

## CONTRACT FOR THE PROVISION OF SERVICES

/ /202  
Vilnius

**Public institution "GO Vilnius"**, legal entity code 123641468, with its registered office at Gynėjų str. 16, Vilnius, data about the company is collected and stored in the Register of Legal Entities of the Republic of Lithuania, represented by the Director Lina Šetikienė, acting in accordance with the order, (hereinafter - the Customer),

and

**BZ.COMM GmbH**, legal entity code HRB 85908, registered office at Hanauer Landstrasse 136, Frankfurt am Main data on the company is collected and stored in the Register of Legal Entities of the Republic of Lithuania, represented by Managing Director Sven Meyer, acting in accordance with articles of BZ.COMM GmbH of entity (hereinafter - the Service Provider), hereinafter collectively referred to as the "Parties" in this Contract for Sale and Purchase of Services, and individually referred to as the "Party", have entered into this Contract for Sale and Purchase of Services, hereinafter referred to as the "Contract", and have agreed on the following terms and conditions.

### 1. Object and subject matter of the Contract

1.1. The Service Provider hereby undertakes to provide the Customer with the services in accordance with the requirements of Clause 1.2 of the Contract and to transfer the ownership of the result of the services in accordance with the procedure and terms set out in the Contract, and the Customer undertakes to pay for the services duly provided in accordance with the terms and conditions of the Contract.

1.2. The quantity, nature and quality of the Services and other technical details are set out in Annex No. 1 to the Contract, entitled "Technical Specification" (hereinafter - the Services), which forms an integral part of this Contract.

### 2. Terms and procedures for providing services

2.1. The Service Provider undertakes to provide the Services to the Customer within the terms set out in Annex No. 1 to the Contract.

2.2. The Parties agree that the Services shall be deemed to have been duly provided upon the signing by the Parties, without any reservation, of the Service Transfer and Acceptance Act(s) (Annex No. 2).

2.3. In the event of any deficiencies in the Services provided, the Customer shall be entitled, at its sole discretion, to require the Service Provider to:

2.3.1. that the Service Provider remedy the deficiencies in the Services within a reasonable period of time, free of charge, or reimburse the Buyer for the costs of remedying them if the deficiencies can be remedied;

2.3.2. refund the Contract price and terminate the Contract if the deficiencies in the Services are found to constitute a material breach of the Contract.

2.4. Other provisions relating to the scope and performance of the Services are set out in Annex No. 1 to the Contract, "Technical Specification".

### 3. Contract price (pricing rules) and payment terms

3.1. The maximum price of the Contract is EUR 100 000 (one hundred thousand) excluding VAT. The Contract price includes all costs incurred by the Customer in connection with the Services.

3.2. Administration mark-up proposed by the Service Provider 5 % for third-party administration mark-up (%), for services provided by third parties.

3.3. The price/fees for the Services are detailed in the Service Provider's Tender (Annex No. 3).

3.4. Services will be ordered on demand and payment will be made only for Services actually provided. The Customer shall have the right to refuse to purchase any part of the Services without incurring any

obligation to the Service Provider.

3.5. Contract fees may be recalculated in the event of a change in the VAT rate, i.e. there is no change in the fees excluding VAT, only in the VAT rate calculated in accordance with the procedure laid down in the Law on Value Added Tax. In the event of any of the circumstances referred to in this Clause, the Parties shall recalculate and agree in writing on the Contract fees.

3.6. The Customer pay for the Services within 30 (thirty) calendar days after receipt of the invoice/tax invoice. Payments shall be made by a bank transfer to the Service Provider's account.

3.7. The price of the Services shall include all direct and indirect costs related to the provision of the Services. During the term of the Contract, the prices the rates of which were specified by the supplier in his tender shall be recalculated as follows:

3.7.1. The prices of the Services shall be recalculated on expiry of at least 12 (twelve) calendar months after the day of signature of the Contract at a written request of any of the Parties;

3.7.2. The recalculation shall be made in accordance with the quarterly index for the relevant service type (N79 *Activities of travel agencies, tour organisers and pre-ordered services and related activities*) published on the website of the State Data Agency under the Government of the Republic of Lithuania (the 'Agency'), in the statistics section 'Economy and finances (macroeconomy)' of the indicators database, part 'Price indices, changes and prices', subdivision 'Indexes of prices for services provided to entities'.

3.7.3. The service rates specified in the Contract shall be recalculated in line with changes in the last published index as compared with the price index published at the beginning of the period. The beginning of the indexing period shall be the quarter in which the Contract entered into effect or the quarter of the last amendment to the Contract made due to the indexing of the Contract price.

3.7.4. Price recalculation under the Contract shall only be made if the change (increase/decrease) in the indicators (indexes) referred to in Clause 11.2 of the Contract is at least 10% (ten percent) compared with the information published at the beginning of the indexing period.

$$k = \frac{ind_{naujausias}}{ind_{pradžia}} \cdot 100 - 100$$

where:

$ind_{naujausias}$  is the latest index published for *Activities of travel agencies, tour organisers and pre-ordered services and related activities* as of the date of sending the request for recalculation to the other Party;

$ind_{pradžia}$  is the quarterly index for *Activities of travel agencies, tour organisers and pre-ordered services and related activities* at the beginning of the period.

