

**CONTRACT FOR THE
TRUCKS WITH INCREASE OFF-ROAD CAPABILITIES AND A CANOPY ADD-ON STRUCTURE**

Special Conditions of the Contract

No. 2023/4-1-12

2023-01-19

The Public Institution Central Project Management Agency (CPMA or Payer), represented by the Deputy Director Ms. Rasa Suraučienė,

Georgian Defence Forces (Beneficiary or Buyer), represented by Deputy Chief of Defence Forces of Georgia Brigadier General Irakli Chichinadze, and

UAB "Volvo Lietuva" authorised representative of Renault Trucks SAS (Supplier), represented by Renault Trucks Sales Manager Nedas Jakniūnas and Business Controller Dalia Stasiūnienė,

hereinafter all together referred to as "Parties" and each individually as "Party" have entered into this contract of goods (the Contract):

1. OBJECT TO THE CONTRACT, as prescribed in Technical Specification:

1.1.	Goods (including related services according to the Technical Specification, if applicable)	Trucks with increase off-road capabilities and a canopy add-on structure (hereinafter referred to as Goods) CPMA shall place an order for the Goods to the Supplier for the supply of specific ordered Goods (if they are not specified in the special conditions of the Contract). All notifications and orders of parties shall be sent by e-mail to the contacts of the Parties specified in clause 7 of the Special Conditions of the Contract and shall be deemed to have been received by the Supplier on the day of dispatch of the Order.
1.2.	Place of delivery of the Goods	Georgia, Tbilisi. The exact place of delivery of the Goods will be specified by the Beneficiary 7 days before the expected delivery of the Goods
1.3.	Project	The Goods are financed in the framework of the European Union Contribution Agreement, signed on 8th June, 2022, No.EPF/2022/06, by the CPMA and the European Peace Facility, represented by the European Commission, concerning the implementation of the Project „Assistance Measure under the European Peace Facility to support the Georgian Defence Forces “), financed from the European Peace Facility. The Project has

		been registered in Unified electronic register of persons benefiting from tax relief in accordance with international agreement signed on June 18, 2007 between the Government of Georgia and the European Union Commission and ratified by the Parliament of Georgia on November 29, 2007 by Decree No 5506.
1.4.	The possibility to purchase goods and / or services not specified in the technical specification	If necessary, CPMA shall be entitled to purchase from the Supplier goods and/or services not specified in the technical specification but related to the object of the contract, up to a maximum of 10 % of the initial contract price excluding VAT. In such a case, these goods and / or services shall be paid for at the prices in force at the time of ordering, as quoted in the Supplier's point of sale, catalogue or website, or, if such prices are not published, at the prices offered by the Supplier, which are competitive and in line with the market. <u>Note:</u> the total value of the ordered Goods and the goods and / or services provided for in this clause may not exceed the maximum amount specified in clause 3.2 of the Special Conditions of the Contract

2. THE TERM OF DELIVERY OF THE GOODS

2.1	The term of delivery of the Goods	12 months from the entering into force of the Contract
2.2	The term of delivery of the Goods might be extended for (according to the Clause 9 of the Contract general conditions)	Not applicable
2.3	The Supplier should prepare and agree with the CPMA and the Beneficiary a free form Schedule for delivery of the Goods	No later than 10 days after the entry into force of the Contract. The Supplier shall notify the CPMA and the Beneficiary at least 10 days before the intended delivery of the Goods.
2.4	CPMA will have to submit an order for the Goods, indicating the exact quantity of the ordered Goods.	No later than 5 days after the entry into force of the Contract.

3. CONTRACT PRICE

3.1	Pricing	This is a fixed rate Contract.
3.2	Initial (maximum) Contract price	2 550 000,00 Eur excluding value added tax (VAT) 2 550 000,00 Eur including VAT
3.3	Price(s) (rate(s)) for the Good(s)	The price (rate) for the Good, specified in the Technical Specification (I part of the object of procurement), 98 900,00 Eur including VAT. The rate of VAT is 0% 98 900,00 Eur excluding VAT.
3.4	Advance payment	Up to 50 percent of the Initial Contract price as indicated in Clause 3.2 including VAT according to 2.3 Clause of the General Conditions.

3.5	The moment of repayment of the advance payment	The amount of the advance paid to the Supplier shall be deducted proportionally to the percentage of advance payment, indicated in Clause 3.4, from the amount(s) payable to the Supplier.
3.6	Export and Import procedures	<p><u>Export procedures:</u> If the purchased goods will be exported to Georgia, all export procedures and documents relating to the export of the purchased goods are handled and signed by the Supplier. In this respect, the Supplier will issue an invoice at a 0% VAT rate.</p> <p><u>Import procedures:</u> If the goods to be purchased will be imported into Georgia, all import procedures and import-related documents are handled and signed by the Beneficiary. All taxes and costs related to the import shall be the responsibility of the Beneficiary.</p> <p>If the Party concerned encounters unforeseen difficulties (e.g. lack of action by the authorities, lack of necessary documentation, etc.) in carrying out export or import procedures, it shall immediately inform the other Parties of these circumstances.</p>

4. PAYMENT PROCEDURE

4.1. Payments shall be made in euro in accordance with the following procedure:

4.1.1. When the Supplier has satisfactorily and timely delivered the Goods in accordance with the terms of the Contract, as specified in Clause 1.1 of the Special Conditions of the Contract, payment shall be made on the basis of the quantity of Goods actually delivered at the Goods rate specified in Clause 3.3 of the Special Conditions of the Contract;

4.1.2. In accordance with the delivery schedule referred to in Clause 2.3 of the Special Part of the Contract, once the Supplier has delivered some or all of the Goods and handed them over in accordance with the procedures set out in Section 3 of the General Conditions of the Contract, CPMA shall make the payment in accordance with the Supplier's invoice. Payments shall be made in accordance with the procedures set out in this Chapter and Chapter 2 of the General Part of the Contract.

4.1.3. The actual quantity of Goods to be ordered will be specified in the Order referred to in Clause 2.4 of the Special Conditions of the Contract, but the total value of the Goods to be purchased shall not exceed the Maximum Contract Price referred to in Clause 3.2 of the Special Conditions of the Contract.

5. LIABILITY OF THE PARTIES

5.1.	If the CPMA fails to make payments in accordance with the conditions laid down in the Contract, the Supplier shall have the right to ask the CPMA to pay interest of:	0,03 percent of the outstanding amount for each day of delay
5.2.	Supplier shall pay to CPMA for a delay in delivery of Goods in accordance with the conditions laid down in the Contract exclusively attributable to the Supplier's fault a contractual interest in the amount of: <i>*The Supplier shall be exempted from the liquidated damages referred to in this Clause if the delay in the delivery of the Goods has been caused by circumstances beyond the Supplier's reasonable foreseeability prior to the conclusion of the Contract and beyond the Supplier's reasonable control or management (e.g., circumstances caused by the acts or omissions of the other Parties or by the actions or inactions of third parties (bodies, institutions or other entities))</i>	0,03 percent of the price of the Goods not provided in time for each day of delay
5.3.	Supplier shall pay to CPMA for shortcomings/inconsistencies of the Goods, which are irreparable or have not been repaired within the reasonable period set by the CPMA or Beneficiary, a contractual penalty in the amount of:	5 percent of the price of the Goods delivered improperly

5.4.	If the Contract is terminated due to the fault of the Supplier (including the cases when the Contract terminated on Supplier's own initiative), Supplier shall pay to CPMA a contractual penalty in the amount of:	10 percent of the initial Contract price, indicated in Clause 3.2 of the Special Conditions including VAT
5.5.	Supplier shall pay to Beneficiary for failure to provide warranty services according to chapter 6 of General Conditions	5 percent of the value of particular Good
5.6.	When the Supplier fails to fulfill the obligation of confidentiality as prescribed in Chapter 13 of General Conditions of the Contract	5 percent of the Initial Contract price, which is paid to the Party who has suffered as a result of the Supplier's failure to fulfill such obligations
5.7.	If during the performance of the Contract, it is established that the supplier, its subcontractors, the economic entities whose capacities are relied upon, or persons controlling them, or the Goods supplied by the Supplier (including their components and manufacturers of goods and parts thereof) pose a threat to the national security of the Beneficiary state and/or satisfies at least one of the prohibited conditions provided for in the Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, including amendments made by Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014, and/or Council Regulation (EU) No 269/2014 of 17 March 2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine, including amendments made by Council Implementing Regulation (EU) 2022/581 of 8 April 2022 and / or in Paragraph 2 ¹ of Article 45 of the Law on Public Procurement of the Republic Lithuania, a fine shall be applied	10 percent of the initial Contract price, indicated in Clause 3.2 of the Special Conditions including VAT

6. ESSENTIAL BREACH AND ESSENTIAL CONDITIONS OF THE CONTRACT

6.1.	Essential breach and essential conditions of the Contract is	when the Supplier fails to fulfill the obligation of confidentiality as prescribed in Chapter 13 of the General Conditions of the Contract
6.2.		when the Supplier delays in providing all Goods by the deadline specified in Clause 2.1 of the Special Conditions of the Contract
6.3.		when the Supplier fails to fulfill obligation for changing for subcontractor (s) as prescribed in Clause 12 of the General Conditions of the Contract
6.4.		When the Supplier and sub-suppliers are subject to applicable national and international sanctions;

6.5.		<p><i>This paragraph shall apply in case of mobilization, war, state of emergency or when the Government of the Republic of Lithuania, having assessed the risk that the factors due to which mobilization was or may be declared, a state of war or emergency threatens national security, has made a decision on the application of Public Procurement Law Article of Republic of Lithuania Article 45 part 2¹ provision:</i></p> <p>1) when Supplier, subcontractor, economic subject whose capacity is relied on, Goods offered by the Supplier (including their components) manufacturer or the persons controlling them are legal persons which are registered in the countries or territories listed in Article 92 part 15 of the Public Procurement Law of Republic of Lithuania;</p> <p>2) when the Supplier, subcontractor, economic subject whose capacity is relied on, Goods offered by the Supplier (including their components) manufacturer or the persons controlling them are physical persons permanently residing or having citizenship in the list provided in Article 92 part 15 of the Public Procurement Law of Republic of Lithuania;</p> <p>3) when the Goods (including their components) originate or the related services are provided from the states or territories specified in the list provided for in Article 92 part 15 of the Public Procurement Law of Republic of Lithuania;</p> <p>4) when the entities in question have any interests which might be considered a threat to national security;</p>
6.6.		<p>when Supplier meets the criteria established in Article 5k of Council of European Union Regulation No. 2022/576 of 8 April 2022, amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine:</p> <p>(a) a Russian national, or a natural or legal person, entity or body established in Russia;</p> <p>(b) a legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50 % by an entity referred to in point (a) of this paragraph; or</p> <p>(c) a natural or legal person, entity or body acting on behalf or at the direction of an entity referred to in point (a) or (b) of this paragraph, including, where they account for more than 10 % of the contract value, subcontractors, suppliers or entities whose capacities are being relied on within the meaning of the public procurement Directives</p>
6.7.		<p>when the Supplier meets the criteria established in Council Implementing Regulation (EU) 2022/581 of 8 April 2022</p>
6.8.		<p>in all cases when it is established that the supplier, its subcontractors, the economic entities whose capacities are relied upon, or persons controlling them, or the Goods supplied by the Supplier (including their components and manufacturers of goods and parts thereof) poses threat for national security of Beneficiary state</p>

7. NOTICES

Notices sent by the Parties to each other shall be prepared in English and sent to the following contact persons and addresses by e-mail:

	CPMA	Beneficiary	Supplier
position	Project managers	Deputy Chief of Defence Forces of Georgia (DCHOD)	Renault Trucks Sales Manager
name, surname	Eglė Uleckienė; Lina Janionytė	Brigadier General Irakli Chichinadze	Nedas Jakniūnas
tel.	+370 608 43782;	+995 32 272 35 35	+370 687 10946

	+370 663 1376		
e-mail	e.uleckiene@cpva.lt ; L.Janionyte@cpva.lt	mod@mod.gov.ge	nedas.jakniunas@renault-trucks.com

8. REPRESENTATIVES, RESPONSIBLE FOR THE PERFORMANCE OF THE CONTRACT

8.1.		Artūras Žarnovskis tel. +370 659 84642 e-mail a.zarnovskis@cpva.lt or Eglė Uleckienė e.uleckiene@cpva.lt Mobile phone +370 608 43782 or Lina Janionytė L.Janionyte@cpva.lt Mobile phone +370 663 1376
8.2.	on behalf of CPMA (might be replaced by deputy representative)	
8.3.	on behalf of Beneficiary (might be replaced by deputy representative)	DCHOD Brigadier General Irakli Chichinadze tel. +995 32 272 35 35 e-mail mod@mod.gov.ge
8.4.	on behalf of Supplier (might be replaced by deputy representative)	Renault Trucks Sales Manager Nedas Jakniūnas +370 687 10946 nedas.jakniunas@renault-trucks.com

8.5. The representatives, responsible for the performance of the Contract, referred to in this Section shall not be entitled to sign amendments to the Contract by this reference.

