**Annex to the offer**

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| **Name** | | **Item** | | **Entry** | |
| Name and address of the customer | | 1.1.2.2 & 1.3 | | LITGRID AB  Addressee: Karlo Gustavo Emilio Manerheimo str. 8, Vilnius, Lithuania  Telephone: + 370 70702171  E-mail: info@litgrid.eu | |
| Representative of the customer | | 1.15 | |  | |
| Name and address of the contractor\* | | 1.1.2.3 & 1.3 | | The Contractor is an open consortium between  Siemens Energy Oy Lithuanían Branch  (Consodium Lead)  Legal form of the legal entity:  Lithuanian branch of Siemens Energy OY  Registered office:  J. Jasinskio str. 16C, 03163,  Vilníus, Lithuania  phone: +370 5 2391500  e-mail: info.lt@siemens.com  The name of the Register accumulating and storing the  data about the Supplier:  State Enterprise Centre of Registers,  Legal entity code - 305427888;  Code ofthe value added tax payer -LT100012911819  And  Siemens Energy Global GmbH & Co, KG  Registered office:  Freyeslebenstr. 1  91 058 Erlangen, Germany,  phone: +49 (9131) 17-35552  The name of the Regíster accumulating and storíng the data about the Supplier - Hanselsregister.  Legal entity code - HRA111200;  Code of the value added tax payer - DE325998031 | |
| Representative of the contractor | | 1.1.2.5 & 4.3 | |  | |
| Engineer | | 1.1.2.4 & 1.3 | |  | |
| Completion term | | 1.1.3.3 | | The completion terms are indicated at the end of this annex to the tender. | |
| Term for notification about defects | | 1.1.3.7 | | The following terms for notification about defects (guarantee terms) are established, they shall be calculated from the guarantee term commencement date:  (a) for mechanical – technological part of the works – terms established under other documents of the contract, in case the documents of the contract do not establish such terms – 2 years, nevertheless, in any case, not shorter than the guarantee term granted by the manufacturer of certain equipment (part thereof);  (b) for evident defects of the buildings – 5 years;  (c) for hidden defects of buildings, including defects in hidden elements of the buildings - 10 years;  (d) for deliberately hidden defects of the buildings – 20 years. | |
| Applicable law | | 1.4 | | Law of the Republic of Lithuania | |
| Main language | | 1.4 | | Lithuanian language | |
| Communication language | | 1.4 | | Lithuanian language and/ or English language | |
| Time for accessing the construction site | | 2.1 | | From the moment Site transfer and acceptance certificates signed | |
| Penalties for delays in eliminating shortcomings in the quality of works | | 2.6 | | A default interest of 1 000 EUR for each day of delay, calculated separately for each case of infringement. | |
| Penalties for disconnection of electrical equipment or change of the planned disconnection time due to the fault of the Contractor | | 2.7 | | A penalty of 10 000 EUR per case for each disconnected device. | |
| Maximum size of penalty pertaining to failure to execute liabilities regarding system access | | 4.1 | | 10 % from the accepted contract sum (not including VAT). The penalty calculation methodology is established under the requirements of the customer. | |
| Maximum size of penalty pertaining to failure to execute liabilities regarding the guaranteed system losses | | 4.1 | | 10% from the accepted contract sum (not including VAT). The penalty calculation methodology is established under the requirements of the customer. | |
| Penalties for non-compliance with the obligation to hold teleconferences and live meetings | | 4.1 | | A penalty of 1 000 EUR for each violation. | |
| Sum of ensuring the execution | | 4.2 | | 10 % from the accepted contract sum (not including VAT) expressed and payable in EUR | |
| Penalties for non-compliance with the obligation regarding road dustiness | | 4.15 | | A penalty of 1 000 EUR for each violation. | |
| Penalties for non-submission and / or non-compliance of the Progress Report | | 4.21 | | A default interest of 1 000 EUR for each day of delay | |
| Term for submission of notifications pertaining to unforeseen mistakes, drawbacks and defects in the liabilities of the customer | | 5.1 | | 6 months | |
| The ordinary work hours | | 6.5 | | From 7.30 to 16.30 | |
| Penalties for non-compliance with obligations relating to alcoholic beverages and drugs | | 6.12 | | A penalty of 1 500 EUR for each violation. | |
| Commencement of work | | 8.1 | | Contract enforcement day | |
| Penalties for delays in submission of the programme | | 8.3 | | A penalty of 10,000 EUR for delay to submit the initial programme.  A default interest of 1000 EUR for every day of delay when the submission of renewed programme is delayed.  The total liability for delay to submit the programme or the renewed programme cannot exceed 50 000 EUR. | |
