

**CONTRACT FOR
PROCUREMENT OF SERVICES**

for

**Boiler steam super heaters surface cleaning by using “BANG and CLEAN“ technology.
Boiler under operation, online cleaning**

And

**Boiler steam super heaters surface mechanical cleaning by using pneumatic
and/or blasting equipment.
Boiler out of operation, offline cleaning**

Kaunas Waste to Energy

and

IRS GmbH

2023-08-...³¹

1 CONTRACTING PARTIES

UAB Kauno kogeneracinė įėgainė, business identity code/registration number 303792888, a limited liability company duly incorporated and organized under the laws of Lithuania, address Jėgainės g. 6, Biruliškės, LT-54469 Kauno r, Lithuania (“Purchaser”); and

IRS GmbH, business identity code/registration number HRB25736, a limited liability company duly incorporated and organized under the laws of Germany, address Felsbergstrasse 22A, Bensheim. DE- 64625 (“Supplier”).

2 OBJECT OF THE CONTRACT

The Supplier undertakes to sell and deliver and the Purchaser shall procure and pay for the Scope of Supply in accordance with this Contract. The Scope of Supply is further defined in the Appendices.

Any terms not defined herein shall be given the meaning provided to them in the Terms, from time to time.

3 ESSENTIAL CONDITIONS OF THE CONTRACT

3.1. The price of the Contract concluded with the Successful Tenderer will be equal to 390000,00 EUR excluding VAT.

3.2. When concluding the contract, there shall be no amendments to the tender price, expenses or other technical tender conditions, principal contract conditions set out in the procurement documents and procurement conditions set out in the procurement documents of the successful supplier.

3.3. The services shall be provided until complete fulfilment of the obligations, but no longer than 36 months.

3.4. Applied pricing – fixed rate.

3.5. Following the principle of rational use of funds, the Buyer shall have the right to initiate the reduction of prices / price rates, if the duration of the Contract is 6 (six) months or more and the Buyer determines that the prices rates of Services are non-competitive and non-compliant with the market conditions.

3.6. Price rates of Services shall not be subject to change throughout the duration of the Contract, except for in cases, where the price rates are reduced or changed according to the procedure established in Annex 9 to the SPC.

3.7. Settlement period shall be according to the provided invoice within 30 calendar days from the reception of the bill.

3.8. A party shall have the right to terminate the contract unilaterally after informing the other party in writing within 30 (thirty) calendar days.

3.9. A party shall have the right to terminate the contract unilaterally without recourse to court without prior notice if the other party has materially violated the contract.

3.10. If there is delay in provision of services within the period set out in the contract, the service provider, upon the request of the client, shall pay 0.05% interest on arrears of the price of the services that are delayed (excluding VAT) for each day delayed (but, in any case, not less than 300,00 Eur for the entire period of delay).

3.11. Contract amendments of technical nature (for example, mistakes of the parties, names, account

2023-08-31

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numbers, contact details, other details, etc.) shall not be considered as amendments of the contract conditions. The party shall inform the other party in writing in advance about amendments of technical nature, a separate confirmation of the other party shall not be provided. For the avoidance of doubt, the parties shall agree that, after the parties complete the conditions provided for in this paragraph, a separate agreement regarding contract amendment shall not be concluded, and the notice one party provided to another party shall be added to the contract and considered an integral part of the contract.

3.12. Other contract conditions (non-technical in nature) can be amended or supplemented only by mutual agreement of the parties, when the amendment or supplementation is provided for in the contract and/or is permissible pursuant to the legal acts regulating public procurement. Contract amendments and supplementations of such nature shall be concluded in writing and properly signed by both parties.

3.13. The parties shall agree that if any of the conditions of the contract and/or its annexes contradict the provisions of the legal acts regulating public procurement and/or conditions of the public procurement executed by client, the priority is given and party relations are subject to the provisions of the legal acts regulating public procurement and/or terms and conditions of the procurement executed by the client.

3.14. Disputes arising between the parties due to conditions of the contract and/or its implementation shall be resolved according to the procedure set out in legal acts of the Republic of Lithuania.

3.15. When performing a procurement contract, invoices shall be provided only by electronic means. Electronic invoices, complying with the European standard on electronic invoicing, the reference of which was published in the Commission Implementing Decision (EU) 2017/1870 of 16 October 2017 ‘on the publication of the reference of the European standard on electronic invoicing and the list of its syntaxes pursuant to Directive 2014/55/EU of the European Parliament and of the Council’ (OJ 2017 L 266, 19) (hereinafter – European standard on electronic invoicing), shall be provided by the supplier’s means of choice. *Electronic invoices failing to comply with European standard on electronic invoicing can be provided only by using the tools of the information system “E. sąskaita”.*

3.16. For failure to provide Services in compliance with the Procurement Conditions within the terms established in Technical specification paragraphs 6.1 of the SP of the Contract, at the request of the Buyer, the Service Provider shall pay the Buyer the default interest at the rate of 0.05% of the price of the delayed Services for each day by which the term has been exceeded (however, in any case, no more than 20,00 Eur (twenty eur 0 ct).

