**UAB "Kaunas BESS"**

Svajonių g. 14C-1, LT-10101 Vilnius, legal entity code 306556843, VAT code LT100017655314

**PROCUREMENT CONDITIONS**

**PROCUREMENT OF 50MW 2-HOUR BATTERY ENERGY STORAGE SYSTEM EQUIPMENT**

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# GENERAL PROVISIONS

* 1. UAB Kaunas BESS (**Buyer**) is implementing a progress measure Nr. 03-001-06-03-02 established in the 2022-09-07 Order of the Minister of Energy of the Republic of Lithuania No. 1-265 "Regarding the 2021-2030 development program manager The ministry of energy of the Republic of Lithuania progress measure No.03-001-06-03-02 „Increasing the share of renewable energy sources by ensuring the integration of renewable energy sources into electricity grids“ approval of description” and intends to purchase 50MW of 2-hour battery energy storage system equipment.
  2. The procurement shall be carried out in accordance with the Order of the Minister of the Environment of the Republic of Lithuania No D1-762 of 14 September 2010 "On the Approval of the Procedure for the Execution and Supervision of Procurement by Economic Entities that are not Contracting Entities under the Public Procurement Law of the Republic of Lithuania" (**Description**), the Civil Code of the Republic of Lithuania (**Civil Code**), other legal acts, and the following terms and conditions procurement (**Procurement Conditions**).
  3. The announcement about the procurement is published on the 2025-05-28 on the website of the Environmental Project Management Agency (**APVA**), accessible at www.apva.lt, in the dedicated section - 'announcements'.
  4. The procurement shall be carried out by a competition in accordance with the principles of equality, non-discrimination, mutual recognition, proportionality and transparency.
  5. If the procurement fails due to the non-receipt of proposals from suppliers meeting the Buyer’s requirements, the Buyer reserves the right to carry out the procurement again by repeated competition or a survey, as provided for in clause 33 of the Description.

The Buyer's authorized person to communicate directly with suppliers and to receive communications from them in connection with the procurement procedure: [besskaunas@aquila-capital.com](mailto:besskaunas@aquila-capital.com).

# OBJECT OF PROCUREMENT AND THE MAIN CONTRACT CONDITIONS

* 1. The Buyer shall procure 50 MW, 2-hour battery energy storage system equipment (“**Goods**” or “**BESS**”) with the permitted generation and consumption capacity, along with the related installation and commissioning works. The composition, detailed specifications, and description of the Goods and associated works are provided in the Technical Specification (Annexes 3–4).
  2. The Goods must be delivered no later than 12 months from the date of the contract signing.
  3. Place of delivery of the Goods – Bliūdžiai village, Panevėžys district.
  4. Delivery terms – DDP.
  5. In the performance of the Contract, the Supplier shall comply with the following:
     1. The “Aquila Group” Code of Conduct for Business Partners (available in English upon request by the Supplier);
     2. The “Aquila Group” ESG and Health, Safety and Security Requirements for Equipment Supply and Commissioning Contracts (available in English upon request by the Supplier);
     3. The legal requirements of the Republic of Lithuania, including the following:
* Government Resolution No. 818 of 13 August 2018 “On the Implementation of the Law on Cyber Security of the Republic of Lithuania”<https://e-seimas.lrs.lt/portal/legalAct/lt/TAD/94365031a53411e8aa33fe8f0fea665f/asr>
* Resolution No. IX-907 of the Seimas of the Republic of Lithuania of 28 May 2002 on the Approval of the National Security Strategy

<https://e-seimas.lrs.lt/portal/legalAct/lt/TAD/TAIS.167925/asr>

* The National Cyber Incident Management Plan<https://e-seimas.lrs.lt/portal/legalAct/lt/TAD/94365031a53411e8aa33fe8f0fea665f/asr>
* The Law on the Protection of Objects of Importance to National Security

<https://e-seimas.lrs.lt/portal/legalAct/lt/TAD/TAIS.189498/asr>

* Litgrid AB Description of the Use of Electricity Transmission Networks (applied, in case it is related to technical and legal requirements for BESS)
* <https://e-seimas.lrs.lt/portal/legalAct/lt/TAD/703884b01fb111f09cbcab0ff4d74843?jfwid=32wf6fbo>
  1. The object of procurement is not subdivided into lots, so the proposal must be submitted for the entire quantity of Goods specified.
  2. If the Technical Specification, when describing the procurement object, specifies a particular model or source, specific process or trademark, patent, types, specific origin or production, it shall be considered that equivalent objects are acceptable.