| Compensation for delay | | 8.7 | | Penalties for non-compliance with the terms of the Works (Completion date) at each substation - 0.04% of the cost of the Works excluding VAT for each substation for each day; penalties for non-compliance with the deadlines for completing the Works (excluding the deadlines for completing final works) at each substation - 0.01% of the cost of the Works excluding VAT for each substation for each day; the maximum amount of compensation for delays is 10% of the contract price excluding VAT. | |
| The biggest agreed sum of compensation for delay | | 8.7 | | 10 % from the Contract price (not including VAT), calculated by adding up all the compensations for delay. | |
| Forfeit for delay to complete minor unfinished work and/ or eliminate the defects | | 10.5 | | A default interest of 1,000 EUR for every day, calculated separately for every incident of breach | |
| Minimal sum of guarantee during the guarantee period | | 10.6 | | During the first year of guarantee term – 10 % from the price of the works of a certain group (not including VAT).  During the second and the third year of guarantee term – 5 % from the price of the works of a certain group (not including VAT).  Groups of works are indicated at the end of this annex to the tender.  Three guarantees for the guarantee term must be submitted in total. | |
| List of spare parts and materials used | | 10.7 | | Must be submitted | |
| Forfeit for delay in elimination of defects within the term established for notification about defects | | 11.4 | | A default interest of 1,000 EUR for every day, calculated separately for every incident of breach. | |
| The total sum and currency of advance payment | | 14.2 | | 10 % from the accepted contract sum (not including VAT), paid in EUR. | |
| Number of payment parts | | 14.2 | | 1 payment. | |
| Advance payment return percentage | | 14.2 | | 10% | |
| The smallest amount of intermediary payment certificates | | 14.6 | | Not applicable. | |
| Penalties for delayed payments | | 14.8 | | 0.04 % from the delayed sum for every day of delay. | |
| Additional Remuneration amounts | | 14.16 | | In case the Contractor properly performs and completes the works of Alytus and Telšiai Groups by following the procedure established under the Contract as well as transferring them to the Customer and also receives the certificates of completion of works for both of these two Groups earlier than the established initial term for execution (completion term) of works of these both Groups, for every full month until the Term of Execution (calculating from the date, when the contractor received both notes on completion of construction, until the Term for Execution of works (completion term) established under the Contract) the Customer shall pay the Contractor a additional remuneration of the size established under this Paragraph, but for a period not exceeding 4 months:   1. completed Works one (1) month earlier - 500 000,00 Eur; 2. completed Works two (2) months earlier - 1 000 000,00 Eur; 3. completed Works three (3) months earlier - 1 500 000,00 Eur; 4. completed Works four (4) months earlier - 2 000 000,00 Eur. | |
| Terms for submission of insurance documents: | |  | |  | |
| (a) insurance proofs | | 18.1 | | Until commencement of the works | |
| (b) transcripts of respectful insurance policies | | 18.1 | | Until commencement of the works | |
| Maximum sum of deduction (franchise) for compulsory insurance of works | | 18.2 | | Not more than 0.1 % from the insurance of the works sum. | |
| Minimal sum of civil liability compulsory insurance of the contractor as designer | | 18.5 | | Not smaller than 5 % of the accepted contract value (not including VAT), but not less than 43.400 EUR for one contingency. | |
| Minimal sum of civil liability compulsory insurance of the construction works and the contractor. | |  | | Construction work must be insured at full replacement value.  the Contractor's civil liability insurance must be at least 5% of the amount of the Accepted Contract (excluding VAT), not less than EUR 43,400 per insured event | |
| Maximum sum of deduction (franchise) for civil liability compulsory insurance of the contractor and construction works | | 18.5 | | Not more than 2,900 EUR | |
| Definitions of groups: | | | | | |
| Description  (Item 1.1.5.6) | Price of the group of works, EUR | | Completion term  (Item 1.1.3.3) | | Compensation for completion term delay (Item 8.7) |
| Works at Alytus substation | 31 180 651,00 | | 22 months from the day of concluding the contract | | 0.04% from price of works at substation for each day, paid in EUR |
| Works at Telšiai substation | 28 438 854,00 | | 22 months from the day of concluding the contract | | 0.04% from price of works at substation for each day, paid in EUR |
| Works at Neris substation | 28 130 442,00 | | 30-11-2024 | | 0.04% from price of works at substation for each day, paid in EUR |

\* In case several persons act as the contractor, it must be indicated, which of them shall have the authorisation to commit other persons to execute the liabilities of the contractor.

On behalf of the contractor: