

PUBLIC CONTRACT ON THE SALE AND PURCHASE OF SERVICES

2023-05-16 Nr. *LPS-56*
Vilnius

I. SPECIAL PART

The Lithuanian Armed Forces, legal entity code 188732677, Šv. Ignoto st. 8, LT-01144 Vilnius, represented by [redacted]

[redacted] (hereinafter referred to as **the Buyer**), and **AIRBUS HELICOPTERS S.A.S.**, represented [redacted]

[redacted] (hereinafter referred to as **the Provider**), hereinafter collectively referred to as the Parties in this Public Contract on the Sale and Purchase of Services, and individually referred to as the Party, have entered into the following Public Contract on the Sale and Purchase of Services, hereinafter referred to as the Contract, in accordance with the Law on Public Procurement of the Republic of Lithuania (hereinafter referred to as the Law on Public Procurement), and have agreed on the following terms and conditions.

1. Object of the Contract

1.1. **The Provider** shall provide and the **Buyer** shall buy **AS-365 Dauphin Helicopters Avionics Maintenance Courses** (hereinafter referred to as the Services), which comply with the requirements set forth in Annex 1 to the Contract "Technical Specification of Services" (hereinafter referred to as Annex 1) and other requirements established herein.

1.2. **The Buyer** undertakes to accept and pay for the Services in accordance with the requirements of the Contract as set out in Annex 1 to the Contract.

2. Contract price/value/price of services/pricing rules

2.1. **The total price of the Contract is 72.000,00 EUR** (seventy two thousand euros), excluding value added tax (hereinafter referred to as VAT).

2.2. The Contract is subject to fixed-price pricing with review.

2.3. The case for review is set out in clause 2.2 of the General Part of the Contract.

2.4. The price of the Services shall include all taxes and all costs related to the performance of the Services purchased and the proper performance of this Contract. If certain works, services, materials or charges are not estimated, they shall be deemed to be gratuitous and shall be charged from **the Provider**. **The Provider** shall have no right to claim any additional costs related to the performance of the Contract.

2.5. According to Article 22 of the Law on Value Added Tax of the Republic of Lithuania, initial and continuing vocational training is not subject to VAT.

3. Place, deadlines and conditions for the provision of Services

3.1. **The Provider** undertakes to provide the Services within a maximum period of 9 (nine) months from the date of placing the order for the Services with **the Provider** (the exact deadline shall be agreed with **the Provider** at the time of placing the order).

3.2. The Services shall be provided at Aeroport International Marseille Provence, 13700 Marignane, France.

3.3. Prior to the commencement of the provision of the specific Services set out in Annex 1, **the Provider** undertakes to draw up and agree with **the Buyer's** representative a timetable for the provision of the Services.

3.4. The Services shall be provided to 4 (four) persons.

3.5. Upon successful completion of the theoretical and practical training, the service provider shall issue a course recognition certificate (EASA Form 149) to persons who have successfully completed the theoretical and practical training, demonstrating that the course complies with the requirements of Annex IV (Part 147) of Commission Regulation (EU) No. 1321/2014.

3.6. The Services shall be accepted by signing Delivery-Acceptance Certificate in accordance with

clause 3.2 of the General Part of the Contract.

3.7. **The Provider** shall ensure that the circumstances referred to in Article 45(2¹) of the Law on Public Procurement do not arise during the conclusion and performance of the Contract. **The Buyer** shall have the right at any time to request **the Provider** to provide the supporting documents referred to in Article 51(12) of the Law on Public Procurement that the conditions referred to in Article 45(2¹) of the Law on Public Procurement do not exist. **The Provider** shall provide the documents requested by **the Buyer** within 10 (ten) working days of receipt of the request.

4. Payment procedure

4.1. **The Buyer** shall pay to **the Provider** in accordance with the procedure set out in clause 4.1 of the General Part of the Contract.

4.2. Advance payment shall not be made.

4.3. During the performance of the Contract, VAT invoices shall be submitted by means of the "E.sąskaita" (E-Invoice) information system, indicating **the Buyer**, the Contract number and the date. If **the Provider** does not submit an invoice by means of the "E.sąskaita" information system, no payment shall be made. If due to the laws in force in **the Provider's** country **the Provider** is unable to submit an electronic invoice, **the Provider** may provide **the Buyer** with an invoice in Portable Document Format (.pdf) to the particulars set out in this Contract. Electronic invoices submitted by **the Provider** must comply with the European standard for electronic invoicing, the reference of which was published 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. **The Buyer** must be indicated in the invoice.

4.4. **The Buyer** shall have the right to suspend payments to **the Provider** if **the Provider** fails or improperly performs any of its obligations under the Contract or under the law until such obligations have been properly fulfilled.

5. The Buyer's right to unilaterally terminate the Contract

5.1. If **the Provider** fails to commence the provision of the Services more than 10 days after the commencement date agreed in accordance with clause 3.1 of the Special Part of the Contract for the commencement of the provision of the Services, **the Buyer** shall have the right to terminate the Contract in accordance with the procedure set out in clause 9.2 of the General Part of the Contract.

5.2. If **the Provider** is more than 10 days late in providing the Services from the commencement date agreed in accordance with clause 3.1 of the Special Part of the Contract, **the Buyer** shall have the right to terminate the Contract in accordance with the procedure set out in clause 9.2 of the General Part of the Contract.

5.3. A circumstance is found to exist which meets at least one of the conditions listed in Article 45(2¹) of the Law on Public Procurement.

5.4. **The Provider** fails to provide **the Buyer** with the documents referred to in clause 3.7. of the Special Part of the Contract within the prescribed time limit.

5.5. Other cases of unilateral termination of the Contract are set out in clause 9.2 of the General Part of the Contract.

6. Quality of the Services

6.1 The Services provided must comply with the requirements set out in the Contract and its Annexes.

6.2. **The Provider** undertakes to immediately inform **the Buyer** in writing of any circumstances arising during the performance of the Contract which prevent the timely provision of the Services and/or the rectification of any deficiencies in the Services, indicating the reasons for the circumstances and the expected duration. The existence of such circumstances shall not relieve **the Provider** of its obligation to perform its contractual obligations within the time limits set out in the Contract.

7. Warranty obligations

Warranty obligations shall not apply.

8. Additional enforcement of contractual obligations

8.1. A surety letter of insurance company or bank guarantee shall not be required for the performance of the Contract.

9. Other conditions

9.1. The amount of the minimum losses agreed by the Parties in advance referred to in clause 11.1 of the General Part of the Contract shall be 0.2% of the price of the Services for which the deficiencies have not been rectified, excluding of VAT, for each day of delay.