# REQUIREMENTS FOR SUPPLIERS

* 1. The Supplier participating in the Procurement must meet the following minimum qualification requirements:

|  |  |  |
| --- | --- | --- |
| **Eil. Nr.** | **Qualification requirements** | **Kvalifikacijos reikalavimus įrodantys dokumentai** |
| 3.1.1. | Within the last 5 (five) years (counting until the end of the proposal submission deadline), or since the date of the Supplier’s registration (if the Supplier has been operating for less than 5 (five) years), the Supplier must have completed at least one (1) supply contract for battery energy storage system (BESS) units, under which it delivered BESS units with an installed capacity of no less than 100 MWh within the territory of the European Union.  To meet this qualification requirement, the Supplier may not aggregate experience from multiple contracts. | The Supplier shall submit:   * A list of completed contracts (in free form) indicating: contract title, description of the subject matter, execution period (accurate to the month), contract value, client, and client contact information. * A delivery-acceptance certificate (or a document of equivalent content) or a certificate (reference) from the client (buyer) confirming that the goods under the respective contract were delivered properly.   The Buyer reserves the right to contact the client’s contact person indicated by the Supplier without prior notice to the Supplier in order to verify the information on the completed contract. |

* 1. Other requirements:

|  |  |  |
| --- | --- | --- |
| **Eil. No.** | **Other requirements** | **Documents proving eligibility** |
| 3.2.2. | The supplier shall have in place an environmental management system complying with the requirements of ISO 14001 or an equivalent standard for environmental management. | A digital copy of the supplier's ISO 14001 environmental management certificate or an equivalent environmental management assurance document. |

**\* *Note*:** If the Supplier is unable to provide the specified documents because such documents are not issued in the relevant country, or the documents issued do not cover all the required information – oath declaration or an official declaration by the Supplier shall be submitted instead.

* 1. The Supplier may rely on the capacities of other economic entities to meet these requirements only if those entities will themselves perform the part of the Procurement contract for which their capacities are needed.
  2. If a joint proposal is submitted by a group of economic entities, the requirement set out in Clause 3.2 of the Procurement Conditions must be met by at least one member of the group of economic entities
  3. The Supplier’s proposal shall be rejected if it has provided false information regarding compliance with the stated requirements, and the Buyer can prove this circumstance by any lawful means.
  4. If a group of economic entities participates in the procurement procedures, it shall submit a copy of a joint venture agreement. The joint venture agreement shall specify the obligations of each party in the performance of the intended procurement contract with the Buyer and the proportion of the value of those obligations included in the total value of the contract. The joint venture agreement must provide for the joint liability of all parties of the agreement for the failure to fulfill obligations to the Buyer. The joint venture agreement must also specify which person represents the group of economic entities (with whom the Buyer should communicate on issues arising during the evaluation of the proposal and provide information relating to the evaluation of the proposal, which supplier is authorised to submit the proposal, sign it and conclude the contract).
  5. The Supplier may rely only on such capacities of other economic entities (e.g. subcontractors) to demonstrate compliance with the qualification requirements that will actually be at the Supplier’s disposal during the execution of the Procurement contract. The Supplier has the obligation, in its proposal, to demonstrate to the Buyer that the resources of the economic entity whose capacities are relied upon will be available to the Supplier throughout the entire duration of the Procurement contract. When verifying whether the resources of other economic entities relied upon by the Supplier will indeed be available, the Buyer shall accept any means of proof provided by the Supplier.
  6. The supplier must indicate in its proposal which subcontractors it intends to use and for what part of the procurement (part in percentages). The subcontractors shall meet the relevant qualification requirements for the subcontracted works specified by the supplier, as set out in clause 3.1 of the Procurement Conditions, and shall provide documents to prove it.
  7. The Buyer does not require the supplier and the economic entities, whose capacities are relied on to prove their compliance with the qualification requirements, to assume joint liability for the performance of the procurement contract.

