

**PROCUREMENT-SALES CONTRACT FOR HELICOPTERS EC 135 T2 +
PART-21 AND PART-145 ORGANIZATION SERVICES**

19 January 2022
Vilnius

No (21)-16-30

Buyer – the State Border Guard Service under the Ministry of the Interior of the Republic of Lithuania (hereinafter – the Service, Purchaser) represented by Antanas Montvydas, Deputy Commander of the Service, acting in accordance with Regulation of the State Border Guard Service under the Ministry of the Interior of the Republic of Lithuania approved by Resolution No 194 of 22 February 2001 of the Government of the Republic of Lithuania “On the approval of the Regulation of the State Border Guard Service under the Ministry of the Interior of the Republic of Lithuania” and Sub-Item 3.1.4. of Order No 4-90 of 24 February 2020 “On the organisation of the activities of the structural divisions of the State Border Guard Service under the Ministry of the Interior of the Republic of Lithuania” of the Commander of the Service and Order No A – 7 of 5 January 2022 “On the granting of annual leave” of the Commander of the Service and

Service Provider – Helicopters Italia S.r.l. (hereinafter – the Service Provider), represented by Mr. Alexandre Ceccacci, Managing Director, acting in accordance with the powers given by the Board of Directors, as registered at the Italian Chamber of Commerce, jointly referred to as the Parties and individually as a Party in this service public procurement-sales contract, have entered into this Contract on public procurement of services, hereinafter referred to as the Contract, and have agreed on the following terms and conditions:

**CHAPTER I
SUBJECT OF CONTRACT**

1.1. The subject of the Contract shall be the services of PART-21 ir PART-145 organization for helicopters EC135 T2+ (the Services).

1.2. The scope, quality of the Services and other requirements for the Services are defined in the technical specification (Annex 1 to the Contract).

1.3. The Common Procurement Vocabulary (CPV) codes – 50211300-0 (Aircraft renewal services), 50211000-7 (Aircraft repair and maintenance services).

**CHAPTER II
CONTRACTUAL PRICE AND PAYMENT PROCEDURE**

2.1. The Service price shall consist of:

2.1.1. fixed Specialist one hour prices presented in the Service Provider’s tender (Annex 2 to the Contract);

2.1.2. The costs actually incurred by the Service Provider, where they are directly related to the performance of the Contract, which are incurred by the Service Provider (components, new equipment, parts, materials, tools and other tools that are not included in the financial proposal but are required for the provision of the Services). The costs attributed to the costs actually incurred by the Service Provider shall relate to the performance of the Contract. All actual costs to be incurred in connection with the performance of the Contract shall be aligned between the Service Provider and the Purchaser. The Purchaser shall undertake to compensate only the costs which are undoubtedly incurred when performing the Contract. The costs actually incurred by the Service Provider may not include the Service Provider’s profits.

2.2. The Service Provider shall be paid for the services provided in a timely and quality manner within 30 (thirty) calendar days from the date of signing the Service Transfer-Acceptance Statement and submission of the invoice.

2.3. The maximum contractual price, including VAT – 1 815 000,00.

2.4. Where the value added tax (VAT) rate changes, the Service price shall be recalculated based on the following formula:

$$S_N = A + \frac{(S_S - A)}{\left(1 + \frac{T_S}{100}\right)} \times \left(1 + \frac{T_N}{100}\right)$$

S_N - recalculated total contract price (incl. VAT)

S_S - total contract price (incl. VAT) before recalculation

A – the price of fulfilled contractual obligations (provided Services) (incl. VAT) before recalculation

T_S - old VAT tariff (%)

T_N - new VAT tariff (%)

The intended recalculation of the price shall be finalised by a written agreement between the Parties which shall become an integral part of the Contract.

2.5. In the event where the Purchaser must pay the value added tax for the provided services (acquired subject of the contract) to the state budget under the procedure laid down in tax legislation and its secondary legislation, that VAT included in the tender price shall be deducted when concluding the Contract.

2.6. Fixed rates referred to in Annex 2 to the Contract shall not be amended throughout the entire period of the Contract.