9.2. The amount of the minimum losses agreed by the Parties in advance referred to in clause 11.2 of the General Part of the Contract shall be 5.040,00 EUR (five thousand forty euros) (7% of the total price of the Contract, excluding VAT).

9.3. The amount of the minimum losses agreed by the Parties in advance referred to in clause 11.3 of the General Part of the Contract shall be 100 EUR (one hundred euros) for a single instance of non-performance of the contractual obligations, which is no longer possible to rectify.

9.4. In the event of termination of the Contract in the cases referred to in clauses 5.3 and 5.4 of the Special Part of the Contract, the amount of the minimum losses agreed by the Parties in advance shall be 10.800,00 EUR (ten thousand eight hundred euros) (15% (fifteen percent) of the maximum Contract price referred to in clause 2.1 of the Special Part of the Contract, excluding VAT).

9.5. The duration of force majeure shall be 30 (thirty) days, subject to the provisions of clause 9.1.2 of the General Part of the Contract.

9.6. **The Provider** shall not use the subcontractor(s) to perform this Contract.

9.8. **The Provider's** representative:

9.9. Persons (lecturers) appointed by **the Provider** for the performance of the Contract:

9.10. **The Provider** may change the appointed persons (lecturers) during the performance of the Contract by informing **the Buyer** within 3 working days.

9.11. **The Buyer's** representative:

9.12. Person responsible for publishing the Contract and amendments: :

9.13. Annexes to the Contract:

9.14.1. Annex 1. Technical Specification of Services, 2 pages;

9.14.2. Annex 2. **The Provider's** final proposal: Annex No 2_Tender form, 2 pages;

9.14.2. Annex 3. Delivery-Acceptance Certificate, 1 page.

10. Validity of the Contract

10.1. The Contract shall be valid for a period of 9 (nine) months from the date of entry into force of the Contract and, in respect of the financial and warranty obligations, until the financial and warranty obligations have been fully fulfilled.

10.2. There shall be no Contract extension.

11. The Buyer's details

Lithuanian Armed Forces

Code 188732677

VAT number LT887326716

Šv. Ignoto st. 8, LT-01144 Vilnius, Lithuania

Account number: LT48 7900 0100 0246 0179

Bank „Swedbank“, AB

12. The Provider's details

AIRBUS HELICOPTERS S.A.S

Code 35238371500021

VAT number FR 52352383715

Aéroport International Marseille Provence, 13700 Marignane

Account number: FR04532887000

Bank „NATIXIS”

THE BUYER

Lithuanian Armed Forces



THE PROVIDER

AIRBUS HELICOPTERS S.A.S



PUBLIC CONTRACT ON THE SALE AND PURCHASE OF SERVICES

II. GENERAL PART

1. Concepts

- 1.1. The following basic concepts shall be used in this Contract:
 - 1.1.1. The Contract means **the General Part** and **the Special Part** of this public contract on the sale and purchase of services as well as annexes to the public contract on the sale and purchase of services.
 - 1.1.2. The Parties to the Contract mean **the Buyer** and **the Provider**.
 - 1.1.2.1. **The Buyer** - it is a party to the Agreement, the details of which are specified in the Agreement, purchasing the Services under the conditions specified in this Agreement;
 - 1.1.2.2. **The Provider** - it is a party to the Agreement, the details of which are specified in the Agreement, providing the Services under the conditions specified in this Agreement.
 - 1.1.3. **Recipient** - the subdivision of the **Buyer** specified in the special part of the Agreement or in the Annex to the Agreement to which the services are provided.
 - 1.1.4. Third party means any natural person or legal entity (also the state, state institutions, municipality, municipal authorities) with the exception of **the Recipient** which are not the parties to this Contract.
 - 1.1.5. Licenses mean all necessary licenses, patents and/or permits necessary for the execution of the Contract.
 - 1.1.6. The object of the Contract is the provision of services and goods related to their provision, which are agreed between the Parties in the Special Part of the Contract and meet the requirements established by **the Buyer**.
 - 1.1.7. The minimum losses agreed by the Parties in advance shall mean the amount of money calculated and undisputed by the Contract, which **the Provider** undertakes to pay to **the Buyer** if the contractual obligations have not been fulfilled or have been improperly fulfilled.
 - 1.1.8. Pricing rules mean the Contract price/rates or the rules of calculation of the Contract price/rates and price/pricing adjustment.
 - 1.1.9. Goods mean goods used for the provision of services, purchased with services, or goods which are produced in the course of the provision of services.
 - 1.1.10. A batch of goods means the quantity of goods delivered at the one time.
 - 1.1.11. A production lot means batches of goods made from the same material.
 - 1.1.12. A production lot of materials means a certain quantity of materials produced from the same raw materials obtained from the same **Provider** according to the same technology under the same conditions. A conformity assessment certificate or certificate shall be considered as proof of the quality of a production lot of specified material.
- 1.2. Calculation of the minimum losses agreed by the Parties in advance shall begin on the day after the last day of the term of fulfilment of obligations under the Contract and shall end upon the fulfilment of obligations by the Party to the Contract (the last day of calculation shall be considered to be the day of fulfilment of obligations).
- 1.3. The titles of parts and articles of the Contract shall be used only for convenience of references and may only be used as an additional means for the purpose to explain the Contract.
- 1.4. Unless otherwise provided in the Contract, the duration of the Contract and other time limits shall be calculated in calendar days.
- 1.5. If the time limit of payment or fulfilment of obligations coincides with official holidays and non-working days in the Republic of Lithuania, the time limit of fulfilment of obligations and payments under the Contract shall be the following working day.
- 1.6. In the Contract where the context requires, words in singular can have a plural meaning and vice versa.
- 1.7. In cases where a certain meaning is different from the meaning given in words and the meaning given in numbers, the verbal meaning shall be followed.

