

**SERVICES OF GENERATORS MODELS UPDATE AND VERIFICATION FOR THE ISOLATED OPERATION TEST  
SALE AND PURCHASE CONTRACT (project)  
[place], [date], No \_\_\_\_\_**

**LITGRID AB** (hereinafter referred to as the '**Purchaser**'), a company organised and operating in accordance with the Lithuanian law, business ID 302564383, registered office address A. Juozapavičiaus g. 13, LT-09311 Vilnius, data on the company being collected and stored in the Register of Legal Entities of the Republic of Lithuania, represented by [position and name] acting under [basis of representation], and [position and name] acting under [basis of representation], on the one part, and

**[Name of the Seller]** (hereinafter referred to as the '**Seller**'), a company organised and operating in accordance with the Lithuanian law, business ID [ID], registered office address [address], data on the company being collected and stored in the Register of Legal Persons of the Republic of Lithuania, represented by [position and name] acting under [basis of representation], on the other part,

Both parties hereinafter collectively referred to as the '**Parties**' and each individually as the '**Party**',

Whereas the Seller has been declared the Winning Tenderer in the procurement [procurement's title, method, date of publication and number (if published)] organised by the Purchaser, the Parties have concluded this sale and purchase contract (hereinafter referred to as the '**Contract**') for the following:

## **1. SUBJECT OF CONTRACT**

- 1.1. The Seller shall provide to the Purchaser the services of **Generators models update and verification for the isolated operation test** meeting the requirements set out in Annex [...] to the Contract (hereinafter referred to as the '**Services**').
- 1.2. The Seller shall provide the Services to the Purchaser at **A. Juozapavičiaus str. 13, Lithuania**.
- 1.3. The Services shall be deemed to have been provided upon signature, by the Parties, a transfer and acceptance certificate for the Services.

## **2. ORDERS**

- 2.1. The Services shall be sold against order of the Purchaser, placed and via email / by phone.
- 2.2. An order shall be deemed to be fulfilled upon provision of all the Services thereunder by the Seller to the Purchaser.
- 2.3. Orders shall be subject to amendment or withdrawal by mutual agreement of the Parties' representatives. An order may be withdrawn on a unilateral basis, on the terms and conditions of termination of the Contract, by giving the other Party a 5 days' notice.

## **3. TIME LIMITS**

- 3.1. The Seller shall complete the provision of the Services until 1 April 2019. The term of the provision of the Services shall be extended once for one month if the Purchaser delays the provision of the information necessary for the performance of the Contract.
- 3.2. The Contract shall be executed according to a schedule. The Seller shall submit a draft schedule for agreement within 5 days from the date of the Contract.
- 3.3. Should the Seller fail to provide the Services in due time, the Purchaser shall have the right to claim penalty at the rate of 0.04% of the Contract Price (excluding VAT) for each delayed day.

## **4. PRICE AND TERMS OF PAYMENT**

- 4.1. Total price of the Contract:
  - a) Contract Price excluding VAT: [currency and amount];
  - b) Value added tax (VAT): [currency and amount];
  - c) Contract Price including VAT: [currency and amount].
- 4.2. The Contract Price specified above shall be a fixed amount which shall be paid by the Purchaser to the Seller for all the Services specified in the Contract (hereinafter referred to as the '**Service Price**').
- 4.3. The Purchaser shall pay the Service Price within 30 days upon provision of all the Services and upon receipt of a tax invoice and upon signature of the Services' transfer - acceptance certificate by the

parties through E. sąskaita (E-invoice) system. / For foreign Seller The Purchaser shall pay the Service Price within 30 days upon receipt of the tax invoice. Tax invoices will be sent via e-mail to Purchaser and shall be uploaded to e-saskaita portal (<https://www.esaskaita.eu/web/esaskaita/>).

## 5. RESPONSIBLE PERSONS

5.1. The Parties hereby appoint the following responsible persons for all matters related to the execution of the Contract:

The Purchaser's responsible person:	The Seller's responsible person:
Position and name	Position and name
Telephone and fax	Telephone and fax
E-mail	E-mail

5.2. Person responsible for the publication of the Contract:

## 6. OTHER PROVISIONS

6.1. Fulfilment of the Seller's obligations under the Contract shall be secured by a bank guarantee in the amount of 20 000 Eur, which has been submitted by the Seller prior to the date of signature of the Contract.

6.2. The Parties shall execute this Contract in accordance with the terms and conditions referred to above and LITGRID AB's General Terms and Conditions of Sale and Purchase Contract PPS:2017 approved by Order of LITGRID AB's Managing Director No IS-140 of 18 October 2017, which shall form an integral part of the Contract. In case of discrepancies or contradictions between these terms and conditions of Contract and the General Terms and Conditions of Sale and Purchase Contract, these terms and conditions of the Contract shall prevail.

### Annexes to the Contract:

- 1) LITGRID AB's General Terms and Conditions of Sale and Purchase Contract;
- 2) Technical Specifications;
- 3) Contract Documents including any clarifications and updates;
- 4) The Seller's Tender;
- 5) [...].

In witness whereof the Parties have executed the Contract in two original copies, a copy for each Party.

#### Purchaser:

LITGRID AB

Business ID 302564383

A. Juozapavičiaus str. 13, LT-09311 Vilnius

Tel. +370 707 02171;

Fax +370 5 272 3986

Account No LT457300010124963570

Swedbank, AB (bank code 73000)

VAT reg. No LT100005748413

[Name]

[Position]

#### Seller:

[Name]

[Position]

(signature)

[Name]

[Position]

(signature)

Seal

(signature)

Seal