub-Clause 4.19 with the text below:**

According to the needs related to the construction works, the Contractor must obtain the technical conditions issued by the electricity, wastewater removal and water supply or telecommunication companies, prepare the necessary documentation, install the necessary plant and pay all costs related to this temporary engineering plant required for the construction needs.

The materials, plant and installation of temporary engineering plant must meet the requirements of the companies that issued the conditions.

**4.21 Progress Reports**

**Chane Sub-Clause 4.21 and interpret it as follows:**

The Contractor shall prepare a Progress Report each month from the commencement of the Work and submit one copy to the Engineer and one copy to the Employer. The first Report must cover the period from the date of commencement of the Work. Then the Reports must be submitted monthly, on the last day of the current month.

Each Report shall include:

1. a detail description of the Work progress, including supply, manufacture, installation, construction and testing, and a Work Progress Schedule;
2. detail information described in Sub-Clause 6.10 [*Records of Contractor’s Personnel and Plant*];
3. test results, hidden work reports and Certificates of Materials;
4. a list of notices sent according to Sub-Clause 2.5 [*Employer’s Claims*], and notices sent according to Sub-Clause 20.1 [*Contractor’s Claims*];
5. a comparison of the actual and planned progress of the Works, giving details of any events or circumstances which might prevent the completion of the Works, as provided for in the Contract, and the measures taken or to be taken to avoid delays;
6. Other information and data in accordance with the requirements set out in the Contract.

Having determined that the Work Progress Reports do not comply with the terms of the Contract or the information contained therein does not correspond to the actual situation, the Engineer may provide the Contractor with appropriate comments and a request to correct the Work Progress Reports. The Contractor must correct the Work Progress Reports not later than within 7 calendar days, considering the Engineer’s comments and resubmit them to the Engineer and the Employer.

**4.22 Security of the Site**

**Supplement Sub-Clause 4.22 with item (c):**

1. The Contractor must ensure the permanent (24 hours a day) security of the Construction Site at his own expense.

**4.23** **Contractor’s Operations on the Site**

**The phrase “After issue of the Taking-Over Certificate” in the third paragraph of Sub-Clause 4.23 is replaced with the phrase “Before issue of the Taking-Over Certificate”.**

**Clause 5 Nominated Subcontractors**

**Clause 5 does not apply.**

**Clause 6 Staff and Labour**

**6.7 Safety and Health**

**Supplement Sub-Clause 6.7 as follows:**

Prior to the commencement of the Work, the Contractor must appoint a Construction Safety and Health Coordinator, who will be obliged to prepare a Plan for Construction Safety and Health Measures, coordinate and control the implementation of occupational safety and health requirements and workplace plant regulations.

**6.9 Contractor’s Personnel**

**Supplement Sub-Clause 6.9 as follows:**

In case of doubt as to the qualifications of the Contractor’s personnel, the Contractor shall, upon the request of the Engineer or the Employer, provide information and supporting documents on the qualifications and experience of each category of personnel in the relevant fields of activity.

**6.12 Alcoholic Liquor or Drugs**

**Supplement Sub-Clause 6.12 as follows:**

The Contractor shall not, otherwise than in accordance with the Laws, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Subcontractors, agents or employees.

The Contractor shall ensure that his employees and (or) third parties whom the Contractor is responsible for are not under the influence of alcohol, drugs, toxic and (or) psychotropic substances during the performance of the Works, and that the Engineer or the Employer has the right to control how the Contractor fulfils this obligation. Technical or other means (alco-testers, etc.) may be used to detect intoxication from alcohol or psychotropic substances. In case of non-compliance with the requirements set forth in this Clause, the Contractor undertakes to pay a fine of EUR 3000 to the Employer for each identified case of non-compliance with such requirements.

**6.13 Foreign Personnel**

**Supplement the Clause with new Sub-Clause 6.1**3**:**

If it emerges that the Contractor has hired foreign civil staff and employees breaching the Laws, the Contractor must pay a fine of EUR 2 000 to the Employer for each such breach.

**6.14 Festivals and Religious Customs**

**Supplement the Clause with new Sub-Clause 6.14:**

In relations with the Contractor’s personnel, the Contractor must respect nationally recognized holidays, religious and public holidays of the Country.

 **Clause 7 Plant, Materials and Workmanship**

**7.1 Manner of Execution**

**The paragraphs to be added in the end of Sub-Clause 7.1:**

All Plant and Materials must be new and high-quality and must comply with the requirements of the Contract. All Plant and Materials must comply with Laws, European Union requirements and standards; if the Materials are required to have declarations of performance, they must be submitted together with the relevant declarations in Lithuanian language.

It is prohibited to use Goods (including their components) originating from the countries or territories specified in the list approved by the resolution No. 280 of the Government of the Republic of Lithuania of 30 March 2022 “On the implementation of the provisions of Parts 13, 14 and 15 of Article 92 of the Law on Public Procurement of the Republic of Lithuania".

All Goods must meet the requirements of the country of origin specified in the Employer’s requirements (if specified) and may not be imported from countries from which imports are prohibited by the United Nations Security Council decisions or which are the subject to the United States or European Union restrictive measures (sanctions) or international sanctions of other international organizations. The Goods must be transported by carriers from countries that meet the requirements of the country of origin specified in the Employer’s requirements (if specified) unless the Employer allows an exception in writing due to possible excessive costs or delays. Banking, insurance and performance security services may be provided only by persons who meet the requirements of the country of origin specified in the requirements of the Employer (if specified).

All Works must be carried out using the Materials, the properties of which during the economically reasonable period of use of the structure would ensure the essential requirements of the structure provided for in Regulation (EU) No 305/2011 of the European Parliament and of the Council of 9 March 2011 laying down harmonised conditions for the marketing of construction products and repealing Council Directive 89/106/EEC (in Regulation of Construction Products). The structures must be constructed (reconstructed) and constructed, and the construction site plot (s) must be managed in such a way that during the construction and use of the constructed or reconstructed structures the living and operating conditions of third parties prior to construction do not change beyond what is permitted by Laws.

The Contractor shall immediately notify the Employer and the Engineer and suspend the work until receipt of instructions, when:

1. materials, other assets or documents received from Employer are of inappropriate or poor quality;
2. adherence to the Engineer’s instructions for the manner in which the work is to be performed endangers the suitability or strength of the work to be performed;
3. there are other circumstances beyond the Contractor’s control which endanger the suitability, strength or safety of the work performed**.**

Upon receipt of the Contractor’s warning of the circumstances provided for in items (a), (b) or (c) above, the Engineer shall respond to the Contractor within 7 days and, if necessary, give the necessary instructions. If the Contractor fails to warn the Employer and the Engineer or continues the work without waiting for the Engineer’s response, or fails to comply with the Engineer’s instructions received in a timely manner, the Contractor shall not be entitled to rely on the circumstances in items (a), (b) or (c) above and shall be responsible for the deficiencies in the documents prepared by the Contractor and the Works. Disputes concerning breaching of these provisions shall be settled in accordance with the procedure established in Clause 20 [*Claims, Disputes and Arbitration*].

**7.3 Inspection**

**The paragraphs to be added in the end of Sub-Clause** **7.3:**

The Employer and (or) Engineer may outsource the inspection or testing of the Plant or Works to independent specialists.

The Contractor who has improperly performed the Contract shall not be entitled to rely on the fact that the Engineer or the Employer has not performed the control and supervision of the Works or has performed it improperly.

**7.4 Testing**

**Part (b) of the fifth paragraph of Sub-Clause 7.4 does not apply*.***

**New paragraph to be added in the end of Sub-Clause 7.4:**

Notwithstanding the above, if the works or services required for any part or the facility of INPP Near Surface Repository for Low- and Intermediate-Level Short-Lived Radioactive Waste, for which the Contractor is not responsible, have not been completed within the set term and due to this reason it is impossible to perform any tests under the Contract, the Time for Completion shall be extended until the necessary works on other facilities of INPP Near Surface Repository for Low- and Intermediate-Level Short-Lived Radioactive Waste are completed and the tests are possible, and the Contractor shall not have no right to terminate the Contract. If for the reasons set forth in this paragraph, the Contractor is unable to perform any tests for more than 175 days from the scheduled start of the tests, the Engineer shall suspend the Works according to Sub-Clause 8.8 [*Suspension of Work*] or according to Sub-Clause [*Variations and Adjustments*] an Amendment will be initiated and specified or approved.

**Clause 8 Commencement, Delays and Suspension**

**8.1 Commencement of Works**

**Change the first paragraph of Sub-Clause 8.1 and interpret it as follows:**

The Engineer, by specifying the date, must inform the Contractor of the commencement of the Work not later than in 7 days. Commencement of work must be determined within 42 days from the effective date of the Contract. The Contractor shall submit a Detailed Programme and Estimates to the Engineer prior to the commencement of the Work. The Programme shall be prepared, approved and submitted to the Engineer by the Contractor not later than within 42 days after the effective date of the Contract.

**8.2 Time for Completion**

**Item (c) to be added in the end of Sub-Clause 8.2:**

1. Issuance of a Construction Completion Certificate for each Work Section provided for in the Contract.

**8.3 Programme**

**Change the first paragraph of Sub-Clause 8.3 and interpret it as follows:**

The Contractor shall, in accordance with the requirements of the Contract, prepare and submit to the Engineer a detail Programme prior to the commencement of Works in accordance with Sub-Clause [*Commencement of Works*]. The Contractor shall also promptly adjust and submit to the Engineer the revised Programme whenever the former is inconsistent with the existing Work Progress, the Contractor’s obligations, or as instructed by the Engineer to do so. Each Programme must include:

**Delete items from (a) to (d) in the first paragraph of Sub-Clause 8.3 are replace with the text below:**

1. A Quality Assurance Plan with an integrated detail progress schedule for services, goods and works (hereinafter referred to as the Detailed Contract Performance Schedule and / or Schedule), as well as an integrated Detailed Inspection and Testing Plan (including all studies). The detail Contract Performance Schedule shall include the terms of preparation, acquaintance and approval of the engineering studies (if applicable), the Detail Design and the Technical Detail Design, examination and correction of these Designs according to the received comments, construction works for each main Work stage, Plant installation, commissioning and adjustment, terms and dates of tests, construction completion procedures, handover to the Employer, as well as all other information and data specified in the Technical Task. The detail Contract Performance Schedule must clearly indicate the order (sequence) of performance of the Works.

**The paragraphs to be added in the end of Sub-Clause 8.3:**

If the Engineer requests an update of the Programme, the Contractor shall submit the updated Programme within 7 days from the date of receipt of such request, unless the Engineer specifies another term for the submission of the updated Programme in his request.

If the Contractor delays submission of the Programme or an updated programme when the Engineer requests an update of the Programme, the Employer shall have the right to demand that the Contractor pay a penalty, the amount of which is specified in the Appendix to the Tender, for each day of delay. The Contractor shall also indemnify the Employer for the direct losses incurred by the Employer when planning the activities based on the Programme submitted by the Contractor due to the Contractor’s failure to update the Programme on due time, to the extent that the losses exceed the number of penalties.

Neither the submission of the Programme nor the reviews or notifications under this Cause shall entitle the Contractor to adjust the Contract Price and (or) extend the Time for Completion.

Neither the comments of the Engineer or the Employer of any nature or scope on the Programme, nor the cases in which no comments or objections are submitted, shall release the Contractor from his obligations under the Contract.

**8.4 Extension of Time for Completion**

**The first sentence and items (a) and (e) shall be deleted from Sub-Clause 8.4 and replaced with the text below:**

The Contractor shall be entitled subject to Sub-Clause 20.1 [*Contractor’s Claims*] to an extension of the Time for Completion if and to the extent that completion for the purposes of Sub-Clause 10.1 [*Taking-Over of the Works and Sections*] is or will be delayed by any of the following causes (if the Contractor could not foresee such circumstances and the circumstances are beyond the control of the Contractor):

1. a Variation under Sub-Clause 13.3 [*Variation Procedure*],
2. any delay, impediment or prevention caused by or attributable to the Employer, the Employer’s Personnel, or the Employer’s other contractors on the Construction Site, or according to clause 17.3 [*Employer’s Risks*] if due to such circumstances the Contractor is unable to perform all or a part of his other obligations under the Contract (for example, to perform other Works in another part of the Construction Site).

**The paragraphs to be added in the end of Sub-Clause 8.4:**

In such case, if there are circumstances specified in the Contract that entitle the Contractor to the Extension of the Time for Completion, but at the same time the Contractor is also late in performance works under the existing Programme under Sub-Clause 8.3 [*Programme*] and (or) the current Contract performance speed is too low to complete the Works and other obligations within the relevant Time for Completion , for reasons other than those listed in Sub-Clause 8.4 [*Extension of Time for Completion*] (entitled *concurrent delays*), the Time for Completion shall be extended, but the Contractor loses the right to payment and reasonable profit (if the profit is provided for in the Contract) for the entire period when the Contractor is late in performance of the works and (or) the speed of performance of the Contract is too low for reasons other than those provided for in Sub-Clause 8.4 [*Extension of Time for Completion*].

Together with the claim (interim or final) referred to in Sub-Clause 20.1 [*Contractor’s Claims*], the Contractor shall provide the Engineer with reasoned and detailed explanations based on objective evidence of the circumstances in the Contract being the basis for Extension of Time for Completion, affecting the Contract performance speed and making impossible fulfilment of the Contractor’s obligations, complete the Works and to carry out the Final Tests within the Time for Completion.

The Time for Completion of the Works and (or) all or some of the Sections (stages) may not be extended beyond the relevant maximum possible time limits provided for in the Contract Documents or the Laws.

The Parties clearly agree that the extension of the Time for Completion of the Section does not entitle the Contractor to request an extension of the Time for Completion of the whole Facility and the actual circumstances must be assessed in each specific case and the terms of the Contract must be followed.

**8.7 Delay Damages**

**Change Sub-Clause 8.7 and interpret it as follows:**

If the Contractor:

1. fails to comply with the requirements of Sub-Clause 8.2 [*Time for Completion*], i.e. fails to complete the Works or the Section on due time, and/or
2. delays in preparing the documents referred to in Sub-Clause 8.1 [*Commencement of Works*], which are necessary for the Contractor to commence the Works at the Site, in accordance with the procedure and within the terms set out in Sub-Clause 8.1 [*Commencement of Works*], and/or
3. is more than 7 days late in submitting to the Employer the relevant documents confirming any duly issued and valid security referred to in Sub-Clause 4.2 [*Performance Security*],

The Contractor must pay the Employer a compensation for the delay, which is included in the Appendix to the Tender, but the final amount to be paid under this Clause shall not exceed the total amount of compensation for delay included in the Appendix to the Tender.

Compensation for delay shall not release the Contractor from any obligation to complete the Works or of any other obligation or liability under this Contract. By claiming compensation for the delay, the Employer does not lose the right to other methods of defence of his rights.