2.7. Due to the circumstances which could not have been foreseen, where it is discovered that the services, which are not included in the Contract, but which are essential for the proper performance of the Contract, are necessary, the ancillary services and estimate thereof shall be agreed upon between the Service Provider and the Purchaser. The Service Provider's actual costs for provided ancillary services, used parts and materials shall be paid by the Purchaser under the invoices submitted by the Service Provider justifying the costs incurred.

2.8. When performing the Contract, the VAT invoices, invoices, credit and debit documents and pro forma invoices shall be submitted by means of the information system "E-invoice". Where the functional capabilities of the information system "E-invoice" are insufficient or temporarily insecure, the Service Provider may submit the necessary information in writing.

CHAPTER III SERVICE TRANSFER-ACCEPTANCE

3.1. The quality of the Services provided shall be verified during the transfer-acceptance where the Parties sign the Service Transfer-Acceptance Statement drafted by the Service Provider under Annex 3 to the Contract. The Transfer-Acceptance Statement shall contain an option of inserting the Service deficiencies or other comments related to the provided services.

3.2. The Purchaser shall, having checked and made sure that the Services meet the requirements established in the Contract and annexes thereto and that other contractual obligations of the Service Provider have been fulfilled, no later than within 5 working days from the date of receipt of the Service Transfer-Acceptance Statement accept the provided Services and sign the Service Transfer-Acceptance Statement.

3.3. Where the Purchaser, during the transfer-acceptance, has any comments regarding the volume and/or quality of the provided Services and/or the Service quality deficiencies and/or inconsistencies with the requirements of the technical specification (Annex 1 to the Contract) have been identified, all deficiencies/ inconsistencies shall be specified, in writing, in the Service Transfer-Acceptance Statement and the Transfer-Acceptance Statement shall be signed.

3.4. The Purchaser shall, having taken into account the nature, scope and complexity of deficiencies, shall indicate to the Service Provider a reasonable time limit for eliminating the flaws of the Services from the date of receipt of the written comments in the Transfer-Acceptance Statement. After the Service Provider has eliminated the service deficiencies/inconsistencies provided for in the transfer-acceptance

statement within a reasonable time limit set by the Purchaser, the Parties shall sign a new transfer-acceptance statement.

3.5. The Service Transfer-Acceptance Statement shall be made in 2 (two) copies having equal legal power.

CHAPTER IV RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Service Provider undertakes to:

- 4.1.1. implement the Contract properly and in good faith;
- 4.1.2. provide the Services compliant with the requirements set forth in Annex 1 of the Contract;
- 4.1.3. at all times during the provide of the Services, enable the Purchaser 's representative to inspect the aircraft, the work tasks, the files of the maintenance personnel and the qualifications, working conditions and other circumstances affecting the maintenance of the aircraft (s) (services);
- 4.1.4. cooperate with the Purchaser during the entire performance of the Contract and immediately notify the Purchaser in writing of any circumstances which prevent or might prevent the Service Provider from completing the provision of the Services within the set deadlines or which may affect the scope and/or quality of the Services provided;
- 4.1.5. ensure the confidentiality and protection of information related to the performance of the Contract received from the Purchaser during the performance of the Contract;
- 4.1.6. refrain from using the logos or name of the Services of the Purchaser in advertising, publications, etc. without a written consent of the Purchaser;
- 4.1.7. ensure that at the moment of concluding the Contract and throughout its entire period the Services are provided by a required and optimal number of specialists and the Service Provider's specialists have the required qualification and experience, irrespective of whether the qualification requirements were set in the procurement documents in order to provide the Services in a quality and timely manner;
- 4.1.8. at the written request of the Purchaser, return all documents necessary to perform the Contract that were received from the Purchaser;
- 4.1.9. rely on subcontractors indicated in the Tender if they were engaged during the performance of the Contract: */please specify/*; including subcontractors that were replaced or newly engaged during the performance of the Contract in accordance with the requirements of the Contract;
- 4.1.10. Having concluded the Contract, but no later than at the start of performing the Contract, the Service Provider shall be obliged to inform the Purchaser of the currently known names, contact details and representatives of subcontractors. The Purchaser also requests the Service Provider to notify of the changes in said information throughout the entire period of the Contract performance as well as of new subcontractors which are intended to be engaged later; information on new subcontractors shall be submitted with the documents certifying the absence of the grounds for exclusion of a subcontractor and qualification. New subcontractors shall be engaged, or the existing subcontractors shall be replaced following the procedure established in Chapter VI of the Contract;
- 4.1.11. after the provide of the Services, the Service Provider must return the unusable components to the Purchaser upon the Purchaser 's request;
- 4.1.12. where the Purchaser indicates the service inadequacies/inconsistencies/comments in the transfer-acceptance statement, remedy them at own cost within a reasonable time limit set by the Purchaser;
- 4.1.13. during the provide of the Services, if a component failure is identified, the Service Provider must, in coordination with the Purchaser, order a standard component replacement, repair or overhaul service from suppliers entitled to perform such service (s);
- 4.1.14. prior to the provide of any Services, the Service Provider must agree with the Purchaser an estimate of the planned works and the purchase of new equipment;
- 4.1.15. during the provide of the Services, if it is determined that the aircraft parts need to be replaced, the Service Provider must, in agreement with the Purchaser (when the value of the part exceeds EUR 1,000), order spare parts from the manufacturer (s) and for the purpose of installing spare parts on aircraft during technical assistance;

