**Annex 7**

**SPECIAL CONDITIONS OF THE PUBLIC PROCUREMENT CONTRACT FOR SERVICES**

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| Date\* |  |
| Contract No |  |
| This public procurement contract for services (the ‘Contract’) is concluded on the basis of decision of the Public Procurement Commission formed by CPO LT VšĮ, a public institution, legal entity ID 302913276, registered office address Ukmergės g. 219-1, 07152 Vilnius, taken at a meeting held on [*date of the meeting of the Public Procurement Commission*], minutes of the meeting No [*number of the minutes of the meeting of the Public Procurement Commission*], whereby a tender submitted by the Supplier (the ‘**Tender**’) for the international open tendering for the provision of the ‘**International Accelerator Implementation Services**’, procurement No 652103 (the ‘**Procurement**’) was recognised as the winning tender: | |

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| --- | --- |
| **CUSTOMER** | |
| Name |  |
| Address |  |
| Legal entity ID |  |
| VAT ID No |  |
| Current account No |  |
| Bank and bank code |  |
| Telephone |  |
| Email |  |
| Representative |  |
| Basis of representation |  |
| **SUPPLIER** | |
| Name |  |
| Address |  |
| Legal entity ID |  |
| VAT ID No |  |
| Current account No |  |
| Bank and bank code |  |
| Telephone |  |
| Fax |  |
| Email |  |
| Representative |  |
| Basis of representation |  |

