

Pirkimo dokumentai pateikiami lietuvių ir anglų kalbomis. Esant neatitikimams ar nesutapimams tarp lietuvių ir anglų kalbų, anglų kalba parašytas tekstas turi viršenybę.

Tender documents are made in Lithuanian and English. In case of discrepancies or inconsistencies between the Lithuanian and English texts, the text in English shall prevail.

**UAB BIOTECHNOLOGINĖS
FARMACIJOS CENTRAS
„BIOTECHPHARMA“**

Imonės kodas 300041719, registruota buveinė Mokslininkų g. 4, LT-08412 Vilnius, Lietuva

**UAB BIOTECHNOLOGINĖS
FARMACIJOS CENTRAS
„BIOTECHPHARMA“**

Company code 300041719, registered office at Mokslininkų St. 4, 08412 Vilnius, Lithuania

**KONKURSO SĄLYGOS
MODULINĖ IR KITA ĮRANGA**

PATVIRTINTA
Pirkimo komisijos
2019-07-25 protokolu

**TENDER CONDITIONS
MODULAR UNITS AND OTHER
EQUIPMENT**

APPROVED
by minutes of the
Procurement Commission
27-07-2019

1. BENDROSIOS NUOSTATOS

1.1. UAB Biotechnologinės farmacijos centras „Biotechpharma“ (toliau vadinama – Pirkėjas) įgyvendindama 2014-2020 m. Europos Sąjungos fondų investicijų projektą „Inovatyvių, mikrobine biosinteze pagrįstų, technologijų kūrimas bei mikrobinės biosintezės MTEP infrastruktūros plėtra“ (Nr. 01.2.1-LVPA-K-855-01-0001) (priemonė „Intelektas LT - 2“, 1 prioritetas „Mokslinių tyrimų, eksperimentinės plėtros ir inovacijų skatinimas“) (toliau - Projektas), numato įsigyti biofarmacijos procesų tyrimų įrangą.

1.2. Vartojamos pagrindinės sąvokos, apibrėžtos Projektų finansavimo ir administravimo taisyklėse, patvirtintose Lietuvos Respublikos finansų ministro 2014 m. spalio 8 d. įsakymu Nr. 1K-316 (aktualios redakcijos) (toliau – Taisyklės).

1.3. Pirkimas vykdomas vadovaujantis Taisyklėmis, Lietuvos Respublikos civiliniu kodeksu (toliau – Civilinis kodeksas), kitais teisės aktais bei konkurso sąlygomis.

1.4. Skelbimas apie pirkimą paskelbtas Europos Sąjungos struktūrinės paramos svetainėje www.esinvesticijos.lt.

1. GENERAL PROVISIONS

1.1. UAB Biotechnologinės farmacijos centras „Biotechpharma“ (hereinafter referred to as the Buyer) implementing 2014-2020 European Union funds investment project “An intelligent automatization platform for high-throughput recombinant protein biosynthesis” (No 01.2.1-LVPA-K-855-01-0001) (measure “Intellect LT - 2”, Priority 1 “Promotion of scientific researches, experimental development and innovations” (hereinafter referred to as the “Project”), intends to purchase the equipment of researches of biopharmaceutical processes.

1.2. Main concepts, defined in the Project Funding and Administration Rules, adopted by the Order No 1K-316 of 8th October 2014 of the Minister of Finance of the Republic of Lithuania (actual version) ((hereinafter referred to as the “Rules”) are used.

1.3. The Procurement shall be executed in accordance with the Rules, the Civil Code of the Republic of Lithuania (hereinafter - the Civil Code), other legal acts and conditions of the tender.

1.4. The procurement notice is published on the European Union Structural Assistance website www.esinvesticijos.lt.

1.5. Pirkimas atliekamas konkurso būdu laikantis lygiateisiškumo, nediskriminavimo, abipusio pripažinimo, proporcingumo, skaidrumo principų.

1.6. Konkursui neįvykus dėl to, kad nebuvo gauta nė vieno Pirkėjo nustatytus reikalavimus atitinkančio Tiekėjo pasiūlymo, Pirkėjas pasilieka teisę naują pirkimą vykdyti Taisyklių 461 punkte nustatyta tvarka.

1.7. Pirkėjas yra pridėtinės vertės mokesčio (toliau – PVM) mokėtojas. PVM mokėtojo kodas - LT100001266014.

1.8. Pirkimą organizuoja ir vykdo Pirkėjo sudaryta pirkimo komisija (toliau – Komisija).

1.9. Išlaidos, susijusios su dalyvavimu pirkime, Tiekėjams nekompensuojamos.

1.10. Pirkėjo įgaliotas asmuo palaikyti tiesioginį ryšį su tiekėjais ir gauti iš jų su pirkimo procedūromis susijusius pranešimus: projektų vadovas Justinas Ožiūnas, tel. +370 5 219 5284.

2. PIRKIMO OBJEKTAS

2.1. Pirkimo objektas: **modulinė ir kita įranga**. Pirkimas į pirkimo dalis neskaidomas. Pasiūlymas turi būti pateiktas visai pirkimo sąlygų techninėje specifikacijoje nurodytai apimčiai, neskaidant jos smulkiau.

2.2. Reikalavimai pirkimo objektui yra nurodyti šių konkurso sąlygų 1 ir 2 priede pateiktose techninėse specifikacijoje ir 3 priede pateiktose pirkimo sutarties sąlygose. Apibūdinant pirkimo objektą nėra nurodomas konkretus modelis ar šaltinis, konkretus procesas ar prekės ženklas, patentas, tipas, konkreti kilmė ar gamyba. Jei vis dėlto būtų nurodomas konkretus modelis ar šaltinis, konkretus procesas ar prekės ženklas, patentas, tipai, konkreti kilmė ar gamyba, Tiekėjai gali šiame pirkime siūlyti lygiaverčius sprendinius nurodytiems.

2.3. Su pirkimo laimėtoju bus sudaroma sutartis pagal konkurso sąlygų 3 priede pateikiamą sutarties projektą.

2.4. Tiekėjo įsipareigojimai turi būti įvykdyti per konkurso sąlygų 3 priede nurodytus terminus. Pirkimo sutarties vykdymo terminas gali būti

1.5. The procurement shall be carried out by means of a tendering procedure in accordance with the principles of equality, non-discrimination, mutual recognition, proportionality, transparency.

1.6. If the tender procedure does not take place because the Supplier's offers, which would comply with the requirements determined by the Buyer, were not received, the Buyer reserves the right to execute the new procurement in accordance with the procedure established in Item 461 of the Rules.

1.7. The Buyer is the payer of value added tax (hereinafter - VAT). VAT payer code - LT100001266014.

1.8. Procurement Commission (hereinafter - Commission), formed by the Buyer, organizes and executes the procurement.

1.9. Expenses related to participation in the procurement are not refunded to Suppliers.

1.10. The person authorized by the Buyer to maintain direct contact with suppliers and receive from them notifications related to procurement procedures: project manager Justinas Ožiūnas, phone no. +370 5 219 5284.

2. PURCHASE OBJECT

2.1. Purchase object: **Modular units and other equipment**. Purchase is not divided into purchase parts. The tender must be submitted to the full extent specified in the technical specification of the terms of purchase without splitting.

2.2. The requirements for the purchase object are set out in the technical specification in Annex 1 and Annex 2 of these tender conditions and in draft purchase contract conditions in Annex 3. When describing a purchase object, the particular model or source, the specific process or trademark, the patent, the type, the specific origin or production are not specified. If, however, a specific model or source, a specific process or brand, a patent, types, a particular origin or production were identified, suppliers may offer solutions that are equivalent to the specified solutions in this purchase.

2.3. The purchase contract will be concluded with the winner of the tender in accordance with the draft purchase contract in Annex 3 of the tender conditions.

2.4. The Supplier's obligations must be fulfilled within the deadlines specified in Annex 3 of the tender conditions. The term for the performance

pratęstas tik kartu su pirkimo dokumentais paskelbto pirkimo sutarties projekto nustatyta tvarka bei terminais.

2.5. Pirkimo sutarties vykdymo vieta: Mokslininkų g. 4, 08412 Vilnius, Lietuva.

3. REIKALAUJAMA KVALIFIKACIJA

3.1. Tiekėjas, dalyvaujantis pirkime, turi atitikti šiuos kvalifikacijos reikalavimus ir su pasiūlymu pateikti toliau nurodytus dokumentus:

3.1.1. Tiekėjas per pastaruosius 5 metus arba per laiką nuo tiekėjo registracijos dienos (jeigu tiekėjas vykdė veiklą mažiau nei 5 metus) turi būti tinkamai įvykdęs bent 1 (vieną) atskirų gamykliškai išbaigtų segmentų (modulinio tipo) biotechnologinės arba farmacinės laboratorijos gamybos sutartį, kurios vertė turi būti ne mažesnė kaip 10 000 000,00 Eur be PVM.

Tiekėjo, neatitinkančio šio reikalavimo, pasiūlymas atmetamas.

Tiekėjas kartu su pasiūlymu turi pateikti pažymą apie įvykdytą sutartį pagal šių pirkimo sąlygų priede Nr. 2 pateiktą formą.

3.2. Jei pasiūlymas teikiamas ūkio subjektų grupės jungtinės veiklos sutarties pagrindu, bent vienas ūkio subjektų grupės narys turi atitikti 3.1 punkte nustatytus reikalavimus ir pateikti nurodytus dokumentus.

3.3. Tiekėjo pasiūlymas atmetamas, jeigu apie nustatytų reikalavimų atitikimą jis pateikė melagingą informaciją, kurią pirkėjas gali įrodyti bet kokiomis teisėtomis priemonėmis.

3.4. Jei pirkimo procedūrose dalyvauja ūkio subjektų grupė, ji pateikia jungtinės veiklos sutartį arba tinkamai patvirtintą jos kopiją. Jungtinės veiklos sutartyje turi būti nurodyti kiekvienos šios sutarties šalies įsipareigojimai vykdant numatomą su pirkėju sudaryti pirkimo sutartį, šių įsipareigojimų vertės dalis, įeinanti į bendrą pirkimo sutarties vertę. Jungtinės veiklos sutartis turi numatyti solidarią visų šios sutarties šalių atsakomybę už prievolių pirkėjui nevykdymą. Taip pat jungtinės veiklos sutartyje turi būti numatyta, kuris asmuo atstovauja ūkio subjektų grupei (su kuo pirkėjas turėtų bendrauti pasiūlymo vertinimo metu kylančiais klausimais ir teikti su pasiūlymo įvertinimu susijusią informaciją, kuriam partneriui

of the purchase contract may be extended only in accordance with the procedure and terms established in the draft purchase contract published with the procurement documents.

2.5. Place of implementation of the purchase contract: Mokslininkų g. 4, 08412 Vilnius, Lithuania.

3. REQUIRED QUALIFICATION

3.1. The Supplier participating in the tender must meet the following qualification requirements and submit the following documents with the proposal:

3.1.1. The supplier must have successfully completed at least 1 (one) contract for the manufacturing of biotechnology or pharmaceutical laboratory from individual factory-finished segments (modular type) for at least 10 000 000,00 Eur excluding VAT within the last 5 years or from the date of its registration (if the supplier has operated for less than 5 years).

The proposal of the Supplier that does not meet this requirement is rejected.

The Supplier shall submit a certificate of the contract executed together with the proposal in accordance with the form set out in the Annex 2 to these tender conditions.

3.2. Where a group of economic undertakings operating on the basis of a joint venture agreement submits a tender, at least one member of the group of economic undertakings shall meet the requirements laid down in article 3.1 and present the documents specified.

3.3. The Supplier's proposal is rejected if it has provided false information about compliance with the requirements, which can be proved by the Buyer by any legal means.

3.4. If a group of economic operators is involved in procurement procedures, it shall submit a joint-activity agreement or a duly certified copy thereof. The obligations of each party to this contract performing the purchase contract, intended to conclude with the Buyer, the part of the value of these obligations, which is included in the total value of the purchase contract, must be indicated in the joint-activity agreement. The joint-activity agreement must provide the joint and several liability of all parties to this agreement for non-performance of obligations to the Buyer. Also, it should be provided in the joint-activity agreement, which person represents the group of economic operators (with whom the

suteikti įgaliojimai pateikti pasiūlymą, jį pasirašyti, sudaryti pirkimo sutartį).

4. PASIŪLYMŲ RENGIMAS, PATEIKIMAS, KEITIMAS

4.1. Pateikdamas pasiūlymą tiekėjas sutinka su šiomis konkurso sąlygomis ir patvirtina, kad jo pasiūlyme pateikta informacija yra teisinga ir apima viską, ko reikia tinkamam pirkimo sutarties įvykdymui.

4.2. Pasiūlymas turi būti pateikiamas raštu, pasirašytas tiekėjo arba jo įgalioto asmens.

4.3. Tiekėjo pasiūlymas bei kita korespondencija pateikiama lietuvių arba anglų kalbomis. Jei atitinkami dokumentai yra išduoti kita kalba, turi būti pateiktas tiekėjo ar jo įgalioto asmens parašu patvirtintas vertimas į lietuvių arba anglų kalbą.

4.4. Tiekėjas pasiūlymą privalo pateikti pagal konkurso sąlygų 2 priede pateiktą formą. Pasiūlymas teikiamas užklijuotame voke. Ant voko turi būti užrašytas Pirkėjo pavadinimas: UAB „Biotechpharma“ adresas: Mokslininkų g. 4, 08412 Vilnius; pirkimo pavadinimas; tiekėjo pavadinimas ir adresas. Ant voko taip pat gali būti užrašas „Neatplėšti iki pasiūlymų pateikimo termino pabaigos“. Vokas su pasiūlymu gražinamas jį atsiuntusiam tiekėjui, jeigu pasiūlymas pateiktas neužklijuotame voke.

4.5. Pasiūlymą sudaro tiekėjo raštu pateiktų dokumentų visuma:

4.5.1. užpildyta pasiūlymo forma, parengta pagal šių pirkimo konkurso sąlygų 2 priedą;

4.5.2. jungtinės veiklos sutartis arba tinkamai patvirtinta jos kopija, jei bendrą pasiūlymą teikia ūkio subjektų grupė;

4.5.3. atitikimą kvalifikacijos reikalavimams įrodantys dokumentai, nurodyti pirkimo sąlygų 3.1 punkte;

4.5.4. kita konkurso sąlygose prašoma informacija ir (ar) dokumentai.

4.5.5. **prie pasiūlymo pridedama USB laikmena su pasiūlymu Excel formatu ir kitų pasiūlymo dokumentų elektroninėmis kopijomis.**

Buyer should communicate on issues arising during the evaluation of the proposal and provide information on the evaluation of the proposal, which partner is authorized to submit a proposal, sign it, sign the purchase contract).

4. PREPARATION, PRESENTATION, CHANGE OF PROPOSALS

4.1. Submitting a tender, the Supplier agrees with these conditions of the tender and confirms that the information contained in its proposal is correct and includes everything necessary for the proper performance of the purchase contract.

4.2. The tender must be submitted in writing, signed by the Supplier or its authorized representative.

4.3. The Supplier's tender and other correspondence shall be submitted in Lithuanian or English. If the relevant documents are issued in another language, a translation into Lithuanian or English confirmed by signing by the Supplier or its authorized person must be submitted.

4.4. The tender must be submitted in accordance with the form set out in Annex 1 to the tender specifications. The proposal is presented in a sealed envelope. The name of the Buyer must be written on the envelope: UAB “Biotechpharma” address: Mokslininkų St. 4, 08412 Vilnius; the name of the tender; the name and address of the Supplier. Also, the note “Not to be opened before the tender submission deadline” can be on the envelope. The envelope with the offer is returned to the Supplier who sent it, if the offer is in a non-sealed envelope.

4.5. The proposal consists of a set of documents submitted by the Supplier in writing:

4.5.1. the completed tender form prepared in accordance with Annex 2 of these tender conditions;

4.5.2. the joint-activity agreement or a duly certified copy thereof, if a joint tender is submitted by a group of economic operators;

4.5.3. The documents proving conformity with the qualification requirements set out in Article 3.1 of these tender conditions;

4.5.4. other information and / or documents requested in the tender conditions;

4.5.5. **The offer shall be accompanied by a USB storage device with the offer in Excel format and copies of other documents of proposal.**

4.6. Tiekėjas gali pateikti tik vieną pasiūlymą – individualiai arba kaip ūkio subjektų grupės narys. Jei tiekėjas pateikia daugiau kaip vieną pasiūlymą arba ūkio subjektų grupės narys dalyvauja teikiant kelis pasiūlymus, visi tokie pasiūlymai bus atmesti.

4.7. Tiekėjas, pateikdamas pasiūlymą, turi siūlyti visą nurodytą prekių kiekį nurodant kainą be PVM ir su PVM.

4.8. Tiekėjams nėra leidžiama pateikti alternatyvių pasiūlymų. Tiekėjui pateikus alternatyvų pasiūlymą, jo pasiūlymas ir alternatyvus pasiūlymas (alternatyvūs pasiūlymai) bus atmesti.

4.9. Pasiūlymas turi būti pateiktas ne vėliau kaip pirkimo skelbime paskelbtame interneto svetainėje <https://www.esinvesticijos.lt> nurodytą dieną 10:00 val. (Lietuvos Respublikos laiku) atsiuntus jį paštu, per pasiuntinį ar tiesiogiai atvykus šiuo adresu: Mokslininkų g. 4, 08412 Vilnius. Tiekėjo prašymu Pirkėjas nedelsdamas pateikia rašytinį patvirtinimą, kad tiekėjo pasiūlymas yra gautas, ir nurodo gavimo dieną, valandą ir minutę.

4.10. Pirkėjas neatsako už pašto vėlavimą ar kitus nenumatytus atvejus, dėl kurių pasiūlymai nebuvo gauti ar gauti pavėluotai. Pavėluotai gauti pasiūlymai neatplėšiami ir grąžinami tiekėjui registruotu laišku.

4.11. Pasiūlymuose nurodoma prekių kaina pateikiama eurais, turi būti išreikšta ir apskaičiuota taip, kaip nurodyta šių konkurso sąlygų 1 priede. Apskaičiuojant kainą, turi būti atsižvelgta į visą šių konkurso sąlygų 1 priede nurodytą prekių kiekį, kainos sudėtinės dalis, į techninės specifikacijos reikalavimus, pirkimo sutarties sąlygas pridėtas prie šių konkurso sąlygų ir kt. Į prekių kainą turi būti įskaityti visi mokesčiai ir visos tiekėjo išlaidos.