8.6. If the Technical Specification provides for the coordination /approval of certain actions with the Beneficiary, these actions shall also be coordinated/approved with/by the CPMA (person referred to in Clause 8.1).

9. MISCELLANEOUS

9.1.	This Contract is concluded by	email, exchanging scanned versions of the Contract with the physical signatures. Scanned versions of the Contract with the physical signatures will be exchanged via-emails indicated in Clause 6.
9.2.	The Contract enters into force	on the date of its signing by all Parties. The date of entry into force of the Contract shall be the date specified in the details of the Contract on the first page of the Contract or the date of the last signature depending which is the latest. Parties agree that they shall receive a copy of the Contract with the original signatures within one month from the moment the need was expressed. Scanned copies of the Contract signed by all Parties shall have full legal force prior to the exchange of the originals of the Contract, give rise to rights and obligations for the Parties, and may not be disputed by the Party on whose behalf they were signed and sent. If the person authorized to sign such agreements changes, before the Parties exchange the originals of the Contract,

		<p>the original of the Contract shall be signed, containing the original physical signature of the changed person authorized to sign such agreements, and reproduces by scanning signatures of persons authorized to sign such agreements along with their scanned signatures.</p> <p>The Contract signed in this way is considered by the Parties to be the original of the Contract, which is kept by the Beneficiary.</p> <p>In cases when it is established that the Supplier, its subcontractors, the economic entities whose capacities are relied upon, or persons controlling them, or Goods poses threat for national security of the Beneficiary state, the Supplier is recognized as not meeting the requirements set out in the Terms of procurement regarding national security, therefore further Contract signing procedures with this Supplier are terminated.</p>
9.3.	Person, responsible for the publication of the Contract and its amendments in accordance with the provisions of Paragraph 9 of Article 86 of the Law on Public Procurement the Republic of Lithuania on the part of the CPMA	Erika Simaitė, lawyer, Legal and Quality Control Unit tel. +370 52431616 e-mail e.simaite@cpva.lt
9.4.	The Supplier shall use the capabilities of subcontractors	-
9.5.	This Contract shall consist of the following documents, which shall include the concept of "Contract". In the event of a dispute, the documents shall be applied as follows as a matter of priority:	9.5.1. Amendments to the Contract; 9.5.2. Special Conditions of the Contract; 9.5.3. Technical Specification; 9.5.4. General Conditions of the Contract; 9.5.5. Procurement documents; 9.5.6. Tender of the Supplier; 9.5.7. Annex No. 3 Template of an Invoice; 9.5.8. Annex No. 4 Template of an Act of Transfer-Acceptance.

10. ANNEXES TO THE CONTRACT, WHICH FORM AN INTEGRAL PART OF THE CONTRACT:

- Annex No. 1 General Conditions of the Contract
- Annex No. 2 Technical Specification
- Annex No. 3 Template of an Invoice
- Annex No. 4 Template of an Act of Transfer-Acceptance
- Annex No. 5 Tender of Supplier

11. THE PARTIES

Name	CPMA	Beneficiary	Supplier
	Public Institution Central Project Management Agency	Georgian Defence Forces	UAB "Volvo Lietuva"
Office address	S. Konarskio str. 13, LT-03109 Vilnius	20, General Kvinitadze Street, Tbilisi, Georgia, postal code 0112	Minsko pl. 9, LT-02121 Vinius
Legal entity code	126125624	204900483	111657016

Bank account No (Bank, BIN)	Luminor Bank AS LT43 4010 0510 0473 3416	-	Bankas: AB SEB BIC/SWIFT: ESSESESS IBAN: SE8150000000057468281734
Tel.	+370 5 251 44 00	+995 32 272 35 35	+370 687 10946
Email	info@cpva.lt	mod@mod.gov.ge	nedas.jakniunas@renault-trucks.com
Position of the undersigned person	Deputy Director	Deputy Chief of Defence Forces of Georgia	Renault Trucks Sales Manager
Name, surname	Rasa Suraučienė	Brigadier General Irakli Chichinadze	Nedas Jakniūnas




« 15 » 01 2023 A. V. « 19 » 01 2023

Finansų direktorė
 Dalia Stasiūnienė

GENERAL CONDITIONS OF THE CONTRACT**1. OBJECT TO THE CONTRACT**

1.1. By this Contract the Supplier undertakes to deliver to the Beneficiary the Goods, according to the Technical Specification and the Tender of Supplier, and transfer it to the Beneficiary together with all property rights to it, and CPMA undertakes to pay for proper and timely delivered Goods following provisions and procedures of this Contract. The Supplier shall, together with the Goods, provide full relevant information, usage instructions and other information required for adequate use of the Goods.

1.2. The scope of the Goods, requirements for the Goods, the related services and terms and other information related to the delivery of the Goods are detailed in Technical Specification, Tender of the Supplier of this Contract, which are an integral part of thereof. When performing the Contract, the Supplier must follow the terms and conditions of the Contract and its Annexes, properly fulfil all the requirements specified therein.

2. PAYMENT PROCEDURE

2.1. The price of the Contract, indicated in Special Conditions of the Contract, includes the price (rate) of all Goods delivered and related services provided under this Contract, all taxes and fees and other costs (excluding costs and/or taxes related to the importation of goods), delivery costs, costs of exporting the goods and the cost of providing documents for payment, if any, related to the proper performance of the Contract. No additional costs of the Supplier shall be paid or reimbursed.

2.2. The Supplier shall be solely responsible for all liabilities related to the local social security system, income tax obligations and other financial obligations resulting from the legislation of Lithuania.

2.3. If the advance payment is foreseen in Clause 3.4 of Special Conditions, CPMA shall pay an advance to the Supplier under conditions specified in Clauses 3.4-3.5. of Special Conditions and specified below:

2.3.1. In order to receive an advance, when applying for an advance payment, together with the prepayment account, the Supplier must provide CPMA with an advance guarantee (guarantee) for at least the amount of the requested advance – a financial guarantee, issued by a bank or an financial institution.

2.3.2. In order to secure the advance, the guarantor must make an irrevocable and unconditional commitment not later than within 15 calendar days from the receipt of written notification from the CPMA about the improper performance of the obligations established in the Contract or termination of the Contract due to the fault of the Supplier, to pay the CPMA the amount not exceeding the amount of the paid advance and the amount of the guarantee, transferring the money to the account specified by the CPMA. The guarantor does not have the right to demand that the CPMA substantiate his claim. The CPMA will notify the guarantor that the amount of the Contract Guarantee belongs to him due to the fact that the Supplier has partially or completely failed to comply with the Contract and/or it has been terminated due to the fault of the Supplier and the Supplier has not returned the advance. The guarantee that does not meet the requirements set out in Clause 2.3 of the General Conditions will not be accepted.

2.3.3. CPMA will pay the requested advance within 15 working days from the date of receipt of the advance payment account and the advance repayment guarantee, which meets the requirements of Clauses 3.4 and 3.5 of Special Conditions and Clause 2.3 of General Conditions.

2.3.4. If, during the performance of the Contract, the legal entity (guarantor) is unable to fulfil its obligations, the Supplier must submit a new guarantee under the same conditions as the previous one or repay the advance;

2.3.5. The guarantee shall be returned to the Supplier (or the rights to the security are waived when it is signed by electronic signature) upon delivery by the Supplier of the Goods in full and after the acceptance-transfer document has been signed by Parties or when the Supplier returns the advance to the CPMA (if applicable);

Upon termination of the Contract, the Supplier must return the advance received to CPMA within 7 working days (if part of the Goods has been delivered, CPMA has accepted them and can use them for their intended purpose – the part of the advance that exceeds the price of the Goods accepted by CPMA shall be returned). If the Supplier does not return the received advance, CPMA shall use the guarantee of the advance.

2.3.6. Payment of penalties and/or receipt of security (if applicable) shall not prejudice the right of the Party to demand that the other Party compensate for the direct losses incurred by it.

- 2.4. All export procedures for the procured Goods and export-related documents are handled and signed by the Supplier. All import procedures for the procured Goods and import-related documents are handled and signed by the Beneficiary.
- 2.5. If the Supplier incorrectly indicates the VAT rate of the Contract price /rate, the Contract price / rate without VAT it will not be recalculated. Due to these errors, Contract payments would be made according to VAT rate indicated in invoices, but not higher than VAT rate indicated in Tender of Supplier.
- 2.6. Payments shall be performed based on the Invoices, signed by the Supplier and approved by CPMA. The Invoices must be issued after the Act(s) of Transfer-Acceptance of Goods are signed by Parties.
- 2.7. The CPMA shall pay for the properly and timely provided Goods within 30 days from the date of receipt by the CPMA of the proper Invoice. The amount of the advance paid to the Supplier shall be deducted proportionally to the percentage of advance payment, indicated in Clause 3.3, from the amount(s) payable to the Supplier.
- 2.8. The Supplier shall issue and submit to CPMA an Invoice, issued in accordance with this Contract, no later than 5 business days from the date of signing the Act of Transfer-Acceptance of Goods (without shortcomings/ inconsistencies/ deviancies).
- 2.9. The currency of the Contract shall be euro. The Invoice(s) shall be issued, and payment(s) made in euro.
- 2.10. Fees charged by credit institutions for money transfer and set-off are paid as follows:
- 2.10.1. the charges levied by the credit institution from which the CPMA makes the payment shall be covered by the CPMA;
- 2.10.2. the fees charged by the Supplier's credit institution for collecting money to the Supplier's account shall be paid by the Supplier.
- 2.10.3. In the event that the payment made by the CPMA is not executed due to circumstances beyond the CPMA's control, the costs of re-payment shall be borne by the Supplier.
- 2.11. In case of a change of bank account data, the Supplier shall immediately inform the CPMA thereof.
- 2.12. If it is determined that the Supplier has won this public procurement illegally as defined in Clause 10.1.8 of the General Conditions of the Contract, any payments won't be made to the Supplier under this Contract.
- 2.13. The Supplier shall issue invoices only electronically. Electronic invoices, which comply with the European standard on electronic invoicing, referenced in the Commission Implementing Decision (EU) 2017/1870 of 16 October 2017 on the publication of the reference of the European standard on electronic invoicing and the list of its syntaxes pursuant to Directive 2014/55/EU of the European Parliament and of the Council (OL 2017 L 266, p. 19) (hereinafter – European standard on electronic invoicing), can be submitted by means, preferred by the Supplier. Electronic invoices, which do not meet the European standard on electronic invoicing may be submitted only by means of "E.sąskaita" information system ("E.sąskaita" is available at www.esaskaita.eu). CPVA accepts the electronic invoices and processes them using the means of "E.sąskaita" information system. An electronic invoice is interpreted as an invoice, issued, transferred and received in an electronic format, which enables its automatic and electronic processing.
- 2.14. The CPMA shall also establish the option of direct settlement of accounts with subcontractors. After giving a notice on the subcontractor replacement or attraction of a new subcontractor, as indicated in the tender or the Contract, not later than 3 business days after the date of conclusion of the Contract or notification of the Supplier, the CPMA informs the subcontractors on such direct settlement option, and a subcontractor, which intends to use such option, shall submit a written application to the CPMA. For this purpose a trilateral Contract must be concluded between the CPMA, the Supplier and a specific subcontractor in accordance with the conditions described in this clause, providing for the right of the Supplier to object to unreasonable payments to the subcontractor. If the Contractor does not object to payments to the subcontractor, the CPMA shall transfer the amounts indicated in the invoices provided by the Supplier or in the documents provided by the subcontractor to the CPMA as a part of the obligations of the Supplier under the Contract directly to the relevant subcontractor. Such payments shall be deemed to be a proper settlement of the CPMA with the Supplier under the Contract and a proper settlement of the Supplier with the relevant subcontractor (s) under the Contracts concluded between them. Such a trilateral Contract shall be deemed to be an integral part of the Contract.
- 2.15. The CPMA shall not pay for the goods or services not specified in the Contract, but provided by the Supplier for any reason (if any).

