REFERENCE NUMBER: 201119/SD/2.07/E/A57
DATE: 20 November 2019
TO: 
SUBJECT: INVITATION TO THE TENDER FOR THE PROCUREMENT OF COMPUTER NETWORK MODERNIZATION 2019

REFERENCES:
A. NATO Glossary of terms and definitions AAP-06, 2014 edition;
B. ENSEC COE Administrative Regulation, (09/08/2018 Ver. 4.0);
C. ENSEC COE Public Procurement Procedures, (02/04/2019 Ver. 4.0).

Please find attached invitation to the tender for the procurement of Computer Network Modernization 2019 to be conducted by the NATO ENSEC COE.

COL Romualdas PETKEVIČIUS
Director

ANNEX:
Terms and Conditions of Formal Bidding Procedure for Procurement of the Computer Network Modernization 2019

ACTION OFFICER (or POC): Mr.Rima Budreckienė
rima.budreckiene@enceccoe.org, +370 5 203 2388, +370 612 03 459
TERMS AND CONDITIONS OF FORMAL BIDDING PROCEDURE FOR
PROCUREMENT OF THE COMPUTER NETWORK MODERNIZATION 2019

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I. GENERAL PROVISIONS

1.1. The NATO Energy Security Centre of Excellence (hereinafter referred to as NATO ENSEC COE or the Contracting Authority) intends to procure the Servers and Data Warehouses (hereinafter referred to as the Goods).

1.2. The Procurement will be conducted in accordance with NATO ENSEC COE Public Procurement Procedures (ver. 4 (02/04/2019)) and these terms and conditions of the Formal Bidding (hereinafter referred to as the Terms and Conditions).

1.3. The Contracting Authority set up a Contract Award Committee (hereinafter referred to as the CAC) for the purpose of organising the bidding and evaluating the results, which shall be entrusted with all the powers necessary for the performance of the tasks assigned.

1.4. Procurement shall comply with the principles of equal treatment, non-discrimination, transparency, mutual recognition, proportionality and confidentiality. Decisions on the Terms and Conditions are based on the principle of rationality.

1.5. The Contracting Authority is not a payer of value added tax (VAT).

1.6. The bid of the Supplier who has confirmed its participation by e-mail (hereinafter referred to as the Supplier) shall consist of the following documents and data:

1.6.1. a completed bid form drawn up in accordance with Annex 1 Bid (Part A and B)(hereinafter –Annex 1). The price must include all taxes and all Supplier’s costs, state the Supplier's warranty period in months.

1.6.2. the power of attorney authorising the signing of the Supplier's bid (applicable when the bid is approved not by the head of the company but by an authorised person);

1.6.3. other information and/or documents requested in the Terms and Conditions.

1.7. Any information, explanations of the Terms and Conditions, notices or other correspondence between the Contracting Authority and the Supplier shall be sent only by e-mail (notices shall be received by the Supplier users who have accepted the invitation by sending consent to participate in the procurement by e-mail). Persons authorised to maintain direct contact with Suppliers:

- Rima Budreickienė (concerning the procedure of procurement organisation), tel. +370 612 03 459, e-mail address - rima.budreickiene@enzecco.e.org.
- Tomas Plèta (concerning technical requirements) tel. +370 612 30 383 e-mail address - tomas.pleta@enzecco.e.org.

1.8. The Contracting Authority shall set the following terms for this procurement:

<table>
<thead>
<tr>
<th>Table 1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>APPLICABLE / NOT APPLICABLE TO THIS PROCUREMENT</strong></td>
</tr>
<tr>
<td><strong>1. Term for submission of the request for clarification of the procurement documents to the Contracting Authority</strong></td>
</tr>
<tr>
<td><strong>2. Term for the Contracting Authority to send explanations or clarifications on</strong></td>
</tr>
<tr>
<td>3. Term for submission of bids</td>
</tr>
<tr>
<td>4. Meeting to get acquainted with bids</td>
</tr>
<tr>
<td>5. Bid expiry date</td>
</tr>
<tr>
<td>6. Term within which the Contracting Authority must inform Suppliers of the results of the verification</td>
</tr>
<tr>
<td>7. Term of postponement of contract award</td>
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<tr>
<td></td>
</tr>
<tr>
<td>---</td>
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<tr>
<td>9.</td>
</tr>
<tr>
<td>10.</td>
</tr>
</tbody>
</table>

II. PROCUREMENT OBJECT

2.1. This procurement is not split into procurement parts.
2.2. A Supplier may submit only one bid.
2.3. Evaluation criterion: lowest price.
2.5. Contracting Authority sets technical requirements so that the purchased equipment is compatible with existing systems.
2.6. No contract extension is foreseen.
2.7. Alternative bids are not available.
2.8. The Supplier may not rely on the capacity of other economic operators.
2.9. The Supplier shall confirm, at the time of submitting a bid, that all costs and fees have been included in its bid and that the Supplier assumes all risk for all expenses which the Supplier was obliged to include in the bid price at the time of Bid submission and in accordance with the requirements set out in the procurement documents. If the Supplier wins the bidding, no further claim for error in the amount or conditions of the bid will be accepted.