2. Contract price/rates/pricing rules

- 2.1. The Contract price/rates mean the amount of money paid by **the Buyer to the Provider** in accordance with the procedure and time limits established in the Contract.
- 2.2. The Contract price/rates shall be constant and shall not be changed throughout the duration of the Contract, except where the VAT rate applicable to the services and goods related to their provision changes after signing the Contract. The recalculated price/rates shall be formalised by written agreement between the Parties and shall apply to those services and goods related to their provision which will be provided after the date of entry into force of such an agreement is signed by the Parties.
- 2.3. The rates of the services shall be changed in accordance with the pricing rules set out in the Contract. The recalculated rates shall be formalised by written agreement between the Parties and shall apply to the services provided after the date of entry into force of such an agreement is signed by the Parties (*if such provision is established in the Special Part of the Contract*).
- 2.4. **The Provider** shall include in the Contract price/the rates of the services all costs and taxes related to the provision of services, including but not limited to:
- 2.4.1. Logistics (transportation) costs;
 - 2.4.2. Packing, loading, transit, unloading, unpacking, checking, insurance and other costs related to the provision of services;
 - 2.4.3. All costs related to preparation and submission of documents required by **the Buyer**;
 - 2.4.4. All costs related to acquisition or rent of tools, equipment, machinery as well as the operating costs of the equipment and machinery referred to in this clause;
 - 2.4.5. The costs of providing instructions for use and maintenance provided for in the Technical Specification;
 - 2.4.6. The costs of warranty repair;
 - 2.4.7. All costs related to production and presentation of working samples to **the Buyer**;
 - 2.4.8. All costs related to manufacture and presentation of material samples (main and accessories) used in the production of goods to **the Buyer**.
- 2.5. The risk of fluctuation of foreign exchange rates and change in producer prices shall be assumed by **the Provider**.
- 2.6. **The Buyer and the Provider** may conclude a tripartite direct settlement agreement with the sub-provider(s) specified in the Special Part of the Contract whereby **the Provider** transfers the right to the sub-provider, within the scope and conditions agreed between the Parties, and the sub-provider may require the Buyer to pay the agreed part of the Contract price. In the absence of a tripartite direct settlement agreement, the transfer of the claim right to the sub-provider shall not be valid.
- 2.7. The sub-provider, wishing to settle accounts directly with **the Buyer**, shall inform **the Buyer** in writing that it wishes to conclude a direct settlement agreement. In addition to the request for a direct settlement agreement, the sub-provider shall submit:
- 2.7.1. The main terms and conditions of a direct settlement agreement which are set out in clause 2.8 of the General Part of the Contract.
 - 2.7.2. Confirmation of **the Provider** that it agrees to conclude a direct settlement agreement on the terms and conditions proposed by the sub-provider;
 - 2.7.3. Documents proving that there are no grounds referred to in Article 46 (1) of the Law on Public Procurement.
- 2.8. A direct settlement agreement shall specify the part of the Contract price, the claim right of which is transferred to the sub-provider, the payment procedure which shall comply with the procedure set out in the Special Part of the Contract, the sub-provider's obligation to submit invoices only in agreement with **the Provider**; and upon submission of written evidence of such agreement, the obligation of the Parties and the sub-provider to inform about changes in the details, the procedure of execution of payments in the event of a dispute between **the Provider** and the sub-provider, and additional guarantee of the fulfilment of contractual obligations.
- 2.9. A direct settlement contract shall be concluded no later than the date on which the payment obligation arises under clause 4.1 of the General Part of the Contract.
- 2.10. A direct settlement with the sub-provider does not exempt **the Provider** from its obligations under the procurement contract. The rights, duties and other obligations of **the Provider** provided for in the

Contract not related to the transfer of the claim of the right to pay the Contract price to the sub-provider may not be transferred to the sub-provider.

2.11. **The Buyer** shall have the right to express to the sub-provider all objections that it had the right to make to **the Provider** prior to the transfer of the claim.

2.12. In the event of a dispute between **the Provider** and the sub-provider regarding direct settlement or the procedures provided for in a direct settlement agreement, all payment obligations shall be fulfilled by **the Provider**. If the claim of the sub-provider (invoice or another document) is not agreed with **the Provider**, a dispute between **the Provider** and the sub-provider shall be deemed to have arisen.

2.13. All payment documents related to the procurement contract shall be provided by means of the information system "E-invoice". In the event of changes in the legal provisions on the submission of payment documents through the information system "E-invoice", the legal regulation in force at that time shall apply accordingly.

3. Time limits and conditions for the provision of services

3.1. The services shall be provided within the time limits and procedures specified in the Special Part of the Contract (or in the annex(s) to the Contract).

3.2. **The Provider** shall provide services at its own risk without additional payment. Duly rendered services shall be transferred and accepted after **the Buyer** and **the Provider** (in individual cases **the Provider** and **the Recipient**) sign a document confirming the transfer and acceptance of services. This document shall be signed only if the services are provided in high quality and meet the requirements laid down in the Contract and its annex(s). When the provided services are of high quality and meet the requirements set for them in the Agreement and its annex (es), the document confirming the transfer-acceptance of services must be signed within 30 days at the latest.

4. Time limits and conditions of payment

4.1. Payments shall be made to **the Provider** within 30 (thirty) days from the date of signing the document confirming the transfer and acceptance of services and receipt of the invoice (invoice must be submitted by electronic means provided for in Article 22 (3) of the Law on Public Procurement / Article 12 (10) of the Law on Public Procurement in the Field of Defence and Security). If other payment conditions are laid down, they shall be established in the Special Part of the Contract. In case of late payment within the time limit provided for in this clause, upon **the Provider's** request (not later than within 30 (thirty) days from the receipt of the request), interest shall be paid to it in accordance with the Law of the Republic of Lithuania on the Prevention of Late Payment in Commercial Transactions.

4.2. If the advance payment the amount of which is specified in the Special Part of the Contract is paid for the services, **the Provider** undertakes, within 5 (five) working days from the date of receipt of notification for the amount of advance paid by **the Buyer**, to provide the bank guarantee for the advance payment or insurance company's surety letter (which would be valid for 2 (two) months longer than the deadline for the provision of services) and advance payment invoice. **The Provider** shall also provide a confirmation from the insurance company (proof of payment, etc.) that the surety letter is valid (*if the provision regarding advance payment is established in the Special Part of the Contract*).

4.3. Advance payment bank guarantee or surety letter shall include the statement that the guarantor/surety irrevocably and unconditionally undertakes, within 14 (fourteen) days from **the Buyer's** written notification on the termination of the Contract due to the fault of **the Provider**, to pay **the Buyer** the amount, not exceeding the amount of the surety/guarantee, by transferring the money to **the Buyer's** account.

4.4. Advance payment bank guarantee or surety letter cannot indicate that the guarantor or surety is liable only for the compensation of direct losses. The bank guarantee or surety letter cannot include terms or conditions that would oblige **the Buyer** to prove to the company which has issued the guarantee or surety letter that the Contract with **the Provider** was terminated lawfully or otherwise would allow the company that has issued the guarantee or surety letter not to pay (or delay payment) the amounts secured (guaranteed) by the guarantee or surety.