3. PROCEDURE ON THE TRANSFER OF THE GOODS AND RELATED SERVICES RESULTS

- 3.1. The Beneficiary and CPMA, having verified and satisfied that the Goods meet the requirements set out in the Contract and its Annexes and that all other obligations of the Supplier under the Contract have been fulfilled, must accept the provided Goods and sign the Act of Transfer-Acceptance of Goods not later than within 10 business days from the date of receipt of the Act (Acts) of Transfer-Acceptance of Goods by the Beneficiary and CPMA.
- 3.2. Interim Act of Transfer-Acceptance of Goods is to be issued if applicable according to the Specific Conditions of the Contract.
- 3.3. The term "Act of Transfer-Acceptance of Goods" means together: Interim Act of Transfer-Acceptance of Goods and Final Act of Transfer-Acceptance of Goods in this Contract.
- 3.4. Act of Transfer-Acceptance must contain information separately for each Goods, indicating the value of each individual Goods.
- 3.5. If the Beneficiary or CPMA identifies shortcomings/ inconsistencies in the performance of the Supplier's contractual obligations, these deficiencies must be indicated no later than within 10 business days from the date of receipt of the Act of Transfer-Acceptance of Goods. The indication of these shortcomings/inconsistencies is the main reason for non-signing the Act of Transfer-Acceptance of Goods.
- 3.6. In case of unforeseen circumstances beyond the reasonable control of the Parties that prevent the Parties from signing the Act of Transfer-Acceptance of Goods, the time period for signing the Act of Transfer-Acceptance of Goods shall be extended for the period during which its signature was suspended by agreement of the Parties.
- 3.7. If at the time of acceptance of Goods the Beneficiary and CPMA have remarked on the quantity and/or quality of Goods provided and/or detect a deficiency in the quality of the Goods provided and/or deviations from the requirements set in the Technical Specification based on the nature, quantity and complexity of such deficiency detected, the Beneficiary and CPMA shall determine a reasonable time limit for rectification of the shortcomings/ inconsistencies of Goods, of which the Supplier shall be notified accordingly.
- 3.8. If the Supplier removes within the time determined by the Beneficiary and CPMA the shortcomings/ inconsistencies of the Goods provided for in the Act of Transfer-Acceptance of Goods, the Parties shall sign the Act of Transfer-Acceptance of Goods.
- 3.9. Time limit for the Beneficiary and CPMA to accept Goods and verify their compliance with the requirements and the reasonable time limit for rectification of the shortcomings/inconsistencies of Goods, determined by Beneficiary and CPMA, shall not be included in the general term for performance of the Supplier's obligations, set in the Clause 2 of the Special Conditions of the Contract.
- 3.10. Upon the request of the CPMA and/ or the Beneficiary, the Supplier shall provide all information regarding the progress of the Contract by the deadline indicated by the CPMA/Beneficiary.
- 3.11. The Act of Transfer-Acceptance of Goods shall be signed in 3 copies, each having the same legal effect.
- 3.12. The signing of the Act of Transfer-Acceptance of Goods (without shortcomings/ inconsistencies) is the basis for the Supplier to issue a VAT invoice.

4. INTELLECTUAL PROPERTY

- 4.1. Not applicable.

5. RIGHTS AND COMMITMENTS OF THE PARTIES

- 5.1. The CPMA undertakes to:
- 5.1.1. pay for the Goods properly delivered by the Supplier and not contested by the CPMA and Beneficiary representative, in accordance with the procedure laid down herein;
- 5.1.2. provide the Supplier with information and/or documents reasonably requested thereby and assistance in the performance of the Contract. Upon receipt of the request of the Supplier for the provision of information required for the performance of the Contract, CPMA undertakes to provide the requested information no later than within 5 business days from the receipt of such request. If the amount of information requested by the Supplier is large or requires additional analysis, the CPMA shall be granted an additional reasonable term for the provision of such information;
- 5.1.3. confirm the appropriateness of the provided Goods;
- 5.1.4. properly perform all other obligations set forth in the Contract, its Annexes, legal acts applicable to the delivery of these Goods and (or) arising from the essence of this Contract;

5.1.5. Immediately notify the Beneficiary and the Supplier of a breach of Contract conditions, where such a breach has been detected.

5.2. CPMA has the right to:

5.2.1. Control the delivery of Goods in a timely manner;

5.2.2. Conduct analysis (verification) to identify shortcomings.

5.3. The Beneficiary undertakes to:

5.3.1. accept the Goods specified in this Contract for its ownership;

5.3.2. provide the Supplier with information and/or documents reasonably requested thereby and assistance in the performance of the Contract. Upon receipt of the request of the Supplier for the provision of information required for the performance of the Contract, the Beneficiary undertakes to provide the requested information no later than within 5 business days from the receipt of such request. If the amount of information requested by the Supplier is large or requires additional analysis, the Beneficiary shall be granted an additional reasonable term for the provision of such information;

5.3.3. immediately notify the Supplier and the CPMA of a breach of Contract conditions, where such a breach has been detected;

5.3.4. confirm the appropriateness of the provided Goods;

5.3.5. properly perform all other obligations set forth in the Contract, its Annexes, legal acts applicable to the delivery of these Goods and (or) arising from the essence of this Contract.

5.4. Beneficiary has the right to:

5.4.1. Control the delivery of Goods in a timely manner.

5.5. The Supplier undertakes to:

5.5.1. perform all contractual obligations laid down in the Contract and Annexes thereto in a timely and quality manner. To start and perform the obligations under the Contract in accordance with the procedure and conditions laid down in the Contract with all due care and efficiency, including but not limited to delivery of Goods according to the best generally accepted professional standards and practice, using all the necessary skills, knowledge and instruments.

5.5.2. comply with all applicable laws and legal acts. The Supplier shall ensure to the Beneficiary and the CPMA the compensation of damages suffered by the CPMA and/or the Beneficiary, should the Supplier fail to comply with the said laws and other legal acts leading to the violation of requirements of legal acts or initiation of legal proceedings.

5.5.3. at its own expense to protect the CPMA and the Beneficiary, its representatives and employees from any claims, requirements, losses or damage caused by the fault of the Supplier and emerging from any action or inaction of the Supplier in the delivery of the Goods. The Supplier shall be informed of such claims, requirements, losses or damage immediately, but not later than within 7 business days from the day when the CPMA or the Beneficiary found out about them.

5.5.4. when the Supplier does not perform or improperly performs its contractual obligations in relation to the specifications of the Contract, at the CPMA's and/or the Beneficiary request, to rectify such deficiencies related to the delivery of the Goods at its own expense, within the reasonable period of time set by CPMA and/ or the Beneficiary. The Supplier must comply with this request according to the terms of this Contract;

5.5.5. immediately inform the Beneficiary and the CPMA of the formed obstacles in writing if the Supplier faces the circumstances that interfere with the timely delivery of the Goods laid down in the Contract.

5.5.6. Immediately notify the Beneficiary and the CPMA of a breach of Contract conditions, where such a breach has been detected.

5.5.7. ensure that the Goods will be provided by the subcontractors offered in the Tender, who will submit signed Confidentiality Obligations and Commitment to Comply with Data Security Requirements to the Contract in 10 business days since the entering into force of the Contract. In the event of a change in the procedure provided for in the Contract for the subcontractors responsible for the performance of the Contract, this condition shall remain in force in respect of new subcontractors. A new subcontractor may enter into the implementation of the Contract only if signed the Confidentiality Obligations and Commitment to Comply with

Data Security Requirements. The obligations of the Supplier and its subcontractors regarding the confidentiality requirements shall remain in force indefinitely from the moment of performance or termination of this Contract;

5.5.8. inform the CPMA about changes in the subcontractor's names, contact information and their representatives throughout the entire period of performing the Contract as well as about new sub-contracting whom s/he intends to invoke at a later date. If the requirements on the absence of the grounds for eliminating the Supplier were applied to the sub-contractors, together with the information about new subcontractors the documents confirming the absence of the grounds for eliminating the subcontractors shall be submitted;

5.5.9. transfer the Goods specified in this Contract to the Beneficiary;

5.5.10. after the transfer of the Goods, do not use them without the consent of the Beneficiary;

5.5.11. upon the end of the warranty period, immediately, but no later than within 5 business days, destroy all documents, data and information received during or related to the performance of the Contract, except those which storage is mandatory under other legal requirements. The Supplier undertakes to indemnify the CPMA for all losses incurred due to non-performance or improper performance of the obligation provided for in this Clause of the Contract;

5.5.12. Send to CPMA and the Beneficiary Act (Acts) of Transfer-Acceptance of Goods within the terms stipulated by the Special Conditions of the Contract.

5.5.13 Provide to the Beneficiary in full the property rights to the Goods.

5.5.14. Properly perform all other obligations set forth in the Contract, its Annexes, legal acts applicable to the delivery of these Goods and (or) arising from the essence of this Contract.

5.5.15. not to pose a threat to the national security interests of the Beneficiary country.

5.5.16. have no conflict of interest likely to adversely affect the performance of the Contract. Applicable to its subcontractors(s) or entities(s) on whose capacity it relies on (if any).

5.5.17. not satisfy at least one of the prohibited conditions provided for in the Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, including amendments made by Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014, Council Regulation (EU) No 269/2014 of 17 March 2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine, including amendments made by Council Implementing Regulation (EU) 2022/581 of 8 April 2022.

5.5.18. not to fulfil conditions, indicated in Paragraph 2¹ of Article 45 of the Law on Public Procurement of the Republic Lithuania.

5.5.19 inform of any change in names, contact details and representatives of the subcontractors throughout the performance of the Contract, as well as of any new subcontractors which it intends to use at a later date.

5.6. The Supplier has the right to:

5.6.1. Receive payment timely and in full for properly delivered Goods;

5.6.2. Terminate the Contract earlier in case of systematic non-fulfillment of CPMA's obligations, notifying the other Parties at least 30 calendar days before the date of termination of the Contract.

6. QUALITY OF GOODS AND WARRANTY

6.1. The Supplier shall guarantee the quality of the Goods and the absence of hidden shortcomings/inconsistencies. The quality of Goods shall comply with the requirements set out in the Contract and its Annexes.

6.2. The warranty period shall start on the day of signature of Act of Transfer-Acceptance without shortcomings/ inconsistencies and will be valid for a period indicated in Technical Specification.

6.3. The Supplier shall, at its own expense and as soon as possible, repair any shortcomings/ inconsistencies of the Goods (or parts of Goods) that occurred not due to the fault of the CPMA and / or the Beneficiary. The warranty also includes correction of installation and defects in documents related to the Goods, i.e. the warranty applies to all Goods specified in the Technical Specification and the Tender of Supplier. The Supplier must ensure that warranty repairs are carried out during the warranty period or that defective Goods or parts thereof are replaced by new ones. The Supplier shall bear all costs related to warranty repairs.

- 6.4. If shortcomings/ inconsistencies of Goods occurs during the warranty period, the Beneficiary shall inform the Supplier in writing, stating that the Supplier shall remedy any shortcomings/ inconsistencies of the Goods within the time limit set by the Beneficiary, in case the time limits are not provided in the Technical Specification.
- 6.5. If the Supplier fails to correct the deficiencies/discrepancies within the time limit specified in the Technical Specification or within the time limit set by the Beneficiary, the Beneficiary shall be entitled to employ other persons to repair the shortcomings/ inconsistencies at the Supplier's responsibility and expense.
- 6.6. Even after the warranty period has expired, the Supplier, upon receipt of the Beneficiary's notice, must, at his own expense, eliminate the hidden shortcomings/ inconsistencies that existed at the time of transfer and acceptance of the Goods, however, the Beneficiary could not reasonably know about them or identify them during the acceptance and/or inspection or warranty period.

