**SPECIAL PART OF THE SERVICE CONTRACT**

**Public Limited Liability Company Lietuvos paštas (Post of Lithuania)**, the Public Limited Liability Company lawfully incorporated and operating under the laws of the Republic of Lithuania, legal entity code 121215587, VAT identity number LT212155811, registered office address J. Jasinskio str. 16, LT-03500 Vilnius, Republic of Lithuania, data of which is collected and stored in the Public Institution Centre of Registers, represented by , acting under (hereinafter – the Purchaser), and

**Ospentos International OÜ,** the Private Limited Liability Company lawfully incorporated and operating under the laws of the Republic of Estonia, legal entity code 11306955, VAT identification EE101087773, registered office address Valukoja 32/3, 11415 Tallinn, Republic of Estonia, data of which is collected and stored in Estonia,represented by , acting according (hereinafter – the Service Provider),

hereinafter the Purchaser and the Service Provider each separately is referred to as the Party and both together – as the Parties, have concluded this Service Contract (hereinafter – the Contract).

1. **GENERAL PROVISIONS AND THE SUBJECT OF THE CONTRACT** 
   1. The Service Provider shall undertake to provide the Purchaser, under the terms and within the time limits specified in the Contract, with international land transport services to Estonia and Finland, on the Vilnius-Tallinn and Vilnius-Vantaa routes (hereinafter - the Services), and the Purchaser shall undertake to pay for the provided Services under the terms and within the time limits specified in the Contract.
   2. This Contract has been concluded after the non-published Public Procurement, in which the most economically advantageous tender has been selected based on the price, has ended.
   3. The General Part (GP) of the Contract is an integral part of this Contract. The GP of the Contract can be found at <https://www.post.lt/lt/viesieji-pirkimai>. In case of contradictions between the GP of the Contract that has been made publicly available and the GP of the Contract specified in the documents of the Public Procurement, on the basis of which this Contract has been concluded, the latter shall apply.
   4. For the purposes of interpretation and application of the Contract, the priority order of the Contract documents is established in Point 2.1 of the GP of the Contract.
2. **SCOPE AND PRICES OF THE SERVICES**
   1. Under this Contract, international land transport services to Estonia and Finland, described in the Technical Specification (Annex No 2 to the SP of the Contract), are provided to the Purchaser.
   2. A fixed rate is the price calculation method which applies to the Contract. The Purchaser shall purchase the Services, when required, at the rates specified in Annex No 3 to the Contract, without exceeding the total Contract price specified in Point 2.3 of the SP of the Contract. The quantities of the Services, which are indicated in separate lines in Annex 3 to the SP of the Contract, can be changed (increase or decrease). The Purchaser shall not undertake to purchase the preliminary quantity of the Services or any part thereof.
3. 1. The maximum price of the Services amounts to 30.000,00 EUR *(*thirty thousand euros and zero cents*)* exclusive of VAT.
4. **QUALITY OF THE SERVICES**
   1. The quality of the Services provided must meet the Technical Specification enclosed hereto or other documents, which provide for quality requirements for the Services.
   2. In case the Purchaser has doubts as to the quality of the Services during the transfer-acceptance of postal items, the Parties may order an expertise. The terms of the expertise are specified in Point 6.8 of the GP of the Contract.
   3. During the Contract period, apply measures related to the conservation of natural resources and comply with the following environmental requirements: reduce paper consumption, eliminate unnecessary copying and printing of documents. Invoices and/or other documents related to the performance of the Contract shall be submitted to the Purchaser only in electronic format (digital versions).
5. **RELIANCE ON THE CAPACITY OF OTHER ENTITIES** 
   1. The Contract is performed on the part of the Service Provider on the basis of joint activity agreement: NO.
   2. When during the Procurement Procedures the Service Provider relied on the economic and financial capacity of other entities to prove compliance with the requirements set out in the Procurement Terms, the Service Provider and the entities, whose capacity the Service Provider relied on, shall assume joint and several liability for the performance of the Contract.
   3. The Service Provider shall have the right to use Subcontractors for the performance of the Contract only for the part of the Contract that he has specified in the Tender. The Service Provider has indicated in the Tender the part of the Contract for which Subcontractors will be used: NO.
6. **PROCEDURE FOR TRANSFER-ACCEPTANCE OF THE SERVICE RESULT**
   1. The Service Provider shall undertake to provide the Services within the time limits specified in the Technical Specification.
   2. The place of provision of the Services is specified in the Technical Specification.
   3. The Service Provider shall undertake:

5.3.1. within 10 (ten) working days from the entry into force of the contract, submit to the Buyer a copy of the insurance certificate issued by the insurance company, that the Service Provider is insured with professional civil liability insurance for an amount of at least EUR 100,000.00.

