

**CONTRACT FOR PORTABLE VITAL SIGNS MONITOR/DEFIBRILLATOR IN TRANSPORT CASE**

Special Conditions of the Contract

2024-08-22 No. 2024/4-1-387

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The Public Institution Central Project Management Agency (CPVA or Payer), represented by [REDACTED]

By the Georgian Defence Forces (Beneficiary or Buyer), represented by [REDACTED]

and [REDACTED]

UAB Valdmedika (Supplier), represented [REDACTED]

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)	<b>Portable vital signs monitor/defibrillator in transport case</b> (hereinafter referred to as Goods) according to Technical Specification and Tender on the Procurement of "3.5G Portable vital signs monitor/defibrillator in transport case" of the Supplier.
1.2.	Quantity of Goods	<p><b>The minimum quantity – 3 units.</b>  <b>The maximum quantity – 4 units.</b></p> <p><b>3 units of Goods make up Project No. 1 (Goods for the Project No. 1).</b>  <b>For Goods intended for Project no. 1 Order is not provided/not required.</b>  <b>The Supplier will be obliged to provide the Goods of Project No. 1 within the terms of submission which are provided for in clause 2.1.1. of the Special Conditions of the Contract.</b></p> <p><b>1 unit of Goods make up Project No. 2 (Goods for the Project No. 2)</b>  <b>Goods for Project no. 2 are delivered in accordance with the Order, the terms of submission of which are provided for in clause 1.5. of the Special Conditions of the Contract.</b></p>
1.3.	Place of delivery of the Goods	<p>Tbilisi, Georgia.</p> <p>The exact place of delivery of the Goods will be specified by the Beneficiary 7 days before the expected delivery of the Goods.</p>
1.4.	Project	<p>Goods for Project No. 1 are financed under the Decisions No 2023/920 of the Council of the European Union of 4 May 2023 on an assistance measure under the European Peace Facility to support the Georgian Defence Forces</p> <p>Regarding Goods for Project No. 2, it is planned to adopt the necessary decision of the Council of the European in the III – IV quarter of 2024.</p>

1.5.	Order of the Goods for the Project No. 2	<p>CPVA shall send an inquiry to the Supplier on Goods for the Project No 2. The Supplier must answer in 3 working days.</p> <p>After receiving sufficient information CPVA shall place an Order for the goods to the Supplier for the supply.</p> <p>The order for these Goods must be submitted no later than December 31, 2024.</p> <p>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</p>
1.6.	The possibility to purchase goods and / or services not specified in the technical specification	<p>If necessary, CPVA 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.</p>
1.7.	Order of the Goods not specified in technical specification:	<p>CPVA shall send an inquiry to the Supplier on goods not specified in the technical specification by email.</p> <p>The Supplier must answer in 3 working days.</p> <p>After receiving sufficient information CPVA shall place an Order for the goods to the Supplier for the supply.</p> <p>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.</p>

## 2. THE TERM OF DELIVERY OF THE GOODS

2.1	The term of delivery of the Goods	<p>2.1.1. Goods for the Project No. 1 must be delivered within 3 months from the entering into force of this Contract</p> <p>2.1.2. Goods for the Project No. 2 must be delivered within three months of the order.</p>
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	<p>The Supplier should prepare and agree with the CPVA and the Beneficiary a free form Schedule for delivery of the Goods</p> <p>During the preparation of the schedule, the supplier and the CPVA also agree on the periodicity and form of providing information on the progress/status of the supply (production) of goods.</p>	<p>No later than 10 days after the entry into force of the Contract. The Supplier shall notify the CPVA and the Beneficiary at least 10 days before the intended delivery of the Goods.</p>

## 3. CONTRACT PRICE

3.1	Pricing	This is a fixed rate Contract.
3.2	Maximum Contract price	<p>84.000,00 Eur excluding value added tax (VAT)</p> <p>84.000,00 Eur including VAT</p>

3.3	Price for the Goods or Price(s) (rate(s)) for the Good(s)	The price (rate) for the Good, specified in the Technical Specification, 21.000,00 Eur including VAT. The rate of VAT is 0 % 21.000,00 Eur excluding VAT.
3.4	Advance payment	No more than 30 percent of the ordered amount 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 3.3, from the amount(s) payable to the Supplier.
3.6	Interim payments	Interim payments will be made after the delivery of Goods and signing of the Interim Act of Transfer-Acceptance of Goods as indicated in Clause 4 of the Special Conditions.
3.7	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 procedure according to the Clause 2 of the General Part of the Contract.

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, CPVA 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 Clauses 1.2, 1.5 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.

4.1.4. The payment procedure and terms are specified in Chapter 2 of the General conditions of the Contract

#### 5. LIABILITY OF THE PARTIES

5.1.	If the CPVA fails to make payments in accordance with the conditions laid down in the Contract, the Supplier shall have the right to ask the CPVA to pay interest of:	0,03 percent of the outstanding amount for each day of delay
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5.2.	Supplier shall pay to CPVA 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 CPVA for shortcomings/inconsistencies of the Goods, which are irreparable or have not been repaired within the reasonable period set by the CPVA 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 CPVA 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 Goods supplied by the Supplier pose a threat to the national security interests of the Beneficiary country and/or the Supplier, its subcontractors(s) or entities(s) on whose capacity it relies on (if any) has a conflict of interest likely to adversely affect the performance of the Contract 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 <sup>1</sup> 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 and deadlines specified Schedule for delivery of the Goods (as agreed with the CPVA and the Beneficiary) if applicable
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, packaging) 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, packaging) 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, packaging) 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,</p> <p>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.		when the Supplier meets the criteria established in Council Implementing Regulation (EU) 2022/581 of 8 April 2022
6.8.		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

**7 NOTICES**

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

	CPVA	Beneficiary	Supplier
position			
name, surname			
tel.			

e-mail [REDACTED]

8. REPRESENTATIVES, RESPONSIBLE FOR THE PERFORMANCE OF THE CONTRACT

8.1.	on behalf of CPVA (might be replaced by deputy representative)	[REDACTED]
8.2.	on behalf of Beneficiary (might be replaced by deputy representative)	[REDACTED]
8.3.	on behalf of Supplier (might be replaced by deputy representative)	[REDACTED]

8.4. 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.

8.5. 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 CPVA (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, 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. The Contract signed in this way is considered by the Parties to be the original of the Contract, which is kept by the Beneficiary.

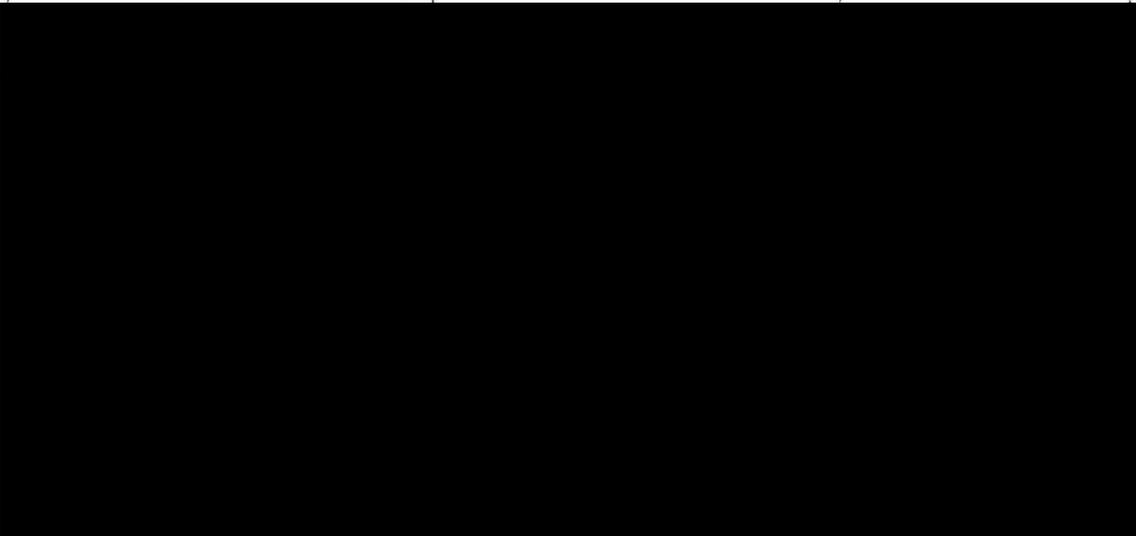
		In cases when it is established that the Supplier, its subcontractors, the economic entities whose capacities are relied upon, or persons controlling them, or Goods poses threat for national security of the Beneficiary state, the Supplier is recognized as not meeting the requirements set out in the Terms of procurement regarding national security, therefore further Contract signing procedures with this Supplier are terminated.
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 CPVA	-
9.4.	The Supplier shall use the capabilities of subcontractors	None
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	CPVA	Beneficiary	Supplier
Office address			
Legal entity code			
Bank account No (Bank, BIN)			
Tel.			
Email			
Position of the			

