

**SUSITARIMAS DĖL 2023-08-18 PREKIŲ IR
PASLAUGŲ PIRKIMO SUTARTIES NR. 6PS-23-
200 PAKEITIMO**

Vilnius, 2025 m. kovo 14 d. Nr. 6PS-25-51

Akcinė bendrovė Lietuvos oro uostai, registruotos buveinės adresas Rodūnios kelias 10A, Vilnius, Lietuva, juridinio asmens kodas 120864074, atstovaujama atstovaujama generalinio direktoriaus Simono Bartkaus, veikiančio pagal įmonės įstatus (toliau – **Pirkėjas**),
ir

TK Airport Solutions S.A., registruotos buveinės adresas registruotos buveinės adresas Polígono Industrial Vega de Baiña s/n –33682 Mieres – Asturias – Ispanijos Karalystė, juridinio asmens kodas A33490707, atstovaujama regiono direktoriaus EA/LA Francisco Enrique Arqueros Martinez, veikiančio pagal 2007-04-23 įgaliojimą Nr. 1363, ir paslaugų vadovės EA/LA Carmen Arganza González, veikiančios pagal 2022-09-28 įgaliojimą Nr. 1781 (toliau – **Tiekėjas**),

Pirkėjas ir Tiekėjas toliau abu kartu vadinami „**Šalimis**“, o kiekvienas atskirai – „**Šalimi**“, atsižvelgdami į tai, kad:

A) Šalys 2023 m. rugpjūčio 18 d. sudarė T2 ir T3 teleskopinių keleivių laipinimo galerijų rekonstrukcijos ir naujų T4 galerijų, jų montavimo ir susijusių paslaugų (toliau – **Prekės ir Paslaugos**) pirkimo sutartį Nr. 6PS-23-200 (toliau – **Sutartis**), pagal kurią Tiekėjas įsipareigojo per Sutartyje nurodytą Prekių tiekimo ir Paslaugų teikimo terminą patiekti Prekes ir suteikti techninėje specifikacijoje nurodytas Paslaugas, kaip numatyta Sutartyje, ir pašalinti Prekių ir (ar) Paslaugų trūkumus (jei tokių būtų), o Pirkėjas įsipareigojo Sutartyje numatyta tvarka priimti kokybiškas ir tinkamai pristatytas / suteiktas Prekes ir Paslaugas bei sumokėti Tiekėjui Sutartyje numatytą kainą.

B) Sutarties priede - techninės specifikacijos 2.2.16 p. - numatyta, kad jei projekto įgyvendinimo metu paaiškėtų, kad Tiekėjas negalės suteikti paslaugų per patvirtintus laikotarpius, Tiekėjas privalės pasiūlyti papildomas korekcinės priemones ir planą, pagal kurį projektas būtų įgyvendintas laiku. Jei taptų akivaizdu, kad projektas nebus baigtas laiku, Tiekėjas turės pateikti atnaujintą planą su pagrįstais ištekliais, etapais ir priemonėmis. Naujai pateiktam planui turi būti gautas Pirkėjo pritarimas.

C) Sutarties bendrųjų sąlygų (toliau – **BS**) 14.2.1 p. numatyta, jog Sutarties pakeitimai gali apimti bet kurios Prekių dalies pristatymo, sumontavimo ar įrengimo

**ANCILLARY AGREEMENT ON
AMENDMENT OF THE GOODS AND SERVICES
PROCUREMENT CONTRACT NO. 6PS-23-200 OF
2023-08-18**

Vilnius, March 14th, 2025 No. 6PS-25-51

Joint stock company Lithuanian Airports, address of the registered office Rodūnios kelias 10A, Vilnius, Lithuania, legal entity code 120864074, represented by CEO Simonas Bartkus acting in accordance with the of company's articles of association (hereinafter - the **Buyer**),
and

TK Airport Solutions S.A., address of the registered office Polígono Industrial Vega de Baiña s/n –33682 Mieres – Asturias – Kingdom of Spain, legal entity code A33490707, represented by Regional Field Director EA/LA Francisco Enrique Arqueros Martinez, acting under 2007-04-23 Power of Attorney No. 1363, and Head of services EA/LA Carmen Arganza González, acting under 2022-09-28 Power of Attorney No. 1781 (hereinafter – the **Supplier**),