# DRAFTING, SUBMITTING, AMENDING PROPOSALS

* 1. By submitting a proposal, the supplier accepts the Procurement Conditions and confirms that the information provided in its proposal is correct and includes everything necessary for the proper performance of the procurement contract.
  2. The supplier must submit its proposal in accordance with the form set out in Annex 1 of the Procurement Conditions.
  3. The Supplier must submit documents issued by the BESS equipment manufacturer proving the accuracy of the technical parameters of the proposed BESS equipment in the original language, and documents presenting the required parameters must be provided in Lithuanian or English.
  4. In cases where the original language of the manufacturer’s documents (brochures, data sheets, etc.) proving the accuracy of the proposed BESS equipment’s parameters is English, translations into Lithuanian do not need to be submitted together with the proposal; however, such translations must be provided to the Buyer upon request. The documents submitted by the Supplier to demonstrate compliance with the Technical Specification must indicate the specific characteristics of the proposed goods. Digital copies of the documents must be submitted.
  5. If the manufacturer’s documentation provided by the Supplier does not contain all the required information confirming the technical characteristics of the Goods, the Supplier must submit written confirmations from the manufacturer or its authorized representative (e.g. manufacturer’s declaration of conformity/performance declaration) or other documents (information) proving compliance with the requirements, from which the Buyer can verify that the proposed Goods meet the specified requirements. Digital copies of the documents must be submitted.
  6. The proposal must be sent by email [besskaunas@aquila-capital.com](mailto:besskaunas@aquila-capital.com) no later **than 2025-06-11, 09.00 AM**. (Republic of Lithuania time), with the word “PROPOSAL” in the subject line of the email. Proposals received after this date will not be accepted and will not be evaluated.
  7. The proposal must be signed by the supplier or by his authorised person with a secure electronic signature.
  8. The supplier's proposal and other correspondence shall be submitted in Lithuanian, with the exception of the documents specified in the Technical Specification (where such documents are required).
  9. A proposal consists of these documents submitted by the supplier:
     1. A completed proposal form prepared in accordance with Annex 1 of these Procurement Conditions;
     2. Documents confirming compliance of the proposed Goods (in accordance with Clauses 4.3–4.5 of the Procurement Conditions);
     3. Documents substantiating compliance with the minimum qualification and other requirements specified in the Procurement Conditions;
     4. A joint activity agreement or a duly certified copy thereof, if the proposal is submitted by a group of economic entities;
     5. Evidence that the resources of the economic entity whose capacities are relied upon will be available to the Supplier throughout the execution period of the Procurement contract;
     6. The Supplier’s declaration, as provided in Annex 2;
     7. Any other information and/or documents required under the Procurement Conditions.
  10. The validity of a proposal submitted by a supplier does not have to be guaranteed.
  11. A supplier may submit only one proposal, either individually or as a member of a group of economic entities. If a supplier submits more than one proposal, or if a member of a group of economic entities participates in submitting several proposals, all such proposals will be rejected.
  12. When submitting a proposal, the supplier must offer the full quantity of the goods/equipment and the scope of the works and services specified.
  13. The price of the Goods shall be quoted in euro and shall be expressed and calculated as specified in Annex 1 to the Procurement Conditions. The calculation of the price shall take into account the full scope of the Goods, the components of the price, etc. as specified in the Technical Specification. The price of the Goods shall include all taxes payable in accordance with the applicable laws of the Republic of Lithuania and all costs incurred by the supplier. Any other costs not included in the price of the proposal will not be reimbursed to the supplier.
  14. The proposal must be valid for at least 90 (ninety) days.
  15. Until the validity period of the proposals has expired, the Buyer has the right to request that the suppliers extend their validity until a specifically specified time. The supplier may reject such a request.
  16. Before the proposal submission deadline, the Buyer has the right to extend it. The Buyer shall notify in writing all suppliers who have received the Procurement Conditions of the new deadline for the submission of proposals and shall announce it through the APVA procurement announcement portal www.apva.lt.
  17. The supplier has the right to modify or withdraw its proposal before the deadline for submission of proposals. Such an amendment or notice of withdrawal shall be deemed valid if it is received by the Buyer in writing before the deadline for the submission of proposals.

