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APPROVED

Public Procurement Commission
of the Permanent Representation
of Lithuania to the EU

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Not applicable

PUBLIC PROCUREMENT FOR THE SUPPLY OF ELECTRICITY AND NATURAL GAS CONDUCTED VIA A PUBLISHED REQUEST FOR QUOTATIONS PROCEDURE

Version No. 1

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1. TERMS AND ABBREVIATIONS

1.1. **Description** – The description of the simplified public procurement procedure approved by the Order No. V-809/V-188 of the Minister of National Defence of the Republic of Lithuania and the Minister of Foreign Affairs of the Republic of Lithuania of 31 August 2017, applicable to the diplomatic missions of the Republic of Lithuania in foreign countries, the representations of the Republic of Lithuania to international organizations, consular institutions and special missions, as well as other contracting authorities that purchase goods, services or works abroad intended for their structural units abroad, Lithuanian diplomatic missions abroad, Lithuanian representations to international organizations, consular institutions and special missions, military representatives or special attachés, or intended for development cooperation and other projects implemented abroad.

1.2. **CC** – the Civil Code of the Republic of Lithuania.

1.3. **Participant** – a supplier who has submitted a tender.

1.4. **Commission** – the public procurement commission.

1.5. **Tender** – the set of documents submitted by the supplier to the contracting authority in accordance with the requirements of the procurement conditions.

1.6. **Contracting Authority** – the Permanent Representation of Lithuania to the European Union.

1.7. **Procurement** – the public procurement carried out by the contracting authority.

1.8. **VAT** – value added tax.

1.9. **Subcontractor** – a subcontractor, sub-supplier, sub-contractor, natural or legal person who will actually perform the contract or a part thereof to be concluded and whose qualification is not relied upon by the supplier under Article 49 of the Law on Public Procurement in order to meet the qualification requirements. Natural and legal persons who only perform contractual obligations to the supplier but will not actually perform the contract or part thereof to be concluded are not considered subcontractors.

1.10. **Contract** – a public procurement contract.

1.11. **Supplier** – an economic operator, i.e. a natural person, a private or public legal person, another organization and its structural unit, or a group of such persons, including temporary associations of economic operators, offering to carry out works, supply goods, or provide services on the market.

1.12. **Economic Operator Whose Capacities Are Relied Upon** – a natural or legal person whose capacities the supplier relies upon under Article 49 of the Law on Public Procurement of the Republic of Lithuania in order to meet the qualification requirements. Natural and legal persons who only perform contractual obligations to the supplier but whose capacities the supplier does not rely upon under Article 49 of the LPP to meet the qualification requirements set by the contracting authority are not considered economic operators whose capacities are relied upon.

1.13. **Quasi-subcontractor** – a specialist whose qualification the supplier relies upon, who, at the time of submission of the tender, is not yet an employee of the supplier or of the economic operator whose capacities the supplier relies upon, but who is intended to be employed if the tender is recognized as successful.

1.14. **LPP** – the Law on Public Procurement of the Republic of Lithuania.

1.15. Other terms used in the procurement documents shall have the meaning given to them in the Description and LPP.

2. GENERAL PROVISIONS

2.1. The Contracting Authorities – the Permanent Representation of Lithuania to the European Union (hereinafter – Representation) legal entity code 188613242, address: Rue Belliard 41-43, 1040 Brussels, the Kingdom of Belgium. The Contracting Authority are VAT payer.

2.2. The Contracting Authority invites Suppliers to participate in a simplified public procurement procedure conducted by means of a published request for quotations for the supply of electricity and natural gas (hereinafter – the Goods) for the Representation.

2.3. The Goods shall be supplied to the supply points of the Representation located in Rue Belliard 41-43, 1040 Brussels, Kingdom of Belgium, as specified in the relevant Technical Specification.

2.4. The Procurement is not conducted through the Central Purchasing Organization (CPO), as Services available under the CPO Preliminary contracts are limited to the territory of the Republic of Lithuania and therefore do not meet the Contracting Authority's requirements for the provision of Goods in Brussels, Kingdom of Belgium.