undersigned person			
Name, surname			

## 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 CPVA 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 the 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 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 3.3 of Special Conditions of the Contract, CPVA shall pay an advance to the Supplier under conditions specified in Clauses 3.3-3.4. of Special Conditions of the Contract and specified below:

2.3.1. In order to receive an advance, when applying for an advance payment, together with the advance payment invoice, the Supplier must provide CPVA with an advance guarantee for at least the amount of the requested advance – a financial guarantee, issued by a bank or a financial institution. The period of validity of the guarantee for the repayment of the advance shall be at least 30 days after the fulfillment of all the contractual obligations of the supplier, including the duration of personnel training if required by the Technical Specification.

2.3.2. To secure the advance payment a financial guarantee must be issued by: (a) a bank or financial institution licensed in the European Union; or (b) a bank or financial institution from a third country which, at the date of issue of the guarantee, must have an investment grade rating approved by at least one international rating agency of at least 'BBB' by Standard & Poor's, 'BBB' by Fitch, 'Baa2' by Moody's, or equivalent, and which must be the rating of the bank or financial institution which issued the document, or of the group of companies of which it is part. If, due to the specificity of the country's risk, the international rating agencies do not issue an international credit rating to the authorities of the supplier's country, but issue a national scale credit rating, the Supplier may provide a guarantee from a credit institution with a class A national credit rating of at least A class according to the agencies of Standard & Poor's, Moody's or Fitch Ratings or equivalent.

The Supplier must provide a document proving that the bank or financial institution which issued the advance payment guarantee has, at the date of issue of the guarantee, the ratings provided for in this tender/contract conditions.

2.3.3. 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 CPVA 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 CPVA 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 CPVA. The guarantor does not have the right to demand that the CPVA substantiate his claim. The CPVA 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.

- 2.3.4. CPVA will pay the requested advance within 15 working days from the date of receipt of the advance payment invoice and the advance repayment guarantee, which meets the requirements of Clauses 3.3 and 3.4 of Special Conditions and Clause 2.3 of General Conditions.
- 2.3.5. 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;
- 2.3.6. 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 CPVA (if applicable); Upon termination of the Contract, the Supplier must return the advance received to CPVA within 7 working days (if part of the Goods has been delivered, CPVA 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 CPVA shall be returned). If the Supplier does not return the received advance, CPVA shall use the guarantee of the advance.
- 2.3.7. 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.
- 2.3.8. The amount of the guarantee for the repayment of the advance may be reduced by the amount of the advance returned by the supplier.
- 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 CPVA. The Invoices must be issued after the Act(s) of Transfer-Acceptance of Goods are signed by Parties.
- 2.7. The CPVA shall pay for the properly and timely provided Goods within 30 days from the date of receipt by the CPVA 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 CPVA 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 CPVA makes the payment shall be covered by the CPVA;
- 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 CPVA is not executed due to circumstances beyond the CPVA'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 CPVA 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](http://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 CPVA 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 CPVA informs the subcontractors on such direct settlement option, and a subcontractor, which intends to use such option, shall submit a written application to the CPVA. For this purpose a quadrilateral Contract must be concluded between the CPVA, 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 CPVA shall transfer the amounts indicated in the invoices provided by the Supplier or in the documents provided by the subcontractor to the CPVA 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 CPVA 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 CPVA 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 CPVA, 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 CPVA.

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 Good, indicating the value of each individual Goods.

3.5. If the Beneficiary or CPVA 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 CPVA 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 CPVA 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 CPVA 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 CPVA 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 CPVA, 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 CPVA and/ or the Beneficiary, the Supplier shall provide all information regarding the progress of the Contract by the deadline indicated by the CPVA/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 CPVA undertakes to:

- 5.1.1. pay for the Goods properly delivered by the Supplier and not contested by the CPVA 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, CPVA 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 CPVA 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. CPVA 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 CPVA 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 CPVA the compensation of damages suffered by the CPVA 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 CPVA 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 CPVA 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 CPVA's and/or the Beneficiary's request, to rectify such deficiencies related

to the delivery of the Goods at its own expense, within the reasonable period of time set by CPVA 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 CPVA 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 CPVA 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 CPVA 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 CPVA 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 CPVA 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 2<sup>1</sup> 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 CPVA'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 the Act of Transfer-Acceptance without shortcomings/ inconsistencies and will be valid for a period indicated in the 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 CPVA 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 CPVA is not obliged to prove to the Supplier that CPVA has suffered losses.
- 7.7. Any penalty shall be without prejudice to the CPVA'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 CPVA. 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 CPVA is liable only for direct losses or damages directly and clearly caused by the fact that the CPVA 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 CPVA 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 CPVA 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. CPVA does not compensate to the Supplier any losses incurred by him, only pays for the Goods properly delivered by the Supplier.

7.14. If the Parties to the Contract are unable to properly perform their contractual obligations due to the fault of third parties, the fines, penalties and other sanctions provided in the Contract, for the improper performance of the contractual obligations, shall not apply to the Parties.

#### **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, CPVA 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 CPVA 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 CPVA 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.

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 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 the Supplier by CPVA 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 the Supplier and for which he is not liable, and which are caused and attributable to the CPVA 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 CPVA 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 CPVA in writing and receive his written consent.

#### 10. TERMINATION OF THE CONTRACT

- 10.1. The CPVA 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 CPVA 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 CPVA 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;
- 10.1.11. the circumstances referred to in paragraph 2<sup>1</sup> of article 45 of the Law on Public Procurement of the Republic of Lithuania have come to light.
- 10.2. In cases of termination of the Contract because of Supplier fault, the CPVA 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 CPVA thereof in writing no later than 30 calendar days in advance, if the Beneficiary or CPVA 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 CPVA 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 CPVA and/or the Beneficiary are reasonably dissatisfied with the subcontractor appointed by the Supplier, the Supplier must replace such subcontractor(s) at the CPVA's written request on time indicated by CPVA.

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

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

14.3. The Contract shall be regulated by the 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 fulfill the 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 CPVA 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.

