CONDITIONS OF FORMAL BIDDING PROCEDURE
FOR THE PROCUREMENT OF ORGANIZATION SERVICES FOR THE CONFERENCE
"CLIMATE CHANGE AND ENERGY SECURITY FOR NATO NATIONS - GEOPOLITICAL AND
DEFENCE IMPLICATIONS"

TABLE OF CONTENTS

1. GENERAL PROVISIONS ................................................................. 2
2. OBJECT OF PROCUREMENT .................................................... 2
3. QUALIFICATION REQUIREMENTS FOR SUPPLIERS ..................... 2
4. DRAWING UP, SUBMISSION AND MODIFICATION TENDERS ............. 4
5. CLARIFICATION AND ELABORATION OF THE CONDITIONS OF THE TENDERING
   PROCEDURE ................................................................. 5
6. OPENING OF TENDERS ................................................................ 6
7. EXAMINATION OF TENDERS ..................................................... 6
8. REASONS FOR REJECTION OF TENDERS ..................................... 7
9. EVALUATION OF TENDERS ..................................................... 7
10. DECISION ON THE AWARD OF THE CONTRACT ......................... 8
11. PROCEDURE OF REVIEWING CLAIMS AND COMPLAINTS ............. 9
12. FINAL PROVISIONS ............................................................... 9

Annex 1. Proposal form (Part A)
Annex 2. Proposal form (Part B)
Annex 3. Technical specification for the Paris Conference 2019
Annex 4. Supplier's declaration of qualification
Annex 5. Supplier's declaration
Annex 6. Draft contract
1. GENERAL PROVISIONS


1.2. The procurement shall be organized by the Contract Award Committee (hereinafter – the CAC) of the Buyer.

1.3. Procurement shall be governed by the principles of equal treatment, non-discrimination, transparency, mutual recognition, proportionality and requirements of confidentiality and impartiality.

1.4. The contact person for the Buyer shall be Rima Budreckienė, Administrative officer, e-mail: rima.budreckiene@ensecoe.org.

2. OBJECT OF PROCUREMENT

2.1. Services shall be procured: planning of the Paris Conference 2019, implementation of promotion in the international environment, technical implementation and coordination of the event.

2.2. The scope and quantities of the services to be procured shall be specified in Annex 3.

2.3. The object of procurement shall be the award of the Contract on the provision of services to the Supplier that has submitted the best tender. Contract award shall be based upon the best value evaluation methodology. It is two envelope method where technical and financial offers are sealed separately.

2.4. The procurement shall not be divided into separate parts.

2.5. The proposals should be submitted to the Buyer via courier service until 18 July 2019, by address: NATO Energy Security Centre of Excellence, Šilo g. 5A (K-22), LT-10322 Vilnius, Lithuania.

2.6. Suppliers shall not be allowed to submit alternative tenders.

3. QUALIFICATION REQUIREMENTS FOR SUPPLIERS

3.1 A Supplier wishing to participate in the procurement shall meet the following minimum qualification requirements and provide documentary evidence of compliance with the qualification requirements specified in the tables below (where, for any valid reason, a Supplier is not able to provide the indicated documents, it may provide other documents acceptable to the Buyer providing evidence that the Supplier’s qualification meets the established requirements):
### Table 1. General qualification requirements for Suppliers

<table>
<thead>
<tr>
<th>Item No</th>
<th>Qualification requirements</th>
<th>Documentary evidence of qualification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>The Supplier shall not be bankrupt or being wound up, shall not have entered into an amicable arrangement with creditors, shall not have suspended or limited business activities or shall not be in any equivalent or similar situation under the laws of the country wherein the Supplier is registered. The Supplier shall not be subject to restructuring, bankruptcy proceedings or out-of-court bankruptcy proceedings, no forced liquidation procedure or arrangement with creditors shall be sought, and the Supplier shall not be subject to any equivalent procedures under the laws of the country wherein the Supplier is registered.</td>
<td>1. The relevant authority of a foreign country certifying that the Supplier is not bankrupt, being wound up, is not the subject of the restructuring proceeding, the proceedings for a declaration of bankruptcy or an out-of-court bankruptcy procedure, for an order for compulsory winding up or for an arrangement with creditors (document could be submitted from - website Infogreffe – Registries of the Commercial Courts). 2. Supplier’s declaration (as stated in Annex 5 to the Conditions of the Tendering Procedure) certifying that the Supplier has not entered into an arrangement with creditors, or suspended or limited business activities, or a document issued by the relevant foreign authority certifying that the Supplier has not entered into an arrangement with creditors, or suspended or limited business activities.</td>
</tr>
</tbody>
</table>

### Table 2. Requirements for the economic and financial standing, technical and professional capacity

<table>
<thead>
<tr>
<th>Item No</th>
<th>Qualification requirements</th>
<th>Documentary evidence of qualification</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>The Supplier has the right to engage in activities required to perform the procurement contract.</td>
<td>A document issued by a competent foreign authority (certificates of professional or activity managers, public authorities, as required by the country of registration of the Supplier), or a sworn declaration certifying the right of the Supplier to engage in respective activities.</td>
</tr>
<tr>
<td>2.2</td>
<td>The average gross annual turnover over the last three financial years or, where the Supplier has operated for less than three financial years, from the date of the Supplier’s registration is at least 40 000 EUR.</td>
<td>The income statement (the original copy or a copy certified by the manager of the entity approved by independent auditors for the last three financial years or, where the Supplier has operated for less than three financial years, from the date of corporate registration.</td>
</tr>
<tr>
<td>2.3</td>
<td>During the last three years or, where the Supplier has operated for less than three years, during the period from the date of the Supplier’s registration the Supplier has successfully implemented at least three high-level* international events (forums, conferences, partnership events) in the field of Defence and energy security or climate change with at least 200 participants from at least 10 countries.</td>
<td>To submit a list of the projects implemented by the Supplier within the last three years or, where the Supplier has operated for less than three years, from the date of the Supplier’s registration, full name and contact telephone number of the client’s representative/title of project/the dates for the commencement and end of each contract/the value of the contract/</td>
</tr>
</tbody>
</table>

* High-level: conferences attended by at least 200 participants from at least 10 countries.
2.4. The Supplier shall be required to provide qualified personnel: consisting of at least one specialist/expert having sufficient knowledge and experience in the field of Defence and energy security or climate change.

Requirements for the energy security or climate change specialists/experts:
1. Higher university or equivalent education;
2. At least five years of professional experience in the field of the energy security or defence, or climate change.
3. Must be a proficient user of the English language at a level of at least B2

1. To provide documents certifying the educational background, documents supporting the qualification and experience of the Supplier's specialists/experts in the provision of equivalent services (copies of CVs or other documents).
2. The certificate proving the level of English language.

*High-level international event* should be understood as the event, where participants or speakers are coming from ministerial level high ranking officers, famous scientists, CEOs of big international companies and decision makers, famous public personalities and international organizations.

<table>
<thead>
<tr>
<th>4. DRAWING UP, SUBMISSION AND MODIFICATION TENDERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1. By submitting its tender, the Supplier agrees with these Conditions of the Tendering Procedure and acknowledges that information provided in its tender is correct and covers everything required for proper performance of the procurement contract.</td>
</tr>
<tr>
<td>4.2. Each Supplier can submit only one tender. In case the Supplier would submit more than one tender, all such tenders will be excluded.</td>
</tr>
<tr>
<td>4.3. Suppliers shall not be allowed to submit alternative tenders. In case the Supplier would submit an alternative tender, its tender and the alternative tender/tenders shall be rejected.</td>
</tr>
<tr>
<td>4.4. Supplier’s tender and other correspondence shall be submitted in English language.</td>
</tr>
<tr>
<td>4.5. The tender shall be submitted by the Supplier in the paper envelopes until the time, specified by the Buyer.</td>
</tr>
<tr>
<td>4.6. The tender must consist of two parts – technical proposal and financial proposal. In technical proposal the Supplier shall not provide any information that would make it possible to identify the price of the tender.</td>
</tr>
<tr>
<td>4.7. The technical proposal shall include:</td>
</tr>
<tr>
<td>✓ The tender of the Supplier drawn up according to the form of Proposal Part A <em>Technical information and details about the Supplier</em> of the tender specified in Annex 1 (hereinafter – Annex 1);</td>
</tr>
<tr>
<td>✓ Documents certifying the qualification of the Supplier;</td>
</tr>
<tr>
<td>✓ The Supplier’s declaration of qualification Annex 4 (hereinafter – Annex 4);</td>
</tr>
<tr>
<td>✓ The Supplier’s declaration Annex 5 (hereinafter – Annex 5);</td>
</tr>
<tr>
<td>In their tenders, Suppliers must state which information contained therein is confidential. Only valid documents shall be submitted.</td>
</tr>
<tr>
<td>4.8. The financial proposal shall be submitted in another separate envelope. Supplier’s tender shall be drawn up according to the form of Proposal Part B <em>Prices</em> of the tender specified in Annex 3 to the</td>
</tr>
</tbody>
</table>
Conditions of the Tendering Procedure. The price (rates) of services shall be indicated in EUR (rounded to two decimals). The price shall be inclusive of VAT, other charges and expenses. Where the Supplier is not a VAT payer, it shall be indicated accordingly in the tender by specifying the legal basis. Tenders shall be evaluated in EUR.

4.9. The tender must state the term of its validity. The tender must be valid for at least 90 days after the deadline for the submission of tenders.

4.10. Before the expiration of the term of validity of tenders, the Buyer shall have the right to request the Suppliers to extend the term of validity of their tenders to the specified deadline.

4.11. The Buyer shall have the right to extend the deadline for the submission of tenders.

4.12. The Supplier shall have the right to modify or withdraw its tender before the expiration of the deadline for the submission of tenders.

5. CLARIFICATION AND ELABORATION OF THE CONDITIONS OF THE TENDERING PROCEDURE

5.1. The Conditions of the Tendering Procedure may be clarified and elaborated at the request of Suppliers by applying to the Buyer using only correspondence means offered by e-mail. The request to clarify the Conditions of the Tendering Procedure may be submitted to the Buyer at least 5 (five) working days prior to the expiration of the deadline for the submission of tenders. Suppliers are advised to be active and submit inquiries or requests to clarify the Conditions of the Tendering Procedure immediately after they analyse them, taking into account that no modifications of the tender content shall be allowed after the expiration of the deadline for the submission of tenders.

5.2. Before the deadline for the submission of tenders, the Buyer shall have the right to initiate clarification (specification) of the Conditions of the Tendering Procedure by e-mail.

5.3. Responding to each request for clarification of the Conditions of the Tendering Procedure submitted by Suppliers by means of correspondence e-mail, proving that it was submitted before the deadline indicated in paragraph 5.1. of these Conditions of the Tendering Procedure, clarifying and elaborating on the Conditions of the Tendering Procedure on its own initiative, the Buyer shall send clarifications and elaborations by e-mail to all the other Suppliers at least 3 (three) working days before the deadline for the submission of tenders. The Buyer shall respond to the request to clarify the Conditions of the Tendering Procedure within three working days following receipt thereof, if such request was received in time.

5.4. By clarifying or elaborating contract documents, the Buyer must ensure the anonymity of Suppliers, i.e. it must ensure that no Supplier can learn the names and other data of other Suppliers participating in the procurement procedure.

5.5. The Buyer shall not arrange any meetings with Suppliers in order to clarify the Conditions of the Tendering Procedure.

5.6. Any information, clarification of the Conditions of the Tendering Procedure, notices or any other correspondence between the Buyer and the Supplier shall be performed exclusively by e-mail.

5.7. The contact person authorised to ensure direct communication by e-mail shall be: Rima Budrekiene, e-mail: rima.budrekiene@ensecco.com. In the event of correction of published information, the Buyer shall correct the contract notice accordingly and, if necessary, shall extend the deadline for submission of tenders for a reasonable period of time required for Suppliers to take the corrections into account when preparing tenders. In the event that the Buyer clarifies (elaborates on) the Conditions of the Tendering Procedure and is unable to present the clarifications (elaborations) of the Conditions of the Tendering Procedure so that all candidates receive them not later than within one working day to the end of the tender submission term the Buyer shall extend the deadline for submission of tenders by a period of time required for Suppliers to take into account these clarifications (elaborations) when preparing their tenders.
6. OPENING OF TENDERS

6.1. Tenders shall be opened at two meetings of the CAC. At the first meeting the CAC shall open the envelopes containing the technical data of the tender and other information on the Suppliers, and at the second meeting – the envelopes indicating the prices. The meeting of the CAC in which the envelopes containing the technical data of the tenders and the Supplier information will be opened, shall take place at: Šilo 5A (K-22), LT-10322 Vilnius, Lithuania. The envelopes shall be opened at 11 a.m. on July 22, 2019.

6.2. The tender opening procedure will be executed in the absence of the Suppliers.

6.3. The meeting of the CAC for the opening of envelopes containing prices will be held only after the Buyer examines the eligibility of the Suppliers and the compliance of the technical data with the requirements of the Conditions of the Tendering Procedure. The Buyer shall notify the results of the evaluation of the Suppliers’ eligibility and the assessment of the technical data of tenders to all Suppliers by e-mail, simultaneously stating the venue of the second meeting of the CAC in which the envelopes containing the price shall be opened, and the date and time (the hour and minutes) of the opening of the envelopes containing the price. This meeting shall take place at least 5 days after the date of conveying the information about the results of the examination and assessment of the Suppliers’ eligibility to Suppliers by e-mail. During this period the Suppliers shall be entitled to file their complaints (by e-mail) regarding the results of the evaluation of the Suppliers’ eligibility and the assessment of the technical data of tenders. In case the Buyer, having verified and assessed the data provided by the Supplier in the first envelope with the technical data and the information on the Suppliers, rejects the tender of the Supplier, the unopened envelope with the price shall be retained with the other documents submitted by the Supplier.

7. EXAMINATION OF TENDERS

7.1. The CAC shall verify the compliance of the qualification data submitted in the tenders of the Suppliers with the minimum requirements specified in the Conditions of the Tendering Procedure. If the CAC finds the qualification data submitted by a Supplier to be incomplete or inaccurate, the CAC shall ask the Supplier by e-mail to submit or clarify them by the deadline specified by the Buyer. Where the Supplier fails to specify (by e-mail) the inaccurate or incomplete data on its qualification contained in its tender as requested by the Buyer, the tender of such Supplier shall be rejected.

7.2. The CAC shall make a decision regarding the compliance of each Supplier, submitting the tender with the minimum qualification requirements established in the Conditions of the Tendering Procedure, and shall immediately, however not later than within three working days, communicate the results of such examination and provide the reasoning of such decisions by e-mail to each Supplier. Only Suppliers qualification information, which complies with the requirements prescribed by the Buyer shall have the right to further participate in the procurement procedure.