III. GROUNDS FOR SUPPLIER EXCLUSION

3.1. The Supplier shall meet the following requirements for the absence of grounds for exclusion:
<table>
<thead>
<tr>
<th>Entry No.</th>
<th>Grounds for exclusion</th>
<th>Documentary evidence of compliance</th>
</tr>
</thead>
</table>
| 3.1.1    | For a Supplier who is a natural person or a manager of a Supplier who is a legal entity, another organisation or a division thereof, another member of the management or supervisory body or another person entitled to represent or control the Supplier on its behalf, to enter into a transaction, whether the accountant (s) or any other person (s) entitled to draw up and sign the Supplier's accounting records has not been convicted of a crime within the past 5 years or it does not have a criminal record for the following criminal offenses:  
1) participation, organisation or management of a criminal organisation;  
2) bribery, trading in influence, subornation;  
3) fraud, misappropriation of assets, misrepresentation of a legal entity, misuse of credit, loan or targeted support, credit fraud, misrepresentation of income, profits or assets, failure to submit a declaration, statement or other document, fraudulent accounting or abuse;  
4) criminal bankruptcy;  
5) terrorist offence and terrorist-related offence;  
6) legalisation of the proceeds of a crime;  
7) trafficking in human beings, buying or selling of children. | Extract from a court decision or a document issued by the Information Technology and Communications Department under the Ministry of the Interior or State Enterprise Centre of Registers certifying joint data processed by competent authorities or, if the Supplier is registered in a foreign country, a document issued by a foreign authority less than 60 days before the end of the term for submission of bids.  
If the document is issued earlier but has a longer validity period than the term for the submission of bids, such document shall be admissible during its period of validity.  
1) The Supplier has fulfilled its obligations regarding payment of taxes, documents submitted: document issued by the State Tax Inspectorate under the Ministry of Finance |
country in which the Supplier is registered.
of the Republic of Lithuania or a document issued by the State Enterprise Centre of Registers in accordance with the procedure set forth by the Government of Lithuania certifying joint data processed by the competent authorities, if the Supplier is registered in a foreign country, a document issued by the relevant foreign authority not earlier than 60 days before the end of the term for submission of bids.

If the document has been issued earlier but states that it is valid on the date of the examination of the bids, such document shall be admissible.

3.2. The CAC shall exclude the Supplier from the bidding at any stage of the bidding if it is found that due to its actions or omissions before or during the bidding procedure it satisfies at least one of the grounds for exclusion specified in Clause 3.1.

IV. USE OF SUBCONTRACTORS

4.1. The Supplier shall not be required to indicate in the bid which subcontractors will be used for the performance of the contract and may subsequently indicate this information if it is awarded the contract. The Supplier does not rely on the capacity of the subcontractors to meet the financial, economic, technical and/or professional capacity requirements (if any).

4.2. The CAC does not limit the possibility for Suppliers to use subcontractors to perform essential tasks.

V. REQUIREMENTS FOR PREPARATION AND SUBMISSION OF BIDS

5.1. The bid must be submitted in non-electronic form by sending the envelope via the service provider or other suitable carrier to the address Šilo st. 5A, LT-10322 Vilnius, Lithuania.

5.2. The Supplier shall prepare the bid in English. If the relevant documents are in Lithuanian or another language, a certified translation must be provided. Certification of the translation shall be considered adequate if the translated document is signed by the translator or by the Supplier or its authorised representative and, in such a case, the translation shall prevail during the evaluation of the bid. The CAC reserves the right to require the translation of the document be signed by the translator and include a seal of the translation office and/or to have the translator’s signature notarised in case of doubts as to the content of the original document.

5.3. In case of doubt as to the conformity of the certified copy with the original, the CAC reserves the right to require that the original documents be submitted.

5.4. Suppliers must indicate in their bid which information contained in the bid (Annex 1 to the Terms and Conditions, table concerning confidential information) is confidential, if any. The Supplier's entire bid cannot be considered as confidential information. Confidential information may include, but is not limited to, trade (production) secrets and confidential aspects of bids.
VI. REQUIREMENTS FOR DOCUMENTS PROVING SUPPLIER QUALIFICATION

6.1. The Supplier participating in the procurement must meet the following qualification requirements:

<table>
<thead>
<tr>
<th>Entry No.</th>
<th>Qualification requirements</th>
<th>Documents and information to be provided by the Supplier seeking to prove that its qualification meets the requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.1.1.</td>
<td>The Supplier shall have the right to engage in the activities necessary for the performance of the Procurement Contract.</td>
<td>The Supplier registered in the Republic of Lithuania shall submit: a copy of the extended extract of the Register of Legal Entities of the Republic of Lithuania issued by the State Enterprise Centre of Registers or other documents certifying the Supplier's right to engage in activities related to the procurement object; if the Supplier is registered in a foreign country, a document issued by a foreign authority (professional or activity handler, institution authorised by the state as established in the country where the Supplier is registered) certifying the Supplier's right to engage in the relevant activity.</td>
</tr>
<tr>
<td>6.1.2.</td>
<td>The Supplier is the manufacturer/distributor/authorized representative of the manufacturer's distributor of all offered software, authorised to sell the offered software and provide warranty service/maintenance, or has entered into an agreement with another entity that has the above-mentioned rights granted by the software manufacturer/distributor/authorized representative of the manufacturer's distributor.</td>
<td>A power of attorney or other equivalent document issued by the Supplier's manager or the manufacturer/distributor/distributor's representative of the equipment offered, certifying that the Supplier is the manufacturer/distributor of the equipment offered, authorised to sell the offered equipment and provide warranty service/maintenance or has entered into an agreement with another entity that has the above-mentioned rights granted by the software manufacturer/distributor/authorized representative of the manufacturer's distributor.</td>
</tr>
<tr>
<td>6.1.3.</td>
<td>The equipment Supplier must have a right to perform warranty service on the equipment offered or have an agreement with an authorised manufacturer service centre. The Supplier must have an online fault/problem registration and control system that meets the requirements of the ITIL standard and provides the ability to record faults online, track the execution of repairs and the progress of the solution.</td>
<td>The Supplier shall provide a valid agreement with an authorised manufacturer service centre.</td>
</tr>
</tbody>
</table>
6.2. If the Supplier is unable to provide the specified documents required by the Terms and Conditions, as such documents are not issued in a foreign country or the documents issued in that country do not cover all the issues raised (if similar questions are raised in the Terms and Conditions), it may be replaced by a Supplier's Declaration (Annex 4).