7. LIABILITY OF THE PARTIES

- 7.1. In case of non-fulfilment or improper fulfilment of obligations under this Contract, the Parties shall be liable in accordance with this Contract and applicable law.
- 7.2. The Supplier's liability for non-performance of any contractual obligations indicated in the Special Conditions of the Contract shall be valid for the period of time after the delivery of the Goods established by laws which the Contract is subject to.
- 7.3. The payment of penalty/interest shall not release the Parties from the performance of obligations hereunder.
- 7.4. The payment of penalties / interests shall not prejudice a Party's right to require the other Party to compensate for direct losses incurred by it.
- 7.5. Any penalty is applied without reducing other remedies according to the Contract.
- 7.6. By applying the penalty CPMA is not obliged to prove to the Supplier that CPMA has suffered losses.
- 7.7. Any penalty shall be without prejudice to the CPMA's rights to claim compensatory damages, also in the amount exceeding the contractual penalty. Each Party shall be entitled to direct losses from the other Party resulting from improper performance or non-performance of obligations under the Contract by the other Party up to a maximum of 5 times the total contract price excluding VAT, unless the legislation provides for the reimbursement of a higher amount. The Supplier must compensate for direct losses incurred by the CPMA. The limitation of the amount to be reimbursed provided for in this point shall not apply if the damage is caused by the Party's deliberate action or gross negligence, confidentiality obligations or specific requirements related to safeguarding the national security interests of the Beneficiary country or applicable national and international restrictive measures. The CPMA is liable only for direct losses or damages directly and clearly caused by the fact that the CPMA has not fulfilled.
- 7.8. Supplier undertakes to compensate the other Party for direct damages and expenses incurred as a result of non-performance or inappropriate performance of obligations assumed hereunder to the extent this does not conflict with applicable compulsory law of the Parties.
- 7.9. The Supplier bear full liability for direct losses and costs caused at its fault in connection with the delivery of the Goods.
- 7.10. The CPMA shall have the right to deduct default interest or penalty from any payment made to the Supplier.
- 7.11. Supplier has the right to deduct default interest or penalty from payment made to CPMA in case of delays in payment period defined under this Contract.
- 7.12. The Parties undertake to immediately inform other Parties about circumstances, which may have a material impact on the performance of the Contract.
- 7.13. CPMA does not compensate to the Supplier any losses incurred by him, only pays for the Goods properly delivered by the Supplier.

8. SUSPENSION OF PERFORMANCE OF THE CONTRACT

- 8.1. In important circumstances beyond the control of the Supplier, due to which the Supplier is unable to fulfill its contractual obligations and/or in other unforeseen circumstances, CPMA has a right to suspend the Supplier's obligations or any part thereof that cannot be performed.
- 8.2. In the event that circumstances render the Supplier unable to perform its contractual obligations, the Supplier shall immediately inform the CPMA and the Beneficiary thereof, providing information and documents proving the impossibility of performing the contractual obligations due to circumstances beyond the control of

the Supplier. If the circumstances that prevented the Supplier from fulfilling its contractual obligations disappear, the performance of the suspended obligations shall be renewed.

8.3. If the performance of the Supplier's contractual obligations has been suspended for reasons beyond the control of the Supplier for a period of not less than 60 days, after 60 days, the Supplier may, by written notice, request the CPMA to renew the Contract within 14 days or to terminate the Contract

8.4. In cases where the suspension of performance of the Contract lasted longer than the time remaining until the completion of the contractual obligations of the Supplier, the Supplier's contractual obligations shall be extended for the period that remained at the time of suspension until the end of the Supplier's contractual obligations.

8.5. In cases where the suspension of performance of the Contract lasted shorter than the time remaining until the completion of the contractual obligations of the Supplier, the Supplier's contractual obligations shall be extended for the period for which it has been suspended.

8.6. Suspension of contractual obligations shall be concluded in writing, stating the reasons and the period for suspension, and shall be accompanied by supporting documents.

8.7. Renewal of performance of the Contract shall be concluded in writing.

9. VALIDITY AND AMENDMENT OF THE CONTRACT

9.1. The Contract shall take effect upon signing by the authorized representatives of the Parties and shall be valid until the full performance of the contractual obligations of the Parties, but not later than the completion of Project.

9.2. Contract conditions may not be amended during its validity period only in writing and signed by all Parties, except for the cases provided for in Article 89 of the Law on Public Procurement of the Republic of Lithuania.

9.3. The adjustments of the Technical Specification may be executed according to the procedure laid down in the Technical Specification.

9.4. Change of the terms and conditions of the Contract may be initiated by either Party by submitting a corresponding request to the other Parties and supporting documents. Upon receipt of such a request, the Parties must examine it within 10 business days and provide the other Party with a reasoned written response.

9.5. The Parties shall have the right to change contact persons listed in Clauses 7 and 8 of the Special Conditions of the Contract having informed each other in writing 2 business days in advance to changing of contact persons.

9.6. The term of delivery of the Goods may be extended only during the Project implementation period (including extension periods, if any) under the following conditions:

9.6.1. the legal regulation changes and this affects the deadline for fulfilment of the Supplier's obligations and/or

9.6.2. the instructions given to Supplier by CPMA and/or Beneficiary affect the terms of performance of the Supplier's obligations and/or

9.6.3. there is a delay, the need to change obstacles or obstacles, the occurrence of which is not affected by Supplier and for which he is not liable, and which are caused and attributable to the CPMA and/or the Beneficiary or their personnel, or to third parties and/or.

9.6.4. is due to other circumstances which each Party could not reasonably and prudently foresee.

9.7. If the producer of Goods no longer produces the Goods of the model specified in the Tender and the Supplier provides the CPMA with a letter from the producer confirming this or a reference to the information officially published by the producer, the Supplier may deliver to the Beneficiary a product of a different model from the same producer or another producer than indicated in the Tender, which meets the requirements of the Technical Specification. These Goods must be delivered at a price not exceeding the price specified in the Tender. In order to use this clause of the Contract, the Supplier must contact the CPMA in writing and receive his written consent.

10. TERMINATION OF THE CONTRACT

10.1. The CPMA shall have the right to unilaterally terminate the Contract having informed the Supplier thereof no later than 5 business days beforehand, if:

10.1.1. the Supplier has defaulted on its obligations or has performed them under conditions other than those laid down in the Contract (e.g. delays to perform contractual obligations and etc.) including but not limited to the condition when the Supplier informs of unilaterally increasing (suggesting to increase) the price specified in the Contract;

- 10.1.2. when the Supplier commits the essential breach of the Contract, indicated in the Contract;
- 10.1.3. the amount of default interest calculated in accordance with the Clause 5.2 of the Special Conditions of the Contract exceeds 5 percent of Contract price;
- 10.1.4. when the Supplier provides the Goods of improper quality and fails to fulfill the instructions of the CPMA and (or) the Beneficiary to correct improperly performed or unfulfilled contractual obligations within a reasonably determined period;
- 10.1.5. when the Supplier transfers the Contract to the third parties without the knowledge of the CPMA and the Beneficiary;
- 10.1.6. when the Supplier goes bankrupt or is liquidated, when it suspends economic activity, or when a similar situation arises in accordance with the procedure provided for by laws and other legal acts;
- 10.1.7. when there is a change in the organizational structure of the Supplier - the legal status, nature or management structure and this affects the proper performance of the Contract, except in cases when these changes result in a change of the Contract;
- 10.1.8. when it turns out that the Supplier has won the public procurement by illegal actions. Unlawful acts may be equated with the provision of false information, acts of corruption, conflicts of interest, other acts not defined in this Clause, but having unlawful characteristics.
- 10.1.9. if the Supplier should have been excluded during the procurement procedure;
- 10.1.10. if the Contract has been modified in violation of Article 89 of the Law on Public Procurement of the Republic of Lithuania.
- 10.2. In cases of termination of the Contract because of Supplier fault, the CPMA pays only for those Goods which are properly provided, can be taken over by another Supplier and used for further development.
- 10.3. The Supplier shall have the right to unilaterally terminate the Contract having informed the Beneficiary and CPMA thereof in writing no later than 30 calendar days in advance, if the Beneficiary or CPMA commits an essential breach of Contract.
- 10.4. The Contract may also be terminated by a written agreement of all the Parties.
- 10.5. The termination of the Contract shall not relieve the Parties from proper performance thereof, if the emerged obligations were not fulfilled before the termination.
- 10.6. The provisions of this Contract relating to liability and settlement between the Parties under this Contract, warranty obligations, as well as any other provisions of this Contract which, by their nature remain in force after termination of the Contract, remain in force after termination of the Contract for the full performance of this Contract.
- 10.7. If any provision of the Contract becomes or is declared totally or partially void, this shall not affect the validity of other provisions of the Contract.

11. FORCE MAJEURE

- 11.1. The Parties shall be released from liability for full or partial non-performance of obligations under the Contract, if this non-performance was caused by force majeure circumstances. Force majeure circumstances mean the circumstances of extraordinary events that occurred after the signing of this Contract and which the Parties could neither predict nor prevent in the usual way. Such force majeure circumstances include floods, fires, earthquakes and other natural phenomena, as well as hostilities, any decisions of the authorities and management, as well as any other circumstances beyond the control of the Parties and directly impede the implementation of this Contract. Force majeure circumstances established and proved by the Party experiencing them in accordance with the Civil Code of the Republic of Lithuania and the Regulations Regarding Exemption from Liability under Force Majeure Circumstances, adopted on 15 July 1996 by the Decision No. 840 of the Government of the Republic of Lithuania "Regarding the approval of the regulations regarding the exemption from liability under Force Majeure circumstances" or the legislation in force at the place of delivery of the Goods, provided that the Party has notified immediately the other Party of the impediment and its effect on the fulfilment of its obligations.
- 11.2. In case of non-fulfillment or partial fulfillment of obligations under this Contract as a result of force majeure, the Party affected by such circumstances shall immediately send a written notice to the other Party within 5 (five) calendar days from the date of occurrence of such circumstances.
- 11.3. The concept of force majeure does not include the circumstances that have influenced a Party's activity, which were considered by the Parties upon entering into this Contract, i.e. circumstances and conditions that

may occur in economy, decisions of state and municipal institutions that caused a reorganisation, privatisation, liquidation, change of the type of business, suspension (hindering) of the business of any of the Parties, also other circumstances that should be regarded as special, but are likely to occur at the time of entering into the Contract. The concept of force majeure also does not include the fact of no availability of the goods and Goods, needed for the implementation of the obligations, or that a Party does not have the necessary financial resources or that the Party's counterparty violate their obligations. The circumstances, which affected the activity of the Party and which the Parties have taken into account when concluding the Contract, i. e. circumstances that should be considered extraordinary but plausible.

11.4. When these circumstances have expired, one Party shall notify the other Parties in writing under any circumstances within 5 (five) calendar days from the date of termination of the circumstances. The notification shall indicate the time from which the Party proposes to continue to fulfill its obligations under the Contract.

11.5. If the specified circumstances last more than 30 (thirty) days, each Party has the right to terminate this Contract unilaterally by sending a written notice to the other Party. Such notice shall be given by the Party intending to terminate the Contract to the other Party in writing at least 10 days before the expected date of termination of the Contract.

11.6. The fact of existence and effect of force majeure, referred to by one of the Parties under this Contract, as a ground for release from liability for non-performance or incomplete performance of its obligations under this Contract, must be confirmed by a document issued by the Chamber of Commerce of Lithuania, or another authorized body, the obligation to obtain which rests with such Party.

12. GROUNDS AND PROCEDURES FOR CHANGING SUBCONTRACTORS

12.1. The Supplier cannot change the subcontractor referred in the Tender of the Supplier for the entire duration of the Contract without the written consent of CPMA and the Beneficiary.