5.3.2. to have, in providing the Services, technically sound vehicles to be used for the Services provision, and ensure that the qualifications of drivers of the vehicles comply with the requirements of legal acts. The persons driving the vehicles must comply with the Purchaser's requirements related to the proper performance of the Service Provider's obligations under the Contract;

5.3.3. to deliver the vehicles at his own expense before the start of the voyage;

5.3.4. to ensure the proper technical condition of the vehicles, their continuous, normal and safe operation; to ensure fuelling of the vehicles; to enable the installation of a GPS navigation system according to the needs of the Purchaser; to perform routine and major repairs of the vehicles; to insure the vehicles and the civil liability of their keepers; to pay road tax, and obtain and pay for other mandatory permits to perform the Services;

5.3.5. to ensure at his own expense prompt replacement, meeting the requirements of Points 5.3.9 and 5.5.1 of the SP of the Contract, of damaged or otherwise unserviceable vehicles, or of vehicles which do not comply with the requirements of Annex 2 to the SP of the Contract, with other vehicles which comply with the requirements laid down in Annex 2 to the SP of the Contract;

5.3.6. to ensure that the Services provided on the basis of the SP of the Contract will meet the requirements laid down in the SP of the Contract and in annexes thereto;

5.3.7. upon arrival at the place of loading, to provide the designated staff member with an International Consignment Note (CMR), to be drawn up in 3 (three) copies; one copy for the Service Provider, one - for the Purchaser and one - for the receiving country (at the address specified by the Purchaser).

5.3.8. in providing the Services during a voyage (safely): to receive and transport, by their purpose, postal items sent to Estonia and Finland, after signing the CMR consignment note to mark the fact of their acceptance and delivery, to adhere to the schedule of postal transportation voyage;

5.3.9. in the event of a vehicle breakdown during the voyage, to replace at his own expense the defective vehicle not later than within 5 (five) hours in the territory of the Republic of Lithuania and not later than within 12 (twelve) hours in the territory of a foreign country;

5.3.10. to inform immediately the Purchaser in writing about any circumstances which prevent or may prevent the Service Provider from completing the provision of the Services;

5.3.11. to keep, at his own expense, the Purchaser protected against any claims, losses arising from the Service Provider's actions or negligence during the performance of the Contract, as well as due to infringement of any legal acts, illegal use of patents, trademarks, other intellectual property objects, or violation of the rights of any person.

5.3.12. to follow the Civil Code of the Republic of Lithuania, the Republic of Lithuania Postal Law, the Road Transport Code of the Republic of Lithuania, the Convention on International Carriage of Goods by Road, Rules for the inland transport of goods by road, other laws and legal acts, to strictly follow the procedures of the Purchaser and other documents approved by the Purchaser, which regulate the provision of the Services specified in the Contract;

5.3.13. immediately inform the Purchaser about unforeseen circumstances that may prevent the timely delivery / collection of our postal items, and to take, without delay, all measures to remove obstacles;

5.3.14. to ensure that, during the performance of the Contract, the employees of the Service Provider comply with the requirements of occupational safety and health and fire safety requirements established by the legal acts of the Republic of Lithuania.

5.4. The Purchaser shall undertake:

5.4.1. to seal the vehicle body doors.

5.5. The Purchaser shall have the right:

5.5.1. if the vehicles do not comply with the requirements specified in Annex 2 to the SP of the Contract, but the vehicles can be operated, the Purchaser, having assessed the nature and extent of the non-compliances, shall have the right to request replacement of such vehicles, not later than within 24 (twenty-four) hours, with other vehicles which comply with the requirements set out in Annex 2 to the SP of the Contract.