7.3. If there are any questions regarding the content of the tender and if the CAC requests so in written by e-mail, the Supplier shall submit additional explanations by e-mail without modifying the essence of the tender by the deadline specified by the CAC.

7.4. Should the CAC discover any price calculation errors in a submitted tender, the CAC shall ask Suppliers by e-mail to correct the arithmetic error discovered in the tender within a period of time indicated by the CAC without changing the price, announced at the tender opening meeting, while reviewing the tenders. When correcting the arithmetic errors indicated in the tender, the Supplier shall not have the right to withdraw price components or add new components to the price.

7.5. Where the submitted tender indicates an abnormally low price, the CAC shall request the Supplier to provide the substantiation of the abnormally low price in written within three working days by the deadline specified by the CAC. The Buyer must assess the risk whether the Supplier declaring an abnormally low price would be able to properly perform the procurement contract and at the same time to ensure that no conditions for distortion of competition are created. While considering whether the price stated in the Supplier's tender is abnormally low, the Buyer shall
compare the price stated in the Supplier’s tender with the market prices of equivalent object of procurement as well as with prices stated in tenders submitted by other Suppliers. Where the Supplier fails to provide the substantiation of the price, its’ tender shall be rejected.
7.6. All specifications of the qualification data of Suppliers, explanations of the content of the tender, corrections of arithmetic errors, also documents related to the substantiation of the abnormally low price shall be communicated to the Buyer by e-mail.

8. REASONS FOR REJECTION OF TENDERS

8.1. The CAC shall reject the tender if:
8.1.1. the Supplier fails to meet the minimum qualification requirements established by the contract documents;
8.1.2. the Supplier provides inaccurate or incomplete information in its tender about its qualification and fails to clarify it at the request of the Buyer in written by e-mail;
8.1.3. the tender fails to comply with the requirements established in contract documents;
8.1.4. the Supplier fails to correct arithmetic errors;
8.1.5. the Supplier has provided false information on compliance with the established requirements, which the Buyer can prove by any legal means;
8.1.6. all Suppliers (the tenders of which are not rejected due to other reasons) quote excessively high prices/tariffs which are unacceptable for the Buyer;
8.1.7. the tender form has been submitted after the tender submission deadline;
8.1.8. in Part 1 Envelope 1 the Supplier has submitted the information making it possible to determine the price of the tender;
8.2. The Supplier shall be informed about the rejection of its tender immediately, however not later than within three working days following the adoption of the decision.

9. EVALUATION OF TENDERS

9.1. Tenders, not rejected by the Buyer shall be evaluated according to the criteria of the most cost-beneficial tender.
9.2. Criteria for the evaluation of tenders shall be as follows:

<table>
<thead>
<tr>
<th>Evaluation criteria</th>
<th>Comparative weight in the cost benefit evaluation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Price (C)</td>
<td>X=30</td>
</tr>
<tr>
<td>2. Project management (T):</td>
<td></td>
</tr>
<tr>
<td>2.1. Experience in organizing Defence and Climate Change or Energy Security events at last three years of activity(T1)</td>
<td>R_{max}=100</td>
</tr>
<tr>
<td>2.2. Cooperation with the institution of Defence of France or international organisation (T2)</td>
<td></td>
</tr>
<tr>
<td>2.3. Place of event (T3)</td>
<td>Y_{1}=30</td>
</tr>
<tr>
<td></td>
<td>Y_{2}=20</td>
</tr>
<tr>
<td></td>
<td>Y_{3}=20</td>
</tr>
</tbody>
</table>
9.3. Cost benefit \((S)\) is calculated by adding up the points for the Supplier's price criterion \((C)\) and other criteria \((T)\):

\[
S = C + T
\]

9.4. The points of the tender price \((C)\) are calculated by multiplying the ratio between the lowest offered price \((C_{\text{min}})\) and the price of the tender under evaluation \((C_p)\) by the comparative weight of the price \(X\):

\[
C = \frac{C_{\text{min}}}{C_p} \cdot X
\]

9.5. The points of criteria \((T)\) are calculated by adding up the points of individual criteria \((T_i)\):

\[
T = \sum T_i
\]

9.6. The points of criterion \((T_i)\) shall be calculated by comparing \((R_p)\) value of the parameter with the best value of the same parameter \((R_{\text{max}})\), and by multiplying it by the comparative weight \((Y_i)\) of the parameter of the criterion concerned. \(R_p\) shall be calculated by adding up the points awarded by all members of the CACand by dividing the amount by the number of the members of the Commission. The figure shall be rounded to two decimals:

\[
T_i = \frac{R_p}{R_{\text{max}}} Y_i
\]

9.7. Evaluation of the project organisation and management:
To facilitate the evaluation and to unify possible interpretations of points, the 100-point scale has been divided into the following qualitative intervals:

- **Satisfactory** – 0 to 30 points awarded;
- **Good** – 31 to 60 points awarded;
- **Excellent** – 61 to 100 points awarded.

**Criteria for place of event:**
- **Satisfactory** - the place where international events (forums, conferences, partnerships events) are organized and is located in the greater Paris region (e.g. up to Charles de Gaulle airport);
- **Good** - the place where international events (forums, conferences, partnerships events) are organized and is located within Paris city, except 6th and/or 7th district of Paris;
- **Excellent** - the place where international events (forums, conferences, partnerships events) are organized and is not further than 6th and/or 7th districts of Paris.

**Experience in organizing Defence and Climate Change or Energy Security related events during last 3 (three) years of activity:**
- **Satisfactory** – organizing up to 3 (three) events;
- **Good** – organizing more than 3 (three) and up to 7 (seven) events;
- **Excellent** – organizing up to 10 (ten) and more events.

**Cooperation with the institution of Defence of France:**
- **Satisfactory** – cooperation with the Military institution of France;
- **Good** – cooperation with the Defence institution of France;
- **Excellent** - cooperation with the Military or Defence institution of France and international organisation (NATO, EU, UN).
10. DECISION ON THE AWARD OF THE CONTRACT

10.1. Having examined, evaluated and compared the submitted tenders, the CAC shall rank all tenders, identify the successful tender and decide on the award of the contract. Tenders shall be ranked in the descending order of cost-benefit. If several tenders quote the same price, the Supplier with the earlier date of submission of its tender shall have the priority during the ranking. Where only one tender is received, no ranking shall be performed. The date of submission of the tender shall be the date on which the complete tender (the last part of the tender) is received.

10.2. The successful tender shall be identified on the basis of the approved ranking of tenders.

10.3. Having identified the successful tender, the Buyer shall decide on the award of the contract. The Buyer, not later than within 5 (five) working days, shall inform the Suppliers concerned of the decision on the award of the contract, indicating the ranking of tenders, the successful tenders and the exact grace period. No grace period shall be applied where only 1 (one) tender is submitted and recognised as successful. A Supplier whose tender is rejected shall also be provided with a summary of the reasons for the rejection of the tender, unless such information is provided in the course of the procurement procedures.

10.4. The procurement contract shall be concluded immediately but not before the expiry of the grace period (a period of 5 days after the date of dispatch of the notice on contract award). The grace period may not be applied where the only tenderer concerned is the one who is awarded the public contract.