New rates shall be calculated from the formula:

$$a_1 = a + \left( \frac{k}{100} \right) \cdot a$$

Where:

$A$  is the rate (EUR excl. of VAT) (if it was recalculated, then upon last recalculation);

$a_1$  is the recalculated (changed) rate (EUR excl. of VAT);

$k$  is the change (increase/decrease) in the index (%) for *Activities of travel agencies, tour organisers and pre-ordered services and related activities* calculated on the basis of the 'Indexes of prices for services provided to entities';

3.7.5. Recalculation of prices under the Contract shall only be made for those Services that are ordered under the Contract after the recalculation, i. e. only the price for the Services (or part thereof) that have not been ordered shall be recalculated.

3.7.6. The recalculation of prices shall be documented in the form of an amendment to the Contract signed by the Customer and the Supplier, and shall state the moment when the recalculated prices enter into effect.

3.7.7. The price shall not be increased for the Services that are delayed and not completed by the Service Provider within the time limits set in the Contract.

3.7.8. The recalculation procedure shall not apply to services provided by third parties.

#### **4. Rights and obligations of the Service Provider**

4.1. The Service Provider shall:

4.1.1. provide to the Customer the Services meeting the requirements stipulated in the Contract within the time limits stated therein;

4.1.2. provide the Services in most careful and efficient manner including but not limited to the best universally adopted professional and technical standards and practices, using all required skills and knowledge;

4.1.3. take the Customer's comments on the provision of the Services into account;

4.1.4. correct free of charge, within a reasonable time limit, all and any defects of the Services or indemnify the Customer for the expenses incurred in such correction;

4.1.5. properly perform other obligations under the Contract and comply with the legal acts of the Republic of Lithuania;

4.1.6. inform the Customer without delay but no later than within 5 (five) working days if any circumstances referred to in Article 45(2<sup>1</sup>) of the Law on Public Procurement and Article 5(k) of Regulation (EU) 2022/576 arise. The Customer shall have the right to request, at any moment of performance of the Contract, that the Service Provider submits a declaration of compliance with such requirements, together with supporting documents. If the Service Provider has notified such circumstances to the Customer according to set procedures, the Service Provider shall be given a time limit, not exceeding 10 (ten) working days, for rectification of the situation. These terms shall not apply only in the case if the said restrictions are lifted according to the law;

4.2. The Service Provider shall have the right to:

4.2.1. request that the Customer accepts the Services properly provided and pays for them on the terms and conditions of the Contract;

4.2.2. request that the Customer provides all information required for the proper provision of the Services;

4.2.3. the Service Provider shall also have other rights provided for in this Contract and the Lithuanian law.

4.2.4. In case if the Service Provider has access to personal data processed by the Customer and/or processes personal data on the Customer's behalf in the performance of this Contract, the Service Provider shall process such personal data strictly in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and with other applicable legal acts on personal data processing. The Service Provider shall perform the obligations of a data processor established in applicable legal acts.

4.2.5. The Service Provider represents and warrants that he holds all permits, licences, consents etc. required for the provision of the Services, therefore, no third party rights and/or legitimate interests will be infringed by the provision of the Services.

#### **5. Rights and obligations of the Customer**

5.1. The Customer shall:

5.1.1. accept the Services that meet the requirements of the Contract;

5.1.2. pay to the Service Provider the price of the Contract on the terms and conditions thereof;

5.1.3. furnish the Service Provider with the requested information and/or documents required for the performance of the Service Provider's obligations;

5.1.4. properly perform other obligations under the Contract and comply with the Lithuanian law.

5.2. The Customer shall have the right to:

5.2.1. make comments on the Services provided by the Service Provider that do not comply with the Contract;

5.2.2. request that the Service Provider corrects, within a reasonable time limit, all defects of the Services or indemnifies the Customer for expenses incurred in the correction of such defects;

5.2.3. request that the Service Provider pays for the losses inflicted by non-performance or improper performance of contractual obligations;

5.2.4. retain the price of the Contract or a part thereof if the Service Provider is in breach of any of its obligations under the Contract;

5.2.5. The Customer shall also have other rights provided for in this Contract and the Lithuanian law.

## 6. Terms of liability of the Parties

6.1. Should the Service Provider fail to provide the Services or a part thereof within the time limits set in the Technical Specifications, the Customer shall charge penalty at the rate of 0.05% (zero point zero five percent) of the value of the Services not provided or delayed, for each day of delay. The Customer shall have the right to deduct the penalty amount from any amounts payable to the Service Provider, and if there are no such amounts, the Service Provider shall pay the penalty within 10 (ten) working days after the Customer's request. If the Service Provider delays in providing the Services or any part thereof referred to in this Clause and such violation lasts longer than 10 (ten) calendar days, this shall be deemed to be a **material breach of the Contract**.

6.2. Should the Service Provider fail to provide to the Customer the Services or part thereof that the Service Provider was obliged to provide under the Contract, the Customer shall have the right to charge a fine of EUR 200 (two hundred euros). The Customer shall have the right to deduct the fine from any amounts payable to the Service Provider, and if there are no such amounts, the Service Provider shall pay the fine within 10 (ten) working days after the Customer's request.

6.3. In the event of force majeure, the Parties shall be exempted from liability for non-performance or improper performance of the Contract, in accordance with the rules approved by the Resolution of the Government of the Republic of Lithuania No. 840 of 15 July 1996 (Official Gazette 19960719, No. 68). The Party requesting exemption from liability shall, upon becoming aware of the force majeure circumstance and its effect on the performance of its obligations, notify the other Party of the situation no later than within 3 (three) working days. Notification is also required when the grounds for non-performance cease to exist. The grounds for exemption from liability arise from the moment the obstacle arises or, in the case of timely notification, from the moment of notification. Failure to give timely notification shall render the Party failing to perform its obligations liable for damages for losses that would otherwise have been avoided. In the circumstances set out in this Clause, the Parties shall be relieved of liability for non-performance, partial non-performance or improper performance of their obligations under the Contract, and the period of performance of the obligations shall be extended to the extent that performance of the obligations under the Contract was suspended.

6.4. Taking into account the generally known risks associated with the spread of infectious diseases, including but not limited to coronavirus infection (COVID-19), and the measures to be taken to ensure the health of individuals, the Service Provider shall execute the Contract in accordance with the binding decisions (acts) and recommendations of the state and municipal authorities, including any other decisions (acts) adopted in implementation of such decisions (acts) and which impose limitations on the normal operation of the Party's business. The Parties have agreed and confirmed that the Service Provider may temporarily fail to comply with the terms and conditions set out in the Contract as a result of the actions (acts) of state and municipal authorities, as well as any other circumstances and decisions related thereto or arising therefrom, where necessary and proportionate measures are taken to prevent damage to the health of individuals by the Service provider upon requesting and justifying the inability to provide the Services to the Buyer. In the circumstances set out in this Clause, the Parties shall be relieved of liability for non-performance, partial non-performance or improper performance of their obligations under the Contract, and the period of performance of the obligations shall be extended to the extent that performance of the obligations under the Contract was suspended.

## 7. Confidentiality

7.1. The Parties agree to keep confidential all documentation and information received by the Parties

from each other in the performance of the Contract and not to disclose any information about it to third parties without the prior written consent of the other Party, except as required by the laws of the Republic of Lithuania.

## **8. Validity, amendment and termination of the Contract**

8.1. The term of the Contract shall be 12 (twelve) months after the date of signature thereof. If neither of the Parties has expressed, on month prior to the end of the term for the provision of the Services, its intent to terminate the Contract in writing, such term shall be automatically extended for 12 (twelve) months without a written agreement of the Parties. The overall term of provision of the Services shall not exceed 36 (thirty six) months.

8.2. The terms and conditions of the Contract may not be amended during the term of the Contract, except as provided for in the Contract or the Law on Public Procurement. Such amendment shall be agreed in writing by the Parties and shall constitute a supplementary agreement to the Contract.

8.3. The Contract may be terminated earlier than specified in Clause 8.1 of the Contract in accordance with Article 90 of the Law on Public Procurement.

8.4. The Service Provider's failure to notify the Buyer of the circumstances set out in Clause 4.1.6 of the Contract, irrespective of whether the Service Provider was or could have been aware of those circumstances, shall be considered as a material breach of the Contract and as grounds for the Buyer's unilateral termination of the Contract, taking into account the requirements of the mandatory provisions of the law and the obligation to ensure compliance with those requirements under this Contract. The Customer shall also have the right to terminate this Contract if the Service Provider fails to remedy the circumstances referred to in Article 45(2<sup>1</sup>) of the Law on Public Procurement and Article 5k of Regulation (EU) 2022/576 (if these requirements are applicable in accordance with the legislation in force) within the time limit set out in Clause 4.1.6.

## **9. Accounting**

9.1. The Service Provider shall maintain complete and accurate accounts, records and receipts in respect of all expenses reimbursed by the Buyer and other payments made by the Buyer in connection with the Services.

9.2. The Service Provider shall make available to the Buyer or to an independent auditor, at the Buyer's request, all invoices, records and receipts. The Service Provider shall provide any explanations relating to the costs for which the Customer requests clarification.

## **10. Final provisions**

10.1. Upon signing the Contract, the Service Provider is obliged to get acquainted with the Buyer's Privacy Policy [Privacy Policy | Go Vilnius](#).

10.2. The Buyer's representative(s) –

\_\_\_\_\_ shall be responsible for the execution of the Contract and shall sign the Transfer-acceptance acts. The Transfer-acceptance acts may also be signed by another "Go Vilnius" employee who replaces the person responsible for the Contract. Or another "Go Vilnius" employee who has ordered the Services, which has been agreed with the Buyer's representative responsible for the performance of the Contract.

10.3. The Service Provider's representative(s) responsible for the performance of the Contract – Managing Director Sven Meyer, +496925628880, e-mail - meyer@BZ-comm.de

10.4. The Contract and all rights and obligations arising out of this Contract shall be subject to the laws and regulations of the Republic of Lithuania.

10.5. All disputes arising out of or in connection with the performance of this Contract shall be settled by agreement between the Parties. In the event of failure to reach an agreement, the dispute may, at the

initiative of either Party, be submitted to the courts of the Republic of Lithuania, applying the law of the Republic of Lithuania.

10.6. All notifications by the Parties to each other shall be sent to the addresses specified in the Contract. Failure to notify a change of address shall render the Party liable to the other Party for any loss resulting from the failure to notify.

10.7. This Contract shall be drawn up in 2 (two) copies in the Lithuanian language, one for each Party, having equal legal force.

10.8. Annexes to the Contract:

10.8.1. Annex No. 1 – Technical Specification;

10.8.2. Annex No. 2 – Transfer-acceptance act;

10.8.3. Annex No. 3 – Service Provider's Tender.

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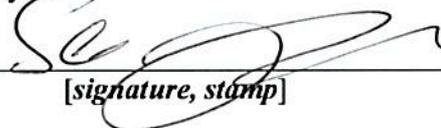
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## TECHNICAL SPECIFICATION

<b>1. TERMS AND ABBREVIATIONS</b>			
1.1. <b>Buyer, Customer</b> shall mean Public institution GO Vilnius			
1.2. <b>Service Provider</b> shall mean an economic entity – natural person, private legal entity, public legal entity, other organisations, and their divisions, or a group of the above-mentioned persons/entities, with whom/which the Contract is concluded by the Buyer, Customer.			
1.3. <b>Contract</b> shall mean a Contract concluded by and between the <b>Service Provider</b> and the Buyer, Customer on the Procurement object.			
1.4. <b>Services</b> shall mean Tourism representation services on foreign markets.			
<b>2. PROCUREMENT OBJECT AND QUANTITIES</b>			
2.1. The Procurement is split into three lots.			
2.2. Procurement lot II. Tourism representation on the German market:			
No.	Service	Preliminary quantity of services	Measure unit
1.	Event organisation services for 10 – 30 participants	20	pcs.
2.	Event organisation services for 31 – 60 participants	10	pcs.
3.	<b>Organisation of sightseeing trips for travel agents and organisers:</b>		
3.1.	Organisation of sightseeing trips for travel agents and organisers to Vilnius (1-15 participants per trip)	100	Number of participants
3.2.	Administration fee for sightseeing tour organisation (charge per tour for max 15 participants)	15	pcs.
3.3.	Accompanying person's services for 24 hours	3	pcs.
3.4.	Accompanying person's services for 2 days	10	pcs.
3.5.	Accompanying person's services for 3 days	10	pcs.
3.6.	Accompanying person's services for 4 days	10	pcs.
3.7.	Accompanying person's services for 5 days	3	pcs.
4.	Preparation of newsletters about Vilnius, content preparation and distribution to tourism professionals	10	pcs.
5.	<b>Customer's representation at local events:</b>		
5.1.	Customer's representation at 1 day's local events	5	pcs.
5.2.	Customer's representation at 2 days' local events	5	pcs.

5.3.	Customer's representation at 3 days' local events	5	pcs.
6.	Cooperation with tourism specialists: Contact search services (cold calling, target contact search, meetings)	50	Number of contacts/companies
7.	Organisation of joint marketing advertising campaigns	1000	hours
8.	<b>Sightseeing tour organisation of media representatives:</b>		
8.1.	Organisation of sightseeing trips for media representatives to Vilnius (1-3 participants per trip)	10	Number of participants
8.2.	Administration fee for sightseeing tour organisation (charge per tour for 1-3 participants)	10	pcs.
9.	Organisation of virtual events with presentation	15	pcs.
10.	Administration mark-up (in %) offered by the Service Provider for third parties' services is calculated from the price of every service ordered from third parties, excl. VAT, without including the rates offered by the Service Provider in the table.	x	%

2.3. Services will be purchased when needed, by applying the price specified in the Service Provider's offer. The Buyer plans but does not undertake an obligation to buy services for not more than EUR 100 000, excl. VAT, during the validity term of the Contract.

### **3. DESCRIPTION OF THE PROCUREMENT OBJECT**

3.1. Tourism representation services are to be purchased on the markets of the United Kingdom, Germany, and Poland. All services described in Paragraphs 2.2, 2.3 and 2.6 are subject to the same requirements.

#### **3.2. Event organisation services:**

3.2.1. Representational events for Vilnius City presentation to tourism specialists;

3.2.2. Guest selection, dispatch of invitations, and drawing the final list. If needed, provision of information to the participants before and during the events;

3.2.3. If needed, participation in the above-mentioned events (reception, registration of the participants);

3.2.4. Finding the location suitable for events according to the Customer's established criteria, coordination of the event venue rent from third parties with the Customer's representative. Detailed requirements for event venue will be provided when ordering organisation services for every specific event. Organisation and administration services will be provided by the Service Provider without third parties' services;

3.2.5. Preparation and adaptation of the chosen venue of an event – assurance of appropriate preparation of the venue for the planned activity. Provision of technical support of an event (sound, lighting, recording, photographing, interpreting to and from foreign languages, ordering representational means) Tidying of the event venue after the event. Organisation and administration services will be provided by the Service Provider without third parties' services;

3.2.6. Selection and organisation of catering services, lease of service staff. Organisation and administration services will be provided by the Service Provider without third parties' services;

3.2.7. If needed, ordering additional activations from third parties (e.g., mixology, culinary presentations, etc.);

3.2.8. If needed, presentation of Vilnius City in a local language;

3.2.9. Dates, format, venues, participants, content of the events, list of services specified in Points 3.2.1. – 3.2.8 and technical details will be provided in a separate order when needed and subject to coordination with the Customer.