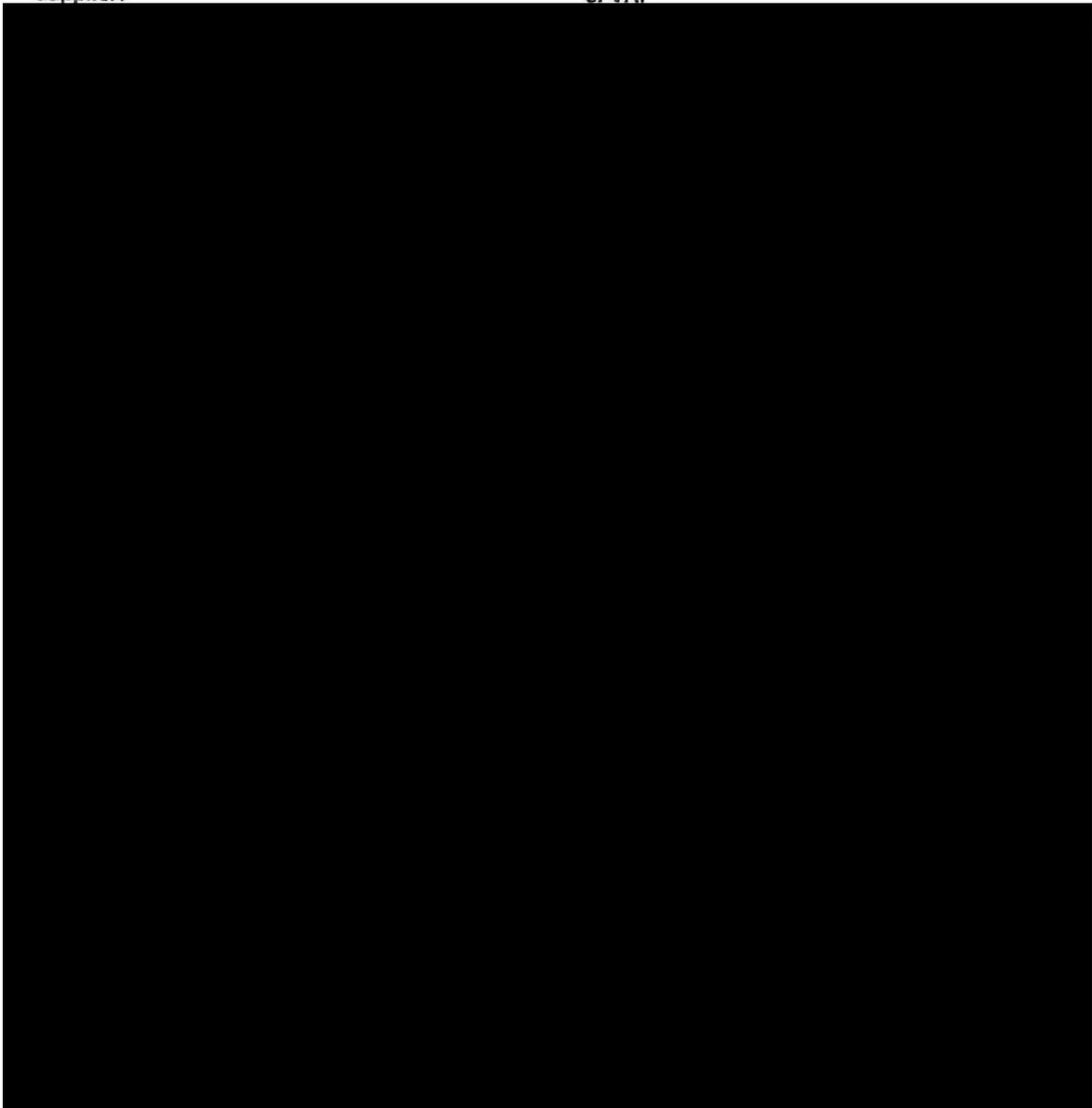
15.4. The Contract is concluded in 3 copies, which have equal legal effect, one copy for each Party. The Parties shall sign each sheet of the Contract.

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:**

**CPVA:**



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Technical Specification of the Public Procurement "3.5G PORTABLE VITAL SIGNS MONITOR/DEFIBRILLATOR IN TRANSPORT CASE"

No.	Feature	Technical specification requirement	Documents confirming compliance with the requirement	The exact parameters of the offered product (if applicable, tick the relevant boxes / indicate the information requested)
Manufacturer's name and model of the goods offered by the Supplier: _____.				
<b>General requirements for the object of procurement</b>				
1.	Delivery location	Georgia * if the exact delivery address is not known at the time of procurement, the exact delivery address will be communicated to the supplier at the time of execution of the contract.	The supplier declares compliance with this requirement in the next column of the table.	<input type="checkbox"/> The goods will be delivered to Georgia.
1.1.	Preliminary quantities	4 units	The supplier declares compliance with this requirement in the next column of the table.	The quantity of Goods we offer: ___ units.
1.2.	Delivery terms	Not more than 3 months after signing the contract.	The supplier declares compliance with this requirement in the next column of the table.	The goods will be delivered within ___ months.
1.3.	Condition of the goods	All the Goods and materials must be new, unused and comes in the original manufacturer's packaging.	The supplier declares compliance with this requirement in the next column of the table.	<input type="checkbox"/> I confirm that all Goods offered are new, unused and comes in the original manufacturer's packaging.
1.4.	Requirements for the product	1. The Goods cannot be a one-off (experimental) product. 2. The proposed equipment must be suitable for the needs of military medics and for use in army mobile medical hospitals.	The supplier declares compliance with this requirement in the next column of the table. Supplier must also provide documents proving that the proposed product is not a one-off (experimental) product (e.g. documents proving serial production; links to a website providing relevant information to	<input type="checkbox"/> 1. I confirm that the Goods offered are not a one-off (experimental) product. <input type="checkbox"/> 2. I confirm that the equipment offered is suitable for the needs of military medics and for use in army mobile medical hospitals.

	<p>verify the conformity of the product with the requirement set out in this point; a manufacturer's declaration, etc.).</p>		
<p>1.6. Warranty</p>	<p>The supplier declares compliance with this requirement in the next column of the table and also, the supplier shall submit with the tender a manufacturer's its representative or the supplier (if he himself provides a warranty) certificate, declaration or other document proving compliance with the requirement for warranty length and location of service centers in Georgia or other means of ensuring warranty service, as required by the established requirement."</p>	<p>A minimum 24-month service life warranty must be provided</p> <p>Note: Suppliers who cannot/will not be able to provide warranty service in the country of the beneficiary must organize the transportation of the equipment at their own expense to a company/institution performing warranty service in another country specified by the Supplier in the proposal.</p>	<p>The Goods we offer are covered by a ___ month service life warranty (Indicate which submitted document confirms compliance ___).</p> <p>I confirm that <i>(tick the appropriate)</i>:</p> <p><input type="checkbox"/> warranty services will be provided in the beneficiary's country;</p> <p><input type="checkbox"/> warranty services will not be provided in the beneficiary's country, but the supplier will arrange the delivery organize the transportation of the equipment at their own expense to a company/institution performing warranty service in another country: _____.</p>
<p>1.7. Personnel preparation</p>	<p>The supplier declares compliance with this requirement in the next column of the table.</p>	<p>The supplier will have to provide training (both online or onsite training options are possible) on the use of the equipment, as well as for the personnel who operate and carry out the routine maintenance of the goods, post-warranty maintenance and repairs. The Supplier will have to organize and conduct trainings for a group of not less than 3 specialists no later than within 2 weeks from the delivery of the Goods to the Beneficiary (the exact number of training participants will be specified during the implementation of the contract). If, due to unforeseen circumstances, it is not possible to provide training within the time limits specified in this paragraph, the training service will have to be provided after the end of these circumstances. The preliminary duration of</p>	<p>We offer the following training:</p> <p>1. form of training <i>(tick the appropriate)</i>:</p> <p><input type="checkbox"/> online training;</p> <p><input type="checkbox"/> on-site training in the territory of the beneficiary country.</p> <p>2. I confirm, that the training will include the following topics <i>(must include all)</i>:</p> <p><input type="checkbox"/> use of the equipment;</p> <p><input type="checkbox"/> routine maintenance of the goods;</p> <p><input type="checkbox"/> post-warranty maintenance and repairs.</p> <p>3. Number of persons to be trained: ___ persons.</p> <p>4. We offer training duration of ___ hours.</p> <p>5. Training will be provided in this language <i>(tick the appropriate)</i>:</p> <p><input type="checkbox"/> in English;</p>

