

SPECIAL PART OF THE CONTRACT
2017-06-07, No MIS_2017-34

Lietuvos Energija, JSC, a private limited liability company legally registered and operating in accordance with laws of the Republic of Lithuania, legal entity code 301844044, VAT code LT 100004278519, seat address Žvejų g. 14, LT-09310 Vilnius, Republic of Lithuania, data whereon is collected and stored in SE Centre of Registers, represented by Finance and Treasury Director Darius Kašauskas and Generation and Services Director Dominykas Tučkus, acting under “Lietuvos energija”, UAB Chief Executive Officer directions, dated on 28 February, 2014 No. IS_2014-17 and 23 August, 2016 No. IS_2016-17 (hereinafter - the Client), and

Aitana Advisory, S.L., a private limited liability company legally registered and operating in accordance with laws of the Spain, legal entity code ES B66378837, VAT code ES B66378837, registered seat address Carrer la Mina 97, 08173 Sant Cugat del Valles, Barcelona, Spain, data whereon is collected and stored in Spain, represented by Sven Soderblom, Managing Partner, acting under “La Constitución de Altana Advsory S.L.”. (hereinafter – the Service provider),

hereinafter the Client and the Service provider individually referred to as the Party and both together as the Parties, have concluded this service contract (hereinafter – the Contract).

1. OBJECT OF THE CONTRACT (part 4 of the GP of the Contract)

1.1. The Service provider undertakes to provide to the Client the Services on Preparation of Due Diligence Methodology and Consultancy Services on its Implementation (hereinafter - the Services) in accordance with the conditions and following the deadlines set forth in the Contract, while the Client undertakes to pay for the Services provided according to the conditions and deadlines established in the Contract.

2. SCOPE AND PRICE OF THE SERVICES (part 5 of the GP of the Contract)

2.1. According to this Contract, the Client shall be provided by the Services on Preparation of Due Diligence Methodology and Consultancy Services on its Implementation described in the Technical specification.

2.2. Preliminary amount of Services shall be no more than indicated in the Annex No 3 to this Contract.

2.3. The total Service price shall be EUR 10.890,00 (ten thousand eight hundred ninety euros 00 euro cents) inclusive of VAT. The total Service price shall comprise:

2.3.1. the Service price of EUR 9.000 (nine thousand euros 00 euro cents), exclusive of VAT;

2.3.2. value added tax (VAT) - EUR 1.890,00 (one thousand eight hundred ninety euros 00 euro cents).

2.4. Pursuant to the Methodology for Setting the Price of Public Purchase - Sale Contracts and Pricing Rules approved by the Director of the Public Procurement Service, the following method of price calculation shall apply:

2.4.1. Fixed price for preparation of a Financial partners' Due Diligence Methodology (hereinafter – Methodology) for the particular project: establishment the Innovation Fund of Lietuvos energija, JSC (hereinafter – Project or Fund).

2.4.2. Hourly rate for consultations and expert advice during the implementation of the due diligence activities described in the Due Diligence Methodology.

2.5. The Client shall pay to the Service provider for actually provided Services according to the Service tariffs indicated in Annex No 3 to the SP of the Contract. The Service tariffs shall remain unchanged during the validity period of the Contract.

2.6. During the validity period of the Contract, the Client shall have the right to revise the scope of the purchased Services, without exceeding the maximum amount of Services indicated in Article 2.2 of the Contract and the Service price specified in the Contract. The Client shall not undertake to purchase the total maximum amount of Services indicated in Article 2.2 of the Contract or any part thereof.

3. SERVICE QUALITY (part 6 of the GP of the Contract)

3.1. The quality of the provided Services shall meet the Technical specification.

3.2. The Service provider undertakes to properly provide the Services and assures that skilled persons (experienced, capable qualitatively provide Services listed in Technical specification) will provide the Services.

In case of change of employees, the Service provider shall replace them with persons having the necessary qualification and inform the Client thereof.

3.3. The Client shall have the right to address the Service provider for the elimination of deficiencies of the Services and/or the Service outcome no later than within 3 working days from the day of signing the act of transfer and acceptance of the Services.

3.4. A deadline of 3 working days shall be set for eliminating the determined deficiencies of the Service outcome.

3.5. Non-compliances with requirements laid down in the Technical Specification and legal acts governing Service quality are considered to be deficiencies of the Services and/or the Service outcome.

3.6. At the Client's request, the Service provider shall pay to the Client for a failure to eliminate the determined deficiencies of the Service outcome within the period of time set in paragraph 3.4 of the SP of the Contract a fine of 0.05 percent of the value of a specific order of Services having deficiencies for each case.

3.7. The maximum sum of interest and/or fines payable by the Service provider under the Contract may not exceed 30 percent of the total price of Services of a specific order.