3.2.10. The price consisting of two components will be paid to the Service Provider for provided event organisation services. One component of the price will be the rates offered by the Service Provider, the other – expenses of manufacturing and/or realisation of third parties contracted to implement the programme facilities that are factually incurred by the Service Provider and directly related to the implementation of the Contract, including the mark-up offered by the Service Provider for administration and organisation of third parties' invoices. Factually incurred expenses may not include the Service Provider's profit.

3.2.11. Any decisions made by the Service Provider regarding direct expenses during the provision of Services must be agreed with the Customer in advance in writing;

3.2.12. If the minimum number of participants is absent (when event organisation services for 30 participants are purchased, the minimum number of participants is 10, when event organisation services for 60 participants are purchased, the minimum number of participants is 31), the event can be cancelled and no money will be charged.

3.2.13. Event duration is up to 1 day.

### **3.3. Services of organisation of sightseeing trips for travel agents and organisers:**

3.3.1. Selection, invitations, and coordination of the final list of sightseeing trip participants;

3.3.2. Communication with the sightseeing trip participants regarding the programme, arrival, and other matters;

3.3.3. Duration of one sightseeing tour – from 1 to 5 days. Precise duration of a sightseeing trip will be specified when placing an order;

3.3.4. If needed, an accompanying person(s) will be appointed. An accompanying person(s) will be responsible of accompanying sightseeing trip participants and smooth implementation of the sightseeing trip programme, effective handling of any arising questions, assistance to the sightseeing trip participants, etc. The accompanying person(s) must inform the specialists in charge of sightseeing trip organisation, i.e., the Service Provider's employee responsible of the Contract and Customer's responsible employee – about any issue arising during the sightseeing trip that needs handling, unplanned situations, or any arising problems. The accompanying person(s) must be reachable over the phone on the day of the sightseeing trips and two days before them from 7:00 a.m. until 11:00 p.m.;

3.3.5. The Customer will arrange the sightseeing trip services, such as, visitors' travel tickets, accommodation, catering, travel programme, guide's services, transport, and other services needed for the trip in Vilnius. Accurate list of services needed for a sightseeing trip and other matters regarding sightseeing trip organisation will be coordinated with the Service Provider every time when placing an order;

3.3.6. Sightseeing trip organisation services listed in Points 3.3.1 – 3.3.4. will be provided by the Service Provider using his internal resources, without third parties.

### **3.4. Preparation and distribution of newsletters about Vilnius to tourism professionals:**

3.4.1. Newsletters will be prepared about Vilnius tourism products, tourism market news for tourism specialists and/or media representatives;

3.4.2. Content preparation in the language of the market will be coordinated with the Customer's representatives;

3.4.3. Content topics, links to webpages, photographs will be provided by the Customer's representatives when placing an order;

3.4.4. Newsletters will be sent when needed by the Customer. Planned periodicity will be once in 6 (six) months;

3.4.5. Services of preparation and distribution of newsletters about Vilnius for tourism professionals will be provided by the Service Provider using his internal resources, without third parties.

### **3.5. Customer's representation at local events:**

3.5.1. Search and selection of tourism events according to the specifics of the Customer's product – city-break;

3.5.2. Attendance of events on the Customer's behalf according to the event's specifics;

3.5.3. If needed, presentations in the local language are held on behalf of the Customer for an appropriate audience according to the event topic. Presentation content must be coordinated by the Service Provider with the Customer;

3.5.4. All events planned to be attended must be coordinated with the Customer's representatives.

3.5.5. Duration of events in which the Service Provider will have to represent the Customer will be specified in the order. Event duration is from 1 to 3 days.

3.5.6. The Customer reserves the right to suggest events in which the Service Provider could represent the Customer;

3.5.7. The Customer plans to pay for the attendance of events, presentation preparation according to the rates specified in the Service Provider's offer, and to cover factual expenses related to factually incurred expenses of manufacturing and/or realisation of programme facilities by contracted third parties (if any), directly related to implementation of the Contract and which could not be foreseen by the Customer, against the received invoices (e.g., transport, accommodation expenses, if the activity is carried out in the location outside the city of the Service Provider's office), including the mark-up (in percent) for third parties' invoice administration and organisation specified by the Service Provider;

3.5.8. Factually incurred expenses may not include the supplier's profit. Any decisions made by the Service Provider regarding factual expenses (transport, accommodation expenses, etc.) during the provision of Services must be agreed with the Customer in advance in writing;

**3.6. Contact establishment services:**

3.6.1. Selection of potential partners (travel agencies, organisers), identification of target contact persons (product manager, a person responsible for the region, etc.) and establishment of contact with them over the phone, by email or during a meeting.

3.6.2. Collection of initial insights from potential partners about Vilnius, as a potential travel destination (Customers' travel needs, potential of Vilnius as a potential travel destination, partner's possibilities and conditions for including Vilnius into the existing travel packages as a separate travel destination or for including into joint tours with other countries).

