

CONTRACT FOR THE

Special Conditions of the Contract

No. _____

Click or tap to enter a date.

The Public Institution Central Project Management Agency (CPMA or Payer), represented by _____

_____ (Beneficiary or Buyer), represented by _____, and

_____ (Contractor), represented by _____,

hereinafter all together referred to as "Parties" and each individually as "Party" have entered into this contract of Works (the Contract):

1. OBJECT TO THE CONTRACT, as prescribed in Technical Specification:

1.1.	Works (including related services according to the Annex 2 "Technical Specification" of the Contract, if applicable)	Infrastructure (environment) improvement works of the Borodyansky Lyceum No. in Tsentralna str. 222, Kyiv region (hereinafter referred to as Works).
1.2.	Place of performance of the Works	Tsentralna str. 222, Borodyanka, Kyiv region, Ukraine
1.3.	Project	The Works are financed under the project no. 2022-TF-001 "School no. 1 Renovation in the town of Borodyanka (222 Centralnaya str., Borodyanka, Kyiv region)
1.4.	The possibility to purchase works not specified in the technical specification	If necessary, CPMA shall be entitled to purchase from the Contractor Works not specified in the Annex 2 „Technical specification“ of the Contract, but related to the object according to the Chapter 2 of the General Conditions of Contract.
1.5.	Local estimates	Contractor, after signing the Contract, within 5 working days must provide local estimates of the Works according to the full Project and detail the price of the Contractor's Tender, which will be used in calculating the price of the Works and to calculate the rate of the specific additional or abandoned Works, procured or abandoned according to the Contract

2. THE TERM OF COMPLETION OF THE WORKS

2.1	The term of completion of the Works	3 months from the entering into force of the Contract. Till this term the Contractor must complete all Works, including final testing and inventory update (if applicable) by the term for completion of the Works.
2.2	The term of completion of the Works might be extended for (according to the	Not applicable

	Clause 9 of the General Conditions of the Contract)	
2.3	The Contractor should prepare and agree with the CPMA and the Beneficiary a free form Schedule of Works performance and connection to the external engineering networks	no later than 5 days after the entry into force of the Contract.

3. CONTRACT PRICE

3.1	Pricing	This is a fixed price Contract.
3.2	Initial value of the Contract	_____ Eur excluding value added tax (VAT)
3.3	VAT	_____ Eur
3.4	Contract Price	_____ Eur including VAT
3.5	Advance payment	Up to 30 percent of the Initial Contract price as indicated in Clause 3.2 including VAT according to Clause 3.3. of the General Conditions of the Contract.
3.6	The moment of repayment of the advance payment	The amount of the advance paid to the Contractor shall be deducted proportionally to the percentage of advance payment, indicated in Clause 3.5 of Special Conditions of the Contract, from the amount(s) payable to the Contractor for the Works actually performed until the advance payment amount specified in Clause 3.5 of Special Conditions of the Contract is fully refunded
3.7	Interim payments	Interim payments will be made after the performance of Works and signing of the Annex 4 "Act of Completed Works" of the Contract and Annex 5 "Act of Transfer and Acceptance of the Works" of the Contract as indicated in Chapter 4 of Special Conditions.

4. PAYMENT PROCEDURE

4.1. Payments shall be made in euro in accordance with the following procedure:

4.1.1. The Works specified in Clause 1.1 of the Special Conditions of the Contract, if performed according to the Contract and Annex 2 „Technical Specification“ of the Contract in a duly and timely manner, shall be paid in instalments. No more than 1 interim payment per month is foreseen.

4.1.2. Upon full performance by the Contractor of the relevant part of the Works provided for in Clause 1.1 of the Special Conditions of the Contract and the transfer of Works in accordance with the procedure laid down in Clause 4 of the General Conditions of the Contract, by signing an Annex 4 "Act of Completed Works" of the Contract and Annex 5 "Act of Transfer and Acceptance of the Works" of the Contract t by the Parties, the CPMA shall make an interim payment on the basis of an Annex 3 to the Contract „VAT invoice“, submitted by the Contractor (in accordance with the Contract);

4.1.3. After the Contractor has performed all the Works and the final result has been transferred in accordance with the procedure laid down in Clause 4 of the General Conditions of the Contract, by signing by the Parties and Building Construction Maintenance Manager the Annex 4 "Act of Completed Works" of the Contract and Annex 5 "Act of Transfer and Acceptance of the Works" of the Contract, the CPMA shall make the final payment in accordance with the final invoice submitted by the Contractor (in accordance with the Contract).

5. LIABILITY OF THE PARTIES		
5.1.	If the CPMA fails to make payments in accordance with the conditions laid down in the Contract, the Contractor shall have the right to ask the CPMA to pay interest of:	0,03 percent of the outstanding amount for each day of delay
5.2.	Contractor shall pay to CPMA for a delay in performance of the Works in accordance with the conditions laid down in the Contract exclusively attributable to the Contractor's fault a contractual interest in the amount of: <i>* The Contractor shall be exempted from the liquidated damages referred to in this Clause if the delay in performance of the Works has been caused by circumstances beyond the Contractor's reasonable foreseeability prior to the conclusion of the Contract and beyond the Contractor's reasonable control or management (e.g., circumstances caused by the acts or omissions of the other Parties or by the actions or inactions of third parties (bodies, institutions or other entities))</i>	0,03 percent of the price of the Works not provided in time for each day of delay
5.3.	If the Contractor fails to remedy the defects within the time limit specified in the Annex 5 "Act of Transfer and Acceptance of the Works" of the Contract and/or the instructions to the Building Construction Maintenance Manager (if applicable), the Contractor shall pay to the CPMA:	0,03 percent of the value of the defective Works as delay
5.4.	If the Contract is terminated due to the fault of the Contractor (including the cases when the Contract terminated on Contractor's own initiative), Contractor shall pay to CPMA a contractual penalty in the amount of:	10 percent of the value of the Work part not performed on the date of termination.
5.5.	If the Contractor terminates the Contract according to Clauses 10.6.1. 10.6.2. of General Conditions of the Contract, CPMA shall pay penalty in the amount of:	5 percent of the value of the Work part not performed on the date of termination.
5.6.	Contractor shall pay to Beneficiary for failure to provide guarantee according to chapter 6 of General Conditions of the Contract	5 percent of the value of the Work part which were not guaranteed
5.7.	When the Contractor fails to fulfill the obligation of confidentiality as prescribed in Chapter 13 of General Conditions of the Contract	5 percent of the Initial value of the Contract, which is paid to the Party who has suffered as a result of the Contractor's failure to fulfill such obligations
5.8.	If during the performance of the Contract, it is established that the Contractor, its subcontractors, the economic entities whose capacities are relied upon, or persons controlling them, or goods supplied by the Contractor (including their components and the manufacturers of the Works and components) pose a threat to the national security of the Beneficiary state and/or satisfies at least one of the prohibited conditions provided for in the Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, including amendments made by Council	10 percent of the Initial value of the Contract, indicated in Clause 3.2 of the Special Conditions of the Contract

	Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014, and/or Council Regulation (EU) No 269/2014 of 17 March 2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine, including amendments made by Council Implementing Regulation (EU) 2022/581 of 8 April 2022 and / or in Paragraph 2 ¹ of Article 45 of the Law on Public Procurement of the Republic Lithuania, a fine shall be applied	
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6. ESSENTIAL BREACH AND ESSENTIAL CONDITIONS OF THE CONTRACT

6.1.		when the Contractor fails to fulfill the obligation of confidentiality as prescribed in Chapter 13 of the General Conditions of the Contract
6.2.		when the Contractor delays in performing all Works by the deadline specified in Clause 2.1 of the Special Conditions of the Contract
6.3.		when the Contractor does not comply with economic utility declared in Chapter V of the Annex 6 „Tender of the Contractor“ of the Contract, for which it received economic utility points.
6.4.		when the Contractor fails to fulfill obligation for changing for subcontractor (s) as prescribed in Clause 12 of the General Conditions of the Contract
6.5.		when the Contractor fails to comply with the instructions of the person appointed by the CPMA and/or the Beneficiary and/or the Building Construction Maintenance Manager (if applicable) specified in Clause 10.3.2 of the General Conditions of the Contract and as a result the CPMA and the Beneficiary does not receive the expected result of the Works as expected
6.6.		When the Contractor fails to start timely execution of the Works, otherwise clearly indicates its intention not to perform its obligations under the Contract, or it becomes clear that they cannot be completed before the deadline for completion of the Works
6.7.	Essential breach and essential conditions of the Contract is	when the Contractor changes the scope of Works without the permission of CPMA and/or the Beneficiary;
6.8.		when the Contractor and subcontractors are subject to applicable national and international sanctions;

6.9.	<i>This paragraph shall apply in case of mobilization, war, state of emergency or when the Government of the Republic of Lithuania, having assessed the risk that the factors due to which mobilization was or may be declared, a state of war or emergency threatens national security, has made a decision on the application of Public Procurement Law Article of Republic of Lithuania Article 45 part 21 provision:</i> 1) when Contractor, subcontractor, economic subject whose capacity is relied on, goods offered by the Contractor (including their components, packaging) manufacturer or the persons controlling them are legal persons which are registered in the countries or territories listed in Article 92 part 15 of the Public Procurement Law of Republic of Lithuania; 2) when the Contractor, subcontractor, economic subject whose capacity is relied on, goods offered by the Contractor (including their components, packaging) manufacturer or the persons controlling them are physical persons permanently residing or having citizenship in the list provided in Article 92 part 15 of the Public Procurement Law of Republic of Lithuania; 3) when the goods (including their components, packaging) originate or the related services are provided from the states or territories specified in the list provided for in Article 92 part 15 of the Public Procurement Law of Republic of Lithuania; 4) when the entities in question have any interests which might be considered a threat to national security;
6.10.	when Contractor meets the criteria established in Article 5k of Council of European Union Regulation No. 2022/576 of 8 April 2022, amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions razing the situation in Ukraine: (a) a Russian national, or a natural or legal person, entity or body established in Russia; (b) a legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50 % by an entity referred to in point (a) of this paragraph; or © a natural or legal person, entity or body acting on behalf or at the direction of an entity referred to in point (a) or (b) of this paragraph, including, where they account for more than 10 % of the contract value, subcontractors, Contractors or entities whose capacities are being relied on within the meaning of the public procurement Directives
6.11.	when the Contractor meets the criteria established in Council Implementing Regulation (EU) 2022/581 of 8 April 2022
6.12.	in all cases when it is established that the Contractor, its subcontractors, the economic entities whose capacities are relied upon, or persons controlling them, or the goods supplied by the Contractor (including their components and the manufacturers of the Works and components) poses threat for national security of Beneficiary state

7. NOTICES

Notices sent by the Parties and Building Construction Maintenance Manager to each other shall be prepared in English and sent to the following contact persons and addresses by e-mail:

	CPMA	Beneficiary	Contractor
position			

name, surname			
tel.			
e-mail			

8. REPRESENTATIVES, RESPONSIBLE FOR THE PERFORMANCE OF THE CONTRACT

8.1	on behalf of CPMA (might be replaced by deputy representative)	position name, surname tel. e-mail
8.2	on behalf of Beneficiary (might be replaced by deputy representative)	position name, surname tel. e-mail
8.3	on behalf of Contractor (might be replaced by deputy representative)	position name, surname tel. e-mail

8.4. The representatives, responsible for the performance of the Contract, referred to in this Chapter shall not be entitled to sign amendments to the Contract by this reference.