VII. CLARIFICATION AND EXPLANATION OF BIDDING TERMS AND CONDITIONS

7.1. The Contracting Authority shall respond to each written request of the Supplier submitted by electronic means to explain the Terms and Conditions, if the request is received not later than 5 days before the end of the term for submission of bids. The Contracting Authority shall reply to the Supplier's timely request for clarification of the Terms and Conditions not later than 3 days before the end of the term for submission of bids. The Contracting Authority, in reply to the Supplier by electronic means of correspondence, shall simultaneously send the explanations by electronic means to all other Suppliers, but shall not indicate from whom the request for clarification was received. Before the end of the term for submission of bids, the Contracting Authority may, on its own initiative, clarify (revise) the Terms and Conditions by electronic means. In the event of revisions to published information, the Contracting Authority shall publish a corrigendum notice on its website and, where appropriate, extend the term for submission of bids to a reasonable period within which the Suppliers may take such revisions into account in the preparation of bids.

7.2. Any information, explanations of the Terms and Conditions, notices or other correspondence between the Contracting Authority and the Supplier shall be carried out only by electronic means.

7.3. The Contracting Authority has no plans to hold a meeting with the Suppliers.

VIII. TIME AND PROCEDURE FOR CONSIDERATION OF BIDS

8.1. A hearing on the bids will take place at the CAC meeting on 19 December 2019 at Šilo st. 5A, Vilnius, NATO ENSEC COE.

8.2. Suppliers shall not attend the CAC meetings intended to get acquainted with the bids received in paper envelopes.

IX. EXAMINATION, EVALUATION AND COMPARISON OF BIDS

9.1. The Contracting Authority will first assess the absence of grounds for exclusion and the documents confirming compliance with the qualification requirements.

9.2. The Contracting Authority shall evaluate the bids in accordance with the price and compliance with the established requirements.

9.3. In assessing the bids, the CAC shall:

9.3.1. determine whether the bid is properly submitted and complies with Section V, Requirements for Preparation and Submission of Bids;

9.3.2. verifies whether the bid complies with the requirements set out in the Terms and Conditions, whether the Goods specified in the Suppliers' bids meet the requirements of the technical specification, if necessary, applies for clarification of the bid, etc. If a Supplier has provided inaccurate, incomplete or false documents or data on compliance with the requirements of the procurement documents or such documents are missing, the Supplier shall, within a reasonable term, the CAC shall request the Supplier to rectify, supplement or clarify these documents or data in accordance with the principles of equality and transparency. Only documents or data regarding lack
of grounds for exclusion of the Supplier, compliance with qualification requirements, power of
attorney issued to a person by the Supplier to sign the application or bid may be rectified,
supplemented, clarified and re-submitted;

9.3.3. assess whether the prices offered by the Suppliers are not excessive and unacceptable;

9.3.4. may ask Suppliers to rectify, supplement or clarify their bids, but may not request,
suggest or authorise changes to the substance of the bid, such as changing the price or making other
changes that would make the bid that does not meet the requirements of the procurement documents
become compliant with the requirements of the procurement documents. If the Contracting Authority
finds errors in the bid price or cost calculation during the evaluation of the bids, it shall ask the
Suppliers to correct the arithmetical errors noted in the bid within the term specified by it, without
changing the price recorded during the examination of the bids. When correcting arithmetical errors
in the bid, the Supplier may correct the price or cost components, but shall not have the right to refuse
the price or cost components or to add new price or cost components. If the Supplier fails to correct
the arithmetical errors and/or to explain the bid within the term specified by the Contracting
Authority, its bid shall be rejected as not complying with the requirements specified in the
procurement documents;

9.3.5. in the case of abnormally low bids submitted, the CAC shall require the Supplier to
justify the price of the Goods/services, their components or costs, if they appear abnormally low. In
all cases, the price or cost of the Goods/services specified in the bid shall be considered as abnormally
low if it is 30% or more lower than the arithmetic average of all Suppliers whose bids are not rejected
for other reasons and whose bid price does not exceed the arithmetic average of the funds issued for
the procurement, bid prices or costs. In order to justify abnormally low prices, the CAC shall contact
the Supplier and request the submission of any bid details it considers necessary, including price
components and calculations.