4.1.16. after the provision of PART-21 organization services, full documentation of the work performed (instructions, diagrams, etc.) must be issued;

4.1.17. a certificate of release to service (CRS) must be issued after the completion of the work of the PART-145 organization;

4.1.18. at the request of the Purchaser, be able to perform at least 90% of the requested Services without sub-suppliers' assistance;

4.1.19. properly fulfil other obligations provided for in the Contract and effective legal acts of the Republic of Lithuania.

4.2. The Purchaser commits to:

4.2.1. timely accept the services provided in a proper and quality manner from the Service Provider and make a timely payment following the procedure established in the Contract;

4.2.2. immediately notify the Service Provider of the breach of the terms of the Contract once the breach has been identified;

4.2.3. provide the Service Provider with all conditions, information or documents required for the provision of the Services;

4.2.4. perform flights required for the provide of the Services;

4.2.5. properly fulfil other obligations provided for in the Contract and effective legal acts of the Republic of Lithuania.

CHAPTER V CONTRACT SECURITY

5.1. The performance of the Contract shall be secured by penalties:

5.1.1. where the Service Provider through its own fault delays to perform its contractual obligations within the time limit set in the Contract, the Purchaser shall have the right without an official notice and without losing its rights to other remedies under the Contract to start calculating default interest amounting to 0.03% of the price of the delayed Service;

5.1.2. where through no fault of the Service Provider the Purchaser delays to pay the Service Provider, the Service Provider shall have the right without an official notice and without losing its rights to other remedies under the Contract to start calculating default interest amounting to 0.03% of the delayed Service price.

CHAPTER VI SUPPLIER'S RIGHT TO ENGAGE THIRD PARTIES (SUBCONTRACTING)

6.1. The agreement under which the Service Provider engages the third parties to perform part of the obligations provided for in this Contract shall be considered the subcontracting agreement. Such agreement shall be concluded in writing. To perform the Contract the Service Provider shall engage only such subcontractors which are indicated in the Service Provider's tender. Other subcontractors may be engaged during the performance of the Contract, where they meet the qualification requirements (if such were laid down in the procurement documents and where the Service Provider relied on capacities of a specific subcontractor to meet the requirements laid down in the procurement documents, and a new subcontractor is engaged instead of the one indicated in the tender) and there are no grounds for exclusion.