Compensation amounts must be paid to the Employer according to the separate invoices submitted by the Employer to the Contractor. However, without prejudice to other methods for defence of rights provided for in this Contract and the Laws, the Employer shall have the right to deduct at its discretion all amounts of compensation from the amounts payable to the Contractor by unilateral set-off and giving a written notice to the Contractor, or use the Performance Security, or demand submission of an additional bank or credit union guarantee or insurance company surety letter for the payment of the remaining amount of compensation for delay in accordance with all the requirements applicable to the Performance Security in accordance with Sub-Clause 4.2 [*Performance Security*].

Compensation for delay shall be calculated from the day following the expiry date of the relevant deadline and shall be calculated until the date on which the Contractor performs the relevant actions which the deadline has been extended.

If the calculated amount of compensation exceeds the maximum amount of compensation for delays set out in the Appendix to the Tender, the Employer shall have the right to terminate the Contract by giving 14 days written notice to the Contractor.

If the Contractor is late to complete the Works or the Group during the Time for Completion through his own fault and in this result other works on construction of other facilities of INPP Near Surface Repository for Low- and Intermediate-Level Short-Lived Radioactive Waste outside the scope of the Works, the Contractor shall indemnify the Employer the losses incurred in this result. In this case, the Employer’s losses include, among other things, penalties payable by the Employer to third parties hired to perform construction works in construction of other facilities of INPP Near Surface Repository for Low- and Intermediate-Level Short-Lived Radioactive Waste. These losses are not included in the maximum amount of compensation for delays provided for in the Appendix to the Tender.

**8.10 Payment for Plant and Materials in Event of Suspension**

**Supplement the second paragraph of Sub-Clause 8.10 and interpret it as follows:**

Sub-Clause 8.10 applies if the installation of the Plant or the delivery of the Plant and (or) Materials is suspended through the fault of the Employer.

**8.11 Prolonged Suspension**

**Sub-Clause 8.11 shall be deleted and replaced with the text below:**

If the suspension under Sub-Clause 8.8 [Suspension of Work] lasts for more than 84 days, the Contractor may require permission from the Engineer to continue the work. If the Engineer does not give the permit within 28 days after receipt of the request for a permit, the Contractor shall be entitled, in addition to the rights provided for in Sub-Clause 8.9 [Consequences of Suspension] and Sub-Clause 8.10 [Payment for Plant and Materials in Event of Suspension], to:

1. receive payment for the value of the Plant and (or) Materials delivered to the Site or to the Contractor which have been ordered for the execution of the Works and which the Contractor has marked as the property of the Employer. During the suspension period, the Contractor must maintain, store, protect against damage or loss all Plant and Materials for which the Contractor is entitled to receive payment;
2. receive interest for the period during which payment or payments under the Payment Schedules (Appendix 1 [Payment Schedule]) that would otherwise would have been received by the Contractor for the Works / other stages performed prior to the suspension order have been withheld due to the suspension of the Works or other stages / other stages. The annual interest shall be calculated as 6-month EURIBOR plus 2 % (if EURIBOR <0, calculated at 2 %) of the number of withheld payments, where EURIBOR is the euro interbank market rate set by the European Banking Federation published at the latest before the Engineer’s suspension order. Interest shall be recalculated every 6 months based on the relevant latest 6-month EURIBOR and paid in euros.

If the suspension of the Works (but not other stages) in accordance with Sub-Clause 8.8 [*Suspension of Work*] lasts for more than one year, the Contractor may, after giving a notice to the Engineer, consider the suspension to be an omission in accordance with Clause 13 [*Variations and Adjustments*]. If all Works have been suspended, the Contractor may give notice of termination in accordance with Sub-Clause 16.2 [*Termination by Contractor*].

**Clause 9 Tests on Completion**

**9.1 Contractor’s obligations**

**Supplement Sub-Clause 9.1 with new paragraphs:**

During the Tests on Completion, in addition to the requirements set out in the Technical Task, it is necessary to assess the requirements set out in the construction technical regulation STR 1.05.01: 2017 “Construction Permits. Completion of construction. Suspension of construction. Elimination of the consequences of arbitrary construction. Elimination of Consequences of Construction Under an Illegally Issued Construction Permit” and the requirements specified in other legal acts regulating the design and construction of structures of nuclear power facilities. The Tests on Completion also include tests, investigations and procedures initiated by state authorities such as the VATESI, the Public Health Centre, the Fire Protection and Rescue Department, the State Energy Inspectorate and tests initiated by other authorities, which must be performed upon completion of construction.

Until the competent state authorities and the Engineer have approved all the Contractor’s Reports on Tests for Completion or issued a certificate (s) stating that all the Tests on Completion have been carried out, the Contractor shall not be deemed to use any part of the Works and the Contractor shall be responsible for accidental loss or damage to the result of the Works.

**Clause 10 Employer’s Taking Over**

**10.1 Taking Over of the Works and Sections**

**The phrase “and it shall be considered issued under this Clause” in the last sentence of the first paragraph of Sub-Clause 10.1 shall be deleted**

**Delete the last paragraph of Sub-Clause 10.1 and replace with the text below:**

If the Engineer does not organize the application or the Employer does not apply to the State Territory Planning and Construction Inspectorate in accordance with Sub-Clause 10.5 [*Construction Completion Certificate*] or does not issue a Taking-Over Certificate within 28 days and the Works or Section substantially complies with the Contract, the Contractor shall have the right to demand extension of Time for Completion due to such delay in accordance with Sub-Clause 8.4 [*Extension of Time for Completion*] and payment of all additional Costs.

**10.3 Interference with Tests on Completion**

**New paragraph to be added in the end of Sub-Clause 10.3:**

The provisions of this clause shall not apply if it is impossible to perform the Tests on Completion due to incomplete construction of other facilities of INPP Near Surface Repository for Low- and Intermediate-Level Short-Lived Radioactive Waste, failure to provide services or supply the plant for which the Contractor is not responsible and which are necessary for testing in accordance with of this Contract or no VATESI approval of “cold” trial programme has been received. If the Contractor is unable to carry out the Tests on Completion for the reasons set out in this paragraph, the provisions of the last paragraph of Sub-Clause 7.4 shall apply.

**10.5 Construction Completion Certificate**

**New Sub-Clause 10.5 shall be added:**

The Contractor, who has completed the Works and successfully completed the Tests on Completion (except for the tests initiated by the members of the State Nuclear Power Plant Construction Commission and the Construction Completion Commission), must apply to the Engineer with a request to start the Construction Completion Procedure at least in 21 days before the date when, according to the Contractor, the works will be prepared to begin the Construction Completion Procedure. Together with the request, the Contractor shall submit to the Engineer all documents of the Contractor required to obtain the Construction Completion Certificate. Since the Works are divided into Sections, the Contractor may apply separately for the commencement of the Construction Completion Procedures for each Section of Works.

Having received the Contractor’s request and the Contractor’s documents for obtaining the Construction Completion Certificate, the Engineer must organise an application within 14 days, and the Employer must apply to the State Territorial Planning and Construction Inspectorate to start the Construction Completion Procedure. The Contractor must participate in the Construction Completion Procedure, perform the compulsory Tests on Completion during the Construction Completion of the Construction as specified in Sub-Clause 9.1 [*Contractor’s Obligations*], as well as immediately meet all requirements of the members of the State Commission issuing the Construction Completion Certificate or the Engineer and (or) the Employer, related to the Construction Completion.

The Contractor must create favourable working conditions for the Employer, Engineer and Construction Completion Commission to inspect, clean and improve the Site and structures, provide the necessary transport and special clothing, provide construction documentation, organise tests specified by the Commission, provide clerical services and eliminate identified defects.

The Employer shall hand over one copy of the Construction Completion Certificate to the Contractor not later than within 7 days from the date of issue.

The Contractor must complete all outstanding works and eliminate any defects identified by the competent entities at the time of completion of the Construction, no later than 21 days from the date of issue of the Completion Certificate or other deadline agreed by the Parties, but not later than the deadlines specified in the Completion Certificate. Completion of all outstanding works specified in the Construction Completion Certificate and elimination of all defects must be approved in writing by the Engineer.

If the Contractor fails to comply with the requirements of the preceding paragraph or with the requirements of item (a) of Sub-Clause 11.1 [*Completion of Outstanding Work and Remedying Defects*], the Contractor shall in each case pay the Employer a penalty for delay in accordance with Sub-Clause 2.5 [*Employer’s Claims*]. The amount of the fine is specified in the Appendix to the Tender. Penalties shall be paid for each day passed from the relevant date on which the work in progress and defects were to be completed until the date of completion of such work in progress and the elimination of defects specified in the Engineer’s Report.

**10.6** **Warranty Period Security**

**New Sub-Clause 10.6 shall be added:**

The Contractor shall receive at his own expense and no later than together with the application for the initiation of the Construction Completion Procedure in accordance with Sub-Clause 10.5 [*Construction Completion Certificate*] provide the Employer with a Warranty Period Security ensuring the Contractor’s warranty obligations. The Warranty Period Security is one of the documents required to obtain the Construction Completion Certificate. The Contractor must provide a Warranty Period Security for each Section separately in the amount specified in the Appendix to the Tender.

The Warranty Period Security must be provided in the form of first-demand, irrevocable and unconditional bank or credit union guarantee or insurance company surety letter. The Warranty Period Security must also state:

1. that the security ensures the proper performance of the Contractor’s warranty obligations;
2. that the security, in case of the Contractor’s insolvency or bankruptcy, guarantees the payment to the Employer of the costs related to elimination of the defects caused by the Contractor’s or his Subcontractors during the first 3 years of the Defect Notification Period (warranty period);
3. Warranty period is not less than the first three years of the Defect Notification Period (warranty period) and 70 days.

On the date of issue of the Warranty Period Security, the Bank issuing the Warranty Period Security must have “A-” or “A3” long-term credit rating of the credit agencies “FitchRatings” or “Standard & Poor’s” or “Moody’s”. If a bank of a financial group or its branch is not assigned a separate credit rating, then the parent bank of the financial group (i.e. directly managing the Bank issuing the Warranty Period Security) must have at least the above ratings on the Warranty Period. Upon the request of the Employer, the Contractor must provide the relevant documents proving that the bank that issued the Warranty Period Security has the appropriate ratings for the date of submission of the Warranty Period Security.

The Contractor shall ensure that the Warranty Period Security is valid and enforceable throughout its term. If the first 3 years and 70 days of the Defect Notification Period (warranty period) do not expire before the date when 28 days remain until the end of the Warranty Period Security (for example, due to suspension of the Defect Notification Period), the Contractor shall extend the Warranty Period Security until the expected date of the expiry of the first 3 years and 70 days of the Defect Notification Period (warranty period) and submits a document confirming this fact to the Employer. If the Contractor does not extend the Warranty Period Security as described in this paragraph, the Employer will have the right to claim the full amount of the Warranty Period Security and / or apply other methods for defence of rights provided for in the Contract and / or the Laws. The Employer has the right to keep this amount as security for the fulfilment of the Contractor’s warranty obligations and use it to cover its costs incurred due to the Contractor’s failure to eliminate defects or damage in a timely manner.

The Warranty Period Security shall be returned to the Contractor not later than within 28 (twenty-eight) days after the issuance of the Performance Certificate.

**Clause 11 Defects Liability**

**The word “Engineer” shall be deleted from the whole Clause 11 and replaced with the words “Engineer or Employer”,** **regardless of case.**

If the Employer informs the Contractor that the term of powers of the appointed Engineer under the Contract has expired, decisions on all issues to be agreed with the Engineer in accordance with Clause 11 or taken by the Engineer shall be taken by the Employer.

**11.1 Completion of Outstanding Work and Remedying of Defects**

**The paragraphs to be added in the end of Sub-Clause 11.1:**

After repair of the Works, replacement of the Plant and any part thereof with a new one, the repaired part of the Works, new Plant or a new part thereof must have the same Defect Notification Period as the defective part of the Works, replaced Plant or a part thereof, but not longer than 2 years after expiry of the original Defect Notification Period.

The Contractor must eliminate the defects of the Works at his own discretion either by carrying out repair works, or by redesigning the works, or by replacing a part of the Works that does not comply with the Contract with a new high-quality one. In case of defects in the Works, the Contractor shall replace the non-conforming part of the Works with a new one, unless the Contractor (i) justifies in writing to the Employer and the Engineer that repairing of the non-conforming part of the Works will help to achieve the same result as replacing of the non-conforming part, and (ii) receives the approval of the Employer and the Engineer.

If defects in the repaired or replaced part of the Works are repeated, the Contractor must replace such part of the Works with a new one (remake), unless the Employer and the Engineer agree in writing to the Contractor’s reasonable proposal to repair such part.

The Contractor shall ensure that the Employer could, at his discretion, make claims for defects either to the Contractor or, if the Contractor fails to eliminate the defects in a manner and to the extent acceptable to the Employer, directly to Subcontractors or designers, Manufacturers and suppliers of the Plant and Materials who are not Subcontractors, and submit written evidence of such right of the Employer or the owner of the subsequent result of the Works.

If the Contractor eliminates the defects of the Works identified after the acceptance of the Works in accordance with Clause 10 [*Employer’s Taking-Over*], this shall be confirmed by the certificates of the Employer and the Engineer on the acceptance of the elimination of these defects; these certificates shall be issued for the purpose of applying of the Defect Notification Period to the repaired parts in accordance with this Sub-Clause 11.1 and its extension in accordance with Sub-Clause 11.3 [*Extension of Defects Notification Period].*

**11.4 Failure to Remedy Defects**

**The following text shall be added after brackets and the word “may” and before the two-spot in the second paragraph of Sub-Clause 11.4:**

 to impose a penalty for each day of delay in elimination the defect or damage, the amount of which is set out in the Appendix to the Tender, and

**11.5 Removal of Defective Work**

**The phrase “Warranty Period Security” shall be added instead of the phrase “Performance Security” in the second sentence of Sub-Clause 11.5.**

**11.9 Performance Certificate**

**The phrase “from the latest date on which the Defect Notification Period expired” in the second paragraph of Sub-Clause 11.9 shall be deleted and replaced with the text “from the date of expiry of the first three years of the Defect Notification Period (warranty period)”.**

**Clause 12 Measurement and Evaluation**

**12.1 Works to be Measured**

**Change the first paragraph of Sub-Clause 12.1 and interpret it as follows:**

Works under this paragraph may be measured to determine their actual quantity, as well as for other reasons, if required by the Engineer or the Employer.

**12.3 Evaluation**

**Sub-Clause 12.3 does not apply.**

**12.4 Omissions**

**Delete items (b) and (c) of Sub-Clause 12.4 and interpret it as follows:**

1. No payment will be (was) made for the work to be omitted or a part thereof;
2. The Contractor’s cost is not deemed to be included in the evaluation of any substituted work;

**Clause 13 Variations and Adjustments**

**13.1 Right to Vary**

**Add the text below in the end of the first paragraph of Sub-Clause 13.1:**

Each variation must be formalized in a “Variation Order” document signed by the Employer and the Contractor in addition to the Engineer.