3.6.3. Drawing and implementation of a cooperation plan with new partners. Target – appearance of offers/programmes of trips to Vilnius in the travel organiser's list of destinations (if not included before), promotion of travelling to Vilnius, etc.;

3.6.4. The Customer reserves the right to name specific companies in tourism industry, with which the Service Provider should establish a contact.

3.6.5. Reporting to the Customer on the progress of a cooperation plan implementation: information about held meetings, their content and outcomes, and answered inquiries to tourism specialists (number of meetings/calls, content, printscreens of correspondence if by email data, contact details). Report format is subject to coordination with the Customer. Report will be presented upon request.

3.6.6. Services of cooperation with tourism specialists will be provided by the Service Provider using his internal resources, without third parties.

**3.7. Organisation of joint marketing advertising campaigns:**

3.7.1. Advertising campaigns to promote sales of trips to Vilnius offered by separate tourism companies.

3.7.2. Organising preparation of a small-scale (max EUR 10 000) advertising campaign (media) plan. The Plan must include the target market, its size, number of hits in social networks and advertising spread through digital marketing channels.

3.7.3. The Service Provider is in charge of receipt of components of the plan demand from the Customer and plan coordination with third parties.

3.7.4. Organisation, coordination of creation of small-scale (max EUR 10 000) advertising campaign texts and visual means of advertising, if needed – organisation of advertising placement and maintenance. Responsibility for texts and visual means of advertising campaigns, placement and maintenance of advertising will be held by third parties.

3.7.5. The price consisting of two components will be paid to the Service Provider for the above-mentioned services. One component of the price will be the hourly rates offered by the Service Provider for organisation of joint marketing measures, the other – expenses of realisation of third parties contracted to implement the programme facilities that are factually incurred by the Service Provider (preparation of an advertising campaign, plan, creation of texts, visual advertising means of advertising campaigns, etc.) and directly related to the implementation of the Contract, including the mark-up offered by the Service Provider for administration and organisation of third parties' invoices. Factually incurred expenses may not include the Service Provider's profit.

3.7.6. Any decisions made by the supplier regarding factual expenses during the provision of Services must be agreed with the Customer in advance in writing.

3.7.7. The Service Provider must prepare report and analysis of factual results of advertising plan implementation at the Customer's request. Report format is subject to coordination with the Customer.

3.7.8. Number of hours needed for completion of an order will be coordinated before every order. Number of hours must be justified and itemised.

**3.8. Organisation of sightseeing trips to Vilnius for media representatives:**

3.8.1. Selection, invitations, and coordination of the final list of sightseeing trip participants;

3.8.2. Communication with the sightseeing trip participants regarding the programme, arrival, and other matters;

3.8.3. Duration of one sightseeing tour – from 1 to 14 days. Precise duration of a sightseeing trip will be specified when placing an order.

3.8.4. The Customer will arrange the sightseeing trip services, such as, visitors' travel tickets, accommodation, catering, travel programme, guide's services, transport, and other services needed for the trip in Vilnius. Accurate list of services needed for a sightseeing trip and other matters regarding sightseeing trip organisation will be coordinated with the Service Provider every time when placing an order.

3.8.5. Sightseeing trip organisation services listed in Points 3.8.1 – 3.8.4. will be provided by the Service Provider using his internal resources, without third parties.

**3.9. Organisation of virtual events with presentation:**

3.9.1. Events for introducing tourism opportunities of Vilnius, promoting tourists' flows to Lithuania. Events for tourism specialists;

3.9.2. Preparation of an event schedule, invitations to participants, and coordination of the list of participants;

3.9.3. The number of event participants is 10-60 persons. In case of failure gather the minimum number of participants of 10, an event would not be organised and no fee would be charged for event organisation;

3.9.4. Platform specially intended for that must be used for virtual events;

3.9.5. Events must be hosted by a moderator in the market language;

3.9.6. If needed, presentation of Vilnius in the market language during a virtual event;

3.9.7. Virtual event organisation fee is planned to be paid by the Customer to the Service Provider for event organisation, while other factual expenses related to event organisation (if any, depending on its scope, duration and number of participants), specific format, chosen Internet platform, etc.), which could not be foreseen by the Customer in advance, will be covered against the invoices (event platform fee, expenses of additional technical capacities, event host, study, event advertising, etc.), including the mark-up (%) for third parties' invoice administration and organisation offered by the Service Provider.

3.9.8. Any decisions made by the Service Provider regarding direct expenses during the provision of Services must be agreed with the Customer in advance in writing. Factually incurred expenses may not include the Service Provider's profit.

#### **4. VENUE OF SERVICE PROVISION**

- 4.1. Remotely, when services are provided remotely;
- 4.2. United Kingdom, Germany, Poland;
- 4.3. Vilnius City.

#### **5. PROCEDURE AND TERMS OF IMPLEMENTATION**

5.1. Term for service completion will be established when placing an order for every service separately.

5.2. The Service Provider must reply to any received initial inquiry and confirm the received order within 3 working days.

5.3. The Service Provider must send the schedule of services provided according to the Customer's inquiry received within 5 working days. The term will start from the day of receipt of confirmation of initial inquiry received.

5.4. Order placement mode – by email.

5.5. The Service Provider has the right to hire third parties for provision of services upon coordination with the Customer. Services fees must include all taxes and other expenses of the Service Provider related to provision of services and implementation.