4.5. The bank guarantee or surety letter of the insurance company for the advance payment which does not comply with the requirements set out in clauses 4.2–4.4 of the General Part of the Contract shall not be

accepted. In such a case, **the Provider** shall be deemed not to provide **the Buyer** with an advance payment bank guarantee or insurance company's surety letter and shall be settled in accordance with clause 4.1 of the General Part of the Contract.

4.6. **The Buyer** shall pay the advance within 10 (ten) days from the date of receipt of the advance payment bank guarantee or surety letter of the insurance company and the advance payment invoice.

4.7. The Parties have the right to enter into additional agreements on the reduction of the amount provided for in the advance payment in the bank guarantee or surety letter of the insurance company after **the Provider** has duly fulfilled part of the obligations.

5. Quality of services

5.1. The services shall comply with the requirements specified in the Contract and its annex(s).

5.2. After **the Buyer** has checked the quality of services provision during the course of service provision and found deficiencies in the provision of services or the fact that the provision of services was delayed, or the services were not provided at all, or other contractual obligations were violated, the inspection statement shall be drawn up, which shall be signed by **the Buyer's** and **the Provider's** authorised representatives (if **the Provider's** representative refuses to do so, the inspection statement shall be signed only by **the Buyer's** representative) and **the Provider** shall be subject to contractual liability.

5.3. If a conflict regarding the quality of services and their compliance with the requirements set out in the Contract and its annex(s) cannot be resolved by agreement between the Parties, the Parties shall have the right to invite independent experts. All costs related to the work of the experts shall be borne by the unsuccessful disputing Party.

5.4. **The Provider** undertakes to allow **the Buyer's** representative to carry out quality control over the production process, verify auxiliary materials and raw materials, their initial acquisition documents.

5.5. If, at the time of acceptance of goods which are related to the provision of services, it is noticed that they do not comply with the requirements set out in the Contract and its annex(s), **the Provider's** representatives shall be invited, in whose presence a statement shall be drawn up by which the goods shall not be accepted and **the Provider** shall be subject to contractual liability (in this case, contractual liability applies if the time limit for the delivery of the goods has expired (*applicable if the goods transferred/sold during the performance of the service contract are directly related to the object of the contract*)).

6. Quality guarantee¹

6.1. Quality guarantee period shall be indicated in the Special Part of the Contract (or in the annex to the Contract).

6.2. During quality guarantee period, **the Provider** shall, at the latest within the deadline established in the Special Part of the Contract, provide at its own expense another equivalent goods instead of the defective ones (the goods are not required to be identical to the goods received under the Contract, but must be able to perform functions of the goods purchased under the Contract), which could be used instead of the goods purchased under the Contract during the period of elimination of deficiencies, meeting the requirements set out in the Contract and its annex(s) (*if such provision is established in the Special Part of the Contract*).

6.3. During quality guarantee period, **the Provider** shall, at the latest within deadline specified in the Special Part of the Contract, eliminate the deficiencies of the goods at its own expense or, in the event of failure to eliminate them, replace the defective goods at its own expense with the new ones that comply with the requirements of the Contract and its annex(s) (*if such provision is established in the Special Part of the Contract*).

6.4. Defects in the goods observed during the quality guarantee period shall be notified to **the Provider** in writing (by fax or post). A claim for quality can be made during the entire term of the quality guarantee.

6.5. The term of quality guarantee of the goods those deficiencies are eliminated by **the Provider** shall be calculated from the date of signing the document confirming the transfer and acceptance of goods with corrected deficiencies.

¹ Quality guarantee period shall be indicated when the goods transferred/sold during the performance of the contract on the sale and purchase of services are directly related to the object of the contract.

6.6. If the goods are replaced with the new ones, they shall be granted the same period of quality guarantee as specified in the Special Part of the Contract, which shall be calculated from the date of signature of the document certifying the transfer and acceptance of the new goods.

6.7. The guarantee specified in the Special Part of the Contract (or in the annex to the Contract) shall not apply if **the Provider** proves that the deficiencies of the goods arose due to wrong or incorrect behaviour of **the Buyer** or the activities of third parties, or force majeure.

7. Force majeure circumstances

7.1. The Party shall not be held liable for any failure to fulfil any obligations under this Contract if it proves that this has occurred due to unusual circumstances beyond the control and reasonable anticipation of the Parties and could not prevent the occurrence of such circumstances or their consequences. The circumstances referred to in Article 6.212 of the Civil Code of the Republic of Lithuania and in the Rules for Exemption from Liability in Force Majeure Circumstances, approved by Resolution No. 840 of the Government of the Republic of Lithuania of 15 July 1996, shall be considered as force majeure. In determining the circumstances of force majeure, the Parties shall follow the Resolution No. 222 of the Government of the Republic of Lithuania of 13 March 1997 "On the approval of the procedure for issuing certificates attesting force majeure circumstances" or substituting legal acts. In the event of force majeure circumstances, the Parties to the Contract shall be exempted from liability for failure to fulfil, partial non-fulfilment or improper performance of obligations stipulated in the Contract in accordance with the procedure established by the legal acts of the Republic of Lithuania, and the time limit for performance of obligations shall be extended.

7.2. A Party requesting to exempt it from liability, shall notify the other Party in writing of the circumstances of force majeure without delay, but not later than 10 (ten) working days from the date of occurrence or clarification of such circumstances, providing evidence that it has taken all reasonable precautions and has taken every effort to reduce costs or negative consequences, as well as shall report the possible deadline for the fulfilment of obligations. Notification shall also be required when the basis for non-compliance of obligations ceases to exist.

8. Codification

8.1. Within 5 (five) days after the entry into force of the Contract, **the Provider** shall provide **the Buyer** with a copy of the Contract signed at the address indicated by it and the data necessary to identify the goods related to the provision of services purchased in accordance with the forms provided for in the annex to this Contract – "List of material values to be codified" and "Information about the manufacturer and the provider". **The Provider** shall provide completed and signed forms in electronic form or paper copies thereof (*if such provision is established in the Special Part of the Contract*).

8.2. Upon request of **the Buyer**, **the Provider** shall provide additional technical documentation required for codification (e.g., technical characteristics, drawings, photographs, catalogues, references, etc.) free of charge within 5 (five) days.