4.12. Pasiūlymas turi galioti ne trumpiau nei 6 mėnesius nuo pasiūlymų pateikimo termino pabaigos. Jeigu pasiūlyme nenurodytas jo galiojimo laikas, laikoma, kad pasiūlymas galioja tiek, kiek numatyta pirkimo dokumentuose.

4.13. Kol nesibaigė pasiūlymų galiojimo laikas, pirkėjas turi teisę prašyti, kad tiekėjai pratęstų jų galiojimą iki konkrečiai nurodyto laiko. Tiekėjas gali atmesti tokį prašymą.

4.6. The Supplier may submit only one tender, either individually or as a member of a group of economic operators. If a Supplier submits more than one tender or a member of a group of economic operators is presenting several tenders, all such tenders will be rejected.

4.7. When submitting a tender, the Supplier shall offer the full quantity of the goods indicated, specifying the unit price without VAT and with VAT.

4.8. Suppliers are not allowed to submit alternative offers. If an alternative offer is submitted by the Supplier, its offer and alternative offer (alternative offers) will be rejected.

4.9. The proposal must be submitted not later than 10 a.m. (time of the Republic of Lithuania) on the day specified in the procurement notice published in the web site <https://www.esinvesticijos.lt> (sending it by post, courier or arriving directly at the following address: Mokslininkų St. 4, 08412 Vilnius. Upon the Supplier's request, the Buyer shall promptly provide a written confirmation that the Supplier's offer has been received and specify the day, hour and minute of receipt.

4.10. The Buyer is not responsible for the delay of the mail or other unforeseen events, for which offers were not received or they were received late. Delayed offers will not be opened and returned to the Supplier by registered mail.

4.11. The price of the goods, which is indicated in the proposals, is given in euro, it must be expressed and calculated as indicated in Annex 1 to these tender specifications. During calculation of the price, the total quantity of the goods, the components of the price, the requirements of the technical specification, specified in Annex 1 to these tender conditions shall be taken into account, also, the main terms and conditions of the purchase contract annexed to the tender conditions shall be taken into account and etc. The price of the goods must include all taxes and all costs of the Supplier.

4.12. The tender must be valid for at least 6 months from the deadline for submission of tenders. If the proposal does not specify its period of validity, the tender shall be deemed to be valid for the duration of the tender documents.

4.13. While the validity period of the tenders has not expired, the Buyer has the right to ask that Suppliers would extend their validity until a specified time. The Supplier may reject such a request.

4.14. Pirkėjas turi teisę pratęsti pasiūlymo pateikimo terminą. Apie naują pasiūlymų pateikimo terminą Pirkėjas praneša raštu visiems tiekėjams, gavusiems konkurso sąlygas.

4.15. Tiekėjas iki galutinio pasiūlymų pateikimo termino turi teisę pakeisti arba atšaukti savo pasiūlymą. Toks pakeitimas arba pranešimas, kad pasiūlymas atšaukiamas, pripažįstamas galiojančiu, jeigu Pirkėjas jį gauna pateiktą raštu iki pasiūlymų pateikimo termino pabaigos.

5. KONKURSO SĄLYGŲ PAAIŠKINIMAS IR PATIKSLINIMAS

5.1. Pirkėjas atsako į kiekvieną Tiekėjo prašymą paaiškinti pirkimo sąlygas pateiktą užpildant paklausimo formą interneto svetainėje <https://forms.gle/fx8SeQAbreTrL6sc9> (autentifikacija nereikalaujama, prašome pildyti kiekvieną klausimą atskirai), jeigu prašymas gautas ne vėliau kaip prieš 4 darbo dienas iki pirkimo pasiūlymų pateikimo termino pabaigos. Į laiką gautą tiekėjo prašymą paaiškinti konkurso sąlygas pirkėjas atsako ne vėliau kaip per 2 darbo dienas nuo jo gavimo dienos ir ne vėliau kaip likus 2 darbo dienoms iki pasiūlymų pateikimo termino pabaigos. Pirkėjas, atsakydamas tiekėjui, kartu paskelbia skelbimą su paaiškinimais interneto svetainėje <https://www.esinvesticijos.lt>, nenurodydamas bet nenurodo, kuris tiekėjas pateikė prašymą paaiškinti konkurso sąlygas.

5.2. Nesibaigus pasiūlymų pateikimo terminui, bet ne vėliau kaip likus 2 darbo dienoms iki pasiūlymų pateikimo termino pabaigos, Pirkėjas turi teisę savo iniciatyva paaiškinti, patikslinti konkurso sąlygas.

5.3. Pirkėjas nerengs susitikimų su tiekėjais dėl pirkimo dokumentų paaiškinimų.

6. PASIŪLYMŲ NAGRINĖJIMAS

6.1. Pasiūlymų nagrinėjimo, vertinimo ir palyginimo procedūras atlieka Komisija, tiekėjams ar jų įgaliotiems atstovams nedalyvaujant. Iki vokų atplėšimo posėdžio pasiūlymai saugomi neatplėšti ir kainos nėra tikrinamos.

6.2. Komisija nagrinėja ar tiekėjai pasiūlyme pateikė visus duomenis, dokumentus ir informaciją, apibrėžtą šiose konkurso sąlygose ir ar pasiūlymas atitinka šiose konkurso sąlygose nustatytus reikalavimus. Jeigu dalyvis pateikė

4.14. The Buyer has the right to extend the deadline for submission of the offer. The Buyer shall notify all suppliers that received the conditions of the tender in writing about the new deadline for submission of tenders.

4.15. The Supplier has the right to change or cancel its tender before the deadline for submission of tenders. Such change or notice that the offer is withdrawn shall be deemed valid if the Buyer receives it in writing before the deadline for submission of tenders.

5. EXPLANATION AND CLARIFICATION OF THE TENDER CONDITIONS

5.1. The Buyer shall respond to each request of the Supplier to clarify the terms of the purchase submitted by filling the electronic form on the web site <https://forms.gle/fx8SeQAbreTrL6sc9> (authentication is not required, please fill each question in separate form) if the request is received no later than 4 business days before the deadline for submission of tender offers. The Buyer responds to the Supplier's timely request for clarification of the terms of the tender no later than 2 business days from the date of receipt and no later than 2 working days before the deadline for submission of tenders. The Buyer, in response to the Supplier, is publishing clarifications on the web site <https://www.esinvesticijos.lt>, but does not specify which Supplier has submitted the request to clarify the terms of the tender.

5.2. The Buyer has the right to explain and clarify the terms of the tender on his own initiative before the deadline for submission of tenders, but no later than 2 working days before the deadline for submission of tenders.

5.3. The Buyer will not organize meetings with suppliers for explanations of tender documents.

6. EXAMINATION OF TENDERS

6.1. The Commission performs the procedures of examining, evaluating and comparing of proposals without the presence of suppliers or their authorized representatives. Envelopes are kept sealed and prices are not reviewed until tender opening session.

6.2. The Commission examines whether the suppliers have provided in the tender all the data, documents and information specified in these tender terms and whether the proposal meets the requirements set in these tender terms. If the

netikslius, neišsamius ar klaidingus dokumentus ar duomenis apie atitiktį pirkimo dokumentų reikalavimams arba šių dokumentų ar duomenų trūksta, Komisija privalo nepažeisdama lygiateisiškumo ir skaidrumo principų prašyti dalyvį šiuos dokumentus ar duomenis patikslinti, papildyti arba paaiškinti per jos nustatytą protingą terminą. Tikslinami, papildomi, paaiškinami ir pateikiami nauji gali būti tik dokumentai ar duomenys dėl tiekėjo atitikties kvalifikacijos reikalavimams, tiekėjo įgaliojimas asmeniui pateikti paraišką ar pasiūlymą, jungtinės veiklos sutartis, pasiūlymo galiojimo užtikrinimą patvirtinantis dokumentas ir dokumentai, nesusiję su pirkimo objektu, jo techninėmis charakteristikomis, pirkimo sutarties vykdymo sąlygomis ar pasiūlymo kaina. Kiti tiekėjo pasiūlymo dokumentai ar duomenys gali būti tikslinami, pildomi arba aiškinami vadovaujantis 6.3 punkto nuostatomis.

6.3. Iškilus klausimams dėl pasiūlymų turinio ir Komisijai raštu paprašius, tiekėjai privalo per Komisijos nurodytą terminą pateikti raštu papildomus paaiškinimus nekeisdami pasiūlymo esmės.

6.4. Jeigu pateiktame pasiūlyme Komisija randa pasiūlyme nurodytos kainos apskaičiavimo klaidų, ji privalo raštu paprašyti tiekėjų per jos nurodytą terminą ištaisyti pasiūlyme pastebėtas aritmetines klaidas, nekeičiant pasiūlyme nurodytos bendros galutinės kainos. Taisydamas pasiūlyme nurodytas aritmetines klaidas, tiekėjas neturi teisės atsisakyti kainos sudedamųjų dalių arba papildyti kainą naujomis dalimis.

6.5. Kai pateiktame pasiūlyme nurodoma neįprastai maža kaina (daugiau nei 30 proc. mažesnė už visų tiekėjų, kurių pasiūlymai neviršija pirkimui skirtų lėšų sumos ir neatmesti dėl kitų priežasčių, pasiūlytų kainų aritmetinį vidurkį), Komisija turi teisę, o ketindama atmesti pasiūlymą – privalo tiekėjo raštu paprašyti per Komisijos nurodytą terminą pateikti neįprastai mažos pasiūlymo kainos pagrindimą, įskaitant ir detalių kainų sudėtinių dalių pagrindimą.

7. PASIŪLYMŲ ATMETIMO PRIEŽASTYS

7.1. Komisija atmeta pasiūlymą, jeigu:

Supplier has submitted inaccurate, incomplete or incorrect documents or data on compliance with the requirements of the procurement documents, or the lack of such documents or data, the Commission shall, without prejudice to the principles of equality and transparency, request the participant to revise, supplement or clarify these documents within a reasonable period of time. Only new documents or data regarding the Supplier's compliance with qualification requirements, the Supplier's authorization to submit an application or tender, the joint venture agreement, the document confirming the validity of the tender and documents not related to the object of purchase, its technical characteristics, terms of execution of the purchase contract or offer price, may be updated, supplemented, or submitted. Other documents or data from the tender offer may be revised, completed or interpreted in accordance with point 6.3.

6.3. In the event of questions concerning the content of the tenders and upon written request from the Commission, suppliers shall provide additional explanations in writing within the time limit specified by the Commission without changing the substance of the tender.

6.4. If the Commission finds calculation errors of the specified in the tender price in the submitted tender, it must ask the suppliers in writing to correct the arithmetical errors observed in the tender within the time limit specified by the Commission, without changing of the total final price indicated in the tender. During correction of the arithmetic errors in the tender, the Supplier does not have the right to refuse the price components or to add new parts to the price.

6.5. When abnormally low price is specified in the submitted proposal (30% lower than the arithmetic average of the prices, offered by all suppliers, the proposals of which are not rejected for other reasons and prices does not exceed the amount of funds allocated for the purchase), the Commission has the right, and if the Commission intends to reject the proposal - it must ask the Supplier in writing to provide a justification for the abnormally low price within the time limit specified by the Commission, including a detailed justification of the price components.

7. REASONS FOR REJECTION OF TENDERS

7.1. The Commission rejects the tender if:

7.1.1. Tiekėjas pateikia daugiau kaip vieną pasiūlymą arba ūkio subjektų grupės narys dalyvauja teikiant kelis pasiūlymus, visi tokie pasiūlymai bus atmesti. Tiekėjas gali pateikti tik vieną pasiūlymą – individualiai arba kaip ūkio subjektų grupės narys.

7.1.2. Tiekėjas neatitiko minimalių kvalifikacijos reikalavimų;

7.1.3. Tiekėjas pasiūlyme pateikė netikslius ar neišsamius duomenis apie savo kvalifikaciją ir, Pirkėjui prašant, nepatikslino jų;

7.1.4. pasiūlymas (jei vykdomos derybos - galutinis pasiūlymas) neatitiko pirkimo sąlygose nustatytų reikalavimų arba Tiekėjas, Pirkėjo prašymu, nekeisdamas pasiūlymo esmės, nepaaiškino savo pasiūlymo;

7.1.5. Tiekėjas per Pirkėjo nurodytą terminą neištaisė aritmetinių klaidų ir (ar) nepaaiškino pasiūlymo;

7.1.6. buvo pasiūlyta neįprastai maža kaina ir Tiekėjas Pirkėjo prašymu nepateikė raštiško kainos sudėtinių dalių pagrindimo arba kitaip nepagrindė neįprastai mažos kainos;

7.1.7. Tiekėjas pateikė melagingą informaciją, kurią Pirkėjas gali įrodyti bet kokiomis teisėtomis priemonėmis;

7.1.8. Tiekėjo pasiūlyta kaina yra per didelė ir nepriimtina.

7.2. Tiekėjai, kurių pasiūlymai atmesti, informuojami apie pasiūlymo atmetimo priežastis.

8. PASIŪLYMŲ VERTINIMAS

8.1. Pasiūlymuose nurodytos kainos bus vertinamos eurais be PVM, vadovaujantis mažiausios pasiūlymo kainos kriterijumi. Pirkimo laimėtoju pripažįstamas mažiausią kainą pirkime pasiūlęs Tiekėjas, kurio pasiūlymas nebuvo atmestas dėl neatitikimo pirkimo reikalavimams ar kitų pirkimo dokumentuose nurodytų pagrindų.

9. DERYBOS

9.1. Jei Pirkėjo netenkina pateiktas pasiūlymas arba pasiūlymas atitinka ne visus pirkimo sąlygose nustatytus techninės specifikacijos reikalavimus, Komisijos sprendimu visi Tiekėjai, kurių pasiūlymai atitinka Pirkimo sąlygų 4 skyriuje

7.1.1. the Supplier submits more than one tender or a member of a group of economic operators is presenting several tenders, all such tenders will be rejected. The Supplier may submit only one tender, either individually or as a member of a group of economic operators.

7.1.2. The Supplier did not meet the minimum qualification requirements;

7.1.3. The Supplier has submitted inaccurate or incomplete data on its qualification in the tender and has not specified them at the request of the Buyer;

7.1.4. the offer (if the negotiations are performed - the final offer) did not meet the requirements set out in the tender conditions or the Supplier, at the request of the Buyer, has not explained its proposal without changing the substance of the proposal;

7.1.5. The Supplier has not corrected arithmetic errors and / or failed to explain the proposal within the term specified by the Buyer;

7.1.6. The abnormally low tender was offered and at the request of the Buyer the Supplier has not provided a written justification for the component parts of the price or otherwise did not justify the abnormally low price;

7.1.7. The Supplier has provided false information and the Buyer can prove it by any legal means;

7.1.8. The Supplier offered too high and not acceptable tender price.

7.2. Suppliers, whose proposals are rejected, are informed about the reasons of rejection.

8. EVALUATION OF TENDERS

8.1. The prices, which are specified in the tender, will be valued in euro without VAT, based on the criterion of the lowest bid price. The Supplier offering the lowest price in the purchase, whose tender was not rejected due to non-compliance with the procurement requirements or other grounds stated in the procurement documents, is recognized as the winner of the purchase.

9. NEGOTIATIONS

9.1. If the Buyers is not satisfied with the submitted proposal or proposal does not meet all requirements of technical specification of the Tender conditions, by the decision of the Commission, all Suppliers that meet proposal

nustatytus pasiūlymų pateikimo reikalavimus ir minimalius kvalifikacijos reikalavimus nurodytus 3.1 punkte, gali būti kviečiami deryboms.

9.2. Derybos yra vykdomos raštu, tačiau leidžiami ir derybiniai susitikimai, vykdomi su kiekvienu tiekėju atskirai. Pirkėjas siunčia kvietimą į derybas, kuriame nurodomas derybų objektas ir sąlygos. Derybų metu Tiekėjams pateikiama ta pati informacija (išskyrus informaciją apie kitus gautus pasiūlymus).

9.3. Derybos gali būti vykdomos dėl visų perkamų darbų, prekių ar paslaugų charakteristikų (pvz. prekės modelio, konfigūracijos ir kt.), įskaitant kainą, kokybę, komercines sąlygas ir socialinius, aplinkosaugos ir inovacinius aspektus. Nesiderama dėl minimalių reikalavimų, taikomų pirkimo objektui, Tiekėjų kvalifikacijai, Tiekėjų pasiūlymams, šių pasiūlymų vertinimo kriterijų ir esminių pirkimo sutarties sąlygų.

9.4. Derybų procedūrų metu Komisija tretiesiems asmenims neatskleidžia jokios iš teikėjo gautos informacijos be jo sutikimo. Derybos vykdomos su kiekvienu Tiekėju atskirai.

9.5. Galutiniais pasiūlymais laikomi derybų metu pateikti galutiniai pasiūlymai (derybų protokolai) ir pirminiai pasiūlymai, kiek jie nebuvo pakeisti derybų metu. Galutiniai pasiūlymai vertinami šiose pirkimo sąlygose nustatyta tvarka ir pagal mažiausios kainos kriterijų.

9.6. Baigus derybas ir įvertinus galutinius pasiūlymus patvirtinama galutinė pasiūlymų eilė. Jei Tiekėjas neatvyko į derybas, sudarant galutinę konkurso pasiūlymų eilę, vertinamas pirminis neatvykusio Tiekėjo pasiūlymas.

10. SPRENDIMAS DĖL LAIMĖTOJO NUSTATYMO

10.1. Išnagrinėjusi, įvertinusi ir palyginusi pateiktus pasiūlymus, Komisija nustato pasiūlymų eilę. Pasiūlymai šioje eilėje surašomi kainos didėjimo tvarka. Jeigu kelių pateiktų pasiūlymų yra

submission requirements set out in the article 4 of these Tender conditions and minimum qualification requirements set out in the article 3.1 of these Tender conditions can be invited to negotiations.

9.2. Negotiations are conducted in writing, nevertheless negotiation meetings are also allowed, held with each supplier separately. Buyer can decide to conduct negotiation meetings in the Buyers premises. The Buyer is sending invitation to negotiations with subject of negotiations and conditions. The same information is provided to the Suppliers during the negotiations (except information about other received offers).