# EXPLANATION AND CLARIFICATION OF THE CONDITIONS OF PROCUREMENT

* 1. The Buyer shall respond to any request for clarification of the Procurement Conditions submitted by the supplier, provided that the request is received at least 3 (three) working days before the deadline for the submission of proposals. The Buyer shall respond to a timely request for clarification of the Procurement Conditions received from a supplier no later than 2 (two) working days from the date of receipt and no later than 1 (one) working day before the deadline for submission of proposals. The Buyer shall, when replying to a supplier, send the clarifications simultaneously to all other suppliers to whom the Technical Specification has been submitted at their request, but shall not indicate which supplier has made the request for clarification of the Procurement Conditions, or the Buyer shall, when replying to a supplier, publish the clarifications simultaneously via the APVA procurement announcement portal [www.apva.lt](http://www.apva.lt) .
  2. Before the deadline for submission of proposals, but no later than 2 (two) working days before the deadline for submission of proposals, the Buyer has the right to clarify or revise the Procurement Conditions on its own initiative via the APVA procurement announcement portal [www.apva.lt](http://www.apva.lt).
  3. If, following the publication of a call for proposals, there are substantial changes to the information required for the preparation of proposals, as well as where explanations (clarifications) of the documents are provided to suppliers (e.g. changes and/or adjustments to the qualification requirements), the Buyer shall publish a revised call for participation in the procurement.
  4. The Buyer will not hold meetings with suppliers to clarify the procurement documents.

# EXAMINATION AND EVALUATION OF PROPOSALS

* 1. The procedure for the opening of the proposals will take place on 2025-06-11, 10.00 AM Republic of Lithuania time, in the absence of the suppliers.
  2. The Buyer shall ensure that the prices and data on the economic efficiency scores submitted in the proposals will not be known before the deadline for the submission of proposals (or the start of the examination of proposals).
  3. The examination, evaluation and comparison of proposals shall be carried out by a person appointed by the Buyer, with the right to use experts if necessary, in the absence of the suppliers or their authorised representatives.
  4. When evaluating proposals, the following shall be determined:
     1. whether suppliers have provided accurate and complete details of their qualifications in their proposals and whether the supplier's qualifications meet the minimum qualification requirements;
     2. whether the suppliers have provided all the data, documents and information specified in the Procurement Conditions and whether the proposals meet the requirements set out in the Procurement Conditions;
     3. whether abnormally low prices were offered.
  5. The Buyer shall make a decision on the compliance of the minimum qualification data of each supplier submitting a proposal with the requirements set out in the Procurement Conditions. If a supplier has provided inaccurate or incomplete data concerning its qualifications or other aspects of its proposal, the Buyer shall request the supplier to supplement or clarify such data within a reasonable time limit.
  6. In the event of any questions concerning the content of the proposals and if the Buyer requests in writing that such data be explained or clarified, the suppliers shall be required to provide additional clarifications in writing within a reasonable time specified by the Buyer, without modifying the substance of the proposal.
  7. If errors or other inaccuracies in the calculation of the price quoted in the proposal are found in the proposal submitted, the Buyer shall request the supplier to explain or clarify the proposal. The proposals shall be explained, supplemented or clarified in accordance with the procedure laid down in the Rules on revision, supplementing or clarification of proposals, approved by the Director of the Public Procurement Service by Order No 1S-240 of 30 December 2022.
  8. Where the proposal submitted contains an abnormally low price, the Buyer has the right, and, when considering rejection of a proposal – an obligation to request the supplier in writing, within a reasonable time specified by the Buyer, to provide justification for the abnormally low proposal price, including a detailed justification of the component parts of the price.
  9. The prices quoted in the proposals will be evaluated in euro, evaluating the proposal price excluding VAT.
  10. Proposals not rejected by the Buyer shall be evaluated according to the criteria for evaluating the most economically efficient proposals.
  11. Criteria for evaluating proposals:

|  |  |
| --- | --- |
| **Evaluation criteria** | **Comparative weighting for assessing cost-effectiveness** |
| First criterion – **Price of proposal (C)** | P= 60 |
| Criterion 2 - **Time for delivery of Goods (T)** | Y= 30 |
| Criterion 3 - **BESS equipment has an integrated inverter (I)** | V = 10 |
| **Economic efficiency (S)** | S = 100 |