9. Termination of the Contract

9.1. This Contract may be terminated:

9.1.1. By written agreement between the Parties;

9.1.2. In case of force majeure circumstances lasting longer than the number of days specified in the Special Part of the Contract (depending on the specificity of the performance of the Contract, the specific term indicated in the Special Part of the Contract may be from 14 to 60 days) and in the absence of any agreements between the Parties on the amendment of this Contract enabling the Parties to continue to fulfil their obligations, each Party to the Contract may unilaterally terminate the Contract by notifying the other Party in writing no later than 7 (seven) days in advance;

9.2. **The Buyer**, not later than 7 (seven) days in advance (*if no other time limit is specified in the Special Part of the Contract*), having informed **the Provider** in writing, shall have the right to unilaterally terminate the Contract due to a material breach of the Contract. A material breach of the Contract shall be deemed to be if:

- 9.2.1. **The Provider** does not begin to provide the services within the time limit specified in the Special Part of the Contract;
- 9.2.2. **The Provider** delays in providing (or informs that it will not provide) services within the time limit(s) specified in the Special Part of the Contract;
- 9.2.3. **The Provider** increases the price/rates of the services, except in the case provided for in clause 2.2 of the General Part of the Contract;
- 9.2.4. **The Provider** fails to fulfil or fulfils improperly the guarantee obligations provided for in clause 6 of the General Part of the Contract;
- 9.2.5. **The Provider** does not fulfil the obligation provided for in clause 12.4 of the General Part of the Contract (*if the performance of the Contract will be secured by bank guarantee or surety letter*);
- 9.2.6. The services provided by **the Provider** do not comply with the requirements set out in the Contract and its annex(s), and **the Provider** does not eliminate deficiencies of the services under the procedure specified in the Special Part of the Contract;
- 9.2.7. **The Provider** does not provide an advance payment bank guarantee within the specified time, which would be valid at least for the period specified in clause 4.2 of the General Part of the Contract (*if advance payment is established in the Contract*);
- 9.2.8. During the period of validity of the Contract, **the Provider** is included in the lists of Un-trusted Suppliers or Providers which Have Provided False Information;
- 9.2.9. If it appears that **the Provider** is unreliable and endangers national security;
- 9.2.10. During the performance of the Contract, the circumstances provided for in Article 46 (1) of the Law on Public Procurement /Article 34 (1) of the Law on Procurement in the Field of Defence and Security are revealed;
- 9.2.11. During the performance of the Contract, it appears that the Contract has been amended in breach of Article 89 of the Law on Public Procurement /Article 53 of the Law on Procurement in the Field of Defence and Security.
- 9.3. **The Buyer**, having informed **the Provider** in writing no later than 7 (seven) days in advance (**unless another time limit is specified in the Special Part of the Contract**), shall have the right to unilaterally terminate the Contract if **the Provider** is liquidated or applies the court for the opening of bankruptcy or restructuring proceedings, or for bankruptcy or restructuring proceedings, or for the opening of out-of-court bankruptcy proceedings.
- 9.4. After termination of the Contract, **the Provider** shall, within 10 (ten) days from the date of termination of the Contract, return the advance paid by **the Buyer** (if such was paid) for the outstanding part of the Contract not fulfilled.

10. Dispute settlement procedure

- 10.1. The Contract is concluded and shall be interpreted in accordance with the law of the Republic of Lithuania.
- 10.2. Any disputes or disagreements arising between the Parties to the Contract relating to the Contract shall be resolved by negotiation, and in case of failure to resolve a dispute by negotiation, it shall be resolved in the courts of the Republic of Lithuania in accordance with the procedure established by the legislation of the Republic of Lithuania based on the location of **the Buyer's** seat.

11. Liabilities

- 11.1. In case of late provision or correction of deficiencies in the provision of services and/or goods within the period specified in clause 7 of the Special Part of the Contract (if goods were provided/sold during the provision of services), **the Provider** shall pay **the Buyer** from 0.05 to 0.2 percent (the specific amount is indicated in the Special Part of the Contract) from the price excluding VAT for each day of delay (and/or goods) or services (and/or goods) not provided within the deadline (*applicable depending on how the term of the liabilities is calculated in the Special Part of the Contract*) the minimum losses agreed by the Parties in advance, the payment of which does not exempt **the Provider** from the obligation to compensate the losses incurred by **the Buyer** for a failure to fulfil or improper fulfilment of **the Provider's** obligations related to the elimination of service deficiencies and/or warranty of the goods. **The Provider** undertakes to

pay the minimum losses agreed by the Parties in advance no later than within the deadline specified in the invoice or demand.

11.2. In case of termination of the Contract for reasons listed in clauses 9.2.1, 9.2.2, 9.2.3, 9.2.4, 9.2.5, 9.2.6, 9.2.7, 9.3 or other reasons listed in the Special Part of the Contract, **the Provider** shall pay within 14 (fourteen) days (from the date of termination of the Contract) to **the Buyer** not less than 5–7 (seven) percent of the Contract price excluding VAT (or total tender price) (a specific percentage or specific fixed amount shall be indicated in the Special Part of the Contract) that is considered to be the minimum losses agreed by the Parties in advance, but not more than the price, excluding VAT, of all the outstanding obligations under this Contract. Payment of the minimum losses agreed by the Parties in advance does not exempt **the Provider** from the obligation to compensate for all losses incurred by **the Buyer** in case of failure to perform or improper performance of the Contract by **the Provider**.

11.3. If the services have not been provided or the services are provided in poor quality and there is no longer a possibility to provide the services or to correct the deficiencies in the provision of services (the provision of services after the deadline has become irrelevant, objectively no longer possible, etc.), for each such non-provision of the services specified in the Contract and its annex (s), **the Provider** shall pay **the Buyer** the amount of the minimum losses agreed by the Parties in advance in the Special Part of the Contract. Payment of the minimum losses agreed by the Parties in advance does not exempt **the Provider** from the obligation to compensate for all losses incurred by **the Buyer** in case of failure to perform or improper performance of the Contract by **the Provider**. **The Provider** undertakes to pay the minimum losses agreed by the Parties in advance no later than within the deadline specified in the invoice or demand.

11.4. Other cases of application of contractual liability to **the Provider** are specified in the Special Part of the Contract.

11.5. Pursuant to Article 6.253 (1) and (3) of the Civil Code of the Republic of Lithuania, the delay in financing from the budget is a condition completely relieving from civil liability and interest payment to **the Provider** for delayed settlement.