	<p>specialist training is not less 3 hours (the specific duration of training is determined by the specifics of the proposed equipment and manufacturer's recommendations). Language of training: English or the language of the recipient's country.</p>		<p><input type="checkbox"/> in the language of the recipient's country. 6. <input type="checkbox"/> I confirm that the training will be provided no later than within 2 weeks from the delivery of the Goods to the Beneficiary. If, due to unforeseen circumstances, it is not possible to provide training within the time limits specified in this paragraph, the training services will be provided after the end of these circumstances.</p>
<p>1.8. Documentation to be supplied by the Supplier together with the Goods</p>	<p>Maintenance and User's Manual for the goods, in English and / or in the language of the recipient's country (Georgian), printed, one manual for each unit. Compendium of periodically performed technical maintenance (TM), with links to the manufacturer's technical operation documents. The regulation also specifies: the periodicity of the TM, work tools, parts and materials needed to perform the TM, and the duration of its work. If the manufacturer does not regulate TP the Supplier must indicate that the manufacturer does not provide for TM Cleaning-disinfection instructions, which describe the cleaning-disinfection procedure and periodicity, a detailed list of materials and tools used. The manufacturer provides a detailed list of maintenance work and instructions. Maintenance work must be categorized based on the frequency of work execution (daily, weekly, monthly, quarterly, annually, etc.).</p>	<p>The supplier declares compliance with this requirement in the next column of the table.</p>	<p><input type="checkbox"/> I confirm that we will provide the maintenance and User's Manual for the goods, in English and / or in the language of the recipient's country (Georgian), printed, one manual for each unit. <input type="checkbox"/> I confirm that we will provide the compendium of periodically performed technical maintenance (TM), with links to the manufacturer's technical operation documents. The regulation also specifies: the periodicity of the TM, work tools, parts and materials needed to perform the TM, and the duration of its work. (If the manufacturer does not regulate TP the Supplier must indicate that the manufacturer does not provide for TM) <input type="checkbox"/> I confirm that we will provide cleaning-disinfection instructions, which describe the cleaning-disinfection procedure and periodicity, a detailed list of materials and tools used. <input type="checkbox"/> I confirm that we will provide a detailed list of maintenance work and instructions. Maintenance work will be categorized based on the frequency of work execution (daily, weekly, monthly, quarterly, annually, etc.).</p>
<p>2.</p>	<p><i>Technical requirements for the object of procurement</i></p>		

<p>2.1.</p>	<p>Components of the offered product</p>	<p>Necessary components of the product:                  1. Vital signs monitor defibrillator – 1 pcs.                  2. Carrying case – 1 pcs. (if the device hasn't integrated case that protects the equipment)                  3. Other necessary and integral accessories of the equipment or device are intended for the use of the proposed device according to its purpose, but are not mentioned in the above points, but are indicated by the manufacturer as having to be included in the set.</p>	<p>1. The supplier declares compliance with this requirement in the next column of the table.                  2. Supplier must also provide the manufacturer's technical documentation in English (catalogues, brochures) and/or product manufacturer's declarations (if the manufacturer's technical documentation does not fully reflect the compliance of the offered product with the requirements of the technical specification) or other equivalent documents proving the compliance of the offered product with the technical requirements.                  In these documents, the supplier must graphically indicate (i.e. visibly mark - mark in color and/or indicate with arrows, and/or underline) the specific places of the submitted documents where the values of the required technical characteristics are described, and indicate which clause of the technical requirements they meet.                  The procuring organization has the right to demand the submission of originals catalogues and technical descriptions.</p>	<p>The Good we offer consists of the following components (must include all components specified in the requirement):                  1. Vital signs monitor defibrillator _____ pcs;                  2. Carrying case _____ pcs;                  3. Accessories: _____.</p> <p>Indicate which document submitted and the specific place in it confirms compliance with the requirement: _____.</p>
<p>2.2.</p>	<p>Main functions:</p>	<p>Not less than:                  1. Monitoring,                  2. AED,                  3. Manual defibrillator,</p>	<p>The same requirement specified in point 2.1 applies.</p>	<p>We confirm that each unit will have the functional characteristics (tick all that apply):  <input type="checkbox"/> 1. Monitoring,  <input type="checkbox"/> 2. AED,</p>

		4. Pacer.		<input type="checkbox"/> 3. Manual defibrillator, <input type="checkbox"/> 4. Pacer.  Indicate which document submitted and the specific place in it confirms compliance with the requirement: _____. 1. Range from _____ to _____ J. 2. Change step _____ J.
2.3.	Biphasic pulse energy setting value range	1. Not narrower than 2 - 200 J 2. Change step - no more than 50 J	The same requirement specified in point 2.1 applies.	Indicate which document submitted and the specific place in it confirms compliance with the requirement: _____. We confirm that each unit will have the functional characteristics (tick all that apply): <input type="checkbox"/> External reusable for children and adults. Single use for defibrillation, pacing and ECG recording. Comes with not less than one pair.
2.4.	Defibrillation electrodes	External reusable for children and adults. Single use for defibrillation, pacing and ECG recording. Comes with not less than one pair.	The same requirement specified in point 2.1 applies.	Indicate which document submitted and the specific place in it confirms compliance with the requirement: _____. We confirm that each unit will have the functional characteristics (tick all that apply): <input type="checkbox"/> External reusable for children and adults. Single use for defibrillation, pacing and ECG recording. Comes with not less than one pair.
2.5.	Automatic defibrillation mode	Audible and visual defibrillation advisory function with ECG morphology analysis system that automatically determines the ECG rhythm to be defibrillated. The analysis time does not exceed 12 seconds.	The same requirement specified in point 2.1 applies.	Indicate which document submitted and the specific place in it confirms compliance with the requirement: _____. We confirm that each unit will have the functional characteristics (tick all that apply): <input type="checkbox"/> Audible and visual defibrillation advisory function with ECG morphology analysis system that automatically determines the ECG rhythm to be defibrillated. The analysis time does not exceed 12 seconds.
2.6.	Number of defibrillation shocks from a fully charged battery using maximum energy	At least 200 shocks without the use of additional batteries or additional external power.	The same requirement specified in point 2.1 applies.	Indicate which document submitted and the specific place in it confirms compliance with the requirement: _____. _____ shocks without the use of additional batteries or additional external power.

2.7. Printer	Integrated thermal printer.		The same requirement specified in point 2.1 applies.	Indicate which document submitted and the specific place in it confirms compliance with the requirement: _____. We confirm that each unit will have the functional characteristics (tick all that apply): <input type="checkbox"/> Integrated thermal printer.
2.8. Monitoring:	In display must be shown not less than 4 waveforms to ensure easy viewing of ECG and vital signs (in example heart rate, blood pressure, oxygen saturation, temperature).		The same requirement specified in point 2.1 applies.	Indicate which document submitted and the specific place in it confirms compliance with the requirement: _____. We confirm that each unit will have the functional characteristics (tick all that apply): <input type="checkbox"/> In display are shown not less than 4 waveforms to ensure easy viewing of ECG and vital signs: _____.
2.9. Display modes	Must have not less than: standard, high contrast (or adjustable display brightness) and night vision modes.		The same requirement specified in point 2.1 applies	Indicate which document submitted and the specific place in it confirms compliance with the requirement: _____. We confirm that each unit will have the functional characteristics (tick all that apply): <input type="checkbox"/> Display modes: _____.
2.10. Voice and visual prompts	Clear and concise voice prompts and visual cues to guide the user through the defibrillation process in emergency situations.		The same requirement specified in point 2.1 applies.	Indicate which document submitted and the specific place in it confirms compliance with the requirement: _____. We confirm that each unit will have the functional characteristics (tick all that apply): <input type="checkbox"/> Clear and concise voice prompts and visual cues to guide the user through the defibrillation process in emergency situations.