12.2. The subcontractor can be changed only in the following cases:

12.2.1. when the subcontractor has initiated bankruptcy, liquidation or restructuration proceedings or is in an analogous situation;

12.2.2. when subcontractor due to objective reasons (upon the termination of the legal relationship with the Supplier, refusal of Goods delivery and etc.) are no longer able to provide all or part of the Goods specified in the Contract

12.2.3. if the CPMA and/or the Beneficiary are reasonably dissatisfied with the subcontractor appointed by the Supplier, the Supplier must replace such subcontractor(s) at the CPMA's written request on time indicated by CPMA.

12.3. In order to change the subcontractor, the Supplier should notify the CPMA and the Beneficiary in writing 5 business days in advance and obtain the written consent of the CPMA and the Beneficiary.

12.4. New subcontractor should have no lower qualifications and should have no exclusion grounds (if requirements have been made for it) and pose no threat to the national security of Beneficiary country and not restricted by international or national restrictive measures, than specified in the procurement documentation. Supplier must provide supporting documents.

12.5. The CPMA and the Beneficiary shall submit a written reply to the Supplier regarding the nomination of a new subcontractor no later than within 3 working days from the receipt of information about the new specialist from the Supplier. A new subcontractor may begin to fulfil their obligations assigned to them by the Supplier under the Contract no earlier than the receiving the consent of CPMA and Beneficiary.

13. CONFIDENTIALITY

13.1. During the implementation of the Contract and for an indefinite period after its termination, the Parties undertake to maintain the confidentiality of information, which means any data provided by each Party to the other under the Contract. Do not disclose fully or partially confidential information to any third party without the written consent of the other Party, except as provided by applicable laws.

13.2. The Supplier hereby undertakes to:

13.2.1. use all information and (or) data received during the performance of the Contract only for the fulfilment of the obligations assumed under this Contract, for the delivery of the Goods provided for in the Tender, for the achievement of the purpose of the public procurement. The Supplier shall ensure that all information and (or) data received will be used only by those specialists of the Supplier who have been specified in the Tender, or

have been replaced in accordance with the procedure provided for in this Contract. Failure to comply with the obligations referred to in this Clause shall be considered an essential breach of the Contract. The Supplier undertakes to indemnify for direct losses incurred due to non-performance or improper performance of the obligation provided for in this clause of the Contract;

13.2.2. keep confidential data and (or) information related to the Contract by all possible means, including but not limited to personal data confidentiality, integrity, not to copy, modify, destroy, distribute, disclose or in any way disclose or transfer them to third parties, not to copy them for commercial, personal or other purposes. The Supplier undertakes to indemnify for all losses incurred due to non-performance or improper performance of the obligation provided for in this clause of the General Conditions of the Contract. Failure to comply with the obligations referred to in this Clause shall be considered an essential breach of the Contract;

13.2.3. ensure confidentiality throughout the performance of the Contract and for an indefinite period thereafter. The Supplier and (or) its subcontractors, employees, specialists, experts shall not have the right to disclose or otherwise disclose or transfer to third parties, except in the case provided for in this clause, information and (or) data obtained or transferred to it during the performance of the Contract as well as nor is it entitled to use the information and (or) data obtained for the performance of the Contract for personal needs or needs of a third party. All information and (or) data provided by the Beneficiary or the CPMA to the Supplier or the said information and (or) data obtained during the performance of the Contract shall be considered confidential. The confidentiality obligations provided for in this Clause shall not apply to the disclosure of information and (or) data obtained during the performance of the Contract, when the obligation to disclose it is provided for in the legal acts of the Republic of Lithuania and/or Beneficiary country. Failure to comply with the confidentiality or data processing obligations referred to in this Clause shall be considered an essential breach of the Contract.

14. DISPUTE RESOLUTION AND APPLICABLE LAW

14.1. All disputes arising between the Parties shall be settled through negotiations. Upon the formation of a dispute, the Parties shall lay down their opinion to the other Parties in writing and propose a solution to the dispute. Having received a proposal to resolve a dispute by negotiation, the Parties shall respond thereto within 14 calendar days. A dispute shall be resolved in no more than 30 calendar days from the start of negotiation.

14.2. In case of a failure to resolve disputes by negotiations, all disputes shall be resolved in court in accordance with current legislation of Lithuania.

14.3. The Contract shall be regulated by national legislation of Lithuania.

14.4. If conditions of any of the Contract are declared invalid, while other conditions of the Contract remain valid, the contractual Parties undertake to amend or supplement this Contract with such provisions, which would reflect their true intentions, which were provided for in the provisions declared invalid, to the maximum.

15. MISCELLANEOUS

15.1. The Parties warrant and represent that they:

15.1.1. have concluded the Contract in good faith, having the objective and seeking to fulfil Contract's conditions and being capable (financially and in terms of having human and other necessary resources and instruments) of actually fulfilling the conditions laid down in the Contract and Annexes thereto;

15.1.2. are solvent, and no bankruptcy or restructuring proceedings have been instituted against them (or are not planned to be instituted against them), and their liquidation is not planned;

15.1.3. have the full right and all the necessary permits, consents, confirmations and powers to conclude this Contract and perform obligations provided for therein;

15.1.4. neither Party to the Contract may assign their rights and duties under the Contract to any third person without the written consent of another contractual Party, except for the cases provided for by laws and other legal acts of the Republic of Lithuania;

15.1.5. keep all documents and information received under the Contract confidential, and shall not have the right to transfer them to any third party, and shall not publish and disclose any provisions of the Contract, except for cases when this is necessary for the performance of the Contract, or which must be disclosed according to applicable legislation, is transferred, published or disclosed. If an agreement cannot be reached on whether some provisions of the Contract must be published or disclosed, the CPMA shall make the final decision thereon. This condition shall remain valid after the termination or expiry of the Contract.

15.2. For the purposes of this Contract, the term "in writing" means by email, post or personal delivery. This clause of the Contract shall be not applied to documents which, in accordance with the legislation of the Parties, must be signed by them and kept in paper form.

15.4. The Contract is concluded in 3 copies, which have equal legal effect, one copy for each Party. The Parties shall sign each sheet of the Contract.

15.5. During the correspondence between the Parties related to the implementation of the terms of this Contract, the Parties exchange letters, reports, inquiries, etc., which are sent, but not limited to via: mail, courier, e-mail.

16. ADDRESSES, BANKING DETAILS AND SIGNATURES OF THE PARTIES

Supplier:

UAB "Volvo Lietuva"
Minsko pl. 9, LT-02121 Vinius
111657016
Bankas: AB SEB
BIC/SWIFT: ESSESESS
IBAN: SE815000000057468281734
Tel. +370 687 10946
E-mail: nedas.jakniunas@renault-trucks.com

Renault Trucks Sales Manager
Nedas Jakniūnas

A. V.
« 19 » 01 20 23

Beneficiary:

Georgian Defence Forces
20, General Kvinitadze Street, Tbilisi, Georgia, postal code 0112
204900483
Bank: -
Account No. -
Tel. +995 32 272 35 35
E-mail: mod@mod.gov.ge

Deputy Chief of Defence Forces of Georgia
Brigadier General Irakli Chichinadze



CPMA:

Public Institution Central Project Management Agency
S. Konarskio str. 13, LT-03109 Vilnius
Company code 126125624
Bank: Luminor Bank AS
Account No. LT43 4010 0510 0473 3416
Tel. +370 5 251 44 00
E-mail: info@cpva.lt

Deputy director
Rasa Suraučiėnė

A. V.
« 19 » 01 20 23



TECHNICAL SPECIFICATION

The Public Entity Central Project Management Agency is planning to purchase trucks with increase off-road capabilities and a canopy add-on structure for transporting equipment, people and goods. The recipient of the goods is the Georgian Defence Forces (Beneficiary).

No.	Feature	Technical specification requirement
1.	Object of procurement	Trucks with increase off-road capabilities and a canopy add-on structure for transporting equipment, people and goods. All vehicles offered under this procurement must be of the same Manufacturer and model.
2.	Delivery location	Tbilisi, Georgia. <i>(The exact delivery address will be provided to the supplier at the time of execution of the contract.)</i>
3.	Vehicle equipment	The vehicle must be so equipped that it can be used for its intended purpose on the territory of the Republic of Georgia without any additional equipment. The scales and other parameters of the measuring instruments must be specified in the metric system of measurement and the vehicle must be designed for use on the right-hand traffic (left-hand steering wheel).
4.	Vehicle manufacturing	The vehicle is new and unused.
5.	Type of vehicle	A truck with a load capacity of at least 5 tonnes.
6.	Preliminary quantities	17 units. <i>Note: The preliminary quantities are for comparison purposes only. The Contracting Authority does not undertake to purchase the entire quantity. The Contracting Authority intends to order the maximum quantity of goods that it can procure within the maximum procurement budget of EUR 2 550 000,00 including VAT.</i>
7.	Number of passengers (with driver)	2 passenger seats and 1 driver seat in the cab.
8.	Ground clearance (For the purpose of this procurement, the ground clearance is the space between the carriageway (e.g. the road) and the lowest part of the bottom of the vehicle under the whole vehicle, including the chassis axles, gearboxes, etc.)	The vehicle has a ground clearance of at least 30 cm. a.) <i>The supplier is requested to submit, together with the tender, the manufacturer's drawings or other supporting documentation for the required clearance, from which the dimensions and location of the clearance can be objectively determined.</i> b.) <i>If the proposed vehicle is to be modified in order to comply with the ground clearance requirement, the supplier must submit with the tender: (1) information or documents confirming the means and manner in which the ground clearance will be increased (e.g. components to be used, description of the modification); (2) information or documents confirming that the modifications will not</i>

		<i>impair the performance and safety of the vehicle (e.g. vehicle manufacturer's approval of the intended modification or other supporting document/information).</i>
9.	Gearbox type	Vehicles with manual or automatic gearboxes.
10.	Engine	Diesel engine at least Euro 3 emissions standard.
11.	Drive axle	All-wheel drive vehicle.
12.	Body and superstructure colour	<ol style="list-style-type: none"> 1. Matte, monochrome, matching the colour scheme of military equipment (e.g. Nato green or Olive green); 2. Frame or parts of the frame and wheels in matt black or other dark colour corresponding to the range of dark colours used by the military. There are no specific color requirements for small frame and superstructure fastening elements (e.g. screws, closing mechanism, etc.); 3. Exterior gloss elements shall be finished in the same body colour or in matt black or other dark colour corresponding to the range of dark colours used by the military; 4. The bottom, chassis and body shall be factory-applied or, if not, additionally coated with corrosion protection.
13.	Cabin heating and ventilation	The vehicle must have a heating system and air conditioning in the cab.
14.	Features and functionalities:	<ol style="list-style-type: none"> 1. Hydraulic cab lift function; 2. Raised roof-level air intake; 3. Trailer coupling device with trailer electrical connection; 4. Equipment and accessories for tyre inflation; 5. A hydraulic lifting device capable of lifting at least 10 tonnes; 6. First aid kit and fire extinguisher of not less than 2 kg.
15.	Tyres	<ol style="list-style-type: none"> 1. Fitted with a set of tyres suitable for a wide range of on-road and off-road surfaces, as well as for winter use; 2. The vehicle must be fitted with a spare wheel of the same size and a tool kit for replacing the wheel.
16.	Requirements for the superstructure <i>The supplier will be required to provide a description of the proposed solution and/or preliminary drawings and visual information with the proposal. The specific dimensions of the rack/cabinet, shelving layout and drawings will have to be agreed between the supplier and CPMA during the performance of the contract.</i>	<ol style="list-style-type: none"> 1. The superstructure shall be covered with a suitable waterproof tarpaulin, easily removable without the need for additional tools, and shall be capable of being held open or closed at the rear of the superstructure; 2. The side-mounted boards shall be easily opened without the use of additional tools; 3. Steps or ladders shall be fitted at the rear of the superstructure and handles shall be fitted at the sides to facilitate access; 4. The front part of the superstructure (behind the driver's cab) shall be fixed and closed up to the top of the superstructure and shall be made of metal. 5. The superstructure frames supporting the tarpaulin part shall be capable of being easily dismantled without the use of tools, or a tool kit shall be provided for the rapid dismantling of the superstructure frame; 6. The floors in the superstructure are slip-resistant and made of metal;