6.2. Where in the course of the execution of the contract the subcontractors fail to properly discharge their obligations to the Service Provider, also in the cases where the subcontractors are not able to discharge their obligations to the Service Provider in view of the restructuring, bankruptcy, extra-judicial bankruptcy proceedings, forced liquidation proceedings initiated in their respect or an arrangement with its creditors, or any similar procedures and/or where the need to engage new subcontractors occurs, the Service Provider may replace the subcontractors or engage new ones. The Service Provider shall notify the Purchaser in writing thereof by indicating the reasons for replacing the subcontractors or for engaging new subcontractors and indicating prospective subcontractors. In the case where the Service Provider wants to engage a new subcontractor and there was a qualification requirement for the subcontractors set forth in the procurement documents, or where the Service Provider relied on capacities of a specific subcontractor to meet the requirements laid down in the procurement documents and a new subcontractor was engaged

instead of the subcontractor indicated in the tender, the Service Provider, by notifying of the engagement of a new subcontractor in advance, shall also submit the documents certifying the absence of the grounds for exclusion and documents certifying the compliance with the qualification requirements. The subcontractor shall not be subject to the grounds for exclusion and shall meet the qualification requirements laid down in the procurement documents on the date of their engagement. In this case, the Purchaser shall evaluate the compliance of the replaced and/or newly engaged subcontractors with the qualification requirements and shall verify for the grounds for exclusion of subcontractors, and agree on the replacement of subcontractors and engagement of new subcontractors only in the case where the subcontractors meet the qualification requirements and there are no grounds for exclusion of subcontractors. Where the subcontractor, whose capacities are relied on, does not meet the qualification requirements or its status meets at least one ground for exclusion, the Purchaser shall require the replacement with the one meeting the requirements within a reasonable time limit set by the Purchaser. Substitution of subcontractors shall be finalized by the agreement signed by both Contracting Parties. This agreement becomes an integral part of the Contract.

CHAPTER VII AMENDMENT OF THE TERMS OF THE CONTRACT

7.1. The Contract may be amended under the provisions of Article 89 of the Law on Public Procurement of the Republic of Lithuania (hereinafter – Law on Public Procurement).

7.2. The amendment of the terms and conditions of the Contract may be initiated by each Party by providing the other Party with a respective request and substantiating documents. The Party, having received such a request, shall examine it within 10 calendar days and provide the other Party with a reasonable written response. In case the Parties disagree, the decision remains with the Purchaser. The amendment of the terms and conditions of the Contract shall be finalised by the agreement between the Parties which shall become an integral part of the Contract.

CHAPTER VIII SUSPENSION OF PERFORMANCE

8.1. Where, during the period of the Contract, the Service Provider fails to perform or improperly performs the Contract or in the event of unforeseeable events, the Purchaser may suspend the fulfilment of all or part of its contractual obligations until the Service Provider eliminates all deficiencies in the Contract performance or until significant reasons referred to herein disappear within the time limit set by the Purchaser. Where the Service Provider fails to eliminate the deficiencies within the period set by the Purchaser, the Purchaser shall have the right to terminate the Contract.

8.2. Where the performance of the Contract is suspended for more than 90 (ninety) days and the suspension is caused through no fault of the Service Provider, the Service Provider may, by a written notice, require the Purchaser to resume the performance of the Contract within 30 (thirty) days from the date of receipt of the Supplier's notice. Where the Purchaser fails to resume the performance of the Contract within the specified period, the Service Provider shall have the right to terminate the Contract following the procedure laid down in Chapter XII of the Contract.

CHAPTER IX FORCE MAJEURE CLAUSES

9.1. The Party shall not be held responsible for failure to fulfil any contractual obligations or partial failure, where the Party proves that this was the result of the circumstances that were beyond control of the Party and that could not have been reasonably foreseen during the Contract conclusion, and that the Party could not have prevented such circumstances or consequences thereof.

9.2. The force majeure circumstances shall be understood as indicated in Article 6.212 of the Civil Code of the Republic of Lithuania and other legal acts. In the event of *force majeure*, the Parties shall be released from the liability for failure to fulfil the contractual obligations, partial failure or improper

fulfilment of obligations under the procedure laid down in legal acts of the Republic of Lithuania, and the term of fulfilment of obligations shall be extended.