2.11.	Portable design	The monitor should be compact, weight not more than 9 kg with battery, and easily transportable for use in various settings, including ambulances, clinics, and other emergency situations.	The same requirement specified in point 2.1 applies.	<p>We confirm that each unit will have the functional characteristics (tick all that apply):</p> <p><input type="checkbox"/> The monitor is compact, weight ___ kg with battery, and easily transportable for use in various settings, including ambulances, clinics, and other emergency situations.</p> <p>Indicate which document submitted and the specific place in it confirms compliance with the requirement: _____.</p>
2.12.	Battery operation	<p>The device should be capable of operating on battery power to ensure functionality in situations where a power source is not readily available:</p> <ol style="list-style-type: none"> <li>1. Not less than 2 batteries,</li> <li>2. Not less than 4h monitoring with one battery,</li> <li>3. Indicator must display batteries capacity.</li> </ol>	The same requirement specified in point 2.1 applies.	<p>We confirm that each unit will have the functional characteristics (tick all that apply):</p> <p><input type="checkbox"/> The device is capable of operating on battery power to ensure functionality in situations where a power source is not readily available:</p> <ol style="list-style-type: none"> <li>1. ___ pcs batteries,</li> <li>2. Monitoring time ___ h. with one battery,</li> <li>3. Indicator displays batteries capacity.</li> </ol> <p>Indicate which document submitted and the specific place in it confirms compliance with the requirement: _____.</p>
2.13.	Data storage and transfer	The ability to store patient data and, in some cases, transfer it to healthcare professionals for further analysis and documentation.	The same requirement specified in point 2.1 applies.	<p>We confirm that each unit will have the functional characteristics (tick all that apply):</p> <p><input type="checkbox"/> The ability to store patient data and, in some cases, transfer it to healthcare professionals for further analysis and documentation.</p> <p>Indicate which document submitted and the specific place in it confirms compliance with the requirement: _____.</p>
2.14.	Monitoring alarms	Audible and visual alarms to alert healthcare providers to abnormal vital signs or changes in the patient's condition.	The same requirement specified in point 2.1 applies.	<p>We confirm that each unit will have the functional characteristics (tick all that apply):</p> <p>Indicate which document submitted and the specific place in it confirms compliance with the requirement: _____.</p> <p>We confirm that each unit will have the functional characteristics (tick all that apply):</p>

<input type="checkbox"/> Audible and visual alarms to alert healthcare providers to abnormal vital signs or changes in the patient's condition.  Indicate which document submitted and the specific place in it confirms compliance with the requirement: _____.  _____ (please describe carrying case).  Indicate which document submitted and the specific place in it confirms compliance with the requirement: _____.			
The same requirement specified in point 2.1 applies.		If the item is not integrated with the original solid transport case than the case must be made of solid and durable material. The case must accommodate all equipment with accessories and complete parts. In the case, the equipment must be placed in such a way that during transportation it does not move, does not break with each other inside the tray. The case must have at least 1 solid transport handle (if the equipment is heavier than 10 kg - then it must have at least 2 transport handles). The case must close tightly and/or lock so that it does not open during transportation.	Carrying case
We confirm that each unit will have the functional characteristics (tick all that apply): <input type="checkbox"/> 1. The offered products have a CE certificate or EC declaration. <input type="checkbox"/> 2. Water resistance standard _____. <input type="checkbox"/> 3. The offered products have a MIL STD 810 standard (or equivalent standard for vibrations: _____).  Indicate which document submitted and the specific place in it confirms compliance with the requirement: _____.	The same requirement specified in point 2.1 applies.	The offered products must have: <b>1.</b> CE certificate or EC declaration. The supplier must provide a copy of the CE certificate or EC declaration together with the delivered product. <b>2.</b> Water resistance standard - no worse than IP54. <b>3.</b> Must have MIL STD 810 (or equivalent standard for vibrations) standard.	Markings

## INVOICE No.

Date: \_\_\_\_\_  
Contract No.

**Supplier:**

Legal entity's name:  
Address:  
Company code:  
VAT payer code:  
Bank:  
Bank code (SWIFT):  
Bank account (IBAN) No.:

**Beneficiary:**

Legal entity's name:  
Address:  
Company code:

**Consignee:**

Legal entity's 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__]							
<b>Total</b>							

Total to be paid ..... EUR

VAT exempt according \_\_\_\_\_



TENDER OF SUPPLIER



Annex 1 to the conditions of a specific procurement

SPECIFIC TENDER

ON THE PROCUREMENT OF "3.5G PORTABLE VITAL SIGNS MONITOR/DEFIBRILLATOR IN TRANSPORT CASE"

2024 07 22  
(Date)  
Vilnius  
(Location)

Public Institution Central Project Management Agency  
(Addressee)

1. INFORMATION ABOUT THE SUPPLIER

Name(s) of the supplier or participants in a group of economic entities, code(s) of the legal entity (if the tender is submitted by a natural person, the number of the certificate of business or individual activity, etc.), address(s)	
A participant in a group of economic operators representing or leading a group of economic operators (to be completed if the tender is submitted by a group of suppliers)	
Contact information of the person authorized to communicate with the procurer (name, surname, phone, e-mail address)	
Contact information of the accountant (accountants) or other (other) person (persons) who have the right to draw up and sign the supplier's accounting documents (name, surname, phone, e-mail address)	

2. INFORMATION ON KNOWN SUB-CONTRACTORS AND PARTS OF THE CONTRACT TRANSFERRED TO THEM FOR PERFORMANCE

(to be filled in if the supplier uses sub-contractors)

Yy. No.	Name of sub-supplier, legal entity code, address	Description of the part of the object of the contract transferred for execution to the sub-supplier
1.		
2.		
...		

3. APPROVAL FOR INFORMATION IN THE PREVIOUSLY SUBMITTED ESPD

We confirm that the information specified in the ESPD we have previously provided to the Procurer has not changed.

In the past, the information in the ESPD we have provided to the procurer has changed, we provide an updated ESPD with this specific tender.

4. TENDER PRICE

4.1. The tender shall indicate the price in euro. When calculating the price, the entire volume and requirements of the object of procurement specified in the terms of a specific procurement, the components of the price, etc. must be taken into account.

The rate must be indicated as to two decimal places.

4.2. The maximum amount of funds allocated for the Procurement 120 000,00 Eur including VAT / maximum price per unit – 30 000,00 Eur including VAT. Tenders exceeding this amount will be rejected.

No.	Subject-matter of the contract	Unit of measure	Maximum quantity <sup>1</sup>	Unit price in EUR excluding VAT)	Price in EUR without VAT (4x5)
1	2	3	4	5	
1.	Portable vital signs monitor/defibrillator in transport case „manufacturer and model“ according to the requirements of Annex 2 "Technical specification" <sup>2</sup>	Pcs.	4	21.000,00	84.000,00
Offer price in EUR without VAT (sum of column 6 values)					84.000,00
VAT (to be filled in if applicable) <sup>3</sup>					0 <sup>4</sup>
Offer price in EUR including VAT					84.000,00

#### 5. ATTACHED DOCUMENTS AND INFORMATION ON CONFIDENTIALITY

Unless otherwise stated, all documents are submitted with a specific proposal by means of the CVP IS:

<sup>1</sup> The quantities and price quoted are for comparison purposes only. The Contracting Authority is not obliged to purchase the maximum quantity. 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 quantity and the maximum amount for the procurement – 120 000,00 Eur including VAT / maximum price per unit – 30 000,00 Eur including VAT.