The Buyer and the Supplier are hereinafter jointly referred to as the **Parties** and each of them separately as the **Party**, having taken into consideration that:

A) On August 18, 2023 the Parties concluded the Goods and Services Procurement contract No. 6PS-23-200 (hereinafter - the **Contract**) for the refurbishment of T2 and T3 telescopic passenger boarding bridges and the purchase of new T4 bridges, installation and other related services (hereinafter - **Goods and Services**). Under this Contract and within the time limit for the delivery of the Goods and provision of the Services the Supplier undertook to supply the Goods and provide the Services specified in the technical specification and eliminate defects of Goods and/or Services (if any), whereas the Buyer undertook to accept the properly delivered and high-quality Goods and provided Services in accordance with the procedure provided for in the Contract and pay the Supplier the price provided for in the Contract.

B) Section 2.2.16 of the Annex to the Contract – technical specification provides that *if during the implementation of the project it becomes clear that the Supplier will not be able to provide the services within the approved terms, the Supplier must propose additional corrective measures and a plan for project delivery on time. If it becomes obvious that the project will not be finished on time, the Supplier will have to submit an updated plan with reasonable resources, phases and measures. Newly provided plan must be approved by Buyer.*

C) Clause 14.2.1 of the General Terms and Conditions of the Contract (hereinafter - **GTC of the Contract**) provides that *the Contract amendments include changing the location or*



vietos ar padēties keitimā; bet kurios Paslaugu daļies teikimo vietas keitimā.

position of the delivery, assembly or installation of any part of the Goods; changing the location of any part of the Services.

D) Sutarties priedo – tehninās specifikācijas – 2.1.3.1 p. norādīta, ka *visu galeriju atjaunošanas darbi jāveic Tiekājo gāybinās patalpos, o 2.1.5 p. numātā, ka visos galerijas (PBB ir NL) jābūti demontuotas, išvežtas ī Tiekājo objektā, atjaunintas ir pristātytas bei sumontuotas jā paskirties vietos. Tāp pat viešojo pirkimo vykdyto metū pirkime dālyvāujantiems tiekājams buvo paaiškinta rāstu, ka jei tiekājo personāls turi reikiamā ģrangā ir gāli atlikti visus reikiamus darbus vietos, tiekājas gāli netransportuoti galeriju dideliu atstumu ir atlikti šiuos darbus tiekājo arba tiekājo partnerio objektē, esānāiem arāiau VNO. Vadovādamās šiuo išāiškinimu, Tiekājas plānāvo vykdyti darbus objektē, esānāiem netoli VNO, māždāug 100 km atstumu. Toks sprendimas leido Tiekājui reikšmīgāi sumāžinti transportāvimo išlāidas ir pasiūlyti Pirkājui konkurēncingā kānā, ūztikrinānt Sutartyje numātājū terminū laikymāši.*

D) In the Annex to the Contract – section 2.1.3.1 of the technical specification – it is provided that all PBBs and NL refurbishment works must be carried out at Supplier's facilities and section 2.1.5 of the technical specification provides that *all the PBBs must have been dismantled, transported and refurbished at Supplier facilities and after works transported and installed at its destination position.* It was also explained in writing to the suppliers participating in the procurement during the procurement procedure *that if Supplier's personnel have necessary equipment and are able to provide all needed work on-site, suppliers can do these works in supplier's or supplier's partner facility located closer to VNO instead of transporting PBB for long distances.* In accordance with this clarification, the Supplier planned to carry out work at the facility located near the VNO, at a distance of about 100 km. Such a decision allowed the Supplier to significantly reduce transportation costs and offer the Buyer a competitive price, ensuring compliance with the terms provided for in the Contract.