ANNEXES

Annex No 1 – Technical specification;

Annex No 2 – Quantity and Price Rates of the Object of the Procurement

Annex No 3 – Conditions for Recalculation of the Price Rates.

SIGNATURES

This Contract has been executed in two originals, one for each Party.

Any general terms or the like conditions possibly referred to or attached to the documentation by the Supplier are hereby expressly excluded.

By signing below, Supplier warrants that it has reviewed the Contract as well as all of its appendices and accepts them by signing this Contract.

2023-08-31 Kauno r.

2023-08-31 Mannheim

**Contract for cleaning with bang &
clean and mechanical cleaning**

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Quantity and Price Rates of the Object of the Procurement

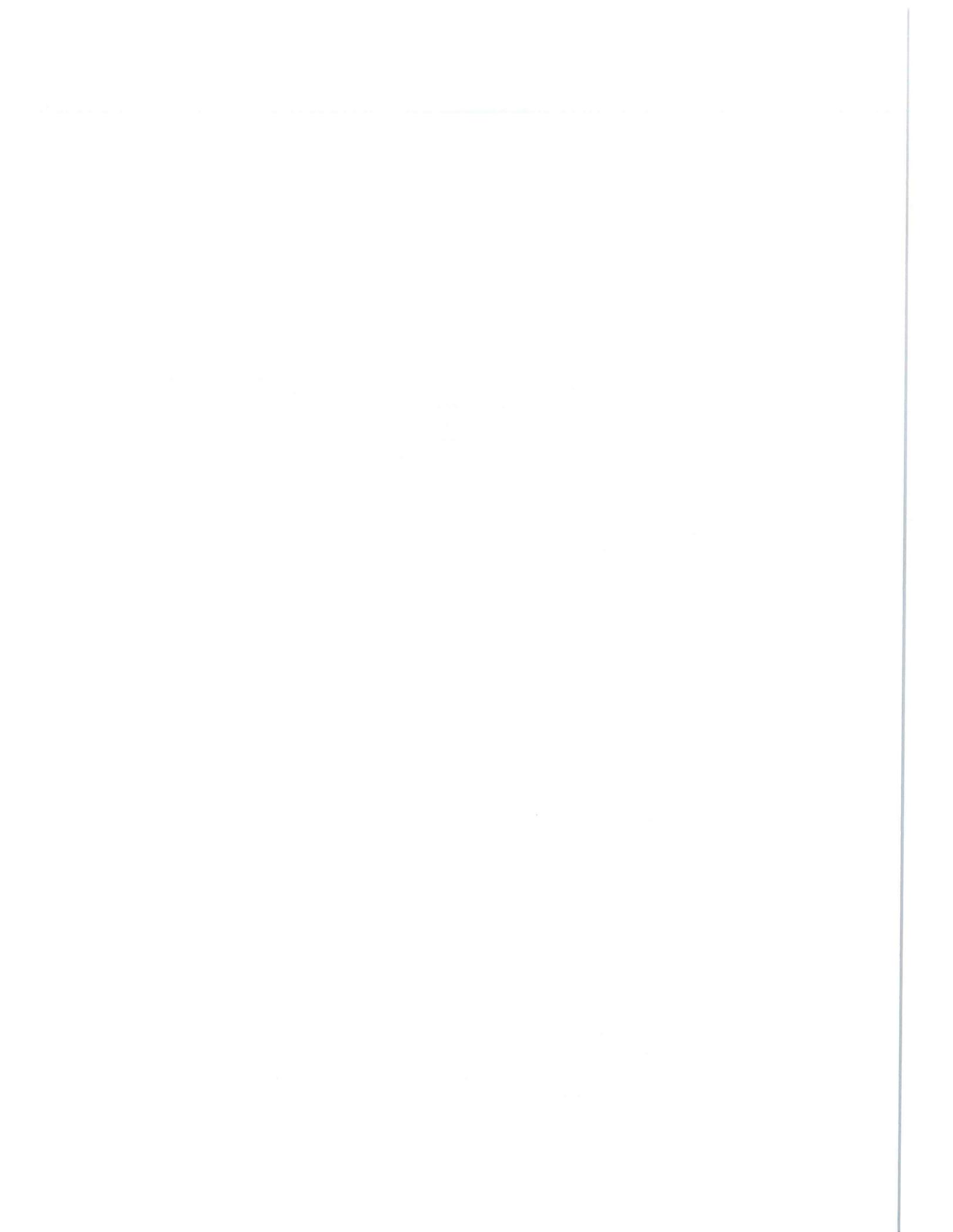
Eil. Nr. / No	Pirkimo objektas / Procurement object	Preliminarus kiekis Sutarties galiojimo laikotarpiu (ne daugiau kaip) ¹ / Preliminary quantity of the Contract during the period of validity (not more than) ²	1 karto vieneto įkainis, EUR be PVM / 1 unit price, EUR excluding VAT	Kaina, EUR be PVM ³ / Price in EUR excluding VAT ⁴ (CxD=E)
A	B	C	D	E
1.	Mobilization / Mobilizacija	15 kartų / units	4.000,00	60.000,00
2.	Boiler steam supper heaters surface cleaning by using BANG and Clean technology. Boiler under operation - Online Cleaning / Katilo perkaitų paviršių valymas kontroliuojamo dujų mišinio sprogimo būdu. Veikiant katilui. (Online Cleaning)	15 kartų / units	7.500,00	112.500,00
3.	Boiler steam supper heaters surface Mechanical cleaning by using pneumatic and/or blasting equipment. Boiler out of operation - Offline Cleaning / Katilo perkaitų paviršių valymas, naudojant pneumatinius įrankius arba abrazyvinį valymą. Išjungus katilą. (Offline Cleaning)	4 kartai / units	5.450,00	21.800,00