<sup>2</sup> The completed section "Declaration of compliance with the requirements of the technical specification" of Annex 2 "Technical specification" and technical documentation proving the declared characteristic are submitted

<sup>3</sup> Goods and/or services supplied in the Georgia are subject to 0% tax. VAT because:

- The minimum quantity of goods and/or services under this Contract are financed within the framework of the European Peace Facility Contribution Agreement No. 2023/4-2-25, dated 03 August 2023, signed by the European Union, represented by the European Commission, and CPMA, named "Assistance Measure under the European Peace Facility to support the Georgian Defence Forces", with the purpose to provide a financial contribution to finance the implementation of the assistance measure to strengthen the capacities of the Armed Forces of Georgia. The Projects are financed from the funds of the EU Peace Facility Fund, therefore they have been registered in the Unified electronic register of persons benefiting from tax relief in accordance with international agreement signed on June 10, 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; Regarding goods/services that exceed the minimum amount, the necessary final decisions have not yet been made.

- in accordance with Chapter XXV of the Tax Code of Georgia the supply of goods are taxable operations, which are exempted from VAT;

- transaction is VAT exempt according to Article 146(1)(a) of Council Directive 2006/112/EC of 28 November 2006;

- 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.

Yy. No.	Document	Number of pages	Does the document contain confidential information? (Yes/No)	Explanation of what specific information in the document is confidential and why
1	2	3	4	5
1.	Letter of intent or sub-supply agreement (or other documents) if the supplier is aware of the sub-contractors to be used for the performance of a specific procurement contract			
2.	Signed ESPD (if the information in the previous ESPD has changed)			
3.	A copy of the power of attorney or other document giving the right to submit and/or sign a specific tender and other documents (if a specific tender is submitted and the documents are signed not by the head of a supplier, participants in a group of economic operators, sub-contractors or economic entities whose capacities the supplier relies on)			
4.	Etc. documents required in the conditions of procurement: Brochures certificates, declarations	10 doc	NO	

In making this specific tender, I declare that:

- I am familiar with the conditions of a specific procurement, as well as with the applicable laws of the Republic of Lithuania, by-laws, which regulate the procedure for conducting public procurement and may affect any relationship between the procurer and the supplier arising from this particular procurement and (or) related to this particular procurement;
- I agree with the requirements and procedures set out in the conditions of a specific procurement;
- the particulars and information contained in the documents for a specific tender are correct and include everything necessary for the proper performance of the contract;
- a specific tender is valid for as long as it is set out in the conditions of a specific procurement,
- if the supplier's qualifications for the right to engage in the activity in question have not been checked or are not checked in full, the supplier undertakes to the contractor that the contract will be performed only by persons entitled to do so;
- the information in the previously provided ESPD has not changed;
- the supplier, the sub-supplier, the economic entities whose capacities are relied on, the manufacturer of the goods tendered by the supplier (including their components, packages) or the persons who control them are legal persons who are not registered in the states or territories indicated in the list provided for in Article 92(15) of the Law on Public Procurement; the supplier, the sub-supplier, the economic entity whose capacities are relied on, the manufacturer of the goods (including their components, packages) tendered by the supplier or the persons controlling them are natural persons who are not permanently resident in the state or territories referred to in the list provided for in Article 92(15) of the Law on Public Procurement or who have the nationality of those States; the goods (including their components, packages) do not originate or are not provided from Article 92(15) of the Law on Public Procurement states or territories on the list provided for in the paragraph; the entities designated have no interests that could pose a threat to national security. This item applies in the event of mobilization, war, state of emergency or when the Government of the Republic of Lithuania, having assessed the risk that the factors that led to the declaration of mobilization or the imposition of a state of war or emergency, pose a threat to national security, has adopted a decision on the application of the provision of Article 45(21) of the Law on Public Procurement;
- the supplier I represent does not have Russian participation exceeding 2014. July 31 Council Regulation (EU) No. 833/2014 on restrictive measures in view of Russia's actions destabilizing the situation in Ukraine, as



## TECHNICAL SPECIFICATION PORTABLE VITAL SIGNS MONITOR / DEFIBRILLATOR IN TRANSPORT CASE

Public Institution Central Project Management Agency is carrying out a public procurement procedure for the procurement of **Portable vital signs monitor/defibrillator in transport case** for Georgian Defence Forces (hereinafter referred to as the Beneficiary). The goods offered by the suppliers shall meet the requirements set out in this Technical Specification.

No.	Feature	Technical specification requirement	Documents confirming compliance with the requirement	The exact parameters of the offered product (if applicable, tick the relevant boxes / indicate the information requested)
Manufacturer's name and model of the goods offered by the Supplier: <u>GS Elektronmedizinsche Geräte G. Stempfle GmbH, Model C3</u> .				
<b>General requirements for the object of procurement</b>				
1.	Delivery location	Georgia <i>* If the exact delivery address is not known at the time of procurement, the exact delivery addresses will be communicated to the supplier at the time of execution of the contract.</i>	The supplier declares compliance with this requirement in the next column of the table.	<input checked="" type="checkbox"/> The goods will be delivered to Georgia.
1.1.	Preliminary quantities	4 units	The supplier declares compliance with this requirement in the next column of the table.	The quantity of Goods we offer: <u>4</u> units.
1.2.	Delivery terms	Not more than 3 months after signing the contract.	The supplier declares compliance with this requirement in the next column of the table.	The goods will be delivered within <u>3</u> months.
1.3.	Condition of the goods	All the Goods and materials must be new, unused and comes in the original manufacturer's packaging.	The supplier declares compliance with this requirement in the next column of the table.	<input checked="" type="checkbox"/> I confirm that all Goods offered are new, unused and comes in the original manufacturer's packaging.
1.4.	Requirements for the product	1. The Goods cannot be a one-off (experimental) product.	The supplier declares compliance with this requirement in the next column of the table.	<input checked="" type="checkbox"/> 1. I confirm that the Goods offered are not a one-off (experimental) product.

1.6.	Warranty	<p>2. The proposed equipment must be suitable for the needs of military medics and for use in army mobile medical hospitals.</p>	<p>Supplier must also provide documents proving that the proposed product is not a one-off (experimental) product (e.g. documents proving serial production; links to a website providing relevant information to verify the conformity of the product with the requirement set out in this point; a manufacturer's declaration, etc.).</p>	<p><input checked="" type="checkbox"/> 2. I confirm that the equipment offered is suitable for the needs of military medics and for use in army mobile medical hospitals.</p>
1.6.	<p>A minimum 24-month service life warranty must be provided</p> <p>Note: Suppliers who cannot/will not be able to provide warranty service in the country of the beneficiary must organize the transportation of the equipment at their own expense to a company/institution performing warranty service in another country specified by the Supplier in the proposal.</p>	<p>The supplier declares compliance with this requirement in the next column of the table and also, the supplier shall submit with the tender a manufacturer's representative or the supplier (if he himself provides a warranty) certificate, declaration or other document proving compliance with the requirement for warranty length and location of service centers in Georgia or other means of ensuring warranty service, as required by the established requirement."</p>	<p>The Goods we offer are covered by a <u>24</u> month service life warranty (Indicate which submitted document confirms compliance <u>Warranty conditions</u> ).</p> <p>I confirm that (tick the appropriate):</p> <p><input type="checkbox"/> warranty services will be provided in the beneficiary's country;</p> <p><input checked="" type="checkbox"/> warranty services will not be provided in the beneficiary's country, but the supplier will arrange the delivery organize the transportation of the equipment at their own expense to a company/institution performing warranty service in another country: <u>Germany or Lithuania depending up to each case</u></p>	<p>The Goods we offer are covered by a <u>24</u> month service life warranty (Indicate which submitted document confirms compliance <u>Warranty conditions</u> ).</p> <p>I confirm that (tick the appropriate):</p> <p><input type="checkbox"/> warranty services will be provided in the beneficiary's country;</p> <p><input checked="" type="checkbox"/> warranty services will not be provided in the beneficiary's country, but the supplier will arrange the delivery organize the transportation of the equipment at their own expense to a company/institution performing warranty service in another country: <u>Germany or Lithuania depending up to each case</u></p>
1.7.	Personnel preparation	<p>The supplier will have to provide training (both online or onsite training options are possible) on the use of the equipment, as well as for the personnel who operate and carry out the routine maintenance of the goods, post-warranty maintenance and repairs. The Supplier will have to organize and conduct</p>	<p>The supplier declares compliance with this requirement in the next column of the table.</p>	<p>We offer the following training:</p> <p>1. form of training (tick the appropriate):</p> <p><input checked="" type="checkbox"/> online training;</p> <p><input type="checkbox"/> on-site training in the territory of the beneficiary country.</p>