E) Sutarties BS 14.7.2 p. numātā, ka *rāšytiniū Šāliū susītarimu Prekiū tiekimo / pristāymo ir Paslaugu teikimo terminas gāli būti prāteštas dēl pakeitimiū, atliēkamū vadovāujāntis Sutarties ir (ar) Pirkimiū, atliēkamū vādentvārkos, enerģetikos, transporto ar pāsto paslaugu srities perkanāiujū subjektū, īstāymo (tolāiu – **PI**) nuostatomis.*

E) Clause 14.7.2 of GTC of the Contract provides that *by written agreement between the Parties, the time limit for the supply /delivery of the Goods and the provision of the Services may be extended for changes made in accordance with the provisions of the Contract and/or the Procurement by Contracting Entities acting in the Field of Water Management, Energy, Transport or Postal Services (hereinafter - **PL**).*

F) Sutarties BS 14.8 p. nustātā, ka *Prekiū tiekimo / pristāymo ir Paslaugu teikimo terminas gāli būti prāteštas ne ilgāiu nei tēsiāsi Sutarties 14.7 p. išvārdintos aplinkybēs, bet ne ilgēsniām kāip 6 mēnesiū laikotarpiū.*

F) Clause 14.8 of GTC of the Contract provides that *the time limits for the supply / delivery of the Goods and the provision of the Services may be extended for a period not exceeding the duration of the circumstances referred to in clause 14.7 of GTC of the Contract, but for a period of not more than 6 months.*

G) Sutarties priedē – tehninās specifikācijas 2.2.47 p. – numātā, jog Paslaugu teikimo IV etāpo „Vienos iš PBB atjaunošimas. PBB pridāvimo bāndymāi ir pāleidimas. Mokymāi“ *darbi jābūti atlikti per 3 mēnesius nuo patvirtinimo pāteikimo.*

G) In the Annex to the Contract - section 2.2.47 of the technical specification – it is provided that the works of the Services in stage IV “PBB refurbishment. Acceptance testings and commissioning of the PBB. Training” *must be completed within 3 months after the submission of approval.*

D) Tiekājas 2025 m. vārsārio 20 d. rāstu kreipēsī ī Pirkājā su prāšymu prātešti PBB Nr. 48 (tolāiu – **PBB/48**) rekonstrukcijas ir īdiegimo terminā, norodydamās, jog reikālingās PBB/48 atjaunošimo ir īdiegimo etāpo prātešimas. Įvertinus pāteiktā prāšymā ir pātikslinus prāšyme pāteiktā informācijā etāpas prāšomas prātešti 68 dienoms. Termino prātešimo reikālingumas grindžiamās būtinybē išvengtī pasikārtojānāiū rizikū ir grēsmiū, siekiānt tinkāmāi ģgyvendinti projektā. Tiekājas PBB/48 atjaunošimui buvo surādēs tinkāmas patalpas Rygoje. Tāāiau dēl sudētingos logistikos, vis dāžniāu iškylanāiū problemū tiekānt PBB 48 rekonstrukcijāi reikālingās

D) On February 20th, 2025, the Supplier applied to the Buyer with a written request to extend the deadline for the reconstruction and installation of the PBB No. 48 (hereinafter – **PBB/48**) stating that an extension of the PBB/48 renewal and installation stage is required. After assessing the submitted request and clarifying the information provided in the request, the stage is requested to be extended for 68 days. The need for an extension of the deadline is based on the need to avoid recurrent risks and threats to properly implement the project. The Supplier had found suitable premises in Riga for the renewal of PBB/48. However, due to the complexity logistics, increasingly



medžiagas, detales bei žmogiškųjų išteklių valdymo per atstumą, taip pat atsižvelgdamas į Pirkėjo reiškiamus nuogaštavimus ir pastabas dėl teikiamų paslaugų kokybės ir galimų rizikų, Tiekėjas priėmė sprendimą PBB/48 atnaujinimo darbus vykdyti Ispanijoje – savo gamykloje. Taip Tiekėjui paprasčiau valdyti ir kontroliuoti visą PBB 48 rekonstrukcijos procesą ir užtikrinti jo kokybę. Tiekėjas savo rašte motyvuoja, kad perkeliant PBB 48 atnaujinimą iš Rygos į Ispaniją transportavimo terminas pailgėjo 45 dienomis. Be to, Tiekėjas rašte paaiškina, jog termino pratęsimui įtakos turi ir padidėjusi Paslaugų apimtis, nes reikalingas visiškas išorinis PBB/48 dažymas, esamos grindų plokštės keitimas nauja grindų plokšte, bei visus šviestuvus pakeisti šviestuvais su LED technologija. Šiems darbams reikia 23 papildomų dienų. Pratęsus PBB/48 rekonstrukcijos ir įdiegimo terminą, bendras projekto įgyvendinimo laikotarpis nesikeičia.