8.5. If the Annex 2 "Technical Specification" of the Contract provides for the coordination /approval of certain actions with the Beneficiary, these actions shall also be coordinated/approved with/by the CPMA (person referred to in Clause 8.1).

9. MISCELLANEOUS

9.1.	This Contract is concluded by	email, exchanging scanned versions of the Contract with the physical signatures. Scanned versions of the Contract with the physical signatures will be exchanged via-emails indicated in Chapter 8 of the Special Conditions of the Contract
9.2.	The Contract enters into force	on the date of its signing by all Parties. The date of entry into force of the Contract shall be the date specified in the details of the Contract on the first page of the Contract or the date of the last signature depending which is the latest. Parties agree that they shall receive a copy of the Contract with the original signatures within one month from the moment the need was expressed. Scanned copies of the Contract signed by all Parties shall have full legal force prior to the exchange of the originals of the Contract, give rise to rights and obligations for the Parties, and may not be disputed by the Party on whose behalf they were signed and sent. If the person authorized to sign such agreements changes, before the Parties exchange the originals of the Contract, the original of the Contract shall be

		signed, containing the original physical signature of the changed person authorized to sign such agreements, and reproduces by scanning signatures of persons authorized to sign such agreements along with their scanned signatures. The Contract signed in this way is considered by the Parties to be the original of the Contract, which is kept by the Beneficiary. In cases when it is established that the Contractor, its subcontractors, the economic entities whose capacities are relied upon, or persons controlling them, or Works poses threat for national security of the Beneficiary state, the Contractor is recognized as not meeting the requirements set out in the Terms of procurement regarding national security, therefore further Contract signing procedures with this Contractor are terminated.
9.3.	The Contractor shall use the capabilities of subcontractors	/specify here/
9.4.	This Contract shall consist of the following documents, which shall include the concept of "Contract". In the event of a dispute, the documents shall be applied as follows as a matter of priority:	9.4.1. Amendments to the Contract; 9.4.2. Special Conditions of the Contract; 9.4.3. Technical Specification; 9.4.4. Local estimates; 9.4.5. General Conditions of the Contract; 9.4.6. Procurement documents; 9.4.7. Tender of the Contractor; 9.4.8. Act of Completed Works; 9.4.9. ras Transfer and Acceptance of the Works.

10. ANNEXES TO THE CONTRACT, WHICH FORM AN INTEGRAL PART OF THE CONTRACT:

Annex No. 1 General Conditions of the Contract
 Annex No. 2 Technical Specification
 Annex No. 3 VAT ras
 Annex No. 4 Act of Completed Works
 Annex No. 5 Act of Transfer and Acceptance of the Works
 Annex No. 6 Tender of the Contractor.
 Annex No. 7 Local estimates

11. THE PARTIES

Name	CPMA	Beneficiary	Contractor
	Public Institution Central Project Management Agency		
Office address	S. Konarskio str. 13, LT-03109 Vilnius		
Legal entity code	126125624		

Bank account No (Bank, BIN)	Luminor Bank AS LT43 4010 0510 0473 3416		
Tel.	+370 5 251 44 00		
Email	info@cpva.lt		
Position of the undersigned person			
Name, surname			

_____ A. V.
« ____ » _____ 20 ____

_____ A. V.
« ____ » _____ 20 ____

_____ A. V.
« ____ » _____ 20 ____

GENERAL CONDITIONS OF THE CONTRACT

1. DEFINITIONS

1.1. **Works** means all works, installation of equipment and other works, design (if any) and other services specified in Annex 2 „Technical specification“ of the Contract and necessary for the execution of the Contract (if any) which the Contractor must perform under the Contract.

1.2. **Work Deadline** refers to the time between the beginning of the Works and the delivery of the Works to the CPMA and/or the Beneficiary, completion of the final tests (if any), updating of the inventory case (if any) and receipt of the act of construction completion (if any) with positive results and after signing the Annex 4 “Act of Completed Works“ of the Contract and Annex 5 “Act of Transfer and Acceptance of the Works“ of the Contract.

1.3. **Act of Transfer and Acceptance of the Works** is a document certifying that the Works have been handed over by the Contractor, and the Beneficiary has accepted the Works, signed in accordance with Chapter 4 of the General Conditions of the Contract.

1.4. **Beginning of Work** is the date of signing of the act of transfer and acceptance of the Site or according to the term determined by the legal regulation of the place of the execution of the Works after the entry into force of the Contract, if the transfer and acceptance of the Site is not signed within this number of days.

1.5. **Costs** means any reasonable direct and indirect costs incurred by the Contractor on or outside the Site in connection with the Works under the Contract. Expenses do not include lost income.

1.6. **Equipment** means devices and machinery that make up the Works or any part thereof.

1.7. **Materials** means all or part of the Works (except the Equipment).

1.8. **Beneficiary's Staff** refers to all persons working for the Beneficiary or authorized by the Beneficiary, as well as other persons who have been notified by the Beneficiary to the other Parties as the Beneficiary's Staff.

1.9. **Changes** means modification of the solutions of the project of construction works describing the Works as specified by the CPMA in accordance with Chapter 9 of the General Conditions of the Contract. Changes to of the project of construction works (Annex 2 „Technical specification“ of the Contract) should be formalised in accordance with the applicable national legislation in the place of execution of the Works.

1.10. **Initial value of the Contract** - it is a value specified in Clause 3.2. of Special Conditions of the Contract, that is equal to the price of the successful Contractor's tender without VAT, indicated for the entire scope of the Works. If the **Initial value of the Contract** has been revised according to the price revision conditions specified in Chapter 9 of the General Conditions of the Contract, the Initial value of the Contract is revised (increased or decreased) accordingly.

1.11. **Project** is prepared in accordance with the applicable national law in the place of execution of the Works (hereinafter referred to as the Project):

1.11.1. **Technical Work Project** of the Building (hereinafter referred to as the Technical Work Project) means the first and second stage of the Project with the detailed solutions for carrying out Works. If during the procurement the object Works has been adjusted by submitting clarifications, explanations, and corrections to the procurement documents before the deadline for submission of tenders, the Technical Work Project shall be adjusted accordingly.

or

1.11.1. **Technical Project** of the Building (hereinafter referred to as the Technical Project) means the first and main stage of the Project, the solutions of which are detailed in the project of the building work. If during the procurement the procurement object Works has been adjusted by submitting clarifications, explanations, and corrections to the procurement documents before the deadline for submission of tenders, the Technical Project shall be adjusted accordingly.

1.11.2. **Construction Work Project** (hereinafter referred to as **Work Project**) (applicable if the Work Project is subject to national regulations in force at the Site) means Stage Two of the Project, a follow-up to the Technical Project detailing the Technical Project Solutions and carrying out the construction work. The Work Project is prepared by the Contractor. The Work Project can be submitted as a single document at a time or separate

solutions at different times during construction according to a timetable agreed between the CPMA, the Contractor and the Building Construction Maintenance Manager.

1.12. **Contractor's Equipment** means all devices, machinery, vehicles and other items required for execution and completion of Works and repair of any defects. Contractor's Equipment does not include the Equipment, Materials and any other items intended to constitute the Works or any part thereof.

1.13. **Contractor's Tender** refers to the documents completed by the Contractor and submitted during the procurement of Works, proposing to perform the Works in accordance with the procurement Terms and Conditions established by the CPMA.

1.14. **Contractor's Staff** means all employees of the Contractor or Subcontractor working on the Site and other persons assisting the Contractor in carrying out the Works.

1.15. **Building Construction Maintenance Manager** (if required by applicable site legislation at the execution of Works) is the person appointed by the CPMA and (or) the Beneficiary to organize building construction maintenance, the purpose of which is to control whether the construction of the building is carried out in accordance with the Project or whether during the construction, the terms and conditions of the Contract, legal acts, normative technical documents of construction were complied with.

1.16. **Construction Project Supervisor** (if required by applicable national legislation at the Site of execution of Works) is an architect, civil engineer, who supervises the execution of the Project Parts and the implementation of the Project Solutions during the execution of the Works.

1.17. **Construction Completion Act** (applicable if the preparation of such an act is required by the national legislation in force Site of execution of Works) is a document confirming the completion of the construction contract works.

1.18. **Construction Completion Term** is the time, calculated in days from the date of the Act of Transfer and Acceptance of Works to the completion of the construction of a building (part thereof), i.e. where defects are rectified after the assignment of the Works to the Beneficiary (if necessary), construction completion procedures are fulfilled and a Statement of Completion of the Construction is drawn up (if applicable in accordance with the national legislation in force in the Site of execution of Works).

1.19. **Site** means the site(s) of the execution of Works where the Equipment and Materials are to be delivered and the boundaries of which are defined in the transfer of the Site and its management to the Contractor in accordance with Clause 5.3.1 of the General Conditions of the Contract.

1.20. **Subcontractor** is a person named in the Contractor's tender and Contract as a Subcontractor.

1.21. **Validity of the Contract** is when the Contract enters into force when it is signed by the Parties to the Contract. The Contract is valid until full completion of the obligations assumed by the Parties specified in the Contract.

1.22. **Contract Price** is the amount with VAT specified in Clause 3.4. of the Special Conditions of the Contract, payable to the Contractor for timely and properly executed Works under the Contract.

1.23. **CPMA Staff** refers to all persons working for the CPMA or authorized by the CPMA, as well as other persons, who have been notified by the CPMA to the other Parties as the CPMA's Staff.

1.24. **Act of Completed Works** is a document certifying what Works have been completed under the Contract.

1.25. **Construction Completion Procedure** – the period during which construction completion procedures of Works are carried out.

1.26. **Act of Construction Completion** – a document confirming the completion of construction.

1.27. **Act of Transfer and Acceptance of the Site** – a document, by which the rights to the Site of the performance of the Works is transferring to the Contractor.

1.28. **Designer** – an architect, civil engineer, who provides design services within the scope of Works at the implementation of the Project Solutions during the execution of the Works.

1.29. **Additional Works** – means the Works not included in the Contract and/or the scope of the Works specified in the Contract if they exceed 15 % of the Initial value of the Contract. Unless more than 15 % of the volume of Work specified in the Contract, in excess of 15 % of the Initial value of the Contract, is met, all works exceeding the 15 % threshold shall be waived and/or procured at the terms and conditions of the volume

change specified in Section III of the Methodology¹. The procedure for determining, submitting and approving the value of such works shall be analogous to that of the Change procedure specified in Clause 9.3.3. of the General Conditions of the Contract.

