

**AGREEMENT NO. 2**  
**FOR THE AMENDMENT TO THE CONTRACT OF 'DEVELOPMENT AND INSTALLATION OF THE**  
**INFORMATION SYSTEM FOR MANAGEMENT OF ENERGY BALANCE AND ADDITIONAL SERVICES'**  
**NO. 22VP-SUT-166 OF 29<sup>TH</sup> JUNE, 2022**

\_\_\_\_\_ of January, 2024, Vilnius, No.

**LITGRID AB** (hereinafter – **Buyer**), the company incorporated and operating in accordance with the laws of the Republic of Lithuania, legal entity code 302564383, registered office address Karlo Gustavo Emilio Manerheimio Str. 8, LT-05131 Vilnius, data about the company are collected and stored in the Register of Legal Entities of the Republic of Lithuania, represented by \_\_\_\_\_, on the one part, and

**UNICORN SYSTEMS A. S.** (hereinafter – **Seller**), legal entity code 25110853, registered office address V Kapslovne 2767/2, Praha 3, 13000, Czech Republic, data about the company is collected and stored in the Commercial Register maintained by the Metropolitan Court in Prague, represented by \_\_\_\_\_ on the other part,

hereinafter the Buyer and the Seller both together are referred to as the Parties, and each separately – as the Party,

**WHEREAS:**

- a) on the 29<sup>th</sup> of June 2022, Parties have entered into the “Development and installation of the information system for management of energy balance and additional services” Contract No. 22VP-SUT-166 (hereinafter – **Contract**);
- b) on the 13<sup>th</sup> of October 2023, the Seller has submitted a request (hereinafter – **Request**) to change the below listed Seller’s persons responsible for the provision of services according to the Contract and submitted the documents substantiating the qualification of newly employed persons:
  - i. \_\_\_\_\_ instead of \_\_\_\_\_ on position Programmer,
  - ii. \_\_\_\_\_ instead of \_\_\_\_\_ on position Tester,
  - iii. \_\_\_\_\_ instead of \_\_\_\_\_ on position Analyst,
  - iv. \_\_\_\_\_ instead of \_\_\_\_\_ on position Project Manager,
  - v. \_\_\_\_\_ instead of \_\_\_\_\_ on position Programmer,
  - vi. \_\_\_\_\_ instead of \_\_\_\_\_ on position Analyst.
- c) In accordance with Clause 1.6.2 of the General Conditions of the Contract, if the Purchase Conditions provide particular qualification requirements for the persons implementing the Contract of if the Seller based its offer on experience of such persons, only the persons satisfying such requirements are entitled to implement the Contract. When the persons indicated at the time of Purchase by the Seller are changed, the Seller has to get a written consent of the Purchaser. The Seller shall give the consent only after the Seller provides the documents supporting qualification and experience of persons in question.
- d) According to the documents provided by the Seller, the Buyer assessed the compliance of the Programmer \_\_\_\_\_, Tester \_\_\_\_\_, Analyst \_\_\_\_\_, Project Manager \_\_\_\_\_, Programmer \_\_\_\_\_ and Analyst \_\_\_\_\_ with the requirements set out in the procurement conditions and determined that Programmer \_\_\_\_\_, Tester \_\_\_\_\_, Analyst \_\_\_\_\_, Project Manager \_\_\_\_\_ Programmer \_\_\_\_\_ and Analyst \_\_\_\_\_ have the necessary qualifications;
- e) Clause 4.2.1 of the General Conditions of the Contract provides that the Contract may be amended by written agreement of the Parties if this does not contradict to the procedure described in the Law on Public Procurement /Law on Procurement;
- f) in accordance with Part 5 of Paragraph 1 of Article 97 of the Law on Procurement, performed by the entities, operating in the field of Water, Energy, Transport or Postal Services of the Republic of Lithuania,

the contract may be changed during its validity period without conducting a new procurement procedure, when the change, regardless of its value, is not essential;

**the Parties have entered into this Agreement on the amendment to the Contract (hereinafter – the Agreement), whereby they have agreed:**