9.3. Negotiations can be conducted for the characteristics of all the works, goods or services purchased (for example: model of good, configuration and ect.), including the price, the quality, commercial terms and social, environmental and innovative aspects. Negotiations are not conducted regarding the minimum requirements applicable to the object of purchase, the qualification of the Suppliers, the proposals of the Suppliers, the evaluation criteria of these tenders and the essential terms of the purchase contract.

9.4. During negotiation procedures, the Commission does not disclose any information received from the provider to third parties without its consent. Negotiations are conducted separately with each Supplier.

9.5. Final proposals are final proposals submitted during negotiations (protocols of negotiations) and initial proposals as far as they were not amended during the negotiations. Final proposals will be evaluated according to the procedure set forth in these terms and according to the lowest price criterion.

9.6. After the negotiations and evaluation of the final offers, the final ranking of tenders is confirmed. If the supplier has not arrived at the negotiations, while organizing the final ranking of tenders, the initial proposal of the Supplier that did not arrive, shall be evaluated.

10. DECISION FOR DETERMINING OF THE WINNER

10.1. After examining, evaluating and comparing of the proposals submitted, the commission determines the ranking of proposals. Tenders in this queue are listed according to the order of

vienodos kainos, nustatant pasiūlymų eilę pirmesnis į šią eilę įrašomas tiekėjas, kurio pasiūlymas įregistruotas anksčiausiai.

10.2. Tais atvejais, kai pasiūlymą pateikė tik vienas tiekėjas, pasiūlymų eilė nenustatoma ir jo pasiūlymas laikomas laimėjusiu, jeigu nebuvo atmetas pagal šių konkurso sąlygų nuostatas.

10.3. Mažiausią kainą pasiūlęs tiekėjas yra skelbiamas laimėjusiu konkursą ir jis kviečiamas sudaryti pirkimo sutartį, nurodant laiką iki kada reikia sudaryti pirkimo sutartį.

10.4. Jeigu tiekėjas, kurio pasiūlymas pripažintas laimėjusiu, raštu atsisako sudaryti pirkimo sutartį, iki nurodyto laiko neatvyksta sudaryti pirkimo sutarties arba atsisako pirkimo sutartį sudaryti pirkimo dokumentuose nustatytais sąlygomis, laikoma, kad jis atsisakė sudaryti pirkimo sutartį. Tuo atveju pirkėjas siūlo sudaryti pirkimo sutartį tiekėjui, kurio pasiūlymas pagal sudarytą pasiūlymų eilę yra pirmas po tiekėjo, atsisakiusio sudaryti pirkimo sutartį.

11. PIRKIMO SUTARTIES SĄLYGOS

11.1. Pirkimo sutarties sąlygos pateikiamos šio pirkimo sąlygų priede Nr. 3.

11.2. Pirkimo sutartis pasirašoma su laimėjusį pasiūlymą pateikusiu Tiekėju pirkimo sąlygose nustatytais sąlygomis, vadovaujantis Taisyklėmis ir Lietuvos Respublikos Civiliniu kodeksu. Pirkimo sutarties pasirašymui atidėjimo terminas nėra taikomas, tačiau pirkimo sutartis nėra pasirašoma pretenzijų nagrinėjimo laikotarpiu (jei tokios būtų gautos).

11.3. Sudarant pirkimo sutartį, negali būti keičiama laimėjusio Tiekėjo galutinio pasiūlymo kaina ir esminės sąlygos, taip pat kitos pirkimo sąlygos, išskyrus sąlygas pakeistas/papildytas derybų metu.

12. BAIGIAMOSIOS NUOSTATOS

rising of the price. If the prices of several tenders are equal, when determining the order of tenders, the supplier whose tender is registered at the earliest shall be ranked first.

10.2. In cases where the tender is submitted by only one supplier, the order of tenders shall not be determined and its tender shall be deemed to have been successful if it has not been rejected in accordance with the provisions of these tender terms.

10.3. The supplier, who has offered the lowest price, is announced as the successful tenderer and he is invited to sign the purchase contract, indicating time by when the purchase contract should be concluded.

10.4. If the Supplier whose tender has been awarded, refuses to conclude the purchase contract in writing, and he does not appear to sign a purchase contract until the specified time or the Supplier refuses to conclude the purchase contract under the conditions laid down in the procurement documents, it shall be deemed that he have refused to conclude the purchase contract. In this case, the Buyer proposes to conclude a purchase contract with the supplier whose tender according to the set of tenders is the first after the Supplier who refused to conclude the purchase contract.

11. TERMS AND CONDITIONS OF THE PROCUREMENT CONTRACT

11.1. The terms and conditions of the purchase contract are set out in Annex No 3.

11.2. The purchase contract shall be signed with the Supplier who has submitted the winning tender under the terms and conditions set out in the terms of purchase in accordance with the Rules and the Civil Code of the Republic of Lithuania. The postponement term is not applicable for signing the purchase contract, but the purchase contract is not signed during the claim settlement period (if any).

11.3. When signing a purchase contract, the price and essential terms of the winning Supplier, as well as other terms and conditions of the purchase cannot be changed except of the terms that were amended / supplemented during the negotiations.

12. FINAL PROVISIONS

12.1. Tiekėjams pasiūlymų rengimo ir dalyvavimo konkurse išlaidos neatlyginamos.

12.2. Pirkėjas bet kuriuo metu iki pirkimo sutarties sudarymo turi teisę nutraukti pirkimo procedūras, jeigu atsirado aplinkybių, kurių nebuvo galima numatyti. Priėmęs sprendimą nutraukti pirkimo procedūras, pirkėjas ne vėliau kaip per 3 darbo dienas nuo sprendimo priėmimo apie šį sprendimą praneša visiems pasiūlymus pateikusiems tiekėjams, o jeigu pirkimo procedūros nutraukiamos iki galutinio pasiūlymo pateikimo termino, visiems pirkimo sąlygas ir (arba) pirkimų dokumentus įsigijusiems tiekėjams. Pranešimas apie pirkimo procedūrų nutraukimą skelbiamas Europos Sąjungos struktūrinės paramos svetainėje www.esinvesticijos.lt.

12.3. Informacija, pateikta pasiūlymuose, išskyrus bendrą galutinę pasiūlymo kainą, tiekėjams ir tretiesiems asmenims, išskyrus asmenis, administruojančius ir audituojančius ES struktūrinių fondų paramos naudojimą, neskelbiami.

PRIEDAI:

1 priedas. Techninė specifikacija (techninis projektas).

2 priedas. Pasiūlymo forma ir techninė specifikacija.

3 priedas. Pirkimo sutarties projektas.

Esant neatitikimams ar nesutapimams tarp 1 priedo ir 2 priedo techninių specifikacijų, 2 priede pateiktos techninės specifikacijos turi viršenybę.

12.1. The costs of preparing of tenders and participating in the tender are not reimbursed to suppliers.

12.2. The purchaser shall have the right to terminate the procurement procedures at any time prior to the conclusion of the purchase contract if circumstances have arisen which could not be foreseen. Having taken the decision to terminate the procurement procedures, the Buyer shall notify all tenderers, who have submitted the tender, of this decision no later than 3 working days after the decision is taken, and if the procurement procedures are terminated before the deadline for the submission of the tenders, for all suppliers, who have acquired terms and / or purchase documents. The notice about termination of procurement procedures is published on the European Union structural assistance website www.esinvesticijos.lt.

12.3. The information provided in the proposals, except for the total final offer price, shall not be made available to suppliers and third parties, except for persons administering and auditing the use of EU structural funds.

ANNEXES

Annex 1. Technical specification (Technical Design).

Annex 2. Proposal form and technical specification.

Annex 2. Purchase contract project.

In case of discrepancies or inconsistencies between the technical specifications in Annex 1 and Annex 2, the technical specifications in Annex 2 shall prevail

PRIEDAS NR. 1 „TECHNINĖ SPECIFIKACIJA (TECHNINIS PROJEKTAS)“

ANNEX NO. 1 "TECHNICAL SPECIFICATION (TECHNICAL DESIGN)"

Šis priedas išduodamas elektroniniu būdu pateikus prašymą el. paštu:

Justinas.Oziunas@northwaybiotech.com

This Annex is issued electronically upon request. by mail:

Justinas.Oziunas@northwaybiotech.com

PIRKIMO SĄLYGŲ PRIEDAS NR. 1 „PASIŪLYMO FORMA IR TECHNINĖ SPECIFIKACIJA“ /
ANNEX 1. PROPOSAL FORM AND TECHNICAL SPECIFICATION

MODULINĖ IR KITA ĮRANGA /
MODULAR UNITS AND OTHER EQUIPMENT

Kam/ To: UAB Biotechnologinės farmacijos centras „Biotechpharma“

2019-__-__, _____

Data ir vieta /

Date and place

Tiekėjo pavadinimas / ūkio subjektų grupės nariai: <i>Supplier Name / Group of Entities:</i>	
Tiekėjo kodas: <i>Supplier code:</i>	
Tiekėjo adresas: <i>Supplier Address:</i>	
Asmens atsakingo už pasiūlymą vardas, pavardė: <i>Name of person responsible for the offer:</i>	
Asmens atsakingo už pasiūlymą telefono numeris: <i>Telephone number of the person responsible for the offer:</i>	
Asmens atsakingo už pasiūlymą el. pašto adresas: <i>Person Responsible for Proposal Email mail adress:</i>	

Bendrieji reikalavimai:

General requirements:

1. Tiekėjas privalo nurodyti visų objekto sudedamųjų dalių kainas baltuose langeliuose. Pasirašydamas šį pasiūlymą tiekėjas patvirtina savo sutikimą su visomis pirkimo sąlygomis, įskaitant visus pirkimo sąlygų priedus. Tiekėjas sutinka pasirašyti pirkimo sutartį pagal pirkimo dokumentų priede Nr. 3 pateiktą pirkimo sutarties projektą.

1. The supplier must indicate the prices of all the components of the object in white boxes. By signing this offer, the supplier confirms his consent to all the terms of the purchase, including all the annexes of the tender conditions. The Supplier agrees to sign the Purchase Contract in accordance with Annex No. 3 to the tender condition.

2. Jeigu pirkimo sąlygose atskirais atvejais yra nurodytas konkretus modelis ar šaltinis, konkretus procesas ar prekės ženklas, patentas, tipas, konkreti kilmė ar gamyba, yra priimtinas ir analogiškas/lygiavertis objektas.

2. If in the terms of tender, in individual cases, the specific model or source, the specific process or the brand, patent, type, specific origin or production, are specified, the analogous / equivalent object is acceptable.

3. Siūloma įranga įsigijimo metu privalo būti nauja ir nenaudota bei pagaminta ne seniau kaip prieš 3 (trejus) metus iki pasiūlymų pateikimo termino pabaigos.

3. The proposed equipment must be new and unused at the time of purchase and manufactured no earlier than 3 (three) years before the deadline for submission of tenders.

4. Tiekėjo įsipareigojimai turi būti įvykdyti per konkurso sąlygų 2 priede nurodytą terminą.

4. The Supplier's obligations shall be fulfilled within the term specified in Annex 2 to the Tender conditions.

Tiekėjo pirkimo sutarties galiojimo laikotarpiui siūlomos kainos (įkainiai):
Bid (prices) offered by the Supplier for the validity period of the Purchase Contract:

Eil. Nr. / No.	Pirkimo objektas ir reikalaujamos techninės specifikacijos (nuorodos į specifikacijas) / <i>Purchase object and required technical specifications (links to specifications)</i>	Mato vienetas/ <i>Unit of measurement</i>	Kiekis / <i>Quantity</i>	Kaina, Eur be PVM / <i>Price, Eur without VAT</i>	Suma Eur, be PVM / <i>Amount Eur, VAT excluded</i>
	Pastaba. Paskirstymas nurodytas modulių matricoje) / Note. Distribution is described in module matrix				
1.	Basement:				
1.1.	Support systems:	set	1		0,00
1.1.1.	Wastewater system				
	<u>Detailed in technical project wastewater and water supply system part</u>				
1.1.2.	Electricity system				
	<u>For all equipment installed in basement detailed in technical project inside electrotechnical part</u>				
1.1.3.	Heating Water				
	<u>Detailed in technical project wastewater and water supply system part</u>				
1.1.4.	Chilled Water				
	See technical specification on next pages				
1.1.5.	Industrial Steam				
	See technical specification on next pages				
1.1.6.	UPS				
	<u>Detailed specification in technical project electrotechnical part, paragraph 5.</u>				
2.	Floor No 1				
2.1.	Modules (Floor No 1):	unit	8		0,00
2.1.1.	Wastewater system				
	<u>Detailed in technical project wastewater and water supply system part</u>				
2.1.2.	Electricity system				
	<u>For all equipment installed in modules detailed in technical project inside electrotechnical part</u>				
2.1.3.	Heating Water				
	<u>Detailed in technical project wastewater and water supply system part</u>				
2.1.4.	Softened Water				
	See technical specification on next pages				
2.1.5.	Chilled Water				

	See technical specification on next pages				
2.1.6.	HVAC				
	<u>Detailed in technical project heating, ventilation and air conditioning system part</u>				
2.1.7.	Industrial Steam				
	See technical specification on next pages				
2.1.8.	Clean Steam				
	See technical specification on next pages				
2.1.9.	Compresed air generation and distribution system				
	See technical specification on next pages				
2.1.10.	Oxygen generation and distribution system				
	See technical specification on next pages				
2.1.11.	Nitrogen generation and distribution system				
	See technical specification on next pages				
2.1.12.	CO2 distribution system				
	See technical specification on next pages				
2.1.13.	Methanol distribution and storage system				
	See technical specification on next pages				
3.	Floor No 2				
3.1.	Modules (Floor No 2):	unit	8		0,00
3.1.1.	Wastewater system				
	<u>Detailed in technical project wastewater and water supply system part</u>				
3.1.2.	Electricity system				
	<u>For all equipment instaled in modules detailed in technical project inside electrotechnical part</u>				
3.1.3.	Heating Water				
	<u>Detailed in technical project wastewater and water supply system part</u>				
3.1.4.	Softened Water				
	See technical specification on next pages				
3.1.5.	Chilled Water				
	See technical specification on next pages				
3.1.6.	HVAC				
	<u>Detailed in technical project heating, ventilation and air conditioning system part</u>				
3.1.7.	Industrial Steam				
	See technical specification on next pages				
3.1.8.	Clean Steam				
	See technical specification on next pages				
3.1.9.	Compresed air generation and distribution system				
	See technical specification on next pages				
3.1.10.	Oxygen generation and distribution system				
	See technical specification on next pages				

3.1.11.	Nitrogen generation and distribution system				
	See technical specification on next pages				
3.1.12.	CO2 distribution system				
	See technical specification on next pages				
4.	Floor No 3				
4.1.	Modules (Floor No 3):	unit	8		0,00
4.1.1.	Wastewater system				
	<u>Detailed in technical project wastewater and water supply system part</u>				
4.1.2.	Electricity system				
	<u>For all equipment instaled in modules detailed in technical project inside electrotechnical part</u>				
4.1.3.	Heating Water				
	<u>Detailed in technical project wastewater and water supply system part</u>				
4.1.4.	Softened Water				
	See technical specification on next pages				
4.1.5.	Chilled Water				
	See technical specification on next pages				
4.1.6.	HVAC				
	<u>Detailed in technical project heating, ventilation and air conditioning system part</u>				
4.1.7.	Industrial Steam				
	See technical specification on next pages				
4.1.8.	Clean Steam				
	See technical specification on next pages				
4.1.9.	Compresed air generation and distribution system				
	See technical specification on next pages				
5.	Floor No 4				
5.1.	Modules (Floor No 4):	unit	8		0,00
5.1.1.	Wastewater system				
	<u>Detailed in technical project wastewater and water supply system part</u>				
5.1.2.	Electricity system				
	<u>For all equipment instaled in modules detailed in technical project inside electrotechnical part</u>				
5.1.3.	Heating Water				
	<u>Detailed in technical project wastewater and water supply system part</u>				
5.1.4.	Softened Water				
	See technical specification on next pages				
5.1.5.	Chilled Water				
	See technical specification on next pages				
5.1.6.	HVAC				
	<u>Detailed in technical project heating, ventilation and air conditioning system part</u>				

5.1.7.	Compressed air generation and distribution system				
	See technical specification on next pages				
6.1.	Other Integrated equipment:				
6.1.1.	Clean Steam Generator		1		0,00
	See technical specification on next pages				
6.1.2.	Cleaning in place system		2		0,00
	See technical specification on next pages				
6.1.3.	Sodium Hydroxide System		1		0,00
	See technical specification on next pages				

<p>* Tais atvejis, kai pagal galiojančius teisės aktus tiekėjui nereikia mokėti PVM, teikėjas privalo su pasiūlymu pateikti laisvos formos raštą dėl PVM netaikymo pagrindo./</p> <p><i>* In cases where the applicable legislation does not require the supplier to pay VAT, the supplier must submit a free-form letter with a proposal for exemption from VAT.</i></p>	Bendra pasiūlymo kaina, Eur be PVM: <i>Total bid price, Eur without VAT:</i>	0,00	
	PVM tarifas <i>VAT rate</i> (%)	PVM suma, Eur: <i>VAT amount,</i> Eur:	0,00
	Bendra pasiūlymo kaina, Eur su PVM* <i>Total bid, Eur with VAT *</i>	0,00	

Pasiūlymo priedai:

Annexes to the tender:

Dokumento pavadinimas <i>Document name</i>	Lapų skaičius <i>Number of pages</i>	Dokumentas yra konfidencialus? Taip / Ne <i>Is the document confidential? Yes / No</i>
Įgaliojimas pateikti pasiūlymą (jei taikoma) <i>Power of attorney to submit a tender (if applicable)</i>		
Jungtinės veiklos sutarties kopija (jei taikoma) <i>A copy of a joint venture agreement (if applicable)</i>		
Atitikimą kvalifikacijos reikalavimams įrodantys dokumentai, nurodyti pirkimo sąlygų 3.1 punkte <i>The documents proving conformity with the qualification requirements set out in Article 3.1 of these tender conditions</i>		
Kita <i>Other</i>		

(Name of the supplier or job position of its authorized person)

(Signature)

(Name and surname)