2. OBJECT TO THE CONTRACT

2.1. By this Contract, the Contractor undertakes to perform for the Beneficiary the Works, according to the Annex 2 „Technical specification“ and the Annex 6 „Tender of Contractor“ of the Contract, (including the preparation of the construction inventory files (if applicable), the performance of tests (if applicable), Construction completion procedures (if applicable), and transfer it to the Beneficiary together with all property rights to it, and CPMA undertakes to pay for proper and timely performed Works following provisions and procedures of this Contract.

2.2. The scope of the Works, requirements for the Works, the related services and terms and other information related to the performance of the Works are detailed in Annex 2 „Technical Specification“, Annex 6 „Tender of the Contractor“ of this Contract, which are an integral part of thereof. When performing the Contract, the Contractor must follow the terms and conditions of the Contract and its Annexes, properly fulfil all the requirements specified therein.

2.3. Any quantity that can be specified in the documents of the Project is indicative (project) and shall not be deemed to be the actual and accurate quantity of the Works to be performed by the Contractor.

3. PAYMENT PROCEDURE

3.1. The Contract Price, indicated in Clause 3.4. of Special Conditions of the Contract, includes the price of all Works performed and related services provided under this Contract, all taxes and fees and other costs and additional works, which are understood as works not included in the Contract and procurement, but necessary for the implementation of the Works, their quantities, and the designed solutions provided in Annex 2 «Technical specification» of the Contract, and the cost of providing documents for payment, if any, related to the proper performance of the Contract. No additional costs of the Contractor shall be paid or reimbursed.

3.2. The Contractor shall be solely responsible for all liabilities related to the local social security system, income tax obligations and other financial obligations resulting from the legislation of Lithuania and Ukraine.

3.3. If the advance payment is foreseen in Clause 3.5 of Special Conditions of the Contract, CPMA shall pay an advance to the Contractor under conditions specified in Clauses 3.5 and 3.6. of Special Conditions of the Contract and specified below:

3.3.1. in order to receive an advance, when applying for an advance payment, together with the advance payment invoice, the Contractor must provide CPMA with an advance guarantee for at least the amount of the requested advance – a financial guarantee, issued by a bank, insurance company or an financial institution;

3.3.2. In order to secure the advance, the guarantor must make an irrevocable and unconditional commitment not later than within 15 calendar days from the receipt of written notification from the CPMA about the improper performance of the obligations established in the Contract or termination of the Contract due to the fault of the Contractor, to pay the CPMA the amount not exceeding the amount of the paid advance and the amount of the guarantee, transferring the money to the account specified by the CPMA. The guarantor does not have the right to demand that the CPMA substantiate its claim. The CPMA will notify the guarantor that the amount of the Contract guarantee belongs to it due to the fact that the Contractor has partially or completely failed to comply with the Contract and/or it has been terminated due to the fault of the Contractor and the Contractor has not returned the advance. The guarantee that does not meet the requirements set out in Clause 3.3 of the General Conditions of the Contract will not be accepted;

3.3.3. CPMA will pay the requested advance within 15 working days from the date of receipt of the advance payment account and the advance repayment guarantee, which meets the requirements of Clauses 3.5 and 3.6 of Special Conditions of the Contract and Clause 3.3 of General Conditions of the Contract;

¹ Pricing Rules Methodology (hereinafter referred to the Methodology) adopted by the Order No. 15-95 of the Director of Public Procurement Office of 28 June 2017 (<https://www.e-tar.lt/portal/lt/legalAct/04cbd4205bd811e79198ffdb108a3753/asr>).

3.3.4. If, during the performance of the Contract, the legal entity (guarantor) is unable to fulfil its obligations, the Contractor must submit a new guarantee under the same conditions as the previous one or repay the advance;

3.3.5. The guarantee shall be returned to the Contractor (or the rights to the security are waived when it is signed by electronic signature) upon delivery by the Contractor of the Works in full and after the signing the Annex 4 "Act of Completed Works" of the Contract and Annex 5 "Act of Transfer and Acceptance of the Works" of the Contract by Parties and Building Construction Maintenance Manager or when the Contractor returns the advance to the CPMA (if applicable);

3.3.7. Upon termination of the Contract, the Contractor must return the advance received to CPMA within 7 working days (if part of the Works has been delivered, CPMA has accepted them and can use them for their intended purpose – the part of the advance that exceeds the price of the Works accepted by CPMA shall be returned). If the Contractor does not return the received advance, CPMA shall use the guarantee of the advance.

3.3.8. Payment of penalties and/or receipt of security (if applicable) shall not prejudice the right of the Party to demand that the other Party compensate for the direct losses incurred by it.

3.4. If the Contractor incorrectly indicates the VAT rate, the Contract Price and/or Initial value of the Contract will not be recalculated. Due to these errors, Contract payments would be made according to VAT rate indicated in invoices, but not higher than VAT rate indicated in Annex 6 „Tender of Contractor“ of the Contract.

3.5. Payments shall be performed based on the Annex 3 to the Contract „VAT invoice“, signed by the Contractor and approved by CPMA. The invoices must be issued after the signing the Annex 4 "Act of Completed Works" of the Contract and Annex 5 "Act of Transfer and Acceptance of the Works" of the Contract by Parties and Building Construction Maintenance Manager.

3.6. The Contractor shall be paid for the properly, timely and actually performed Works at the prices indicated in the Annex 7 "Local estimates" attached to the Contractor's tender within 30 days from the date of receipt by the CPMA of the proper invoice (Annex 3 to the Contract „VAT invoice“).

3.7. The person, appointed by the CPMA and/or the Beneficiary and/or the Building Construction Maintenance Manager (as applicable) shall assess the scope and quality of the Work actually carried out and informs the Contractor of the results of this inspection. If the CPMA and/or the Beneficiary and/or the Building Construction Maintenance Manager (as applicable) confirms that the Works actually performed are suitable and comply with the requirements of the Contract, the Contractor shall have the right to submit the Annex 4 "Act of Completed Works" of the Contract, Annex 5 "Act of Transfer and Acceptance of the Works" of the Contract and a Annex 3 to the Contract „VAT invoice“ of the Contract in accordance of Clause 3.8. of General Conditions of the Contract.

3.8. The Contractor shall issue and submit to CPMA an invoice (Annex 3 to the Contract „VAT invoice to the Contract), issued in accordance with this Contract, no later than 5 business days from the date of signing the Annex 4 "Act of Completed Works" of the Contract, Annex 5 "Act of Transfer and Acceptance of the Works" of the Contract without shortcomings/ inconsistencies/ deviancies/defects (hereinafter – defects). The amount specified in the payment documents can be paid only after the Contractor has removed the defects and the CPMA, the Beneficiary and Building Construction Maintenance Manager (as applicable) have confirmed it.

3.9. If the CPMA and/or the Beneficiary and/or Building Construction Maintenance Manager identifies any defects in Works, CPMA can require the Contractor to submit adjusted payment documents by duly reducing the amount of that interim payment by the amount of such defected Work remedy costs or replacement of the invalid item.

3.10. If Contractor has not performed or is not performing any Work or obligation under the Contract as notified to it by the CPMA accordingly, the CPMA can require the Contractor to provide adjusted payment documents by reducing the amount of the interim payment accordingly by the value of that Work or obligation.

3.11. The currency of the Contract shall be euro. The Invoice(s) shall be issued, and payment(s) made in euro.

3.12. Fees charged by credit institutions for money transfer and set-off are paid as follows:

3.12.1. the charges levied by the credit institution from which the CPMA makes the payment shall be covered by the CPMA;

3.12.2. the fees charged by the Contractor's credit institution for collecting money to the Contractor's account shall be paid by the Contractor;

3.12.3. In the event that the payment made by the CPMA is not executed due to circumstances beyond the CPMA's control, the costs of re-payment shall be borne by the Contractor.

3.13. In case of a change of bank account data, the Contractor shall immediately inform the CPMA thereof.

3.14. If it is determined that the Contractor has won this public procurement illegally as defined in Clause 10.3.7 of General Conditions of the Contract, any payments won't be made to the Contractor under this Contract.

3.15. The Contractor shall issue invoices only electronically. Electronic invoices, which comply with the European standard on electronic invoicing, referenced in the Commission Implementing Decision (EU) 2017/1870 of 16 October 2017 on the publication of the reference of the European standard on electronic invoicing and the list of its syntaxes pursuant to Directive 2014/55/EU of the European Parliament and of the Council (OL 2017 L 266, p. 19) (hereinafter – European standard on electronic invoicing), can be submitted by means, preferred by the Contractor. Electronic invoices, which do not meet the European standard on electronic invoicing may be submitted only by means of “E.sąskaita” information system (“E.sąskaita” is available at www.esaskaita.eu). CPMA accepts the electronic invoices and processes them using the means of “E.sąskaita” information system. An electronic invoice is interpreted as an invoice, issued, transferred and received in an electronic format, which enables its automatic and electronic processing.

3.16. The CPMA shall also establish the option of direct settlement of accounts with Subcontractors. After giving a notice on the Subcontractor replacement or attraction of a new Subcontractor, as indicated in the tender or the Contract, not later than 3 business days after the date of conclusion of the Contract or notification of the Contractor, the CPMA informs the Subcontractors on such direct settlement option, and a Subcontractor, which intends to use such option, shall submit a written application to the CPMA. For this purpose a trilateral Contract must be concluded between the CPMA, the Contractor and a specific Subcontractor in accordance with the conditions described in this clause, providing for the right of the Contractor to object to unreasonable payments to the Subcontractor. If the Contractor does not object to payments to the Subcontractor, the CPMA shall transfer the amounts indicated in the invoices provided by the Contractor or in the documents provided by the Subcontractor to the CPMA as a part of the obligations of the Contractor under the Contract directly to the relevant Subcontractor. Such payments shall be deemed to be a proper settlement of the CPMA with the Contractor under the Contract and a proper settlement of the Contractor with the relevant Subcontractor (s) under the Contracts concluded between them. Such a trilateral Contract shall be deemed to be an integral part of the Contract.

3.17. The CPMA shall not pay for the Works or services not specified in the Contract, but provided by the Contractor for any reason (if any).

4. DELIVERY, ACCEPTANCE OF WORKS AND CONSTRUCTION COMPLETION

4.1.. The Contractor shall inform the CPMA, the Beneficiary and the Building Construction Maintenance Manager (if applicable) within 3 working days of the completion of Works.

4.2. The persons appointed by the CPMA and/or the Beneficiary and/or the Building Construction Maintenance Manager (if applicable) shall, within 10 (ten) business days of receipt of the Contractor's notice of completion of the Works, carry out a general revision and inspection of the completed Works, the results of which are delivered to the Contractor within 2 working days.

4.3. The Contractor shall, within 2 working days of receiving the information on the results of the review and inspection of the Works, draw up an Annex 4 “Act of Completed Works” of the Contract and Annex 5 “Act of Transfer and Acceptance of the Works” of the Contract.