1. To amend the List of specialists which is part of Annex 7.3 to the Contract “Seller’s tender” and change the respective specialists as follows:
  - i. instead of on position Programmer,
  - ii. instead of on position Tester,
  - iii. instead of on position Analyst,
  - iv. instead of on position Project Manager,
  - v. instead of on position Programmer,
  - vi. instead of n position Analyst.
2. The Agreement shall enter into force from the moment of entry therein and shall become an integral part of the Contract.
3. Other terms of the Contract are not changed, and they shall remain valid in their entirety.
4. The Agreement has been signed with the qualified electronic signatures of the Parties.
5. Annexes to the Agreement are an integral part of this Agreement. The following documents are enclosed to the Agreement:
  - 5.1. Seller’s 13<sup>th</sup> of October, 2023 request.
  - 5.2. Amended Specialist list, which is part of Annex 7.3 to the Contract “Seller’s tender”.

BUYER:

SELLER:

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Prague, 13.10.2023

Unicorn Systems a.s. is delivering services under the contract of 'Development and installation of the information system for management of energy balance and additional services' No. 22VP-SUT-166 of June 29th, 2022.

According to the article 6.6.2 of the Chapter 6. Other provisions of the Contract we would like to notify you that due to the organisational changes in Unicorn Systems a.s. the following personnel will join the project team:

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Please, find the documents, describing their qualification and experience attached (see annex 1 - SPECIALIST LIST FORM).

## SPECIALIST LIST FORM

Table No. 1

RELEVANT SPECIALISTS WORK EXPERIENCE:							
No.	Functions performed in the project	Name Surname, The employer's title	The precise point of the qualification requirement of Table 2 of Clause 3.1 of the SPC	Contact details of the employer	Start and end dates of the work	Job title	Description of relevant work experience
1.	Specialist No. 1 - Project Manager:		2.2 p.			Project manager	
2.	Specialist No. 2 - Expert of Information systems architecture	.	3.2 p.			Software architect	

3.	Specialist No. 3 - Programmer Specialist )	.		4.2 p.			Senior developer	
4.	Specialist No. 4 - Analyst (second Specialist )			5.2 p.			Business analyst	
5.	Specialist No. 5- Tester (second Specialist )			6.2 p.			Tester	
6.	Specialist No. 5- Tester (third Specialist )			6.2 p.			Tester	

7.	Specialist No. 3 - Programmer (first Specialist )		4.2 p.			Developer	
8.	Specialist No. 3 - Programmer (third Specialist )		4.2 p.			Analyst	
9.	Specialist No. 4 - Analyst (first Specialist )		5.2 p.			Analyst	,

10.	Specialist No. 4 - Analyst (second Specialist )		5.2 p.			Analyst	
11.	Specialist No. 5- Tester (second Specialist )		6.2 p.			Tester	

Table No. 2

No.						<b>RELEVANT SPECIALISTS EXPERIENCE IN PROJECTS:</b>
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	Functions performed in the project	Name surname, company	The precise point of the qualification requirement of Table 2 of Clause 3.1 of the SPC	Name, date and number of the project ) (if any) (contract on the basis of which the project preparation was carried out)	Exact start and end date <sup>1</sup> of the project (contract on the basis of which the project was carried out)	Customer (service recipient), his contact details	Short description of the project (basis of which the preparation was carried out)	Functions of a specialist in the implementation of a project (contract on the basis of which the preparation was carried out)	Value of the project (contract on the basis of which the preparation was carried out) in Eur without VAT	a document confirming the proper execution <sup>2</sup> , of the project (contract on the basis of which the project preparation was carried out), date
1.	Specialist No. 1 - the Project Manager		2.2 p							

<sup>1</sup> The end of the project (the contract on the basis of which the project was carried out) must fall within the specified period (before the deadline for submission of Applications) as indicated in the qualification requirement.

<sup>2</sup> Customer's / service recipient's reference / feedback / recommendation / service transfer-acceptance act or other document.



4.	Specialist No. 4 - <b>Analyst</b> (second Specialist )		5.3 p.							
5.	Specialist No. 5- <b>Tester</b> (second Specialist )		6.3 p.		-				.	Fifty_NM MS_aFRR_ REF_EN.p df