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| **Reference to Section/Clause of the Special Conditions of Contract** | **Clause of the Special Conditions of Contract** | | **Reference to Section/Clause of the General Conditions of Contract** |
| 1. **SUBJECT OF THE CONTRACT** | | | |
| * 1. **Description of the Services** | Services being procured: Services of implementation of an international accelerator  A detailed description of the Services and requirements for the Services are provided in Addendum 1 to the Special Conditions ‘Technical Specifications‘ (the ‘Technical Specifications‘) and Addendum 2 ‘Tender Form‘). | | 4.2., 4.3. |
| * 1. **Information on EU-funded project** | Project co-funded by the EU ‘Creating a coherent innovation promotion system‘, project No 05-001-01-05-07 | |  |
| * 1. **Additional services** | N/A | | 4.5., 6.13. |
| **2. TIME LIMIT FOR THE PROVISION OF SERVICES** | | | |
| **2.1. Time limit for the provision of the Services** | Provision of the Services under the Contract shall be commenced from the effective date of the Contract and shall be completed **no later than by 31 March 2026** according to the deadlines set in the *Technical Specifications.* | | 4.4. |
| **2.2. Time limit for the provision of the Services in the case of phased provision of the Services** | *The Services shall be provided in phases indicated in p. I of the Technical Specifications.* | | 8.9. |
| **3. CONTRACT PRICE AND TERMS OF PAYMENT** | | | |
| **3.1. Pricing applied to the Contract** | *Fixed prices* | | 6.1. |
| **3.2. Initial value of the Contract** | The initial value of the Contract is EUR [*amount in figures*] ([*amount in words*]) **exclusive of value added tax** (**VAT**).  For the purposes of this Contract, the initial value of the Contract is equal to the tender price (excl. of VAT) offered by the winning tender for the entire quantity and/or scope of the Services specified in the Contract. | | 6.1, 6.2. |
| **3.3. Price of the Contract** | The price of the Contract is EUR [*amount in figures*] ([*amount in words*]) inclusive of VAT. VAT amounts to EUR [*amount in figures*] ([*amount in words*]). | | 6.1., 6.14.-6.16. |
| **3.4. Recalculation of the prices/rates of the Contract** | *Prices/rates of the Contract shall be subject to recalculation:*  *- according to the general changes in price levels; and;*  *- due to a change in the VAT rate.*  3.4.1. The Party to the Contract shall have the right, during the term of validity thereof, to initiate a recalculation/change of the prices stipulated in the Contract no earlier than on expiry of 6 (six) months after the date of conclusion thereof (*where a recalculation has already been made – after the last recalculation under* *this Clause*) if a change in the consumer goods and service price index (k) calculated according to Clause 3.4.3 exceeds 5%.  3.4.2. The Parties shall specify, in their Agreement, the index value at the beginning of the period and the index setting date, the index value at the end of the period and the index setting date, the price change (k), the recalculated price, and the recalculated initial value of the Contract.  3.4.3. The new price shall be calculated from the formula:  *, where*  a is the price (EUR excl. of VAT) (where a recalculation has already been made – after the last recalculation);  a1 is the recalculated/changed price (EUR excl. of VAT);  k is the change in the price of consumer goods and services (increase/decrease) calculated on the basis of the price index ‘Consumer goods and services‘, %. The *k* value is calculated from the formula:  , (%), where  Indlatests is the latest published price index ‘Consumer goods and services‘ as of the date of sending of a notice of price recalculation to the other Party;  Indinitial is the price index ‘Consumer goods and services‘ for the start of the period (month).  In the case of first recalculation, the start of the period (month) is the month in which the Contract was concluded. In the case of second and subsequent recalculations, the start of the period (month) is the month in which the index value used for the last recalculation was published.  3.4.4. The index values adopted in the calculations are values determined with the accuracy of **four decimal places**. In further calculations, the calculated change value (*k*) shall be used on rounding off to **one decimal place**, and the calculated rate (*a*) shall be rounded off to **two decimal places.** | | 6.3., 6.4. |
| **3.5. Terms of payment to the Supplier** | 30 (thirty) calendar days | | 6.6. |
| **3.6. Terms of payment to the Supplier (in phases/on a periodic basis)** | 30 (thirty) calendar days after the date of receipt of an invoice to be issued by the Supplier to the Customer no later than within 5 (five) business days after signature of relevant Services transfer-acceptance statement, in phases indicated in p. 1 of the *Technical Specifications*:   1. On completion of p. 1.1; 2. Each time on completion of the Programme‘s international publicity campaign phase under p. 1.2 (total: 5 phases and 5 payments); 3. Each time on completion of the Programme‘s cycle under p. 1.3 (total: 5 cycles and 5 payments); 4. Each time on completion of the Programme cycle‘s final event (demo-day) under p. 1.4. (total: 5 events and 5 payments).   Each payment shall be set off against the advance payment amount paid to the Supplier. | | 6.7. |
| **3.7. Advance payment** | The advance payment shall amount to 30% of the initial value of Contract. The advance payment shall be made to the Supplier within *30 days*  after receipt of an invoice for advance payment together with the Advance Payment Repayment Security (as stated in Clause 6.12 of the General Conditions of Contract). | | 6.10.-6.12. |
| **4. ADDITIONAL PERFORMANCE SECURITY** | | | |
| 4.1. No additional security of performance of the Contract shall be required. | | | |
| **5. RIGHTS AND OBLIGATIONS OF THE PARTIES** | | | |
| **5.1. Additional rights and obligations of the Customer and the Supplier** | No additional rights and obligations of the Customer and the Supplier. | | Section 5 |