4.4. The Annex 4 “Act of Completed Works” of the Contract and Annex 5 “Act of Transfer and Acceptance of the Works” of the Contract shall be signed in 3 copies, each having the same legal effect, by the Parties and the Building Construction Maintenance Manager (if applicable) not later than 5 business days after the receipt of the Annex 4 “Act of Completed Works” of the Contract and Annex 5 “Act of Transfer and Acceptance of the Works” of the Contract. In case of unforeseen circumstances beyond the reasonable control of the Parties that prevent the Parties from signing Annex 4 “Act of Completed Works” of the Contract and Annex 5 “Act of Transfer and Acceptance of the Works” of the Contract, the time period for signing the Annex 4 “Act of

Completed Works“ of the Contract and Annex 5 “Act of Transfer and Acceptance of the Works“ of the Contract shall be extended for the period during which its signature was suspended by agreement of the Parties.

4.5. In the event that a person assigned by the CPMA and/or the Beneficiary and/or the Building Construction Maintenance Manager (if applicable) identifies defects in the performance of the Works, such defects are specified in the Annex 5 “Act of Transfer and Acceptance of the Works“ of the Contract and submitted by the Contractor and shall set a reasonable time limit for the Contractor to rectify the defects found. Failure to rectify defects within the time period specified in the Annex 5 “Act of Transfer and Acceptance of the Works“ of the Contract shall entitle the Contractor to correct the defects by the end of the Construction Completion Procedure and/or deduct the amount of defect remedy costs from the final payment to the Contractor. The fact of remedy of defects shall be confirmed in writing by the CPMA and/or Beneficiary and/or the Building Construction Maintenance Manager (if applicable).

4.6. If the CPMA, the Beneficiary and/or the Building Construction Maintenance Manager (if applicable), without good reason, avoids the review and inspection of Works after the deadline specified in Clause 2.1 of the Special Conditions of the Contract Terms, it shall be considered that the CPMA, the Beneficiary and/or the Building Construction Maintenance Manager (if applicable) has no comment on the result of the Works and the Contractor shall have the right to prepare and submit the Annex 4 “Act of Completed Works“ of the Contract and Annex 5 “Act of Transfer and Acceptance of the Works“ of the Contract.

4.7. Following signing the Annex 4 “Act of Completed Works“ of the Contract and Annex 5 “Act of Transfer and Acceptance of the Works“ of the Contract, the Beneficiary, in accordance with applicable national law in the place where the Works are to be carried out, shall complete the Construction Completion Procedures (if applicable under applicable national law) at the Site. The Parties shall endeavor, as far as is within their power, to complete construction procedures as fast as possible.

4.8. The Contractor shall remove from the Site any remaining Contractor’s equipment, excess Material, waste, and temporary constructions, within a reasonable period of time, upon signing the Annex 4 “Act of Completed Works“ of the Contract and Annex 5 “Act of Transfer and Acceptance of the Works“ of the Contract, within the reasonable term agreed separately with the CPMA and the Beneficiary. The Site must be clean and tidy. The Contractor shall provide appropriate facilities for inspection of the result of the Works, assigning the necessary transport and special clothing (if required due to the specifics of the Works), and submitting the construction documentation.

4.9. The deadline and possible extension of the term for Construction Completion Procedure is determined by the legal regulation of the execution place of the Works. Procedures of Construction Completion Period (if applicable) and repair periods for defects specified in the Annex 5 “Act of Transfer and Acceptance of the Works“ of the Contract shall not be included in the total duration of the Contract.

4.10. The completion of the Works shall be deemed to be the moment of signing the Annex 4 “Act of Completed Works“ of the Contract and Annex 5 “Act of Transfer and Acceptance of the Works“ of the Contract, rectifying the defects (if applicable), completing the construction procedures (if applicable) and drawing up the Act of Construction Completion (if applicable) and transmitting to the Beneficiary the related documents to be kept by the Beneficiary.

4.11. The Beneficiary takes ownership of the result of the Works when:

4.11.1. All Works have been completed in accordance with the Annex 2 „Technical specification“ and the Contract, including the final tests (if any) with a positive result, and

4.11.2. Annex 4 “Act of Completed Works“ of the Contract and Annex 5 “Act of Transfer and Acceptance of the Works“ of the Contract has been signed.

5. RIGHTS AND COMMITMENTS OF THE PARTIES

5.1. The CPMA undertakes to:

5.1.1. assign a Building Construction Maintenance Manager to maintain the Works (if applicable in accordance with the national legislation in force in the Site of execution of Works). The Contractor, Subcontractor or

Contractor's staff cannot be appointed to perform the function of the Building Construction Maintenance Manager;

5.1.2. pay for the Works properly performed by the Contractor and not contested by the CPMA and/or Beneficiary representative and/or Building Construction Maintenance Manager, in accordance with the procedure laid down herein;

5.1.3. provide the Contractor with information and/or documents reasonably requested thereby and assistance in the performance of the Contract. Upon receipt of the request of the Contractor for the provision of information required for the performance of the Contract, CPMA undertakes to provide the requested information no later than within 5 business days from the receipt of such request. If the amount of information requested by the Contractor is large or requires additional analysis, the CPMA shall be granted an additional reasonable term for the provision of such information;

5.1.4. ensure cooperation of CPMA Staff with the Contractor and the Beneficiary and comply with work safety requirements on the Site;

5.1.5. confirm the appropriateness of the performed Works;

5.1.6. properly perform all other obligations set forth in the Contract, its Annexes, legal acts applicable to the performance of these Works and (or) arising from the essence of this Contract;

5.1.7. immediately notify the Beneficiary and the Contractor of a breach of Contract conditions, where such a breach has been detected.

5.2. CPMA has the right to:

5.2.1. control the performance of Works in a timely manner;

5.2.2. conduct analysis (verification) to identify defects;

5.2.3. request the Contractor to replace the Contractor's staff for incompetent or negligent performance of their duties, failure to comply with the terms and conditions of the Contract, or conduct which poses a threat to the occupational safety, health or the environment.

5.3. The Beneficiary undertakes to:

5.3.1. unless otherwise agreed, transfer the Site and its management right to the Contractor not later than specified in Clause 1.4 of the General Conditions of the Contract. The Site shall be transferred when the Parties sign the Act of Transfer and Acceptance of the Site. If the Beneficiary fails to deliver the Site to the Contractor in a timely manner in accordance with the procedure set forth in this Clause, the Contractor shall be entitled to request an extension of the term for performance of the Works pursuant to Clause 9.3.16.3. of the General Conditions of the Contract, if the term of the Site has affected the performance of the Works;

5.3.2. assign a Building Construction Maintenance Manager to maintain the Works (if applicable in accordance with the national legislation in force in the Site of execution of Works). The Contractor, Subcontractor or Contractor's staff cannot be appointed to perform the function of the Building Construction Maintenance Manager;

5.3.3. receive the construction permit in accordance with the applicable national law in the place of the execution of Works and forward it to the Building Construction Maintenance Manager (if applicable) and to the CPMA. The Beneficiary must also cooperate in the execution of the Works, organize the Construction Completion Procedure, submit relevant notices, applications and attend meetings (if any). The Beneficiary shall protect and ensure that the Contractor does not suffer any loss due to the absence of the documents referred to in this clause or failure to perform the Beneficiary's functions. This clause shall apply only in case and to the extent that such legislation is governed by the applicable national law in the place of the execution of Works;

5.3.4. ensure cooperation of the Beneficiary's Staff with the Contractor and CP A and comply with work safety requirements on the Site;

5.3.5. assess on its own risk errors, inaccuracies or defects in the Project;

5.3.6. to use if it's necessary any part of the Works prior to the date of delivery of the Works to the Beneficiary, at its own risks and all such risks will be transferred to the responsibility of the Beneficiary, except for the cases provided under the Contract;

5.3.7. accept the Works specified in this Contract for its ownership;

5.3.8. provide the Contractor with information and/or documents reasonably requested thereby and assistance in the performance of the Contract. Upon receipt of the request of the Contractor for the provision of information required for the performance of the Contract, the Beneficiary undertakes to provide the requested information no later than within 5 business days from the receipt of such request. If the amount of information requested by the Contractor is large or requires additional analysis, the Beneficiary shall be granted an additional reasonable term for the provision of such information;

5.3.9. immediately notify the Contractor and the CPMA of a breach of Contract conditions, where such a breach has been detected;

5.3.11. confirm the appropriateness of the performed Works;

5.3.12. properly perform all other obligations set forth in the Contract, its Annexes, legal acts applicable to the delivery of these Works and (or) arising from the essence of this Contract.

5.4. Beneficiary has the right to:

5.4.1. control the performance of Works in a timely manner;

5.4.2. request the Contractor to replace the Contractor's staff for incompetent or negligent performance of their duties, failure to comply with the terms and conditions of the Contract, or conduct which poses a threat to the occupational safety, health or the environment.

5.5. The Contractor undertakes to:

5.5.1. perform all contractual obligations laid down in the Contract and Annexes thereto in a timely and quality manner. To start and perform the obligations under the Contract in accordance with the procedure and conditions laid down in the Contract with all due care and efficiency, including but not limited to the performance of Works according to the best generally accepted professional standards and practice, using all the necessary skills, knowledge and instruments;

5.5.2. comply with all applicable laws and legal acts. The Contractor shall ensure to the Beneficiary and the CPMA the compensation of damages suffered by the CPMA and/or the Beneficiary, if the Contractor fail to comply with the said laws and other legal acts leading to the violation of requirements of legal acts or initiation of legal proceedings;

5.5.3. execute and complete the Works pursuant to the Contract in accordance with the solutions provided in the Project and in Annex 2 „Technical specification“;

5.5.4. where required by applicable law at the place of execution of the Works, prepare the updated inventory building file, the completion procedures of the structure(s) and any other actions required and specified in the procurement documentation and Project;

5.5.5. ensure that it and any person acting on its behalf are in possession of all the permits, qualification certificates or other documents required for the performance of the activities under this Contract that are part of the Contractor's obligations under the Contract;

5.5.6. ensure that all necessary specialists are hired in the execution of the Contract, that the Works are performed properly, within the time limits specified in the Contract and ensuring compliance with the requirements of applicable national law in the place where the Works are performed;

5.5.7. ensure that all its actions and for the suitability, reliability and safety of the construction work methods during the entire duration of the Works;

5.5.8. be responsible for the acts or omissions of the Subcontractor, its authorized representatives and employees in the same way as it is responsible for its own acts or omissions in the transfer of part of the Work to the Subcontractors;

5.5.9. obtain and investigate, to the extent practicable, all necessary information which the Contractor, using all its knowledge and care, could have obtained before entering into the Contract about the risks and circumstances which may affect the Contract price or the Works, including but not limited to:

- Site data and its conditions, Contractor's needs regarding the Site, geological, hydrological and climatic conditions;

- the scope and nature of the Works, the terms of supply of services and goods for performance of Works, taking into account the documents and data of the Project and Annex 2 „Technical specification“ of the Contract, laws and legal acts implementing them, work organization and execution procedure.