9.3. The Party, which is asking to exempt it from the liability, shall, immediately but no later than within 3 (three) working days from the moment of emergence or occurrence of such circumstances, notify the other Party in writing of *force majeure* by providing the documents certifying the presence of such circumstances and evidence that it took all reasonable precautionary measures and put in all efforts in order to reduce the expenses or negative consequences, it shall also notify the other Party of the possible term for the performance of the obligations. The notification is also required when the basis for non-fulfilment of the obligations disappears.

9.4. The basis to exempt the Party from liability arises from the moment of the emergence of *force majeure* or, if a notice was not submitted in a timely manner, from the moment of the submission of a notice. If the Party fails to send a notice in a timely manner or fails to submit the documents certifying the presence of *force majeure*, it shall compensate the other Party for the damages that the latter incurred due to the fact that a notice was not submitted in a timely manner or that there was no notice.

9.5. The Parties acknowledge the existence of the COVID-19 pandemic and expressly agree that any restrictions on the movement of persons or similar restrictions imposed by States prior to the signing of this Agreement shall not be considered force majeure if such restrictions or similar restrictions are imposed during implementation. Deficiencies in materials, equipment or manpower on the market due to COVID-19 will also not be considered force majeure.

CHAPTER X OBLIGATIONS OF CONFIDENTIALITY

10.1. The Purchaser shall make the Service provider's tender, concluded Contract and amendments to the Contract, except for the information whose disclosure prejudices the legislation governing information and data protection or public interests, infringes the legitimate commercial interests of a specific Service Provider or has a negative effect on the suppliers' competition, publicly available.

10.2. The obligations of confidentiality upon the Contracting Parties shall be established under Article 20 of the Law on Public Procurement of the Republic of Lithuania.

CHAPTER XI BREACH OF THE CONTRACT

11.1. The Contracting Party shall be in breach of contract if it fails to fulfil or improperly fulfils any of its obligations under the Contract.

11.2. Where one Contracting Party breaches the Contract, the aggrieved Party shall have the right to:

- 11.2.1 require the other Party to perform contractual obligations;
- 11.2.2 claim for damages;
- 11.2.3 claim for default interest fixed in paragraphs 5.1.1 and 5.1.2 of the Contract;
- 11.2.4 terminate the Contract;
- 11.2.5 apply other remedies set out by legal acts of the Republic of Lithuania.

11.3. The following shall be deemed the essential terms of the Contract:

- 11.3.1. subject matter of the Contract;
- 11.3.2. contractual price and pricing rules;
- 11.3.3. payment terms and procedure.

11.4. The breach of the terms and conditions provided for in paragraph 11.3 of the Contract shall be deemed the material breach of the Contract.

**CHAPTER XII
VALIDITY AND TERMINATION OF THE CONTRACT**

- 12.1. The Contract shall come into force as of the date of its signature and shall remain in force for 36 months.
- 12.2. The Contract may be terminated in the cases provided for in Article 90 of the Law on Public Procurement of the Republic of Lithuania.
- 12.3. The Contract may be terminated by a written agreement of the Parties.
- 12.4. The Purchaser may, after giving the Service Provider a 14 (fourteen) day notice, terminate the Contract in any of the following cases:
- 12.4.1. where the Service Provider fails to perform its contractual obligations;
- 12.4.2. where the Service Provider provides the services of inadequate quality and fails to follow the Purchaser's instructions to remedy the effects of improperly performed or non-performed contractual obligations within a reasonable time limit;
- 12.4.3. where the Service Provider is bankrupt or wound up, has suspended its business activities, or in any analogous situation arising from a similar procedure provided for in laws and other legal acts;
- 12.4.4. where the services are no longer necessary.
- 12.5. The Service Provider may, after giving a 14 (fourteen) day notice to the Purchaser, terminate the Contract if the Purchaser fails to fulfil the contractual obligations through its own fault.
- 12.6. Where the Contract is terminated through no fault of the Service Provider, the Purchaser shall pay the Service Provider for the actually provided services based on the rates indicated by the Service Provider.
- 12.7. Upon the termination or expiry of the Contract, the provisions of the Contract shall remain in effect where they relate to the liability and settlements between the Parties under the Contract for the purpose of full performance of the Contract.