**Change items (d) and (e) of Sub-Clause 13.1 and interpret them as follows:**

1. omission of any individual work, reduction of work scope or replacement of the planned individual work (or part thereof) with another work.
2. any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion. The need for additional work must be documented and agreed in writing with the Engineer.

**Supplement Sub-Clause 13.1 with items (g), (h) and (i) and interpret it as follows:**

1. Variations to the Materials, Plant specified in the Contract due to circumstances beyond the control of the Contractor (if the required Materials, Plat, etc. are no longer produced / supplied on the market) or due to other unforeseen circumstances beyond the control of the Parties.
2. in order to rationally use the Employer's funds, it is appropriate to replace individual Materials or Equipment with other materials or equipment or to reject them;
3. The Contractor submits to the Employer in writing a proposal, the implementation of which would accelerate the completion of the Works, or reduce the costs of execution of Employer's Works, the maintenance of the results of the Works or operation or increase the efficiency and value of the completed Works or would otherwise be beneficial to the Employer.

**13.2 Value Engineering**

**Delete items (c), (i) and (ii) and the last paragraph of Sub-Clause 13.2 and replace them with a new item:**

(c) if this change results in a reduction in the Contract Price of this part, the Contract Price shall be changed (reduced) appropriately.

**13.4 Payment in Applicable Currencies**

 **Sub-Clause 13.4 shall be changed and interpreted as follows:**

Payments shall be made in euros.

**13.5 Provisional Sums**

**Sub-Clause 13.5 does not apply.**

**13.7 Adjustments for Changes in Legislation**

**Sub-Clause 13.7 shall be changed and interpreted as follows:**

The Contract Price excluding VAT and the rates cannot be changed due to a change in Laws, including the resulting changed taxes, i.e. the full risk of a possible price increase is borne by the Contractor (except for the change in VAT rate). VAT is payable in accordance with mandatory legal acts, applicable Laws and international agreements. If VAT rate changes (decreases or increases) during the validity period of the Contract, the total price of the Contract will be recalculated accordingly, i.e. by adding the amount of VAT calculated according to the VAT rate valid after the change to the amount of the non-performed part of the Contract without VAT.

In case of change in VAT, the Engineer shall unilaterally draw up a Contract Price Recalculation Report due to change in VAT and submit it to the Contractor in accordance with the procedure established in the Contract. The Contract Price recalculation shall be deemed to be correct and inseparable from the Contract, if the Contractor within 3 (three) business days from the date of delivery of the Contract Price Recalculation Report due to VAT Change does not detect any technical errors and does not give a relevant written notice to the Engineer.

The changed value added tax will only affect those payments for the Works that have not been accepted for payment under the Interim Payment Certificates and for which no VAT invoice has been issued. The changed VAT rate applies to all VAT invoices issued after the official entry into force of the new VAT rate, applying the new VAT rate.

**13.8 Adjustments for Changes in Costs**

**Sub-Clause 13.8 is deleted and replaced with the text below:**

The Contract Price may be changed by acquiring Auxiliary Works, cancelling the Works, changing the Works or recalculating the Contract Price in accordance with the terms and conditions provided below.

An adjustment of Auxiliary Works is possible and Sub-Clause 13.1 [*Right to Vary*] applies only if the conditions specified in Sub-Clause 13.1 [*Right to Vary*] are met:

1. Procurement of Auxiliary Works from another contractor is impossible for economic or technical reasons, such as ensuring the interchangeability and interoperability requirements of the Works, services, Materials, Plant, facilities purchased under the Contract, and because of significant inconvenience or significant cost duplication for the Employer;
2. The value of Auxiliary Works (excluding VAT) does not exceed 10 (ten) per cent of the Accepted Contract Amount (excluding VAT).

Once the potential need for Auxiliary Works has been identified, the Contractor shall contact the Engineer in writing. To obtain the Employer’s approval for the Adjustment, the Engineer shall prepare or receive from the Contractor and submit to the Employer in writing a motivated proposal regarding the necessity of Auxiliary Works and the supporting documents. The documents submitted must include a list of all Auxiliary Works, their names, units and quantities, justification and calculations of the Auxiliary Work prices or charges, as well as added and similar costs and a reasonable profit calculated for the Auxiliary Works, arguments justifying the need for Auxiliary Works, and technical solutions (drawings, etc.). Before submitting the documentation for the Auxiliary Works provided by the Contractor to the Employer for approval, the Engineer shall perform their verification. Upon noticing inaccuracies and (or) errors, the Engineer shall return the documents to the Contractor with his comments.

The specific price of Auxiliary Works is calculated in accordance with the following mandatory conditions, in order of priority:

1. if the price or fixed rates for specific works are set out in the Estimates, the prices or rates set out in the Estimates shall apply to the Auxiliary Works;
2. if the Contract provides for fixed rates for specific works, for the Auxiliary Works (in order of priority) (i) one shall apply the rates for similar works set out in the Contract, or (ii) deduct a portion of the price from the Contract (if possible), or (iii) use components of the Contract price (if possible);
3. The price of Auxiliary Works, to which the above methods of price calculation cannot be applied, shall be calculated as Costs plus a reasonable profit for the Contractor added to them in accordance with the procedure laid down in the Contract.

Costs are calculated as the sum of direct and indirect costs.

The following requirements must be met when calculating direct costs:

1. wage costs may not exceed the resource requirements and prices set out in the Guidelines for the Pricing of Construction Estimates[[17]](#footnote-17) in force at the time of acquisition of the Auxiliary Works, together with an estimate of added costs, which cannot exceed 27 per cent of the wage amount;
2. The price of Materials and Plant may not exceed the costs incurred by the Contractor for their acquisition and is determined by estimating the ratio of the estimated price of the structure construction works calculated in accordance with the Guidelines for the Pricing of Construction Estimates in force on the time of acquisition of the Auxiliary Works and the price specified in the Tender Letter by multiplying the obtained value by the price of Materials and Plant, determined in accordance with price of construction products and plant provided in the Guidelines for the Pricing of Construction Estimates. If the Price of Materials and Plant cannot be determined in accordance with the Guidelines for the Pricing of Construction Estimates, it may not exceed the costs incurred by the Contractor for the procurement of Materials and Plant and may not exceed the average market price determined by evaluating the prices of such Materials and Plant of at least 3 other operators in that market (if the operators are on the market). Costs incurred by the Contractor under this paragraph shall not include added costs;
3. The cost of the Contractor’s plant (machinery) may not exceed the costs incurred by the Contractor for the Auxiliary Works and is determined by estimating the estimated cost of construction works, calculated in accordance with the price ratio and the value obtained by multiplying the price of Materials and Plant determined in accordance with the price of the mechanisms provided for in the Guidelines for the Pricing of Construction Estimates in force on the time of acquisition of Auxiliary Works. If the price of the mechanisms cannot be determined by applying the Guidelines, it may not exceed the costs incurred by the Contractor for the acquisition of the mechanisms and may not exceed the average market price determined by estimating the prices of such mechanisms of at least 3 other operators on that market (if operators are on the market). Costs incurred by the Contractor under this paragraph shall not include added costs;

The following requirements must be met when calculating indirect costs:

1. added costs may not exceed the amount provided for in the Guidelines in force on the time of the acquisition of the Auxiliary Works and shall be calculated only on the amount of wage;
2. The costs of the Construction Site may not exceed the costs of the Construction Site specified in the Contract, and in the absence of such data in the Contract, the costs of the Construction Site shall not exceed 9 per cent of the estimated cost of the construction work;
3. A reasonable profit (5 per cent) is calculated on the sum of direct and added costs.

Upon agreement between the Parties on the performance of the Auxiliary Works and their price, the relevant Amendment shall be formed, which shall be signed by the Engineer, the Employer and the Contractor and shall become an integral part of the Contract. The Contractor may not commence any Auxiliary Work until the Amendment has been duly formed. When performing Auxiliary Works without a duly formed Amendment, the Contractor shall be deemed to carry out these Works at his own risk and expense and shall not be entitled to demand payment for such Works. The amount of Auxiliary Works is included in the Contract Price.

The Contractor shall submit separate Reports for Auxiliary Works done and completed under each individual Amendment. The Contractor’s request for an Interim Payment Certificate, which includes Auxiliary Works, shall specify the name, measurement units, quantity, price per unit, total price of each Auxiliary Work. The Contractor may not indicate in the Reports an additional price for Auxiliary Works not performed by the Contractor in accordance with the Contract.

If the Parties do not agree on the price of the Auxiliary Works or the conditions of their performance, the Employer has the right to acquire them by making a separate public procurement in accordance with the procedure established by Laws. If the Employer acquires the Auxiliary Works from another Contractor, the Contractor shall assume responsibility for the compatibility of the performance of the Auxiliary Works with the Works. Cases when Auxiliary Works are performed by other contractors hired by the Employer shall not entitle the Contractor to request an Extension of Time for Completion.

The Employer has the right to omit specific Works (as well as the Contractor’s equipment, Goods, Materials, Plant) if these become unnecessary and / or unreasonable for the Employer. The total value of all omitted Works may not exceed 30 per cent of the Accepted Contract Amount (excluding VAT). The works are omitted only after forming the Amendment, which requires the prior consent of the Employer.

If a specific part of the Works provided for in the Contract is omitted or these Works are partially or completely replaced by Auxiliary Works, the Accepted Contract Amount shall be reduced by the amount of the price of such omitted Works. The price of the Omitted Works shall be calculated in accordance with the procedure and conditions for calculating the price of Auxiliary Works specified in this Clause and shall be formed as a relevant Amendment, which must be signed by the Engineer, the Employer and the Contractor and become an integral part of the Contract.

If a separate Amendment both omits the Works and acquires Auxiliary Works, calculating whether the value of the Amendment specified in this Clause is exceeded, the sum of the prices of the omitted and additionally acquired Goods, services and (or) works shall be considered the value of the separate Amendment.

The Contract Price may be changed (recalculated) due to changes in construction costs in the market. Recalculation of the Contract Price due to a change in the cost price is possible only in the cases and under the conditions set out below in this paragraph.

The Contract Price is regularly recalculated due to the price level changes.

Amounts payable to the Contractor are recalculated if the value of the Index announced by the Department of Statistics of the Republic of Lithuania (www.stat.gov.lt) changes (increases or decreases) for more than 0.05 % during the revision period established in this clause of the Contract. To avoid any doubts, it is emphasized that if the Index value that initiates the recalculation of the Contract price occurs, the Parties are obliged to carry out the recalculation of the Contract.

If the Department of Statistics of the Republic of Lithuania no longer compiles statistics on the Index and it is no longer published, the Index shall be replaced by another relevant index or other comparative statistical indicator agreed by the Parties, which would be closest to it.

The Contract Price due to the change in the Index is recalculated in accordance with the Contract by multiplying the value of construction works by the Index change rate calculated according to the following formula:

$$K=\frac{IP\_{b}}{IP\_{r}}$$

Where:

K – Index change rate;

IPr – previous Index value;

IPb – current Index value.

The price of the Contract is revised for the first time after the Contract enters into force, when the beginning of the previous period is the value of the Index determined on the date of Procurement Proposal submission, and the value of the Index of the current period is the Index value determined on the date of entry into force of the Contract.

The price of the Contract is revised for the second time, at the beginning of a new calendar quarter after the entry into force of the Contract, when the value of the Index of the previous period is considered to be the value determined on the date of entry into force of the Contract, and the value of the current period is considered to be the value of the Index of the first month of the calendar quarter.

The Contract price is revised for the third and subsequent times at the beginning of a new calendar quarter, when the Index value of the previous period is the Index value of the first month of the previous quarter, and the Index value of the current period is the Index value of the first month of the current calendar quarter.

The review of the contract price due to a change in the price level is carried out immediately when the Department of Statistics of the Republic of Lithuania publishes the statistical data for the specified period.

The rate is rounded to four decimal places. As the Index increases, the Contract Price increases and decreases as it decreases.

The Engineer shall prepare a report on recalculation of the amounts payable to the Contractor (Contract Price Recalculation Report). The Engineer must specify in the Contract Price Recalculation Report:

1. the previous Index value and the date of its determination,
2. the current Index value of the and the date of its determination,
3. Index change rate,
4. the recalculated value of the Initial Contract, including in accordance with Annex No. Amounts payable to the Contractor in the payment schedule provided in 1;
5. the recalculated amount of the Performance Guarantee;
6. the recalculated insurance amount for all risks related to object construction and installation works (these amounts must be multiplied by the index change factor);
7. other information relevant to the recalculation.

The Engineer shall sign the Contract Price Recalculation Report and submit it to the Employer and the Contractor.

The change of the Contract Price must be formed as Amendment and the written Contract Amendment Agreement. The indexed Contract Price shall enter into force on the day of signing the Contract Amendment Agreement by the representatives of both Parties. The Contract Price Recalculation Report is an appendix to the Contract Amendment Agreement.

The recalculation of the Contract Price shall apply to payments for the Works carried out after the date of entry into force of the Contract Amendment Agreement. A subsequent recalculation of prices or rates cannot cover a period for which a recalculation has already been made. This indexation condition does not apply to Materials and Tools for which the Contractor has already paid during the recalculation of the Contract price (i.e. a situation when the Contractor purchases certain Materials and/or Tools before the Contract Amendment enters into force, but this Amendment increases the price of the said Materials and/or Tools is not possible). In such a case, the Contractor must provide the Engineer and the Employer with a list of Materials and/or Tools (if necessary – and additional evidence/documentation) purchased before the Contract Amendment enters into force, for which shall be paid at the prices stipulated before the Contract Amendment enters into force.

If the Contractor is late in carrying out the Works within the terms set out in the Programme through his own fault, the Contract Price payments for the delayed Works may not be recalculated if this is more favourable to the Employer.

If the Contractor fails to complete the Works within the Time for Completion, the Contract Price may subsequently be recalculated using (i) the Index applicable to the month of the Time for Completion, or (ii) the Index in the current month, whichever is more favourable to the Employer. If the Contractor does not complete the Works within the Time for Completion, the Contract Price may be recalculated only upon the initiative and with the consent of the Employer.

**13.9 Restrictions on changes**

**The Clause shall be supplemented with new Sub-Clause 13.9 and interpreted as follows:**

During the term of its validity, the Contract may be changed in the cases and according to the procedure established in Article 89 of the Law on Public Procurement.

The change may not be made if it would be inconsistent with the Laws, including cases where the Government of the Republic of Lithuania (or any other person or organization authorized by the Law) decides that the proposed change does not comply with the national security interests.

**Clause 14 Contract Price and Payment**

**14.1 Contract Price**

**Change items (a), (c) and (d) of Sub-Clause 14.1, add item (e) and interpret them as follows:**

* 1. The Contract Price shall be the Accepted Contract Amount and its adjustments in accordance with the Contract;
1. any quantities which may be set out in the Bill of Quantities or other Statements (if any) are estimated quantities and are not to be taken as the actual and correct quantities:

(i) of the Works which the Contractor is required to execute, or

(ii) for the purposes of Clause 12 [*Measurement and Evaluation*]; and

1. the Contractor shall submit to the Engineer with Estimates before commencement of Works;
2. any Quantities or Price details of the Works that may be included in the Estimates, as well as in the Cost Statements or any other Statements (if any), must be used for the purposes specified in these documents and / or the Contract and may not be suitable for other purposes.