- 5.5.10. take responsibility and risk between discrepancy of actual quantities of Works and the reference quantities that can be identified in the documents of the Project;
- 5.5.11. protect the Beneficiary's property from loss, damage or destruction arising out of the Contractor's actions. The Contractor shall take all necessary precautions during the execution of the Works to ensure that the Contractor's equipment and Staff are only on the Site and any additional premises that the Beneficiary can provide to the Contractor as facilities for dressing, storage or administrative purposes;
- 5.5.12. remove all construction waste and garbage from the Site at its own expense;
- 5.5.13. store or transport excess Materials and unnecessary Equipment of the Contractor;
- 5.5.14. clean and maintain access roads, corridors, stairways, and the environment against waste, dust, or other contaminants. The Site and all such premises and roads used for access to the Site shall be secure, marked with warning signs and shall not pose a threat to the CPMA's Staff, the Beneficiary Staff, Building Construction Maintenance Manager and third parties. The Contractor shall be responsible for any repairs to these premises, places or roads which can be required by the CPMA and/or the Beneficiary;
- 5.5.15. ensure, that its staff are qualified, skilled and experienced in the relevant execution of the Works;
- 5.5.16. use only Equipment and Materials suitable for the execution of the Works and the conditions of use in accordance with the requirements specified in the Project;
- 5.5.17. inform the person, assigned by the CPMA and the Building Construction Maintenance Manager (if applicable), before concealing or covering any structures or Work, who shall inspect, review and, if necessary, accept the test results. If the Contractor conceals the structures or Work without informing the CPMA and/or the Beneficiary and/or the Building Construction Maintenance Manager (as applicable), the Contractor shall, upon request, disclose the Work for the inspection at its own expense and, irrespective of the outcome of the inspection, to cover it later;
- 5.5.18. provide all equipment, devices, instruments, manpower, materials and qualified personnel, and provide all documents for the execution of the Works (where required by national law at the place of Work, the Contractor shall provide the CPMA and/or the Beneficiary and/or the Building Construction Maintenance Manager (if applicable) with drawings of Works, geodetic photographs, cadastral records, operating and maintenance manuals and other documentation);
- 5.5.19. notify the CPMA and/or the Beneficiary and/or the Building Construction Maintenance Manager (if applicable) of any planned tests at least 3 business days in advance. Tests shall be deemed to have been performed when their results have been validated by a person appointed by the CPMA and/or the Beneficiary and/or the Building Construction Maintenance Manager (if applicable);
- 5.5.20. make available to the representatives of the CPMA, the Beneficiary, as well as the Building Construction Maintenance Manager (if applicable) and the Construction Project Supervisor (if applicable) the visit to the Site and read all documentation of the Works;
- 5.5.21. ensure, that Contractor's operating and maintenance instructions should be sufficiently detailed to enable the Beneficiary to use, maintain, dismantle, reassemble, adjust and repair the Equipment. The instructions shall describe all mechanical and electrical equipment supplied or installed under this Contract. It must be accompanied by the technical passports, certificates and other necessary documents (if applicable) for the equipment in question;
- 5.5.22. ensure that its and its qualified specialists (e.g. the Designer) are insured for their civil liability and the Works (if required by the applicable national law at the place where the Works are performed). Subject to the provisions of this Clause, compulsory insurance contracts shall be in effect from the beginning of the Works to the date of completion of the Works;
- 5.5.23. at its own expense to protect the CPMA and the Beneficiary, its representatives and employees from any claims, requirements, losses or damage caused by the fault of the Contractor and emerging from any action or inaction of the Contractor in the delivery of the Works. The Contractor shall be informed of such claims, requirements, losses or damage immediately, but not later than within 7 business days from the day when the CPMA or the Beneficiary found out about them;
- 5.5.24. when the Contractor does not perform or improperly performs its contractual obligations in relation to the specifications of the Contract, at the CPMA's and/or the Beneficiary request, to rectify such defects related to the performance of the Works at its own expense, within the reasonable period of time set by CPMA and/or the Beneficiary. The Contractor must comply with this request according to the terms of this Contract;

- 5.5.25. immediately inform the Beneficiary and the CPMA of the formed obstacles in writing if the Contractor faces the circumstances that interfere with the timely performance of the Works laid down in the Contract;
- 5.5.26. immediately notify the Beneficiary and the CPMA of a breach of Contract conditions, where such a breach has been detected;
- 5.5.27. inform the CPMA about changes in the Subcontractor's names, contact information and their representatives throughout the entire period of performing the Contract as well as about new sub-contracting whom s/he intends to invoke at a later date. If the requirements on the absence of the grounds for eliminating the Contractor were applied to the sub-contractors, together with the information about new Subcontractors the documents confirming the absence of the grounds for eliminating the Subcontractors shall be submitted;
- 5.5.28. transfer the Works specified in this Contract to the Beneficiary;
- 5.5.29. after the transfer of the Works, do not use them without the consent of the Beneficiary;
- 5.5.30. upon the end of the guarantee period, immediately, but no later than within 5 business days, destroy all documents, data and information received during or related to the performance of the Contract, except those which storage is mandatory under other legal requirements. The Contractor undertakes to indemnify the CPMA for all losses incurred due to non-performance or improper performance of the obligation provided for in this Clause of the Contract;
- 5.5.31. send to CPMA, the Beneficiary and Building Construction Maintenance Manager Annex 4 "Act of Completed Works" of the Contract and Annex 5 "Act of Transfer and Acceptance of the Works" of the Contract within the terms stipulated in the Contract;
- 5.5.32. provide to the Beneficiary in full the property rights to the Works;
- 5.5.33. not to pose a threat to the national security interests of the Beneficiary country;
- 5.5.34. have no conflict of interest likely to adversely affect the performance of the Contract. Applicable to it's Subcontractors(s) or entities(s) on whose capacity it relies on (if any);
- 5.5.35. not satisfy at least one of the prohibited conditions provided for in the Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, including amendments made by Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014, Council Regulation (EU) No 269/2014 of 17 March 2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine, including amendments made by Council Implementing Regulation (EU) 2022/581 of 8 April 2022;
- 5.5.36. not to fulfil conditions, indicated in Paragraph 2¹ of Article 45 of the Law on Public Procurement of the Republic Lithuania;
- 5.5.37. not to use materials and equipment originating from the states or territories referred in Paragraph 2¹ of Article 45 of the Law on Public Procurement of the Republic Lithuania;
- 5.5.38. comply with economic utility declared in Chapter V of the proposal Annex 6 „Tender of the Contractor“ of the Contract, for which it received economic utility points and submit documents supporting these indicators at the request of CPMA.
- 5.5.39. properly perform all other obligations set forth in the Contract, its Annexes, legal acts applicable to the delivery of these Works and (or) arising from the essence of this Contract;
- 5.5.40. During the performance of the Contract, at the request of the CPMA, the Contractor will be obliged to provide documents proving the country of origin of goods and (or) services for Works.

5.6. The Contractor has the right to:

- 5.6.1. receive payment timely and in full for properly performed Works;
- 5.6.2. terminate the Contract earlier in case of systematic non-fulfillment of CPMA's obligations, notifying the other Parties at least 30 calendar days before the date of termination of the Contract;
- 5.6.3. be granted access to the amount of heat, electricity and water and other services that it can require for the performance of the Works as can be obtained safely, without adverse effect to the Beneficiary, on or near the Site. Unless otherwise agreed, the Contractor shall install the accounting devices and pay the Beneficiary for the consumed resources at market prices paid by the Customer to the energy supply companies, unless agreed otherwise.

6. QUALITY OF WORKS AND GUARANTEE

6.1. The Contractor shall guarantee the quality of the Works and the absence of hidden defects. The quality of Works shall comply with all the requirements set out in the Contract and its Annexes.

6.2. If, following inspection, measurement or testing, any Equipment, Material or Work Quality is found to be defective, or otherwise does not comply with the Contract, the CPMA's and/or the Beneficiary's assigned person and/or the Building Construction Maintenance Manager (as applicable) can reject that part of the Equipment, Materials, or Quality of Work by notifying the Contractor in writing and stating the reasons accordingly. In such event, the Contractor shall remedy any defects or change in the Materials or Equipment so as to conform to the Contract within a reasonable period agreed in writing with the CPMA and the Beneficiary.

6.3. The guarantee period for the Works shall be under the applicable national law in accordance with the place of performance of the Works. The Contractor shall perform any defect or damage repair work upon the Beneficiary's request during the guarantee period. The Contractor shall perform the Works at its own expense and risk, if such Works are related to Materials not in accordance with the Contract, poor quality of work or failure of any of the Contractor's obligations under the Contract.

6.5. The Beneficiary who identifies defects in the Works or other deviations from the Contract after the transfer and acceptance of Works, if such defects or deviations could not be identified at the time of taking over the Work (hidden defects or arising during the building guarantee use), and if they were intentionally concealed by the Contractor, they shall be notified to the Contractor in writing.

7. LIABILITY OF THE PARTIES

7.1. In case of non-fulfilment or improper fulfilment of obligations under this Contract, the Parties shall be liable in accordance with this Contract and applicable law.

7.2. The Contractor's liability for non-performance of any contractual obligations indicated in the Special Conditions of the Contract shall be valid for the period of time after the delivery of the Works established by laws which the Contract is subject to.

7.3. The payment of penalty/interest shall not release the Parties from the performance of obligations hereunder.

7.4. The payment of penalties/interests shall not prejudice a Party's right to require the other Party to compensate for direct losses incurred by it.

7.5. Any penalty is applied without reducing other remedies according to the Contract.

7.6. By applying the penalty CPMA is not obliged to prove to the Contractor that CPMA has suffered losses.

7.7. Any penalty shall be without prejudice to the CPMA's rights to claim compensatory damages, also in the amount exceeding the contractual penalty. Each Party shall be entitled to direct losses from the other Party resulting from improper performance or non-performance of obligations under the Contract by the other Party up to a maximum of 5 times the Initial value of the Contract, unless the legislation provides for the reimbursement of a higher amount. The Contractor must compensate for direct losses incurred by the CPMA. The limitation of the amount to be reimbursed provided for in this point shall not apply if the damage is caused by the Party's deliberate action or gross negligence, confidentiality obligations or specific requirements related to safeguarding the national security interests of the Beneficiary country or applicable national and international restrictive measures. The CPMA is liable only for direct losses or damages directly and clearly caused by the fact that the CPMA has not fulfilled.

7.8. Contractor undertakes to compensate the other Party for direct damages and expenses incurred as a result of non-performance or inappropriate performance of obligations assumed hereunder to the extent this does not conflict with applicable compulsory law of the Parties.

7.9. The Contractor bear full liability for direct losses and costs caused at its fault in connection with the delivery of the Works.

7.10. Contractor shall be liable for the losses incurred by third parties as a result of the Contractor's failure to provide security at the Site and/or in other ways breaching the Contract, and shall relieve the Beneficiary and the CPMA of this liability towards third parties. The Contractor shall indemnify the Beneficiary and the CPMA for any loss they may incur as a result of these claims against third parties.