* 1. if, in the event of a breakdown of the vehicle during the voyage, the Service Provider does not deliver the replacing vehicle within 5 (five) hours from the start of fault capture in the Republic of Lithuania and within 12 (twelve) hours in the territory of a foreign country, in this case the Service Provider will pay the Purchaser a fine in an amount of for each individual delay 145 EUR (one hundred forty-five euros) and will indemnify the Purchaser for all losses incurred by him.
  2. If the Service Provider fails to rectify the non-compliances of the vehicles within the time limit provided for in Point 5.5.1 of the SP of the Contract SD, the Service Provider shall the Purchaser a default interest of 50 EUR (fifty euros) for each day of delay.
  3. Given the specifics of the cargo and all related circumstances, the Service Provider will, at the request of the Purchaser, pay the Purchaser, for loss of and / or damage to postal items cargo or part thereof carried on a voyage, a fine amounting to 8.33 SDR for each lost / damaged kilogram in gross weight.
  4. The Service Provider shall undertake to keep, at his own expense, the Purchaser protected against any claims, losses arising from the Service Provider's actions or negligence during the performance of the Contract, as well as due to infringement of any legal acts, illegal use of patents, trademarks, other intellectual property objects, or violation of the rights of any person.
  5. Unloading can take up to 24 hours. If the cargo is unloaded for more than 24 hours, Downtime is calculated. Downtime caused by the fault of the Buyer is paid upon the request of the Service Provider only for a full additional Downtime day (24 hours) and only for working days. Downtime exceeding the agreed deadlines (24 hours) is estimated at 10 per cent from the price of the transportation service for one additional full Downtime day (24 hours), but not more than 100 euros, and only for working days. The Service Provider shall not have the right to demand any additional amounts related to Downtime. Downtime, exceeding the agreed terms (24 hours), shall be paid to the Buyer only the Buyer is provided with properly completed Downtime Sheet or CMR waybill, signed and stamped/sealed by all parties (the Carrier, direct contractor – transport company and loading/unloading place) with indicated actual loading/unloading time. Weekends and holidays shall not be included in Downtime. Penalties for Downtime shall not be paid to the Service Provider if the Service Provider has not complied with the cargo delivery deadlines specified in the Contract , damaged cargo and/or defective cargo has been delivered, all or part of the documents accompanying the cargo have been lost or other cases of improper performance have been identified.