**The following sentences shall be added in the end of Sub-Clause 14.1:**

The Contractor must submit electronic VAT invoices, invoices and other credit and debit documents to the Employer using the information system “E. sąskaita” at https://www.esaskaita.eu/, by means as defined in the Laws. The electronic invoice is prepared in accordance with the provisions of the Law on Value Added Tax of the Republic of Lithuania. If the Contractor submits a paper invoice or submits the invoice by other means, the invoice shall be deemed not to have been submitted to the Employer and the Employer shall have the right not to pay such invoice.

**14.2 Advance Payment**

**Sub-Clause** **14.2 does not apply.**

**14.3** **Application for Interim Payment Certificates**

**The word “month” shall be deleted from Sub-Clause 14.3 and replaced with the phrase “payment period”, notwithstanding the case.**

**The following sentences shall be added in the end of Sub-Clause 14.3:**

The payment periods under this Contract shall coincide with the payment stages set out in Appendix 1 [*Payment Schedule*]. The Contractor may submit a Report for the relevant payment period only after it has duly completed all the Works and other obligations to be performed during the relevant payment stage provided for in Appendix 1 [*Payment Schedule*], and this shall be approved by the Engineer. The term «supporting documents» includes, inter alia, relevant evidence of the payment stage covered by the Report.

**Item (a) shall be deleted from the second paragraph of Sub-Clause 14.3 and replaced with the text below:**

* 1. the value of the works for the relevant payment stage, as set out in Appendix 1 [*Payment Schedule*], and adjustments to that value in accordance with the Amendments implemented during the payment period;

**14.4** **Schedule of Payments**

**Sub-Clause 14.4 shall be deleted and replaced with the text below:**

Appendix 1 [*Payment Schedule*] sets out the payment stages and the amounts to be paid to the Contractor after the implementation of the relevant payment stage; all of these amounts are expressed as a percentage of the relevant Accepted Contract Amount for the Works. All amounts represent the value of the work at the relevant stage for the Employer, which is used for the purposes of item (s) of Sub-Clause 14.3 [*Application for Interim Payment Certificates*].

The definitions of payment stages in Appendix 1 [*Payment Schedule*] accurately reflect the scope of the Works or other obligations of the Contractor related to a particular payment stage and clearly set out the conditions that must be met in order for the Contractor to be entitled to the relevant payment under the Contract.

**14.6** **Issue of Interim Payment Certificates**

**The following text and comma must be added after the phrase “mandatory under the Contract” in item (b) of the third paragraph of Sub-Clause 14.6:**

including the cases where the Performance Security, Warranty Period Security or any insurance no longer complies with the requirements of the Contract,

**New paragraphs shall be added after the third paragraph of Sub-Clause 14.6:**

The Engineer shall have right at own discretion to determine a reasonable amount to be withheld in accordance with the third paragraph of Sub-Clause 14.6.

The Contractor shall be entitled to receive final payment for the Works under the Contract (in accordance with Appendix 1 [*Payment Schedule*]) only if all the following conditions are met:

1. the Contractor shall provide the Employer with a Warranty Period Security in accordance with Sub-Clause 10.6 [*Warranty Period Security*];
2. a Construction Completion Certificate or Certificates have been issued for all Works;
3. a Taking-Over Certificate for all Works shall be issued;
4. the Contractor shall complete all works in progress and eliminate any defects specified in the Construction Completion Certificate and (or) other document drawn up during the final acceptance of the Works; and
5. the Contractor shall perform the obligation to pay the Employer full compensation for the delay;
6. the Employer shall sign and approve the Hot Trial Report prepared and signed by the Contractor.

**14.7** **Payment**

**Items (b) and (c) of Sub-Clause** **14.7 shall be deleted and replaced with the text below:**

(b) the amount certified in each Interim Payment Certificate within 30 days after the Contractor provides the Employer with VAT invoice issued based on such Interim Payment Certificate;

(c) the amount certified in each Final Payment Certificate within 30 days after the Contractor provides the Employer with VAT invoice issued based on such Final Payment Certificate.

**The following paragraphs shall be added in the end of Sub-Clause 14.7:**

The Contractor shall issue VAT invoices only for the amounts approved by the Engineer.

Not later than within 3 (three) business days from the receipt of information about the Subcontractor attracted in accordance with the procedure established in the Contract, the Employer shall inform the Subcontractors in writing about the possibility of direct payment of the Employer with the Subcontractor. To take advantage of this opportunity, the Subcontractor shall submit a written request to the Employer. For this purpose, a trilateral settlement agreement must be concluded between the Employer, the Contractor and a specific Subcontractor in accordance with Appendix 5 [*Form of the Trilateral Settlement Agreement*], which provides for the Contractor’s right to object to unreasonable payments to the Subcontractor.

In this case, the Employer shall transfer on behalf of the Contractor the amounts specified in the Contractor’s Report or documents submitted to the Subcontractor as amounts payable to the Subcontractors for their part of the Works or other Contractor’s obligations under the Contract and which are certified in the Interim Payment Certificate or Final Payment Certificate issued by the Engineer directly to the bank accounts of the relevant Subcontractors. Such payments shall be deemed to be a proper settlement of the Employer with the Contractor under the Contract and a proper settlement of the Contractor with the relevant Subcontractors under their mutual agreements. This provision does not give the Subcontractors a direct right of claim against the Employer for payments and does not change the Contractor’s liability for the performance of the Contract.

If according to the Work Completion Report (Sub-Clause 14.10 [*Work Completion Report*]), Final Payment Certificate (Sub-Clause 14.13 [*Issuance of Final Payment Certificate*] or in case of termination of the Contract the Employer has overpaid the Contractor under the Contract, the Contractor must return the full overpayment to the Employer within 28 days after receiving the relevant request from the Employer.

All charges of the payer’s bank related to the payment transfer are paid to the payer’s account. All bank charges related to the crediting of payments to the beneficiary’s account are paid into the beneficiary’s account.

The Employer shall suspend payment to the Contractor for the period of investigation of the breach under the circumstances specified in 2.7 [*Actions of the Employer upon initiation of the investigation of the suspected breach and / or detection of the breach (s)*].

**14.8** **Delayed Payment**

**The first and second paragraphs of Sub-Clause 14.8 shall be deleted and replaced with the text below:**

If the Contractor does not receive payment in accordance with Sub-Clause 14.7 [*Payment*], the Contractor shall be entitled to receive financing charges compounded monthly on the amount unpaid during the period of delay specified in the Appendix to the Tender. This period shall be deemed to commence on the date for payment specified in Sub-Clause 14.7 [*Payment*]. If the payment is made under item (b) of Sub-Clause 14.7 [*Payment*], the date of issue of the relevant Interim Payment Certificate shall not be relevant for the calculation of the payment term, but if the Interim Payment Certificate is not issued or is withheld in accordance with Sub-Clause 14.6 [*Issue of Interim Payment Certificates*], the payment obligation to the Employer does not arise.

**14.9** **Payment of Retention Money**

**Sub-Clause 14.9 does not apply.**

**Clause 15 Termination by Employer**

**15.2 Termination by Employer**

**Change item (d) of the first paragraph of Sub-Clause 15.2 and interpret it as follows:**

(d) without obtaining the required consent, as set out in Sub-Clause 4.4 [Subcontractors], assigns the Works to the Subcontractor by concluding a Subcontract with him or assigns the Contract; does not fulfil other contractual provisions related to subcontracting;

**Add items (g), (h), (i), (j), (k), (l), (m), (n), (o), (p), (q) and (r) to the first paragraph:**

1. the Contract was changed (Amendment adopted) in violation of the requirements of Article 89 of the Law on Public Procurement;
2. it emerges that the Contractor had to be excluded from the Procurement because he did not comply with Article 46 of the Law on Public Procurement and the grounds for exclusion of the supplier established in the Purchase Terms and Conditions;
3. It emerges that the Contractor should not have been awarded the Contract because the Court of Justice of the European Union has declared in proceedings under Article 258 of the Treaty on the Functioning of the European Union that its obligations under the Treaties establishing the European Union and Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC have not been fulfilled;
4. does not provide a new (extended) Performance Security or Warranty Period Security when required by the terms of the Contract or if for any reason the Bank or Insurance Company fails to pay the Employer any amount in accordance with a duly submitted claim under the Performance Security ‘or Warranty Period Security;
5. the Contractor does not comply with the terms of the Contract regarding the quality of the Works, contrary to the Detail Design, uses unsuitable Materials, products or other components of the Works, ignores reasonable instructions of the Employer and / or Engineer to eliminate defects in the Works and therefore has reason to believe that the Contractor will not be able to complete the Works / or without significant defects and / or significant losses to the Employer;
6. does not pay any amounts to the Employer and any limit of the Contractor’s liability under the Contract is reached;
7. commits a Breach as defined in Sub-Clause 1.1.6.13 [*Breach*] which cannot be eliminated and where the Breach prevents further performance of the Contract.
8. The Contractor, his subcontractor, economic entities whose capacities are relied upon, the manufacturer of the Goods used by the Contractor (including their components) or the persons controlling them are legal entities registered in the countries or territories specified in the list of the countries or territories approved by the resolution No. 280 of the Government of the Republic of Lithuania of 30 March 2022 “On the implementation of the provisions of Parts 13, 14 and 15 of Article 92 of the Law on Public Procurement of the Republic of Lithuania”;
9. The Contractor, his subcontractor, the economic entity whose capacities are relied upon, the manufacturer of the Goods offered by the Contractor (including their components) or the persons controlling them are natural persons permanently residing in the countries or territories specified in the list of the countries or territories approved by the resolution No. 280 of the Government of the Republic of Lithuania of 30 March 2022 “On the implementation of the provisions of Parts 13, 14 and 15 of Article 92 of the Law on Public Procurement of the Republic of Lithuania” or having the citizenship of such countries;
10. It is prohibited to use Goods (including their components) originating from the countries or territories specified in the list approved by the resolution No. 280 of the Government of the Republic of Lithuania of 30 March 2022 “On the implementation of the provisions of Parts 13, 14 and 15 of Article 92 of the Law on Public Procurement of the Republic of Lithuania”;
11. The Government of the Republic of Lithuania, in accordance with the criteria established in the Law on the Protection of Objects Important for Ensuring National Security, has adopted a decision confirming that the entities specified in subitems (n) and (o) or the agreement which is intended to be concluded (or concluded) with them do not meet national security interests;
12. The Employer has information from the competent authorities that the entities referred to in subitems (n) and (o) have interests which may pose a threat to national security.

**The paragraph to be added in the end of Sub-Clause 15.2:**

Termination of the Contract shall not affect the validity of the terms and conditions of the Contract establishing the dispute settlement procedure and other terms and conditions of the Contract if these terms and conditions remain valid after the termination of the Contract.

**15.5** **Employer’s Entitlement to Termination for Convenience**

**The paragraph to be added in the end of Sub-Clause 15.5:**

The Contractor shall not be compensated for any loss of income or profit resulting from such termination or for any other damage (loss).

**Clause 16 Suspension and Termination by Contractor**

**16.2 Termination by Contractor**

**The text of item (f) of the first paragraph of Sub-Clause 16.2 shall be deleted and replaced with the text below:**

(f) all Works have been suspended in accordance with Sub-Clause 8.8 [*Suspension of Work*] and such suspension lasts for more than one year (Sub-Clause 8.11 [*Prolonged Suspension*]), or

**16.4 Payment after Termination**

**The text to be added in the end of item (a) of Sub-Clause 16.4 after comma:**

unless the Contractor has any outstanding obligations to the Employer under the Contract,

**Change item (c) of Sub-Clause 16.4 and interpret it as follows:**

(c) The Employer shall indemnify the Contractor for the direct losses incurred by him. The amount of indemnification may not exceed the Accepted Contract Amount (including the amounts of the part of the Contract Price paid to the Contractor).

**Clause 17 Risk and Responsibility**

**17.1 Indemnities**

 **The Indemnity Security defined in Sub-Clause 17.1 means the obligation to indemnify losses.**

**New item (c) shall be added in the end of the first paragraph of Sub-Clause 17.1:**

(c) Proper use of the Contractor’s documents or other design documents and any other intellectual property related to the Contract created by or on behalf of the Contractor (including Permanent Works, Drawings, Sketches, Models, Detail Design, Technical Detail Design and separate parts thereof and their application in construction of other structures, but not limited to them) by the Employer).

**17.3 Employer’s Risks**

**The paragraph to be added in the end of Sub-Clause 17.3:**

The fact that the Employer or any other contractor is working on the Site cannot be considered as the Employer using or managing any part of the Contractor’s Works, and the responsibility for taking care of all such Works shall refer to the Contractor.

**17.5 Intellectual and Industrial Property Rights**

**The Indemnity Security defined in Sub-Clause 17.5 means the obligation to indemnify losses.**

**The paragraphs to be added in the end of Sub-Clause 17.5:**

All results and related rights acquired during the performance of the Contract, including copyright and other intellectual or industrial property rights to any work created by the Contractor under this Contract, including, but not limited to, the Detailed Design, Technical Detail Design or any part thereof, from the time of creation is considered the property of the Employer to the maximum extent permitted by law, which the Employer may use, publish, dispose or transfer as it deems appropriate and without any geographical or other restrictions.

The Contractor may not publish articles on the Works, rely on them in providing any services to others or disclose information received from the Employer without the prior written consent of the Employer.

**17.6 Limitation of Liability**

**The second paragraph from the end of Sub-Clause 17.6 shall be supplemented:**

The total liability of the Employer against the Contractor under the Contract or related to the Contract may not exceed the Accepted Contract Amount.

**Clause 18 Insurance**

**18.1 General Requirements for Insurances**

**Delete the first, second and third paragraphs of Sub-Clause 18.1 and replace with the text below:**

In this Clause the “Insuring Party” of each insurance contract shall be the Contractor responsible for concluding the insurance contracts provided for in this Clause and for performance of the insurance contract referred to in the relevant paragraph.

Each insurance contract of the Contractor must be concluded based on the insurance conditions agreed with the Employer in writing and in an insurance company acceptable to him. The insurance conditions must comply with all the conditions provided for in the Contract and the Technical Task. Voluntary insurance contracts may be concluded to the extent that the risk is not covered by the insurance specified in Sub-Clause 18.2 [*Insurance for Works and Contractor’s Equipment*].

**Delete the text “(calculated from the commencement of Work)” from the sixth paragraph of Sub-Clause 18.1.**

**The paragraphs to be added in the end of Sub-Clause 18.1:**

When concluding an insurance contract, the Contractor, as the Insuring Party, must provide that the Employer and all Subcontractors who have signed subcontracts with the Contractor for the performance of the Works (i.e. the civil liability of the Subcontractors and the Works performed by them) would also be considered insured under the insurance contract).