* 1. Procedure for evaluating proposals:
     1. the economic efficiency of the proposal (S) is calculated by adding the scores of the evaluation criteria for the Price of proposal (C), the Time for delivery of Goods (T) and BESS equipment has integrated inverter (I);
     2. The price of proposal (C) will be calculated by multiplying the ratio of the lowest proposed price excluding VAT (C𝒎𝒊𝒏 ) to the evaluated proposal price excluding VAT (C𝒑 ) by the comparative weight of the price criterion - P.

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AI-generated content may be incorrect.

In the formula below:

C is the price of proposal, excluding VAT, in points.

Cmin is the lowest price in euro excluding VAT of the proposals evaluated.

Cp is the price in euro excluding VAT of the evaluated proposal.

* + 1. The Time for delivery of Goods (T) score will be calculated by multiplying the ratio of the shortest proposed Time for delivery (Tmin) by the comparative weight of the Time for delivery criterion - Y.

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AI-generated content may be incorrect.

In the formula below:

T is the proposed time for delivery of Goods, in points.

Tmin is the shortest time for delivery of Goods proposed in the evaluated proposals, in weeks.

Tp is the proposed time for the delivery of Goods in the evaluated proposal, in weeks.

* + 1. The score for the criterion “BESS equipment has an integrated inverter (I)” shall be calculated by awarding 10 points if the Supplier’s proposed solution (Goods) includes an integrated inverter. If the proposed solution (Goods) does not include an integrated inverter, 0 points shall be awarded.

# REASONS FOR REJECTION OF PROPOSALS

* 1. The Buyer rejects the proposal if:
     1. the supplier has submitted more than one proposal (all the supplier's proposals are rejected);
     2. the supplier did not meet the minimum qualification requirements;
     3. the supplier has provided inaccurate or incomplete information in the proposal about its qualifications, the absence of grounds for exclusion or other requirements and has not corrected it at the request of the Buyer;
     4. the proposal (or, in the case of negotiations, the final proposal) did not comply with the requirements set out in the Procurement Conditions (the object of the procurement, provided in the supplier's proposal, does not comply with the requirements set out in the Technical Specification, including the maximum time limit for the delivery of Goods set out in the Procurement Conditions, etc.);
     5. the supplier has not corrected arithmetical errors and/or clarified the proposal within the time limit set by the Buyer;
     6. an abnormally low price has been offered and the supplier has failed to provide written justification for the components of the price at the request of the Buyer or to provide adequate justification for the abnormally low price;
     7. the supplier has provided false information, which the Buyer may prove by any lawful means;
     8. an excessive proposal price, unacceptable to the Buyer, has been offered by a supplier whose proposal has not been rejected for other reasons.
  2. The supplier shall be informed of the rejection of the proposal within 3 (three) working days of the date of this decision.