2.5. The Procurement is carried out by means of a published request for quotations, in accordance with the Description, the LPP, the CC, and other legal acts regulating public procurement and the performance of the Contract, as well as these Procurement Documents, and in compliance with the principles of equal treatment, non-discrimination, transparency, mutual recognition and proportionality, and with the requirements of confidentiality and impartiality. For matters not regulated in the Procurement Documents, the provisions of the Description and the LPP shall apply directly.

2.6. The procurement documents consist of:

2.6.1. the notice;

2.6.2. the procurement conditions, consisting of:

2.6.2.1. the procurement conditions;

2.6.2.2. annexes to the procurement conditions (if applicable);

2.6.3. explanations (clarifications) of the procurement documents, as well as answers to suppliers' questions (if any);

2.6.4. any other information provided in writing by the Contracting Authority.

2.7. In the event of conflicts or discrepancies between the notice and the procurement conditions, the information specified in the notice shall be deemed correct.

2.8. If the Contracting Authority revises the procurement documents, the latest changes shall prevail over the previous ones. Suppliers must be guided by the latest version of the procurement documents and the latest explanations and clarifications published on the official website <http://www.eu.mfa.lt> of the Contracting Authority.

2.9. The Contracting authority will terminate the initiated procurement procedures if it becomes clear that the principles set out in Article 7 of the Description and Article 17(1) of the LPP have been violated and the relevant situation cannot be rectified.

2.10. The Contracting Authority has the right, on its own initiative, to terminate the procurement procedures if unforeseen circumstances arise or if essential errors were made in the procurement documents which render the procurement no longer appropriate or, if implemented, would result in the acquisition of an object that does not meet the needs of the Contracting Authority.

2.11. The Contracting Authority does not reimburse the supplier for any costs related to obtaining the procurement conditions, preparing tenders, etc., including costs incurred because the Contracting Authority, in accordance with the provisions of the Description or LPP, terminated the procurement procedures.

2.12. The Contracting Authority shall consider that all participants are familiar with the procurement conditions, as well as with the legal acts of the Republic of Lithuania regulating public procurement, contract conclusion and performance, and with other legal acts whose provisions may regulate any relations between the Contracting Authority and suppliers arising from or related to the procurement procedures.

2.13. Submission of alternative tenders is not permitted.

3. SUBJECT OF PROCUREMENT

3.1. The Contracting Authority intends to procure the supply of electricity and natural gas for the needs of the Representation. The requirements for the Goods, including the supply points and estimated quantities, are set out in Annex No. 1 – “Technical Specification” to these Procurement Documents.

3.2. The subject of the Procurement is divided into 2 (two) lots:

3.2.1. Lot 1 – Supply of electricity.

3.2.2. Lot 2 – Supply of natural gas.

3.3. The same Supplier may submit a Tender for one or both Lots.

3.4. For each Lot for which a Tender is submitted, the Supplier must offer the supply of the full scope of that Lot in accordance with the relevant Technical Specification.

3.5. The Contracting Authority does not limit the maximum number of Lots that may be awarded to the same Supplier.

3.6. Separate Contracts may be concluded for each Lot. Where the same Supplier is awarded both Lots, the Contracting Authority may conclude a single Contract covering both Lots, provided that the conditions applicable to each Lot are clearly identified.

3.7. Where, in describing the subject of Procurement in the Technical Specification, a specific model or source of supply, a specific process characteristic of a particular Supplier’s goods or services, or a trademark, patent, type, specific origin, or production is indicated, it shall be deemed that each such reference is made with the words “or equivalent”.

3.8. Where, in describing the subject of Procurement in the Technical Specification, a standard, technical approval, or common technical specifications (a Lithuanian standard transposing a European standard, a European Technical Assessment document, common technical specifications for information and communication technologies, an international standard, other technical normative systems established by European standardization organizations, national standards, national technical approvals, or national technical specifications relating to the design, cost estimation, and execution of works and the use of goods) is indicated, it shall be deemed that each such reference is made with the words “or equivalent”.