7.11. Contractor shall assume full responsibility for the Works from the beginning of the Works until the Works are transferred to the Beneficiary. If any damage to or loss of the Works, Materials or Equipment occurs beyond the Contractor's responsibility and is not the responsibility of the Beneficiary, the Contractor shall repair the

loss or damage at his or her own risk and expense so that the Works, Materials or Equipment comply with the Contract.

7.10. The CPMA shall have the right to deduct default interest or penalty from any payment made to the Contractor.

7.11. Contractor has the right to deduct default interest or penalty from payment made to CPMA in case of delays in payment period defined under this Contract.

7.12. The Parties undertake to immediately inform other Parties about circumstances, which may have a material impact on the performance of the Contract.

7.13. CPMA does not compensate to the Contractor any losses incurred by it, only pays for the Works properly performed by the Contractor.

8. SUSPENSION OF PERFORMANCE OF THE CONTRACT AND TERMINATION OF WORKS

8.1. In the event that circumstances render the Contractor unable to perform its contractual obligations, the Contractor shall immediately inform the CPMA and the Beneficiary thereof, providing information and documents proving the impossibility of performing the contractual obligations due to circumstances beyond the control of the Contractor. If the circumstances that prevented the Contractor from fulfilling its contractual obligations disappear, the performance of the suspended obligations shall be renewed.

8.2. In important circumstances beyond the control of the Contractor, due to which the Contractor is unable to fulfill its contractual obligations and/or in other unforeseen circumstances, CPMA has a right to suspend the Contractor's obligations or any part thereof that cannot be performed.

8.3. CPMA can, at any time, instruct the Contractor to suspend the execution of all Works (or part of them), specifying (if possible) the duration of the suspension, in writing, of changes in circumstances which prevent them from continuing the Works and become known after the Contract has been concluded. Circumstances which may cause termination of works include:

8.3.1. additional required designing services, without which the Contract cannot be completed;

8.3.2. delays in the transfer of part of the Site;

8.3.3. third-party's influence;

8.3.4. suspended funding or lack of funding;

8.3.5. Site not vacated on time;

8.3.6. additional time necessary for the procurement of additional Works;

8.3.7. any unforeseen actions of the natural forces that no experienced contractor would have expected;

8.3.8. physical obstacles or non-climatic physical conditions encountered while working on the Site, and such obstacles or conditions could not reasonably have been foreseen by the Contractor;

8.3.9. any delay or malfunction due to the Change;

8.3.10. other unforeseen circumstances that were unknown at the time of the procurement and which any Contractor would face.

8.4. Suspended Works (or part of them) shall not be performed until the renewing of the execution of the Works (of part of them). At the written request of the Beneficiary and/or the CPMA, the Works (of part of them) shall be renewed when the circumstances which led to their suspension cease to exist. In the event of a renewal of Works (of part of them), the Works shall be carried out within the period of the period (time) remaining before the termination.

8.5. During the period of suspension, Works implementation object shall be maintained, stored, and protected from damage, loss or damage by the Contractor (if necessary). If a suspension period of more than 3 months is foreseen for all Works (or part of them), conservation of Works implementation object shall be carried out (if necessary and upon request of the CPMA and/or the Beneficiary) to protect the building structure, engineering systems, engineering networks and equipment of the building from the harmful effects of atmospheric agents, to ensure human safety on the Site and prevent environmental pollution (it shall be applied in the event of a risk to the object of the Works, the environment or human safety). In the case provided for in this clause, the Contractor shall be entitled to reimbursement of reasonably incurred additional costs.

8.6. If the suspension of the Works is more than 91 days in accordance Clause 8.3. of the General Conditions of the Contract, the Contractor can request a permission to resume the execution of the Works. If no such permission is granted within 21 days, the Contractor can request termination of the Contract. In the event of

such termination of the Contract, the scope of the Works and the amounts payable to the Contractor shall be determined and signed by the Parties.

8.7. In cases where the suspension of performance of the Contract lasted longer than the time remaining until the completion of the contractual obligations of the Contractor, the Contractor's contractual obligations shall be extended for the period that remained at the time of suspension until the end of the Contractor's contractual obligations.

8.8. In cases where the suspension of performance of the Contract lasted shorter than the time remaining until the completion of the contractual obligations of the Contractor, the Contractor's contractual obligations shall be extended for the period for which it has been suspended.

8.9. Suspension of contractual obligations shall be concluded in writing, stating the reasons and the period for suspension, and shall be accompanied by supporting documents.

8.10. Renewal of performance of the Contract shall be concluded in writing.

9. VALIDITY AND AMENDMENT OF THE CONTRACT

9.1. The Contract shall take effect upon signing by the authorized representatives of the Parties and shall be valid until the full performance of the contractual obligations of the Parties, but not later than the completion of all obligations under this Contract.

9.2. Contract conditions may not be amended during its validity period only in writing and signed by all Parties, except for the cases provided for in Article 89 of the Law on Public Procurement of the Republic of Lithuania and in the cases of Clause 9.3. of General Conditions of the Contract.

9.3. Contract price shall not be changed during the term of the Contract, except in these cases specified:

Change due to changed tax:

9.3.1. if the value added tax (VAT) rate increases or decreases, the Contract price shall be increased or decreased accordingly. The recalculation shall be made after the entry into force of the act amending the tax rate. The recalculated Contract Price shall take effect from the date of entry into force of the rate in the law amending the value added tax. Price formula of Contract Price recalculation upon the change of the VAT rate is as follow:

$$S_N = A + \frac{(S_S - A)}{(1 + \frac{T_S}{100})} \times (1 + \frac{T_N}{100})$$

S_N - Recalculated Contract Price (including VAT)

S_S - Contract Price (including VAT) before recalculation

A - The price of completed works (including VAT) before recalculation

T_S - Old VAT rate (in %)

T_N - New VAT rate (in %)

Amendment of changed Contract Price is formalized by an additional agreement to the Contract.

Change due to changes in scope of work:

9.3.2. Upon completion of the amendment in accordance with Clause 9.3.7. of the General Conditions of the Contract, the Contract price can be adjusted by the amounts of additional/non-performed Works by entering into a Contract to adjust the Contract price. The cost of the additional/non-performed Works shall be calculated in the following ways, with priority being given to the above method, i.e. only if the above method is not available, the method below can be used:

9.3.2.1. adjusting the price(rate) of the Works specified in the Contract, or

9.3.2.2. if possible, by deducting part of the price of Work from the individual component of the procurement object priced in the contract or the estimated price (for example, deducting the plastering price from the "Plastering, plastering, painting" work rate provided for in the Contract;

9.3.2.3. adjusting the Contract prices (rates) for similar works. Similar works must be substantiated and set by the CPMA;

9.3.2.4. having estimated justified direct costs (wages and related costs, costs of construction products and equipment, machinery) and indirect costs (overheads, construction sites, profit) in accordance with the provisions of the Methodological Annex "Rules for Calculating Direct and Indirect Costs".

9.3.3. CPMA and/or the Beneficiary can order to make Changes under the conditions set out in this Chapter. Changes can include as follow:

- change of the installation place or position of any part of the Works or changes of levels, positions and/or dimensions of the Parts of the Works;
- rejection or reduction of any individual Work.
- changes in the quality of Work or other characteristics of any individual Work.
- any additional Work, Equipment, and Materials.

9.3.4. The justification for the Change shall be documented (e.g. defective (change) act, drawings (incl. correction of the Project in accordance with its new release) or other documents) to be approved by the signatures of the Contractor, the Constructio Project Supervisor (if applicable) and the Designer (if applicable) and/or the Building Construction Maintenance Manager (if applicable), and agreed in writing with the CPMA and the Beneficiary.

9.3.5. Change shall be formalised in the Contract or protocol for the change of Works, specifying the titles, units, quantities, technical solutions (such as drawings, etc.), justification and calculation of rating/pricing (in accordance with Clause 9.3.3. of the General Conditions of the Contract. Such agreement or protocol shall be approved and signed by the Parties and Building Construction Maintenance Manager and shall form an integral part of the Contract. If the Change is made in cases other than those defined in this Chapter, such Change shall be the subject of a separate procurement, i. e. a new procurement procedure according to the requirements of the legal acts of the Republic of Lithuania.

9.3.5. Changes shall be formalised as follows:

9.3.5.1. if it is necessary/expedient to **discontinue** a separate Work or if it is necessary/expedient to reduce the scope of the Works, the Contractor shall submit a local estimate of the unfeasible works, including the prices of the unfeasible works calculated in accordance with the methods for determining the price of the Works referred to in Clause 9.3.3. of the Genberal Conditions of the Contract, and upon the CPMA's and/or the Beneficiary and/or Building Construction Maintenance Manager evaluation of the Annex 6 „Tender of the Contractor“ of the Contract, Contract Price shall be adjusted;

9.3.5.2. if it is necessary/expedient to carry out **additional** works, the Contractor shall submit a proposal for additional Works, i. e. the local estimate of additional Works made in accordance with the methods for determining the price of the Works referred to in Clause 9.3.3. of the Genberal Conditions of the Contract, and upon the CPMA's and/or the Beneficiary and/or Building Construction Maintenance Manager evaluation of the Annex 6 „Tender of the Contractor“ of the Contract, Contract Price shall be adjusted;

9.3.6. Annex 4 "Act of Completed Works" of the Contract and Annex 5 "Act of Transfer and Acceptance of the Works" of the Contract shall comply with the changes made in the execution of the Works according to the order of the CPMA.

Other changes:

9.3.7. The components of the Works (resources, technical specifications, etc.) specified in the Annex 6 „Tender of the Contractor“, which are not specified in the Annex 2 „Technical specification“ of the Contract, can be changed only with the CPMA consent insofar as such modification does not conflict with the solutions of the Annex 2 „Technical specification“ (Project, explanatory notes, and drawings). Such changes shall not be deemed to be the Change.

9.3.8. If the Material, Equipment, or machinery of the Works, specified in the Annex 6 „Tender of the Contractor“ of the Contract are no longer produced, the Contractor provides the CPMA, the Beneficiary and Building Maintenance Manager with a letter from the producer confirming this or a reference to the information officially published by the producer, the Contractor may deliver to the Beneficiary Material, Equipment, or machinery different model from the same producer or another producer than indicated in the Annex 6 „Tender of the Contractor“ of the Contract, which meets the requirements of the Annex 2 „Technical Specification“. These Material, Equipment, or machinery must be delivered at a price not exceeding the price specified in the Annex 6 „Tender of the Contractor“. In order to use this clause of the Contract, the Contractor must contact the CPMA in writing and receive its written consent.

9.3.9. If specific models, particular process or trademark, patent, type, Material, Equipment, or machinery of a particular manufacturer or origin are specified in the Project, analogous Materials, Equipment, or machinery of not worse parameters and quality can be used.

9.3.10. If any construction participant becomes aware of a Project error or technical defect under which the Contractor must execute the Works, the Contractor shall immediately inform the CPMA, the Beneficiary and Building Construction Maintenance Manager thereof. Upon receipt of such notification, the CPMA, the Beneficiary and Building Construction Maintenance Manager shall provide the Contractor with the missing information, appropriate explanations and (if necessary) formalise the Change.