¹ Nurodytas preliminarus kiekis Pirkimo objekto kiekis. Pirkėjas neįsipareigoja nupirkti viso nurodyto kiekio.

² Indicated preliminary quantity of the Procurement object. The Buyer does not undertake to purchase the entire specified quantity.

³ Kaina EUR be PVM apskaičiuojama padauginant įkainį EUR be PVM iš preliminarus kiekio.

⁴ The price in EUR excluding VAT is calculated by multiplying the price in EUR excluding VAT by the preliminary quantity.



TECHNICAL SPECIFICATION

1. DEFINITIONS AND ABBREVIATIONS

- 1.1. **Client** – UAB Kauno kogeneracinė jėgainė
- 1.2. **Service Provider** – an economic entity, a natural person, a private legal entity, a public legal entity, other organisations and their subdivisions or a group of such persons with whom the Client enters into a Contract.
- 1.3. **Contract** – the Contract concluded between the Client and the Service Provider in relation to the Subject Matter of the Contract.
- 1.4. **Services** – cleaning of boiler surfaces with controlled gas mixture explosions and mechanically.
- 1.5. **Order** – a written order submitted to the Service Provider on the basis of the Contract by text message, email and/or through the information system specified by the Client, specifying the quantities, delivery addresses, and the deadline of the Services.
- 1.6. **Mobilisation** – arrival and departure at the address specified in Part 4 of the Technical Specification, including travel, accommodation, and other related costs.

2. SUBJECT MATTER OF THE CONTRACT

- 2.1. Cleaning with controlled explosions and mechanical cleaning of boiler flue systems.

3. SCOPE OF THE CONTRACT

- 3.1. The quantities of the Services are given in Table 1 below:

Table 1

No.	Name of the Services	Unit of Measurement	Preliminary Quantity ¹ for the Duration of the Contract
1.	Mobilisation	pcs	15
2.	Cleaning of boiler steam overheat surfaces with controlled gas mixture explosions. During boiler operation. (Online Cleaning)	pcs	15
3.	Cleaning of boiler steam overheat surfaces using pneumatic tools or abrasive cleaning. After switching off the boiler. (Offline Cleaning)	pcs	4

4. PLACE OF PROVISION OF THE SERVICES

- 4.1. The Services shall be provided: Kaunas District, Biruliškės village, Jėgainės Str. 6 LT-54469.