3.9. The amount of funds allocated for the Procurement shall not be indicated in the Procurement Documents.

4. MEANS OF COMMUNICATION AND INFORMATION EXCHANGE BETWEEN THE CONTRACTING AUTHORITY AND SUPPLIERS

4.1. The contact details of the Contracting Authority’s civil servants or employees, or of the procurement organizers or members of the Commission authorized to maintain direct communication with

suppliers and to receive from them (not through intermediaries) notifications related to the procurement procedures, are provided in the notice.

4.2. Procurement documents, their explanations and additions are published on the official website of the Contracting Authority at the following address: <https://eu.mfa.lt/>. The Contracting Authority does not provide suppliers with procurement documents in paper format. Suppliers must carefully follow the explanations and additions published on the website of the contracting authority, as well as monitor notifications received by suppliers' email addresses.

4.3. The Contracting Authority shall not organize a meeting with suppliers for clarification of the procurement conditions.

4.4. The Contracting Authority shall not organize a site visit.

5. CLARIFICATIONS AND AMENDMENTS TO THE PROCUREMENT DOCUMENTS

5.1. Suppliers may request clarification and/or amendment of the Procurement Documents by submitting a request to the Contracting Authority using the means of communication specified in Section 4 of the Procurement Conditions. Requests for clarification of the Procurement Documents may be submitted no later than 2 (two) working days before the deadline for submission of Tenders. The Contracting Authority may reply to written requests received after this deadline, provided that there is sufficient time to prepare and publish a reply. When replying to a Supplier, the Contracting Authority shall publish the clarification on its official website, without identifying the Supplier who submitted the request.

5.2. Before the deadline for submission of Tenders, the Commission shall have the right, on its own initiative, to clarify and/or amend the Procurement Documents and, if necessary, to extend the deadline for submission of Tenders in order to allow Suppliers sufficient time to take the clarifications and/or amendments into account when preparing their Tenders.

5.3. The clarifications and/or amendments referred to in Clauses 5.1 and 5.2 shall be published no later than 1 (one) working day before the deadline for submission of Tenders. If it is not possible to provide and publish clarifications and/or amendments to the Procurement Documents within the prescribed time limits and/or if, following such clarifications and/or amendments, Suppliers are not given sufficient time to adjust their Tenders, the deadline for submission of Tenders shall be extended.

5.4. Any information, clarifications and/or amendments to the Procurement Documents, notifications and other correspondence between the Contracting Authority and Suppliers shall be provided using the means of communication specified in Section 4 of the Procurement Conditions. Clarifications and/or amendments relevant to all Suppliers shall be published on the official website of the Contracting Authority.

5.5. Suppliers shall be proactive and submit questions or requests for clarification of the Procurement Documents as soon as possible after reviewing them, taking into account the applicable deadline for submitting such questions or requests.

6. GROUNDS FOR EXCLUSION OF SUPPLIERS, QUALIFICATION REQUIREMENTS, AND REQUIRED QUALITY AND ENVIRONMENTAL MANAGEMENT SYSTEM STANDARDS

6.1. In this Procurement, the Contracting Authority shall not apply any grounds for exclusion of Suppliers, qualification requirements, or requirements for quality management system standards.

6.2. No requirements for environmental management system standards are established in this Procurement. Any environmental requirements applicable to the Goods, if any, are specified in the relevant Technical Specification.

6.3. As the Contracting Authority does not establish qualification requirements regarding the right to engage in the relevant activity, the supplier undertakes that the procurement contract will be performed only by persons having the right to engage in such activity, where such right is required under applicable legal acts.

7. USE OF SUBCONTRACTORS

7.1. If the Supplier intends to engage subcontractors for the performance of the Contract, it shall indicate in its Tender the part of the Contract that it intends to subcontract and the subcontractors, if known at the time of submission of the Tender.

7.2. Different suppliers may engage the same subcontractors; however, this may not result in prohibited agreements.

7.3. After the contract is concluded, but no later than before the start of contract performance, the supplier awarded the contract shall undertake to notify the Contracting Authority of the names, contact details, and representatives of the subcontractors known at that time. The Contracting Authority shall also require the supplier to inform it of any changes to this information during the entire contract performance, as well as of any new subcontractors that it intends to engage later.