**18.2 Insurance for Works and Contractor’s Equipment**

**Change Sub-Clause 18.2 and interpret it as follows:**

The Contractor, having signed the Contract as an individual participant / participant of the Joint Activity, must conclude a contract for insurance of all risks of the construction and installation works in the Facility and insure:

1. all Works on construction of the Facility structures performed in accordance with this Contract, all Plant installed in the Facility, all Materials used for the works on construction and installation of the Facility structures, Tests in of the Object Completion for the amount not less than the Accepted Contract Amount without value added tax (VAT); additional insurance extensions to be included into this insurance contract:
2. Additional insurance extension, to the amount specified in the Appendix to the Tender, to cover the costs of improvement and cleaning of the insured place after the insured event. These are the costs for improvement and cleaning the insured site (i.e. demolishing / dismantling the remaining property (part of it), stacking it in the same territory or transporting it to the nearest disposal site and disposing of it) after the insured event;
3. Additional insurance extension, for the amount specified in the Appendix to the Tender, for unforeseen additional expenses to reimburse the Engineer, experts, designers, consultants, lawyers and other specialists.
4. Additional insurance extension, to the amount specified in the Appendix to the Tender, to cover the warranty period risk (12 months). The Warranty Period risk must include the destruction or damage of the Facility’s structures, equipment, materials that occurred during the Warranty Period due to: servicing and / or other Works performed by the Contractor provided for in this Contract; defects of the Works made by the Contractor during the insurance period of the Facility under construction / installation.
5. Contractor’s civil liability through compulsory and supplementary insurance for the insurance amounts specified in the appendix to the Proposal.

The works, the Contractor’s equipment and the Contractor’s civil liability insurance shall be formed in accordance with the Rules for Compulsory Insurance of Building Construction, Reconstruction, Repair, Renovation (Modernisation), Demolition or Cultural Heritage Building Improvement Works and Civil Liability, approved by Resolution No 03-207 of the Board of the Bank of Lithuania of 22 December 2016, with subsequent amendments and supplements (current version from 1 January 2017).

This insurance contract must enter into force from the date of handover of the Construction Site, until which one shall provide evidence in accordance with items (a) and (b) of Sub-Clauses 18.1 [*General Requirements for Insurances*], and must be valid for the entire period until issuing of the last Taking-Over Certificate provided for in the Contract. The term of warranty period risk insurance coverage expires in 12 (twelve) months after the last Taking-Over Certificate is issued under the Contract.

In any case, the insurance coverage expires when the Employer receives a Permit to transport nuclear and (or) nuclear fuel cycle materials to a nuclear facility other than a nuclear (nuclear) power plant and a non-energy nuclear reactor, site and (or) for the first time carry out tests using nuclear and (or) nuclear fuel cycle materials in these nuclear facilities.

The maximum deduction (franchise) under this insurance contract may not exceed the amount specified in the Appendix to the Tender. The Contractor undertakes to extend (renew) this insurance contract at his own expense if this insurance contract expires earlier than specified in this clause.

Under the Works, Contractor’s Equipment and Contractor’s Liability Insurance Contract the Contractor shall additionally insure his own equipment and the equipment of Subcontractor with a sum insured not less than the value of their restoration, including delivery to the Construction Site. Each equipment of the Contractor / Subcontractor must be insured, starting with its transportation to the Construction Site and ending with the time when it, as equipment of the Contractor / Subcontractor, is no longer required for the performance of the insured Works.

The Contractor undertakes to ensure that the terms and conditions of the Works, Contractor’s Equipment and Contractor’s Liability Insurance Contract are complied with until the expiry of this Contract, so that the insurance coverage would be valid for losses or damages for which the Contractor is liable and which arise due to the causes occurring before issue of the Last Taking-Over Certificate.

**18.3 Insurance against Injury to Persons and Damage to Property**

**Change Sub-Clause 18.3 and interpret it as follows:**

The Contractor, having signed the Contract as an individual participant / participant in the joint activity, must conclude the designer’s civil liability insurance contract for the insurance amounts specified in the Appendix to the Tender before commencement of the Works (or through a Subcontractor entitled to engage in design activities). This Designer’s Liability Insurance Contract shall be valid for the entire period from the date of commencement of the Works until the evidence is furnished in accordance with items (a) and (b) of Sub-Clause 18.1 [General Requirements for Insurances] and shall be valid for the entire period of Works until issue of Taking-Over Certificate and for a period which may not be shorter than the warranty period specified in paragraph 1 of Article 6.698 of the Civil Code. The maximum deduction (franchise) under this insurance contract may not exceed the amount specified in the Appendix to the Tender. The Contractor undertakes to extend (renew) this insurance contract at his own expense if this insurance contract expires earlier than specified in this clause.

**18.4 Insurance for Contractor’s Personnel**

**Change Sub-Clause 18.4 and interpret it as follows:**

The Contractor must conclude an accident insurance contract for employees whose object of insurance is a property interest related to the death and / or health disorder of the Insured due to an accident (sudden unexpected event at a specific time) that would result from injury, illness, illness or death of any person employed by the Contractor or of any other Contractor personnel. This insurance contract must enter into force from the date of commencement of the Works. The Contractor undertakes to extend (renew) this insurance contract at his own expense if this insurance contract expires earlier than specified in this clause.

The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor’s employees, the insurance may be affected by the Subcontractor, but the Contractor shall be responsible for compliance with this Clause.

**18.5 Compliance with the requirements of the insurance company provided for the Works and Contractor’s Equipment Insurance during the performance of the Works**

**Add new Sub-Clause 18.5 and interpret it as follows:**

As the Insuring Party, the Contractor and the insurance company shall enter into a Contract for the Works, the Contractor’s Equipment and the Contractor’s Liability Insurance, which insures all the Works in progress and the Contractor’s and its Subcontractor’s equipment used on the Construction Site. The Contractor’s representative must ensure that the Contractor’s personnel comply with the requirements of the insurance contract concluded by the insurance company at the Construction Site:

* 1. comply with the written requirements specified by the manufacturers of the Materials and Plant used;
	2. use only Materials and Plant with quality certificates and ensure that the properties and technical characteristics of these Materials and Plant used meet the requirements of the Technical and / or Detail Design and / or Technical Detail Design;
	3. During the Works, the Contractor’s representative and / or his Subcontractor, with the intention of replacing the engineering solutions specified in the Technical Design and / or Detail Design and / or the Technical Detail Design, must to coordinate the engineering solutions to be changed with the Engineer before commencement of these Works in accordance with the procedure established in this Contract;
	4. ensure that the quantity and quality requirements of the fire extinguishing equipment available on the Construction Site during the Works comply with the fire safety requirements provided by Laws;
	5. control that no Works and / or other instructions are carried out on the Construction Site by the Contractor’s personnel if they are under the influence of alcohol, drugs, toxic or other intoxicating or poisoning substances;
	6. control that the Contractor’s and / or Subcontractor’s equipment is operated and supervised on the Construction Site only by the Contractor’s personnel who have certificates authorizing them to work with the Contractor’s and / or Subcontractor’s equipment;
	7. Inform the Fire Service immediately in the event of a fire or explosion at the Construction Site and the Police in the event of theft or robbery;
	8. ensure that stored Materials, Plant and Contractor’s equipment and / or other property on the Site are left in the designated fenced locked area or locked rooms, or for such stored Materials, Plant and Contractor’s equipment a guard or a security company must be appointed to secure the above-mentioned property during off hours;
	9. inform the Insurance Company, the Engineer and the Employer in writing within one business day of any losses incurred on the Site during the Works for any reason;
	10. In case of losses incurred by the Contractor and / or his Subcontractor as a result of the Work in progress, no restoration work may be commenced until the insurance company or its authorized representative has arrived to inspect and assess the losses incurred on the Construction Site.

**Clause 20 Claims, Disputes and Arbitration**

**20.2 Appointment of the Dispute Board**

**Change the first paragraph and interpret it as follows:**

Disputes shall be referred to the DB for decision in accordance with Sub-Clause 20.4 [*Obtaining Dispute Board’s Decision*]. The Parties shall jointly appoint the DB no later than within 28 days after the date on which one Party has notified the other Party in writing of its intention to file the dispute to the DB in accordance with Sub-Clause 20.4.

**20.5 Amicable Settlement**

**Change Sub-Clause 20.5 and interpret it as follows:**

Where a Notice of Dissatisfaction has been given under Sub-Clause 20.4 above, both Parties shall attempt to settle the **dispute** amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a Notice of Dissatisfaction should move to commence arbitration after the fifty-sixth day from the day on which a Notice of Dissatisfaction was given, even if no attempt at an amicable settlement has been made.

**20.6 Arbitration**

**Sub-Clause 20.6 does not apply.**

**20.7 Failure to Comply with Dispute Board’s Decision**

**Change Sub-Clause 20.7 and interpret it as follows:**

If:

1. neither Party has submitted a Notice of Dissatisfaction within the term set out in Sub-Clause 20.4 [*Obtaining Dispute Board’s Decision*],
2. the relevant DB decision (if any) has become final and binding, and
3. the Party fails to comply with this decision,

then the other Party may, without prejudice to any other rights it may have, refer the failure itself to court, according to Sub-Clause 20.9 [*Court*]. Sub-Clause 20.4 [*Obtaining Dispute Board’s Decision*] and Sub-Clause 20.5 [*Amicable Settlement*] shall not apply to this reference.

**20.8 Expiry of Dispute Board’s Appointment**

**Change item (b) of Sub-Clause 20.8 and interpret it as follows:**

1. the dispute may be referred directly to court according to Sub-Clause 20.9 [*Court*].

**20.9 Court**

**Add new Sub-Clause 20.9 and interpret it as follows:**

Any dispute between the Parties arising out of or in connection with the Contract not settled amicably shall be finally settled by court of the Republic of Lithuania. The Parties hereby agree that in such case the place of jurisdiction will be the competent court of the Republic of Lithuania in Vilnius. Unless otherwise agreed by both Parties:

1. the dispute shall be finally settled in accordance with the procedural law of the Republic of Lithuania in the application of the substantive law of the Republic of Lithuania to the Contract,
2. the proceedings must be conducted in the language of the Contract, as specified in Clause 1.4 [*Law and Language*]; the same language will be considered understandable to the Contractor in accordance with item (a) of Article 8 of Regulation (EC) No 1393/2007 of the European Parliament and of the Council of 13 November 2007 on *the service in the Member States of judicial and extrajudicial documents in civil or commercial matters*.

The court shall have full power to open, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer. Nothing shall disqualify the Engineer from being called as a witness and giving evidence before the court on any matter whatsoever relevant to the dispute.

Neither Party shall be limited in the proceedings before the court to the evidence or arguments previously put before any authorities to obtain its decision, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.

Proceedings may be commenced prior to or after completion of the Works. The obligations of the Parties and the Engineer shall not be altered by reason of any proceeding being conducted during the progress of the Works.

**Add new Clause 21 and interpret it as follows:**

**Clause 21 Design**

**21.1 Technical Detail Design and Detail Design**

This Clause shall apply to the part of the Works designed by the Contractor in accordance with the provisions of the fifth paragraph of Sub-Clause 4.1 [*Contractor’s General Obligations*].

The Contractor, in accordance with the Technical Task, must prepare the Technical Detail Design of the Engineering Structures and, in accordance with the Technical Task and the Technical Design, prepare the Detail Design of the INPP Near Surface Repository for Low- and Intermediate-Level Short-Lived Radioactive Waste (construction stages I/A, II/A). The Designs must be prepared by qualified design engineers with an appropriate valid qualification certificate and / or right acknowledgement document. The Contractor shall submit to the Engineer for approval the name and specific details of each Designer and Design Subcontractor.

The Contractor ensures that he, his Designers and the Design Subcontractors have the necessary experience and capabilities to prepare the Designs. The Contractor guarantees that all Designers will have the opportunity to participate in discussions with the Engineer within a reasonable term by the end of the specified Defect Notification Period.

The Contractor must prepare all the Contractor’s documents, as well as other documents required to instruct the Contractor’s personnel. The Employer’s personnel shall have the right to check the preparation of all those documents, wherever they are prepared.

The Technical Detail Design and Detail Design shall be submitted to the Engineer for approval together with a notice as set forth below. Periods of familiarization and approval shall not be longer than specified in the penultimate paragraph of Sub-Clause 3.1 [*Engineer’s Duties and Authority*], and the Engineer may not approve the Technical Detail Design and Detail Design before receiving separate written approval from the Employer and the Technical Detail Design and Detail Design expertise specified in the Specification. The Notice of Approval of the Technical Detail Design and Detail Design shall state that the Technical Detail Design and Detail Design shall be deemed to have been prepared in accordance with this paragraph and submitted for approval and use. The notice must state that the Technical Detail Design and Detail Design do not comply with the Contract or indicate what does not comply.

During the familiarization period, the Engineer may notify the Contractor that the Technical Detail Design and Detail Design do not comply with the Contract (and indicate what does not comply). An incorrect Contractor’s document must be corrected, submitted, studied and approved at the Contractor’s expense in accordance with the requirements of this Clause.

For each part of the Works, except for those being the subject to the prior confirmation or approval of the Engineer:

1. if the Contractor’s document has been submitted (as determined) to the Engineer for approval:
2. the Engineer must notify the Contractor that the Contractor’s document has been approved with or without comments or that the document does not comply (indicating what does not comply) with the Contract;
3. execution of such part of the Works shall not commence until the Engineer has approved Technical Specifications of the Technical Detail Design, Drawings of the Detail Design, Drawings and the Technical Specifications of the Technical Detail Design with the stamp “Construction Approved”; and
4. that part of the Works may commence only upon receipt of a construction permit;
5. that part of the Works shall be performed in accordance with the Contractor ‘s documents, which have been verified and are approved by the Engineer; and
6. If the Contractor wishes to modify any Design or document previously submitted for verification and approval, he shall immediately notify the Engineer. The Contractor shall then submit the amended documents to the Engineer in accordance with the procedure described above.
7. If the Engineer indicates that additional documents from the Contractor are required, the Contractor shall prepare them immediately.

Any such approval, confirmation or familiarization (under this Clause or otherwise) shall not release the Contractor from any obligation or liability.

**21.2 Contractor’s Obligations**

The Contractor undertakes that the Technical Detail Design, Detail Design and other documents of the Contractor, performance of Works and completed Works for which the Contractor is responsible shall comply with the:

* + 1. applicable Laws, law on construction and documents regulating the construction of nuclear power facilities, requirements of the VATESI, and
		2. The documents constituting the Contract, as amended or adjusted by the Amendments. When making changes or modifications to the Design upon the initiative of the Contractor, the Contractor will be responsible for covering all costs (including payments for modifications, changes to the Detail Design, Technical Detail Design, etc.) and for any delays due to the implementation of these changes.

In case of changes of safety-related structures, systems and components, the Nuclear Safety Requirements BSR-1.8.2-2015 “Categories of Modifications of Nuclear Facility and Procedure of Performing the Modifications” approved by Order No 22.3-99 of the Head of the VATESI of 7 October 2011 must be complied with, i.e. modifications to the Design of a nuclear power facility must be formalized.