PIRKIMO SĄLYGŲ PRIEDAS NR. 1 „PASIŪLYMO FORMA IR TECHNINĖ SPECIFIKACIJA“

/

ANNEX 1. PROPOSAL FORM AND TECHNICAL SPECIFICATION

MODULINĖ IR KITA ĮRANGA /

MODULAR UNITS AND OTHER EQUIPMENT

	Title: Chilled Water
Sequens No	Technical specification for items No:
	All data plates and tag numbers visible
	Piping in black steel or stainless steel, seamless. Painted with two coats of antirust paint
	All the equipment chillers, coils and branch has contain cut off valves and air traps in the upper part of each distribution system to remove the possible air in the pipework
	Each dedicated piping system has contain a at least double stage centrifugal pumps, in line with motor and mechanical seal.
	Fluid: chilled water 0-12 C
	Construction material: stainless steel, type 304L at least

PIRKIMO SĄLYGŲ PRIEDAS NR. 1 „PASIŪLYMO FORMA IR TECHNINĖ SPECIFIKACIJA“

/

ANNEX 1. PROPOSAL FORM AND TECHNICAL SPECIFICATION

**MODULINĖ IR KITA ĮRANGA /
MODULAR UNITS AND OTHER EQUIPMENT**

	Title: Industrial Steam
Sequens No	Technical specification for items No:
	Branch to supply at least 7 bars steam to the system and passes through a pressure regulator station to reduce value from 7 to 3 bars. In each differnet branch of the pipework a cut-off valve and valve independent from the all distribution net.
	Black steel piping or equivalent
	Isolated with rockwool or equivalent material which width must be required to avoid heat loss. Insulation must be with foil or equivalent material.
	Instrument insertions should be sealed, insulation undamaged and protectde against damage at vulnerable points. All data plates and tag numbers visible
	Condensate nets go on parallel to steam net and made of black steel or equivalent piping. Condensates directed to condensate tank of the boiler room
	Construction material: stainless steel, type 304L at least

PIRKIMO SĄLYGŲ PRIEDAS NR. 1 „PASIŪLYMO FORMA IR TECHNINĖ SPECIFIKACIJA“

/

ANNEX 1. PROPOSAL FORM AND TECHNICAL SPECIFICATION

MODULINĖ IR KITA ĮRANGA /
MODULAR UNITS AND OTHER EQUIPMENT

	Title: Cleaning in place system
Sequens No	Technical specification for items No:
	The design and construction of CIP system shall be in accordance with current industry interpretation of Good Manufacturing Practice Volume IV Part I, II and FDA requirements mentioned in 21 CFR 210, 211, as applicable to this type of system
	At least two separate CIP systems: “System 1” for biosynthesis area (media preparation, fermentation and recovery area); “System 2” for purification area (buffer preparation, initial purification and purification area).
	At least five steps for cleaning cycle with purified water, base diluted solution, acid diluted solution and water for injections
	Cleaning solutions shall be supplied from PW and WFI distribution loops
	Separate chemical tanks for acid and base for each CIP system
	Flow rate in the main pipe $Re > 20\,000$ to maintain turbulent flow
	Air-breaks no less than 50 mm shall be installed at the drain
	Gaskets of Pharmaceutical grade PTFE and EPDM or equivalent shall be used
	Surface roughness that goes in contact with CIP: $Ra \leq 0.8\ \mu m$
	Material that goes in contact with CIP: <ul style="list-style-type: none"> • stainless steel AISI 316L or higher grade • polymer PTFE or EPDM or equivalent
	Material for framework: stainless steel AISI 304 or higher grade
	Sanitary or equivalent connections shall be used
	System shall be sloped min 1% and fully drainable
	No dead legs in the system. Dead leg is considered to be at least 3D, where D is inner diameter of pipe
	Membrane valves with EPDM/PTFE or equivalent membranes only
	Heat exchangers shall be completely drainable
	Pipes shall be labelled with type of media and flow direction
	Plant steam supply: at least 2.7 barg

PIRKIMO SĄLYGŲ PRIEDAS NR. 1 „PASIŪLYMO FORMA IR TECHNINĖ SPECIFIKACIJA“

/

ANNEX 1. PROPOSAL FORM AND TECHNICAL SPECIFICATION

**MODULINĖ IR KITA ĮRANGA /
MODULAR UNITS AND OTHER EQUIPMENT**

	Title: Softened water
Sequens No	Technical specification for items No:
	Softener design: <ul style="list-style-type: none">- At least 2 to sand filter cylinders- At least 3 softener columns- Sodium chloride tank- UV module for chlorine removal
	Softener columns shall work in parallel: during regeneration of one column, other two columns shall remain active. The control of softener shall be designed in such way: <ul style="list-style-type: none">- manual and automatic control mode of softener and each softener column individually;- in case of failure of one column, another two columns shall be operable;- in case of failure of two columns, remaining column shall be operable.
	The distribution line in polypropylene or equivalent material pipe
	Connection for softened water sampling shall be included and determined during detailed design stage
	All cabling, components and single wiring should be labeled

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ANNEX 1. PROPOSAL FORM AND TECHNICAL SPECIFICATION

**MODULINĖ IR KITA ĮRANGA /
MODULAR UNITS AND OTHER EQUIPMENT**

	Title: Clean Steam Generator
Sequens No	Technical specification for items No:
	Pure steam production capacity – based on Basic Design estimation
	Sanitary gaskets of Pharmaceutical grade PTFE and EPDM or equivalent shall be used in order to make all parts resistant to high temperatures
	Sanitary or equivalent connections shall be used
	Air-breaks no less than 50 mm shall be installed at the drain
	Surface roughness that goes in contact with PS: Ra \leq 0.8 μ m
	Material that goes in contact with PS: stainless steel AISI 316L or higher. Material for framework: stainless steel AISI 304 or higher
	Warning signs for hot surfaces
	Insulation of piping shall be installed
	Pipes shall be labelled with type of media and flow direction

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/

ANNEX 1. PROPOSAL FORM AND TECHNICAL SPECIFICATION

MODULINĖ IR KITA ĮRANGA /
MODULAR UNITS AND OTHER EQUIPMENT

	Title: Nitrogen generation and distribution system
Sequens No	Technical specification for items No:
	The design and construction of the nitrogen generation and distribution system shall be in accordance with current industry interpretation of Good Manufacturing Practice Volume IV Part I, II and FDA requirements mentioned in 21 CFR 210, 211, as applicable to this type of system
	Nitrogen generation and distribution system shall be designed to retain and distribute nitrogen to the users points. Nitrogen will be supplied from Nitrogen compressor
	Nitrogen compressor control panel shall have locked door and emergency switch-off. All instruments, valves, cables and other equipment shall be marked with tags in place and on the drawing. Critical parameter – pressure at the beginning and at the end of the loop shall be transmitted to automatic interface
	Nitrogen shall be produced from compressed air and supplied from generator not less than 50 L/min
	Carbon or equivalent molecular sieve
	Air-breaks at least 50 mm on condensate lines shall be installed at the drain
	Designed for 24/7 operation
	Sanitary or equivalent connections and valves shall be used
	Gaskets of Pharmaceutical grade PTFE and EPDM or equivalent shall be used
	Surface roughness that goes in contact with Nitrogen: $Ra \leq 0.8 \mu m$
	Material that goes in contact with Nitrogen: stainless steel AISI 316L or higher grade; polymer PTFE or EPDM or equivalent material
	Material for framework: stainless steel AISI 304 or higher grade
	Pipes shall be labelled with type of media
	in order to have possibility to remove reducer-manometer without intervention into system

PIRKIMO SĄLYGŲ PRIEDAS NR. 1 „PASIŪLYMO FORMA IR TECHNINĖ SPECIFIKACIJA“

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ANNEX 1. PROPOSAL FORM AND TECHNICAL SPECIFICATION

MODULINĖ IR KITA ĮRANGA /
MODULAR UNITS AND OTHER EQUIPMENT

	Title: CO2 distribution system
Sequens No	Technical specification for items No:
	The design and construction of the CO2 distribution system shall be in accordance with current industry interpretation of Good Manufacturing Practice Volume IV Part I, II and FDA requirements mentioned in 21 CFR 210, 211, as applicable to this type of system
	CO2 distribution system shall be designed to retain and distribute CO2 gas to the users points. CO2 will be supplied from CO2 cylinders
	CO2 shall be supplied from CO2 gas cylinders and supplied from supply station not less than 1-5 L/min
	CO2 supply station: At least 2 connections to CO2 cylinders (lines); Relief valve; Preference selection of CO2 cylinders; Cut of valves for each connection; Gas release valve from system for each connection; Each connector pressure gauge and connection to the level alarm system; In case if pressure drops in the distribution line, system automatically switch on into reserve CO2 line
	Sanitary or equivalent connections and valves shall be used
	Gaskets of Pharmaceutical grade PTFE and EPDM or equivalent shall be used
	Surface roughness that goes in contact with CO2: $Ra \leq 0.8 \mu m$
	Material that goes in contact with CO2: stainless steel AISI 316L or higher grade; polymer PTFE or EPDM or equivalent
	Material for framework: stainless steel AISI 304 or higher grade
	Pipes shall be labelled with type of media
	Reducer-manometer at the point of use, valve before reducer-manometer at the of point in order to have possibility to remove reducer-manometer without intervention into system

PIRKIMO SĄLYGŲ PRIEDAS NR. 1 „PASIŪLYMO FORMA IR TECHNINĖ SPECIFIKACIJA“

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ANNEX 1. PROPOSAL FORM AND TECHNICAL SPECIFICATION

MODULINĖ IR KITA ĮRANGA /
MODULAR UNITS AND OTHER EQUIPMENT

	Title: Methanol distribution and storage system
Sequens No	Technical specification for items No:
	The design and construction of the ethanol distribution and storage system shall be in accordance with current industry interpretation of Good Manufacturing Practice Volume IV Part I, II and FDA requirements mentioned in 21 CFR 210, 211, as applicable to this type of system
	Methanol supply from storage drums on a demand based on methanol level (volume) in the storage drums
	Methanol distribution and storage system equipment shall be certified by CE Ex with the category 3
	Distribution system shall pump methanol from one drum at time until the drum reaches the low point, at which point the next drum shall be used automatically
	Methanol dispensing occurs under positive pressure from nitrogen header
	Methanol distribution system shall be equipped with gas monitor, that monitors the room methanol vapor concentration: methanol vapor detection limits – from 0 to 1000 ppm, accuracy of reading – ±10 %
	Gas monitor sensors shall be linked to the fire panel notifier, methanol distribution system control panel and the building automation system
	Gas monitor sensors shall be located in the processing suite
	If sensors detect a methanol vapor concentration of equal or higher than 200 ppm, an audible alarm shall sound and the air handler shall switch from 80% recirculated air to 100 % exhaust air
	If the concentration of methanol is higher than 800 ppm or above high-high methanol concentration interlock shall be triggered to stop methanol feed from the drums and send alarm signal to BMS
	At least 0.2 µm sterilizing filters shall be installed on supply lines to 3000L fermenter and 2000 L feed tank. Filters shall be sterilized with pure steam and to dismount for integrity testing (or online filter integrity testing shall be available)
	Housing of sterilizing filters must be made from stainless steel AISI 316L or higher grade.
	The methanol distribution system shall have installed automated SIP phase that steams the supply lines between sterilizing filters and fermenter or feed tank.
	When the SIP is complete, the supply line shall be blanketed with sterile nitrogen gas to maintain positive pressure until use
	Automation code shall prevent addition of methanol to steamed line until mandatory cool-down time of at least 60 min is completed
	Methanol distribution system shall control methanol flow to the 3000 L fermenter
	Methanol feed profile control shall allow for the methanol flow rate set point to be fixed or varied in stepwise, linear or exponential fashion
	Sanitary or equivqlent connections shall be used
	Gaskets of pharmaceutical grade PTFE and EPDM or equivalent shall be used
	Surface roughness that goes in contact with methanol: Ra ≤0.8µm

	Material that goes in contact with methanol: stainless steel AISI 316L or higher grade, polymer PTFE or EPDM or equivalent
	Material for framework: Stainless steel AISI 304 or higher grade
	System shall be sloped min 1% and fully drainable
	No dead legs in the system. Dead leg is considered to be at least $3xd$, where d is inner diameter of pipe
	Methanol supply pump of the sanitary or equivalent specification shall be installed in the supply line. Spare pump of the same specification shall be supplied
	Pipes shall be labelled with type of media and flow direction
	Storage room: dedicated, labelled, leak and detection alarm system, grounding system, exhaust 100%
	Protective grounding (grounding of electrical equipment frames for personnel safety) equipment must be installed

PIRKIMO SĄLYGŲ PRIEDAS NR. 1 „PASIŪLYMO FORMA IR TECHNINĖ SPECIFIKACIJA“

/
ANNEX 1. PROPOSAL FORM AND TECHNICAL SPECIFICATION

MODULINĖ IR KITA ĮRANGA /
MODULAR UNITS AND OTHER EQUIPMENT

	Title: Sodium Hydroxide System
Sequens No	Technical specification for items No:
	<p>The design and construction of the sodium hydroxide system shall be in accordance with current industry interpretation of Good Manufacturing Practice Volume IV Part I, II and FDA requirements mentioned in 21 CFR 210, 211, as applicable to this type of system.</p> <p>The new base preparation and distribution system shall consist of:</p> <ul style="list-style-type: none"> • Dosage system for base solution • Stationary tank for base solution preparation and storage • Circulation loop for solution mixing by circulation
	<p>Base preparation and distribution system shall consist of:</p> <ul style="list-style-type: none"> • base dosage system • Preparation/storage tank for prepared solution with at least 0.2 µm air filter for tank venting • Loop system consisting from bypass loop to the tank (1st loop) and distribution loop (2nd loop). Purpose of the 1st loop is mixing of solution during preparation. Purpose of the 2nd loop is supply of prepared solution to the POU • Heat exchanger in the 1st loop for temperature control during preparation of base solution
	<p>The system shall be connected to:</p> <ul style="list-style-type: none"> • WFI supply • Compressed air supply • CIP system for base supply • Chilled water system • Drain
	<p>At least 0.2 µm vent filter shall be installed on storage tank. Filter shall ability to be dismounted for integrity testing</p>
	<p>Nominal volume of preparation/storage tank: at least 5000 L</p>
	<p>Piping diameters: based on Basic Design estimations</p>
	<p>Wetted parts must be made of AISI 316L SS or higher grade</p>
	<p>Contact parts surface finish Ra ≤0.8 µm</p>
	<p>Material for framework: stainless steel AISI 304 or higher grade</p>
	<p>Sanitary or equivalent connections shall be used</p>
	<p>Gaskets of Pharmaceutical grade PTFE and EPDM or equivalent shall be used</p>
	<p>Membrane manual and pneumatic type valves. Manual and pneumatic type valve locations based on Basic Design estimations</p>
	<p>Pumps of sanitary type</p>
	<p>Airbrakes not less than 50 mm shall be installed at the drain</p>
	<p>at least 50 mm sampling port located in the bottom of storage tank and equipped with sampling to enable sampling from the system</p>
	<p>DTS-design or equivalent heat exchanger</p>
	<p>Pipes shall be labelled with type of media and flow direction</p>

All materials of system construction shall be resistant for minimum 1M sodium hydroxide solution storage

Building Store	Module No	Module Type	Chilled Water	Clean Steam	CO2 distribution system	Compressed air generation and distribution system	Electricity system	Heating Water	HVAC	Industrial Steam	Methanol distribution and storage system	Nitrogen generation and distribution system	Oxygen generation and distribution system	Softened Water
1	1	2	x			x	x	x	x		x			x
	2	1	x			x	x	x	x					x
	3	1	x		x	x	x	x	x		x	x	x	x
	4	1	x	x		x	x	x	x	x	x			x
	5	1	x	x	x	x	x	x	x	x	x	x	x	
	6	1	x	x		x	x	x	x	x				
	7	1	x	x	x	x	x	x	x	x	x	x	x	
	8	2	x	x		x	x	x	x	x				
2	9	4	x			x	x	x	x					x
	10	3	x			x	x	x	x					
	11	3	x			x	x	x	x					
	12	3	x	x	x	x	x	x	x			x	x	x
	13	3	x	x		x	x	x	x	x				
	14	3	x	x	x	x	x	x	x	x		x	x	
	15	3	x	x	x	x	x	x	x	x		x	x	
	16	4	x	x		x	x	x	x	x				
3	17	4	x				x	x	x					
	18	3	x	x		x	x	x	x					
	19	3	x	x		x	x	x	x					
	20	3	x	x	x	x	x	x	x	x		x	x	
	21	3	x	x		x	x	x	x	x				
	22	3	x			x	x	x	x	x				
	23	3	x			x	x	x	x	x				
	24	4	x			x	x	x	x					
4	25	4	x			x	x	x	x					
	26	3	x			x	x	x	x					
	27	3	x			x	x	x	x					
	28	3	x			x	x	x	x					x
	29	3	x			x	x	x	x					
	30	3	x	x		x	x	x	x					
	31	3	x			x	x	x	x	x				
	32	4	x	x		x	x	x	x	x				
Count (modules)			32	16	7	31	32	32	32	15	5	7	7	7

Wastewater system	Clean Steam Generator	Cleaning in place system	Decontamination system	Dispensing Booth	Elevator	Elevator GMP (1)	Elevator GMP (2)	Freezer (1)	Freezer (2)	Heat Exchanger	Pass through box (SAS)	Sodium Hydroxide System
X					X							
X												
X								X			X	
X		X	X						X			X
X		X	X									X
X		X	X							X		X
X		X	X									X
X			X			X						
X				X	X							
X				X								
		X	X									
X		X	X									
		X										
X			X			X						
					X							
X	X	X										
X	X	X										
X		X										X
X		X	X									X
X		X	X									X
X		X										X
X		X					X					
					X							
X		X										X
X		X										X
X												X
X												X
X		X										X
X							X					X
26	2	17	10	2	4	2	2	1	1	1	1	15

PRIEDAS NR. 3 „PIRKIMO SUTARTIES PROJEKTAS“

ANNEX NO. 3 "PURCHASE CONTRACT PROJECT"

CONTRACT FOR SUPPLY OF MODULAR UNITS AND OTHER EQUIPMENT AND SERVICES

This Contract is made on this [] day of [] (hereinafter referred to as the **Contract Date**) by and between:

UAB Biotechnologinės farmacist central "Biotechpharma", company's code 300041719, a company organized and existing under the laws of the Republic of Lithuania, having its registered office at Mokslininkų g. 4, Vilnius (hereinafter referred to as the Purchaser)

and

[], company's code [], a company organized and existing under the laws of [], having its principal place of business at [], (hereinafter referred to as the Seller).

