

SERVICE AGREEMENT

22nd May 2019

23 May 2019 Nr. MB-53

Daugavpils region, Skrudaliena municipality
SIA firma "ANTARIS", company code 41503000412, legal address: 32 Vidus street,
Daugavpils, Latvia, represented by the member of the Board Inna Orole, acting according to the
company's Statutes, (hereinafter – Contractor), and

Customs Department under the Ministry of Finance of the Republic of Lithuania,
represented by Mr. Vytenis Ališauskas, Acting Director General of the Customs Department
under the Ministry of Finance of the Republic of Lithuania, acting in accordance with the
Regulations of the Customs Department under the Ministry of Finance of the Republic of
Lithuania approved by the Minister of Finance of the Republic of Lithuania of 10 June 1998 by
Order no. 171, company code 188656838, legal address: A. Jakšto str.1, LT-01105 Vilnius,
Lithuania, (hereinafter – Customer), conclude the following Service Agreement (hereinafter –
Agreement):

1. Subject of the Agreement

- 1.1. The Contractor has agreed to provide the following services on 3 and 4 June 2019:
 - 1.1.1. The Contractor has agreed to let out and the Customer has agreed to take on rent the conference hall in Silene Resort&SPA at the address: Silene, Skrudalienas municipality, Daugavpils region, (hereinafter – Premises), for the time period on 4 June 2019 09:00–18:00 at a price 200.00 Eur in total. The Premises are provided to the **Customs Department under the Ministry of Finance** with the aim of organizing an international conference there;
 - 1.1.2. The Contractor will arrange catering services, as agreed with the Customer:
 - 1.1.2.1. Dinner "Grill Show" on 3 June 2019 at 19:00;
 - 1.1.2.2. 2 coffee breaks on June 4 2019 at 10:30–11:00 and 15:00–15:30;
 - 1.1.2.3. Lunch on June 4 2019 at 13:00–14:00.
- 1.2. The expected number of the participants of the conference – 30.

2. The Agreement Price and Terms of Payment

- 2.1. The total price of the Agreement may not exceed 2 240.00 Eur (*two thousand two hundred forty Eur 00 ct*), of which the value added tax shall comprise 388.76 Eur (*three hundred eighty eight Eur 76 ct*). The total price of the Agreement may be reduced, taking into consideration the actual number of the participants of the conference, which the Customer will submit at least 3 (three) working days before the conference, and the conference organisation services actually provided, however, not exceeding the total price of the Agreement.
- 2.2. The price of 1 (one) coffee break for 1 (one) conference participant shall be 4.00 Eur. One coffee break calculated per participant shall comprise:
 - 2.2.1. coffee, tea, milk, sugar;
 - 2.2.2. table water with lemon;



- 2.2.3. little cakes;
- 2.2.4. sweets.
- 2.3. The price of 1 (one) lunch for 1 (one) conference participant shall be 15.00 Eur. One lunch per participant shall comprise:
 - 2.3.1. fish soup;
 - 2.3.2. chicken fillet with grilled vegetables and potatoes;
 - 2.3.3. vegetables salad;
 - 2.3.4. table water with lemon.
- 2.4. The price of 1 (one) dinner for 1 (one) conference participant shall be 45.00 Eur. One dinner "Grill Show" per participant shall comprise:
 - 2.4.1. snacks;
 - 2.4.2. main hot dish from two choices (fish or meat);
 - 2.4.3. dessert;
 - 2.4.4. drinks.
- 2.5. The conference hall must be equipped with:
 - 2.5.1. a projector;
 - 2.5.2. a smart TV, with access to the USB;
 - 2.5.3. a computer;
 - 2.5.4. table water for the conference participants.
- 2.6. The Customer shall pay the Contractor the advance payment for Premises booking and catering in the amount of 500.00 Eur (*five hundred Eur 00 cents*) till May 31, 2019.
- 2.7. The leftover sum shall be transferred by the Customer to the Contractor within 20 (twenty) working days from the date of the receipt of the invoice, issued on the basis of the transfer-acceptance act of the services. In case the Customer cancels the booking, the Contractor shall return the advance payment to the Customer's bank account within 10 (ten) working days after the termination of the Agreement).