**CHAPTER XIII
DISPUTE SETTLEMENT**

- 13.1. Any disagreements or disputes arising between the Parties regarding the performance of this Contract shall be resolved through bilateral negotiations.
- 13.2. Where the Parties fail to settle the dispute through bilateral negotiations within 30 (thirty) days from the beginning of negotiations, the dispute shall be resolved before courts of the Republic of Lithuania based on the Purchaser's location, unless an exclusive jurisdiction is established in the laws. The date on which one of the Parties submitted a written request to another Party containing the proposal to initiate the negotiations shall be considered the beginning of negotiations.
- 13.3. In spite of the fact that the dispute is resolved before in the court, the Parties shall continue fulfilling their contractual obligations, unless otherwise agreed.

**CHAPTER XIV
NOTICES, CONTACT PERSONS AND OTHER CONDITIONS**

14.1. Persons in charge of the performance of the Contract:

	Purchaser's representatives	Service provider's representatives
Name, surname	Vitalij Šakevičius	Sergio Cristoforetti
Telephone	+ 370 68313943	+39 0461949932
E-mail	vitalij.sakevicius@vsat.vrm.lt	cristoforetti.sergio@helicoptersitalia.it

14.2. If the Party's address and/or other details change, such Party must inform the other Party by notifying the latter at least 2 (two) working days in advance. If the Party fails to fulfil these requirements, it does not have the right to submit claims or responses if the actions of the other Party performed on the basis of the latest data available to the Party are contrary to the terms and conditions of the Contract or the Party has not received any notice sent on the basis of those data.

14.3. If individual provisions of the Contract are or become fully or partially ineffective under the procedure established in legal acts, the remainder of the Contract is still effective.

14.4. The Contract has been read and understood by the Contracting Parties and its authenticity has been certified by signatures of persons authorised by each Party.

14.5. The Contract shall be published in the Central Public Procurement Information System following the procedure and terms established in legal acts.

14.6. The Contract is made in two copies having equal legal power, one copy for each Party hereof.

CHAPTER XV ANNEXES

15.1. Annex 1 to the Contract – Technical Specification.

15.2. Annex 2 to the Contract – Service Provider's tender.

15.3. Annex 3 to the Contract – Model Form of the Service Transfer-Acceptance Statement.

CHAPTER XVI LEGAL ADDRESSES AND BANKING DETAILS OF THE PARTIES

PURCHASER

State Border Guard Service
under the Ministry of the Interior
of the Republic of Lithuania
Company Code 188608252
VAT payer's code LT 886082515
Savanorių pr. 2, LT-03116 Vilnius
Tel. +370 5 271 9305
Fax: +370 5 271 9306
Bank Account LT95 7300 0100 0054 3098
"Swedbank", AB 73000

Deputy Commander of the Service

Antanas Montvydas

SERVICE PROVIDER

Helicopters Italia S.r.l.
VAT number IT01280780220
Tel.: +39 0461 949932
Email: Cristoforetti.sergio@helicoptersitalia.it
Settl. account IBAN:
IT77I0200811705000030101128
Unicredit Banca S.P.A.
Swift Code: UNCRITM1M03

Managing Director

Alexandre Ceccacci

HELICOPTERS ITALIA S.r.l. UNIPERSONALE

Sede legale: Via dei Luxardo, 24 - 00156 Roma
Sede operativa: Via Lidorno c/o Aeroporto "G. Caproni"
38123 Trento
Codice Fiscale e Partita IVA n. 01280780220

**HELICOPTERS EC 135 T2 +
PART-21 AND PART-145 ORGANIZATION SERVICES PROCUREMENT
TECHNICAL SPECIFICATIONS**

Name and description of the procurement object:

Helicopters EC135 T2+ PART-21 ir PART-145 services.

Quantity or volumes required, taking into account the entire duration of the procurement contract with possible extensions:

- Contract term 3 years.
- PART-21 and PART-145 services are ordered on demand.