# NEGOTIATION

* 1. If the Buyer is not satisfied with the proposals submitted, the Buyer may decide to invite the suppliers, meeting the minimum requirements set out in the Procurement Conditions, to negotiate.
  2. If the Buyer decides to negotiate, negotiations shall be conducted with the three (3) suppliers who have submitted the most economically efficient proposals and whose proposals have not been rejected. Suppliers ranked lower in the order of the proposals shall not be invited to the negotiations. In the event that several proposals have received the same economic efficiency score, the provisions of clause 9.1 of the Procurement Conditions shall apply. During the negotiations, the suppliers shall be provided with the same information. The results of the negotiations shall be recorded in a protocol, which shall be drawn up separately for each supplier.
  3. Negotiations may be carried regarding the characteristics of the works, goods or services proposed, including price, quality and commercial terms. There are no negotiations on the minimum requirements for the qualification of the suppliers, the suppliers' proposals or the criteria for the evaluation of those proposals.
  4. Negotiations may be carried out by the Buyer's decision, either by a face-to-face meeting or by means of remote communication.
  5. During the negotiations, the Commission shall not disclose to third parties any information obtained from the supplier without its consent. Negotiations shall be conducted with each supplier individually and shall be recorded in a protocol. The protocol shall be signed by a representative of the Buyer and by an authorised representative of the negotiating supplier. If the supplier or his authorised representative does not attend the negotiations, the Buyer shall draw up a protocol indicating the absence of the supplier.
  6. The final proposals of the negotiation are the protocols of the negotiations signed by the parties and the original proposals, to the extent that they have not been modified during the negotiations. Final proposals shall be evaluated in accordance with the procedure set out in the Procurement Conditions.
  7. Once the negotiations have been concluded and the final proposals have been evaluated, the final ranking of the proposals is confirmed. If a supplier fails to appear for the negotiations, the initial proposal of the supplier who failed to appear shall be evaluated for the purpose of establishing the final ranking of the proposals.

# DECISION ON DETERMINING THE WINNER

* 1. After examining, evaluating and comparing the proposals submitted, the Buyer shall determine the ranking of the proposals. The proposals shall be ranked in descending order of economic efficiency. Where several proposals submitted have the same economic efficiency, the supplier whose proposal is received first shall be placed first in the ranking of proposals.
  2. In cases where only one supplier has submitted a proposal, no ranking shall be established, and its proposal shall be deemed successful unless it has been rejected in accordance with the provisions of the Procurement Conditions.
  3. The supplier submitting the proposal, which has the biggest economic efficiency, is declared the successful supplier and is invited to conclude the contract.
  4. If the supplier whose proposal has been declared successful refuses in writing to conclude the contract or refuses to conclude the contract on the terms and conditions laid down in the procurement documents, it shall be deemed that the supplier refused to conclude the contract. In that case, the Buyer shall offer to conclude the contract to the supplier whose proposal is the first in the order of the proposals after that of the supplier who has refused to conclude the contract.

# PROCEDURE FOR HANDLING CLAIMS

* 1. A supplier who considers that the Buyer has not complied with the requirements of legal acts or the Procurement Conditions and has thereby violated or will violate its legitimate interests has the right to file a claim via e-mail [besskaunas@aquila-capital.com](mailto:besskaunas@aquila-capital.com) within 5 (five) business days from the announcement of the procurement on [www.apva.lt](http://www.apva.lt) regarding the Procurement Conditions or to file a claim within 5 (five) business days from the date of sending the Buyer's decision to the supplier, regarding the Buyer's actions or decisions.
  2. The Buyer shall only examine claims from suppliers received within the time limits set out in clause 10.1 of the Procurement Conditions.
  3. The Buyer must examine the claim and make a reasoned decision no later than within 3 (three) working days from the date of receipt of the claim and notify the complaining supplier in writing of the decision taken no later than the following working day. In cases where, following the examination of the claim, the supplier's claims have been satisfied or partially satisfied, the Buyer must also notify the other interested suppliers of the decision taken, either directly or by means of a notice on [www.apva.lt](http://www.apva.lt).
  4. After examining the claim, the Buyer shall also inform the complaining supplier and other interested suppliers of any change in the time limits of the procurement procedure, if they are being changed.

# FINAL PROVISIONS

* 1. Suppliers will not be reimbursed for the costs of preparing their proposals and participating in the Procurement.
  2. The Buyer has the right to terminate the Procurement procedure at any time prior to the conclusion of the procurement contract, if unforeseeable circumstances arise. If the Buyer decides to terminate the Procurement procedures, the Buyer shall, within three (3) working days of the decision, notify all the suppliers who have submitted proposals of the decision, and if the Procurement procedures are terminated prior to the deadline for the submission of proposals, a notice of termination shall be published on the following website: [www.apva.lt.](http://www.apva.lt.)
  3. In the event of a conflict between the Lithuanian and English versions of the Procurement Conditions (including its Annexes), the Lithuanian version shall prevail.
  4. The Buyer shall inform in writing all the suppliers who have submitted proposals of the conclusion of the procurement contract, indicating the supplier to whom the contract has been awarded and the price offered, no later than three (3) working days after the conclusion of the contract.