The Contracting Authority shall reject a bid which is abnormally low if the Supplier fails to provide
adequate evidence of the justification of the minimum price offered;

9.3.6. the amendments required shall be made exclusively by electronic means. Failure of
the Supplier to respond by the date and time specified in the inquiry or late submission of the response
and supporting information shall be considered as the failure of the Supplier to reply;

9.4. Following an abnormally low bid evaluation procedure, the order of the bids shall be
established in ascending order (except where the bid is submitted by only one Supplier). In cases
where the price of several Suppliers' bids is the same, the Supplier whose bid was submitted at the
earliest shall be ranked above in this preliminary order.

9.5. The Supplier shall submit a single bid for two parts of procurement.

9.6. Suppliers may not participate in the procedures for getting acquainted with the bids,
analysing, evaluating and comparing them.

X. REASONS FOR THE REJECTION OF BIDS

10.1. The bid shall be rejected if:

10.1.1. the Supplier submitted the bid not in an envelope by sending it through the service
provider or another suitable carrier;

10.1.2. the Supplier's grounds for exclusion specified in Clause 3.1 are present and/or the
Supplier did not meet the qualification requirements specified in Clause 6.1 or upon request of the
Contracting Authority failed to submit or clarify inaccurate or incomplete qualification data and
information on absence of grounds for exclusion;

10.1.3. the bid does not meet the requirements set out in the procurement documents (the
submitted documentation does not meet the requirements set out in the procurement documents: the
"Bid" is not properly completed/is not submitted; the total price of the bid exceeds the planned price,
the offered Goods do not meet the requirements of the technical specification.

10.1.4. the Supplier has failed to provide adequate evidence of the justification of the
minimum bid offered;
10.1.5. the Supplier does not correct the arithmetical errors noted in the bid within the term specified by the Contracting Authority and/or does not clarify or explain the bid;
10.1.6. The Supplier has submitted inaccurate, incomplete documents, which are included in the procurement documents, and are submitted together with the bid: Supplier’s Power of Attorney issued to a person to sign the bid;
10.1.7. The Supplier has provided false information about the compliance with the established requirements, which the Contracting Authority can prove by any lawful means;
10.1.8. if the Supplier submits more than one bid.

XI. CONTRACT AWARD DECISION

11.1. The Contracting Authority shall immediately evaluate the bids submitted and determine the ranking of bids in order to decide on the winning bid in accordance with the evaluation criteria and procedure set out in the procurement documents (except in the case when only one Supplier submits a bid). Bids shall be ranked in ascending order of price.
11.2. Within five business days of the date of the award, the CAC shall inform the Suppliers about:
1) the decision to determine the winning bids which will be the subject of the procurement contract;
2) indicate the determined order of bids (if any);
The Contracting Authority shall also indicate the reasons for the decision not to award the contract, to renew the procurement (if such decision has been taken).
11.3. The Contracting Authority, the CAC, its members or experts and other persons shall not disclose information provided by the Supplier which has been declared confidential by the Supplier.
11.4 Pricing Rules:
11.6.1. Contract price is the price of the Supplier's bid;
11.6.2. The price of the Goods shall include all taxes, including VAT, all taxes and fees payable by the Supplier, including any customs duties and fees, transportation costs to the customer, packing, loading, transit, inspection, insurance and other costs relating to the supply of Goods which are necessary for the proper performance of the Contract. The VAT on import, if any, shall be borne by the Supplier as well as any costs incurred in the preparation and submission of the documents required by the customer. The Supplier shall not be entitled to claim any costs exceeding the price of the bid;
11.6.3. The price of the Goods specified in the Annex to the Contract titled "Bid" is fixed for the entire term of the Contract and shall not be changed except in the cases provided for in the Contract.

XII. DISPUTE RESOLUTION PROCEDURE

12.1. The Supplier shall have the right to challenge the actions and/or decisions of the Contracting Authority during the procurement procedure by submitting a claim. Claims must be made in accordance with the following requirements:
12.1.1. the claim must be submitted within 5 (five) days from the day of the CAC sending a written notice of the decision made to the Suppliers;
12.1.2. the claim is submitted electronically or by signature through a postal service provider or other suitable carrier.
12.2. The CAC shall examine the claim in accordance with the following requirements:
12.2.1. Upon receipt of the claim, the CAC shall immediately suspend the Bidding until the received claim is examined and a decision is made;
12.2.2. The CAC must investigate the claim, make a reasoned decision and notify the Supplier and other Suppliers in writing of any change in the previously announced Bidding terms within 5 (five) business days of receiving the claim (if the claim is received after business hours, the term for reply is calculated from the next business day).
XII. PROCUREMENT CONTRACT TERMS AND CONDITIONS

13.1. The Contracting Authority shall award the contract to the Supplier whose bid is declared to be successful in accordance with the draft contract provided in Annex 3 Draft Goods Sale and Purchase Contract (hereinafter Annex 3) to the Terms and Conditions.

13.2. The winning Supplier must sign the contract within the term set by the Contracting Authority.

13.3. When concluding the Procurement Contract, the price of the winning Supplier’s bid, the Goods specified in the Bidding and their specifications and other terms and conditions of procurement specified in the Bidding Documents may not be changed.