8. PARTICIPATION OF GROUPS OF SUPPLIERS

8.1. A Tender may be submitted by a group of Suppliers. A group of Suppliers submitting a Tender shall also submit a copy of a joint activity (consortium) agreement together with the Tender. The joint activity (consortium) agreement shall specify:

8.1.1. the composition of the group of Suppliers and the obligations of each member of the group in performing the Contract to be concluded with the Contracting Authority;

8.1.2. the joint and several liability of each member of the group, individually and collectively, for the non-performance or improper performance of obligations towards the Contracting Authority, regardless of the allocation of obligations between the members under the joint activity (consortium) agreement;

8.1.3. which member of the group is authorized to act on behalf of the group of Suppliers, including to submit the Tender and, in the event of award of the Contract, to sign the Contract with the Contracting Authority, submit invoices for payment (payments shall be made to one member of the group only), sign documents related to the performance of the Contract, and perform other actions related to the Contract on behalf of the group.

8.2. The Contracting Authority does not require a group of Suppliers whose Tender has been awarded and to whom the Contract has been offered to assume any particular legal form.

8.3. A Supplier submitting a Tender independently or as a member of a group of Suppliers is not prohibited from acting as a subcontractor or as an Economic Operator Whose Capacities Are Relied Upon by another Supplier in the same Procurement procedure.

9. REQUIREMENTS FOR PREPARATION AND SUBMISSION OF TENDERS

9.1. The Tender must be submitted by the deadline specified in the notice, or, if the deadline specified in the notice has been extended, by the extended deadline. The Tender must be prepared and submitted in accordance with the requirements of the Procurement Conditions by completing **Annex No. 2 “Tender Form”** to the Procurement Conditions. The Tender, the documents submitted together with it, and all its constituent parts must be submitted using the means specified in Section 4 of the Procurement Conditions.

9.2. The Contracting Authority shall not be liable for Tenders that were not received or were received late due to communication and telecommunication failures or other unforeseen circumstances. Suppliers are therefore advised to prepare their Tenders allowing sufficient time for timely and proper submission. Tenders received after the deadline for submission of Tenders shall be deemed not received and shall not be evaluated.

9.3. The Supplier must clearly indicate in the Tender which information is considered confidential, in accordance with Article 20 of the LPP. If no such information is indicated in the Tender, it shall be deemed that none of the information contained in the Tender is confidential. Characteristics of the Tender that must be taken into account when evaluating Tenders may not be considered confidential information. In addition, information specified in paragraph 2 of Article 20 of the LPP shall not be considered confidential.

9.4. The Tender price shall be calculated and indicated in accordance with the pricing and price comparison methodology set out in the Tender Form. When calculating the Tender price, the Supplier shall take into account the entire scope and requirements of the relevant Lot, as specified in the Procurement Documents, and all price components required to be included under the Tender Form. The Tender price shall be indicated excluding VAT.

9.5. The Tender shall remain valid for the period specified by the Supplier in the Tender, but not less than 90 (ninety) days. If the validity period is not indicated in the Tender, it shall be deemed that the Tender is valid for the period specified in the Procurement Documents.

9.6. The Contracting Authority shall have the right to request Suppliers to extend the validity of their Tenders until a specifically indicated date.

9.7. Before the deadline for submission of Tenders, the Supplier shall have the right to amend or withdraw its Tender using the means specified in Section 4. To resubmit a withdrawn or amended Tender, the Supplier must submit it anew. After the expiry of the deadline for submission of Tenders, the Supplier may neither withdraw nor amend its submitted Tender.

9.8. The Tender price must be indicated in euros. If prices are indicated in a foreign currency, they shall be converted into euros according to the indicative exchange rate of the euro against foreign currencies published by the European Central Bank on the date of submission of Tenders, and where such indicative exchange rate is not published by the European Central Bank, according to the indicative exchange rate of the euro against foreign currencies determined and published by the Bank of Lithuania.