3. The Obligations of the Parties

- 3.1. The Contractor undertakes to:
 - 3.1.1. render qualitatively the Services, indicated in parts 1 and 2 of the Agreement;
 - 3.1.2. submit to the Contractor the transfer-acceptance act for signature;
 - 3.1.3. provide all equipment and tools necessary for the provision of the Services;
 - 3.1.4. ensure that every Contractor's employee, who will be implementing the Agreement, has the necessary qualifications and experience;
 - 3.1.5. designate the contact persons, responsible for the coordination, organisation, quality and control of the provision of the Services;
 - 3.1.6. remove without additional charges within a specified time limit the defects of the provision of the Services, specified by the Customer, and to compensate for losses caused due to the fault of the Contractor's employees, as well as for losses for non-qualitatively provided Services.
 - 3.1.7. guarantee that services provided will be in accordance with the hygiene standards and the laws and regulations of the Contractor and catering services. In case of violation of these requirements and proving that the health disorder has occurred due to the quality of the food provided by the Contractor, the Contractor agrees to compensate for any losses incurred by the Customer.
- 3.2. The Customer undertakes to:




- 3.2.1. accept the qualitatively provided Services and to pay for them under the conditions and in the procedure laid down in this Agreement;
- 3.2.2. inform the participants of the conference of the time and place of the conference.
- 3.3. The Customer shall entrust the control of the implementation of the Agreement to the Senior Adviser of the International Relations Division Ana Burkovskienė, tel. +370 69470937, e-mail Ana.Burkovskiene@lrmuitine.lt.
- 3.4. Persons designated by the Customer as responsible for the publication of the Agreement and its amendments: Chief Inspector of the Public Procurement Division Laima Snieganaite.

4. The Liability of the Parties

- 4.1. If the Customer does not settle with the Contractor within the terms indicated in point 2.6. of the Agreement, the Contractor has the right to demand 0.02 (two hundredth) percent of forfeit from the sum, which was not paid on time, for each delayed day.
- 4.2. If the Contractor fails (refuses) to provide to the Customer within the time indicated in the Agreement the services of the organisation of the conference, the Contractor must pay to the Customer the forfeit of 500.00 Eur (*five hundred Eur 00 ct*).
- 4.3. The Customer shall be responsible for the rented conference hall, technical equipment and other used inventory during the entire event. In the event of material damage caused to the Contractor, the Customer undertakes to pay 100 (*one hundred*) percent of the damage caused.

5. The Term of the Agreement, its Termination and Amendment

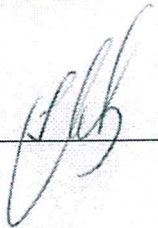
- 5.1. This Agreement comes into force from the day of its signing and lasts till all the Agreement terms are fulfilled.
- 5.2. Any changes to this Agreement shall be made by written agreement (otherwise null and void) duly signed by both parties.
- 5.3. This Agreement can be unilaterally terminated by the Contractor (informing the Customer in written form) in case the Customer does not pay the advance payment amount mentioned in Article 2 of this Agreement.
- 5.4. The Customer has the right to unilaterally terminate the Agreement at any time. The Customer shall inform the Contractor of the termination of the Agreement in writing 3 (three) calendar days in advance. In this case, the Customer must reimburse the Contractor the part of the price, proportional to the services provided, and to compensate other reasonable costs, incurred by the Contractor in order to implement the Agreement before the moment of the receipt from the Customer of the notification about the termination of the Agreement.

6. Miscellaneous

- 6.1. This Agreement is written in English in two originals. One original is kept by the Contractor, another – by the Customer.



6.2. The Contractor and the Customer agree to the terms of this Agreement and approve them by signatures.

Signatures**SIA firma "ANTARIS"****Company code: 41503000412****Legal address: 32 Vidus street, Daugavpils, LV-5401****Bank: AS SEB Banka****Account No.: LV75UNLA0005000467116****Bank code: UNLALV2X****Contractor:****SIA firma "Antaris"****Inna Orole****Member of the Board****Signatures****Customs Department Under the Ministry of Finance of the Republic of Lithuania****Company code: 188656838****Legal address: A. Jakšto str.1, LT-01105 Vilnius, Lithuania****Bank: AB Luminor bankas****Account No.: LT 37 4010 0424 0007 0037****Bank code: 40100****Customer:****Customs Department
under the Ministry of Finance
of the Republic of Lithuania****Acting Director General****Vytenis Ališauskas**