CVP codes: 50211300-0 Aircraft renewal services
50211000-7 Aircraft repair and maintenance services

Qualification requirements:

- The supplier must be a maintenance organization approved in accordance with European Commission Regulation 1321/2014 Part-145 with approved EC135 helicopter for basic and linear maintenance (PART-145 organization approval certificate required);
- The supplier must have a PART 21 Subpart J design organization certificate approved in accordance with European Commission Regulations 216/2008 and 748/2012 with the registered helicopter type EC135. (PART-21 organization approval certificate required).

Potential Suppliers:

- All Suppliers (EU Schengen countries) within a radius of 1500 km from the Aviation Board. Address Oreivių st. 1 Paluknys Coordinates (54.48764689491784, 24.99762807635243).
- Distance requirement required: In order to make rational use of the resources available on aircraft.

Other necessary conditions of the purchase contract:

- During the provision of services, the Buyer has the right to inspect the Supplier and the quality of its services, their compliance with the requirements of the quality system of the Board, and to unilaterally terminate the Agreement if discrepancies are identified
- At all times during the performance of the work of the PART-145 and PART-21 organizations, enable the Customer's representative to inspect the aircraft, the work tasks, the files of the maintenance personnel and the qualifications, working conditions and other circumstances affecting the maintenance of the aircraft (s). (services);
- After the performance of the work of the PART-145 and PART-21 organization, the Supplier must return the unusable components to the Customer upon the Customer's request;
- During the performance of PART-145 and PART-21 organization works, if a component failure is identified, the Supplier must, in coordination with the Customer, order a standard component replacement, repair or overhaul service from suppliers entitled to perform such service (s);
- Prior to the commencement of any PART-145 and PART-21 services, the Supplier must agree with the Buyer an estimate of the planned works and the purchase of new equipment.
- During the performance of PART-21 and PART-145 works, if it is determined that the aircraft parts need to be replaced, the Supplier must, in agreement with the Customer (when the value of the part exceeds EUR 1,000), order spare parts from the manufacturer (s) and for the purpose of

- installing spare parts on aircraft during technical assistance;
- The flights required for the performance of PART-145 and PART-21 work are performed by the Customer's personnel;
- Due to unforeseeable circumstances, if it becomes clear that services are not included in the concluded Contract, but without which the performance of the Contract cannot be ensured, additional services and their estimate must be agreed by the Supplier with the Customer;
- After the provision of PART-21 organization services, full documentation of the work performed (instructions, diagrams, etc.) must be issued;
- A certificate of release to service (CRS) must be issued after the completion of the work of the PART-145 organization;
- 90% of the ordered services must be performed by the Supplier who has signed the contract;

Contract pricing:

- PART-21 and PART-145 - Specialist hourly rate:
Helicopter EC-135 - PART-21 Specialist hourly rate - EUR
Helicopter EC-135 - PART-145 Specialist hourly rate - EUR
- Reimbursement of contract costs: all costs related to the performance of the contract: components, new equipment, parts, materials, tools and other tools that are not included in the financial proposal but are required for the provision of PART-145 and PART-21 services.
- Other costs incurred in performing the contract.

MODEL FORM OF THE SERVICE TRANSFER-ACCEPTANCE STATEMENT**SERVICE TRANSFER-ACCEPTANCE STATEMENT No _____**

(Date and number)

(Location)

Contracting Authority (Purchaser):
Service Provider: (where it is a group of suppliers, please indicate: <i>(a group of suppliers acting on the grounds of the joint activity agreement consisting of: (please indicate the names of all economic operators) represented by a partner in charge (please indicate the name of the partner in charge)</i>)
Contract No:
Title of the Contract:

All Services were provided on (please insert the date(s)).

All obligations provided for in the Contract were fulfilled on *(please insert the date)*.

All necessary documents have been submitted (invoices, certificates, operation and maintenance manuals).

The Purchaser has accepted the provided Services and confirms that the provided Services are in line with the terms and conditions of the Contract and are fit to use, all conditions provided for in the Contract have been fulfilled.