9.9. Unless otherwise specified in the notice, the Tender must be prepared in English. If documents submitted with the Tender cannot be provided in English, they must be submitted in their original language. If required by the Contracting Authority, a translation into English shall be provided, certified by the signature of the person who performed the translation.

9.10. The Contracting Authority does not require a Tender security.

10. ENCRYPTION AND OPENING OF TENDERS

10.1. The tenders shall be opened by the Commission without the participation of the suppliers or their authorized representatives. The date and place of the meeting at which the tenders will be opened are specified in the notice.

10.2. A supplier's tender may be encrypted. A supplier who decides to submit an encrypted tender must:

10.2.1. submit the encrypted tender before the deadline for submission of tenders (the entire tender or the tender document containing the tender price and/or costs shall be encrypted);

10.2.2. within 30 minutes after the deadline for submission of Tenders, submit, using the means of communication specified in Section 4 of the Procurement Conditions, the password that will allow the Contracting Authority to decrypt the submitted Tender. The Supplier should be proactive and ensure that the submitted password reaches the Contracting Authority in time (for example, by contacting the Contracting Authority via its official telephone number and/or other available means).

11. EVALUATION OF TENDERS AND NEGOTIATIONS

11.1. Tenders shall be evaluated separately for each Lot according to the criterion of the lowest price. The Tender offering the lowest evaluated price for the relevant Lot shall be ranked first, provided that it complies with the requirements of the Procurement Documents.

11.2. When examining a Supplier's Tender, the Commission shall:

11.2.1. verify whether the Tender complies with the requirements set out in the Procurement Documents for the relevant Lot;

11.2.2. if the Participant has submitted inaccurate, incomplete or incorrect documents or data regarding compliance with the Procurement requirements, or if such documents or data are missing, may, without infringing the principles of equal treatment and transparency, request the Participant to clarify, supplement or explain such documents or data within a reasonable period specified by the Commission;

11.2.3. where the price or costs indicated in the submitted Tender appear abnormally low, shall have the right to request, and, if intending to reject the Tender, shall be obliged to request, the Supplier to justify the proposed price or costs. The price or costs indicated in the Tender shall in all cases be considered abnormally low if they are lower by 30% or more than the arithmetic mean of the prices or costs proposed for the relevant Lot by all Suppliers whose Tenders have not been rejected for other reasons and whose proposed price or costs do not exceed the funds allocated for the relevant Lot, as determined and recorded in the documents prepared by the Contracting Authority before the start of the Procurement procedure;

11.2.4. verify whether the price offered for the relevant Lot is not excessively high and unacceptable to the Contracting Authority;

11.2.5. verify whether there are no errors in the calculation of the price and/or costs in the Tenders. If the Commission identifies arithmetic, technical or clerical errors in a submitted Tender, it shall request the Supplier to correct the identified errors within the specified time limit, without changing the price offered for the relevant Lot or materially modifying the Tender. When correcting errors in the Tender, the Supplier shall not be entitled to change the price offered for the relevant Lot or to introduce new pricing elements.

11.3. The Contracting Authority may refrain from evaluating the entire Tender for the relevant Lot if, after examining part of it, it determines that the Tender for that Lot must be rejected in accordance with the Procurement Conditions.

11.4. Without substantially modifying the Procurement Conditions, the Contracting Authority may conduct negotiations **in respect of one or both Lots** if all Tenders submitted for the relevant Lot are unsuitable, do not fully comply with the requirements set out in the Procurement Documents, or if all prices proposed for the relevant Lot are too high. In such a case, all Suppliers who submitted Tenders for the relevant Lot and who meet the requirements set out in Section 6 of the Procurement Conditions (if such requirements were established) shall be invited to participate in the negotiations.

11.5. Negotiations shall be conducted under the following conditions and procedure:

11.5.1. identical requirements shall apply to all Suppliers participating in the negotiations for the same Lot, equal opportunities shall be granted, and identical information shall be provided to them;

11.5.2. no information received from one Supplier during negotiations, as well as information about agreements reached during negotiations, shall be disclosed to third parties or to other Suppliers participating in the negotiations;

11.5.3. the Contracting Authority shall send a separate notice to each Supplier invited to negotiations, inviting it to submit its final Tender for the relevant Lot in writing. If a Supplier fails to submit a final Tender within the specified time limit, its initial Tender for the relevant Lot shall be evaluated as its final Tender.