If errors, omissions, ambiguities, contradictions, inconsistencies or other deficiencies are found in the Contractor’s documents, the documents and Works shall be corrected at the Contractor’s expense, notwithstanding whether consent or approval has been obtained as provided in this Clause.

**Add new Clause 22 to the Contract and interpret it as follows:**

**Clause 22 Tests after Completion**

**22.1 Procedure on Tests after Completion**

This Clause applies to “Hot” trials.

The ”Hot“ Trials referred to in the Specification and this Clause may be performed only after the successful performance of the Tests on Completion of the Work Sections specified in the Contract, Specification and Technical Design - Tests on Completion pf construction stages IA and IIA of INPP Near Surface Repository for Low- and Intermediate-Level Short-Lived Radioactive Waste.

The Employer must:

(a) provide electricity, equipment, fuel, tools, employees, materials and properly qualified and experienced specialists - everything needed to perform the Tests after Completion effectively, and

(b) perform the Tests after Completion in accordance with the instructions, orders and recommendations provided by the Contractor which may be required to perform those Tests in the presence of the Contractor’s personnel as reasonably requested by either Party.

Tests after Completion shall be performed in accordance with the sequence and deadlines specified in the Programme, Technical Task agreed with the VATESI. The Employer must notify the Contractor in writing in 21 days of the date after which the Tests after Completion will be performed.

The Contractor must participate in the Tests after Completion. If the Contractor does not arrive at the agreed place on the agreed time, the Employer may perform the Tests after Completion without him. In this case, the Tests will be considered to have been carried out in the Contractor’s presence and the results must be accepted by the Contractor as correct.

Both Parties shall be involved in the compilation and evaluation of the results of the Tests after Completion. The Tests will only be considered successful if the VATESI confirms the test results.

**22.2 Repeated Tests**

If the Tests of the Works or Section after Completion fail, then:

(a) item (b) of Sub-Clause 11.1 [*Completion of Outstanding Work and Remedying Defects*] shall apply, and

(b) one of the Parties may then request that the Tests and any related Work Tests after Completion would be repeated in the same manner and under the same conditions.

If and to the extent that such failed Tests and their repetition are attributable to the cases listed in items (a) and (c) of Sub-Clause 11.2 [*Costs of Remedying Defects*] and the Employer incurs additional costs as a result, the Contractor shall pay such additional costs in accordance with Sub-Clause 2.5. [*Employer’s Claims*].

**22.3 Failed Tests after Completion**

If the Tests after Completion of the Works or Section fail, the Contractor shall, at its own expense, repair or modify those Works or Sections. In this case, the Employer may indicate to the Contractor that the right of access to the Works or the Section will be granted to the Employer at a convenient time.

The Contractor must comply with the obligation to make the necessary corrections or modifications so that the Tests after Completion are carried out within a reasonable term after the Employer has notified of the time acceptable for the performance of these Tests.

The Contractor shall indemnify the Employer for the losses incurred due to the failure of the Tests after Completion if the Tests after Completion have failed because the Contractor filed to fulfil or improperly fulfilled his contractual obligations.

**Trilateral Settlement Agreement Form**

**TRILATERAL SETTLEMENT AGREEMENT**

\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_ No \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vilnius

**Name of the Employer**:

Company code:

VAT number:

Address:

Bank account number:

Hereinafter referred to as the Employer,

**Name of the Contractor**:

Company code:

VAT number:

Address:

Bank account number (s) for settlement:

Hereinafter referred to as the Contractor,

*(In the case of a group of economic operators operating based on a joint activity agreement, indicate the economic operators, the names, company codes and VAT numbers, addresses, the name of the responsible partner and the name, surname and position of the person representing that partner)*

and

**Name of the Subcontractor:**

Company code:

VAT number:

Address:

Bank account number (s) for settlement:

Hereinafter referred to as the Subcontractor,

Hereinafter collectively referred to as the Parties, and individually – as a Party,

Since the Employer and the Contractor concluded the Contract Agreement No *[enter the number]* of *[enter the date]* (hereinafter referred to as the Contract Agreement), in order to define the direct settlement procedure under Clause *[enter the Clause number]* of the Special Terms and Conditions of the Contract Agreement, the Parties entered into this Trilateral Settlement Agreement (hereinafter referred to as the Trilateral Agreement).

**Clause 1. Subject Matter of the Agreement**

1.1. The subject matter of this Trilateral Agreement is the terms and conditions of direct settlement with the Subcontractor.

1.2. The terms used in the Trilateral Agreement correspond to the terms specified in the Contract Agreement.

**Clause 2. Payment Procedure**

2.1. Advance payment does not apply.

2.2. The amount of each payment is determined according to the scope and value of the Works or other obligations performed under the Contract.

2.3. The Employer shall transfer on behalf of the Contractor the amounts specified in the Contractor's Report as amounts payable to the Subcontractors for their part of the Works or other obligations of the Contractor under the Contract. Before submitting the payment documents to the Employer, the Subcontractor shall submit the duly executed Contract performance documents in 2 (two) copies to the Contractor for signing and approval.

2.4. The Parties to the Trilateral Agreement agree that the Contract performance documents submitted by the Subcontractor shall be deemed duly executed and submitted if the information provided in the specified documents about the Subcontractor's Works is correct, the Works performed and the documents executed in compliance with the Contract.

2.5. Upon receipt of the Contractor performance documents from the Subcontractor, the Contractor shall check them and, if he establishes that the information provided in the documents about the Subcontractor is correct, the performed Works comply with the Contract, the submitted documents are executed properly, not later than within 5 (fine) business days after the date of receipt of the documents:

2.5.1. signs and approves the Contract performance documents;

2.5.2. submits the Contract performance documents to the Employer.

2.6. If the Contractor determines that the Contract performance documents submitted by the Subcontractor are improperly executed, not all documents substantiating the Contract performance costs are submitted, the information on the performed Works is incorrect, the performed Works do not comply with the Contract or there are other discrepancies, the Contractor shall, within 5 (five) business days from the date of making such a decision, inform the Subcontractor in writing, indicating the deficiencies and setting a reasonable term for the elimination of the deficiencies, if the deficiencies can be eliminated. If, in the Contractor's opinion, it can be concluded from the documents submitted by the Subcontractor that the payment requested by the Subcontractor is unreasonable, the Contractor shall have the right to object to such payment, informing the Subcontractor in writing no later than within 5 (five) business days from the date of such decision.

2.7. After the Subcontractor has eliminated the deficiencies within the term set by the Contractor, the Contractor shall repeatedly check the Contract performance documents in accordance with the procedure established in the Trilateral Agreement and submit the signed and approved documents to the Employer.

2.8. Upon receipt of the Contractor's Report indicating the amount payable to the Subcontractors, the Employer shall forward them to the Engineer, who shall check the submitted documents and issue the Interim Payment Certificate or Final Payment Certificate to the Employer, informing the Contractor and Subcontractor in writing.

2.9. Based on the Interim Payment Certificate or Final Payment Certificate issued by the Engineer, the Subcontractor shall generate an electronic invoice / VAT invoice (hereinafter referred to as the Electronic Invoice) indicating the amount approved in the Interim Payment Certificate or Final Payment Certificate and through the system “E. Sąskaita” submits it to the Employer.

2.10. If the Subcontractor submits the invoice by other means, the Employer has the right not to pay under such invoice.

2.11. The Customer shall, not later than within 60 days from the date of receipt of the Electronic Invoice, check the Electronic Invoice and, if the submitted Electronic Invoice is properly executed, transfer the funds to the bank account specified by the Subcontractor.

2.12. Not later than within 5 (five) business days after the end of each calendar month, the Employer shall provide written information to the Contractor about the payments made to the Subcontractor during the reporting month.

**Clause 3. Amendment and Termination Conditions**

3.1. Amendments to the Trilateral Agreement shall be made in writing and signed by authorized representatives of the Parties. Amendments to the Trilateral Agreement are an integral part of the Trilateral Agreement.

3.2. Amendments to the terms and conditions of the Trilateral Agreement may be initiated by either Party by submitting a request to the other Party and supporting documentation. Upon receipt of such a request, the Party must examine it within 10 (ten) business days and provide the other Party with a reasoned written response. In case of disagreement between the Parties, the right of decision refers to the Employer.

3.3. The Trilateral Agreement shall be amended in the following cases:

3.3.1. when the terms and conditions of the Contract are changed, and this affects the implementation of the Trilateral Agreement;

3.3.2. when the terms and conditions of the Subcontract are changed, and this affects the implementation of the Trilateral Agreement;

3.3.3. in other cases.

3.4. The Trilateral Agreement shall be terminated in the following cases:

3.4.1. when the method of direct settlement with the Subcontractor is omitted;

3.4.2. when the Subcontract is terminated;

3.4.3. when the Contract is terminated;

3.4.4. upon written agreement of all Parties.

**Clause 4. Liability of the Parties**

4.1. The liability of the Parties shall be determined in accordance with the applicable legal acts of the Republic of Lithuania, this Trilateral Agreement and other documents related to the implementation of this Trilateral Agreement. The Parties undertake to fulfil their obligations under this Trilateral Agreement properly and to refrain from any action that could make damage each other or impede the fulfilment of the obligations undertaken by the other Party.

4.2. Payments made to the Subcontractor under the Trilateral Agreement shall be deemed to be proper settlement of the Employer with the Contractor under the Contract and proper settlement of the Contractor with the relevant Subcontractor under their mutual agreement. This provision does not give the Subcontractor a direct right of claim against the Employer for payments and does not change the Contractor's liability for the performance of the Contract.

**Clause 5. Final provisions**

5.1. Neither Party shall be entitled to dispose any or all its rights and obligations under this Trilateral Agreement.

5.2. The invalidity of any provision or conflict with the laws or other legal acts of the Republic of Lithuania in this Trilateral Agreement does not release the Parties from the performance of their obligations, nor affects the validity of other provisions of the Trilateral Agreement. In this case, such a provision must be replaced by one that complies with the legal requirements as close as possible to the purpose of the Trilateral Agreement and its other provisions.

5.3. The Parties shall correspond in Lithuanian. All notices, consents and other correspondence that a Party may provide under this Trilateral Agreement shall be deemed valid and duly served if delivered in person to the other Party or sent by registered mail or e-mail to the addresses specified in the preamble to the Trilateral Agreement or other addresses provided by the Party.

5.4. The effective date of the Trilateral Agreement shall be the date of signing of the Trilateral Agreement. If the Parties sign at different times, the effective date of the Trilateral Agreement shall be deemed to be the date of signature of the last Party.

5.5. The Trilateral Agreement is signed in three copies of equal legal effect in the Lithuanian language, one copy for each Party.

5.6. The Parties hereby confirm that they have read the Trilateral Agreement, understood its content and consequences, accepted it as complying with their objectives and signed it on the indicated date.

|  |  |  |
| --- | --- | --- |
|  **Representative of the Employer** | **Representative of the Contractor** | **Representative of the Subcontractor** |
| Name, Surname: |   | Name, Surname: |   | Name, Surname: |   |
| Position: |   | Position: |   | Position: |   |
| Signature: |   | Signature: |   | Signature: |   |
| Date: |   | Date: |   | Date: |   |

Appendix 1

**Form of a Handover Certificate to the Trilateral Agreement**

|  |  |  |
| --- | --- | --- |
|  **HANDOVER CERTIFICATE FOR THE WORKS NO** |   |   |

|  |
| --- |
|   |
| (date) |

|  |  |
| --- | --- |
| Contract Agreement No: |   |
| Title of the Contract Agreement: |   |
| Date of signing of the Contract Agreement: |   |
| Trilateral Agreement No: |   |
| Date of signing of the Trilateral Agreement: |   |
| Contractor: |   |
| Subcontractor: |   |
| Employer: |   |

This is to certify that the Subcontractor has fulfilled its obligations under the specified Contract during the performance of the Contract. The Subcontractor performed the following Works for the Employer:

|  |  |
| --- | --- |
| **Currency:** | **EUR** |
| **Row (Stage) No** | **Work Performance Terms** | **Works** | **Measurement units** | **Quantity** | **Price per unit, VAT excluded** | **Amount, VAT excluded** |
| commencement | completion |
| **1** | **2** | **3** | **4** | **5** | **6** | **7=6×5** |
|   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |
| **Total, VAT excluded:** |   |
| **VAT [rate]\*:** |   |
| **Total, VAT included:** |   |

This Certificate does not release the Contractor and the Employer from the performance of their remaining contractual obligations under the specified Contract.

|  |  |  |
| --- | --- | --- |
| **Handed over by the Representative of the Subcontractor** | **Approved by the Representative of the Contractor** | **Accepted by the Representative of the Employer** |
| Name, Surname: |   | Name, Surname: |   | Name, Surname: |   |
| Position: |   | Position: |   | Position: |   |
| Signature: |   | Signature: |   | Signature: |   |
| Date: |   | Date: |   | Date: |   |

# C. FORMS OF TENDER DOCUMENTS

## TENDERER’S PROPOSAL FORM

**Tenderer’s Proposal**

Works for the Construction of the INPP Near Surface Repository for Low- and Intermediate-Level Short-Lived Radioactive Waste (Construction Stages I/A, II/A) and Design, Construction and Connection of the External Rainwater Drainage Networks to the INPP Infrastructure

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  | (Date) |  |  |
|  |  |  |  |  |
|  |  | (Place) |  |  |

|  |  |
| --- | --- |
| Tenderer’s name (if it is a group of tenderers’ entities, specify: *“Tenderers’ group, composed of:”* and name all the members of the tenderers’ group) |  |
| The responsible member (specify the name of the responsible member, if a proposal is submitted by a group of tenderers) |  |
| Tenderer’s address (in case of a tenderers’ group, give the addresses of all the members of the tenderers’ group) |  |
| Name and surname of the person responsible for the proposal |  |
| Phone, e-mail |  |

This proposal is to certify that we agree with all the terms and conditions of this procurement laid down in the procurement documents.

|  |  |
| --- | --- |
| Currency: | Euros |
| **Seq. No.** | **Name of works** | **Price excl. VAT1** |
| 1 | Works for the Construction of the INPP Near Surface Repository for Low- and Intermediate-Level Short-Lived Radioactive Waste (Construction Stages I/A, II/A) and Design, Construction and Connection of the External Rainwater Drainage Networks to the INPP Infrastructure |  |
| **Total price excl. VAT1:** |  |
| **VAT (*insert the rate*) price2:** |  |
| **Total price incl. VAT1:** |  |
| **Total price incl. VAT in words:** |
|  |

Where the amount in digits does not match the amount in words, the amount in words shall be considered the correct one.

|  |  |  |
| --- | --- | --- |
| 1 | - | prices are indicated after rounding with two decimal places. |
| 2 | - |  in cases where based on the applicable legal acts the tenderer does not have to pay VAT, the tenderer does not have to complete corresponding boxes of the table and shall indicate the reasons for which he does not pay VAT. |

The proposed works fully meet the requirements of the procurement documents.