5.6. If the Customer finds the other third party capable of providing Services for a price lower than the expenses of the third party suggested by the Service Provider, the Customer has the right to request the Service Provider to buy the Services from the third party named by the Customer. In such event the Service Provider is not responsible for the quality of Services provided.

5.7. The Service Provider is directly responsible the services provided by contracted sub-suppliers or third parties, their quality, and undertakes an obligation to reimburse the Customer for any losses incurred.

5.8. Order fulfilment term will be coordinated in each case, however it should not be longer than 40 working days. Fulfilment term, if any unforeseen circumstances arise, with a written consent of the parties to the Contract (by email), may be prolonged, however, the total order term may not be longer than 60 working days.

5.9. The Service Provider undertakes an obligation to ensure quality provision of services within the agreed terms.

5.10. The Service Provider must issue a VAT invoice for services provided by the last day of a month. The number of invoices will be coordinated in advance according to the Buyer's needs.

5.11. Invoices presented by the Service Provider must have third parties' documents justifying expenses attached. Expenses related to other activities of the Service Provider or activities of the Service Provider under other orders will be covered by the Service Provider.

5.12. The Contract will come into force upon signing. The Contract is concluded for the term of 12 (twelve) months from the day of signing the Contract. If one month before the expiry of the Service provision term, neither Party informs in writing about its intention to cancel the Contract, the Service provision term will be automatically prolonged for 12 (twelve) months, without signing a separate written agreement of the Parties. The total term of Service provision may not be longer than 36 (thirty six) months.

#### **6. ENVIRONMENTAL CRITERIA**

6.1. Services will be provided according to the Environmental criterion which is mandatory for contracting authorities and contracting entities when procuring goods, services, or works,

the environmental principle<sup>1</sup> 'to manufacture a product, to provide a service or to carry out works, the minimum or no dangerous chemicals are used, environment is not polluted, and human health is not compromised' established in point 4.4.4.3. of the description of application procedure, services are ordered by electronic means, while Invoices must be issued using the tools of E-invoice information system. In case of a technical disruption in the E-invoice system and invoicing via E-invoice tools is impossible, invoices will be sent by email to [info@govilnius.lt](mailto:info@govilnius.lt)

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<sup>1</sup> Order No. D1-508 of the Minister of Environment of the Republic of Lithuania of 28 June 2011 'On the approval of the description of the application procedure of the List of products public procurements and procurements of which are subject to the environmental criteria, Environmental criteria, and Environmental criteria which are binding for contracting authorities and contracting entities when procuring goods, services, or works.'

**TRANSFER-ACCEPTANCE ACT OF SERVICES PROVIDED**

/ /202

According to the Contract for Sale and Purchase of Services No. \_\_\_\_\_ (hereinafter – the Service Provider) shall transfer, and Public institution “GO Vilnius” (hereinafter – the Customer) shall accept, the Services provided in accordance with the table below.

No.	Name of the service	Quantity of service	Unit price, EUR incl. VAT	Amount, Eur incl. VAT
1.				
<b>In total provided:</b>				

By signing this Act, the Customer confirms that the Service Provider has duly fulfilled its obligations and has no claims against the Service Provider.

This Act is drawn up in duplicate, each of which shall have equal legal force. One copy shall be given to the Buyer and the other to the Service Provider.

**Services were accepted by**

[position]  
[name, surname]

**Services were provided by**

[position]  
[name, surname]

**TENDER  
FOR THE PROVISION OF TOURISM REPRESENTATION SERVICES IN FOREIGN  
MARKETS**

**1. INFORMATION ON THE SERVICE PROVIDER**

Name of the Service Provider / Names of suppliers submitting a joint tender	BZ.COMM GmbH
Lead partner under the partnership agreement (if the tender is submitted by a group of suppliers)	

**2. CONSENT TO THE CONDITIONS OF PROCUREMENT**

By submitting this Tender we consent to the conditions of procurement.  
We confirm that we have carefully read the Tender Conditions and all other requirements related to the procurement, the Tender is fully compliant with them, and we undertake to comply with them in the performance of the Contract.  
We also undertake to comply with all legal acts in force in the Republic of Lithuania that are applicable to the object of procurement and the Contract.

**3. SUBSUPPLIERS TO BE HIRED AND RELIANCE ON CAPACITIES OF OTHER  
ECONOMIC OPERATORS**

The following subsuppliers will be hired for the Contract:

Item No	Name of subsupplier <sup>1</sup>	Description of part of the Contract transferred to the subsupplier for performance <sup>2</sup>

At the Customer's request, we will submit digital copies of the subsuppliers' declarations confirming their consent to act in the capacity of subsuppliers in this procurement.

Information on the value of the tasks to be performed independently by each partner in the group of suppliers (if the tender is submitted by a group of suppliers):

Item No	Name of partner	Value of the tasks to be performed independently by the partner, EUR incl. of VAT
<b>Total:</b>		

<sup>1</sup> Name of subsupplier if known at the time of submission of the Tender. If the supplier intends to hire subsuppliers but the names are not yet known, insert "not known".

<sup>2</sup> Such transfer shall not affect the supplier's liability for the performance of the Contract.