12. GROUNDS FOR REJECTION OF TENDERS

12.1. A Supplier's Tender for the relevant Lot shall be rejected, or the Supplier shall be excluded from the Procurement procedure for the relevant Lot, as applicable, if at least one of the following conditions applies:

12.1.1. The Supplier fails to clarify, supplement or explain the information within the deadline set by the Contracting Authority.

12.1.2. The Supplier submitted the Tender by means other than those specified in the Procurement Documents.

12.1.3. The Tender does not meet the requirements of the Procurement Documents for the relevant Lot and its deficiencies cannot be remedied.

12.1.4. The Supplier clarifies, supplements or explains the Tender within the deadline set by the Contracting Authority in a manner that results in a material change to the Tender.

12.1.5. The prices offered by all Suppliers whose Tenders for the relevant Lot have not been rejected for other reasons are excessively high and unacceptable to the Contracting Authority.

12.1.6. The Tender contains an abnormally low price and/or costs, and the Supplier fails to provide adequate evidence justifying the proposed low price and/or costs.

12.1.7. A Tender containing an abnormally low price and/or costs does not comply with the environmental, social and labour law obligations specified in Article 17(2)(2) of the LPP.

12.1.8. The abnormally low price and/or costs were proposed because the Supplier received state aid, but the Supplier cannot prove within a sufficient period set by the Contracting Authority that the state aid was granted lawfully. If the Tender is rejected on this ground, the Contracting Authority shall inform the European Commission. State aid is considered any measure that meets the criteria set out in Article 107(1) of the Treaty on the Functioning of the European Union.

12.1.9. The Supplier fails to provide the decryption password for the Tender within the time limit specified in Clause 10.2.2.

12.2. The Supplier shall be informed in writing of the rejection of its Tender and the reasons for such rejection.

13. RANKING OF TENDERS AND DETERMINATION OF THE WINNER

13.1. After examining, evaluating and comparing the submitted Tenders, the Contracting Authority shall establish a separate ranking of Tenders for each Lot (except where only one Supplier submitted a Tender for the relevant Lot or only one Supplier remains after the evaluation). The ranking shall include all Tenders for the relevant Lot that have not been rejected. The Contracting Authority shall determine the winning Tender for each Lot and make a decision regarding the conclusion of the Contract.

13.2. The ranking of Tenders for each Lot shall be determined in ascending order of the evaluated price, with the Tender offering the lowest evaluated price ranked first. If two or more Tenders for the relevant Lot have the same evaluated price, the Tender submitted first shall be ranked higher.

13.3. Only 1 (one) Tender, ranked first in the ranking of Tenders for the relevant Lot, may be recognized as the winning Tender for that Lot. The same Supplier may be declared the winner for one or both Lots.

13.4. If only one Supplier submitted a Tender for the relevant Lot, or only one Supplier remains after the evaluation, a ranking for that Lot shall not be established, and that Tender shall be considered the winning Tender, provided that it complies with the requirements of the Procurement Documents.

14. NOTIFICATION OF PROCUREMENT PROCEDURE RESULTS

14.1. The Contracting Authority shall, no later than 5 (five) working days from the establishment of the ranking of Tenders and determination of the winning Tender for the relevant Lot, inform the Suppliers about the results of the Procurement procedure. The Contracting Authority shall notify the Participants in writing of the decision determining the winning Tender for the relevant Lot, on the basis of which the Contract will be concluded, indicating the established ranking of Tenders, the winning Tender and the exact standstill period.

15. CONCLUSION OF THE CONTRACT

15.1. The essential conditions of the Contract are set out in Section 16 of these Procurement Conditions. No draft Contract is provided as part of the Procurement Documents. The Contract may be concluded using the standard contract form and/or general terms and conditions of the winning Supplier, provided that they comply with the Procurement Documents and the winning Tender.