Hereinafter the Purchaser or the Seller separately referred to as the Party and collectively – to as the Parties.

WHEREAS

- (A) The Purchaser is implementing the project of Development of Innovative Technologies Based on Microbial Fermentation and Expansion of Microbial Biosynthesis R&D Infrastructure (hereinafter referred to as the **Project**), whereby a part of the financing for the Project is provided by Viešoji Įstaiga Lietuvos Verslo Paramos Agentūra;
- (B) For the purpose of implementation of the Project, the Purchaser has prepared the technical design of the reconstruction of the biotech research center and laboratory for the development of biopharmaceutical products at 4 Mokslininku street, Vilnius, Lithuania, attached hereto as Annex 1 (hereinafter referred to as the **Technical Design** or the **TD**);
- (C) For the purpose of constructing the Building, where the Project shall be implemented, the Purchaser has hired the general contractor [], company's code [], a company organized and existing under the laws of the Republic of Lithuania, having its registered office at [] (hereinafter referred to as the **Contractor**);
- (D) For the purpose of implementation of the Project, the Purchaser has announced the public tender for supply of modular units and other equipment and services No [] (hereinafter referred to as the **Tender**) and the Seller's Bid (Annex 4 hereto) was recognised as the winning bid;

NOW THEREFORE the Parties have concluded the following Contract for Supply of Modular Units and Other Equipment and Services (hereinafter referred to as the **Contract**) and agreed as follows:

1. Contract, Definitions and Representatives of the Parties

- 1.1. The Contract, comprising this document and the Annexes attached hereto, constitutes the entire agreement between the Parties and shall supersede and take the place of any and all agreements, understandings, documents, minutes of meetings, letters, bids, purchase orders and other correspondence (if any) on the subject matter hereof which may prior to the Contract Date be in existence.
- 1.2. The Seller shall discharge its obligations in accordance with the terms and conditions of this Contract and the following Annexes, which are attached hereto and constitute the inseparable part hereof:
Annex 1 – Technical Design;

Annex 2 – Matrix of Responsibilities of the Parties and the Contractor;
Annex 3 – Time Schedule;
Annex 4 – Seller’s Bid (including Contract Price Breakdown);
Annex 5 – Tests and Inspections of the Plant prior to Delivery;
Annex 6 – Requirements for Mechanical Completion;
Annex 7 – Procedure of Commissioning of the Plant;
Annex 8 – Activities of Qualification of the Plant;
Annex 9 – Model Form of Take-Over Deed;
Annex 10 – The List of Documentation Package;
Annex 11 – Purchaser’s Internal Rules;
Annex 12 – Scope of Contractor’s Support required for the Assembly;
Annex 13 – The Form of the Advance Payment Guarantee;
Annex 14 – The Form of the Performance Guarantee;
Annex 15 – The Form of the Warranty Period Guarantee;
Annex 16 – The List of Seller-procured Equipment;
Annex 17 – The List of Purchaser-supplied Equipment.
Annex 18 – The List of Detailed Design Documentation.

1.3. In case of any discrepancy between the terms and conditions of this Contract and an Annex hereto, the terms and conditions of this Contract shall prevail. In case of any discrepancy between the terms and conditions of the Annexes, the Annexes shall prevail over each other in the numerical order set forth above.

1.4. The following expressions shall have the meanings set out below unless otherwise expressly agreed or clearly shown by the context:

Applicable Laws – means all laws and regulations of the Republic of Lithuania applicable to the Works as on the Contract Date, including but not limited to such laws and regulations which are applicable for fire protection, environmental, health and safety, electrical, piping, building and ventilation.

Assembly – means the work at the Site by which the Plant is assembled by the Seller with the support of the Contractor. The scope of required Contractor’s support is defined in Annex 12 hereof.

Building – means expansion of the existing biotech research center and laboratory for the development of biopharmaceutical products at 4 Mokslininku street, Vilnius, Lithuania to be constructed at the Site, where the Works shall constitute the integral part of such Building.

Business Day – means a day when the banks are opened for operations both in the Republic of Lithuania and Seller’s home country.

Commissioning – means part of the Works according to the procedure set out in Annex 7 hereof.

Commissioning Deed – means the document to be signed by the Parties when the Commissioning of a Plant has been completed.

Contract – means this Contract for Supply of Modular Units and Other Equipment and Services.

Contractor – [REDACTED], a company organized and existing under the laws of the Republic of Lithuania, company’s code [REDACTED], having its registered office at [REDACTED].

Contract Date – means the date indicated in the beginning of this Contract.

Contract Price – shall have the meaning attributed to it in clause 13.1 hereof.

Coordination Meeting(s) – shall have the meaning ascribed to it in clause 2.5.2 hereof.

Defect(s) – shall have the meaning attributed to it in clause 12.1 hereof.

Delivery – means the delivery of the Plant to the Site of DDP at the Site conditions (Incoterms 2010).

Detailed Design – means the drawings, designs and other documents (the sample list whereof is attached as Annex 18) required in compliance with the Applicable Laws, to be prepared by the Seller in accordance with Article 3 hereof.

Documentation Package – means the package of the documents pertaining to the Plant listed in Annex 10 hereof, to be delivered by the Seller to the Purchaser at Take-Over.

Force Majeure – shall have the meaning set out in Article 17 hereof.

Hazardous Materials - means any hazardous, toxic, or dangerous substance, material, or waste (including, but not limited to, asbestos, chemicals, antifreeze, solvents, gases, petroleum products, used and unused motor oil, paint, blasting grit, fiber glassing compounds, and cement/adhesives) as set forth in Applicable Laws, ordinance, code, rule, regulation, order, decree, or other requirement of any governmental authority regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous substance, material, or waste, as now or at any time thereafter in effect.

Mechanical Completion – means that a Plant (or a part of the Plant) is inspected according to the requirements of Annex 6.

Mechanical Completion Deed – means a document stating that a Plant (or a part of the Plant) is inspected according to the requirements of Annex 6.

Module(s) – means one or more building module(s) with or without any equipment, apparatus, goods, commodities, products, items, data, documents, supplies, substances, component parts and assemblies, hardware, software licenses, or any other materials or parts, or any combination thereof, as the case may be, installed or to be installed therein in compliance with the Technical Design and the Detailed Design.

Plant – means all Modules as well as any equipment, apparatus, goods, commodities, products, items, data, documents, supplies, substances, component parts and assemblies, hardware, software licenses, or any other materials or parts, or any combination thereof, to be supplied by the Seller under this Contract in compliance with the Technical Design and Detailed Design. The Plant shall include, inter alia, Purchaser-supplied Equipment and Seller Procured Equipment.

Progress Reports – means monthly progress reports on the Works as provided in clause 2.5.1 hereof.

Project – Development of Innovative Technologies Based on Microbial Fermentation and Expansion of Microbial Biosynthesis R&D Infrastructure, project number 01.2.1-LVPA-K-855-01-0001.

Project Manager – means a representative appointed by a Party under clause 1.5 hereof.

Purchaser – UAB Biotechnologinės farmacijos centras "Biotechpharma", a company organized and existing under the laws of the Republic of Lithuania, company's code 300041719, having its registered office at Mokslininkų g. 4, Vilnius.

Purchaser-supplied Equipment – means equipment, apparatus, goods, commodities, products, items, data, documents, supplies, substances, component parts, assemblies start-up, commissioning

and qualification services, hardware, software licenses, or any other materials or parts, or any combination thereof, listed in Annex 17, supplied by Purchaser at its cost, furnished to the Seller and used, consumed or installed by the Seller in connection with its undertakings under this Contract.

Qualification – means the qualification activities set out in Annex 8, to be performed as described in Article 10 hereof.

Release Note for Shipment – means a document stating that all tests and inspections of the plant prior to Delivery, as defined in Annex 5 are successfully passed and carried out.

Seller – means [REDACTED], a company incorporated and existing under the laws of [REDACTED], company code [REDACTED], having its registered office at [REDACTED].

Seller-procured Equipment – means the materials and equipment listed in Annex 16 (together with related services such equipment suppliers such as documentation, training, training documentation, installation support, start-up services, qualification execution and documents etc.) or as otherwise set out in this Contract, which the Seller after this Contract has been signed shall purchase from different suppliers and the price whereof (including delivery and installation price) is included in the Contract Price.

Seller's Workshop – means the facilities where the Plant is fabricated.

Site – means land plot located at Mokslininkų street 4, Vilnius, Lithuania.

Take-Over – means the formal transfer of the Plant from the Seller to the Purchaser for operation.

Take-Over Deed – means the document, stating that the Plant is transferred to the Purchaser for operation.

Technical Design (or TD) – means the technical design of the Building, i.e. the reconstruction of the biotech research center and laboratory for the development of biopharmaceutical products at 4 Mokslininku street, Vilnius, Lithuania, attached hereto as Annex 1.

Tender – means the public tender for supply of modular units and other equipment and services No [REDACTED] as identified in the preamble of this Contract.

Time Schedule – means the time schedule for the activities to be performed by the Parties under this Contract and the Contractor (if any) as set out in Annex 3.

Unforeseen Conditions - any natural and artificial geological conditions at Site and other (natural or man-made) physical obstacles, Hazardous Material or other forms of pollution of the soil or water, archaeological artefacts as well as any defects or deficiencies of existing facilities, which have neither been referred to in the Tender documents, nor have otherwise made known to the Seller in writing prior to conclusion of this Contract.

Warranty Period – shall have the meaning ascribed to it in Article 12 hereof.

Works – means design, engineering, procurement, manufacturing, fabrication, testing, delivery and other services to be performed by the Seller in order the Plant is successfully delivered to and assembled at the Site in compliance with Technical Design and Detailed Design as the part of the Building. The Works shall include the cooperation of the Seller with the Purchaser and the Contractor, installation by the Seller of Purchaser-supplied Equipment and Seller-procured Equipment in the Plant, testing of the Plant according to the procedures set out herein, Assembly (with the support of the Contractor, as defined in Annex 12 hereof), Commissioning, Qualification

and the hand-over of the Documentation Package, but shall specifically exclude Purchaser-supplied Equipment.

Work Design – means the work design of the Building to be completed by the Contractor in compliance with the Technical Design and approved by the Seller and the Purchaser.

In addition to the definitions above, certain expressions may be defined in the specific Articles or clauses below. If such defined expressions also are used elsewhere in the Contract, they shall have the same meaning as in the Article or the clause where the definition is provided.

- 1.5. Each Party shall at all times maintain a Project Manager who shall be responsible for the management and supervision of the discharge of obligations of the respective Party hereunder on behalf of the Seller and the Purchaser respectively. The Parties shall within 15 Business Days as of the Contract Date notify each other by written notice of the Project Manager that each Party has appointed, together with the contact details of such Project Manager, including the specific e-mail address to be used in correspondence with such Project Manager.
- 1.6. The Project Manager shall be an authorized representative for all purposes under this Contract and all written communications, issued or received by a Project Manager under this Contract shall be as binding as if issued or received by the Party which employs him.
- 1.7. Either Party shall have a right to replace its Project Manager upon providing the other Party with not less than ten (10) Business Days' notice prior such change.
- 1.8. Each Project Manager may appoint a representative to temporarily act on behalf of him, provided that the name(s) and contact details of such representative has been notified to the other Party's Project Manager by written notice.

2. Subject Matter of the Contract

- 2.1. The Seller hereby undertakes, in consideration of the Contract Price, within the terms set out in the Time Schedule, at its own cost and risk to complete the Works, which, *inter alia*, shall include:
 - 2.1.1. to review and approve the Work Design prepared by the Contractor in order to ensure that the Building to be constructed is fully compatible with the Plant;
 - 2.1.2. to complete Detailed Design in compliance with the Technical Design and to get it approved by the Purchaser; to cooperate with the Purchaser and the Contractor in all matters pertaining to the designing of the Plant and its compatibility with the Building;
 - 2.1.3. to procure the Seller-procured Equipment, to install the Purchaser-supplied Equipment and Seller-procured Equipment into the Plant;
 - 2.1.4. to manufacture and fabricate the Plant so that it is fully compatible with Purchaser-supplied Equipment and Seller-procured Equipment and in compliance with Technical Design and Detailed Design and to demonstrate to the Purchaser that the Plant conforms to the technical parameters set out in Annex 5;
 - 2.1.5. to deliver the Plant to the Site;
 - 2.1.6. to provide the Purchaser with Progress Reports in accordance herewith;
 - 2.1.7. to complete the Assembly with the support of the Contractor as provided in Annex 12 hereof;
 - 2.1.8. to successfully achieve the Mechanical Completion as set out in Annex 6;
 - 2.1.9. to successfully complete the Commissioning of the Plant and to demonstrate to the Purchaser that the Plant conforms to the parameters set out in Annex 7;
 - 2.1.10. to successfully perform the Qualification of the Plant and to demonstrate to the Purchaser that the Plant conforms to the parameters set out in Annex 8;
 - 2.1.11. to transfer the Plant to the Purchaser according to the Take-Over Deed in the form and contents as attached as Annex 9;

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- 2.1.12. to hand over to the Purchaser the Documentation Package, the list whereof is attached hereto as Annex 10;
 - 2.1.13. to timely and properly remedy the defects listed in the punch lists executed in compliance with this Contract;
 - 2.1.14. to timely and properly remedy the defects of the Plant that become evident during the Warranty Period; and
 - 2.1.15. to timely and properly discharge all other obligations (despite whether explicitly listed herein or not) of the Seller, which are necessary in order to timely and properly complete the Works.
- 2.2. While discharging their obligations hereunder the Parties shall strictly adhere to (and shall fulfil their respective obligations on or before the terms set out in) the Time Schedule, attached hereto as Annex 3, except the cases where such terms are extended in compliance with terms and conditions defined herein.
- 2.3. The terms established in the Time Schedule may be extended in case the following events occur, provided such errors prevent the Seller from proper and timely discharge of its obligations hereunder:
- 2.3.1. errors are discovered in the documents provided by the Purchaser or the Contractor to the Seller (including Technical Design and Work Design, except the situations defined in clause 3.3 hereof, which shall not be regarded as errors in the sense of this clause);
 - 2.3.2. lack of or late transfer of the Site to the Seller;
 - 2.3.3. delays of or errors in the works to be completed by the Contractor or as a consequence of defects in existing buildings, facilities or fixtures;
 - 2.3.4. Unforeseen Conditions are discovered or force majeure circumstances occur;
 - 2.3.5. interruption of Works due to the reasons attributable to the Purchaser, the Contractor or other persons which are neither employed by the Seller nor are subcontractors or suppliers engaged by the Seller;
 - 2.3.6. non-fulfilment or improper fulfilment of the Purchaser's obligations hereunder, including delays in responding to the Seller's reasonable questions within the terms established herein;
 - 2.3.7. delays in delivery of the Purchaser-supplied Equipment, or any non-conformity of such Purchaser-supplied Equipment with the requirements hereof;
 - 2.3.8. suspension of the Works by Seller, provided the Seller is entitled under this Contract to such suspension;
 - 2.3.9. changes of Applicable Laws which cause a delay;
 - 2.3.10. in other cases provided for in this Contract.

In the event of occurrence of any of events indicated in this clause 2.3, the terms of completion of the Works as well as any interim milestones specified in the Time Schedule, shall be extended, by the number of days of occurrence of each such event. In such an event, the date on which one of the Parties delivers to the other Party a written notification of occurrence of such events, shall be deemed as the first day of occurrence of such event. In case the Seller provides to the Purchaser reasonable and justified evidence that a longer period of time is required due to occurrence of such event, the Parties shall negotiate in good faith an appropriate term of extension of Time Schedule and reflect their agreement in writing. If occurrence of any of events indicated in in clause 2.3 hereof shall influence the alteration of costs of performance of the Works, the Purchaser shall compensate to the Seller the direct additional costs of the Works. The Parties shall negotiate in good faith an appropriate amount of additional costs and reflect their agreement in writing. Such written agreement of the Parties shall be considered an inseparable part of this Contract.

- 2.4. The Works shall conform to all Applicable Laws and Tender documents. Further, the Works shall conform to:
- 2.4.1. the Technical Design (Annex 1 hereto);

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- 2.4.2. the Work Design to be prepared by the Contractor and reviewed and approved by the Purchaser and the Seller;
 - 2.4.3. the Detailed Design to be prepared by the Seller (and approved by the Purchaser), which may be integrated as the supportive part of Work Design;
 - 2.4.4. the Purchaser's internal rules and specifications, attached hereto as Annex 11.
- 2.5. The Seller shall:
- 2.5.1. provide the Purchaser with monthly Progress Reports describing the progress of the Works;
 - 2.5.2. conduct regular coordination meetings ("**Coordination Meetings**") at which representatives of the Purchaser and, if so required by the Purchaser – with the representatives of the Contractor, main sub-contractors and main sub-suppliers of the Plant, Purchaser-supplied Equipment and Seller-procured Equipment, during which such matters as procedures, progress, scheduling and other relevant issues are discussed. Both the Purchaser and the Seller shall have a right to initiate and summon such Coordination Meetings. The Coordination Meetings shall after the Delivery, but prior to the beginning of the Assembly, be held at least weekly and more often if necessary.
- 2.6. The Purchaser undertakes to:
- 2.6.1. deliver the input materials necessary for completion of the Detailed Design and other materially significant documents reasonably required by the Seller for proper discharge of the Seller's obligations hereunder, provided such materials and documents are in the Purchaser's possession or could be obtained only by the Purchaser without incurring extra cost, putting significant effort or taking material period of time;
 - 2.6.2. grant the Seller access to the Site;
 - 2.6.3. timely accept the Works executed and completed (in compliance with the terms and conditions of this Contract) by the Seller;
 - 2.6.4. timely deliver the Purchaser-supplied Equipment;
 - 2.6.5. pay the Contract Price, in line with the conditions defined in Article 13 of this Contract;
 - 2.6.6. conclude contracts with the public services suppliers in order to supply the Plant under construction with the utilities (such as gas, electricity, sewage, urban waste and collection of precipitation water) etc. and cover the costs of such utilities;
 - 2.6.7. respond to the Seller's questions related to the methods of the execution of the Works (where such methods are not clear from the Contract (including its Annexes), Applicable Laws and Tender documents within the terms indicated in clause 2.7 hereof.
- 2.7. All communications between Purchaser and Seller relating to the Works, including circumstances affecting, or which might affect, the progress of the Works, shall be in writing between the Project Managers. In cases stipulated by the present Contract, the representative of the Contractor may be directly involved in such communications or correspondence. The Parties agree that appropriate response to all of such communications shall be given as soon as possible, but not later than within 7 (seven) Business Days, unless the longer term is reasonably required and provided one of the Parties informed the other Party that such longer term is required and explained the reasons why.
- 2.8. When performing the Works, the Seller shall have the right, without the prior approval of the Purchaser, to use any sub-contractors. For the avoidance of doubt, the use of such sub-contractors shall in no way affect the Seller's obligations towards the Purchaser under this Contract.