4. THE RIGHT OF THE SERVICE PROVIDER TO HIRE THIRD PERSONS (SUBCONTRACTING), JOINT ACTIVITIES (part 8 of the GP of the Contract)

4.1. The Service provider shall not have the right to hire Subcontractors for the performance of the Contract.

5. DEADLINES FOR THE PROVISION OF THE SERVICES, PROCEDURE FOR THE TRANSFER - ACCEPTANCE OF THE SERVICE OUTCOME (part 9 of the GP of the Contract)

5.1. The Service provider undertakes:

5.1.1. To prepare Methodology not later than within 2 weeks after signing the Contract.

5.1.2. To provide consultations and expert advice during the implementation of the due diligence activities described in the Due Diligence Methodology upon the agreed terms between the Parties within the term of the Contract.

5.2. The place of the provision of the Services is indicated in part 4 of the Technical specification.

5.3. The Service provider shall, at the Client's request, pay to the Client for being late to provide the Services within the deadline set in paragraph 5.1 of the SP of the Contract a late fee of 0.05% of the price of the delayed Services for each day of delay.

6. PAYMENTS, MONETARY OBLIGATIONS AND WITHHOLDINGS (part 11 of the GP of the Contract)

6.1. The Service provider shall prepare and submit by e-mail to the representative of the Client the act of transfer and acceptance after the preparation of the Methodology for the Project not later than indicated under Article 5.1.1. In case the Client confirms in written by fax or e-mail that the Services provided and indicated that the act of transfer and acceptance are acceptable, Service provider issues a VAT invoice and provides it to the Client.

6.2. If any other consultancy services are provided, then until the 5 (fifth) business day of the next month The Service provider shall prepare and submit to the Client by e-mail the act of transfer and acceptance regarding the consultancy services provided by Services provider for the previous month. In case the Client confirms in writing by fax or e-mail that the provided Services indicated in the act of transfer and acceptance are accepted, Service provider issues a VAT invoice and provides to the Client.

6.3. The Client shall pay for the Services within 5 (five) working days after receiving the invoice.

7. ENTRY INTO FORCE AND VALIDITY OF THE CONTRACT (paragraph 2.1 of the GP of the Contract)

7.1. The Contract shall take effect from the moment of its signing and be valid till the fulfilment of contractual obligations, but no longer than 12 (twelve) months.

7.2. The Services must meet the Technical specification requirements. In case of conflict between the documents, the provision of Clause 2.2 of GP of the Contract shall be followed.

8. SPECIAL CONDITIONS

8.1. On the day of signing the Contract the Service provider shall sign the Impartiality Declaration (Annex No. 2).

8.2. The Party which fails to perform its undertakings assumed under this Contract shall be liable to compensate all losses of the other Party that arise due to this. This liability is limited to total Service price under this Contract, unless the Party is guilty in doing so.

9. ANNEXES

9.1. Each Annex to the Contract shall form an integral part thereof. Each Party shall receive a copy of each Annex to the Contract.

9.2. These Annexes included to the SP of the Contract shall be considered confidential information:

9.2.1. Annex No 1 - Contact addresses for sending notices and persons responsible for the performance of the Contract, 1 page;

9.2.2. Annex No 2 – Declaration of Impartiality, 1 page;

9.2.3. Annex No 3 – Quantities and Pricing of the Services, 1 page.

10. PARTICULARS OF THE PARTIES

Service provider

Aitana Advisory S.L.
Carrer la Mina 97, 08173 Sant Cugat del Valles,
Barcelona, Spain
Company code: ES B66 378837
VAT code: ES B66 378837
Account No: IBAN 9101 86100 1960 5086 16781
Banco Mediolanum
Bank code BFIVESBB
Telephone No: +34 608 222 330

Client

“Lietuvos energija”, JSC
Žvejų str. 14, Vilnius, Lithuania
Company code: 301844044
VAT code: LT100004278519
Account No LT44 7044 0600 0648 1525
Bank AB SEB bankas
Bank code 70440
Telephone No (8 5) 278 2998
Fax: (8 5) 278 2115

Sven Soderblom, Managing Partner
Aitana Advisory, S.L.

(job title, name, surname, signature)

27/04/2017

(data of signature)

Finance and Treasury Director
Darius Kašauskas

(job title, name, surname, signature)

(data of signature)

Generation and Services Director
Dominykas Tučkus

(job title, name, surname, signature)

(data of signature)

CONTACT ADDRESSES FOR SENDING NOTICES AND PERSONS RESPONSIBLE FOR THE PERFORMANCE OF THE CONTRACT

1. NOTICES (paragraph 18.6 of the GP of the Contract)

a. [...]

2. CONTACT PERSONS (paragraph 18.7 of the GP of the Contract)

a. [...]

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Finance and Treasury Director
Darius Kašauskas

(job title, name, surname, signature)

Generation and Services Director
Dominykas Tučkus

(job title, name, surname, signature)

QUANTITIES AND PRICING OF THE SERVICES

Item No	Procurement Object	Estimated amount during the term of the Contract	Rate, EUR excluding VAT
1.	Due Diligence Methodology	1 unit	
2.	Consultancy Services	40 hours	

Service provider

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