12. Validity of the Contract

12.1. The Contract shall enter into force upon signature by both Parties and after **the Provider** submits to **the Buyer** the bank guarantee or surety letter of the insurance company for the Contract enforcement (*if the Special Part of the Contract states that the performance of the Contract will be secured by the bank guarantee or surety letter*), which ensures the payment of the amount specified in clause 11.2 of the General Part of the Contract. The guarantor/surety in the bank guarantee or in the surety letter of the insurance company undertakes to pay the amount specified in clause 11.2 of the General Part of the Contract if the Contract is terminated by **the Buyer** due to at least one of the reasons specified in clauses 9.2.1–9.2.7, 9.3 or other reasons specified in the Special Part of the Contract. The bank guarantee or surety letter stating that the guarantor or surety is liable for only of direct losses shall not be accepted because it must be obliged to compensate the specific amount of guarantee for performance of the Contract specified in clause 11.2 of the Contract.

12.2. The guarantor/surety shall irrevocably and unconditionally undertake not later than 14 (fourteen) days after the written notice confirming the termination of the Contract on grounds provided for in the Contract in the event of fault of **the Provider**, to fulfil the obligation and pay the committed amount, by transferring money to **the Buyer's** account.

12.3. **The Provider** shall provide **the Buyer** with the bank guarantee or surety letter of the insurance company referred to in clause 12.1 of the General Part of the Contract, which shall be valid for two months longer than the time limit for provision of services or time limit of validity of the Contract specified in the Special Part of the Contract. **The Provider** shall also provide a confirmation from the insurance company (proof of payment, etc.) that the surety letter is valid. Payment of the amount specified in the contract performance bank guarantee or insurance company's surety letter shall not be linked to the full compensation of losses incurred by **the Buyer** and shall not exempt **the Provider** from the obligation to reimburse them in full.

12.4. If, during the performance of the Contract, the legal entity (bank or insurance company) that has issued the guarantee of performance of the Contract is unable to fulfil its obligations (suspended activity, announcement of moratorium, etc.), **the Provider** shall provide a new guarantee of performance of the

Contract within 10 (ten) days, under the same conditions as the previous one. If **the Provider** fails to provide a new contract performance guarantee, **the Buyer** shall have the right to terminate the Contract in accordance with the procedure specified in clause 9.2.5 of the General Part of the Contract.

12.5. Contract performance guarantee shall be returned within 10 (ten) days from the expiry date of this guarantee upon written request by **the Provider**.

12.6. The terms and conditions of the Contract may not be changed during the period of validity of the Contract, unless the change is possible in accordance with the provisions of Article 89 of the Law on Public Procurement /Article 53 of the Law on Procurement in the Field of Defence and Security and does not contradict the basic principles and purpose of public procurement.

12.7. If, during the term of Contract validity, the Parties notice technical errors, spelling mistakes (incorrectly transferred provisions from the tender or procurement conditions, etc.) or there are changes in the persons responsible for the performance of the Contract or details of the Parties to the Contract, the terms and conditions of the Contract may be clarified by written agreement between the Parties. Such an adjustment of the terms and conditions of the Contract shall not be considered a change in the terms and conditions of the Contract.

12.8. The Contract may be extended under the terms and conditions set out in the Special Part of the Contract or, if necessary, **the Buyer** shall have the right to purchase services not specified in the Contract and its annexes but related to the object of purchase not exceeding 10 percent of the maximum Contract price indicated in clause 2 of the Special Part of the Contract. **The Provider** may provide services not specified in the Contract and its annexes but may provide services related to the object of purchase only at the applicable prices for those services specified in the Provider's trading place, catalogue or website, or if such prices are not published, prices offered by the Provider, competitive and market-conforming prices. In case of need to purchase services not specified in the Contract and its annexes, but related to the object of purchase, **the Buyer** and **the Provider** shall conclude an additional written agreement, the terms and conditions of which shall be analogous to the terms and conditions of the Contract, adapting them accordingly to newly purchased services (*if such provision is established in the Special Part of this Contract*).

12.9. The expiry of the Contract provided for in the Special Part of the Contract does not imply the expiry of the obligations of the Parties under the Contract and does not exempt the Parties from civil liability for breach of this Contract.

13. Written correspondence

13.1. Notifications sent by **the Buyer** and **the Provider** to each other in Lithuanian/English (*applicable if the Contract is concluded in English*) shall be written. Notifications sent to each other by the Parties shall be sent by post, e-mail or handed in person. Notifications shall be sent to the addresses and numbers indicated in the details of the Parties in the Special Part of the Contract. If the sender requires confirmation of receipt, it shall state such a requirement in the notification. If a time limit is set for receipt of a reply to a written notification, the sender shall specify in the notification a requirement to confirm receipt of the written notification.

13.2. The Parties undertake to notify each other in writing no later than 3 (three) working days of any change in the details of the Party referred to in the Special Part of the Contract. If the Party to the Contract does not notify the change of its details in time, it may not claim the actions of the other Party carried out in accordance with the details of the Party provided for in the Contract.

14. Confidentiality of information and personal data

14.1. The Parties shall ensure that the information which they transmit to each other shall be used only for the purposes of the Contract and shall not be used in a manner that would harm the Party that has transmitted that information.

14.2. The Parties undertake to ensure confidentiality of all information known and/or entrusted to them during the term of validity of the Contract and upon termination of the Contract. The Parties undertake to use personal data obtained during the performance of the Contract only when it is necessary for the performance of the Contract.

14.3. **The Provider** undertakes, without prior written consent of **the Buyer**, not to use the information provided to it by **the Buyer** either for its own or for the benefit of any third parties, and not to disclose such information to other persons except cases provided for by the legislation of the Republic of Lithuania.

14.4. Personal data specified in the Contract and its annexes (names, surnames, positions, e-mail or phone number) may be used only to identify the persons of the Parties or **the Recipient** responsible for the execution of the Contract and to communicate on the matters of performance of the Contract. If any additional personal data is processed during the performance of the Contract, this data and the purpose of its processing shall be specified in clause 9 of the Special Part of the Contract.

14.5. The Parties to the Contract shall ensure that personal data processed in the performance of the Contract shall be accessed only by those persons to whom this data is necessary for the fulfilment of obligations under the Contract.

14.6. Personal data specified in the Contract and its annexes may not be transferred to third parties, except for the sub-providers named by **the Provider** and **the Recipient** (if any), which are used for the execution of the Contract and only in cases where this is necessary for the execution of the Contract or the failure to disclose such data would cause serious difficulties in the execution of the Contract. If the sub-provider is changed in accordance with the procedure provided for in the Contract, a separate consent of the other Party regarding the transfer of data shall be obtained.

14.7. If, during the performance of the Contract, it becomes apparent that personal data not covered by the terms and conditions of the Contract is processed, the Parties to the Contract shall immediately inform the other Party about such data and maintain its confidentiality. If personal data not provided for in the Contract is turned out to be processed, clause 9 of the Special Part of the Contract shall be completed.