7. At least 10 load securing brackets/hooks installed in the floor;
8. Benches with backrests for transporting at least 10 people shall be installed inside the superstructure and shall be easily dismantled without the need for additional tools (or a set of tools shall be provided). The benches shall be designed and installed in such a way that they do not impede free movement to the tool rack/cabinet, and do not block the main aisle.
9. A fixed rack/cabinet shall be installed at the front of the superstructure (behind the driver's cab) for the transport of tools and equipment. The rack/cabinet shall be so arranged as to be firmly supported and not to move, collapse or equipment and items fall out of the rack/cabinet. The rack/cabinet must be made of metal or aluminum construction (protected against rusting) fully supporting the equipment listed below that will be stored on the shelves.
10. The rack/cabinet must be able to accommodate the following basic tools:
 - a.) Standard size chainsaw with accessories (fuel tank not less than 5 l. chain oil tank not less than 1 l.) (1 pc.),
 - b.) Hammer drill (storage space - tool case to be placed/storage on shelf) (1 pc.),
 - c.) Petrol water pump with hoses (dimensions of storage space at least - width 50 cm, depth 50 cm, height 50 cm, under the rack) (1 pc.),
 - d.) Cordless impact drill (storage location - tool case placed/held on shelf) (1 pc.)
 - e.) Cordless Angle Grinder (storage space - tool case placed/held on a shelf) (1 pc.),
 - f.) Construction site lighting set (storage space - light case placed/held on a shelf and foldable stand) (1 pc.),
 - g.) Demolition/removal hammer at least 9 kg. (storage place - tool case placed/stored on shelf) (1 pc.),
 - h.) Chain hoist (storage space - tool case/basket placed/held on or under shelf, weight 20 to 40 kg) (1 pc.),
 - i.) Cordless nail gun (storage location - tool case placed/held on shelf) (1 pc.),
 - j.) Petrol/diesel generator set 5 kW (storage space dimensions at least - width 90 cm, depth 60 cm, height 70 cm, under a rack) (1 pc.),
 - k.) Welding machine with accessories (helmet, gloves, etc.) (storage space dimensions at least 50 cm wide, 50 cm deep, 50 cm high, on a shelf or under a rack) (1 pc.),
 - l.) Road safety traffic sign set (1 set) consisting of standard size road signs:
 - Road signs, 2 units each (12 units in total) with fold-out stands for the road signs, to distinguish between "STOP" and "GO" road signs, which will have tube-type stands and separate pads for placing the sign:



- 2 pcs. warning signs/markers with flashing light:



- Cones, 8 pcs.:



- Reflective yellow vests, universal size, 2 pcs.

11. The rack/cabinet shall also have space for a minimum of 2 standard sized metal 20 litre fuel cans.
12. The rack/cabinet shall be designed and constructed to accommodate all the tools listed, and the tools shall be locked and secured at the storage points by straps or other anchorage to prevent them from falling out and being damaged during transport, sudden acceleration or braking. The internal shelves shall be designed to carry the tools listed and at least 50 % of the installed shelves shall be adjustable in height. The shelves shall have a padded or rubberised base on which the tools will be placed. There shall also be at least 3 additional empty shelves for storing tools or accessories not included in the list.
13. The lower part of the rack/cabinet should be for the heaviest and largest items (generator, water pump, etc.) and shall have additional fixing points/hooks in the floor to which the equipment is attached.
14. For tool attachment, straps shall be included for locking all tools in all shelves or tool storage areas, and the straps shall be designed for quick locking and unlocking (e.g. the strap hooks onto the attachment points with a hook and clamps the tool as it is tightened).

17. Marking of vehicles with a publicity sign

The supplier must, at his own expense, ensure that the goods are marked with a publicity sign: the European Union emblem (twelve yellow stars on a blue background) and the acknowledgement "Funded by the European Union". The acknowledgement and the EU emblem must be of such a size that they are clearly visible. The surface of the publicity sign must be non-glossy. The supplier must coordinate the location of the publicity with the purchasing organization.

18. Warranty

1. The object of procurement must be covered by a warranty of at least 24 months and at least 100,000 km, whichever comes first.
 - a.) If the vehicle is not converted/modified, the whole vehicle must be covered by the factory warranty. The supplier must submit with the tender a manufacturer's attestation, declaration or other document attesting compliance with the requirement.
 - b.) If the vehicle is to be reworked/modified, the part of the vehicle that is not to be reworked must be covered by

		<p>the factory warranty, and the part that is to be reworked must be covered by the vehicle manufacturer's factory warranty, or by the warranty of the supplier who has carried out the work on the vehicle being reworked/modified. <u>The supplier must submit with the tender a manufacturer's approval, declaration, certificate or other document confirming that the supplier is authorised to modify the vehicle and that the manufacturer's warranty will apply to the whole or any unmodified part of the vehicle. If the manufacturer does not provide a factory warranty for the whole vehicle and, consequently, only the unmodified part of the vehicle is covered by the warranty, the supplier must also submit with the tender a certificate, declaration or other document from the supplier who carried out the conversion/modification work, confirming that the warranty is valid for the modified part of the vehicle.</u></p> <ol style="list-style-type: none"> 2. The warranty must be provided by the Supplier and/or by the manufacturer and/or its representative at a garage specified by the Supplier in the territory of the Republic of Georgia, and if there is no service station of the Supplier, the manufacturer or its representative in the territory specified, the vehicle must be transported and returned by the Supplier for warranty service from the beneficiary's locations at the expense of the Supplier. 3. The servicing and maintenance of the vehicle shall not be included in the scope of this procurement, but the Beneficiary shall be able to have the vehicle serviced and maintained during the warranty period at a service centre specified by the Supplier, the manufacturer or its representative in the territory of the Republic of Georgia, or, if there are no such service centres in the territory of Georgia specified by the Supplier or its representative, the vehicle shall be taken for servicing and maintenance from the Beneficiary's location by the Supplier, to be transported to and from at the expense of the Supplier.
19.	Documentation to be provided by the Supplier with the Goods	<ol style="list-style-type: none"> 1. Vehicle maintenance and user manual in English and in the beneficiary's language, printed, one manual per vehicle; 2. the manufacturer's requirements for servicing the proposed vehicles in English and in the languages of the beneficiary; 3. a list of warranty and service centres for the proposed vehicles in Republic of Georgia.

NOTES:

The supplier shall submit with the tender documents (manufacturer's technical descriptions, test reports, certificates, licences and/or other documents) confirming the conformity of the specified values with the requirements.

Where the technical specification indicates a specific model or source of supply, a specific process specific to the goods or services supplied by a particular supplier, or a trademark, patent, types, specific origin or manufacture, it shall be understood that these characteristics are indicative only and that the suppliers are

free to offer an equivalent option. The supplier must demonstrate the equivalence referred to in this paragraph.

In the event that the technical specification specifies values/parameters for a particular technical characteristic, suppliers may offer goods whose performance values/parameters are not inferior to those specified (better performance goods may be offered).

INVOICE No.

Date: _____

Supplier:

Name:

Address:

Company code:

VAT payer code:

Bank:

Bank code (SWIFT):

Bank account (IBAN) No.:

Buyer:

Name:

Address:

Company code:

Payer:

Name: PI Central Project Management Agency

Address: S. Konarskio str. 13, LT-03109 Vilnius

Company code: 126125624

Goods name	Unit of measure	Quantity	Unit price without VAT, Eur	Total without VAT, Eur	VAT rate, %	VAT, Eur	Total with VAT, Eur
[Goods according to the _____ No. 20 / _____ dated of _____ _____ 20 _____]							
Total							

Total to be paid EUR

* Invoice form may be adapted according to the needs of the Parties

INTERIM/FINAL ACT OF TRANSFER – ACCEPTANCE

Pursuant to the Contract No. _____ of ____ 20__

I. Subject		
1. The present act is to certify that:		
1.1. the Supplier has delivered the Goods according to the Technical Specification:		
Name of goods (services, work)		Cost, EUR
1.2. The CPMA and Beneficiary have accepted Goods according to the Technical specification, as delivered on time and meeting the requirements specified in the Contract and its annexes. The Parties don't have claims to each other;		
1.3. Beneficiary has accepted the Goods according to the list indicated in Clause 1.1. of this Act for its ownership.		
<i>In the event of defects being discovered at the time of acceptance of the Goods, the following provisions shall apply instead of paragraphs 1.2 to 1.3 above</i>		
<i>(To be deleted if not applicable):</i>		
1.2 The CPMA/ Beneficiary has remarks on the quantity/or quality of Goods delivered and/or detected defects in the quality of the Goods supplied and/or deviations from the requirements set in the Contract and its annexes (a list of defects/deviations found is attached to this Act) and accepts Goods partly (if applicable) according to the list indicated in Clause 1.1. of this Act;		
1.3 The CPMA/Beneficiary has set the following time limit for rectification of the defects/deviations of Goods _____ (please indicate).		
II. Settlements		
2.1. The value of the Goods delivered by the Supplier according to the list indicated in Clause 1.1. of this Act amounts to _____ EUR (including VAT and all related taxes).		
III. Legal effect of the act		
3.1. The present act is drawn up in 3 (three) copies all having an identical legal effect, one copy for each of the Parties.		
IV. Place of unloading, address		
4.1. <i>full address in English</i>		
<i>full address in Beneficiary's language</i>		
V. Signatures of the Parties		
BUYER	PAYER	SUPPLIER/SUPPORT SENDER
Date and signature, stamp	Date and signature, stamp	Date and signature, stamp

TENDER OF SUPPLIER



Annex 4 to the Procurement Terms "Tender Form"

TENDER
**FOR TRUCKS WITH INCREASE OFF-ROAD CAPABILITIES AND A CANOPY ADD-
 ON STRUCTURE PROCUREMENT**

2022-12-02

(date)

Vinius

(location)

To the Public Institution Central Project Management Agency

1. INFORMATION ABOUT THE SUPPLIER:

Name of supplier (In the case of a group of suppliers, the names of all members of the group: Responsible partner: Partner No. 1: Partner No. 2, etc.)	VOLVO LIETUVA, UAB Minsko pl. 9, LT-02121 Vilnius, Lietuva Įm. k. 111657016
--	---

2. INFORMATION ON THE ECONOMIC OPERATORS ON WHOSE CAPACITY THE SUPPLIER RELIES TO MEET THE CONTRACTING AUTHORITY'S QUALIFICATION REQUIREMENTS
(the quasi-suppliers, i.e. the natural persons to be employed in the event of the contract being successful, shall also be identified)
(to be completed if the supplier makes use of the capacities of other economic operators in accordance with Article 49 of the LPP.)

No.	Name, legal entity code, address of the economic operator	Reference to the clause in the contract notice for which the capacity of the economic operator is relied upon	Description of the part of the subject-matter of the contract to be subcontracted
1.			
2.			

3. INFORMATION ON KNOWN SUBCONTRACTORS AND THE PARTS OF THE CONTRACT TO BE SUBCONTRACTED
(to be completed if the supplier uses sub-suppliers)

No.	Name, legal entity code, address of the subcontractor	Description of the part of the subject-matter of the contract to be subcontracted
1.		
2.		

4. PRICE OF THE TENDER

No.	Object of procurement	Preliminary quantity ¹	Unit price ² EUR excl. VAT	Total price EUR excl. VAT (3x4)
1	2	3	4	5
4.1.	Trucks with increase off-road capabilities and a canopy add-on structure	17	98 900,00	1 681 300,00
Tender price in EUR excluding VAT (sum of values in column 5)				1 681 300,00
VAT rate ³ (to be completed if applicable)				0
Tender price EUR incl. VAT ⁴				1 681 300,00

* This price includes all costs and all taxes (excluding costs and/or taxes related to the importation of goods).