1. **PAYMENTS, MONETARY OBLIGATIONS AND WITHHOLDING OF PAYMENTS**
   1. The Purchaser shall pay the Service Provider within 30 (thirty) calendar days from the date of receipt of Invoice for the quality Services actually and timely provided during the previous month. The Service Provider must submit, together with an Invoice, an original International Consignment Note (CMR) with the consignee's tag (signature and stamp) on receipt of the cargo, and other documents specified in the order confirming the proper performance of the Carriage Contract
   2. The Service Provider shall submit invoices to the Purchaser for the Services actually provided during the previous month by the 5th (fifth) day of the current month.
   3. *The maximum amount of default interest and / or fines payable by the Service Provider under this Contract may not exceed the total price of the Services specified in Point 2.3 of the SP of the Contract.*
   4. The Purchaser reserves the right to suspend payments for the Services if there are unresolved deficiencies in the provision of the Services until all deficiencies have been remedied. Payments to the Service Provider may be suspended if the invoice submitted contains an incorrect price or quantity of Services.
   5. The moment of payment for the services is the day when the Purchaser's bank debits the amount due from the Purchaser's bank account. Purchaser shall not be liable and shall not be deemed to have breached the settlement terms set forth in this Contract if any bank or correspondent bank withholds funds from the Purchaser’s bank account for payment for the Services for any reason (e.g., money laundering and terrorist financing prevention) or returned to the Purchaser for reasons unrelated to the Purchaser.
2. **ENTRY INTO FORCE AND VALIDITY OF THE CONTRACT** 
   1. The Contract enters into force after the Parties have signed it and is valid until the Parties' obligations under this Contract are fully fulfilled. Services are provided for 12 months, not exceeding the total price of the Contract specified in clause SD 2.3 of the Contract. If the amount specified in clause SD 2.3 of the Contract is used before the term specified in this clause, the Contract ends after the use of this amount. The expiration of the contract has no effect does not affect those obligations arising on the basis of this Contract, which, according to their nature and essence, remain in force after the termination of the Contract.
   2. If at least 90 (ninety) days before the end of this service term neither of the Parties requests in writing for non-extension of the Contract, the Contract shall be extended under the same terms for another 12 (twelve) months, without exceeding the total price of the Services specified in Point 2.3 of the SP of the Contract. The extension clause may be applied no more than once. If the amount specified in Point 2.3 of the Contract is exhausted before the term specified in this Point, the Contract shall expire when this amount is exhausted.
3. **SPECIAL TERMS**
   1. *This Paragraph discusses other provisions agreed by the Parties, which are not discussed in the GP and/or the SP of the Contract*
   2. The Service Provider confirms that the circumstances arising from decisions taken by the competent state and / or municipal institutions of the Republic of Lithuania or other countries, which were determined by an adverse epidemiological situation due to coronavirus infection (COVID-19), and which impose restrictions on the movement of individuals and / or on economic activities, are not considered Force Majeure and do not exempt the Service Provider from liability for non-performance of the Contract.
   3. The Parties have agreed that if, after the conclusion of the Contract, new circumstances would arise, which would restrict the activities of the Service Provider more or in a different way than known at the time of concluding the Contract, and, as a result, the Service Provider is unable to fulfil the contractual obligations, then the Service Provider could be exempted of civil liability for non-performance of the Contract only if the Service Provider proves that the circumstances relied on by the Service Provider are of a scale and nature which, at the time of concluding the Contract, could be controlled and anticipated by no diligent and attentive entrepreneur, and that the Service Provider, acting with care and diligence, could not prevent the occurrence of these circumstances or their consequences.
   4. The Service Provider, being unable to perform his obligations under the Contract, must submit a request to the Purchaser, in accordance with the procedure established in the Contract, including detailed information as to which unforeseen circumstances have specifically occurred (for example, the Company activities have been restricted, states prohibit the export of the goods in question, etc.), and state the reasons confirming that the Service Provider could not reasonably foresee these disruptions in the performance of the Contract at the time of concluding the Contract. To be exempted from civil liability, the Service Provider must provide all the information requested by the Purchaser and specified in the Contract, and supporting documents for this information.
   5. Any form of corruption is not tolerated. The Purchaser shall have the right to unilaterally terminate the Contract if the Service Provider (including any of the Service Provider's employees, intermediaries, subcontractors, representatives, etc.) gives or offers (directly or indirectly) to any employee of the Purchaser any benefit in the form of an item, monetary consideration, commission, services or other tangible or intangible benefit, as an incentive or reward for performing or refraining from performing any action relating to this Contract, or for showing favour or disfavour or for refraining from showing them (bribe) to any person related to this Contract. After the Purchaser has terminated the Contract on this basis, the Service Provider must indemnify the Purchaser for all expenses incurred related to completion of the performance of the Contract, and compensate for all losses incurred due to the termination of the Contracts.
   6. The Parties have agreed that the Buyer has the right to immediately and unilaterally terminate any or all contracts with the Supplier without having to pay any penalties, indemnify against damage, compensate or refund the Supplier and (or) the Supplier’s subcontractor; also, the Buyer may cancel any or all Orders and (or) suspend the performance of any contracts with the Supplier in full or in part if it becomes apparent that economic or other international sanctions apply to the Supplier, the Supplier’s head manager, shareholder(s) and (or) the Supplier’s ultimate beneficiary (i.e. a natural person who is the ultimate owner of the Supplier and (or) controls the Supplier or the Supplier’s management and (or) exercises decisive influence over the Supplier directly and (or) indirectly, acting alone or together with other persons and (or) entities) and (or) any natural person or legal entity related to the Goods Recipient and (or) the Goods Recipient’s beneficiary. In the event of any inconsistencies between the provisions of this Clause and those of Clause 3.6 of the Contract GP, the provisions of this Clause shall prevail.
   7. The Parties agree that the Buyer has the right to terminate the Contract unilaterally if the circumstances referred to in Part 21 of Article 45 of the Republic of Lithuania Law on Public Procurement and (or) the grounds referred to in the Regulation (EU) No. 833/2014 of the European Council as amended and (or) the Regulation (EU) No. 765/2006 of the European Council as amended occur during the term of the Contract.
4. **ANNEXES**
   1. Each Annex to this Contract is an integral part thereof. Each Party receives one copy of each Annex to the Contract.
   2. Annexes to the Contract:

9.2.1. Annex 1 to the SP of the Contract – Contact persons;

9.2.2. Annex 2 to the SP of the Contract – Technical specification;

9.2.3. Annex 3 to the SP of the Contract – Service rates.

1. **DETAILS OF THE PARTIES**

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| --- | --- |
| **Service Provider**  Ospentos International OÜ  Valukoja 32/3, Tallinn 11415, Estonia  Company code: 11306955  VAT identity number: EE101087773  Settlement account No EE10 2200 2210 3336 2633  Bank: Swedbank  Bank code HABAEE2X  Tel. No: +372 5055605    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (job title, forename, surname, signature) | **Purchaser**  Limited liability company Lietuvos Paštas  J. Jasinskio g. 16, 03500 Vilnius, Lithuania  Legal entity code 121215587  VAT code LT212155811  Phone: 8 700 55 400  Account LT71 7044 0600 0018 7388 AB SEB bankas  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (job title, forename, surname, signature) |