14.8. All personal data that has been processed for the purpose of fulfilling the obligations provided for in the Contract may be processed until the moment when the obligations of the Parties under the Contract expire. Only personal data, the destruction of which would take unreasonably significant time or financial costs or would be unjustified for the purposes of using the outcome of the Contract, can be left and not destroyed.

14.9. The Parties shall take sufficient technical and organisational measures to ensure security and confidentiality of information. The Parties shall inform each other of any breach of personal data processed under the Contract within 1 (one) working day. The notification of the infringement shall specify the nature of the infringement, the possible consequences of the infringement and the measures taken to remedy or mitigate the consequences of the infringement.

14.10. The Parties shall not indemnify each other's costs and losses as a result of personal data processing obligations under this Contract.

14.11. In breach of the obligation stipulated in clause 14.3 of the General Part of the Contract, **the Provider** shall pay **the Buyer** the amount of 10 percent of the maximum price of the Contract value/tender price excluding VAT, the amount of the minimum losses agreed by the Parties in advance and compensate other losses incurred as a result of such an infringement.

15. Final provisions

15.1. The Contract is concluded in Lithuanian/English, Lithuanian and English in two/four copies (one/two copies for each Party) (*applicable depending on which languages the Contract is concluded*). Both texts are authentic and have the same legal force. In the event of discrepancies between the texts in Lithuanian and English, the English text shall be preferred (*if the Contract is concluded with a foreign provider in Lithuanian and English*).

15.2. This Contract consists of the General and Special Parts of the Contract and the annex(s) to the Contract. All annexes to this Contract are an integral part of the Contract.

15.3. Neither Party shall have the right to transfer neither rights nor obligations under this Contract to a third party without prior written consent of the other Party.

15.4. In breach of the obligation specified in clause 15.3 of this Contract, **the Provider** shall pay **the Buyer** 5 percent of the maximum amount of the Contract price/tender price, excluding VAT, the amount of the minimum losses agreed by the Parties in advance, unless otherwise specified in the Special Part of the Contract.

15.5. **The Provider** guarantees that it has all the licenses necessary for the performance of the Contract. **The Provider** undertakes to indemnify **the Buyer** for losses if claims or proceedings are initiated against **the Buyer** regarding breaches of patents or licenses arising out of or in connection with the performance of the Contract.

15.6. The Parties to the Contract confirm that at the conclusion of the Contract they did not exceed and did not violate their competence (articles of association, regulations, statutes, any resolution, decision, order, any binding legal act (including local, individual) of the governing body of the Party to the Contract (owner, founder or other competent entity), transaction, court decision (ruling, regulation, etc.).

15.7. The performance of the Contract may be interpreted by written agreement of the Parties without altering the terms and conditions of the Contract.

15.8. The name of the sub-provider(s) / sub-provider(s) and a part of its/their contractual obligations are indicated in the Special Part of the Contract.

15.9. During the performance of the Contract, the sub-provider(s) / sub-provider(s) referred to in the Contract may be replaced by another sub-provider(s) / sub-provider(s) due to objective circumstances which **the Provider** could not foresee at the time of submission of the application/tender. Replacement of the sub-provider(s) / sub-provider(s) specified in the Contract with another is possible only after prior written agreement with **the Buyer**. The request for replacement of sub-provider(s) / sub-provider(s) established in the Contract to another one(s) shall be submitted to **the Buyer** in writing, indicating the reasons for such change, together with supporting documents that the new sub-provider(s) / sub-provider(s) meet all the requirements for sub-provider(s) / sub-provider(s) set out in the documents of the public procurement on the basis of which this Contract is signed, and **the Provider** has not lost the minimum qualifications specified in the procurement documents due to the change of the sub-provider. Replacement of sub-provider(s) / sub-provider(s) established in the Contract to another sub-provider(s) / sub-provider(s) shall be formalised by a written amendment to the Contract (*applicable if the Provider intends to use sub-providers*). Replacement of sub-provider(s) / sub-provider(s) established in the Contract to another sub-provider(s) / sub-provider(s) shall be formalised by a written amendment to the Contract.

15.10. Person/persons appointed by **the Provider** who represent **the Provider**, accept and approve orders provided by **the Buyer**, responsible for the quality of the services provided, participate in the meetings with **the Buyer** and perform other actions, necessary for proper execution of this Contract are specified in the Special Part of the Contract.

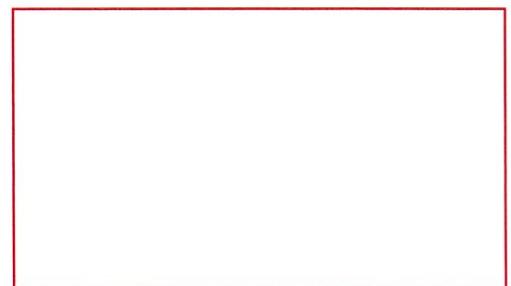
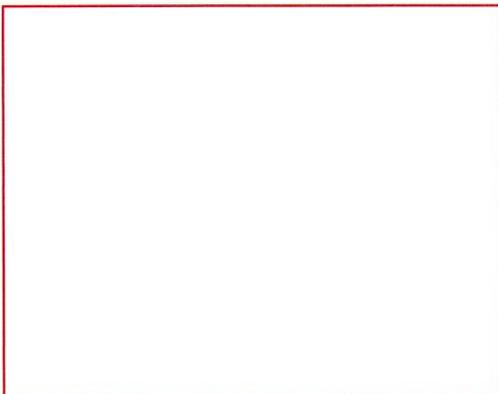
15.11. Person/persons appointed by **the Buyer** who represent **the Buyer**, provide orders to **the Provider**, participate in the meetings with **the Provider** and perform other actions necessary for proper execution of this Contract are specified in the Special Part of the Contract.

THE BUYER

Lithuanian Armed Forces

THE PROVIDER

AIRBUS HELICOPTERS S.A.S



/Seal place/

Annex 1
to the Public Contract on the Sale and Purchase of Services
No. 16-05- 2023
LPS-56

TECHNICAL SPECIFICATION OF THE SERVICES

HELICOPTER AS365 „DAUPHIN“ AVIONIC MAINTENANCE COURSE

1. Procurement object:

1.1. The Helicopter AS-365N3+ T2 Avionic maintenance course is designed to provide the knowledge and skills to maintain aircraft with a high level of safety and great efficiency, in accordance with EASA PART 147 requirements.