		<p>trainings for a group of not less than 3 specialists no later than within 2 weeks from the delivery of the Goods to the Beneficiary (the exact number of training participants will be specified during the implementation of the contract). If, due to unforeseen circumstances, it is not possible to provide training within the time limits specified in this paragraph, the training service will have to be provided after the end of these circumstances. Preliminary duration of specialist training is not less 3 hours (the specific duration of training is determined by the specifics of the proposed equipment and manufacturer's recommendations). Language of training: English or language of the recipient's country.</p>		<p>2. I confirm, that the training will include the following topics (must include all):  <input checked="" type="checkbox"/> use of the equipment;  <input checked="" type="checkbox"/> routine maintenance of the goods;  <input checked="" type="checkbox"/> post-warranty maintenance and repairs.                  3. Number of persons to be trained: <u>at least 3</u> persons.                  4. We offer training duration of <u>4</u> hours.                  5. Training will be provided in this language (tick the appropriate):  <input checked="" type="checkbox"/> in English;  <input type="checkbox"/> in language of the recipient's country.                  6. <input checked="" type="checkbox"/> I confirm that the training will be provided no later than within 2 weeks from the delivery of the Goods to the Beneficiary. If, due to unforeseen circumstances, it is not possible to provide training within the time limits specified in this paragraph, the training services will be provided after the end of these circumstances.</p>
<p>1.8.</p>	<p>Documentation to be supplied by the Supplier together with the Goods</p>	<p>Maintenance and User's Manual for the goods, in English and / or in the language of the recipient's country (Georgian), printed, one manual for each unit.                  Compendium of periodically performed technical maintenance (TM), with links to the manufacturer's technical operation documents. The regulation also specifies: the periodicity of the TM, work tools, parts and materials needed to perform the TM, and the duration of its work. If the manufacturer does not regulate TP the Supplier must indicate</p>	<p>The supplier declares compliance with this requirement in the next column of the table.</p>	<p><input checked="" type="checkbox"/> I confirm that we will provide the maintenance and User's Manual for the goods, in English and / or in the language of the recipient's country (Georgian), printed, one manual for each unit.  <input checked="" type="checkbox"/> I confirm that we will provide the compendium of periodically performed technical maintenance (TM), with links to the manufacturer's technical operation documents. The regulation also specifies: the periodicity of the TM, work tools, parts and materials needed</p>

		<p>that the manufacturer does not provide for TM</p> <p>Cleaning-disinfection instructions, which describe the cleaning-disinfection procedure and periodicity, a detailed list of materials and tools used.</p> <p>The manufacturer provides a detailed list of maintenance work and instructions. Maintenance work must be categorized based on the frequency of work execution (daily, weekly, monthly, quarterly, annually, etc.).</p>	<p>to perform the TM, and the duration of its work. (If the manufacturer does not regulate TP the Supplier must indicate that the manufacturer does not provide for TM)</p> <p><input checked="" type="checkbox"/> I confirm that we will provide cleaning-disinfection instructions, which describe the cleaning-disinfection procedure and periodicity, a detailed list of materials and tools used.</p> <p><input checked="" type="checkbox"/> I confirm that we will provide a detailed list of maintenance work and instructions. Maintenance work will be categorized based on the frequency of work execution (daily, weekly, monthly, quarterly, annually, etc.).</p>	
<p><b>Technical requirements for the object of procurement</b></p>				
<p>2.</p> <p>2.1.</p>	<p>Components of the offered product</p>	<p>Necessary components of the product:</p> <p>1. Vital signs monitor <u>defibrillator</u> – 1 pcs.</p> <p>2. Carrying case – 1 pcs. (if the device hasn't integrated case that protects the equipment)</p> <p>3. Other necessary and integral accessories of the equipment or device are intended for the use of the proposed device according to its purpose, but are not mentioned in the above points, but are indicated by the manufacturer as having to be included in the set.</p>	<p>1. The supplier declares compliance with this requirement in the next column of the table.</p> <p>2. Supplier must also provide manufacturer's technical documentation in English (catalogues, brochures) and/or product manufacturer's declarations (if the manufacturer's technical documentation does not fully reflect the compliance of the offered product with the requirements of the technical specification) or other equivalent documents proving the compliance of the offered product with the technical requirements.</p>	<p>The Good we offer consists of the following components (must include all components specified in the requirement):</p> <p>1. Vital signs monitor <u>defibrillator</u> – 1 pcs;</p> <p>2. Carrying case – 1 pcs;</p> <p>3. Accessories: – 1</p> <p>Indicate which document submitted and the specific place in it confirms compliance with the requirement: <u>03</u></p>

			<p>In these documents, the supplier must graphically indicate (i.e. visibly mark - mark in color and/or indicate with arrows, and/or underline) the specific places of the submitted documents where the values of the required technical characteristics are described, and indicate which clause of the technical requirements they meet. The procuring organization has the right to demand the submission of originals catalogues and technical descriptions.</p>	
2.2.	<p>Main functions:</p>	<p>Not less than:            1. Monitoring,            2. AED,            3. Manual defibrillator,            4. Pacer.</p>	<p>The same requirement specified in point 2.1 applies.</p>	<p>We confirm that each unit will have the functional characteristics (tick all that apply):  <input checked="" type="checkbox"/> 1. Monitoring,  <input checked="" type="checkbox"/> 2. AED,  <input checked="" type="checkbox"/> 3. Manual defibrillator,  <input checked="" type="checkbox"/> 4. Pacer.</p> <p>Indicate which document submitted and the specific place in it confirms compliance with the requirement: <u>03.03.19</u></p>
2.3.	<p>Biphasic pulse energy setting value range</p>	<p>1. Not narrower than 2 - 200 J            2. Change step - no more than 50 J</p>	<p>The same requirement specified in point 2.1 applies.</p>	<p>Indicate which document submitted and the specific place in it confirms compliance with the requirement: <u>03.03.19</u></p> <p>1. Range from <u>2</u> to <u>200</u> J.            2. Change step <u>5</u> J.</p> <p>Indicate which document submitted and the specific place in it confirms compliance with the requirement: <u>03.03.19</u></p>