13.4. The Procurement Contract shall be concluded immediately, but not earlier than the expiry of the grace period (hereinafter referred to as the Grace Period). The Grace Period (5 (five) business days) may be waived when the sole Supplier is the one with whom the Procurement Contract is concluded;

13.5. In case of failure by the Supplier to sign the contract by electronic means or to sign it by the end of the term specified by the Contracting Authority or its refusal to conclude the contract under the conditions set out in the procurement documents, it shall be deemed that it has refused to conclude the contract. In such a case, the Contracting Authority shall electronically propose to award the contract to the Supplier whose bid is ranked first after the Supplier who has refused to conclude the contract.

13.6. The terms and conditions of the Procurement Contract proposed by the Contracting Authority for signature by the parties are specified in the Annex 3 to the Terms and Conditions.

13.7. The Contract shall remain in force until its full fulfilment or termination.

XIV. FINAL PROVISIONS

14. Termination of procurement procedures:

14.1. At any time prior to the conclusion of the Procurement Contract, the Contracting Authority shall have the right to terminate the procurement procedures initiated on its own initiative in the event of unforeseeable circumstances (lack of funds to pay for the Goods, etc.) and must do so.

14.2. The Contracting Authority shall not compensate the Suppliers for the losses incurred due to the termination of the procurement procedures.
BID
FOR THE PROCUREMENT OF GOODS
FOR THE „THE COMPUTER NETWORK MODERNIZATION 2019“

Part A. Technical information and details about

(Date)

(Place of signature)

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

By this bid 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 bid for the procurement of goods/services consisting of two parts. In Part A, we provide the technical information and data on our preparedness to perform the contract to be awarded.

The offered goods/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>Title of goods/services</th>
<th>Detailed description (model, brand, product code) of the goods/services 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>
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<tr>
<td>2.</td>
<td></td>
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</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 provide a warranty for goods and after-sales services [ ] months.

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>
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</tbody>
</table>

This bid is valid until [ ] 2020

(Full name and signature of the service provider or its authorised person)
BID

FOR THE PROCUREMENT OF GOODS
FOR THE „THE COMPUTER NETWORK MODERNIZATION 2019“

Part B. Prices

______________________________
(Date)

______________________________
(Place of signature)

Name of the goods/services provider

Part B of our bid specifies the prices of goods/services offered in Part A of the tender. Prices are stated in the table below:

<table>
<thead>
<tr>
<th>Item No</th>
<th>Title of goods/services</th>
<th>Price per unit/hour (without VAT), EUR</th>
<th>Quantity of units/ hours</th>
<th>Price, EUR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Server</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Data Storage</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Server installation, Management and Diagnostics course</td>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Total price (without VAT), EUR</th>
<th>Total VAT, EUR</th>
<th>Total price* (with VAT), EUR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

*Price shall include all taxes and expenses (transportation services cost) associated with the provision of services.

Total price of the bid, incl. VAT: ______________________________________________________ (in words)

______________________________  ________________  ____________________________
(Position)                     (Signature)                (Full name)
## Technical Specification for Servers Equipment

### 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>
<tbody>
<tr>
<td>1.</td>
<td>Server</td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

**Parameter** | **Requirements**
--- | ---
The manufacturer, model, modification | It must be indicated. Precise reference to the manufacturer's Web site, which contains all the information about the proposed equipment has to be provided.

Processor | At least 2 processors supporting 64-bit instruction expansion, hardware-level virtualization instructions, at least 14 physical cores per processor. x 86 architecture processor supporting applications, hardware level virtualization instructions, Hyper-Threading, Turbo boost technology. Supports 6 memory channels. Processor frequency at least 2.6 Ghz.

CPU performance | Not less than 1590 by SPECint_rate 2006 (Base) and 1260 by SPECfp_rate 2006 (Base) test results. Performance tests should be performed for a dual processor (28 core) system. Performance results must be measured with the proposed processor, offered on any manufacturer's hardware platform, and published at: [http://www.spec.org](http://www.spec.org).

Operational memory | At least: 448 GB DDR4 2666 MTs ECC RDIMM. Possibility to upgrade memory to at least 3TB with at least 24 memory slots. At least 10 slots must remain free. Fault resilient memory, Memory mirroring, Memory sparing, or equivalent support is required. The system must support NVDIMM or equivalent memory. The system must provide protection for the hypervisor in the event of a failure of the operational memory by isolating the memory space dedicated to the hypervisor.

Internal flash type memory | There should be ability to insert at least 1 internal USB 2.0 port or 1 internal MicroSD (SD / SDHC) port supporting not less 2 medias that back up and hardware interchange in the event of a failure using hardware RAID 1.