5. REQUIREMENTS FOR THE SUBJECT MATTER OF THE CONTRACT

Description of the Subject Matter of the Contract

- 5.1. Cleaning of boiler steam overheat surfaces with controlled gas mixture explosions while the boiler is operating. A water-cooled probe with a special bag is introduced into the boiler steam overheats through hatches near the heating surface to be cleaned. The bag is inflated with the gas mixture and the flammable mixture ignites. Shock waves or vibrations of the pipes and walls remove ash deposits. The composition of the gas mixture and the explosion strength are determined according to the amount of contamination. The boiler must remain in operation during the explosion.
- 5.2. Cleaning the boiler's steam overheat surfaces using pneumatic tools or abrasive cleaning after the boiler is switched off. If necessary, the Service Provider will be required to carry out mechanical cleaning of the boiler steam overheats after the surfaces have been cleaned with explosions. The boiler shall be shut down and the overheat surfaces shall be cleaned with pneumatic tools and/or glass, corundum, quartz or other abrasive materials. The method of cleaning shall be selected according to the amount of contamination of the boiler overheats. The abrasive materials required for mechanical cleaning shall be supplied by the Client.
- 5.3. Any cleaning work on the boiler must not damage parts of the boiler. To ensure the safety of equipment and personnel.
- 5.4. The unit of measurement for the Services shall be treated (Table 1, Lines 2-3) as the time required to provide the Service, not exceeding 8 hours.

¹ Preliminary quantity of the Services is specified. Throughout the duration of the Contract, the Client shall have the right to adjust the quantity of Services purchased, up to the maximum price of the Contract specified in the Contract. The Client shall not be obliged to purchase all or any part of the Services.

6. PROCEDURES AND DEADLINES FOR THE PROVISION OF SERVICES

- 6.1. The Services must be provided no later than within 10 (ten) days from the day of submission of the Order to the Service Provider.
- 6.2. The Service Provider shall provide the Services at the address(es) specified in Part 4 of the Technical Specification during the Client's working hours (7:30 a.m. to 4:30 p.m. Mon-Thu, 7:30 a.m. to 3:15 p.m. Fri).
- 6.3. A period of 3 (three) days shall be set, within which the Client must accept the Services (i.e. sign the statement of handover and acceptance of the result of the Services).

7. QUALITY AND RECTIFICATION OF DEFICIENCIES

- 7.1. Deficiencies in the Services and/or in the result of the Services shall be deemed to be a superheated steam temperature of < 450C when the boiler is operating at nominal load (107 T/h).
- 7.2. The Client shall have the right to apply to the Service Provider for the rectification of any deficiencies in the Services and/or the result of the Services no later than within 1 (one) day of the date of signing the statement of handover and acceptance of the provided Services/identification of the deficiencies.
- 7.3. The following deadline shall be set to address any deficiencies in the results of the Services identified by the Client: 1 (one) days.

8. TERMS OF PAYMENT

- 8.1. The Client shall pay the Service Provider for quality Services that were provided actually within 30 (thirty) days of the date of signing of the statement of handover and acceptance of the result of the Services and receipt of the Invoice.

8. DOCUMENTS ACCOMPANYING THE SERVICES PROVIDED

- 9.1. The statement of handover and acceptance of the result of the Services.

Rates Recalculation Conditions

Rates will be recalculated on the following conditions during the term of the Contract:

1. The first recalculation will take place no earlier than on expiry of 6 (six) months after the effective date of the Contract.
2. During the term of the Contract, the Rates will be recalculated and changed not more often than once 6 (six) months.
3. The recalculation will be made on a periodic basis as agreed, on expiry of at least 6 (six) months after the effective date of the Contract or at least 6 (six) months after the last recalculation date, in the following circumstances:
 - 3.1. if, according to Statistics Lithuania State Data Agency, the annual inflation in the Republic of Lithuania (based on consumer price index (CPI)) reaches 7 or a higher percentage value, or the annual deflation falls to -7 or a lower percentage value (data source <http://www.stat.gov.lt>);
 - 3.2. the Party that has chosen to make a recalculation of Rates must give the other Party a written notice of its intent to recalculate Rates.
4. The Rates will be recalculated according to the formula presented below:

$$C_{pn} = S_n \times (1 + (I - X) / 100)$$

C_{pn} – Rates recalculated for the Services;

S_n – Rates stipulated in the Contract for the Services;

I – the percentage value of the annual inflation/deflation (in the case of deflation, the value is entered with a 'minus' sign) (based on consumer price index (CPI)). The last value of the annual inflation/deflation in the Republic of Lithuania published in the last month preceding the month in which the request for recalculating the Rates was made is used for the recalculation (in any case, no earlier than 7 (seven) months after the effective date of the Contract or after the last recalculation of the Rates due to inflation/deflation), e. g, if the request is made in December, the inflation/deflation value published in November will be used in the recalculation;

X – in case of deflation (-7), in case of inflation 7.

5. The recalculated Rates will enter into effect on the date of signature of the agreement on the amendment to the Contract by both Parties unless the agreement states otherwise.
6. The Services ordered prior to the effective date of the agreement on recalculation of the Rates will be paid for by the Client at the current Rates, and the Services ordered after the said date shall be paid at the Rates upon recalculation.

