

XX.02.2018

# **ADDENDUM NO. 1 TO THE CONTRACT REGARDING PROJECT KAUNAS**

## **FLUE GAS TREATMENT PLANT**

| CONTRACTOR  |         | PURCHASER   |         |
|---|---------|---|---------|
| Name and address<br>LAB SA<br>259, avenue Jean Jaures – CS 60410<br>69364 LYON cedex 07<br>FRANCE |         | Name and address<br>UAB Kauno kogeneracinė jėgainė<br>Aguonų str. 24<br>LT-03212 Vilnius<br>Lithuania |         |
| VAT-number<br>FR42428679385   |         | VAT-number<br>LT100009225616  |         |
| Telephone   | Telefax | Telephone   | Telefax |
| E-mail  |         | E-mail  |         |
| Reference<br>Mr.  |         | Reference<br>Mr.  |         |

### **RECITALS**

Whereas:

- (a) UAB Kauno kogeneracinė jėgainė (“**the Purchaser**”) and LAB SA (“**the Contractor**”) on 16-03-2017 have entered into the contract No. S-2017-SUT-5 (“**the Contract**”) regarding Flue gas treatment plant for the purposes of Kaunas CHP Project;
- (b) The Contractor has been selected by the Purchaser by means of public procurement having evaluated *inter alia* Contractor’s compliance to the requirements of the procurement conditions;
- (c) On 13-11-2017 the Contractor has sent the request for a variation order No. RVOR01 (Annex No. 1), regarding 3 specified items: 1) compensation regarding additional duct between boiler outlet and inlet Flue gas treatment; 2) decrease of the Contractor’s scope of works under the Contract by taking out of the pumps building; 3) additional compensation regarding layout modifications done from April 2017 to July 2017.
- (d) On 28-12-2017 the Purchaser has signed the Additional order (Annex No. 2) of the Contract prepared by AF-Consult Oy (“**the Consultant**”);
- (e) *Inter alia* for implementation and amendments of the public procurement contracts the Article 97 of the Law on Procurements Carried out in the fields of Water management, Energetics, Transport or Postal services (“**the LP**”) has to be taken into account as much as it is not adjusted by the contractual terms;
- (f) The parties to the Contract intend to continue execution of the Contract as it was originally agreed between the Purchaser and the Contractor taking into account the necessary corrections specified below and detailed in the annexes to this Addendum No. 1.

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Therefore, the Parties have entered into this Addendum to the Contract and agreed as follows:

## **1 COMPENSATION FOR ADDITIONAL WORKS**

- 1.1. For the compensation of the additional works described above in section c items 1 and 3 of this Addendum *inter alia* the Contract terms specified in the Sub-clauses 8.3 and 8.5 shall be followed.
- 1.2. Considering the detailed calculations presented by the Contractor in the Annex No. 1 to this Addendum the additional compensation confirmed by the Consultant shall not exceed:
  - 1.2.1. for item 1 - 99.700,00 EUR without VAT;
  - 1.2.2. for item 3 - 28.000,00 EUR without VAT.

## **2 DECREASE OF THE SCOPE**

- 2.1 Considering Article 97 (1), point 5 of the LP – *the change, despite the price of it, shall not be deemed as essential as it is defined by part 4 of the same Article* – the scope of the Contractor's works under the Contract shall be decreased the way it is described above in section c item 2 of this Addendum.
- 2.2 Considering the detailed calculations presented by the Contractor in the Annex No. 1 to this Addendum the take out price confirmed by the Consultant shall not be lower than 81.000,00 EUR without VAT for item 2.

## **3 OTHER PROVISIONS**

- 3.1 Taking into calculation the additional costs and the take out price specified above in the parts 1 and 2 of this Addendum the sum which shall be compensated to the Contractor by this Addendum shall not exceed 46.700,00 EUR without VAT (99.700,00 + 28.000,00 – 81.000,00 = 46.700,00).
- 3.2 The sum of 46.700,00 EUR without VAT shall be paid to the Contractor following the provisions of the Contract but not earlier than this Addendum will be signed and announced according to the rules of LP.
- 3.3 All other provisions of the original Contract remain unchanged.
- 3.4 This Addendum No. 1 to the Contract shall enter into force on the day when the last Party signs it as indicated below.

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**4 COUNTERPARTS, SIGNATURES AND ANEXES**

4.1 This Addendum No. 1 to the Contract has been made in two copies, one for each party.

4.2 Following shall be annexed and form an integral part of this Addendum No. 1:

4.2.1. Annex No. 1 – Contractor's variation order No. RVOR01;

4.2.2. Annex No. 2 – Purchaser's Additional order.

Place/Date

*Vilnius 22.3.2018*

**UAB Kauno kogeneracinė jėgainė**

Place/Date

*28/02/2018*

*LAB SA*