(In accordance with the provision of the Contract, the warranty certificates (passports) were provided (please indicate if this is provided for in the Contract).

By signing this Certificate, the Purchaser confirms that the Services were accepted on *(please insert the date)* and this date shall be deemed the beginning of the warranty period of the Services.

Submitted by Service Provider	Accepted by Purchaser
(Date)	(Date)
(Signature) (full name)	(Signature) (full name)
(Position)	(Position)
(Seal)	(Seal)

Helicopters Italia S.r.l.
VAT code IT01280780220

Registered address:
Via dei Luxardo 24
00156 Roma
Italy

Operative base:
Aeroporto Caproni
38123 Trento
Italy
Tel. +39 0461 949910

To:

State Border Guard Service under the Ministry of the Interior of the Republic of Lithuania
Company Code 188608252
VAT payer's code LT 886082515
Savanorių pr. 2, LT-03116 Vilnius
Tel. +370 5 271 9305 Fax: +370 5 271 9306

**TENDER REGARDING
PROCUREMENT OF HELICOPTERS EC 135 T2 +
PART-21 AND PART-145 ORGANIZATION SERVICES**

2021 December No 03

Trento

Name of the supplier	Helicopters Italia S.r.l.
Address of the supplier	Registered address: Via dei Luxardo 24 00156 Roma Italy Operative base: Aeroporto Caproni 38123 Trento Italy
Name, surname and position of the person in charge of the tender	Sergio Cristoforetti Head of Commercial Department
Phone number of the person in charge of the tender	+39 0461 949932
Email of a person in charge of the tender	cristoforetti.sergio@helicoptersitalia.it
Details: • company code; • VAT code; • bank account; bank, bank code.	Chamber of Commerce reg. nr.: 01280780220 VAT code: IT01280780220 Bank Account: UNICREDIT BANCA S.P.A. IBAN: IT7710200811705000030101128 SWIFT: UNCRITM1M03

1. We, hereby, certify our acceptance of all procurement terms and conditions stated in:

- 1) the procurement notice published under the procedure established in the Law on Public Procurement;
- 2) these procurement documents;
- 3) other procurement documents (their explanations, additions).

2. This tender contains the following confidential information as well

No.	Title of submitted document	The document is uploaded in the line of the tender field of the CPPP IS
1	Annex 2.pdf	1

3. We hereby propose:

Helicopter EC-135 PART-21 Specialist hourly rate	€ 84,50
Helicopter EC-135 PART-145 Specialist hourly rate	€ 84,50
Total price of the tender, VAT excl., EUR	€ 169,00
Total price of the tender*, VAT excl., EUR	<i>EUR one hundred sixty nine/00</i>

*the total tender price is for the comparison of prices and evaluation of tenders

Reimbursement of contract costs – all costs related to the performance of the contract: components, new equipment, parts, materials, tools and other tools that are not included in the financial proposal but are required for the provision of PART-145 and PART-21 services.

4. The following documents shall accompany the tender: (by signing the tender I hereby certify that the digital copies of the documents are true):

No.	Title of submitted documents	Number of pages in the document	The supplier's qualification requirement the document is submitted for (please insert No)	Is the information presented in the document confidential (Yes/No)
1	Part 145 Approval Certificate	4	1	NO
2	Part 21 Approval Certificate	6	2	NO
3	Helicopters Italia position	1	3	NO
4	European Single Procurement Document (ESPD)	12	-	NO

Note. Where the supplier fails to indicate which information is confidential, it shall be deemed that the tender does not contain confidential information.

The tender is valid up to the date indicated in the procurement documents.

Head of Commercial Department



Sergio Cristoforetti

(Job title of the supplier or its authorised person):

(Signature)

(Name and surname)

HELICOPTERS ITALIA S.P.A. UNIPERSONALE
 Sede legale: Via dei Luxardo, 24 - 00156 Roma
 Sede operativa: Via Lidorno c/o Aeroporto "G. Caproni"
 38123 Trento
 Codice Fiscale e Partita IVA n. 01280780220