Disk controller | 0,1,6,10,50,60 RAID SAS 12 Gbps controller must have not less 8GB of cache memory, and flash memory, which ensures data retention when power is lost (voltage) indefinitely. The controller must maintain the logical drives RAID type migration to any other type of RAID disks without stopping the work, allow to expand the logical drive
<p>| | |</p>
<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>Disk drives</td>
<td>Capacity without stopping their work. The controller must maintain the SSD drives.</td>
</tr>
<tr>
<td>Internal drives:</td>
<td>18 drives at least 960GB SATA SSD type (DWPD minimum 1) and 2 drives at least 480GB SATA SSD Mix Use type (DWPD minimum 3 discs). The server must support at least 28 2.5 &quot;drives. Mandatory self-encrypting hard drive (SED) support is required.</td>
</tr>
<tr>
<td>Disk drives for the operating system</td>
<td>There must be at least 1 internal PCIe-type module supporting at least 2 units of M2 SATA-type medias, each media has to be at least 240GB size, the media has to support hardware RAID 1.</td>
</tr>
<tr>
<td>Network ports</td>
<td>At least 6 pcs. RJ45 10/100/1000 Base-TX ports. At least 2 pcs. 10G Base-T ports without occupying a PCIe slot.</td>
</tr>
<tr>
<td>Other ports</td>
<td>At least: 6 x USB, 2 x VGA (of which 3 x USB and 1 x VGA must be on the front panel).</td>
</tr>
<tr>
<td>Video controller</td>
<td>It must be integrated with at least 16 MB of RAM.</td>
</tr>
<tr>
<td>PCIe sockets</td>
<td>Not less than 4 PCI-E 3.0 sockets. Ability to have at least 8x PCI-E 3.0 sockets.</td>
</tr>
<tr>
<td>Design</td>
<td>The server should be designed for mounting in a standard 19 &quot; server rack. The rails must be adapted for quick installation and sliding. Must have a cable management sleeve. The height of the housing must not exceed 2U.</td>
</tr>
<tr>
<td>Management system</td>
<td>No worse than a dedicated OS-independent control controller with a dedicated 10/100/1000 baseT Ethernet RJ-45 control network interface and the ability to connect via USB from the front of the server. The Ethernet connection must be protected with at least 128-bit SSL. The controller must receive and record abnormal operating parameters of the processor, memory, disk controller, disks and other parts of the server system. Must support automatic system failure notification email. The controller must monitor and maintain firmware updates to the server components. Must have KVM over IP functionality (graphical OS-independent interface, virtual graphical console, virtual on-premises CD-ROM drive management). HTML 5 or equivalent user interface for both the user environment and the virtual console. System microcode (firmware) updates must be protected by a cryptographic signature. Must support remote full power shutdown of the server. Must support secure complete data destruction remotely on all media types by destroying stored data (HDD, SSD, NVMe, flash).</td>
</tr>
<tr>
<td>Server status indication</td>
<td>LCD fault indication and localization system on the outside of the enclosure (front server panel).</td>
</tr>
<tr>
<td>--------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Kits</td>
<td>All necessary connecting cables, connectors, fasteners, and tools for connection and installation of equipment to the 19&quot; rack and connection with networking devices shall be provided.</td>
</tr>
<tr>
<td>Cooling, power supply</td>
<td>Duplicate cooling modules, no less than the manufacturer provided to ensure backup, hot-swap (hot-plug) type. At least two independent &quot;hot-swap&quot; (&quot;Hot-plug&quot;) ~ 230 V, 50 Hz electrical power supplies with separate inputs and not less than 90% efficiency, minimum output of 1100 W each. Fully equipped server should be operated at any one power supply.</td>
</tr>
<tr>
<td>Compatibility</td>
<td>The proposed server model must be certified for Microsoft Windows Server (Standard / Enterprise / Datacenter Editions) 32/64-bit, Red Hat Enterprise, SUSE LINUX Enterprise Server, VMware vSphere. Certification information must be available on the manufacturer's official website.</td>
</tr>
<tr>
<td>Manufacturer warranty</td>
<td>Not less 7-year manufacturer's warranty on site service. If the problem cannot be resolved remotely, the manufacturer must ensure that a specialist arrives at the place of use specified by the contracting authority no later than the working day following the malfunction. Fault recording on the manufacturer's support line 24x7x365 must be ensured. The warranty must cover not only hardware but also operating systems installed on the server. Provide a documentary proof of this from the manufacturer and an accurate link to the manufacturer's page with a description of the warranty service. Warranty service must include free repairs and free replacement of defective components. Defective disk drives are not returned.</td>
</tr>
<tr>
<td>Parameter</td>
<td>Requirements</td>
</tr>
<tr>
<td>---------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Assembly requirements</td>
<td>The proposed equipment is new and previously unused. Renewed, refurbished, remarketed components are not allowed. All bundled parts of the server are bundled server manufacturer and marked with manufacturer's factory code.</td>
</tr>
<tr>
<td>Operating system</td>
<td>Microsoft Windows Server Datacenter 2019. The number of licenses follows the manufacturer's licensing principles and fully licenses all processor cores. Licenses must allow to use not later than the 2016 version. In addition, at least 50 user login licenses must be provided, at least Windows Server 2019/2016 User CALs.</td>
</tr>
<tr>
<td>Manufacturer authorization</td>
<td>The supplier is the authorized (authorized) partner of the proposed hardware and software manufacturer, who has the right to sell the offered equipment. Submit supporting documents.</td>
</tr>
<tr>
<td>Service center</td>
<td>The equipment supplier must have the right to perform warranty service on the equipment offered or have an agreement with an authorized manufacturer service center.  The supplier must have an online fault / problem registration and control system that meets the requirements of the ITIL standard and provides the ability to record faults online, track the execution of repairs and the progress of the solution. Submit supporting documents.</td>
</tr>
</tbody>
</table>