Annex 1 to the SP of the Contract

Contact persons

1. The Person responsible for the execution of the Contract from the Buyer’s side:

2. The Person responsible for publication of the Contract and its amendments according to the procedure established by laws:

3. The person responsible for the execution of the Contract from the Supplier’s side:

Annex 2 to the SP of the Contract

**TECHNICAL SPECIFICATION**

|  |  |  |
| --- | --- | --- |
| Ser. No | Name of requirement | Meaning of the requirement |
| 1. | Procurement Object | Procurement of international land transport services to Estonia and Finland. Cargo – postal items. Statistically, a standard 13.3-meter truck fits 5 to 8 tons of postal items (weight to volume ratio: 100 kg = 1 cbm). Voyages from Vilnius to Estonia and Finland will be operated every working day. The Purchaser shall not undertake to purchase the quantity of the Services specified in Annex 1 or any part thereof. The Purchaser shall inform The Service Provider of the need to organise a voyage not later than 24 hours before the voyage. |
| 2. | Security systems | The vehicle body must be locked, an alarm system must be installed. The door of the load compartment of the vehicle must be sealed. |
| 3. | Other requirements for the vehicle | The vehicle must be technically sound, impermeable, clean, equipped with the necessary cargo securing equipment, have documents required for the carriage of cargo, be equipped with means allowing security seals to be affixed to all vehicle doors, free of extraneous odours, suitable to transport a specific cargo. |
| 4. | Requirements for The Service Provider | The Service Provider’s representative (driver) should have all the necessary documents and facilities for the voyage, including a valid compulsory motor third party liability insurance (including Green Card), ​vehicle registration certificate, roadworthiness certificate, CMR consignment note forms, driving license for the required category, a copy of the authorization of the European Community to engage in the international carriage of goods by road, , documents certifying the professional competence of the driver;  The Supplier must have belts and other means of securing the cargo specified in the order.  The Service Provider must ensure that drivers have mobile phones operating abroad during the voyage, sufficient funds to purchase fuel, pay tolls, parking and other expenses.  The Service Provider must ensure that vehicles containing cargo and accompanying documents are not left unattended. During rest hours, to park a truck only in such parking lots, in which, in the event of theft, the validity of The Service Provider’s CMR insurance coverage would be ensured (insurance must cover the carriage of postal items), events are recognized as insured events and unreduced insurance benefits are paid. At the request of the Purchaser, The Service Provider must provide extracts to confirm the movement and stops of the vehicle (driving history). The Purchaser must be enabled to verify the location of the vehicle by electronic means or to be informed of the location of the vehicle immediately upon request.  The Service Provider must ensure that the vehicle arrives at the place of loading and unloading at the agreed time.  The carrier must immediately inform the Purchaser when:  - the vehicle breaks down;  - the vehicle is stopped for the physical inspection of postal items by public authorities;  - an accident occurs.  The Service Provider must provide evidence to show that the vehicle has been stopped by officials of public authorities, if such officials remove the seals and inspect the postal items carried. The Service Provider must arrange for additional sealing of the cargo compartment door if, during a voyage, the vehicle has been stopped by officials of public authorities, who, during the inspection of the cargo, removed the seals affixed by the Purchaser.  Loading in loose bags and boxes, pallets. In this case, at the place of unloading, the driver may be asked to assist in unloading the cargo.  The Service Provider must ensure that managers are available by telephone 24/7. |
| 5. | Requirements for drivers | Upon arrival at the place of loading, the driver must present the CMR forms, which shall be drawn up in 3 copies. |
| 6. | Deadlines for the Services provision | The Service provision period is 12 months, with the possibility to extend it for another 12 months once.  Loading days: Monday to Friday. |

The maximum purchase value (amount for which the Contract is concluded): 30.000,00 EUR (thirty thousands euros and zero cents) exclusive of VAT for the term of the Contract (including extension).

Other requirements:

Annex 1 – Voyages of carriage of the Purchaser's postal items

Annex 3 to the SP of the Contract

Service rates

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Row No. | Procurement Object | Average monthly quantity, kg\* | Average daily quantity, kg | Measurement units, kg | 1kg rate, EUR excluding VAT |
| *1* | *2* | *3* | *4* | *5* | *6* |
| 1. | LT, Vilnius- EE, Tallinn | 3700 | 200 | kg | 0,24 |
| 2. | LT, Vilnius- FI, Vantaa | 1400 | 70 | kg | 0,28 |
|  |  |  |  |