**By submitting this proposal, we confirm that our offered price includes all taxes and all costs related to the implementation of the contract, possible optimization solutions (if the supplier offers them) and that we assume the risk for all costs which we had to include in the proposal price when submitting the proposal and in compliance with the terms and conditions of the procurement documents.**

Information about subsuppliers, subcontractors or specialists and experts planned to be engaged during the contract:*(filled in, if the tenderer plans to engage a subcontractor or specialists and experts for the performance of the contract and where such specialists and experts are not employees of the tenderer or subcontractor at the time of submission of the proposal but would be employed in case of the award of contract)*:

|  |  |  |
| --- | --- | --- |
| **Seq. No.** | **Subsupplier’s, Subcontractor’s title, name and surname of specialist(s) and/or expert(s)** | **Share of obligations specifying concrete obligations undertaken under the contract for which a subcontractor is planned to be engaged and/or qualification requirement(s) for the justification of compliance of which the specified subcontractor, specialist and/or expert is to be relied on** |
|  |  |  |
|  |  |  |

In addition to the proposal Annex No. 1 of the proposal submitted the following documents are submitted:

|  |  |  |
| --- | --- | --- |
| **Seq. No.** | **Name of submitted documents** | **Number of pages of the document** |
| 1. | ... | ... |
| ... | ... | ... |

To secure the proposal we submit:

|  |  |
| --- | --- |
| **Specify the manner of security (bank or credit union guarantee or a letter of surety issued by an insurance company):** |  |
| **Specify currency of the security:** |  |
| **Specify the share of security (amount in digits):** |  |
| **Specify the guarantor or surety:** |  |

The proposal is valid for 210 calendar days from the end of the deadline for the submission of proposals.

We hereby undertake to provide a security to guarantee the performance of the contract as required by the contracting authority, which will meet the requirements laid down in the Procurement Documents.

We hereby indicate that the following parts (documents) of the proposal contain confidential information:

|  |  |
| --- | --- |
| **Seq. No.** | **Name of the confidential part of the document (confidential document)** |
|  |  |
|  |  |

**By submitting this proposal we confirm that the economic entity submitting the proposal and/or any offered expert as well as other persons related to the economic entity have no intention and will not seek to achieve that an impartial and objective implementation of this procurement was influenced by reasons related to family, emotional life, political of citizenship-related affiliation, economic interests or any other general interests with the contracting authority which could cause a conflict of interest.**

**By submitting this proposal, we confirm that:**

* **the supplier, subcontractors, suppliers and entities whose capacity is relied on (in cases where they account for 10% of the contract value) are not subject to the restrictions established the Council Regulation (EU) No. 833/2014[1] of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine [1], including amendments of 8 April 2022 made by Council Regulation 2022/576[2];**
* **the supplier is not subject to restrictions established in Council Regulation (EU) No. 269/2014 of 17 March 2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine [3], including amendments of 8 April 2022 made by Council Regulation (EU) No. 2022/581[4].**

**[1] https://eur-lex.europa.eu/legal-content/LT/TXT/?uri=CELEX%3A02014R0833-20220413**

**[2] https://eur-lex.europa.eu/legal-content/LT/TXT/?uri=CELEX%3A32022R0576**

**[3] https://eur-lex.europa.eu/legal-content/LT/TXT/?uri=CELEX%3A02014R0269-20220421**

**[4] https://eur-lex.europa.eu/legal-content/LT/TXT/HTML/?uri=CELEX:32022R0581&from=LT**

### Annex No. 1 to the Proposal

[*Note: missing information is required in square brackets before submitting a Proposal*]

|  |  |  |
| --- | --- | --- |
| **Name** | **Reference** | **Record** |
| Client‘s name and address | 1.1.2.2 & 1.3 | SE Ignalina Nuclear Power PlantElektrines str. 4, K 47Drukšiniai village, 31152 Visaginas municipality, LithuaniaTo whom: [ ]Tel.: [ ]Fax.: [ ]Email: [ ] |
| Contractor’s name and address\* | 1.1.2.3 & 1.3 | [name][mail address][Tel., fax., email] |
| Contractor’s representative | 1.1.2.5, 1.3 & 4.3 | [name, surname][mail address][Tel., fax., email] |
| Engineer‘s name and address | 1.1.2.4 & 1.3 | name, surname][mail address][Tel., fax., email] |
| Works completion date | 1.1.3.3 | 1650 c. d. from the works commencement date |
| Time of defect notification | 1.1.3.7 | The following defect time report (Warranty Periods) is determined, which is calculated from the date of issue of the Takeover Certificate:(a) for all safety-relevant systems and components specified in the General Section of the Technical Design (Volume 1, BTS-1 p. 4.7) – 3 years, for all other equipment – 2 years; (b) for all buildings except basement groups:(i) 5 years for obvious defects in structures;(ii) 10 years for hidden defects in structures, including defects in hidden elements of structures;(iii) 20 years of deliberately hidden structural defects;(c) for structures - basement groups: for obvious defects in buildings, hidden defects in structures, including defects in hidden elements of buildings and deliberately hidden defects in structures – 20 years. |
| First group | 1.1.5.6 | Design and Construction of Engineering Structures |
| Second group | 1.1.5.6 | I/A Stage Construction Works of INPP Near Surface Repository for Low and Intermediate-Level Short-lived Radioactive Waste.  |
| Third group | 1.1.5.6 | II/A Stage Construction Works of INPP Near Surface Repository for Low and Intermediate-Level Short-lived Radioactive Waste.  |
| Applicable law | 1.4 | Law of the Republic of Lithuania |
| Main language | 1.4 | Lithuanian |
| Communication language | 1.4 | Lithuanian |
| Time of access to the Site | 2.1 | Upon written request of the Contractor, but not earlier than the Engineer announces commencement of Works  |
| The amount of performance assurance | 4.2 | 5 % of Accepted Contract Amount (VAT excluded) |
| Normal working hours | 6.5 | 8:00 to 17:00 |
| Beginning of the work | 8.1 | Within 42 days from the date of entry into force of the Contract |
| Penalty for delays in submitting the program | 8.3 | A penalty of EUR 5 000 for late submission of the program.A penalty of EUR 100 for each delayed day for late submission of the updated program.The total liability for delays in submitting a program or updated program may not exceed EUR 10 000. |
| Compensation for Delay | 8.7 | For delay in completing Works – 0,02 % of the Residual (Unpaid) Value for Works (VAT excluded), but not less than 1 500 Eur for each day of delay.For delays in preparing the documents required to start Works on the Site – EUR 300 for each day of delay.For delay in providing performance assurance – EUR 300 for each day of delay. |
| The maximum amount of compensation for delay was agreed | 8.7 | 10 % of the Accepted Contract Amount (excl. VAT), calculated by summing all compensation for delays. |
| Penalties for late completion of minor work and / or correction of defects | 10.5 | A penalty of EUR 1 000 per day, calculated separately for each infringement. |
| Minimum amount of warranty for the warranty period | 10.6 | 5 % of each of the following Group values:* Group for Design and Construction of External Rain Drainage Networks. The value of this Group is 0,6 % of the Accepted Contract Amount (VAT excluded). If this Group were still divided into two Groups, each would have a value of 0,3 % of the Accepted Contract Amount (VAT excluded);
* Group of I/A Stage Construction Works of INPP Near Surface Repository for Low and Intermediate-Level Short-lived Radioactive Waste. The value of this Group is 85 % of the Accepted Contract Amount (VAT excluded);
* Group of II/A Stage Construction Works of INPP Near Surface Repository for Low and Intermediate-Level Short-lived Radioactive Waste. The value of this Group is 14,4 % of the Accepted Contract Amount (VAT excluded).
 |
| Penalty for delay in correcting defects during notification of defect time | 11.4 | A penalty of EUR 1 000 per day, calculated separately for each infringement. |
| Minimum Amount of Interim Payment Certificates | 14.6 | EUR 200 000 |
| Interest on late payments | 14.8 | 0,02 % |
| Payment currency (currencies) | 14.15 | All payments are made in euro |
| Deadlines for submitting insurance documents: |  |  |
| (a) evidence of insurance | 18.1 | Within 28 (twenty-eight) days after signing the Contract. |
| (b) copies of relevant insurance certificates. | 18.1 | Within 28 (twenty-eight) days after signing the Contract. |
| Minimum amount of insurance to cover the cost of arrangement and cleaning the insurance site after the insured event | 18.2 (a) (i) | 5 % of the Accepted Contract Amount (VAT excluded) |
| Minimum amount of insurance for unforeseen extra costs for Engineer, designers, experts, consultants, lawyers and other specialists | 18.2 (a) (ii) | 5 % of the Accepted Contract Amount (VAT excluded) |
| Minimum insurance amount for the guarantee term risk | 18.2 (a) (iii) | 10 % of the Accepted Contract Amount (VAT excluded) |
| Maximum amount of deduction (franchise) for insurance of contractor’s works, equipment, materials, final tests | 18.2 (a) | EUR 5 000 |
| Maximum amount of deduction (franchise) for Contractor’s insurance to cover the cost of arrangement and cleaning the insurance site after the insured event | 18.2 (a) (i) | EUR 500  |
| Maximum amount of deduction (franchise) for Contractor’s insurance for unforeseen extra costs for Engineer, experts, designers, consultants, lawyers and other specialists | 18.2 (a) (ii) | EUR 500  |
| Maximum amount of deduction (franchise) for Contractor’s insurance to cover the guarantee term risk | 18.2 (a) (iii) | EUR 3 000  |
| Minimum amount of compulsory civil liability insurance of the designer | 18.3 | EUR 1 000 000 |
| Minimum amount of compulsory insurance for contractor's civil liability, including damage to the environment, for each construction | 18.2 (b) | EUR 43 400 |
| The minimum amount of additional insurance for the contractor's civil liability, including damage to the environment, is valid when the contractor's civil liability is not sufficient, for each event and for the total insurance contract | 18.2 (b) | EUR 3 000 000 but in the case of environmental damage – EUR 300 000 |
| Maximum amount of deduction (franchise) for compulsory civil liability insurance of the designer | 18.3 | EUR 2 900 |
| Maximum amount of deduction (franchise) for contractor's civil liability insurance | 18.2 (b) | EUR 2 900 |
| The Commission on Dispute Analysis | 20.2 | CDA of three persons  |
| The person responsible for the assignment of the third member of CDA  | 20.3 | The Association of Civil Engineers  |

\* In case several persons act as Contractor, it must be indicated which of them will have the authority to oblige other persons to perform the Contractor's obligations.

## FORM OF A LIST OF THE MAIN PERFORMED WORKS

**List of the Main Works**

We hereby provide information about the main performed works:

|  |  |  |
| --- | --- | --- |
| 1. | Contract No.: |  |
| Contract name: |  |
| Total contract value: |  |
| Name of the company which performed/has been performing the Contract | Name of the recipient of works | Properly implemented part of the on-going Contract (where the performance of the Contract has not completed) | Start and end of the Contract |
|  |  |  |  |
| Detailed description of the Contract: |
|  |

|  |  |  |
| --- | --- | --- |
| 2. | Contract No.: |  |
| Contract name: |  |
| Total contract value: |  |
| Name of the company which performed/has been performing the Contract | Name of the recipient of works | Name of the company which performed/has been performing the Contract | Name of the recipient of works |
|  |  |  |  |
| Detailed description of the Contract: |
|  |

|  |  |  |
| --- | --- | --- |
| … | Contract No.: |  |
| Contract name: |  |
| Total contract value: |  |
| Name of the company which performed/has been performing the Contract | Name of the recipient of works | Name of the company which performed/has been performing the Contract | Name of the recipient of works |
|  |  |  |  |
| Detailed description of the Contract: |
|  |

## FORM OF THE LIST OF SUBSUPPLIERS, SUBCONTRACTORS, SPECIALISTS AND EXPERTS

**List of Subsuppliers, Subcontractors, Specialists and Experts**

|  |  |  |
| --- | --- | --- |
| **Name of Subsupplier, Subcontractor, Name and surname of the specialist and/or expert** | **Position offered in the Contract** | **Areas of specialisation** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

## FORMS OF PROPOSAL GUARANTEE

*This part of the Procurement Documents contains template forms for security of the fulfilment of the Tenderer’s obligations. Tenderers may also provide any other form of guarantees or letters of surety having coordinated them with the contracting authority beforehand. Terms and conditions of such security documents must correspond to the terms and conditions set forth in the sample forms and no additional restrictions, limitations or conditions for the obligations of the Contracting Authority may be included. Acceptability of security forms and of the authority issuing the security shall be coordinated with the Contracting Authority before submitting the security.*

### PROPOSAL GUARANTEE FORM

|  |  |  |
| --- | --- | --- |
| **PROPOSAL GUARANTEE No.** |  |  |

|  |
| --- |
|  |
| (name of the contracting authority, its code and address) |

|  |
| --- |
|  |
| (date) |
|  |
| (place) |

The client [client’s name, company code, address], in cases of a group of economic entities acting on the basis of a joint activity agreement, specify the names of all partners, their codes and addresses], represented by the responsible partner [specify the name, company code and address of the responsible partner],has submitted a proposal for participation in the procurement [name of the procurement].

[name of the bank or credit union, company code] represented by [name of the branch of the bank or credit union],[address],(hereinafter referred to as the “Guarantor”),under the terms established in this guarantee, irrevocably undertakes to pay[insert the name of the contracting authority](hereinafter referred to as the “Guarantee Recipient”)[amount in digits],[amount in words, currency name],following the receipt of a written request of the Guarantee Recipient for payment (original) which specifies Guarantee No.[………….].

The Guarantee Recipient does not have to substantiate its request for payment, however, it shall specify in its letter that the Guarantee Recipient has the right to the requested amount based on one or several conditions laid down below:

1. the Client cancels or changes its proposal during the period of validity of the current proposal after the end of the deadline for submission of proposals.
2. having won the public tender, the Client during the period of validity of the proposal:
	1. fails to sign a public procurement contract within the period set by the Guarantee Recipient;
	2. fails to provide a security for the performance of the public procurement contract within the period set by the Guarantee Recipient, if security is provided for;
	3. refuses in writing to conclude a public procurement contract;
	4. refuses to conclude a public procurement contract under the terms and conditions laid down in the Procurement Documents;
	5. a group of economic entities fails to establish a legal entity, if required in the Procurement Documents.

This obligation is mandatory to the Guarantor and assignees of its rights and is certified by the Guarantor’s seal [date of issuance of the guarantee].The Guarantor has obligations to the Guarantee Recipient only, for this reason, this guarantee is non-transferrable/non-assignable or pledged.

This guarantee is valid until [date of expiry of the guarantee].

All obligations of the Guarantor to the Guarantee Recipient expire under this guarantee, if:

1. up to the last date of validity of the guarantee (inclusively), the Guarantor has not received a written request for payment (original) from the Guarantee Recipient at the address specified above. If a request for payment of the Guarantee Recipient is submitted before the expiry date of the validity period of the Guarantee, however, the Guarantor identifies that due to sound reasons the Guarantor needs additional documents or information in relation to the request of the Guarantee Recipient, the Guarantor must in writing ask the Guarantee Recipient to provide the documents or information required by the Guarantor, regardless of the fact, whether the period of validity of the Guarantee has expired. No validity period limit shall apply to the submission of additional documents or information;
2. the Guarantor is returned the original copy of the guarantee with the insertion of the text by the Guarantee Recipient stating that:
	1. the Guarantee Recipient waives its rights under this guarantee;
	2. the Client has fulfilled the obligations specified in this guarantee.