E) Pirkimų, atliekamų vandentvarkos, energetikos, transporto ar pašto paslaugų srities perkančiųjų subjektų, įstatymo (toliau – **PI**) 97 str. 1 d. 1 p. numato, kad pirkimo sutartis jos galiojimo laikotarpiu gali būti keičiama neatliekant naujos pirkimo procedūros, kai pakeitimas, neatsižvelgiant į jo piniginę vertę, iš anksto buvo aiškiai, tiksliai ir nedviprasmiškai suformuluotas pirkimo dokumentuose nustatant pirkimo sutarties peržiūros, įskaitant kainos indeksavimą, atlyginimų darbuotojams peržiūra, sąlygas ar pasirinkimo galimybes, įskaitant sutarties termino, perkamų kiekių, apimtį, objekto pakeitimą. Pirkimo dokumentuose turi būti nurodyta galimų pakeitimų ar pasirinkimo galimybių apimtis, pobūdis ir aplinkybės, kurioms esant tai gali būti atliekama.

Šalys, vadovaudamosi PI 97 str. 1 d. 1 p., Sutarties BS 14.7.2, 14.8 p. bei techninės specifikacijos 2.2.16 p., sudarė šį susitarimą (toliau – **Susitarimas**) ir susitarė:

1. Pratęsti Paslaugų teikimo IV etapo „**Vienos iš PBB atnaujinimas. PBB pridavimo bandymai ir paleidimas. Mokymai**“ terminą 68 dienomis, numatant, kad šio etapo galutinis terminas – 2025 m. gegužės 21 d.
2. Susitarimas įsigalioja Šalims jį pasirašius. Susitarimo pasirašymo diena yra laikoma diena, kurią Susitarimą pasirašė abi Šalys. Tuo atveju, jeigu Šalys Susitarimą pasirašė skirtingomis dienomis, Susitarimo pasirašymo diena yra laikoma ta diena, kurią Susitarimą pasirašė paskutinė iš Šalių. Jeigu Susitarimo pasirašymo datą nurodė tik viena iš Šalių, laikoma, kad abi Šalys pasirašė tą pačią dieną.
3. Kitos Sutarties sąlygos, nepaminėtos šiame Susitarime, lieka nepakitusios ir Šalys patvirtina iš jų

frequent problems in supplying the materials, parts and remote human resource management for the reconstruction of PBB/48, as well as taking into account the concerns and comments expressed by the Buyer regarding the quality of the Services provided and possible risks, the Supplier made a decision to carry out the PBB/48 renovation work in Spain – in its own factory. This makes it easier for the Supplier to manage and control the entire PBB/48 reconstruction process and ensure its quality. In the explanations the Supplier argues that when moving the PBB/48 renewal from Riga to Spain, the transportation term was extended by 45 days. In addition, the Supplier explains in the letter that the extension of the term is also influenced by the increase in the volume of Services, since it is necessary to perform full external painting PBB/48, replace existing floor surface with the new floor plate and replace all luminaires to luminaires with LED technology. These works require 23 additional days. The extension of the deadline for the reconstruction and installation of PBB/48 does not change the overall period of implementation of the project.

E) Point 1 of Part 1 of Article 97 of the Law on Procurement by Contracting Entities acting in the Field of Water Management, Energy, Transport or Postal Services (hereinafter referred to as the **PL**) provides that a procurement contract may be modified during its term without a new procurement procedure where the modification, irrespective of its monetary value, has been provided in the initial procurement documents in clear, precise and unequivocal clauses of review of public contract, including price revision, review of staff wages, or options, including modification of the contract term, the quantities to be purchased, the scope, subject-matter of the contract. The procurement documents must state the scope and nature of possible modifications or options as well as the conditions under which they may be used.