<p>2.4.</p>	<p>Defibrillation electrodes</p>	<p>External reusable for children and adults. Single use for defibrillation, pacing and ECG recording. Comes with not less than one pair.</p>	<p>The same requirement specified in point 2.1 applies.</p>	<p>We confirm that each unit will have the functional characteristics (tick all that apply):  <input checked="" type="checkbox"/> External reusable for children and adults. Single use for defibrillation, pacing and ECG recording. Comes with not less than one pair. Indicate which document submitted and the specific place in it confirms compliance with the requirement: <u>CS kataloges vol 8, 35-37</u>.</p>
<p>2.5.</p>	<p>Automatic defibrillation mode</p>	<p>Audible and visual defibrillation advisory function with ECG morphology analysis system that automatically determines the ECG rhythm to be defibrillated. The analysis time does not exceed 12 seconds.</p>	<p>The same requirement specified in point 2.1 applies.</p>	<p>We confirm that each unit will have the functional characteristics (tick all that apply):  <input checked="" type="checkbox"/> Audible and visual defibrillation advisory function with ECG morphology analysis system that automatically determines the ECG rhythm to be defibrillated. The analysis time does not exceed 12 seconds.                   Indicate which document submitted and the specific place in it confirms compliance with the requirement: <u>CS vol 8, 35-37</u>.</p>
<p>2.6.</p>	<p>Number of defibrillation shocks from a fully charged battery using maximum energy</p>	<p>At least 200 shocks without the use of additional batteries or additional external power.</p>	<p>The same requirement specified in point 2.1 applies.</p>	<p>Indicate which document submitted and the specific place in it confirms compliance with the requirement: <u>CS vol 8, 35-37</u>.   <u>200</u> shocks without the use of additional batteries or additional external power.                   Indicate which document submitted and the specific place in it confirms compliance with the requirement: <u>CS vol 8, 35-37</u>.</p>
<p>2.7.</p>	<p>Printer</p>	<p>Integrated thermal printer.</p>	<p>The same requirement specified in point 2.1 applies.</p>	<p>We confirm that each unit will have the functional characteristics (tick all that apply):  <input checked="" type="checkbox"/> Integrated thermal printer.                   Indicate which document submitted and the specific place in it confirms compliance with the requirement: <u>CS vol 27, 320</u>.</p>

2.8. Monitoring:	In display must be shown not less than 4 waveforms to ensure easy viewing of ECG and vital signs (in example heart rate, blood pressure, oxygen saturation, temperature).	The same requirement specified in point 2.1 applies.	We confirm that each unit will have the functional characteristics (tick all that apply): <input checked="" type="checkbox"/> In display are shown not less than 4 waveforms to ensure easy viewing of ECG and vital signs: up to 6 curves, depending of which modules are used. Up to current tender technical specifications requirements ECG 6 waveforms could be used any derivation.  Indicate which document submitted and the specific place in it confirms compliance with the requirement: <u>C3 ps1 64, 320</u> .
2.9. Display modes	Must have not less than: standard, high contrast (or adjustable display brightness) and night vision modes.	The same requirement specified in point 2.1 applies	We confirm that each unit will have the functional characteristics (tick all that apply): <input checked="" type="checkbox"/> Display modes: <u>night contrast, night vision</u>  Indicate which document submitted and the specific place in it confirms compliance with the requirement: <u>C3 ps1 320, 52</u> .
2.10. Voice and visual prompts	Clear and concise voice prompts and visual cues to guide the user through the defibrillation process in emergency situations.	The same requirement specified in point 2.1 applies.	We confirm that each unit will have the functional characteristics (tick all that apply): <input checked="" type="checkbox"/> Clear and concise voice prompts and visual cues to guide the user through the defibrillation process in emergency situations.  Indicate which document submitted and the specific place in it confirms compliance with the requirement: <u>C3 ps1 67</u> .
2.11. Portable design	The monitor should be compact, weight not more than 9 kg with battery, and easily transportable for use in various settings,	The same requirement specified in point 2.1 applies.	We confirm that each unit will have the functional characteristics (tick all that apply):

		<p>including ambulances, clinics, and other emergency situations.</p>		<p><input checked="" type="checkbox"/> The monitor is compact, weight <u>7.4</u> kg with battery, and easily transportable for use in various settings, including ambulances, clinics, and other emergency situations.</p> <p>Indicate which document submitted and the specific place in it confirms compliance with the requirement: <u>C3.001.517</u>.</p>
<p>2.12.</p>	<p>Battery operation</p>	<p>The device should be capable of operating on battery power to ensure functionality in situations where a power source is not readily available:</p> <ol style="list-style-type: none"> <li>1. Not less than 2 batteries,</li> <li>2. Not less than 4h monitoring with one battery,</li> <li>3. Indicator must display batteries capacity.</li> </ol>	<p>The same requirement specified in point 2.1 applies.</p>	<p>We confirm that each unit will have the functional characteristics (tick all that apply):</p> <p><input type="checkbox"/> The device is capable of operating on battery power to ensure functionality in situations where a power source is not readily available:</p> <ol style="list-style-type: none"> <li>1. <u>3</u> pcs batteries,</li> <li>2. Monitoring time <u>7-10</u> h. with one battery,</li> <li>3. Indicator displays batteries capacity.</li> </ol>
<p>2.13.</p>	<p>Data storage and transfer</p>	<p>The ability to store patient data and, in some cases, transfer it to healthcare professionals for further analysis and documentation.</p>	<p>The same requirement specified in point 2.1 applies.</p>	<p>Indicate which document submitted and the specific place in it confirms compliance with the requirement: <u>C3.001.518, 319, 51</u>.</p> <p>We confirm that each unit will have the functional characteristics (tick all that apply):</p> <p><input checked="" type="checkbox"/> The ability to store patient data and, in some cases, transfer it to healthcare professionals for further analysis and documentation.</p> <p>Indicate which document submitted and the specific place in it confirms compliance with the requirement: <u>C3.001.52</u>.</p>

2.14.	Monitoring alarms	Audible and visual alarms to alert healthcare providers to abnormal vital signs or changes in the patient's condition.	The same requirement specified in point 2.1 applies.	<p>We confirm that each unit will have the functional characteristics (tick all that apply):</p> <p><input checked="" type="checkbox"/> Audible and visual alarms to alert healthcare providers to abnormal vital signs or changes in the patient's condition.</p> <p>Indicate which document submitted and the specific place in it confirms compliance with the requirement: <u>CS Incl 168-193.pdf</u>.</p>
2.15.	Carrying case	If the item is not integrated with the original solid transport case then the case must be made of solid and durable material. The case must accommodate all equipment with accessories and complete parts. In the case, the equipment must be placed in such a way that during transportation it does not move, does not break with each other inside the tray. The case must have at least 1 solid transport handle (if the equipment is heavier than 10 kg - then it must have at least 2 transport handles). The case must close tightly and/or lock so that it does not open during transportation.	The same requirement specified in point 2.1 applies.	<p><u>integrated</u> (please describe carrying case).</p> <p>Indicate which document submitted and the specific place in it confirms compliance with the requirement: <u>CS Katalogas Incl 88 CS brosiura</u>.</p>
2.16.	Markings	<p>The offered products must have:</p> <ol style="list-style-type: none"> <li>1. CE certificate or EC declaration. The supplier must provide a copy of the CE certificate or EC declaration together with the delivered product.</li> <li>2. Water resistance standard - no worse than IP54.</li> <li>3. Must have MIL STD 810 (or equivalent standard for vibrations) standard.</li> </ol>	The same requirement specified in point 2.1 applies.	<p>We confirm that each unit will have the functional characteristics (tick all that apply):</p> <p><input checked="" type="checkbox"/> 1. The offered products have a CE certificate or EC declaration.</p> <p><input checked="" type="checkbox"/> 2. Water resistance standard IP55.</p> <p><input checked="" type="checkbox"/> 3. The offered products have a MIL STD 810 standard (or equivalent standard for vibrations: <u>Statistikos duomenys</u>).</p>

				Indicate which document submitted and the specific place in it confirms compliance with the requirement: <u>Przełajamos deklaracji</u>
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**NOTES:**

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, standard, patent, types, specific origin or manufacture, 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 values/parameters are not inferior to those specified (goods with no inferior characteristics may be offered).