**Lot II. Tourism representation services in Germany's market:**

Item No	Description of the Services	Estimated quantity*	Unit of measure	Unit price, EUR excl. VAT	Price EUR excl. of VAT (JCS)
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1	2	3	4	5	6
1	Event organizing services for 10-50 participants	20	Number	750	15.000
2	Event organizing services for 11-60 participants	10	Number	900	9000
3	<b>Services of organizing information tours for travel agents and tour organizers:</b>				
3.1	Information tours in Vilnius for travel agents and tour organizers (1-15 participants per hour)	100	Number of participants	90	9000
3.2	Administration fee for organizing an information tour (per hour with 1-15 participants)	15	Number	90	1350
3.3	Accompanying person for 3 days	5	Number	300	900
3.4	Accompanying person for 2 days	10	Number	200	2000
3.5	Accompanying person for 3 days	10	Number	300	9000
3.6	Accompanying person for 4 days	10	Number	400	4000
3.7	Accompanying person for 5 days	5	Number	900	1500
4	Preparation of newsletters about Vilnius, creating content and sending to tourism professionals	10	Number	250	2500
5	<b>Representing the Customer at local events:</b>				
5.1	Representing the Customer at a local 1-day event	5	Number	300	1500
5.2	Representing the Customer at a local 2-day event	5	Number	400	2000
5.3	Representing the Customer at a local 3-day event	5	Number	900	2500
6	Contact establishing services	90	Number of contacts/visits	90	2500
7	Organizing joint marketing/advertising campaigns	1000	Hour	30	90000
8	<b>Services of organizing information tours for representatives of the media:</b>				
8.1	Information tours in Vilnius for representatives of the media (1-3 participants per hour)	10	Number of participants	250	2500

8.2.	Administration fee for organising an information tour (per tour with 1-3 participants)	10	Number	250	2500
9.	Virtual event with a presentation	15	Number	350	5250
<b>Tender price, EUR excl. of VAT**:</b>					95.250
<b>VAT:</b>					0
<b>Tender price, EUR incl. of VAT</b>					

\* Estimated quantity for tender comparison purposes. The Contracting Authority will order the Services/goods on as needed basis, without exceeding the amount of funds allocated for the procurement.

**Note:** Amounts in the tender must be rounded off to the accuracy of two decimal places.

Where the supplier is exempted from payment of VAT according to the law, the supplier must not write the amount inclusive of VAT, specifying the reason for non-payment of VAT: reverse charge transaction.

Supplier's administration mark-up	Mark-up proposed by the supplier, %****
Administration mark-up proposed by the supplier (*) for third-party services, calculated on each amount of a service ordered from a third party (excl. of VAT) without including the rates offered by the supplier in Table 1.***	5,00 %

\*\*\*The supplier must provide third-party service prices exclusive of VAT. The total price of third-party prices and administration: third-party price excl. of VAT + supplier's mark-up excl. of VAT + total VAT (if applicable).

\*\*\*\*The supplier **may not** offer a zero mark-up or a mark-up with the (-) sign (e. g. -1%). The mark-up percentage shall be specified in whole numbers or to the accuracy of one decimal place. The supplier **may not offer a mark-up higher than 10%**. If the supplier quotes a mark-up not complying with these requirements, his tender will be rejected.

**5. TERM OF VALIDITY OF THE TENDER**

The tender must be valid for at least 90 calendar days.

**6. CONFIDENTIAL INFORMATION**

The supplier must note that the information contained in the tenders as specified in Table 1 below will be made public, in accordance with the laws governing public procurement, practice of the Public Procurement Office, and case-law of courts.

Table 1

Item No.	Completed forms and other submissions	Basis for publication
1	Tender Form (without annexes, and details on the supplier (legal entity) as specified in Part I of this Tender Form, which may not be designated as confidential in any case)	Published according to Article 20(2) of the Law on Public Procurement
2	Details and other information on the Service Provider	Published according to Article 20(2) of the LPP, except information the disclosure of which is not permitted according to the Law on the Legal Protection of Personal Data.
3	Price and/or rates of the Services	Published according to Article 20(2) of the LPP, practice of the Public Procurement Office, and case-law of courts, except for late competitors.

Information on confidentiality of information contained in the Tender is presented in **Table 2**.

In order to ensure that publication of information contained in the tenders is not contrary to the law and legitimate interests of supplier and does not restrict free competition, please specify which part of the Tender is designated as confidential.

Table 2

<sup>1</sup> Republic of Lithuania Law on Public Procurement (the LPP)

Item No.	Completed forms and other submissions <sup>1</sup>	Confidential document? (Yes / No / Not submitted)	Basis for confidentiality of the document (i.e. on the list of trade secrets of the entity etc.)
1	Details on the signatory of the Tender as provided in the Tender Form	No	
2	Written power of attorney or another document granting the right of signature of the Tender (if applicable)	No	
3	<u>if there are any, the submission of which is requested</u>		

By signing this Tender, I confirm that all the documents submitted therewith are authentic.

Sven Meyer, Managing Director BZ COMM GmbH

(Name, job title and signature of the Service Provider or a person authorized by him)

<sup>1</sup> Individual documents or information provided therein may be considered as separate ones depending on confidentiality of the information.

<sup>2</sup> If the Tender is signed by a person authorized by the LPP, a written power of attorney or another document granting the right of signature must be attached.