The Parties, in accordance with Point 1 of Part 1 of Article 97 of the PL, clauses 14.7.2 and 14.8 of GTC of the Contract and section 2.2.16 of the technical specification, have concluded this Agreement (hereinafter - **Agreement**) and have agreed on the following:

1. To extend the deadline for the Service stage IV “**PBB refurbishment. Acceptance testings and commissioning of the PBB. Training**” by 68 days with the deadline for this phase being 21st May 2025.
2. The Agreement is valid from the moment it was signed. The date of signature of the Agreement shall be deemed to be the date on which the Agreement is signed by both Parties. If the Parties have signed the Agreement on different dates, the date of signature of the Agreement shall be the date on which the Agreement is signed by the last of the Parties. If only one of the Parties has indicated the date of signature of the Agreement, both Parties shall be deemed to have signed on the same date.
3. Other provisions of the Contract not mentioned under this Agreement shall remain unchanged and the Parties shall



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VILNIUS INTERNATIONAL
AIRPORT (VNO)
LITHUANIA

Official request

13 March 2025

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BACKGROUND

The approach made by TKE, as indicated in the tender, was to carry the refurbishment works at on facility located close to Vilnius airport, approximately 100 km far from Vilnius airport.

This approach would allow TKE to significantly minimize transportation costs, and therefore offer a lower price to the airport and respect the contract delivery times, set at 3 months for each refurbishment

However, despite the continuous supervision of the TKE team, the use of materials from TKE, and the assurance of the quality of TKE, the first refurbishment works have generated to the client, concerns and fears about possible risks. These includes the fear about doing FAT without testing column or possible delays in material shipments.

TKE initiates this official request to State Enterprise Lithuanian Airports, Buyer of the contract No. 6PS-23-200, 08-08-2023 and based on the point 2.2.16 of the technical specification of contract, in which the following is cited.

2.2.16 if during the implementation of the project becomes clear that the supplier will not be able to provide the services within the approved terms, the supplier must propose additional corrective measures and a plan for the project delivery on time, the supplier will have to submit an updated plan with reasonable resources, phases and measures. Newly provided plan to be approved by the buyer.

New provided plan was submitted and approved by the buyer before during the process of Refurbishment works.

1. PROPOSAL

Even though TKE's confidence in the feasibility of the project and the quality of the product under the current approach and spite the increased cost associated with changing the changing the initial plan, TKE proposed the following change as a corrective measure to the previous situation.

- Carry out the refurbishment of the PBB 48 (apron drive)

With this change based on having the highest production technology available, all the TKE resources including engineering departments, quality, purchasing, logistics, etc, the risks and fears were reduced to zero, and the control of newly established deadlines was guaranteed.

Such a change was implemented with the approval of the Buyer.

In addition to the increase in costs, the organizational change led to considerable increase in transit times from Vilnius airport to refurbishment facilities and back. This transit time will increase from the current 2 days in case of the tryp Vilnius - Riga – Vilnius to 47 days in case of Vilnius – Mieres (Spain) – Vilnius.

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PBB was collected in Vilnius airport on Saturday 14th of December coinciding in time with Christmas period. It made the duration of transport for this PBB increased as follows:

- 14th of December 2024: PBB loaded at Vilnius airport
- December 14th transported by Road from Vilnius to Riga to get the Ferry to Lubeck (Germany). But there was not ferry until beginning of 2025.
- Truck arrived to Lubeck on January 6th 2025.
- Transport by Road from Lubeck to Amber - 6th to 8th January
- The intention was to take the ferry in Amber on 9th to Zeebrugge but it was not possible due to bad weather conditions
- Ferry from Zeebrugge to Spain departed on 12th of January
- PBB arrived to Mieres (our facilities) on 16th of January

Besides, the scope of works was also increased according to Client request, as follows:

- Complete external painting of the PBB 48, increase 16 days
- Complete exchange of the lighting by LED technology, increase 1 day
- During disassembly process, it was detected that, the main floor on the bridgehead was completely rusted. It was impossible to repair, and a new floor plate was designed, produced and installed, increase 6 days



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This extended transit time, new scope of supply and the status of the bridgehead makes it unfeasible to meet the deadlines of each single stage established in 3 months for each refurbishment (point 2.2.47 of technical specifications).

Considering all reasons mentioned above, TKE request to increase this stage for total of 68 days until May 21st , 2025.

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2. ACCEPTANCE AND SIGNATURE

With the following signature, the parties express their approval and acceptance of the proposal mentioned in this document.

Buyer's representative	Supplier's representative
Technological project manager,	Project Manager,
Date	Date: 13 March 2025
Signature: 	Signature:  