2. Mandatory requirements:

- 2.1. Language of the course – English.
- 2.2. The structure, equipment and personnel qualifications of the training organization shall comply with the provisions of Part IV of Annex 147 to Commission Regulation (EU) No 1321/2014 "Requirements for the training organization".
- 2.3. The training organization must conduct training and examinations in accordance with the requirements of Annex IV (Part-147) to Commission Regulation (EU) No 1321/2014.
- 2.4. The duration of the course is from 4 to 6 weeks.
- 2.5. Course shall include theoretical and practical (on-job) training.
- 2.6. Elements of theoretical training:
 - 2.6.1. documentation;
 - 2.6.2. general description;
 - 2.6.3. structure;
 - 2.6.4. transmissions;
 - 2.6.5. rotors;
 - 2.6.6. electrical power;
 - 2.6.7. hydraulic power;
 - 2.6.8. landing gear;
 - 2.6.9. flight controls;
 - 2.6.10. fuel system;
 - 2.6.11. engine interface;
 - 2.6.12. automatic pilot;
 - 2.6.13. ventilation and heating system;
 - 2.6.14. ice and rain protection;
 - 2.6.15. lighting;
 - 2.6.16. avionic systems / instruments;
 - 2.6.17. fire protection;
 - 2.6.18. radio communication and navigation systems;
 - 2.6.19. equipment and furnishing.
- 2.7. Practical training tasks:
 - 2.7.1. use of the technical publication;
 - 2.7.2. the location of helicopter systems components;

- 2.7.3. indicating and recording systems maintenance;
- 2.7.4. electrical power maintenance;
- 2.7.5. hydraulic power maintenance;
- 2.7.6. flight controls maintenance;
- 2.7.7. fuel system maintenance;
- 2.7.8. ventilation and air conditioning system maintenance;
- 2.7.9. lighting system maintenance;
- 2.7.10. auto flight system maintenance;
- 2.7.11. radio communication systems maintenance;
- 2.7.12. electronic emergency equipment maintenance;
- 2.7.13. navigation systems maintenance;

3. Additional material:

3.1. The service provider shall issue a course recognition certificate (EASA Form 149) demonstrating compliance of the course with the requirements of Annex IV (Part-147) to Commission Regulation (EU) No 1321/2014 for person who successfully finish theoretical and practical training.

THE BUYER
Lithuanian Armed Forces



THE PROVIDER
AIRBUS HELICOPTERS S.A.S



/Seal place/

Annex 2
to the Public Contract on the Sale and Purchase of Services
No. ____ of _____ 2023

ANNEX NO 2 TO THE PROCUREMENT CONDITIONS - TENDER FORM*

HELICOPTER AS365 „DOUPHIN“ AVIONIC MAINTENANCE COURSE

To whom: Lithuanian Armed Forces

Date:	31.01.2023
No:	
Location:	MARRIGNANE

Names of supplier / entity group members:	ARBUS HELICOPTERS S.A.S
Codes of supplier:	352384E-13
Addresses of supplier:	Aéroport International Marseille Provence, 13700 Marseilles
VAT codes of supplier:	FR 492 343 715
Account number, bank code of the supplier / entity group responsible person	0453287360 - 3600*
Name, surname of person, responsible for proposal	
Phone number, e-mail of person, responsible for proposal	
Name, surname, position of person, signing the contract, in case of winning	
Name, surname, phone number, e-mail of person, responsible for contract execution, in case of winning	
(1) members of the Supplier / Entity Group, (2) the undertakings whose capacity is invoked, and (3) if the grounds for exclusion apply to all subcontractors, the subcontractors, the collegial supervisory body (Supervisory Board) and / or the collegial management body (Board); the list of members (if any) and (or) the person to whom the VPI Article 46.2 d. 2 p. powers provided for	

Supplier approvals:

- With this proposal, we mark, that we accept all procurement conditions, that are set in:
 - Public procurement documents;
 - Other procurement documents (their explanations, additions).
- We certify that the information and data provided in tender are correct and include everything necessary for the proper performance of the contract.
- We certify, that if the proposal does not specify the members of the collegial supervisory / management bodies, those bodies are not formed in legal entities (applicable when the grounds for exclusions are specified in the procurement documents).
- Proposal is valid until term end, specified in procurement documents.
- On occasions when supplier does not need to pay VAT, supplier shows the reasons, why VAT payment is not needed;
- The supplier shall quote the prices to no more decimal places than permitted in the procurement documents.

Supplier proposal:

No	Name	Quantity	Unit	Price per person without VAT, Eur	Sum without VAT, Eur
1	HELICOPTER AS365 „DOUPHIN“ AVIONIC MAINTENANCE COURSE	4	person		72000
Sum without VAT					72000
VAT sum					0
Sum with VAT					72000



Entities (including quasi-subcontractors - individuals to be recruited in the event of a successful tender) whose capacity the supplier relies on in order to meet the qualification requirements

Name*	Code, address	Transferred liabilities	Transferred liabilities part from whole contract (Eur or %)	Qual. Requirement No

The proposal shall be accompanied by the following documents

No.	Document name	Document is confidential? Yes/No
1	Copy of the joint operation (if applied)	
2	European single procurement document	
3	Subcontracting agreement, tender or insert, preliminary agreements or other documents confirming that the resources of other economic entities will be available to the supplier upon winning the procurement (is used for justification as stated)	
4	Ensurance of the proposal validity	
5	Documents substantiating the compliance of the tender with the technical specification of the procurement conditions	

The price of the Goods specified in the offer, except for its components, subcontractors, as well as other information that must be published as otherwise publicly available to the public in accordance with the procedure established by legal acts, shall not be considered confidential information. Confidential information consists, in particular, of trade (manufacturing) secrets and confidential aspects of tenders. Information required to be made public by the laws of the Republic of Lithuania may not be indicated by the supplier as confidential, therefore, if the supplier indicates such information as confidential, the Contracting Authority has the right to publish it. If the supplier does not indicate confidential information, the confidential information shall be deemed not to be included in the supplier's tender. Pursuant to the Description of the Procedure for Dissemination of Information in the Central Public Procurement Information System approved by the Director of the Public Procurement Office in 2017 June 19 by order no. 1S-91 "On Approval of the Description of the Procedure for Publication of Information in the Central Public Procurement Information System", the Contracting Authority will publish the tender of the winning tenderer, except for the information indicated as confidential by the Supplier, in the CTP IS.

Job title of the supplier or his authorized person:

Name of signatory:

THE BUYER
Lithuanian Armed Forces

THE PROVIDER
AIRBUS HELICOPTERS S.A.S

/Seal place/