10.5. The Buyer shall award a procurement contract to the tenderer whose tender is recognised as the successful tender. The successful tenderer must sign the contract within the time limit specified by the Buyer. The deadline for the signature of the procurement contract may be established by a separate notice or stated in the notice on the successful tender.

10.6. If the Supplier whose tender is recognised as the successful one by a written notice refuses to conclude the contract, the Buyer offers the award of the contract to the Supplier whose tender in the approved ranking of tenders is the first after the tender of the Supplier who refused to conclude the contract.

10.7. During the award of the contract, the price quoted in the tender of the successful tenderer and the contract conditions laid down in the Conditions of the Tendering Procedure and in the tenders may not be amended.

11. PROCEDURE OF REVIEWING CLAIMS AND COMPLAINTS

11.1. The Supplier shall have the right to submit a claim to the Buyer within 5 days from the date of the written notification by the Buyer of its decision to the Suppliers.

11.2. The Buyer shall review only those claims of Suppliers that were received before the date of the contract.

11.3. The Buyer must review the claim and take a reasoned decision not later than within five working days of the date of receipt of the claim, and notify in writing the Supplier that filed the claim, the candidates and tenderers concerned of the decision taken, not later than the next working day.

12. FINAL PROVISIONS

12.1. The draft contract is annexed to these Conditions of the Tendering Procedure (Annex 6).

12.2. The Buyer shall be entitled to terminate the procurement procedures at any time before the award of the contract, if any circumstances which could not have been foreseen arise, and inter alia funding is not received (or received funding is not sufficient). In this case the Buyer shall not assume
any liability to reimburse damages or loss sustained by tenderers in relation to the termination of the procurement procedure or the rejection of tenders.
**PROPOSAL**

**FOR THE PROCUREMENT OF SERVICES**

FOR THE CONFERENCE "CLIMATE CHANGE AND ENERGY SECURITY FOR NATO NATIONS - GEOPOLITICAL AND DEFENCE IMPLICATIONS"

**Part A. Technical information and details about the service provide**

No. _____ of _______________

(Date)

(Place of signature)

<table>
<thead>
<tr>
<th>Name of the service provider</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address of the service provider</td>
<td></td>
</tr>
<tr>
<td>Legal entity registration No.</td>
<td></td>
</tr>
<tr>
<td>Full name of the person responsible for the proposal</td>
<td></td>
</tr>
<tr>
<td>Tel.</td>
<td></td>
</tr>
<tr>
<td>Fax</td>
<td></td>
</tr>
<tr>
<td>E-mail</td>
<td></td>
</tr>
</tbody>
</table>

By this proposal we declare our agreement to all the tendering conditions established in:
1) Conditions of the Formal Bidding Procedure;
2) Contract documents.

Having regard to the terms and conditions set forth in the Conditions of the Formal Bidding Procedure, we hereby submit our proposal for the procurement of services consisting of two parts so that submitted proposals the technical tender and the financial tender are made available for examination individually. In this part, we provide the technical information and data on our preparedness to perform the contract to be awarded.

The offered *services* are in full compliance with the requirements prescribed by contract documents, and they have the following characteristics:

<table>
<thead>
<tr>
<th>Item No</th>
<th>Service</th>
<th>Detailed description of the service with due consideration to the requirements set forth in the Conditions of the Formal Bidding Procedure¹</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

¹ The supplier can provide the description as a separate document, in which case the supplier must indicate that a separate document is submitted by making a respective reference.
We designate ______________ as our liaison with the Buyer (please specify full name, position and contact telephone numbers of the person).

The following documents shall accompany the tender:

<table>
<thead>
<tr>
<th>Item No</th>
<th>Title of submitted documents</th>
<th>Number of pages in the document</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This proposal is valid until ______________ 2019

(Full name and signature of the service provider or its authorised person)
Annex 2 to the Conditions of the Formal Bidding Procedure

Proposal

FOR THE PROCUREMENT OF SERVICES
FOR THE CONFERENCE "CLIMATE CHANGE AND ENERGY SECURITY FOR NATO NATIONS - GEOPOLITICAL AND DEFENCE IMPLICATIONS"

Part B. Prices

No. ______ of ____________
(Date)

(Place of signature)

Name of the service provider

<table>
<thead>
<tr>
<th>Item No</th>
<th>Title of service</th>
<th>Price (without VAT), EUR</th>
<th>VAT tariff (%)</th>
<th>VAT, EUR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Transportation (for 20 participants)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Accommodation (for 20 participants)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Conference venue and room (for 200 participants)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Catering (for 200 participants)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Conference management, other services (for 200 participants)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total price (without VAT), EUR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total VAT, EUR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total price* (with VAT), EUR</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Price shall include all taxes and expenses associated with the provision of services.

Total price of the proposal, incl. VAT: ____________________________ (in words)

(Position) (Signature) (Full name)
Technical Specification for the Paris Conference 2019

A. Requirements for the object to be purchased

<table>
<thead>
<tr>
<th>No</th>
<th>Name of goods/services</th>
<th>Quantity (if known)</th>
<th>Technical Description</th>
</tr>
</thead>
</table>
| 1. | Transportation         |                    | 1. Supplier should arrange Economy class flights for speakers and moderators to Paris and back, including all means of booking and other coordinative tasks of flights, buses, trains, taxis, etc.  
2. Supplier should arrange transportation: airport – hotel – airport for speakers and moderators. |
| 2. | Accommodation          |                    | 1. Supplier should arrange accommodation for speakers and moderators.  
2. The hotel should be located in walking distance (no more than 1 km.) from the Paris Conference 2019 venue.  
3. The hotel should hold not less than 4 stars. |
| 3. | Conference venue       |                    | 1. The Paris Conference 2019 venue should be preferably located in prestigious area with easy access by car or public transport.  
2. Supplier should ensure the security level of the Paris Conference 2019 by:  
   a) In advance on-line registration of all participants;  
   b) Coordination of approval of the participants with Buyer;  
   c) Supplier should be capable to prepare badge straps with a name tags (plastic, colour printed) as agreed by Buyer for all Paris Conference 2019 participants;  
   d) Issuing name badges to all approved participants of the Paris Conference 2019. The following separate sets of name badges, with visual differences, should be prepared: Organizer Badge; Speaker Badge; Participant Badge.  
3. Supplier should provide security check at the entrance, including identity check according to the list of registered participants for the whole period of the event.  
4. Supplier should ensure the security level, equal to the French national requirements for the similar level of events, organized by Ministry of Defence of France.  
5. On the day of the event the at-the-door registration has to be conducted by 3 persons (requirement for them - presentable appearance). |
| 4. | Conference Room        |                    | 1. Conference Room will be used from 07:30 to 19:00 on 6th of November, 2019.  
2. Conference Room should accommodate up to 200 people with theatre seating arrangement. |
3. The stage (presidium) for up to 6 people and a separate speaker platform, equipped with microphone and remote control for PPT should be installed in front of the audience.
4. 3 microphones equipped with a single "ON/OFF" switch to be installed in front of panelists at the table.
5. Conference Room should be equipped with computer, display, 5200 Lm projector or equivalent, stationary scene lighting.
6. Conference Room should also be equipped with two wireless microphones for Q&A sessions; personnel, carrying microphones during Q&A sessions should be present.