| **6. INTELLECTUAL PROPERTY RIGHTS** | | | |
| **6.1. Passing of copyright to the Customer** | N/A | | Section 9 |
| **7. LIABILITY OF THE PARTIES** | | | |
| **7.1. Penalty payable by the Customer for delay in payment** | The penalty rate stipulated in the General Conditions of Contract shall apply. | | 10.2. |
| **7.2. Penalty payable by the Supplier** | The Programme shall be prepared and agreement of the Customer shall be obtained within 5 months after the effective date of the Contract. The Supplier shall pay penalty at the rate of 0.02% of the price of preparation of the Programme quoted in the Supplier‘s tender for each delayed day.  The first cycle of the Programme shall start no later than within 10 months after the effective date of the Contract, after obtaining the Customer‘s agreement on the Programme. The Supplier shall pay penalty at the rate of 0.02% of the price for a cycle quoted in the Supplier‘s tender for each delayed day.  Should the Supplier delay in implementing the cycle‘s final event (the ‘Event’) within the time limit stated in the Technical Specifications, the Supplier shall pay penalty at the rate of 0.02% of the price of the Event quoted in the Supplier‘s tender for each delayed day. If the Supplier delays in implementing the Event by more than 30 days, the Supplier shall pay a fine accounting for 30% of the price of the Event quoted in the Supplier‘s tender.  At least 45 participants in the Programme must attract, by 31 March 2026, an investment of at least EUR 30,000 (thirty thousand euros) each. The Supplier shall pay a fine accounting for 1% of the price of the Contract for each start-up that fails to attract investments.  If the Services are provided by persons other than those specified in the tender without obtaining the Customer‘s prior consent, the Supplier shall pay a fine of EUR 10,000 (ten thousand euros) for each such person. | | 10.3. |
| **7.3. Fine payable by the Supplier in the event of termination of the Contract due to material breach** | Should the Supplier fail to implement, throughout the term of the Contract, 5 cycles of the Programme, with at least 10 start-ups in each cycle, the Supplier shall pay a fine accounting for 5% of the price of the Contract.  If fewer than 60 start-ups take part in the Supplier’s acceleration programmes during the term of the Contract, the Supplier shall pay a fine accounting for 1% of the price of the Contract for each missing start-up.  If the Supplier invests, during the term of the Contract less than the amount committed by the Supplier as stated in his tender, the Supplier shall pay a fine accounting for 15% of the price of the Contract.  If the Supplier invests, during the term of the Contract, in fewer start-ups than committed by the Supplier as stated in his tender, the Supplier shall pay a fine accounting for 1% of the price of the Contract for each missing start-up. | | 10.5. |
| **7.4. Fine payable by the Supplier for replacement of a Subsupplier without the Customer‘s written consent** | EUR 10,000 (ten thousand euros) | | 14.4. |
| **7.5. Additional fines** | N/A | |  |
| **8. VALIDITY, SUSPENSION AND RENEWAL OF THE CONTRACT** | | | |
| **8.1. Renewal of the Contract** | The Contract may be renewed on the grounds specified in the General Conditions of Contract. | | 12.10. or 12.11 |
| **8.2. Pricing applied to renewed Contract** | The Services shall be paid for at the price specified in the tender. | | Section 12 |
| **9. TERMINATION AND AMENDMENTS** | | | |
| **9.1.**  **Material breach of the Contract** | Material breaches of the Contract shall be the breaches specified in the General Conditions of Contract and the Civil Code of the Republic of Lithuania as well the following cases:   * the Supplier invests, during the term of the Contract, less than the amount committed by the Supplier as stated in his tender; * the Supplier invests, during the term of the Contract, in fewer additional start-ups than stated in his tender; * fewer than 60 start-ups take part in the Supplier‘s acceleration programmes during the term of the Contract; * the Supplier has failed to implement, throughout the term of the Contract, 5 cycles of the Programme, with at least 10 start-ups in each cycle; | | 13.2.2. |
| **9.2. Reserved right of the Customer** | N/A | | 13.2.6. |
| **9.3. National security provisions** | N/A | |  |
| **10. HIRING AND REPLACEMENT OF SUBCONTRACTORS** | | | |
| **10.1. Economic operators hired for the Contract** | Not hired  *or*  *The subcontractors that are hired for the performance of the Contract and whose qualifications the Supplier is relying on, and other subcontractors and economic operator whose capacities the Supplier is relying on, known at the time of conclusion of the Contract, are specified in Addendum 4 to the Special Conditions of Contract.* | | Section 14 |
| **11. ENVIRONMENTAL REQUIREMENTS** | | | |
| **11.1. Environmental requirements for the Services and/or provision thereof** | During the events, waste shall be sorted at source and reusable cups etc. shall be used. In order to reduce the use of natural resources, all documents related to the Contract (invoices, statements, reports, agreements on texts) shall be sent in electronic format by electronic means (no printing of documents). | |  |
| **12. ADDENDA TO THE SPECIAL CONDITIONS OF CONTRACT** | | | |
| 12.1. Addendum 1 – Technical Specifications  12.2. Addendum 2 – Tender  12.3. Addendum 3 – Responsible Persons  12.4. Addendum 4 – Entities Hired for the Performance of the Contract  */Other addenda /* | | | |
| **13. SIGNATURES OF THE PARTIES** | | | |
| Representative of the Customer  \_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Signature)  Name and job title | | Representative of the Supplier  \_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Signature)  Name and job title | |

\* If the document is signed electronically, the date of signature and registration are recorded in the document‘s metadata.