5. TECHNICAL AND OTHER REQUIREMENTS OF THE GOODS OFFERED BY THE SUPPLIER

Manufacturer's name and model of the goods offered by the Supplier – RENAULT TRUCKS

No.	Feature	Technical specification requirement	The parameters of the offered product (indicate by the Supplier)
1.	Object of procurement	Trucks with increase off-road capabilities and a canopy add-on structure for transporting equipment, people and goods. All vehicles offered under this procurement must be of the same Manufacturer and model.	YES, Trucks with increase off-road capabilities and a canopy add-on structure for transporting equipment, people and goods. All vehicles offered under this procurement WILL BE of the same Manufacturer and model – RENAULT D
2.	Delivery location	Tbilisi, Georgia. (The exact delivery address will be provided to the supplier at the time of execution of the contract.)	YES, Tbilisi, Georgia.
3.	Vehicle equipment	The vehicle must be so equipped that it can be used for its intended purpose on the territory of the Republic of Georgia without any additional equipment. The scales and other parameters of the measuring instruments must be specified in the metric	YES, The vehicle WILL be so equipped that it can be used for its intended purpose on the territory of the Republic of Georgia without any additional equipment. The scales and other parameters of the measuring

¹ The preliminary quantities specified and the tender price are for tender comparison purposes only. The Contracting Authority does not undertake to purchase the entire quantity. Goods will be ordered according to the CPMA and Beneficiary's needs, but not exceeding the maximum amount – 2 550 000 Eur including VAT.

² The prices in the tender shall be rounded to two decimal places.

³ In cases where the supplier does not have to pay VAT according to the applicable legislation, the supplier does not fill in the relevant sections and indicates the reasons for not paying VAT. We note that Goods and/or services supplied in the Georgia are subject to 0% tax. VAT because:

- Exemption of registered project from payment of VAT;

- If the purchased goods will be exported to Georgia, all export procedures and documents relating to the export of the purchased goods are handled and signed by the Supplier. In this respect, the Supplier will issue an invoice at a 0% VAT rate.

⁴ Please note that the price of the Supplier's offer may exceed the maximum amount of funds available for the procurement as set out in paragraph 1.16 of the Specific Part of the Procurement conditions, but this value may not exceed the value recorded in the Commission's internal documents (not to be made publicly available), beyond which it would be considered that the price of the offer is too high and not acceptable.

		system of measurement and the vehicle must be designed for use on the right-hand traffic (left-hand steering wheel).	instruments WILL be specified in the metric system of measurement and the vehicle WILL be designed for use on the right-hand traffic (left-hand steering wheel).
4.	Vehicle manufacturing	The vehicle is new and unused.	YES, The vehicle is new and unused.
5.	Type of vehicle	A truck with a load capacity of at least 5 tonnes.	YES, A truck with a load capacity 5 tonnes.
6.	Preliminary quantities	17 units. <i>Note: The preliminary quantities are for comparison purposes only. The Contracting Authority does not undertake to purchase the entire quantity. The Contracting Authority intends to order the maximum quantity of goods that it can procure within the maximum procurement budget of EUR 2 550 000,00 including VAT.</i>	YES, 17 units
7.	Number of passengers (with driver)	2 passenger seats and 1 driver seat in the cab.	YES, 2 passenger seats and 1 driver seat in the cab.
8.	Ground clearance (For the purpose of this procurement, the ground clearance is the space between the carriageway (e.g. the road) and the lowest part of the bottom of the vehicle under the whole vehicle, including the chassis axles, gearboxes, etc.)	The vehicle has a ground clearance of at least 30 cm. <i>a.) The supplier is requested to submit, together with the tender, the manufacturer's drawings or other supporting documentation for the required clearance, from which the dimensions and location of the clearance can be objectively determined.</i> <i>b.) If the proposed vehicle is to be modified in order to comply with the ground clearance requirement, the supplier must submit with the tender: (1) information or documents confirming the means and manner in which the ground clearance will be increased (e.g. components to be used, description of the modification); (2) information or documents confirming that the modifications will not impair the performance and safety of the vehicle (e.g. vehicle manufacturer's approval of the intended modification or other supporting document/information).</i>	YES, The vehicle has a ground clearance of - front 374 mm / 336 mm
9.	Gearbox type	Vehicles with manual or automatic gearboxes.	YES, Manual

10.	Engine	Diesel engine at least Euro 3 emissions standard.	YES, Diesel engine Euro 3 emissions standard.
11.	Drive axle	All-wheel drive vehicle.	YES, All-wheel drive vehicle.
12.	Body and superstructure colour	<ol style="list-style-type: none"> 1. Matte, monochrome, matching the colour scheme of military equipment (e.g. Nato green or Olive green); 2. Frame or parts of the frame and wheels in matt black or other dark colour corresponding to the range of dark colours used by the military. There are no specific color requirements for small frame and superstructure fastening elements (e.g. screws, closing mechanism, etc.); 3. Exterior gloss elements shall be finished in the same body colour or in matt black or other dark colour corresponding to the range of dark colours used by the military; 4. The bottom, chassis and body shall be factory-applied or, if not, additionally coated with corrosion protection. 	<p>YES,</p> <ol style="list-style-type: none"> 1. Matte, monochrome, matching the colour scheme of military equipment - Nato green 2. Frame or parts of the frame and wheels in matt grey. 3. Exterior gloss elements will be finished in the same body colour or in matt black or other dark colour corresponding to the range of dark colours used by the military; 4. The bottom, chassis and body will be factory-applied with corrosion protection.
13.	Cabin heating and ventilation	The vehicle must have a heating system and air conditioning in the cab.	YES, The vehicle WILL have a heating system and air conditioning in the cab.
14.	Features and functionalities:	<ol style="list-style-type: none"> 1. Hydraulic cab lift function; 2. Raised roof-level air intake; 3. Trailer coupling device with trailer electrical connection; 4. Equipment and accessories for tyre inflation; 5. A hydraulic lifting device capable of lifting at least 10 tonnes; 6. First aid kit and fire extinguisher of not less than 2 kg. 	<p>YES,</p> <ol style="list-style-type: none"> 1. Hydraulic cab lift function; 2. Raised roof-level air intake; 3. Trailer coupling device with trailer electrical connection; 4. Equipment and accessories for tyre inflation, 5. A hydraulic lifting device capable of lifting at least 10 tonnes; 6. First aid kit and fire extinguisher of not less than 2 kg.
15.	Tyres	<ol style="list-style-type: none"> 1. Fitted with a set of tyres suitable for a wide range of on-road and off-road surfaces, as well as for winter use; 2. The vehicle must be fitted with a spare wheel of the same size and a tool kit for replacing the wheel. 	<p>YES,</p> <ol style="list-style-type: none"> 1. Fitted with a set of tyres suitable for a wide range of on-road and off-road surfaces, as well as for winter use; 2. The vehicle WILL be fitted with a spare wheel of the same size and a tool kit for replacing the wheel.
16.	Requirements for the superstructure <i>The supplier will be required to provide a</i>	<ol style="list-style-type: none"> 1. The superstructure shall be covered with a suitable waterproof tarpaulin, easily removable without the need for additional tools, and shall be capable of 	<p>YES,</p> <ol style="list-style-type: none"> 1. The superstructure WILL be covered with a suitable waterproof

description of the proposed solution and/or preliminary drawings and visual information with the proposal. The specific dimensions of the rack/cabinet, shelving layout and drawings will have to be agreed between the supplier and CPMA during the performance of the contract.

- being held open or closed at the rear of the superstructure;
2. The side-mounted boards shall be easily opened without the use of additional tools;
 3. Steps or ladders shall be fitted at the rear of the superstructure and handles shall be fitted at the sides to facilitate access;
 4. The front part of the superstructure (behind the driver's cab) shall be fixed and closed up to the top of the superstructure and shall be made of metal.
 5. The superstructure frames supporting the tarpaulin part shall be capable of being easily dismantled without the use of tools, or a tool kit shall be provided for the rapid dismantling of the superstructure frame;
 6. The floors in the superstructure are slip-resistant and made of metal;
 7. At least 10 load securing brackets/hooks installed in the floor;
 8. Benches with backrests for transporting at least 10 people shall be installed inside the superstructure and shall be easily dismantled without the need for additional tools (or a set of tools shall be provided). The benches shall be designed and installed in such a way that they do not impede free movement to the tool rack/cabinet, and do not block the main aisle.
 9. A fixed rack/cabinet shall be installed at the front of the superstructure (behind the driver's cab) for the transport of tools and equipment. The rack/cabinet shall be so arranged as to be firmly supported and not to move, collapse or equipment and items fall out of the rack/cabinet. The rack/cabinet must be made of metal or aluminum construction (protected against rusting) fully supporting the equipment listed below that will be stored on the shelves.
 10. The rack/cabinet must be able to accommodate the following basic tools:
 - a.) Standart size chainsaw with accessories (fuel tank not less than 5 l, chain oil tank not less than 1 l.) (1 pc.),
- tarpaulin, easily removable without the need for additional tools, and WILL be capable of being held open or closed at the rear of the superstructure;
2. The side-mounted boards WILL be easily opened without the use of additional tools;
 - 3 Steps or ladders WILL be fitted at the rear of the superstructure and handles WILL be fitted at the sides to facilitate access;
 4. The front part of the superstructure (behind the driver's cab) WILL be fixed and closed up to the top of the superstructure and WILL be made of metal.
 5. The superstructure frames supporting the tarpaulin part WILL be capable of being easily dismantled without the use of tools, or a tool kit WILL be provided for the rapid dismantling of the superstructure frame;
 6. The floors in the superstructure are slip-resistant and made of metal;
 7. At least 10 load securing brackets/hooks installed in the floor;
 8. Benches with backrests for transporting at least 10 people shall be installed inside the superstructure and shall be easily dismantled without the need for additional tools (or a set of tools shall be provided). The benches shall be designed and installed in such a way that they do not impede free movement to the tool rack/cabinet, and do not block the main aisle.
 9. A fixed rack/cabinet WILL be installed at the front of the superstructure (behind the driver's cab) for the transport of tools and equipment. The rack/cabinet WILL be so arranged as to be firmly supported and not to move, collapse or equipment and items fall out of the rack/cabinet. The rack/cabinet WILL

- b.) Hammer drill (storage space - tool case to be placed/storage on shelf) (1 pc.),
- c.) Petrol water pump with hoses (dimensions of storage space at least - width 50 cm, depth 50 cm, height 50 cm, under the rack) (1 pc.),
- d.) Cordless impact drill (storage location - tool case placed/held on shelf) (1 pc.)
- e.) Cordless Angle Grinder (storage space - tool case placed/held on a shelf) (1 pc.),
- f.) Construction site lighting set (storage space - light case placed/held on a shelf and foldable stand) (1 pc.),
- g.) Demolition/removal hammer at least 9 kg. (storage place - tool case placed/stored on shelf) (1 pc.),
- h.) Chain hoist (storage space - tool case/basket placed/held on or under shelf, weight 20 to 40 kg) (1 pc.),
- i.) Cordless nail gun (storage location - tool case placed/held on shelf) (1 pc.),
- j.) Petrol/diesel generator set 5 kW (storage space dimensions at least - width 90 cm, depth 60 cm, height 70 cm, under a rack) (1 pc.),
- k.) Welding machine with accessories (helmet, gloves, etc.) (storage space dimensions at least 50 cm wide, 50 cm deep, 50 cm high, on a shelf or under a rack) (1 pc.),
- l.) Road safety traffic sign set (1 set) consisting of standard size road signs:
- Road signs, 2 units each (12 units in total) with fold-out stands for the road signs, to distinguish between "STOP" and "GO" road signs, which will have tube-type stands and separate pads for placing the sign:



- 2 pcs. warning signs/markers with flashing light:



- Cones, 8 pcs.:



be made of metal or aluminum construction (protected against rusting) fully supporting the equipment listed below that will be stored on the shelves.