3. Design of the Building and the Plant

- 3.1. The Seller represents that it is properly informed and well aware that the Plant shall constitute the part of the Building to be constructed by the Contractor according to the Technical Design. Taking the above into account, the Seller undertakes to cooperate in good faith with the Purchaser and the Contractor in review and approval of the Work Design prepared by the Contractor and completion of the Detailed Design. The Contractor's Work Design and the Seller's Detailed Design shall be in

compliance with the Technical Design. All measurements in the Work Design and Detailed Design documents shall be set out in the metric system.

- 3.2. In case any errors (for avoidance of doubts, the situations defined in clause 3.3 hereof shall not be regarded as errors in the sense of this clause) are discovered in the Technical Design or Work Design until the Seller has actually started the fabrication of the Plant, the Purchaser shall ensure that such errors are rectified as soon as possible by the persons who have completed the Technical Design or Work Design. Should the Seller be prevented from the proper and timely discharge of its obligations hereunder due to rectification of such errors in the Technical Design or Work Design, the Seller shall be entitled to the extension of the Time Schedule by the respective number of days, which the Seller could not properly and timely discharge its obligations hereunder unless the Seller provides to the Purchaser reasonable and justified evidence that a longer period of time is required due to occurrence of such event, in which case the Parties shall negotiate in good faith an appropriate term of extension of Time Schedule and reflect their agreement in writing. Should the errors (for avoidance of doubts, the situations defined in clause 3.3 hereof shall not be regarded as errors in the sense of this clause) in the Technical Design or Work Design are discovered after the Seller has actually started the fabrication of the Plant, the Seller shall also be entitled to compensation of direct cost incurred by the Seller in relation to rectification of such errors in compliance with clause 2.3 hereof.
- 3.3. The Seller shall complete the Detailed Design within the terms specified in the Time Schedule. The Seller is solely liable to the Purchaser for all and any errors (if any) in the Detailed Design and shall rectify such errors without any extension of Time Schedule and without any additional compensation.
- 3.4. Further, the Seller is responsible for the review and approval of the Work Design prepared by the Contractor to the extent that such Work Design shall be compatible with the Detailed Design prepared by the Seller and to the extent the Plant shall be compatible with the Building. If it appears that the Work Design approved by the Seller is not compatible with the Detailed Design and/or the Works already completed or to be completed under Detailed Design are not compatible with the works already completed or to be completed by the Contractor under Work Design, the Parties shall in good faith negotiate and agree whether it is more technically feasible and economically reasonable (i) to amend the Work Design or the Detailed Design; and/or (as the case may be) (ii) to rectify the Works already completed by the Seller under the Detailed Design or the works already completed by the Contractor under Work Design. However, the Parties clearly agree in advance that the Seller shall, depending on the agreement of the Parties, either (i) make the respective amendments to the Detailed Design and/or rectify the Works so that they are compatible with the Building at its own expense; or (ii) pay to the Seller the direct additional costs related to rectification of the works completed by the Contractor so that they are compatible with the Works
- 3.5. Having received from the Purchaser (or directly from the Contractor, as the case may be) the draft Work Design of the Building or a part thereof, the Seller shall, within 7 (seven) Business Days as of receipt thereof, review it with regard to compatibility of the Building or separate parts thereof (including, but not limited to, the foundations, utilities pipelines and networks connections, etc.) with the Plant and communicate to the Purchaser either its approval or description of proposed amendments, which shall be made in one co-ordinated response document.
- 3.6. If the Seller in connection with its review of Work Design submits proposed amendments, the following shall apply:
 - 3.6.1. If the Seller's proposed amendments are related to the incompliance(s) of the Work Design to the Applicable Laws, Technical Design or other requirements of this Contract, the Purchaser shall ensure that the Contractor makes the respective amendments to the Work Design. In such a case the Time Schedule shall be extended by the number of days, which the Seller could not properly and timely discharge its obligations hereunder due to the amendments of the Work Design by the Contractor unless the Seller provides to the Purchaser reasonable and justified evidence that a longer period of time is required due to

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- occurrence of such event, in which case the Parties shall negotiate in good faith an appropriate term of extension of Time Schedule and reflect their agreement in writing.
- 3.6.2. If the Seller's proposed amendments are related to the incompatibility of the Detailed Design with the Work Design, the Parties shall in good faith negotiate and agree whether it is more technically feasible and economically reasonable to amend the Work Design or the Detailed Design in order they are fully compatible as well as the term of making such amendments. Should the Parties agree to amend the Work Design, the costs of such amendments shall be borne by the Purchaser and should the Parties agree to amend the Detailed Design, the costs of such amendments shall be borne by the Seller. The Time Schedule (the terms for discharge of obligations of both Parties) shall be extended in either case by the respective number of days necessary for such amendments as agreed by the Parties.
- 3.6.3. If the Seller's proposed amendments are not related to the incompliance(s) of the Work Design to the Applicable Laws, Technical Design or other requirements of this Contract or incompatibility of the Detailed Design with the Work Design, the Purchaser shall ensure that the Contractor, within 10 (ten) Business Days responds from a technical perspective. In such a case the Parties shall discuss the proposed amendments and may agree within 5 (five) Business Days on their implementation in compliance with the procedure described in clause 18.3 hereof. However, in such a case the Purchaser shall have a right, at its sole discretion, to reject the Seller's proposed amendments.
- 3.7. Having received from the Seller the draft Detailed Design, the Purchaser shall, within 10 (ten) Business Days as of receipt thereof, review it and communicate to the Seller either its approval or a description of its proposed amendments, which shall be made in one co-ordinated response document.
- 3.8. If the Purchaser in connection with its review of Detailed Design submits proposed amendments, the following shall apply:
- 3.8.1. If the Purchaser's proposed amendments are related to the incompliance(s) of the Detailed Design to the Applicable Laws, Technical Design or other requirements of this Contract, the Seller shall make the respective amendments to the Detailed Design at its own cost without any extension of the Time Schedule.
- 3.8.2. If the Purchaser's proposed amendments are related to the incompatibility of the Detailed Design with the Work Design, the Parties shall in good faith negotiate and agree whether it is more technically feasible and economically reasonable to amend the Work Design or the Detailed Design in order they are fully compatible as well as on the term necessary for making such amendments. Should the Parties agree to amend the Work Design, the costs of such amendments shall be borne by the Purchaser and should the Parties agree to amend the Detailed Design, the costs of such amendments shall be borne by the Seller. The Time Schedule (the terms for discharge of obligations of both Parties) shall be extended in either case by the respective number of days necessary for such amendments as agreed by the Parties.
- 3.8.3. If the Purchaser's proposed amendments are not related to the incompliance(s) of the Detailed Design to the Applicable Laws, Technical Design or other requirements of this Contract or incompatibility of the Detailed Design with the Work Design, the Seller shall, within 7 (seven) Business Days respond from a technical perspective and provide its reasonable estimations on how much time and/or how much additional costs such amendments would require. Immediately thereafter the Parties shall discuss the proposed amendments and use their best efforts to agree within 5 (five) Business Days on their implementation in compliance with the procedure defined in clause 18.3 hereof. However, in case the Seller, at his sole discretion, finds that the amendment is minor, the Seller can decide to proceed with the amendments without extension of the Time Schedule and without agreeing on additional works under clause 18.3 hereof.

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- 3.9. If the respective Party, receiving the draft documents for review (“**Receiving Party**”), failed to communicate its approval or proposed amendments to the other Party (“**Requesting Party**”) within the time set out in this Article 3, the Requesting Party shall remind the Receiving Party in writing. Should the Receiving Party fail to respond as stipulated in clause 3.5 or clause 3.7 within 7 (seven) Business Days as of the receipt of such reminder, the Receiving Party shall pay to the Requesting Party liquidated damages at the rate of EUR 500 per each day of delay until the proper discharge of its obligations. For avoidance of doubts, if the Receiving Party has responded within the grace period established in this clause, no liquidated damages are applicable; however in case the Receiving Party has failed to respond within the grace period established in this clause, the liquidated damages are applied as of the first day of delay (and not as of the expiry of the grace period established in this clause).
- 3.10. Should the Receiving Party fail to comply with its obligation to respond within the grace period set forth in clause 3.9, the Requesting Party shall be entitled to (i) an extension of the Time Schedule by the respective number of delayed days, calculated as of the first day of delay and not as of the expiry of the grace period established in clause 3.9 unless the Requesting Party provides to the Receiving Party reasonable and justified evidence that a longer period of time is required due to occurrence of such event, in which case the Parties shall negotiate in good faith an appropriate term of extension of Time Schedule and reflect their agreement in writing and/or (ii) to compensation of the direct cost incurred by the Requesting Party in connection to such delay pursuant to clause 2.3 hereof, exceeding the amount of liquidated damages accumulated as per clause 3.9 hereof.

4. Procurement and Fabrication of the Plant

- 4.1. The Seller shall fabricate the Plant in accordance with the Applicable Laws, Technical Design, Detailed Design and the requirements of this Contract and shall for such purpose procure all materials, parts and equipment, including the Seller-procured Equipment, to be included in the Plant as set out in this Contract, except such equipment etc. that shall be provided by the Purchaser as Purchaser-Supplied Equipment.
- 4.2. The Seller is solely responsible for proper and timely procurement, acquisition and transportation of the Seller-procured Equipment to the Seller’s Workshop or to the Site (as the case may be) and assumes all the risks in connection thereto. The Seller shall also ensure that the Seller-procured Equipment corresponds to the requirements of the Applicable Laws, Technical Design, Detailed Design and the requirements of this Contract and is fully compatible with the Plant.
- 4.3. During fabrication of the Plant, the Purchaser shall have access to the Seller’s Workshop where the Plant is fabricated for inspection during normal business hours, provided that the Purchaser by written notice shall inform the Seller of such inspection no later than 5 (five) Business Days in advance. The Seller shall obligatory notify the Purchaser on (i) the date of commencement of the welding Works of the Plant and (ii) the date when the structures of all Modules are completed. Further, the Seller shall make available to the Purchaser the possibility to make sure on the respective date (as indicated above) that (i) all the materials necessary for welding Works for the whole Plant are purchased by the Seller or its subcontractors and delivered to the Seller’s Workshop (ii) Works, pertaining to the finalization of structures of all Modules, are completed.
- 4.4. The Purchaser shall at its own expense acquire and transport to the Seller’s Workshop or the Site, as the case may be, all Purchaser-supplied Equipment at times set out in the Time Schedule.
- 4.5. If Purchaser-supplied Equipment is transported to the Seller’s Workshop, the Seller shall upon arrival of the aforesaid Purchaser-supplied Equipment unload, inspect and transport it to the point of use or installation.
- 4.6. The Purchaser shall promptly notify the Seller if there are delays in delivery of any Purchaser-supplied Equipment.

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- 4.7. Upon receipt of Purchaser-supplied Equipment, the Seller shall sign an acknowledgement of receipt thereof and promptly forward a copy to the Purchaser indicating in what condition the Purchaser-supplied Equipment was received to the extent visible when sight inspected. The aforesaid shall not preclude Seller from making or asserting any subsequent claim that the items were received in a damaged condition and/or with shortages, provided such shortages or condition could not be reasonably established at receipt.
 - 4.8. The Seller shall have no right or interest in any of the Purchaser-supplied Equipment and will not obtain title to any of the Purchaser-supplied Equipment.
 - 4.9. In the event of any defect or deficiency in, or any delay in the delivery or return of, Purchaser-supplied Equipment, the Purchaser shall, indemnify and save the Seller harmless against any direct loss, damage, cost and expense related to any such defect, deficiency, delay or return and the Seller shall not be liable for a delay of the Works caused by any of the aforesaid circumstances.

5. Tests and Inspections of the Plant prior to Delivery

- 5.1. At the Seller's Workshop, prior to Delivery the Seller shall perform the tests and inspections in accordance with Annex 5. With respect to such tests and inspections, the Seller shall give the Purchaser a written notice on the exact date of such test or inspection at least 10 (ten) Business Days in advance and (i) allow the Purchaser to witness them, and (ii) demonstrate to the Purchaser that the Seller has achieved the level of completion of the Plant set out in Annex 5 and that the Plant corresponds to the parameters set out in Annex 5, and (iii) on request provide to the Purchaser in writing results of such test or inspection. The tests and inspections prior to Delivery may be performed on the whole Plant at once or on all parts of the Plant separately.
- 5.2. When such tests and inspections set out in Annex 5 have been successfully performed, the Parties shall sign a Release Note for Shipment for a Plant or a respective part of the Plant, which has been tested and inspected. The said Release Note for Shipment shall, *inter alia*, state (i) if the Plant or the inspected part of the Plant is approved for Delivery, (ii) if there are minor defects to be included in a punch-list, and (iii) the terms and conditions of rectification of such defects of the punch list. The Release Note for Shipment shall be prepared by the Seller in two counterparts and shall be executed by the Parties no later than within 2 (two) Business Days as of successful completion of such tests and inspections.
- 5.3. Deviations from the requirements of the Contract that can be rectified by minor adjustments or additions prior to Delivery or at the Site shall not prevent the approval of a part of the Plant for Delivery. Such deviations shall instead be listed in a punch-list and be corrected by the Seller, either prior to Delivery or at the Site. The Seller shall ensure that the Plant or the inspected part of the Plant is delivered to the Site without those defects and deviations which, according to the punch-list, had to be rectified prior to Delivery.
- 5.4. Purchaser shall have a right to refuse approval for Delivery in case it is apparent that the Seller has not achieved the level of completion of the Plant prior to Delivery established in Annex 5 or the Seller fails to demonstrate that the Plant (or the inspected part of the Plant) corresponds to the technical parameters set out in Annex 5.
- 5.5. In case the Purchaser has been properly notified of the tests and inspections prior to Delivery but has, without reason, delayed such tests and inspections or has, without reason, delayed the signature of the Release Note for Shipment, the Seller shall be entitled to (i) an extension of the Time Schedule by the number of days, by which the Purchaser has delayed the discharge of its obligations hereunder unless the Seller provides to the Purchaser reasonable and justified evidence that a longer period of time is required due to occurrence of such event, in which case the Parties shall negotiate in good faith an appropriate term of extension of Time Schedule and reflect their agreement in writing and/or

(ii) to compensation of direct cost incurred by the Seller in relation therewith in compliance with clause 2.3 hereof. In case the Purchaser, without reason, delays the tests and inspections prior to Delivery or does not sign the Release Note for Shipment for more than 30 (thirty) Business Days as of the respective deadline set out in this Contract, the Release Note for Shipment suggested by the Seller shall be deemed to have been accepted by the Purchaser.

- 5.6. The Parties shall bear the costs for tests and inspections prior to Delivery as set out in the matrix of responsibilities attached hereto as Annex 2.
- 5.7. The signature (or deemed acceptance) of Release Note for Shipment by the Purchaser does not relieve the Seller from the liability in case any defects of the Plant are discovered during the Warranty Period, unless the Purchaser has expressly waived his right to claim the Seller's liability for such defect in writing.

6. Delivery of the Plant

- 6.1. When a Release Note for Shipment has been approved, the Seller shall at its own cost and risk (for avoidance of doubts, the remuneration for Delivery is included in the Contract Price) arrange and ensure the Delivery of the Plant (all the inspected parts of the Plant) to the Site within the terms indicated in the Time Schedule. The Delivery may be performed of the whole Plant at once or of all parts of the Plant separately.
- 6.2. Title to the Plant or parts thereof shall pass to the Purchaser at Delivery thereof to the Site, provided that the Purchaser has made all payments then due to the Seller, or failing the foregoing, provided that the Seller nonetheless agrees in writing to such passing of title, which agreement in such case shall be without prejudice to the Seller's right to receive payments hereunder.
- 6.3. Risk of accidental loss and damage to the Plant or parts thereof shall pass to the Purchaser in accordance with the trade term DDP at the Site (Incoterms 2010).
- 6.4. In case Delivery of the entire Plant has not taken place at the date set out in the Time Schedule, and such delay is caused by a circumstance attributable to the Seller (including the delays by the subcontractors, suppliers or carriers chosen by the Seller), the Seller shall pay to the Purchaser liquidated damages in the amount of 0.04 (zero point zero four) percent of the part of the Contract Price payable after Delivery (as per clause 13.2.6 hereof) for each day of delay. Such liquidated damages shall be subject to set-off, deductible from any payment of the part of the Contract Price by the Purchaser.
- 6.5. If a delay of Delivery is caused by circumstances attributable to the Seller and such delay exceeds 3 (three) calendar months as of the date indicated in the Time Schedule (when the whole Plant shall be delivered to the Site), the Purchaser shall have the termination rights established in clause 16.3 hereof.

7. Assembly

- 7.1. Subject to Annex 2, the Purchaser undertakes to ensure timely preparation of the Site, including necessary foundations, in compliance with the Technical Design and Work Design and the Time Schedule.
- 7.2. The Purchaser shall at its own cost be responsible for obtaining all permits and approvals required under the Applicable Laws for the construction of the Building and the Assembly.
- 7.3. The Parties agree that the Assembly (the remuneration whereof is included in the Contract Price) will be completed by the Seller with the support of the Contractor, where the scope of the support by

the Contractor is defined in Annex 12 hereof. The Purchaser shall bear the costs of Contractor's support.