9.3.11. If the Contractor encounters conditions on the Site which it could not reasonably have foreseen prior to signing the Contract, the Contractor shall immediately, but not later than within 5 days, inform the CPMA and the Beneficiary and detail the circumstances. If the Contractor, for the reasons mentioned in this Clause, delays completion of the Works and/or incurs additional Costs, the Contractor shall be entitled to claim an extension of the term of execution of the Works and payment of such additional Costs to which he or she would have been subject, if it had notified of it immediately.

9.3.12. Change of the terms and conditions of the Contract may be initiated by either Party by submitting a corresponding request and supporting documents to the other Parties and/or Building Construction Maintenance Manager. Upon receipt of such a request, the Parties must examine it within 10 business days and provide the other Party with a reasoned written response.

9.3.13. The Parties shall have the right to change contact persons listed in Clauses 7 and 8 of the Special Conditions of the Contract having informed each other in writing 2 business days in advance to changing of contact persons.

9.3.14. The term of delivery of the Works may be extended only during the Project implementation period (including extension periods, if any) under the following conditions:

9.3.14.1. the legal regulation changes and this affects the deadline for fulfilment of the Contractor's obligations and/or

9.3.14.2. the instructions given to Contractor by CPMA and/or Beneficiary affect the terms of performance of the Contractor's obligations and/or

9.3.14.3. there is a delay, the need to change obstacles or obstacles, the occurrence of which is not affected by Contractor and for which he is not liable, and which are caused and attributable to the CPMA and/or the Beneficiary or their Staff, or to third parties and/or

9.3.14.4 exceptionally unfavourable natural conditions (applicable to Works whose quality depends on natural conditions) that were unforeseeable or that no experienced contractor would have expected and assessed and/or

9.3.14.5. is due to other circumstances which each Party could not reasonably and prudently foresee.

10. TERMINATION OF THE CONTRACT

10.1. If the Contractor fails to perform or performs any obligations under the Contract improperly, the person appointed by the CPMA and/or the Beneficiary and/or the Building Construction Maintenance Manager (as applicable) can instruct the Contractor in writing to perform the obligations or correct the improperly performed Works within a reasonable time.

10.2. If the Contractor terminates the Works, delays in the performance, the Contractor shall be deemed not to complete the Works within the terms of Works, and shall fail to provide the CPMA, the Beneficiary and the Building Construction Maintenance Manager with reasonable evidence to justify the delay in the Works, the

CPMA can submit a notice stating the failure to fulfill obligations with the requirement to execute the Works faster. If the Contractor, upon receipt of such notice, fails to take action to fulfill its obligations, then the CPMA can terminate the Contract by submitting a second notice under the in Clause 6.6. of the Special Conditions of the Contract. This Clause does not apply in the event of delay due to reasons beyond the Contractor's control;

10.3. The CPMA shall terminate the Contract and remove the Contractor from the Site in any of the cases or circumstances listed in this Clause 21 days prior notice to the Contractor when:

10.3.1. the Contractor commits the essential breach of the Contract, indicated in the Chapter 6 of the Special Conditions of the Contract;

10.3.2. when the Contractor provides the Works of improper quality and fails to fulfill the instructions of the CPMA and (or) the Beneficiary and (or) Building Construction Maintenance Manager to correct improperly performed or unfulfilled contractual obligations within a reasonably determined period;

10.3.3. the amount of default interest calculated in accordance with the Clause 5.2 of the Special Conditions of the Contract exceeds 5 percent of Contract price;

10.3.4. when the Contractor transfers the Contract (Works or part of the Works) to the third parties without the knowledge of the CPMA and the Beneficiary;

10.3.5. when the Contractor goes bankrupt or is liquidated, when it suspends economic activity, or when a similar situation arises in accordance with the procedure provided for by laws and other legal acts;

10.3.6. when there is a change in the organizational structure of the Contractor - the legal status, nature or management structure and this affects the proper performance of the Contract, except in cases when these changes result in a change of the Contract;

10.3.7. when it turns out that the Contractor has won the public procurement by illegal actions. Unlawful acts may be equated with the provision of false information, acts of corruption, conflicts of interest, other acts not defined in this Clause, but having unlawful characteristics;

10.3.8. if the Contractor should have been excluded during the procurement procedure;

10.3.9. if the Contract has been modified in violation of Article 89 of the Law on Public Procurement of the Republic of Lithuania;

10.3.10. in the event of circumstances specified in Chapter 8 „Special requirements related to safeguarding national security interests“ of the Special Part of the Procurement Conditions.

10.4. Irrespective of the Contractor's actions, the CPMA shall have the right to terminate the Contract at any time due to objective circumstances beyond its control, by notifying the Contractor in written at least 30 days in advance. In this case, the Contractor shall be paid:

10.4.1. for any properly performed Work at the prices set forth in the Contract;

10.4.2. Costs on the Equipment or Materials for the Works and purchased by the Contractor for that purpose. When the CPMA's pays, these Equipment and Materials become the property of the Beneficiary;

10.4.3. any other Costs or Liabilities reasonably incurred by the Contractor expecting to complete the Works.

10.5. The CPMA shall not have the right to terminate the Contract on the grounds that it intends to perform the Works himself or herself or to oblige another contractor to perform them.

10.6. The Contractor can, in any of the cases or circumstances listed in this Clause, terminate the Contract for the following material breaches of the Contract by giving 14 days written notice to the CPMA:

10.6.1. if it does not receive the full payment within 30 days of the end of the term specified in Clause 3.6. of the General Conditions of the Contract (except deductions in accordance with the provisions of the Contract (if applicable));

10.6.2. CPMA fails to fulfill its obligations under the Contract in full;

10.6.3. suspension of the Works pursuant to Clause 8.6. of the General Conditions of the Contract lasts for more than 112 days. The total suspension of the Works shall be more than half the term of the Works and more than 112 days. The Contractor's choice to terminate the Contract shall not prejudice any other right of the Contractor or otherwise arising from the Contract;

10.6.4. if the Contractor terminates the Contract in accordance with Clauses 10.6.1 and 10.6.2. of the General Conditions of the Contract, it shall be entitled to a refund of the costs of the suspension and leaving the site, together with a fine, as indicated in Clause 5.5. of Special Conditions of the Contract.

10.7. In the event of termination of the Contract, pursuant to any clause of the Contract, the Contractor shall, within the time specified by the CPMA:

- 10.7.1. discontinue all further Work, except as required to save life or property or for the safety of Work;
- 10.7.2. transfer Equipment and Materials already paid for to the Beneficiary.
- 10.7.3. remove all Contractor's equipment and other items from the Site and leave the Site.
- 10.8. The termination of the Contract shall not relieve the Parties from proper performance thereof, if the emerged obligations were not fulfilled before the termination. The Contractor must continue to comply with reasonable instructions from the CPMA and/or the Building Construction Maintenance Manager (if applicable) regarding the preservation of property or the safety of the Works.
- 10.9. The CPMA shall determine the remaining amounts payable to the Contractor for the duly executed but unpaid Works. However, the CPMA can, at the expense of the Contractor, cover any losses and additional Costs associated with the repair of the defects, other Costs incurred by the CPMA under this Contract, or a fine, as indicated in Clause 5.4. of Special Conditions of the Contract. In the event of a claim for damages, the fine shall be set off as the loss. The CPMA, after making such deductions, shall pay the remaining amount payable to the Contractor.
- 10.10. The provisions of this Contract relating to liability and settlement between the Parties under this Contract, guarantee obligations, as well as any other provisions of this Contract which, by their nature remain in force after termination of the Contract, remain in force after termination of the Contract for the full performance of this Contract.
- 10.11. The Contract may also be terminated by a written agreement of all the Parties
- 10.12. If any provision of the Contract becomes or is declared totally or partially void, this shall not affect the validity of other provisions of the Contract.

11. FORCE MAJEURE

- 11.1. The Parties shall be released from liability for full or partial non-performance of obligations under the Contract, if this non-performance was caused by force majeure circumstances. Force majeure circumstances mean the circumstances of extraordinary events that occurred after the signing of this Contract and which the Parties could neither predict nor prevent in the usual way. Such force majeure circumstances include floods, fires, earthquakes and other natural phenomena, as well as hostilities, any decisions of the authorities and management, as well as any other circumstances beyond the control of the Parties and directly impede the implementation of this Contract. Force majeure circumstances established and proved by the Party experiencing them in accordance with the Civil Code of the Republic of Lithuania and the Regulations Regarding Exemption from Liability under Force Majeure Circumstances, adopted on 15 July 1996 by the Decision No. 840 of the Government of the Republic of Lithuania "Regarding the approval of the regulations regarding the exemption from liability under Force Majeure circumstances" or the legislation in force at the place of delivery of the Works, provided that the Party has notified immediately the other Party of the impediment and its effect on the fulfilment of its obligations.
- 11.2. In case of non-fulfillment or partial fulfillment of obligations under this Contract as a result of force majeure, the Party affected by such circumstances shall immediately send a written notice to the other Party within 5 (five) calendar days from the date of occurrence of such circumstances.
- 11.3. The concept of force majeure does not include the circumstances that have influenced a Party's activity, which were considered by the Parties upon entering into this Contract, i.e. circumstances and conditions that may occur in economy, decisions of state and municipal institutions that caused a reorganisation, privatisation, liquidation, change of the type of business, suspension (hindering) of the business of any of the Parties, also other circumstances that should be regarded as special, but are likely to occur at the time of entering into the Contract. The concept of force majeure also does not include the fact of no availability of the Works and Works, needed for the implementation of the obligations, or that a Party does not have the necessary financial resources or that the Party's counterparty violate their obligations. The circumstances, which affected the activity of the Party and which the Parties have taken into account when concluding the Contract, i. e. circumstances that should be considered extraordinary but plausible.
- 11.4. When these circumstances have expired, one Party shall notify the other Parties in writing under any circumstances within 5 (five) calendar days from the date of termination of the circumstances. The notification shall indicate the time from which the Party proposes to continue to fulfill its obligations under the Contract.

11.5. If the specified circumstances last more than 30 (thirty) days, each Party has the right to terminate this Contract unilaterally by sending a written notice to the other Party. Such notice shall be given by the Party intending to terminate the Contract to the other Party in writing at least 10 days before the expected date of termination of the Contract.

11.6. The fact of existence and effect of force majeure, referred to by one of the Parties under this Contract, as a ground for release from liability for non-performance or incomplete performance of its obligations under this Contract, must be confirmed by a document issued by the Chamber of Commerce of Lithuania, or another authorized body, the obligation to obtain which rests with such Party.

11.7. If the Contractor is unable to fulfill its contractual obligations due to the military actions of the Russian Federation, it shall inform about this CPMA immediately (i.e. as soon as it becomes possible to provide information to CPMA) by e-mail or other means of communication. The period during which the Contractor due to the military actions of the Russian Federation could not fulfill obligations according to the Contract, is not included in the term of provision of Works provided in Clause 2.1 of the Special Conditions of the Contract.