<table>
<thead>
<tr>
<th>5. Catering</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. The hosted dinner for speakers, moderators, representatives of Supplier and Buyer at 19:00 on 5th of November, 2019, at the hotel, chosen for speakers and moderators should be arranged (up to 40 persons).</td>
</tr>
<tr>
<td>2. Two coffee breaks (coffee, tea, cold drinks and snacks) outside the Conference Room.</td>
</tr>
<tr>
<td>3. Buffet lunch: to be able to accommodate up to 200 persons at the same time (menu should include 2 hot dishes (one vegetarian), 3 types salad, 4 types of cold snacks, 2 types of dessert, red and white wine, drinks) outside the Conference Room.</td>
</tr>
<tr>
<td>4. Bottled water (0.5l) and glasses for every Participant at the presidium table during all the Paris Conference 2019.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. Conference management, other services</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Supplier should be capable to elaborate the program of the Paris Conference 2019 in close cooperation and coordination with Buyer (Supplier will be responsible for implementation of 50 percent of the program by providing relevant high level speakers, capable to cover the subject of the Paris Conference 2019: interdependencies of Climate Change, Energy Security and Defence in NATO). Therefore Supplier should maintain:</td>
</tr>
<tr>
<td>a) broad expertise (demonstrated by publications or international presentations) on the domains of:</td>
</tr>
<tr>
<td>- energy security,</td>
</tr>
<tr>
<td>- climate change issues,</td>
</tr>
<tr>
<td>- energy issues in the military,</td>
</tr>
<tr>
<td>- energy geopolitics and geo-economics;</td>
</tr>
<tr>
<td>b) an experience in cooperating with international organizations at the top level, with a particular knowledge of NATO itself (including cooperation with NATO Centres of Excellence);</td>
</tr>
<tr>
<td>c) the organizing team must include a least one PhD on these topics with work experience not less than 5 years;</td>
</tr>
<tr>
<td>d) the organizing team must/should include members with former military or MoD experience;</td>
</tr>
<tr>
<td>e) recognized experience in organizing events with high-level military and civilian executives from NATO member-countries and partner-countries;</td>
</tr>
<tr>
<td>f) has proven cooperation with the military/defence institutions.</td>
</tr>
<tr>
<td>2. Supplier should create the Paris Conference 2019 website with basic information; programme, list of Bio's of speakers and moderators, basic admin. Information, on-line registration platform.</td>
</tr>
<tr>
<td>3. Supplier should be capable to advertise the Paris Conference 2019 on its' website as well as share the invitation to the Paris Conference 2019 among French institutions that might be interested in the theme of the conference. The extent of the advertising has to be coordinated with the Buyer.</td>
</tr>
<tr>
<td>4. The registration platform (among other personal data) should include requirement on conference fee payment to the account of Buyer (the</td>
</tr>
</tbody>
</table>
1. **Content of this information Supplier will coordinate with Buyer before the launch of registration platform.**

2. **Supplier should be capable to prepare welcome packages to the speakers and moderators (30 units): the name badge; Paris Conference 2019 program; notebook; pen; other distributive materials coordinated with Buyer, and welcome packages to the participants (170 units): the name badge; Paris Conference 2019 program; notebook; pen.**

3. **Supplier should be capable to distribute welcome packages to the speakers and moderators, and participants during the time of registration.**

4. **Supplier should arrange the registration of speakers and moderators 30 min. prior to the Hosted dinner that will commence at 19:00 on 5th of November 2019, (venue TBC).**

5. **Supplier in coordination with Buyer should be capable to design Paris Conference 2019 orientation signs and information boards about the event in the venue.**

6. **Supplier in coordination with Buyer should be capable to design screensavers and introductory slides to be used before each presentation and during breaks.**

7. **Supplier in coordination with Buyer should arrange collection of Presentation Summaries (no more than 2 pages, A4 format) from speakers within 2 weeks after the Conference, edit, review and publish Paris Conference 2019 Proceedings no later than 45 days after the event.**

---

3/3
Annex 4 to the Conditions of the Formal Bidding Procedure

(Name of the supplier)

(Date)

(Place)

SUPPLIER’S DECLARATION OF QUALIFICATION

1. (full name, supplier’s name, position), hereby confirm that qualification data of /supplier’s name/, which appears under my representation and which participates in public procurement procedures /title of the procurement/, notice of which was published in NATO ENSEC COE website www.ensecco.org ................. 2019, are as follows:

   a. The Supplier is registered under the procedure prescribed by law;
   b. The Supplier is not being wound up and has not suspended its activities;
   c. The Supplier has the following documents required to perform this contract:

   Please (list all certificates, licences, authorisations, business certificates and other documents required for the performance of the contract as indicated in the contract documents by the Buyer)

   d. The Supplier’s type of activities ___________________________ conforms to the nature of the object of procurement.

      (Please indicate the type of activities)

2. Qualification indicators listed in contract documents shall have the following values:

<table>
<thead>
<tr>
<th>Item No</th>
<th>Description of the qualification criterion</th>
<th>Value of the qualification criterion</th>
<th>The criterion (please enter: complies/does not comply)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The Supplier has the right to engage in activities required to perform the procurement contract.</td>
<td>The Supplier has the right to engage in activities required to perform the procurement contract.</td>
<td></td>
</tr>
</tbody>
</table>
3. Information on successfully performed contracts:

<table>
<thead>
<tr>
<th>No</th>
<th>Full name and contact telephone number of the client’s (company) representative</th>
<th>Title of the contract</th>
<th>Field of the energy security or climate change or defense Yes/No</th>
<th>Commencement and completion of the contract</th>
<th>Contract value</th>
<th>Number of participants</th>
<th>Number of countries</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. List* of qualified personnel for the performance of the contract:

<table>
<thead>
<tr>
<th>Item No</th>
<th>Full name of specialist/expert</th>
<th>Position</th>
<th>Position during the performance of the contract</th>
<th>The number of years of professional experience in the field of the energy security or climate change</th>
<th>Level of English language</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* The Supplier shall submit documents evidence of qualification and experience.

I am aware that the tender submitted by *(supplier’s name)* shall not be examined and will be rejected if the Buyer establishes that the provided information is false.

(Position of the person who drew up the declaration)  (Signature)  (Full name)
(Model form of the supplier’s declaration)

SUPPLIER’S DECLARATION

(Name of the supplier)

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

SUPPLIER’S DECLARATION

No. _____ of _______________

(Date)

(Place of signature)

1. I, ____________________________

(Position and full name of the supplier’s manager or authorised representative)

hereby represent that

(Name of the supplier)

which appears under my management/representation and participates in

(Name of procurement object, procurement code and procurement method)

carried out by

(Name of the Contracting Authority)

announced in

has not entered into any arrangement with creditors, has not suspended or restricted its business activities, has not been guilty of any grave professional misconduct (violation of any competition, work, employee safety and health or environmental legislation) for which an administration penalty (if the supplier is a natural person) or an economic sanction (if the supplier is a legal entity) provided by the laws of the Republic of France has been imposed on the supplier, or less than one year elapsed from the imposition of the said sanction.

2. I am aware that in the event the declaration provided by me is false, then the submitted tender shall be rejected.

3. The supplier shall be liable for the correctness of information provided in the declaration in the manner set forth by the laws.