10. The rack/cabinet WILL be able to accommodate the following basic tools:

a.) Standart size chainsaw with accessories (fuel tank not less than 5 l. chain oil tank not less than 1 l.) (1 pc.),

b.) Hammer drill (storage space - tool case to be placed/storage on shelf) (1 pc.),

c.) Petrol water pump with hoses (dimensions of storage space at least - width 50 cm, depth 50 cm, height 50 cm, under the rack) (1 pc.),

d.) Cordless impact drill (storage location - tool case placed/held on shelf) (1 pc.)

e.) Cordless Angle Grinder (storage space - tool case placed/held on a shelf) (1 pc.),

f.) Construction site lighting set (storage space - light case placed/held on a shelf and foldable stand) (1 pc.),

g.) Demolition/removal hammer at least 9 kg. (storage place - tool case placed/stored on shelf) (1 pc.),

h.) Chain hoist (storage space - tool case/basket placed/held on or under shelf, weight 20 to 40 kg) (1 pc.),

i.) Cordless nail gun (storage location - tool case placed/held on shelf) (1 pc.),

j.) Petrol/diesel generator set 5 kW (storage space dimensions at least - width 90 cm, depth 60 cm, height 70 cm, under a rack) (1 pc.),

k.) Welding machine with accessories (helmet, gloves, etc.) (storage space dimensions at least 50 cm wide, 50 cm deep, 50 cm high, on a shelf or under a rack) (1 pc.),

l.) Road safety traffic sign set (1 set) consisting of standard size road signs:

	<p>- Reflective yellow vests, universal size, 2 pcs.</p> <p>11. The rack/cabinet shall also have space for a minimum of 2 standard sized metal 20 litre fuel cans.</p> <p>12. The rack/cabinet shall be designed and constructed to accommodate all the tools listed, and the tools shall be locked and secured at the storage points by straps or other anchorage to prevent them from falling out and being damaged during transport, sudden acceleration or braking. The internal shelves shall be designed to carry the tools listed and at least 50 % of the installed shelves shall be adjustable in height. The shelves shall have a padded or rubberised base on which the tools will be placed. There shall also be at least 3 additional empty shelves for storing tools or accessories not included in the list.</p> <p>13. The lower part of the rack/cabinet should be for the heaviest and largest items (generator, water pump, etc.) and shall have additional fixing points/hooks in the floor to which the equipment is attached.</p> <p>14. For tool attachment, straps shall be included for locking all tools in all shelves or tool storage areas, and the straps shall be designed for quick locking and unlocking (e.g. the strap hooks onto the attachment points with a hook and clamps the tool as it is tightened).</p>	<p>-Road signs, 2 units each (12 units in total) with fold-out stands for the road signs, to distinguish between "STOP" and "GO" road signs, which will have tube-type stands and separate pads for placing the sign:</p> <p>-2 pcs. warning signs/markers with flashing light:</p> <p>-Cones, 8 pcs.:</p> <p>- Reflective yellow vests, universal size, 2 pcs.</p> <p>11. The rack/cabinet WILL also have space for a minimum of 2 standard sized metal 20 litre fuel cans.</p> <p>12. The rack/cabinet WILL be designed and constructed to accommodate all the tools listed, and the tools shall be locked and secured at the storage points by straps or other anchorage to prevent them from falling out and being damaged during transport, sudden acceleration or braking. The internal shelves shall be designed to carry the tools listed and at least 50 % of the installed shelves shall be adjustable in height. The shelves WILL have a padded or rubberised base on which the tools will be placed. There WILL also be at least 3 additional empty shelves for storing tools or accessories not included in the list.</p> <p>13. The lower part of the rack/cabinet WILL be for the heaviest and largest items (generator, water pump, etc.) and WILL have additional fixing points/hooks in the floor to which the equipment is attached.</p> <p>For tool attachment, straps WILL be included for locking all tools in all shelves or tool storage areas, and the straps WILL be designed for quick locking and unlocking (e.g. the strap hooks onto the attachment points with a hook and clamps the tool as it is tightened).</p>
17. Marking of vehicles with a publicity sign	The supplier must, at his own expense, ensure that the goods are marked with a	YES, The supplier WILL, at his own expense, ensure that the goods are

18. Warranty

publicity sign: the European Union emblem (twelve yellow stars on a blue background) and the acknowledgement "Funded by the European Union". The acknowledgement and the EU emblem must be of such a size that they are clearly visible. The surface of the publicity sign must be non-glossy. The supplier must coordinate the location of the publicity with the purchasing organization.

marked with a publicity sign: the European Union emblem (twelve yellow stars on a blue background) and the acknowledgement "Funded by the European Union". The acknowledgement and the EU emblem must be of such a size that they are clearly visible. The surface of the publicity sign must be non-glossy. The supplier WILL coordinate the location of the publicity with the purchasing organization

1. The object of procurement must be covered by a warranty of at least 24 months and at least 100,000 km, whichever comes first.

YES,

1. The object of procurement WILL be covered by a warranty of at least 24 months and at least 100,000 km, whichever comes first.

a.) If the vehicle is not converted/modified, the whole vehicle must be covered by the factory warranty. The supplier must submit with the tender a manufacturer's attestation, declaration or other document attesting compliance with the requirement.

2. The warranty WILL be provided by the Supplier and by the manufacturer and its representative at a garage specified by the Supplier in the territory of the Republic of Georgia.

b.) If the vehicle is to be reworked/modified, the part of the vehicle that is not to be reworked must be covered by the factory warranty, and the part that is to be reworked must be covered by the vehicle manufacturer's factory warranty, or by the warranty of the supplier who has carried out the work on the vehicle being reworked/modified. The supplier must submit with the tender a manufacturer's approval, declaration, certificate or other document confirming that the supplier is authorized to modify the vehicle and that the manufacturer's warranty will apply to the whole or any unmodified part of the vehicle. If the manufacturer does not provide a factory warranty for the whole vehicle and, consequently, only the unmodified part of the vehicle is covered by the warranty, the supplier must also submit with the tender a certificate, declaration or other document from the supplier who carried out the conversion/modification work, confirming that the warranty is valid for the modified part of the vehicle.

3. The servicing and maintenance of the vehicle WILL not be included in the scope of this procurement, but the Beneficiary shall be able to have the vehicle serviced and maintained during the warranty period at a service centre specified by the Supplier, the manufacturer or its representative in the territory of the Republic of Georgia.

	19. Documentation to be provided by the Supplier with the Goods	<p>2. The warranty must be provided by the Supplier and/or by the manufacturer and/or its representative at a garage specified by the Supplier in the territory of the Republic of Georgia, and if there is no service station of the Supplier, the manufacturer or its representative in the territory specified, the vehicle must be transported and returned by the Supplier for warranty service from the beneficiary's locations at the expense of the Supplier.</p> <p>3. The servicing and maintenance of the vehicle shall not be included in the scope of this procurement, but the Beneficiary shall be able to have the vehicle serviced and maintained during the warranty period at a service centre specified by the Supplier, the manufacturer or its representative in the territory of the Republic of Georgia, or, if there are no such service centres in the territory of Georgia specified by the Supplier or its representative, the vehicle shall be taken for servicing and maintenance from the Beneficiary's location by the Supplier, to be transported to and from at the expense of the Supplier.</p> <p>1. Vehicle maintenance and user manual in English and in the beneficiary's language, printed, one manual per vehicle;</p> <p>2. the manufacturer's requirements for servicing the proposed vehicles in English and in the languages of the beneficiary;</p> <p>3. a list of warranty and service centres for the proposed vehicles in Republic of Georgia.</p>	<p>YES,</p> <p>1. Vehicle maintenance and user manual in English and in the beneficiary's language, printed, one manual per vehicle;</p> <p>2. the manufacturer's requirements for servicing the proposed vehicles in English and in the languages of the beneficiary;</p> <p>3. a list of warranty and service centres for the proposed vehicles in Republic of Georgia.</p>
--	---	--	---

Note: The supplier will be required to submit with the tender documents (manufacturer's technical descriptions and/or other documents) confirming that the characteristics of the goods offered by the supplier comply with the requirements.

6. REQUIRED DOCUMENTS AND CONFIDENTIALITY INFORMATION

Unless otherwise specified, all documents shall be submitted with the tender by means of CPP 15.

No.	Document	Does the document contain confidential information? (Yes / No)	Explanation of what specific information in the document is confidential and why
1	2	3	4

1.	Copy of the joint operating agreement (in the case of a proposal submitted by a group of economic operators)	NOT APPLICABLE	NOT APPLICABLE
2.	A copy of the power of attorney or other document authorising the submission and/or signing of the tender and other documents (if the tender is not submitted by the head of the supplier, or by the head of the members of a group of economic operators, or of subcontractors, or by the head of the economic operators on whose capacity the supplier relies)	YES	PERSONAL DATA
3.	If the supplier uses economic operators, evidence that these resources will be available for the entire duration of the contractual obligations	NOT APPLICABLE	NOT APPLICABLE
4.	Signed ESPD (Annex 3 "ESPD" (xml format) to the Purchase Conditions). *A separate ESPD to be completed by: 1) supplier; 2) each member of the group of suppliers (in the case of a group of suppliers); 3) each economic operator on whose capacity the supplier relies in accordance with Article 49 of the LPP (if any) (excluding quasi-suppliers)	YES	PERSONAL DATA
5.	Technical and / or other documents confirming the compliance of the goods offered by the supplier with the requirements of the Technical Specification	YES	Commercial and industrial secret
6.	Other documents, if required by the Procurement Terms		

7. OTHER INFORMATION

To be completed if the supplier, which is a legal person, has a collegiate management or supervisory body member(s) or other person(s) with the right to represent or control the supplier, to take a decision on its behalf, to enter into a contract, or an accountant(s) or other person(s) with the right to draw up and sign the supplier's accounting documents (Article 46(2)(2) of the LPP).

This information does not need to be submitted with the proposal. The supplier will be obliged to provide this information on request of the contracting authority.

The Supplier will be required to provide documentation confirming that the persons (if any) referred to in this table do not have the grounds for exclusion provided for in Article 46(1) of the LPP.

No.	Name, surname	Occupation
1	2	3

By signing this tender, I certify that:

- I am familiar with the procurement documents, as well as with the applicable laws of the Republic of Lithuania, sub-legislative legal acts, which regulate the procedure for conducting public procurements and which may have an impact on any relations between the contracting authority and the supplier, arising out of and/or related to this procurement;
- I accept the conditions and procedures set out in the Procurement Terms;
- The data and information provided in the tender documents are correct and include everything necessary for the proper performance of the contract;
- The supplier, its subcontractors, the economic entities whose capacities are relied upon, or persons controlling them, and the goods offered by the supplier (including their components and manufacturers of goods and parts thereof) do not pose a threat to the national security of the beneficiary state;
- The supplier, the subcontractor, the economic entities whose capacities are relied upon, the manufacturer of the goods offered by the supplier (including their components) or the persons controlling them are legal persons who are not registered in the states or territories listed in paragraph 15 of Article 92 of the Law on Public Procurement; the supplier, the subcontractor, the economic entities whose capacities are relied upon, the manufacturer of the goods offered by the supplier (including their components) or the persons controlling them are natural persons who are not permanently resident in the states or territories specified in the list provided for in paragraph 15 of Article 92 of the Law on Public Procurement or who hold citizenship of these states; the goods (including their components) do not originate or the services are not provided from the states or territories listed in paragraph 15 of Article 92 of the Law on Public Procurement; the specified entities do not have an interest likely to pose a threat to national security. This item shall apply in the event of mobilisation, war, a state of emergency or when the Government of the Republic of Lithuania, having assessed the risk that the factors which led to the declaration of mobilisation, the imposition of martial law or a state of emergency, pose a threat to national security, has adopted a decision on the application of the provision of Paragraph 2² of Article 45 of the Law on Public Procurement;
- The supplier, subcontractors, and entities whose capacity are relied upon (where they account for 10 % of the contract value) are not subject to restrictions imposed by Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, including the amendments made by Council Regulation 2022/576 of 8 April 2022;
- The supplier is not subject to the restrictions imposed by Council Regulation (EU) No 269/2014 of 17 March 2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine, including amendments made by Council Regulation (EU) No 2022/581 of 8 April 2022;
- The contract will be carried out only by persons entitled to carry out the relevant activities;
- The tender shall be valid for the period specified in the relevant clause of Section 1 of the Special Conditions of Contract.

Pardavimo direktorius

(Place of the Supplier or its authorized representative's address)

(Signature*)

Nedas Jakniūnas

(Name, surname)

* Where the entire proposal is signed by electronic signature, the proposal does not need to be signed separately. By signing the tender, the supplier certifies the authenticity of the annexes accompanying the tender. In this case, the annexes to the tender may not be signed separately.