- 7.4. The Purchaser shall advise the Seller of its communications with the Contractor, in order to avoid interference with the Seller's Assembly.
- 7.5. The Seller shall timely procure and obtain work permits, entry visas, resident permits and travel permits (if any are required) as applicable to, from and within the Republic of Lithuania for all personnel of the Seller and its subcontractors involved in the Seller's performance under this Contract.
- 7.6. Prior to commencement of the Seller's performance of its Works at the Site, Purchaser shall provide (or ensure that the Contractor provides) all personnel of Seller and its subcontractors with training at site safety in accordance with the Applicable Laws.
- 7.7. The Purchaser and/or the Contractor shall be responsible for all safety, health and environmental coordination at the Site, necessary due to Contractor and/or other contractors engaged by the Purchaser/Contractor or due to the Purchaser's own activities.
- 7.8. The Seller shall inspect and familiarize itself with the Site and adjacent properties and perform such other actions as the Seller deems necessary in order to prepare itself for the Assembly prior to commencement of the Assembly as set out in the Time Schedule.
- 7.9. The Seller shall at all times take reasonable precautions to prevent the discharge of any Hazardous Materials onto the Site or into the environment during the performance of its Works at the Site. The Seller shall not authorize, bring or allow its subcontractors, suppliers or employees to bring any Hazardous Materials on the Site, except where such Hazardous Materials are used under known and controlled conditions and are required to perform the Works and have been approved by Purchaser in writing.
- 7.10. Upon arrival of the Plant at the Site, the Seller shall inspect the Plant for visual damage and for compliance with the shipping documents. If damage or non-conformity to the Plant's shipping documents is discovered during any such inspection, or at any time thereafter, the Seller shall without delay notify the Purchaser and rectify such non-conformity and/or damage as soon as practicably possible. If non-conformity of or damage to the Plant is discovered any time after the inspection, the Seller shall rectify such non-conformity and/or damage if it is obvious or most likely that such non-conformity or damage was made prior to the Delivery.
- 7.11. The Seller shall start the Assembly as set out in the Time Schedule and perform the Assembly in accordance with the (i) Technical Design, (ii) Detailed Design, (iii) the Seller's safety, health and environmental plan, (iv) all Applicable Laws, and (v) the Time Schedule.
- 7.12. During the Assembly, the Seller shall record and maintain a journal with daily notes relating to the executed Works, such as documents handed over, delays, instructions by the Purchaser, defects and deficiencies found in Purchaser-supplied Equipment and the Plant, special agreements or events, problems encountered and any other relevant information relating to the Assembly. The Seller shall sign the journal and on a weekly basis deliver copies thereof to the Purchaser. The Purchaser shall sign and return the journal with its comments, if any, to the Seller in the following week.
- 7.13. If, in the course of the Assembly, the Seller encounters Unforeseen Conditions at the Site, the Seller shall promptly notify the Purchaser regarding the existence and location thereof and shall be entitled to cease all operations in the affected area until the Purchaser, at his own cost, by reasonable and lawful means of handling, have resolved such Unforeseen Conditions.

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- 7.14. In an emergency affecting the safety of persons or property at the Site, both Parties shall take reasonable and prudent actions to prevent or minimize threatened damage, injury or loss. In the event of a failure by Seller to comply with any material requirement of this Contract which jeopardizes the health or safety of persons or property at the Site, the Purchaser shall have the authority to stop any operations at the Site affected by such failure until such failure is corrected.
- 7.15. In case the Assembly is delayed due to a circumstance not attributable to the Seller, the Seller shall be entitled to (i) an extension of the Time Schedule by the respective number of delayed days, unless the Seller provides to the Purchaser reasonable and justified evidence that a longer period of time is required due to occurrence of such event, in which case the Parties shall negotiate in good faith an appropriate term of extension of Time Schedule and reflect their agreement in writing and /or (ii) to compensation of direct cost incurred by the Seller in relation therewith in compliance with clause 2.3 hereof.

8. Mechanical Completion

- 8.1. When Mechanical Completion of the Plant or a part of the Plant has been reached, the Parties shall perform an inspection of the part of the Plant so assembled in order to ascertain that the relevant part of the Plant is ready for testing and conforms to the parameters set out in Annex 6. The need of minor adjustments and corrections (to be listed in the punch-list) that do not affect the intended operation of the part of the Plant shall not prevent the Mechanical Completion Deed for such part of the Plant to be signed. The inspections of the Mechanical Completion may be performed for the whole Plant at once or for all parts of the Plant separately.
- 8.2. When an inspection in accordance with clause 8.1 has taken place, the Mechanical Completion Deed(s) in two counterparts shall be prepared by the Seller and be submitted to the Purchaser. Having received the draft Mechanical Completion Deed, the Purchaser shall within 7 (seven) Business Days from receipt thereof either (i) sign and return one signed counterpart of draft Mechanical Completion Deed to the Seller, or (ii) submit justified comments to the draft Mechanical Completion Deed.
- 8.3. In case the Purchaser has been properly notified of the inspection in accordance with clause 8.1 but has, without reason, delayed such inspection or has, without reason, delayed the signature of the Mechanical Completion Deed, the Seller shall be entitled to (i) an extension of the Time Schedule by the number of days, by which the Purchaser has delayed the discharge of its obligations hereunder unless the Seller provides to the Purchaser reasonable and justified evidence that a longer period of time is required due to occurrence of such event, in which case the Parties shall negotiate in good faith an appropriate term of extension of Time Schedule and reflect their agreement in writing and/or (ii) to compensation of direct cost incurred by the Seller in relation therewith in compliance with clause 2.3 hereof. In case the Purchaser, without reason, delays the inspection in accordance with clause 8.1 or does not sign the Mechanical Completion Deed for more than 20 (twenty) Business Days as of the respective deadline set out in this Contract, the Mechanical Completion Deed suggested by the Seller shall be deemed to have been accepted by the Purchaser.
- 8.4. The signature (or deemed acceptance) of Mechanical Completion Deed by the Purchaser does not relieve the Seller from the liability in case any defects of the Plant are discovered during the Warranty Period, unless the Purchaser has expressly waived his right to claim the Seller's liability for such defect in writing.

9. Commissioning

- 9.1. When a Mechanical Completion Deed has been issued, the Seller shall perform Commissioning in order to ascertain that the Plant or a part of the Plant conforms to the technical parameters set out in Annex 7. The Commissioning may be performed for the whole Plant at once or for all parts of the Plant separately.

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- 9.2. When the Commissioning of the Plant has been successfully completed, the Commissioning Deed in two counterparts shall be prepared by the Seller and be submitted to the Purchaser. The said deed shall state if the relevant requirements of all the tests and inspections applicable hereunder have been fulfilled. The need of minor adjustments and corrections that do not affect the intended operation shall be listed in the punch list and shall not prevent the Commissioning Deed for the Plant to be issued. Having received the draft Commissioning Deed, the Purchaser shall within 7 (seven) Business Days from receipt thereof either (i) sign and return one signed counterpart of draft Commissioning Deed to the Seller, or (ii) submit justified comments to the draft Commissioning Deed.
- 9.3. In case the Purchaser has been properly notified of the Commissioning but has, without reason, delayed such Commissioning or has, without reason, delayed the signature of the Commissioning Deed, the Seller shall be entitled to (i) an extension of the Time Schedule by the number of days, by which the Purchaser has delayed the discharge of its obligations hereunder unless the Seller provides to the Purchaser reasonable and justified evidence that a longer period of time is required due to occurrence of such event, in which case the Parties shall negotiate in good faith an appropriate term of extension of Time Schedule and reflect their agreement in writing and/or (ii) to compensation of direct cost incurred by the Seller in relation therewith in compliance with clause 2.3 hereof. In case the Purchaser, without reason, delays Commissioning or does not sign the Commissioning Deed for more than 20 (twenty) Business Days as of the respective deadline set out in this Contract, the Commissioning Deed suggested by the Seller shall be deemed to have been accepted by the Purchaser.
- 9.4. The signature (or deemed acceptance) of Commissioning Deed by the Purchaser does not relieve the Seller from the liability in case any defects of the Plant are discovered during the Warranty Period, unless the Purchaser has expressly waived his right to claim the Seller's liability for such defect in writing.

10. Qualification

- 10.1. When the Commissioning deed has been issued for the Plant, the Seller shall perform Qualification in order to ascertain that the Plant conforms to the technical parameters set out in Annex 8 hereto. The Commissioning may be performed for the whole Plant at once or for all parts of the Plant separately.
- 10.2. With respect to the Qualification, the Seller shall bear all costs for any test material or consumables needed. The Parties shall otherwise bear all costs in connection with the Qualification as set out in Annex 2.
- 10.3. During the course of the Qualification of the Plant, the Seller shall submit to the Purchaser the Qualification documents, demonstrating that all requirements set out in Annex 8 hereto are fulfilled. Within 20 (twenty) calendar days after receipt of a Qualification document, the Purchaser shall (i) approve such document or, (ii) if the documents deviate from the relevant parts of Annex 8, submit comments to them.
- 10.4. In case the Qualification is delayed due to a circumstance attributable to the Purchaser, the Seller shall be entitled to (i) an extension of the Time Schedule by the number of days, by which the Purchaser has delayed the discharge of its obligations hereunder unless the Seller provides to the Purchaser reasonable and justified evidence that a longer period of time is required due to occurrence of such event, in which case the Parties shall negotiate in good faith an appropriate term of extension of Time Schedule and reflect their agreement in writing and/or (ii) to compensation of direct cost incurred by the Seller in relation therewith in compliance with clause 2.3 hereof. In case the Purchaser, without reason, delays Qualification for more than 20 (twenty) Business Days as of the

respective deadline set out in this Contract, the Qualification documents shall be deemed to have been approved by the Purchaser.

- 10.5. In case the Qualification is delayed due to a circumstance attributable to the Seller (including, but not limited in cases when the Qualification is delayed because the fabrication, Delivery, Assembly, Mechanical Completion, or the Commissioning was delayed due to a circumstance attributable to the Seller), the Seller shall pay to the Purchaser liquidated damages in the amount of 0.04 (zero point zero four) percent of the Contract Price for each day of delay. Such liquidated damages shall be subject to set-off, deductible from any payment of the part of the Contract Price by the Purchaser.
- 10.6. If a delay of Qualification is caused by a circumstances attributable to the Seller and such delay exceeds 5 (five) calendar months as of the date indicated in the Time Schedule (when the Qualification of the whole Plant shall completed), the Purchaser shall have the termination rights established in clause 16.3 hereof.

11. Take Over

- 11.1. When for the whole Plant:
- 11.1.1. a Mechanical Completion Deed has been issued or is deemed to have been issued;
 - 11.1.2. a Commissioning Deed has been issued or is deemed to have been issued; and
 - 11.1.3. the Purchaser has approved the Qualification documents or they are deemed to have been approved;
- the Seller shall transfer the Plant for operation to the Purchaser by issuing Take-Over Deed substantially in the form and contents as attached hereto as Annex 9.
- 11.2. Subject to the fulfilment of the conditions listed in clause 11.1 hereof, when the Seller has issued to the Purchaser the Take-Over Deed, the Warranty Period for the Plant and the Works shall start at the date the said deed is issued.
- 11.3. The issuance of Take-Over Deed does not relieve the Seller from (i) the obligation to correct all the minor defects listed in the punch lists of Mechanical Completion Deed and/or Commissioning Deed; and (ii) the liability in case any defects of the Plant are discovered during the Warranty Period.
- 11.4. Prior to Take-Over the Purchaser shall not use the Plant or any parts thereof for commercial purposes without the prior approval of the Seller. If the Purchaser starts using the Plant or parts thereof for commercial purposes prior to Take-Over without the approval of the Seller, the Warranty Period shall commence on the day on which Purchaser begins the use of the Plant.
- 11.5. Together with the Take-Over Deed, the Seller shall provide the Purchaser with a Documentation Package in an electronic format, organized as set out in Annex 10.
- 11.6. The Documentation Package (as well as all other technical documents) shall be written in English. At Take-Over, the Documentation Package shall become the Purchaser's property.
- 11.7. If the Documentation Package deviates from the requirements of Annex 10, the Purchaser shall have a right to submit written requests to the Seller within Warranty Period.

12. Warranty

- 12.1. The Seller hereby gives the warranty for the Plant and the Works and undertakes, at its own cost to remedy all the defects in the Plant and/or the Works resulting from faulty material, workmanship or design (other than a design made, furnished or specified by the Purchaser) and occurring during the Warranty Period(s) ("**Defects**").

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- 12.2. Notwithstanding the other provisions hereof, the Seller shall have no responsibility or liability in respect of Defects to the extent caused by:
- 12.2.1. Purchaser-supplied Equipment;
 - 12.2.2. damage to the Plant and/or the Works that was not caused by the Seller (including operation, maintenance or repair of the Plant and/or the Works by any person, other than the Seller);
 - 12.2.3. damage to the Plant and/or the Works caused by the fault of the Contractor;
 - 12.2.4. use for a purpose other than the purposes for which the Plant was designed or use of the Plant by the Purchaser in breach of the terms and conditions established in the Documentation Package;
 - 12.2.5. ordinary wear and tear of the Plant.
- 12.3. The Warranty Period shall be twelve (12) months from the date the Seller has issued the Take-Over Deed for the whole Plant.
- 12.4. The Warranty Period for a repaired, replaced or re-performed part of the Plant is twelve (12) months from the date of repair, replacement or re-performance, provided, however, that no warranty undertaking of the Seller shall be longer than 24 months as of the date of issuing the Take-Over Deed. The extended warranty period for a repaired, replaced or re-performed part of the Plant is valid for such part only and not for a larger portion it may be installed in.
- 12.5. Notwithstanding the other provisions hereof, the following shall apply with respect to the Seller-procured Equipment:
- 12.5.1. the warranty period for Seller-procured Equipment under this Contract shall be the same as the warranty period in the contract(s) between the Seller and the Seller-procured Equipment supplier(s);
 - 12.5.2. the Seller's warranty undertaking for Seller-procured Equipment to the Purchaser shall be limited to the same warranty undertaking as has been given by the Process Equipment supplier(s) to the Seller.
- 12.6. The Seller shall use its best efforts in trying to secure warranty conditions from the Seller-procured Equipment suppliers that are not lower to the warranty conditions set out herein.
- 12.7. Notwithstanding the other provisions hereof, the following shall apply with respect to steel structures and welds in the Plant:
- 12.7.1. the Warranty Period for steel structures and welds of the Plant shall be 60 (sixty) months from the date the Seller issued the Take-Over Deed;
 - 12.7.2. when the warranty period established in clause 12.7.1 above has lapsed, the Seller shall with respect to steel structures and welds in the Plant have a continued responsibility for substantial Defects caused by the Seller's negligence. This period of continued responsibility for substantial Defects caused by the Seller's negligence shall cease one-hundred and twenty (120) months from the date the Seller issued the Take-Over Deed.
- 12.8. With respect to non-compliances with the requirements of the Contract regarding other parts of the Works than the Plant (i.e. the Assembly, Commissioning and Qualification), the Seller shall, after written notice by the Purchaser, without undue delay and at its own cost re-perform such services so that they become in compliance with the requirements of the Contract.
- 12.9. During the Warranty Period the Purchaser shall within 10 (ten) Business Days as of the date it became aware of the Defect (or longer reasonable term if so required by the nature of the particular Defect and the relevant circumstances), notify the Seller of any Defect. The Seller shall thereafter, within a period of time reasonably acceptable to the Purchaser, such period not to be less than 5 (five) Business Days, submit a plan and schedule to the Purchaser for the remedying of such Defects.

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- 12.10. Should the Purchaser fail to notify the Seller of the Defect within the term specified in clause 12.9 above, the Purchaser is responsible for the increase of costs (if any) related to the remedy of such Defect (compared to costs that would have been incurred in case the Purchaser would have notified the Defect in time), but this does not relieve the Seller of its obligation to remedy the Defect.
- 12.11. Should the Seller fail within 5 (five) Business Days after the Seller's submittal of the said plan to commence to remedy the relevant Defect and thereafter diligently pursue such remedy, the Purchaser may, after a further written notification providing a final reasonable period to cure, remedy the Defect at the Seller's expense.
- 12.12. The remedies set out in this Article 12 shall be to the exclusion of any other remedy of the Purchaser with respect to Defects in the Plant and non-compliances of the Works.

13. Contract Price, Guarantees and Insurance

- 13.1. For all the Works and discharge of the Sellers obligations hereunder the Purchaser shall pay to the Seller the fixed Contract Price equal to EUR [REDACTED], as set out in Annex 4 hereto. The Parties explicitly agree that the Contract Price includes all taxes (including VAT, if applicable), fees, dues, custom or import duties or similar charges, which may be imposed on the Seller in connection with or as a result of this Contract or the performance hereof.
- 13.2. The Contract Price shall be paid to the Seller in the following portions:
- 13.2.1. Fifteen per cent 15% of the Contract Price, equal to EUR [REDACTED] shall be paid no later than 10 (ten) Business Days after the delivery by the Seller to the Purchaser of the advanced payment guarantee set out in clause 13.6.1 hereof against presentation of the Seller's advance payment guarantee and invoice.
- 13.2.2. Twenty per cent (20 %) of the Contract Price, equal to EUR [REDACTED] shall be paid no later than 30 (thirty) Business Days after (i) the delivery by the Seller to the Purchaser of the performance guarantee set out in clause 13.6.2 hereof and (ii) the Seller has proved to the Purchaser that all the materials necessary for welding Works of the whole Plant are purchased by the Seller and delivered to the Seller's Workshop, against presentation of the Seller's performance guarantee and invoice.
- 13.2.3. Seven per cent (7 %) of the Contract Price, equal to EUR [REDACTED] shall be paid no later than 30 (thirty) Business Days after the Seller has proved to the Purchaser that all Works, pertaining to the finalization of structures of all Modules, are completed, against presentation of the Seller's invoice.
- 13.2.4. Eight per cent (8 %) of the Contract Price, equal to EUR [REDACTED] shall be paid no later than 30 (thirty) Business Days after the Purchaser has approved the final version of the Detailed Design and the Seller has approved the respective parts of the Work Design (ensuring the compatibility of the Building and the Plant), against presentation of the Seller's invoice.
- 13.2.5. Twenty per cent (20 %) of the Contract Price, equal to EUR [REDACTED] shall be paid no later than 30 (thirty) Business Days after the Release Note for Shipment is signed by or is deemed to be accepted by the Purchaser against presentation of the Seller's invoice.
- 13.2.6. Six per cent (6 %) of the Contract Price, equal to EUR [REDACTED] shall be paid no later than 30 (thirty) Business Days after the Delivery of the Plant to the Site against presentation of the Seller's invoice.
- 13.2.7. Six per cent (6 %) of the Contract Price, equal to EUR [REDACTED] shall be paid no later than 30 (thirty) Business Days after the Mechanical Completion Deed is signed by or is deemed to be accepted by the Purchaser against presentation of the Seller's invoice.
- 13.2.8. Six per cent (6 %) of the Contract Price, equal to EUR [REDACTED] shall be paid no later than 30 (thirty) Business Days after the Commissioning Deed is signed by or is deemed to be accepted by the Purchaser against presentation of the Seller's invoice.