(Position of the person who drew up the declaration)  (Signature)  (Full name)
SERVICE SALE AND PURCHASE CONTRACT

<table>
<thead>
<tr>
<th>Effective from</th>
<th>...)2019</th>
<th>Period of validity</th>
<th>Place of signature</th>
<th>Reg. No</th>
</tr>
</thead>
<tbody>
<tr>
<td>The NATO ENSEC COE POC:</td>
<td></td>
<td></td>
<td>Vilnius</td>
<td></td>
</tr>
<tr>
<td>Supplier:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NATO Energy Security Centre of Excellence, legal entity code 9000052783, Šilo g. 5A (K-22), LT-10322, Vilnius, represented by its Director Col. Romualdas Petkevičius (hereinafter – the Buyer), acting in accordance with NATO ENSEC COE the Public Procurement Procedures (02/04/2019) and 

................................., legal entity code ................................., represented by Director ................................., acting in accordance with the articles of association of the company, (hereinafter – the Supplier) hereinafter for the purpose of the present Services Sale and Purchase Contract (hereinafter – Contract) the jointly referred to as the Parties, and each individually – the Party, have concluded the present Contract and agreed regarding the terms and conditions specified below.

SPECIAL PART

1. Subject matter of the Contract
1.1. The Supplier shall undertake to provide to the Buyer the organization services of the conference “Climate Change and Energy Security for NATO Nations - Geopolitical and Defence Implications” (hereinafter - the Services), and the Buyer undertakes to pay for the Services, that complies with the Technical Specifications defined in Annex 1 “Technical Specification for the Paris Conference 2019” (hereinafter – Annex 1) to the Contract, and the Buyer shall undertake to accept the Services thereto, and settle the transaction with the Supplier in the manner set forth in the General Part of the Contract.

2. Contract Price and payments
2.1. The list of Services is envisaged under this Contract and the price for Services is specified in Annex 2 “Proposal” (hereinafter – Annex 2). The total price indicated in Annex 2 is preliminary and shall be recalculated after the proper provision of Services. For the avoidance of doubt, the total/final amount of price shall not exceed the amount specified in Annex 2.
2.2. The price specified in paragraph 2.1 of the Contract shall be the only maximum remuneration for the properly delivered Services (inclusive of all taxes) payable by the Buyer to the Supplier in accordance with this Contract.

2.3. In case of a change in the Value Added Tax rate, the Service rates shall be recalculated in the manner set forth in the General part of the Contract.

2.4. The payments shall be effected within 30 days according to the invoices received from the Supplier for the Services provided after a full completion.

3. Advance payment – 30% of total price.

4. Location, term and conditions of the provision of the Services:

4.1. Services provision term: Services must be provided from the moment of signing Contract until the performance in full of the contractual obligations.

4.2. Conditions of the Services provision:

4.2.1. The Services must be provided in accordance with the conditions indicated in the Annex 1.

4.2.2. The Supplier provides Additional Services on the basis of the received requirements from the Buyer. Additional Services will be priced according to the agreement between the Supplier and the Buyer in advance.

5. Obligations performance security:

5.1. The minimum amount of minimal losses pre-agreed by the Parties indicated in Item 9.2 of the General Provisions of the Contract is 5000,00 (five thousand) EUR.

6. Quality:


7. Other terms and conditions:

7.1. The Supplier shall undertake:

7.1.1. to guarantee the confidentiality of all the information received during the performance of the Services in accordance with the paragraph 13 of the General Part of the Contract;

7.1.2. to produce invoices for Services provided in a PDF file and text file by sending the same to authorized person(s) specified in Clause 7.4 of the Special Part of the Agreement by e-mail;

7.2. The Buyer shall undertake:

7.2.1. to cooperate with the Supplier and give him all the information it may reasonably request in order to perform the Contract;

7.2.2. to ensure timely payment for the provided Services according to the invoices submitted in the manner set forth in Item 2.4. of the Special Part of the Contract.

7.3. The Buyer is not obliged to buy Services for all quantity of participants.

7.4. Authorized person of the Buyer: Artūras Petkus, arturas.petkus@ensecco.org.
Annex 6 to the Conditions of the Formal Bidding Procedure

NATO
ENERGY SECURITY
CENTRE OF EXCELLENCE
Šilo str. 5A, LT-10322 Vilnius, Lithuania
www.ensecoe.org

7.5. The supervising administrator appointed by the Supplier: [...] 
7.6. Annexes to the Contract: 

| 8. The Contract shall remain in effect until the performance in full of the contractual obligations. |
|---|---|

<table>
<thead>
<tr>
<th>9. Data of the Buyer:</th>
<th>10. Data of the Supplier</th>
</tr>
</thead>
<tbody>
<tr>
<td>NATO Energy Security Centre of Excellence</td>
<td></td>
</tr>
<tr>
<td>Code: 9000052783</td>
<td></td>
</tr>
<tr>
<td>Address: Šilo g. 5A (K-22), LT-10322, Vilnius</td>
<td></td>
</tr>
<tr>
<td>Account No.: LT 79 7044 0600 0786 6734</td>
<td></td>
</tr>
<tr>
<td>Bank code 70440</td>
<td></td>
</tr>
<tr>
<td>Bank AB SEB bank</td>
<td></td>
</tr>
<tr>
<td>Tel. +8 706 71004</td>
<td></td>
</tr>
<tr>
<td>E-mail: <a href="mailto:info@ensecoe.org">info@ensecoe.org</a></td>
<td></td>
</tr>
</tbody>
</table>

Buyer Supplier

NATO Energy Security Centre of Excellence
Director
Col. Romualdas PETKEVIČIUS
GENERAL PROVISIONS

1. Definitions
1.1. The main definitions used in this Contract are the following:
1.1.1. Contract shall mean the general provisions and the Special Provisions of the service sales-purchase contract including its annexes.
1.1.2. The Parties to the Contract shall mean the **Buyer** and the **Supplier**:
1.1.2.1. The **Buyer** shall mean the contracting party whose details are provided in the Contract and who shall purchase the Services under the terms and conditions laid out in this Contract;
1.1.2.2. The **Supplier** shall mean the contracting party whose details are provided in the Contract and who shall provide the Services under the terms and conditions laid out in this Contract.
1.1.3. Third party shall mean any natural or legal person (including the State, public authorities, municipalities, or municipal authorities) not considered a Party to this Contract.
1.1.4. **Licenses** shall mean all necessary licenses, patents and/or permits required for the successful performance of the Contract.
1.1.5. **Subject matter of the Contract** shall mean the Services and the product related to the provision of the Services upon which the Parties have agreed in the Special Provisions of the Contract.
1.1.6. **Minimal losses** agreed by the Parties in advance shall mean the fixed undisputed amount stipulated in the Contract or calculated in accordance with the procedures set forth in the Contract which the **Supplier** shall undertake to pay to the **Buyer** in case of failure to perform the obligation or to perform it in an adequate manner.
1.1.7. **Pricing rules** shall mean the price stipulated in the Contract or the rules for calculating and adjusting the Contract price.
1.1.8. **Materials** shall mean the materials that shall be used for the provision of the Services or purchased in conjunction with the Services or created while providing the Services.

1.2. Counting of the minimal losses agreed by the Parties in advance shall start from the day after the payment due date and shall finish at the day of completion of the contractual obligations by a respective Party (the day of the completion of the contractual obligations is to be considered the last day of counting).
1.3. The headings of the parts and the articles of the Contract shall be used only for convenience of reference and in event of interpretation of the Contract may only be used as a supplementary measure.
1.4. Unless the Contract stipulates otherwise, the Contract period and other periods of time shall be counted in calendar days.
1.5. Should the payment date coincide with the official holidays and non-working days of the Republic of Lithuania, in accordance with this Contract, the payment will be due on the following working day.
1.6. In this Contract, where it is required by the context, the words given in their singular form may acquire the meaning of the plural, and vice versa.
1.7. In cases where written and numeric representations mean different amounts, the written representation shall be given priority.