12. GROUNDS AND PROCEDURES FOR CHANGING SUBCONTRACTORS

12.1. The Contractor cannot change the Subcontractor referred in the Annex 6 „Tender of the Contractor“ of the for the entire duration of the Contract without the written consent of CPMA and the Beneficiary.

12.2. The Subcontractor can be changed only in the following cases:

12.2.1. when the Subcontractor has initiated bankruptcy, liquidation or restructuration proceedings or is in an analogous situation;

12.2.2. when subcontractor due to objective reasons (upon the termination of the legal relationship with the Contractor, refusal of Works delivery and etc.) are no longer able to provide all or part of the Works specified in the Contract

12.2.3. if the CPMA and/or the Beneficiary are reasonably dissatisfied with the Subcontractor appointed by the Contractor, the Contractor must replace such Subcontractor(s) at the CPMA's written request on time indicated by CPMA.

12.3. In order to change the Subcontractor, the Contractor should notify the CPMA and the Beneficiary in writing 5 business days in advance and obtain the written consent of the CPMA and the Beneficiary.

12.4. New Subcontractor should have no lower qualifications and should have no exclusion grounds (if requirements have been made for it) and pose no threat to the national security of Beneficiary country and not restricted by international or national restrictive measures, than specified in the procurement documentation. Contractor must provide supporting documents.

12.5. The CPMA and the Beneficiary shall submit a written reply to the Contractor regarding the nomination of a new Subcontractor no later than within 3 working days from the receipt of information about the new specialist from the Contractor. A new Subcontractor may begin to fulfil their obligations assigned to them by the Contractor under the Contract no earlier than the receiving the consent of CPMA and Beneficiary.

13. CONFIDENTIALITY

13.1. During the implementation of the Contract and for an indefinite period after its termination, the Parties undertake to maintain the confidentiality of information, which means any data provided by each Party to the other under the Contract. Do not disclose fully or partially confidential information to any third party without the written consent of the other Party, except as provided by applicable laws.

13.2. The Contractor hereby undertakes to:

13.2.1. use all information and (or) data received during the performance of the Contract only for the fulfilment of the obligations assumed under this Contract, for the delivery of the Works provided for in the Annex 6 „Tender of the Contractor“, for the achievement of the purpose of the public procurement. The Contractor shall ensure that all information and (or) data received will be used only by those specialists of the Contractor who have been specified in the Annex 6 „Tender of the Contractor“, or have been replaced in accordance with the procedure provided for in this Contract. Failure to comply with the obligations referred to in this Clause shall be considered an essential breach of the Contract. The Contractor undertakes to indemnify for direct losses incurred due to non-performance or improper performance of the obligation provided for in this clause of the Contract;

13.2.2. keep confidential data and (or) information related to the Contract by all possible means, including but not limited to personal data confidentiality, integrity, not to copy, modify, destroy, distribute, disclose or in any way disclose or transfer them to third parties, not to copy them for commercial, personal or other purposes. The Contractor undertakes to indemnify for all losses incurred due to non-performance or improper performance of the obligation provided for in this Clause of the General Conditions of the Contract. Failure to comply with the obligations referred to in this Clause shall be considered an essential breach of the Contract;

13.2.3. ensure confidentiality throughout the performance of the Contract and for an indefinite period thereafter. The Contractor and (or) its Subcontractors, employees, specialists, experts shall not have the right to disclose or otherwise disclose or transfer to third parties, except in the case provided for in this Clause, information and (or) data obtained or transferred to it during the performance of the Contract as well as nor is it entitled to use the information and (or) data obtained for the performance of the Contract for personal needs or needs of a third party. All information and (or) data provided by the Beneficiary or the CPMA to the Contractor or the said information and (or) data obtained during the performance of the Contract shall be considered confidential. The confidentiality obligations provided for in this Clause shall not apply to the disclosure of information and (or) data obtained during the performance of the Contract, when the obligation to disclose it is provided for in the legal acts of the Republic of Lithuania and/or Beneficiary country. Failure to comply with the confidentiality or data processing obligations referred to in this Clause shall be considered an essential breach of the Contract.

14. DISPUTE RESOLUTION AND APPLICABLE LAW

14.1. All disputes arising between the Parties shall be settled through negotiations. Upon the formation of a dispute, the Parties shall lay down their opinion to the other Parties in writing and propose a solution to the dispute. Having received a proposal to resolve a dispute by negotiation, the Parties shall respond thereto within 14 calendar days. A dispute shall be resolved in no more than 30 calendar days from the start of negotiation.

14.2. In case of a failure to resolve disputes by negotiations, all disputes shall be resolved in court in accordance with current legislation of Lithuania.

14.3. The Contract shall be regulated by national legislation of Lithuania.

14.4. If conditions of any of the Contract are declared invalid, while other conditions of the Contract remain valid, the contractual Parties undertake to amend or supplement this Contract with such provisions, which would reflect their true intentions, which were provided for in the provisions declared invalid, to the maximum.

15. MISCELLANEOUS

15.1. The Parties guarantee and represent that they:

15.1.1. have concluded the Contract in good faith, having the objective and seeking to fulfil Contract's conditions and being capable (financially and in terms of having human and other necessary resources and instruments) of actually fulfilling the conditions laid down in the Contract and Annexes thereto;

15.1.2. are solvent, and no bankruptcy or restructuring proceedings have been instituted against them (or are not planned to be instituted against them), and their liquidation is not planned;

15.1.3. have the full right and all the necessary permits, consents, confirmations and powers to conclude this Contract and perform obligations provided for therein;

15.1.4. neither Party to the Contract may assign their rights and duties under the Contract to any third person without the written consent of another contractual Party, except for the cases provided for by laws and other legal acts of the Republic of Lithuania;

15.1.5. keep all documents and information received under the Contract confidential, and shall not have the right to transfer them to any third party, and shall not publish and disclose any provisions of the Contract, except for cases when this is necessary for the performance of the Contract, or which must be disclosed according to applicable legislation, is transferred, published or disclosed. If an agreement cannot be reached on whether some provisions of the Contract must be published or disclosed, the CPMA shall make the final decision thereon. This condition shall remain valid after the termination or expiry of the Contract.

15.2. For the purposes of this Contract, the term "in writing" means by email, post or personal delivery. This clause of the Contract shall be not applied to documents which, in accordance with the legislation of the Parties, must be signed by them and kept in paper form.

15.3. The Contract is concluded in 3 copies, which have equal legal effect, one copy for each Party. The Parties shall sign each sheet of the Contract.

15.4. During the correspondence between the Parties related to the implementation of the terms of this Contract, the Parties exchange letters, reports, inquiries, etc., which are sent, but not limited to via: mail, courier, e-mail.

16. ADDRESSES, BANKING DETAILS AND SIGNATURES OF THE PARTIES

CPMA: Public Institution Central Project Management Agency S. Konarskio str. 13, LT-03109 Vilnius Company code 126125624 Bank: Luminor Bank AS Account No. LT43 4010 0510 0473 3416 Tel. +370 5 251 44 00 E-mail: info@cpva.lt Position Name, surname _____ A. V. « _____ » _____ 20 _____	Beneficiary: Name Address Company code Bank Account No. Tel. E-mail: Position Name, surname _____ A. V. « _____ » _____ 20 _____
Contractor: Name Address Company code Bank Account No. Tel. E-mail: Position Name, surname _____ A. V. « _____ » _____ 20 _____	

TECHNICAL SPECIFICATION

VAT INVOICE No.**Date:** _____**Contractor:**

Name, title:

Address:

VAT code:

Payer code:

Bank:

Bank code (SWIFT):

Bank account (IBAN) No.:

Beneficiary:

Name, title:

Address:

Company code:

CPMA (Payer):Name: **PI Central Project Management Agency**

Address: S. Konarskio str. 13, LT-03109 Vilnius

Company code: 126125624

Work title	Unit	Quantity	Unit price excluding VAT, Eur	Total excluding VAT, Eur
<i>[Works under _____ No. 2__ / _____ dated to _____ 2__]</i>				
VAT ____ %				
Total including VAT				

Total must be paid _____
(amount in words)

Billed by:

The Contractor's authorized person: _____
(name, surname, signature)

The bill was accepted by:

Person authorized by the CPMA (payer) _____
(name, surname, signature)

ACT OF COMPLETED WORKS No. ____

Date _____

CPMA:

Beneficiary:

Contractor:

Object:

No	Name of Work	Unit of measurement	Price of Unit of measurement €, excl. VAT	Total number of Units	Amount €, excl. VAT (3 x 4)
	1	2	3	4	5
Sum excl. VAT, €:					
VAT (__ %)					
Total amount including VAT, €:					

Beneficiary

CPMA (Payer)

Contractor

_____ 20__ _____ 20__ _____ 20__

Building Construction Maintenance Manager (as applicable)

_____ 20__

ACT OF TRANSFER AND ACCEPTANCE OF THE WORKS*[Place of concluding the Act],*

[Name of Contractor] represented by acting under hereafter referred to as the Contractor, *[Name of the CPMA]*, represented by acting under hereafter referred to as the CPMA, and *[Name of the Beneficiary]*, represented by acting under hereafter referred to as the Beneficiary (hereinafter collectively referred to as the Parties and individually as the Party) pursuant to the *[Contract title, date of conclusion]* concluded between the Parties (hereinafter referred to as the Contract), and additional agreements No. concluded the following Act of Transfer and Acceptance of Works:

1. The Contractor shall transfer the Works performed to the Beneficiary *[Title of the Works coincides with the title of the Works in Clause 2.1 of the General Conditions and Clause 1.1. of the Special Conditions of the Contract]* and the Beneficiary accepts these completed Works.
2. The CPMA undertakes to pay the Contractor the remaining amount of € (.....) for the Works completed in accordance with the procedure established by the Parties in the Contract.
- [3. The Parties hereby confirm that the Works have been fully and properly completed. The Beneficiary and the CPMA shall have no claims to the Contractor regarding the quality of the Works completed.]
- [3. At the time of acceptance of the Works, it was determined that the Works were defective (materials of poor quality were used, the Works do not comply with the provisions of the Contract, etc.). A List of Defects is attached. Defects must be remedied within *[insert number of days not exceeding 28 days]* days after the date of signing this Act of Transfer and Acceptance.

[Optional according to situation]

4. This Annex has been executed in 3 (three) copies, one for each Party. All original copies of the Agreement are of equal legal force.

The Contractor

[Name]
[Registered address]
[Telephone, fax]
[Entity code]
[VAT payer's code]

CPMA

[Name]
[Registered address]
[Telephone, fax]
[Entity code]
[VAT payer's code]

Signature
[Position and full name]

Signature
[Position and full name]

BENEFICIARY

[Name]
[Registered address]
[Telephone, fax]
[Entity code]

[VAT payer's code]

Signature
[Position and full name]

Building Construction Maintenance Manager (if applicable)

[Full name]
[Certificate No.]

Signature

[ANNEX: List of Defects, including a reasonable time for the remedy of defects]

Annex No. 6 to the Contract

TENDER OF CONTRACTOR

Annex No. 7 Local estimates

LOCAL ESTIMATES