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- 13.2.9. Six per cent (6 %) of the Contract Price, equal to EUR [] shall be paid no later than 30 (thirty) Business Days after the Qualification documents are signed by or are deemed to be accepted by the Purchaser against presentation of the Seller's invoice.
- 13.2.10. Six per cent (6 %) of the Contract Price, equal to EUR [] shall be paid no later than 30 (thirty) Business Days after the (i) delivery by the Seller to the Purchaser of the Warranty Period guarantee set out in clause 13.6.3 hereof and (ii) the Take-Over Deed is issued by the Seller, against presentation of the Seller's Warranty Period guarantee, invoice and the Documentation Package.

In case the Release Note for Shipment is issued, the Delivery is performed, the Mechanical Completion Deed is issued, the Commissioning Deed is issued and/or Qualification documents are accepted not for the whole Plant at once but for separate parts of the Plant, the Purchaser's obligation shall each time apply to pay the portion of the respective part of the Contract Price (indicated, respectively in clauses 13.2.5 - 13.2.9 hereof) in proportion to the part of the Plant, which is, respectively, inspected and made ready for shipment, or delivered to the Site, or assembled and mechanically completed, or commissioned or qualified.

- 13.3. If the Purchaser fails to pay any undisputed amount due hereunder, the Purchaser shall pay liquidated damages to the Seller on the amount due and unpaid at the rate of 0.5 % (zero point five per cent) for each full month of delay.
- 13.4. If the Purchaser delays to comply with the provisions contained herein with respect to payments for more than 30 (thirty) Business Days, the Seller shall, without prejudice to its other rights and remedies, be entitled to suspend its performance under this Contract by written notice to the Purchaser. In such a case of a suspension, the Seller shall be entitled to an extension of the Time Schedule which shall correspond to the period of suspension unless the Seller provides to the Purchaser reasonable and justified evidence that a longer period of time is required due to occurrence of such event, in which case the Parties shall negotiate in good faith an appropriate term of extension of Time Schedule and reflect their agreement in writing and the Purchaser shall indemnify the Seller for all direct costs and expenses arising as a result of such suspension in compliance with clause 2.3 hereof. In the event such suspension exceeds 90 (ninety) calendar days, the Seller shall have a right, at its discretion, to terminate this Contract in compliance with clause 16.3 hereof.
- 13.5. In the event of an extension of the Time Schedule due to a reason attributable to the Purchaser, the Seller shall be entitled to recover from the Purchaser direct costs and expenses resulting from such extension in compliance with clause 2.3 hereof.
- 13.6. The Seller shall provide the Purchaser with the following guarantees:
- 13.6.1. an irrevocable first demand advanced payment guarantee in the amount of fifteen per cent (15%) of the Contract Price, equal to EUR []. The said advance payment guarantee shall be issued in the form and contents as set out in Annex 13 and be issued by a bank reasonably acceptable to the Purchaser. It shall be valid and enforceable until Plant with a corresponding value has been delivered to the Site, however no longer than 20 months from the Contract Date;
- 13.6.2. an irrevocable first demand performance guarantee in the amount of ten per cent (10 %) of the Contract Price, equal to EUR []. The said guarantee shall be provided on or before the second payment of the Contract Price as established in clause 13.2.2 hereof and be issued by a bank reasonably acceptable to the Purchaser. The guarantee shall be worded as set out in Annex 14 and shall remain valid and enforceable until the issuance of the Take Over Deed;
- 13.6.3. an irrevocable first demand Warranty Period guarantee covering the Seller's warranty obligations set out in Article 12 hereof in the amount of five per cent (5 %) of the Contract Price, equal to EUR []. The said guarantee shall be provided on or before the Take-Over date and be issued by a bank reasonably acceptable to the Purchaser. The guarantee shall be worded as set out in Annex 15 and shall remain valid and enforceable until the expiry of the Warranty Period.

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- 13.7. The Seller shall, for the period up to Delivery, at its own cost procure and maintain property insurance (covering the Plant during transportation to the Site) for the Plant which shall cover the full replacement value of the Plant.
 - 13.8. The Purchaser is responsible to procure and maintain insurance for all Purchaser-Supplied Equipment, which shall cover its full replacement value.
 - 13.9. With respect to all the insurances to be purchased and maintained by the Parties under this Article 13, the insurers shall, respectively, waive any right of subrogation against the Seller and its sub-contractors and against the Purchaser and his other contractors.

14. Confidentiality and Intellectual Property Rights

- 14.1. All the data, documents and/or information concerning the Works which are provided to the Seller by the Purchaser for the purposes of this Contract, or any information from the Purchaser that the Seller comes across through the execution of the Contract, are strictly confidential. The Seller therefore undertakes to observe their confidentiality, not to disclose such confidential data, documents and/or information to any third parties except its sub-contractors or subsidiaries and to impose the same confidentiality obligation on its sub-contractors or subsidiaries. The Seller undertakes not to use such information for any purpose other than the performance of its obligations hereunder, and to return to Purchaser all the documents provided by the Purchaser in its possession at the simple request of the latter. Notwithstanding the aforesaid, the Seller shall always remain the owner of the methods, know-how, products, software or tools used to perform the Works.
- 14.2. Drawings, specifications, designs, models, software and other information and data relating to modular systems and techniques and work processes provided by the Seller to the Purchaser or experienced or developed by the Purchaser in connection with the Seller's performance under this Contract, whether in tangible, electronic or other form, and any copies or extracts thereof made by either Party (the "**Seller's Know-How**") and any intellectual property rights pertaining thereto shall remain the Seller's property. Seller's Know-How includes without limitation information on modular design solutions and details, integration of plant support and process systems into modular structures, inter connection solutions for piping and ducts walls and internal modular interface design solutions to facilitate hook down at the Seller's workshop. The Purchaser shall have a perpetual non-exclusive right to use the Seller's Know-How contained in the Documentation Package for the operation and maintenance of the Plant at the Purchaser's Site but for no other purpose. The Purchaser shall be entitled to disclose the Seller's Know-How to the Contractor to the extent necessary for the Contractor to perform the support during the Assembly.
- 14.3. The obligation of the Parties to keep information and know-how confidential as set out above shall not include information which (i) is or becomes part of the public domain through no fault of the other Party; (ii) is already known to a Party at the time of disclosure by the other Party; (iii) is subsequently received by a Party from a third party who is not prohibited from transmitting such information by a contractual, legal, fiduciary or other obligation; (iv) is independently developed by a Party without use of the other Party's know-how; (v) the disclosing Party is compelled by law to disclose.
- 14.4. The Seller shall not release any information relative to the existence or nature of the Works for publication, advertising or other commercial purposes without the prior consent of Purchaser. However, the Seller has the right to disclose, without the prior consent of the Purchaser, the following information regarding the Works in the Seller's sales and marketing material: (i) the Purchaser; (ii) the type of facility; (iii) Delivery time; (iv) photos of the Building.
- 14.5. The provisions contained in this Article 14 shall survive expiration or termination of this Contract.

15. Liability and Indemnities

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- 15.1. The remedies of the Parties set out in this Contract shall be to the exclusion of any other remedy of the respective Party with respect to breach of obligations hereunder by the other Party.
- 15.2. The following shall apply with regard to Seller's liability:
- 15.2.1. the Seller's total liability under this Contract in aggregate (including additional costs incurred by the Purchaser, damages and losses caused by breach of contract, tort or statutory duty and indemnifications) shall not exceed 15 % (fifteen per cent) of the Contract Price, except the liability of the Seller (i) under clause 16.5.1 hereof; (ii) for damage made by wilful misconduct or gross negligence; (iii) for bodily injury or death of a natural person, which in the above cases (i) – (iii) shall be unlimited;
- 15.2.2. the Seller's total liability for liquidated damages under this Contract in aggregate (including liquidated damages payable under clauses 3.9, 6.4 and 10.5 hereof) shall not exceed 7.5 % (seven point five percent) of the Contract Price. The delay liquidated damages and the termination of the Contract according to clauses 6.5 or 10.6 shall be the Purchaser sole and exclusive remedies for delays.
- 15.2.3. the Seller shall not be liable for loss of revenue, loss of profit, loss of contracts, loss of use, loss of production, costs of capital or costs connected with interruption of operation or for any indirect or consequential losses or damages whatsoever.
- 15.3. The Purchaser's total liability for damages in aggregate (including additional costs incurred by the Seller, damages and losses caused by breach of contract, tort or statutory duty and indemnifications) shall not exceed 15 % (fifteen per cent) of the Contract Price, except the liability of the Purchaser (i) for damage made by wilful misconduct or gross negligence; (ii) for bodily injury or death of a natural person, which in the above cases (i) – (ii) shall be unlimited. For avoidance of doubts, this limitation of liability is not applicable with regard to the Purchaser's obligation to pay to the Seller the Contract Price (or any part thereof) under the terms and conditions of this Contract. The Purchaser shall not be liable for loss of revenue, loss of profit, loss of contracts, loss of use, loss of production, costs of capital or costs connected with interruption of operation or for any indirect or consequential losses or damages whatsoever.
- 15.4. Each Party (the "**Indemnifying Party**") shall indemnify, defend and save the other Party (the "**Indemnified Party**") harmless against any and all third party claims due to infringement or alleged infringement of patents, registered designs, copyrights, trade secrets or other protected intellectual property rights caused by the Indemnified Party's use of any design, specification, product or software provided by the Indemnifying Party, provided, however, that (i) the Indemnifying Party shall be promptly notified of the claim and be entitled to conduct and take over all negotiations and litigation regarding such claim, (ii) the Indemnified Party shall not be entitled to make any prejudicial admissions regarding the claim. The Seller shall, however, have no indemnification obligations hereunder, and no other liability, with respect to claims of infringement that are caused by (i) the use of the Works in conjunction or combination with any design, materials or equipment not provided by the Seller, (ii) the use of the Works for purposes other than the purposes for which the Works were designed, or (iii) amendments of the Works which the Seller has not approved.
- 15.5. In the event of any claim for infringement, the Indemnifying Party shall promptly (i) secure for the Indemnified Party at the Indemnifying Party's expense the right to continue to use the Works, or (ii) replace or modify the infringing part of the Works at the Indemnifying Party's expense so that the Works become non-infringing.

16. Termination

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- 16.1. The Purchaser shall at all times, without stating any reasons therefore, by written notice be entitled to terminate the Contract or any parts thereof for its convenience. In case of such termination for convenience, the Seller shall cease the performance of the Works and be entitled to payment for:
- 16.1.1. Plant and other parts of the Works already delivered to the Site and for Plant and other parts of the Works not yet delivered but manufactured or performed for the purpose of this Contract (to the extent not already paid for by the Purchaser), provided the such Works are specifically designed for the Purchaser and cannot be used by the Seller in works, other than Works;
 - 16.1.2. the actual cost of any materials, parts or equipment (including the Seller-procured Equipment) to the Plant which have been delivered to the Seller or which the Seller is legally liable to accept delivery of and the actual cost of cancelling engaged consultants or other sub-contractors;
 - 16.1.3. the actual cost of any other expenditure reasonably incurred by the Seller in its expectation to perform and complete the Works, to the extent that such expenditure has not been covered by the above-mentioned, and
 - 16.1.4. an amount corresponding to 5 % (five-percent) of the Contract Price.
- 16.2. If circumstances of Force Majeure have occurred (and have been notified as set out herein) and continues for a period of more than one hundred and eighty (180) calendar days, then either Party shall be entitled to terminate this Contract upon fifteen (15) Business Days Written Notice to the other Party. If at the expiration of such period the Force Majeure no longer exist, then this Contract shall not terminate and the notice of termination shall be null and void. In case of termination due to Force Majeure, the Seller shall be entitled to payments as set out in clauses 16.1.1-16.1.3.
- 16.3. In the event that a Party commits a material breach of contract, the other Party shall be entitled to terminate this Contract by written notice to the other Party. However, no breach of Contract shall be regarded as material unless the Party in default has received fair warning by written notice and then failed within 30 Business Days to remedy the breach.
- 16.4. In case a Party adjudges into bankruptcy or if there otherwise are reasonable grounds to assume that a Party is insolvent, the other Party shall be entitled to terminate this Contract by written notice.
- 16.5. In case of a rightful termination for cause under clauses 16.3-16.4, the following shall apply:
- 16.5.1. if the Contract is terminated by the Purchaser, the Purchaser shall pay to the Seller the amounts indicated in clauses 16.1.1-16.1.3, and the Seller shall pay to the Purchaser all the costs of completion of the Works by third person (chosen at the discretion of the Purchaser) and other damages incurred by the Purchaser with regard to such termination and completion of the Works by third person less the costs that would have been incurred anyway under this Contract, without applying any limitations of liability of the Seller (such payments or parts thereof being subject to set-off between the Parties);
 - 16.5.2. if the Contract is terminated by the Seller, the Purchaser shall (i) be liable to compensate the Seller for loss suffered, and (ii) be obliged to make payments to the Seller in accordance with clause 16.1.1-16.1.4.

17. Force Majeure

Neither Party shall be liable for a failure or delay in performing any of its obligations under this Contract if, but only to the extent that, such failure or delay is due to unforeseen causes beyond the reasonable control of the affected Party, including as applicable, but not limited to, fire, explosion, or unusually severe weather; war, invasion, riot, acts of terrorism, other civil unrest, governmental laws, orders, restrictions, actions, embargoes, labour disputes, strikes or blockages; and national or

regional emergency (“**Force Majeure**”); provided that the Party affected without delay must notify the other of the Force Majeure condition.

18. Miscellaneous

- 18.1. Neither Party shall be entitled to assign or transfer this Contract, as a whole or in part, to any third party without the prior written consent of the other Party.
- 18.2. This Contract may only be amended by an agreement of the Parties executed in writing to that effect signed by duly authorized representatives of the Purchaser and the Seller. The material conditions of the Contract (such as specification of the goods purchased hereunder, Contract Price, etc.) cannot be amended without the prior written approval of Viešoji Įstaiga Lietuvos verslo Plėtros Agentūra if:
 - 18.2.1. the Contract is amended by introducing the new conditions, which, if foreseen in the Tender documentation, would have enabled the other suppliers (i.e. other than those who have actually participated in the Tender) to participate in the Tender;
 - 18.2.2. the Contract is amended by introducing the new conditions, which, if foreseen in the Tender documentation, would have resulted in recognition the other supplier’s bid (i.e. other than the Seller’s bid) as the winner of the Tender;
 - 18.2.3. the subject matter of the Contract is amended so that the new (additional) goods, services or works are included into the scope of the Contract;
 - 18.2.4. the economic balance in the Contract is amended in favour of the Seller in such a way, which has not been foreseen in the Tender documentation.
- 18.3. For avoidance of doubts, the Parties clearly agree that additional works, not falling within the scope of Works hereunder, can be purchased by the Purchaser from the Seller based on other separate contracts and agreements concluded between the Parties.
- 18.4. The Seller shall in no event be obliged to start with the performance of any additional works, not falling within the scope of Works hereunder before the Parties have concluded a separate agreement.
- 18.5. The headings assigned to the Articles of this Contract are for convenience of the reader only and shall not limit or amend the scope and applicability of the Contract.
- 18.6. Any failure by a Party at any time, or from time to time, to enforce or require the strict keeping and performance of a term or condition of this Contract shall not affect or impair the right of that Party to exercise such term or condition for any subsequent similar breach.
- 18.7. If any provision of this Contract is declared invalid or unenforceable by a court or arbitral tribunal, the Parties shall negotiate in good faith such amendment of this Contract as reflects the intent of the invalid or unenforceable provision and implements the purpose of such provision.
- 18.8. This Contract sets forth the final agreement of the Parties and supersedes all and any written or oral agreements of the Parties regarding the subject matter hereof.
- 18.9. This Contract, and its Annexes are executed in English. All reports, documents (including design documents and other technical documents), communications and notices hereunder shall be written in the English language.
- 18.10. All notices and communications under this Contract shall be in writing in the English language and be sent by and to the Project Managers of the Parties appointed in accordance herewith. It shall be deemed to have been duly served when it reaches the other Party’s Project Manager by courier service, mail or by e-mail at the addresses notified in accordance with clause 1.5 hereof.

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- 18.11. This Contract shall be governed by the substantive laws of the Republic of Lithuania, without regard to its conflict of law provisions.
- 18.12. **Any dispute, arising out of or relating to this Contract, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce** by three arbitrators. The place of arbitration shall be Vilnius. The language of arbitration shall be English. The law of Republic of Lithuania shall be applicable to the dispute.
- 18.13. This Contract shall come into force and be effective when: (i) it has been duly signed by both Parties; (ii) the Seller has issued the Advanced Payment Guarantee provided for in clause 13.6.1; (iii) the Seller has received the down payment provided for in clause 13.2.1.
- 18.14. In case the terms in the Time Schedule according to Annex 3 have been given as calendar dates (i.e. not as weeks from the date the Contract became effective), all such calendar dates in the Time Schedule shall be deemed automatically extended with a period corresponding to the number of days between the Contract Date and the date this Contract became effective as aforesaid.
- 18.15. If all the conditions set forth in clause 18.13 have not been fulfilled sixty (60) business days after the Contract Date, any of the Parties shall be entitled to terminate this Contract by written notice and bank guarantees and other securities provided by the Seller, if any, shall then be immediately released by the Purchaser. If the Seller at the time of such termination has received the down payment set out in clause 13.2.1, such down payment shall then be re-paid by the Seller to the Purchaser without any deductions whatsoever. Neither of the Parties will be entitled to any compensation as a consequence of such termination.
- 18.16. This Contract has been executed in two originals having the same legal power; one to each of the Parties.

Signatures of the Parties

For and on behalf of the Purchaser:

For and on behalf of the Seller:

By: _____

By: _____

Title: _____

Title: _____