This guarantee is subject to the law of the Republic of Lithuania. Disputes among the parties shall be settled in accordance with the procedure established in the laws of the Republic of Lithuania.

|  |  |  |
| --- | --- | --- |
| Name of the Guarantor: |  | L.S. |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| (title of the authorised person) |  | (signature) |  | (initial letter of the name, surname) |

### FORM OF THE PROPOSAL’S LETTER OF SURETY

**LETTER OF SURETY\***

|  |
| --- |
|  |
| (name of the contracting authority, code, address) |

|  |
| --- |
|  |
| (date) |
|  |
| (place) |

This letter of surety is valid only when submitted along with the surety insurance policy No. [insert insurance policy number].

This letter of surety is to certify that the client [insert the name of the tenderer; in case of joint activity, list full names of partners or mark that the tenderer submits the proposal on behalf of joint activity which submits proposal and specify the date of the joint activity agreement]and the Surety[insert the name, legal status and address of the surety],(hereinafter referred to as the “Surety”) irrevocably assume the obligation to[name of the contracting authority] (hereinafter referred to as the “Contracting Authority”) in the amount of [insert the amount of suretyship in digits] [insert the amount in words] and undertake to pay it out in a proper manner under this letter of surety.

WHEREAS the client submitted a written proposal (hereinafter referred to as the “Proposal”) to the Contracting Authority while participating in the public procurement [insert the name of the procurement], TERMS AND CONDITIONS OF THIS SURETYSHIP ARE AS FOLLOWS:

1. if the client cancels or amends its Proposal with regard to one, several or all parts of the procurement during its validity period after the end of the deadline for the submission of proposals;
2. having won the public tender, during the period of validity of the Proposal the Client:
	1. fails to sign a public procurement contract within the period given by the Contracting Authority;
	2. fails to submit a security of the performance of the public procurement contract within the period given by the Contracting Authority, where security is required;
	3. refuses in writing to conclude a public procurement contract;
	4. refuses to sign a public procurement contract under the terms set forth in the Procurement Documents;
	5. a group of economic entities fails to establish a legal person, where this is required in the Procurement Documents.

The Surety undertakes to immediately pay to the Contracting Authority the amount specified by it upon the receipt of the first written claim of the Contracting Authority. In its claim the Contracting Authority shall specify with regard to which part of the procurement the claim is lodged. The Contracting Authority does not have to substantiate its claim, however, it must specify that the claim arises out of any of the a fore listed events and shall indicate which event (events) occurred.

Obligations of the Surety are valid until the end of the period of validity of the Proposal inclusively, i.e. [day],[month],[year].At the request of the Contracting Authority to extend the period of validity of the proposals, the Client undertakes to notify the Surety of such extension and the validity of this letter of surety may be extended at the request of the client.

{Name of the Surety, initial letter of the name and surname of the authorised person, signature:}

\*-*A letter of surety must be provided along with a certified copy of an insurance policy with a reference to the rules on the basis of which terms and condition of the insurance were established. In case where the rules of the insurance stipulate that the conclusion of an insurance agreement is approved by the signing of three copies of an insurance policy, the original copy of the insurance policy must be provided. Along with the policy a certified copy of a payment order which proves the payment of the insurance premium stated in the policy to the insurance company shall be provided)*

# D. OTHER INFORMATION

## FORMS OF TENDER GUARANTEE

*This part of the Procurement Documents contains sample forms of performance securities. Tenderers may also submit guarantees or surety bonds of any other forms, if they are coordinated with the contracting authority beforehand. The terms and conditions of such security documents must correspond to the terms and conditions set forth in the sample forms contained in Part D “Other Details” and cannot provide for any additional limitations or conditions for the obligations of the purchaser. Acceptability of security forms and of the authority issuing the security must be coordinated with the purchaser.*

### FORM OF PERFORMANCE GUARANTEE

### PERFORMANCE GUARANTEE No.

|  |
| --- |
|  |
| (name of the contracting authority, its code, address) |

|  |
| --- |
|  |
| (date) |
|  |
| (place) |

Obligations of the Client[client name, company code, address](in case of a group of economic entities, indicate:[names, company codes, addresses of all economic entities operating on the basis of joint activity agreement No.....and comprising the group of economic entities] represented by the responsible partner [specify the name, company code, address of the responsible partner] under the public procurement contract No. … [name of the contract] (hereinafter referred to as the “Contract”) to be signed with the [name of the contracting authority] (hereinafter referred to as the Guarantee Recipient) must be secured by a performance guarantee.

[name of the bank or credit union] represented by [name of the branch of the bank or credit union], [address], (hereinafter referred to as the “Guarantor”), under the terms established in this guarantee, irrevocably undertakes to pay [insert the name of the contracting authority] (hereinafter referred to as the “Guarantee Recipient”) no more than [amount in digits], [amount in words, currency name], following the receipt of a written request of the Guarantee Recipient for payment (original) which specifies Guarantee No. [………….] and proves that the Client failed to fulfil (or fulfilled improperly) contractual obligations under the Contract and specifies which obligations under the Contract were not fulfilled (were fulfilled inappropriately). The Guarantor does not require and the Guarantor is not obliged to take any further action and/or provide any evidence and/or otherwise substantiate its claim.

This obligation is mandatory to the Guarantor and assignees of its rights and is certified by the Guarantor’s seal (date of issuance of the guarantee].

The Guarantor assumes obligations solely to the Guarantee Recipient, therefore, this guarantee is non-transferrable/non-assignable and non - pledge able.

This guarantee enters into force on the date of entry into force of the Contract. This guarantee shall be valid until (date of expiry of the guarantee). All obligations of the Guarantor under this guarantee finish, if:

1. Up to the final date of validity of the guarantee (inclusively) the Guarantor has not received a written claim from the Guarantee Recipient to make payment (original) at the aforementioned address. If a request for payment of the Guarantee Recipient is submitted before the expiry date of the validity period of the Guarantee, however, the Guarantor identifies that due to sound reasons the Guarantor needs additional documents or information in relation to the request of the Guarantee Recipient, the Guarantor must in writing ask the Guarantee Recipient to provide the documents or information required by the Guarantor, regardless of the fact, whether the period of validity of the Guarantee has expired. No validity period limit shall apply to the submission of additional documents or information;
2. the Guarantor is returned the original copy of the guarantee with the insertion of the text by the Guarantee Recipient stating that:
	1. the Guarantee Recipient waives its rights under this guarantee;
	2. the Client has fulfilled the obligations specified in this guarantee.

This guarantee is subject to the law of the Republic of Lithuania. Disputes among the parties shall be settled in accordance with the procedure established in the laws of the Republic of Lithuania.

|  |  |  |
| --- | --- | --- |
| Name of the Guarantor: |  | L.S. |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| (title of the authorised person) |  | (signature) |  | (initial letter of the name, surname) |

**FORM OF PERFORMANCE SURETY BOND**

**SURETY BOND\***

|  |
| --- |
|  |
| (name of the contracting authority, its code, address) |
|  |
| (date) |
|  |
| (place) |

This surety bond is valid only when submitted along with the surety insurance certificate (policy) no. [*insert surety insurance policy number*].

In the event of conflict between the Insurance Rules and the provisions of the Surety Bond, the provisions of the Surety Bond shall prevail.

The obligations of the Client [insert Tenderer’s name, company code, address; in case of joint activity, list full names of all partners and indicate responsible partners or mark that the Tenderer submits the proposal on behalf of joint activity which submits proposal and specify the date and no. of the joint activity agreement] according to the Public Procurement Contract No. … (hereinafter referred to as the Contract) for [procurement object] expected to be signed with the /name of the Contracting Authority/ (hereinafter referred to as the Contracting Authority) must be secured by the Surety Bond.

Hereby the Client and the Insurer [insert the name of Insurer, legal status and address], (hereinafter referred to as the Insurer), irrevocably and unconditionally assume the obligation to the Contracting Authority in the amount of [insert surety amount in numbers] [insert surety amount in words] and undertake to pay it out in a proper manner under this Surety Bond. The Insurer commits to the Contracting Authority with this surety amount until the end of the validity of this Surety Bond.

WHEREAS the Contracting Authority are expected to sign the Contract with the Client, THE TERMS AND CONDITIONS OF THIS SURETYSHIP ARE AS FOLLOWS:

The Insurer unconditionally and irrevocably undertakes to immediately pay within [●] working days to the Contracting Authority the above-mentioned amount upon the receipt of the first written claim of the Contracting Authority. The Insurer does not require and the Contracting Authority does not have to substantiate its claim (neither with written reasons nor any evidence), however, it shall indicate which terms of the Contract were not fulfilled/ were fulfilled improperly.

This Surety Bond shall come into effect upon signing the Contract. The Client has no right to change or terminate the Insurance Contract without the consent of the Contracting Authority.

The Insurer's obligations are valid until [year], [month], [day]. Upon extension of the contract performance period, the Client undertakes to notify the Insurer about such extension and the validity of this Surety Bond may be extended at the request of the Client.

The Insurer:

Name of the Insurer:

Authorised person [letter of the name, surname, signature]:

*\* - A letter of surety must be provided along with a certified copy of an insurance policy. In case where the rules of the insurance stipulate that the conclusion of an insurance agreement is approved by the signing of three copies of an insurance policy, the original copy of the insurance policy must be provided. Along with the policy a certified copy of a payment order which proves the payment of the insurance premium stated in the policy to the insurance company shall be provided).*

1. Qualification certificates issued by the Centre for Certification of Construction Products before 10 October 2014 (right acknowledgement documents), granting the right to hold the position of a Special Structure Contractor, shall be also acceptable. *Structures: Other structures. Structures of nuclear facilities. Field of construction works: general construction works.*  [↑](#footnote-ref-1)
2. Qualification certificates issued by the Centre for Certification of Construction Products before 31 December 2016 (right acknowledgement documents), granting the right to hold the position of a Special Structure Contractor, shall be also acceptable. *Structures: transport and communication: roads (except public roads). Field of construction works: general construction works.* [↑](#footnote-ref-2)
3. Qualification certificates issued by the Centre for Certification of Construction Products before 10 October 2014 (right acknowledgement documents), granting the right to hold the position of a Special Structure Contractor, shall be also acceptable. *Structures: Other structures. Structures of nuclear facilities. Field of construction works: general construction works, installation of wastewater removal networks.*  [↑](#footnote-ref-3)
4. Qualification certificates issued by the Centre for Certification of Construction Products before 31 December 2016 (right acknowledgement documents), granting the right to hold the position of a Special Structure Project Manager, shall be also acceptable. *Structures*: *Transport and Communication: roads (except for public roads), structures of nuclear facilities.* [↑](#footnote-ref-4)
5. Qualification certificates issued by the Centre for Certification of Construction Products before 10 October 2014 (right acknowledgement documents), granting the right to hold the position of a Special Structure Project Manager, shall be also acceptable. *Structures*: *Other structures, Structures of nuclear facilities.* [↑](#footnote-ref-5)
6. Qualification certificates issued by the Centre for Certification of Construction Products before 10 October 2014 (right acknowledgement documents), granting the right to hold the position of a Special Structure Project Manager, shall be also acceptable. *Structures*: *Other structures, Structures of nuclear facilities.* [↑](#footnote-ref-6)
7. ’Position’ means: Position of one project manager meeting the requirements of point 14.1.3.3 or position of one project part manager meeting any of the requirements of subpoints of point 14.1.3.4. [↑](#footnote-ref-7)
8. Qualification certificates issued by the Centre for Certification of Construction Products (right acknowledgement documents), granting the right to hold the position of a Special Structure Project Part Manager, shall be also acceptable. *Structures: non-residential buildings: administrative buildings, buildings for transport, garage buildings, warehouses, other buildings, structures of nuclear facilities. Project part: architecture.* [↑](#footnote-ref-8)
9. Qualification certificates issued by the Centre for Certification of Construction Products before 31 December 2016 (right acknowledgement documents), granting the right to hold the position of a Special Structure Project Part Manager, shall be also acceptable. *Structures: Transport and Communications: roads (except for public roads), structures of nuclear facilities*. *Project part: Transport communications.* [↑](#footnote-ref-9)
10. Qualification certificates issued by the Centre for Certification of Construction Products before 10 October 2014 (right acknowledgement documents), granting the right to hold the position of a Special Structure Project Part Manager, shall be also acceptable. *Structures: Other structures. Structures of nuclear facilities*. *Project part: constructions.* [↑](#footnote-ref-10)
11. Qualification certificates issued by the Centre for Certification of Construction Products before 10 October 2014 (right acknowledgement documents), granting the right to hold the position of a Special Structure Project Part Manager, shall be also acceptable. *Structures: Other structures. Structures of nuclear facilities*. *Project parts: land plot plan; constructions; electrotechnical (up to 10 kV); electronic communications (telecommunications), security alarm.*  [↑](#footnote-ref-11)
12. Qualification certificates issued by the Centre for Certification of Construction Products (right acknowledgement documents), granting the right to hold the position of a Special Structure Project Part Manager, shall be also acceptable. *Structures: Other engineering structures: engineering structures of other purposes, structures of nuclear facilities. Project part: architecture.*  [↑](#footnote-ref-12)
13. Qualification certificates issued by the Centre for Certification of Construction Products before 31 December 2016 (right acknowledgement documents), granting the right to hold the position of a Special Structure Construction Manager, shall be also acceptable. *Structures*: *Transport and Communication: roads (except for public roads), structures of nuclear facilities.*  [↑](#footnote-ref-13)
14. Qualification certificates issued by the Centre for Certification of Construction Products before 10 October 2014 (right acknowledgement documents), granting the right to hold the position of a Special Structure Construction Manager, shall be also acceptable. *Structures*: *Other structures, Structures of nuclear facilities*. [↑](#footnote-ref-14)
15. Qualification certificates issued by the Centre for Certification of Construction Products before 10 October 2014 (right acknowledgement documents), granting the right to hold the position of a Special Structure Construction Manager, shall be also acceptable. *Structures*: *Other structures. Structures of nuclear facility.* [↑](#footnote-ref-15)
16. Qualification certificates issued by the Centre for Certification of Construction Products before 10 October 2014 (right acknowledgement documents), granting the right to hold the position of a Manager of Special Construction Works of the Special Structure, shall be also acceptable. *Structures*: *Other structures; Structures of nuclear facility.*  [↑](#footnote-ref-16)
17. Guidelines for the Pricing of Construction Estimates are registered and published in the Register of Guidelines for the Pricing of Construction Estimates of Legal Entities, Natural Persons and Scientific Institutions maintained by the State Enterprise Centre for Certification of Construction Products. [↑](#footnote-ref-17)