# ANNEXES

* 1. Proposal form;
  2. Supplier/sub-supplier declaration;
  3. Technical specification;
  4. Network Code compliance testing program.

Annex No. 1

**PROPOSAL**

**PROCUREMENT OF 50MW 2-HOUR BATTERY ENERGY STORAGE SYSTEM EQUIPMENT**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(date and place)

|  |  |
| --- | --- |
| **Name of the supplier** */If a group of economic entities is involved, the names of all members must be entered/* |  |
| **Legal entity code** */ If a group of economic entities is involved, enter the codes of all members /* |  |
| **VAT identification number** */In the case of a group of economic entities, the identification numbers of all members/* |  |
| **Name of the person responsible for the proposal** |  |
| **Telephone number** |  |
| **Email address** |  |

* By this proposal, we confirm that we accept the Procurement Conditions as set out in the procurement documents.
* We confirm that the procurement contract will only be executed by persons authorised to do so.
* In accordance with the terms and conditions set out in the procurement documents, we submit our proposal.

Entities whose capacities are relied on to meet the qualification requirements:

|  |  |  |
| --- | --- | --- |
| **Name of the economic entity, legal entity code (name of natural person)** | **Qualification requirement No.** | **Contractual obligations to be transferred to the economic entity (description of the works to be transferred)** |
|  |  |  |

We propose to reliver the Goods at the following price:

|  |  |  |  |
| --- | --- | --- | --- |
| **Cost of the Goods (cost-effectiveness criterion – C)** | **Price, EUR without VAT** | **VAT** | **Price, EUR with VAT\*** |
| **50 MW 2-hour battery energy storage system (BESS) equipment** |  |  |  |

**\* If VAT is not applicable, enter 0 and state the reason why not.**

**\*\* Price in EUR excluding VAT is indicated to two decimal places.**

Other economic value criteria:

|  |  |
| --- | --- |
| **Criterion** | **Proposed value** |
| Delivery period of the Goods (T), in weeks | / to be filled in by the Supplier / |
| BESS equipment has an integrated inverter (I) | YES / NO |

The proposal is valid until the end of the period specified in the Procurement Conditions.

I, the undersigned, certify that all the information provided in the proposal is correct and that no information requested from the suppliers has been withheld.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | | | | | |
|  |  |  |  |  |  |
| (Signature) |  |  |  | (Name, surname, title) |  |

Annex No. 2

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of supplier/sub-supplier)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of the procuring entity)

**SUPPLIER/SUB-SUPPLIER DECLARATION**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Date, Place)

I certify that the supplier/sub-supplier I represent does not have Russian participation exceeding the limits of the Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of the actions of Russia in destabilising the situation in Ukraine, as amended, i.e.:

(a) the supplier/sub-supplier I represent (and none of the members of the supplier group) is not a Russian citizen or a natural person or legal entity, subject or body established in Russia;

(b) the supplier/sub-supplier represented by me (and none of the members of the group of suppliers) is a legal entity, subject or body which is owned, directly or indirectly, by more than 50 % by an entity referred to in point (a) of this paragraph;

(c) neither I nor the company I represent is a natural person or legal entity, subject or body acting on behalf of, or at the direction of, an entity referred to in (a) or (b);

(d) the entities listed in points (a) to (c) are not involved as subcontractors, suppliers or entities whose capacities are relied on by the supplier I represent where they account for more than 10% of the contract value.

I confirm that the supplier/sub-supplier I have used or will use in the future, the economic entities whose capacities I have relied on or (and) will rely on, the manufacturers of goods (and their components) are not subject to international sanctions implemented in the Republic of Lithuania, as defined by the Law on International Sanctions of the Republic of Lithuania.

In the event of a change in the declared circumstances, I undertake to inform the Buyer immediately.

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|  |  |  |  |  |  |
| (Signature) |  |  |  | (Name, surname, title) |  |