### 2. Data storage

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Model</td>
<td>Model, brand, product code.</td>
</tr>
<tr>
<td>Device</td>
<td>SAN type disk array, mounted in a standard 19-inch rack. All parts required for installation must be added.</td>
</tr>
<tr>
<td>Storage controllers</td>
<td>Disk array must have 2 (two) overlapping controllers working in &quot;active / active&quot; mode, ie, the same logical disk (called LUN) must be available to all controllers simultaneously. The performance of a logical drive must be independent of the controller through which it is accessed, i.e. the performance must be the same when accessing the logical drive through any controller.</td>
</tr>
<tr>
<td>Cache memory</td>
<td>The disk array must have at least 16 GB of cache memory for data and control operations</td>
</tr>
<tr>
<td>Supported disk types</td>
<td>The disk array must support SSD, SAS, SAS NL, and SED hot swap disks. The drive mount interface must be at least 12G SAS. The disk storage must ensure the operation and compatibility of the various disk combinations on a single shelf.</td>
</tr>
</tbody>
</table>
| Performance               | The maximum disk array throughput must be at least 200000 IOPS, and a letter from the manufacturer
<table>
<thead>
<tr>
<th>Disk array extensibility</th>
<th>It must be possible to expanded the disk array to at least 3.0 PB (RAW capacity). It must be possible to use both SFF and LFF disk shelves simultaneously.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Storage capacity</td>
<td>The disk array must have installed at least 7 NL-SAS or equivalent discs with a capacity of 4 TB or more. The proposed configuration of disk array must provide at least 5 free disk drive slots for the same type and capacity discs.</td>
</tr>
<tr>
<td>Supported RAID levels</td>
<td>The disk array must support RAID levels 0, 1, 5, 6 and 10 at the hardware level. In case of disk failure disk array should automatically be able to use the reserved backup disk (Spare disk) or the free space (Spare space) on other disk array used physical disks. If, in the event of a disk failure, reserved backup discs are used to restore the stored data, one backup disk shall be able to replace any disk in the same type of disk array - they must be supported by a global spare disk (Global spare) functionality. The disk array must be able to group physical disks (at least 100 units) and use free space on them for data protection and recovery. The data should be evenly distributed across all disks in the cluster. When new data or new disks are added, the disk array automatically checks the distribution of data between all the disks in the cluster and distributes it to maintain a balanced distribution of data across all disks.</td>
</tr>
<tr>
<td>Disk array ports</td>
<td>The disk array shall contain at least:</td>
</tr>
<tr>
<td></td>
<td>• 8 units universal ports for external devices (SFP type) that can operate over 1/10 Gbps Ethernet / iSCSI, 8/16 Gbps FC interfaces with their respective modules.</td>
</tr>
<tr>
<td></td>
<td>• 2 pcs. SAS ports for shelf expansion.</td>
</tr>
<tr>
<td></td>
<td>• 2 pcs. RJ-45 For managing data storage on 1 Gbps ports.</td>
</tr>
<tr>
<td>Connecting the disk array</td>
<td>The disk array must be have at least 8 10Gbps high-speed Base-T ports for connecting the array to the data network.</td>
</tr>
<tr>
<td>Compatibility with operating systems and hypervisors</td>
<td>Must be certified for Microsoft Windows Server, RedHat Enterprise Linux (RHEL), SUSE Linux Enterprise Server (SLES) and VMware.</td>
</tr>
<tr>
<td>Functions of data redistribution between</td>
<td>The disk array automatically allocates blocks of virtual disk space for the server between physical drives of different speeds depending on the load.</td>
</tr>
<tr>
<td>Feature</td>
<td>Description</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Different media (Tiering)</td>
<td>Automatic data distribution can be performed on at least three different types of disks.</td>
</tr>
<tr>
<td>Thin provisioning</td>
<td>Disk array allows you to create logical drives and logical storage larger than available disk space by sharing unused disk space between logical drives and logical storage. A license for this feature must be provided for all offered storage space.</td>
</tr>
<tr>
<td>Additional cache memory</td>
<td>Disk array allows SSD-type disks to be used as cache memory. Ability to assign at least 1.5 TB SSD cache memory.</td>
</tr>
<tr>
<td>Snapshot</td>
<td>Disk array must ensure full backup and snapshot of the selected virtual disk. A license must be provided to create at least 512 pcs. snapshots.</td>
</tr>
<tr>
<td>Data replication</td>
<td>Disk array must have an ability to make a full snapshot of the selected virtual disk to a remote analog data store at the controller level. FC and iSCSI protocols must be supported.</td>
</tr>
<tr>
<td>Data analytics</td>
<td>There must be a free facility to monitor repository status, throughput, parameters, errors, and incidents in the manufacturer's online resource, accessible through a web browser, to generate historical reports in a variety of selected sections. Information about these repository parameters must be stored for at least 2 years or provide a similar solution with hardware and software. All licenses must be included in the offer, preventing a limitation for purchasing organization to use any feature any time without purchasing any additional license.</td>
</tr>
</tbody>
</table>
| Disk array management                        | Must have:  
|                                              |   - Administrator interactive graphical interface (called . Graphical User Interface );  
|                                              |   - a command interface (called . Command Line Interface). |
| Power supplies                               | Disk array shall have at least 2 (two) power supplies operating at ~ 230 V, 50 Hz AC mains. It must be possible to replace them without interrupting the data warehouse. |
| Warranty                                     | Warranty service is at least 7 years. Warranty service is provided on site. Warranty service is provided and performed by the equipment manufacturer or its authorized service representative. Fault recording on manufacturer's support line 24x7x365 is assured. Response time no later than the next business day after the malfunction notification. Defective disk drives are not returned. |
| Assembly Requirements                        | The proposed equipment must be new and previously unused. Components that are updated in any way (Renew, Refurbished, Remarketed) are not allowed. |
All component parts of the disk array must be assembled by the manufacturer and marked with the manufacturer's factory code. All licenses must be included in the offer, purchasing organization has to be able to use any disk array feature any time without purchasing any additional license.