15.2. The Contract shall be concluded with the Supplier whose Tender has been recognized as the winning Tender for the relevant Lot. Where the same Supplier is recognized as the winner for both Lots, the Contracting Authority reserves the right to conclude either a single Contract covering both Lots or separate Contracts for each Lot.

15.3. The Supplier whose Tender has been determined to be the winning Tender shall be invited in writing, via the email address specified by the Supplier, to conclude the Contract and shall be informed of the deadline by which the Contract must be concluded.

15.4. A Supplier shall be deemed to have refused to conclude the Contract if at least one of the following circumstances applies:

15.4.1. the Supplier refuses in writing to conclude the Contract;

15.4.2. the Supplier fails to sign the Contract by the deadline set by the Contracting Authority;

15.4.3. the Supplier refuses to conclude the Contract under the conditions set out in the Description, the Procurement Documents and its winning Tender.

15.5. If the winning Supplier refuses to conclude the Contract in accordance with Clause 15.4, the Contracting Authority shall offer to conclude the Contract with the Supplier whose Tender is ranked next in the ranking of Tenders for the relevant Lot.

15.6. When concluding the Contract, the price and other conditions of the winning Tender, as well as the conditions of the Procurement Documents, may not be changed.

16. ESSENTIAL CONDITIONS OF THE CONTRACT

16.1. **Subject matter.** The Supplier shall supply electricity and/or natural gas, depending on the Lot awarded, to the supply points specified in the relevant Technical Specification.

16.2. **Estimated quantities.** The quantities specified in the Technical Specification and in the Tender Form are estimated quantities for the 24-month supply period and are used for the evaluation and comparison of Tenders. They are indicative only and do not constitute a commitment by the Contracting Authority to purchase any exact quantity. The Contracting Authority shall pay for the quantities actually supplied and consumed in accordance with the pricing formula specified in the winning Tender.

16.3. **Price and pricing.** The total price calculated in the Tender Form on the basis of the estimated quantities is intended solely for the evaluation and comparison of Tenders and shall not constitute the Contract price. The price payable under the Contract shall be calculated on the basis of actual consumption and the pricing formula, including the Margin or Balancing Cost, Meter Factor or Coefficient, applicable Market Index and, where applicable, the fixed fee, as specified in the winning Tender. The price components identified in the winning Tender as fixed shall remain fixed for the duration of the Contract, except where their adjustment is expressly provided for in the Procurement Documents or required by

applicable rules. Variable price components shall vary in accordance with the pricing formula specified in the winning Tender. Regulated network charges, taxes, levies and other regulated charges, where applicable, shall be applied in accordance with the rates and rules (as determined by the state or a third party) applicable during the relevant supply period.

16.4. **Supply period.** The supply period shall be **24 months**. The exact commencement date may take account of the procedures necessary for switching the supplier and registering the supply.

16.5. **Supplier's contractual terms.** The Supplier's standard contract form and/or general terms and conditions may apply to the performance of the Contract insofar as they do not conflict with the Procurement Documents or the winning Tender.

16.6. **Order of precedence.** In the event of any conflict or inconsistency, the Procurement Documents and the winning Tender shall prevail over the Supplier's standard contract form and/or general terms and conditions.

17. DISPUTE RESOLUTION

17.1. A Supplier who believes that the Contracting Authority has failed to comply with the requirements of the Description and has thereby infringed or may infringe its legitimate interests may apply to the competent court of first instance in accordance with the procedure laid down in Chapter VII of the LPP.

17.2. A Supplier wishing to challenge the decisions or actions of the Contracting Authority before the conclusion of the Contract must first submit a claim to the Contracting Authority by electronic means.

17.3. The time limits for submitting a claim to the Contracting Authority and for applying to the court are laid down in Article 102 of the LPP.

18. OTHER TERMS AND CONDITIONS

18.1. In cases where the provisions, conditions or procedures for the organization and conduct of the Procurement are not specified in the Procurement Documents, the relevant provisions of the Description and the LPP shall apply.