2. Contract price / rates
2.1. The contract price/rates is the amount which the Buyer shall undertake to pay to the Supplier under the terms and procedures specified in this Contract.
2.2. The contract price/rates are constant and invariable for the entire duration of the Contract period.
2.3. The contract price shall be inclusive of the cost of the Services, all service-related costs and fees, including VAT. The Supplier must include all service-related costs into the Contract price/rates including but not limited to:
2.3.1. Logistics (transportation) costs;
2.3.2. All costs related to the preparation and presentation of the documents required by the Buyer;
2.3.3. Costs related to the acquisition or the rent of the tools, equipment or machinery required for the provision of the Services as well as the operating costs of the equipment or the technical tools listed in this article.

3. Terms and conditions for the provision of the Services
3.1. The Services are to be provided under the terms and conditions laid out in the Special Provisions and the Annex(es) to the Contract.
3.2. The Supplier shall provide the Services at his own risk without any additional payment. The Services provided in an adequate manner shall be approved by both Parties signing the take-over certificate which is to be duly signed only if the quality of the provided service is adequate and meets the requirements specified in the Contract and Annex(es) thereto.

4. Payment terms and conditions
4.1. The Supplier shall be paid after the subject of the contract, corresponding to the requirements set forth in the Contract and the annex(es) thereto, is submitted to the Buyer and both parties duly sign the take-over certificate, within 10 (ten) days of signing of the take-over certificate and the receipt of the invoice.

5. Quality of Services
5.1. The Services must meet the requirements set forth in the Contract and Annex(es) thereto.
5.2. Should the Buyer, during verification of the quality of the Services provided, identify any shortcomings in the service provision or a fact of delay or failure to provide the Services, or a breach of other contractual obligations, an investigation report shall be drawn up; it must be duly signed by the authorized representatives of the Buyer and the Supplier. The
Supplier shall be subject to contractual liability (in case of the refusal of the Supplier's representative to sign it, the inspection report shall be duly signed by the Buyer's representative only).

5.3. In cases when the conflict on the quality of the Services cannot be resolved by a mutual agreement of the Parties, the Parties shall reserve the right to invoke independent experts. All the expert work-related expenses shall be borne by the Party against whom the decision of experts lies.

5.4. The Supplier shall undertake to allow the Buyer to carry out the quality control of the provided Services during the course of provision of the Services, on a date and time agreed by the Parties in advance.

5.5. Upon noticing that the materials resulting from the provision of Services at the time of take-over do not meet the requirements set forth in the Contract and Annex(es) thereto, the representatives of the Supplier are to be invited; in their presence, a certificate shall be drawn up and the materials shall not be accepted, whereas the Supplier shall become subject to contractual liability (in this case, the contractual liability shall arise provided the delivery deadline has expired) (applicable if the materials handed/sold while performing the Service Contract are directly related to the subject matter of the Contract).

6. Force majeure

6.1. The Party shall not be held liable for failure to fulfil any of the contractual obligations, if it proves that this happened due to unusual circumstances, which the Parties were unable to control or reasonably foresee, or prevent these circumstances or their consequences. Only the circumstances mentioned in Article 6.212 of the Civil Code of the Republic of Lithuania and in the Rules of the Exemption from Liability in the Case of Force Majeure, adopted by the Resolution No. 840 of the Government of the Republic of Lithuania on 15 July 1996, are to be considered force majeure. In order to determine the force majeure circumstances, the Parties shall refer to the Resolution No.222 "On the Approval of the Procedure of Issuing the Certificates of the Force Majeure Circumstances", adopted by the Government of the Republic of Lithuania on 13 March 1997, or any superseding regulatory legislation. In the event of force majeure circumstances, the Parties to the Contract, in accordance to the procedures set forth in the legal acts of the Republic of Lithuania, are to be relieved from the liability for the failure to fulfil, complete or properly perform the contractual obligations and the Contract period is to be extended.

6.2. A Party aiming for exemption from liability must notify in writing the other Party about the force majeure circumstances immediately, but no later than 10 (ten) working days after the occurrence or discovery of such circumstances, by providing evidence that it has taken all reasonable precautions and made all efforts to reduce the costs or negative consequences, as well as to communicate a possible date of fulfilment of the contractual obligations. Notification shall also be required when the basis for a failure to fulfil the obligations disappears.
7. Termination of the Contract
7.1. This Contract may be terminated:
7.1.1. by a written agreement of the Parties;
7.1.2. in the event of force majeure taking place longer than 1 (one) month (or more than 14 (fourteen) days depending on the specific performance of the contract) and in the absence of a mutual agreement between the Parties on the amendment of this Contract which would allow the Parties to continue performing their contractual obligations.
7.2. The Buyer shall be entitled to unilaterally terminate the Contract, by sending a written notice to the Supplier no later than 15 (fifteen) days in advance, if:
7.2.1. The Supplier fails to commence provision of the Services on the date specified in the Special Provisions of the Contract;
7.2.2. The Supplier fails to provide the Services in a timely manner by the deadline(s) specified in the Special Provisions of the Contract;
7.2.3. The Supplier increases the prices/rates of the Services, with the exception of the case described in Article 2.2 in the General Provisions of the Contract;
7.2.4. The Supplier fails to perform or performs improperly the warranty obligations set forth in Article 6 of the General Provisions of the Contract;
7.2.5. The Supplier fails to comply with the obligation specified in Article 12.4 of the General Provisions of the Contract (if the performance of the contract is to be secured by surety or bank guarantee);
7.2.6. The quality of the Services provided by the Supplier does not meet the requirements set forth in the Contract and the Annex(es) thereto and the Supplier fails to eliminate the defects of the provided Services in accordance with the procedure laid out in the Special Provisions of the Contract;
7.2.7. The Supplier fails to provide the advance payment guarantee with a period of validity no shorter than the one specified in Article 4.2 of the General Provisions of the Contract, in a timely manner (provided the advance payment is foreseen under the terms and conditions of the Contract).
7.3. Upon termination of the Contract, the Supplier must return to the Buyer the received advanced payment for the Services that have not been provided, within 10 (ten) days from the termination of the Contract.

8. Dispute settlement procedure
8.1. The Contract is concluded and is to be interpreted in accordance with the law of the Republic of Lithuania.
8.2. Any disputes or disagreements between the Parties related to the Contract are to be settled through negotiation; in the event of failure to settle the dispute in this way, it will be examined further according to the laws of the Republic of Lithuania in the courts of the Republic of Lithuania operating in the area of the Buyer's domicile.

9. Responsibilities
9.1. During the period of quality guarantee in the event of a delay to eliminate the indicated
defects within the period of time specified in the Special Provisions of the Contract, the Supplier shall pay to the Buyer 0.2% of the value of the defective products for each day of the delay and cover the minimal losses agreed by the Parties in advance.