| Product Codes (Part Numbers) | The offer must be accompanied by the manufacturer's product codes, descriptions in English or Lithuanian, and the quantities of all parts provided in the proposed data warehouse. |

### B. Warranty conditions

Warranty not less 7 years

### C. Training requirements (if applicable)

<table>
<thead>
<tr>
<th>Performance date</th>
<th>Should be delivered till 2020 February 29</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance place</td>
<td>On-site or Virtual-Instructor</td>
</tr>
<tr>
<td>Other conditions</td>
<td>3-day Server Installation, Management and Diagnostics course. Associates level certification for servers.</td>
</tr>
</tbody>
</table>
GOODS SALE AND PURCHASE CONTRACT

NATO Energy Security Centre of Excellence, legal entity code 9000052783, Šilo str. 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............... , acting in accordance with the articles of association of the company, (hereinafter – the Supplier) hereinafter for the purpose of the present Goods 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 Servers equipment and data storage (hereinafter – the Goods), and the Buyer undertakes to pay for the Goods, that complies with the Technical Specifications defined in Annex 1 “Technical Specification” (hereinafter – Annex 1) to the Contract, and the Buyer shall undertake to accept the Goods 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 Goods is envisaged under this Contract and the price for Goods is specified in Annex 2 “Proposal” (hereinafter – Annex 2).
2.2. The price specified in paragraph 2.1 of the Contract shall be the only maximum remuneration for the properly delivered Goods (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 Goods 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 Goods provided after a full completion.

3. Advance payment – 30% of total price.

4. Location, term and conditions of the provision of the Goods:
4.1. Goods provision term: Server installation, management and diagnostics course must be conducted until **29/02/2020** and Servers equipment and data storage must be provided until **20/03/2020**.
4.2. Conditions of the Goods provision:
4.2.1. The Goods must be provided in accordance with the conditions indicated in the Annex 1.

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 supply of the Goods in accordance with the paragraph 13 of the General Part of the Contract;
7.1.2. to produce invoices for Goods provided in a PDF file and text file by sending the same to authorized person(s) specified in Clause 7.3 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 Goods according to the invoices submitted in the manner set forth in Item 2.4. of the Special Part of the Contract.
7.3. Authorized person of the Buyer: Tomas Plėta, tomas.pleta@enseccoe.org.
7.4. 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.
### 9. Data of the Buyer:
**NATO Energy Security Centre of Excellence**  
**Code:** 9000052783  
**Address:** Šilo str. 5A (K-22), LT-10322, Vilnius  
**Account No.:** LT 79 7044 0600 0786 6734  
**Bank code:** 70440  
**Bank:** AB SEB bank  
**Tel.:** +8 706 71004  
**E-mail:** info@enseccoe.org

### 10. Data of the Supplier

<table>
<thead>
<tr>
<th>Code:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Account No:</td>
<td></td>
</tr>
<tr>
<td>SWIFT Code:</td>
<td></td>
</tr>
<tr>
<td>Bank:</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 Goods
       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 Goods 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 Goods 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 Goods and the product related to the
       provision of the Goods 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 Goods
       or purchased in conjunction with the Goods or created while providing the Goods.
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 Goods, 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 Goods 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 Goods
3.1. The Goods 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 Goods at his own risk without any additional payment. The Goods 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 Goods
5.1. The Goods 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 Goods provided, identify any shortcomings in the service provision or a fact of delay or failure to provide the Goods, 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 Goods 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 Goods during the course of provision of the Goods, on a date and time agreed by the Parties in advance.

5.5. Upon noticing that the materials resulting from the provision of Goods 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 Goods on the date specified in the Special Provisions of the Contract;
7.2.2. The Supplier fails to provide the Goods 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 Goods, 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 Goods 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 Goods 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 Goods 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 Goods were delayed or not provided, or the Goods provided were of inadequate quality and there is no possibility to provide Goods 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 Goods 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 Goods which are still possible to be provided or the defects which are still possible to be eliminated, the Supplier undertakes to provide non-provided Goods or to eliminate the defects of the provided Goods 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 Goods 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 Goods not provided or the Goods, 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 Goods 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 Goods, 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.
NATO ENERGY SECURITY CENTRE OF EXCELLENCE
Šilo str. 5A, LT-10322 Vilnius, Lithuania
www.ensecco.org

Buyer
NATO Energy Security Centre of Excellence
Director
Col. Romualdas PETKEVIČIUS

Supplier
(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)

announced in ____________________________
(Name of the Contracting Authority)

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 country of provider 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)