9.2. Upon the termination of the Contract due to the reasons listed under Articles 7.2.1, 7.2.2, 7.2.3, 7.2.4, 7.2.5, 7.2.6 (7.2.7 (if the advance payment is foreseen under the terms and conditions of the Contract)) of the General Provisions of the Contract, the Supplier, within 14 (fourteen) days (from the date of the termination of the Contract), must pay to the Buyer 7 (seven) percent of the Contract price (or of the total tender price (with VAT if it is included into the Contract price) or a specific fixed amount is to be specified) of the minimal losses agreed by the Parties in advance but no more than the value of the outstanding liabilities. The payment of the minimal losses agreed by the Parties in advance shall not release the Supplier from the obligation to pay all the losses incurred by the Buyer due to the Supplier’s non-performance or defective performance of the Contract.

9.3. Other cases of the contractual liability of the Supplier are specified in the Special Provisions of the Contract.

9.4. If the Services were delayed or not provided, or the Services provided were of inadequate quality and there is no possibility to provide Services or eliminate the defects, the Supplier shall pay to the Buyer the amount of minimal losses, agreed by the Parties in advance and specified in the Special Provisions of the Contract, for the non-provision or defective provision of either of the Services listed in the Annex to this Contract. The payment of the minimal losses agreed by the Parties in advance shall not release the Supplier from the obligation to pay all damages incurred by the Buyer due to the Supplier’s failure to perform the Contract or defective performance thereof. The Supplier shall undertake to cover the minimal losses agreed by the Parties in advance no later than within the period specified in the invoice or in the call.

9.5. In the event of failure to provide the Services which are still possible to be provided or the defects which are still possible to be eliminated, the Supplier undertakes to provide non-provided Services or to eliminate the defects of the provided Services no later than within 1 (one) day after the submission of the Buyer’s written comments and/or complaints or within the other period of time agreed with the Buyer in writing. The Supplier, not having provided the Services or not having eliminated the defects in their provision within 1 (one) day or another period of time agreed with the Buyer in writing, shall pay to the Buyer the amount/percentage from the value of the Services not provided or the Services, the defects of which have not yet been eliminated, as the minimal losses for each day of delay, as agreed by the Parties in advance. The payment of the minimal losses agreed by the Parties in advance shall not release the Supplier from the obligation to compensate all damages incurred by the Buyer due to the Supplier’s failure to perform the Contract or defective performance thereof. The Supplier undertakes to cover the minimal losses, agreed by the Parties in advance, within the period specified in the invoice or in the call.

9.6. The delays of budget funding shall be considered a sufficient condition for a complete exemption of the Buyer from the civil liability and paying of the interest for the late payment.
10. Intellectual and industrial property rights
10.1. All the resulting works and the related rights, acquired pursuant to this Contract, including copyright and other intellectual and industrial property rights (excluding the „moral rights”), shall be deemed the property of the **Buyer**. In cases when the works or parts thereof, resulting from the service provided, are subject to copyright according to the Law on Copyright and Related Rights of the Republic of Lithuania, the **Supplier** shall pass to the **Buyer** on the permanent basis the author’s exclusive rights specified in Article 15 Para 1 of the Law on Copyright and Related Rights, which are valid in the territory of the Republic of Lithuania and beyond, together with the resulting works, and shall give permission to the **Buyer** to use the above mentioned objects of copyright for all purposes listed in Article 15 Para 1 of the Law on Copyright and Related Rights.
10.2. The **Supplier** shall not publish any articles based on the results obtained during the research or use them while providing any Services to other clients or disclose any information received from the **Buyer**, without the **Buyer**'s prior written consent.

11. Contract period
11.1. The Contract shall come into effect upon its signature by both Parties. The Contract terms and conditions may not be modified during the Contract period, except by a written agreement of both Parties. Minor adjustments of the Contract terms and conditions made subject to the conditions specified in the Contract shall not be considered as an amendment to the terms and conditions of the Contract, provided these circumstances are set forth in a clear and unambiguous manner and were present in the tender.
11.2. Upon noticing a technical oversight or spelling mistakes (e.g. imprecise transposition of the terms from the tender or the Contract terms and conditions, etc.) or in the event of the change of people in charge of the performance of the Contract or the contact details of the Parties, if it happened during the contract period, the contracting Parties may adjust the terms and conditions of the Contract in writing without recourse to the Public Procurement Office. Such adjustment of the terms and condition of the Contract shall not be considered as an amendment to the terms and conditions of the Contract.
11.3. The Contract may be extended under the conditions specified in the Special Provisions of the Contract.

12. Correspondence
12.1. Any messages sent by the **Buyer** and the **Supplier** to each other must be in the English language and in a written form. All messages sent by the Parties to each other must be sent by post, e-mail or delivered in person. Messages must be sent to the addresses or numbers provided under the contact details of the Parties, in the Special Provisions of the Contract. Should the sender require a confirmation of receipt, it shall include such a request in the message itself. In cases where there exists a fixed deadline for the receipt of the reply to a message submitted in writing, the sender should include in the message the request for confirmation of the receipt of a message submitted in writing.
12.2. The Parties undertake to inform each other in writing about the change of the contact
details provided in the Special Provisions of the Contract no later than in 3 (three) working
days. A contracting Party failing to inform about the change of its contact details in a timely
manner shall not be entitled to make claims about the other Party's actions undertaken in
accordance with the contact details of the Party provided in the Contract.

13. Confidentiality
13.1. The Parties must ensure that the information which they communicate to each other
would be used only in performance of the Contract and would not be used in detriment to the
Party which has provided such information.
13.2. The Parties shall undertake to ensure that all information available and/or entrusted to
them would be kept confidential in the entire duration of the contract as well as after the
expiry of the Contract period and the termination of the Contract.
13.3. The Supplier undertakes not to use the information provided by the Buyer either in its
or any third party's benefit and not to disclose such information to persons other than the
ones specified in the legislation of the Republic of Lithuania.

14. Final provisions
14.1. The Contract is concluded in the English language in two copies (one for each Party).
This Contract consists of the General and Special Provisions and the Annex(es) to the
Contract. All the Annex(es) to this Contract form are integral part of the Contract.
14.2. None of the Parties shall be entitled to assign the contractual rights and obligations to
a third party without a written consent of the other Party.
14.3. The Supplier shall guarantee that it is in possession of all licenses required for the
successful performance of the Contract. The Supplier shall indemnify the Buyer for the
damages and other expenses arising from litigation if the Buyer has to face claims or legal
proceedings due to the patent or license violations arising out of the Contract or performance
thereof.
14.4. The contracting Parties hereby confirm that by concluding the Contract they have not
exceeded or violated their authority (including statutes and regulations or rulings, decisions,
and orders of any governing body (the owner, founder or other authority) of a contracting
Party or any mandatory legislation (as well as local or individual), transactions, court
decisions (court rulings or order of the court), etc.).
14.5. The Supplier's appointed person/persons representing the Supplier, who are taking
and approving the Buyer's orders, being responsible for the quality of Services, participating
in meetings with the Buyer, and engaged in other activities necessary for the proper
performance of the Contract is/are listed in the Special Provisions of the Contract.
14.6. The Buyer's appointed person/persons representing the Buyer, filing the orders to the
Supplier, participating in meetings with the Supplier and performing other activities
necessary for the proper performance of the Contract are listed in the Special Provisions of
the Contract.
Annex 6 to the Conditions of the Formal Bidding Procedure

NATO
ENERGY SECURITY
CENTRE OF EXCELLENCE
Šilo str. 5A, LT-10322 Vilnius, Lithuania
www.ensecoe.org

Buyer

NATO Energy Security Centre of Excellence
Director
Col. Romualdas PETKEVIČIUS

Supplier