

**CONTRACT FOR THE  
All-Terain crane 70t**

Special Conditions of the Contract

2025-09-05 No. 2025/4-1-395

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

The Lebanese Armed Forces (Beneficiary or Buyer), the representative [REDACTED]

[REDACTED] and

Liebherr-Werk Ehingen GmbH, 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>ALL-TERAIN CRANE 70T</b> (hereinafter referred to as Goods).
1.2.	Quantity of goods	Specified in the Technical Specification (Annex 2 of the Contract)
1.3.	Place of delivery of the Goods	<b>Beirut, Lebanon</b> The exact place of delivery of the Goods will be specified by the Beneficiary 7 days before the expected delivery of the Goods.
1.4.	Project	The Goods are financed under the European Peace Facility Contribution Agreement No EPF/2025/23, which provides a financial contribution to finance the implementation of the assistance measure under the European Peace Facility to support the Lebanese Armed Forces.
1.5.	The possibility to purchase goods and / or services not specified in the technical specification	Not applicable

**2. THE TERM OF DELIVERY OF THE GOODS**

2.1	The term of delivery of the Goods	<b>6 months</b> from the moment the contract is signed by CPVA and the Supplier
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	CPVA will have to submit an order for the Goods, indicating the exact quantity of the ordered Goods.	No later than 5 days after the entry into force of the Contract.
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### 3. CONTRACT PRICE

3.1	Pricing	This is a fixed price Contract.
3.2	Initial Contract price (Shall remain unmodified throughout the performance of the Contract and applicable only for the amendments according to article 89 of Law on Public Procurement of the Republic Lithuania and 1.5 Clause of the Special Conditions of the Contract)	794 000,00 Eur excluding value added tax (VAT) 794 000,00 Eur including VAT
3.3	Contract price	3.3.1 The price for the Goods, specified in the Technical Specification, 794 000,00 Eur including VAT. The rate of VAT is 0 %: 794 000,00 Eur excluding VAT.
3.4	Advance payment	No advance payment will be paid to the Supplier.
3.5	The moment of repayment of the advance payment	Not applicable
3.6	Interim payments	Not applicable
3.7	Export and Import procedures	<p><u>Export procedures:</u> If the purchased goods are to be exported to Lebanon, all export procedures and documents relating to the export of the purchased goods will be handled and signed by the Supplier. In this respect, the Supplier will issue an invoice at a 0% VAT rate.</p> <p><b>Beneficiary The Lebanese Armed Forces must be indicated on the export documents.</b></p> <p><u>Import procedures:</u> If the goods are to be purchased and imported into Lebanon, all import procedures and import-related documents will be handled and signed by the Beneficiary. All taxes and costs related to the import shall be the responsibility of the Beneficiary.</p> <p>If the Party concerned encounters unforeseen difficulties (e.g. lack of action by the authorities, lack of necessary documentation, etc.) in carrying out export or import procedures, it shall immediately inform the other Parties of these circumstances.</p>

### 4. PAYMENT PROCEDURE

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

4.1.1. The Goods specified in Clause 1.1 of the Special Conditions of the Contract should be submitted according to the Contract and Technical Specification in a duly and timely manner.

4.1.2. After the Supplier has delivered the Goods and the final result has been transferred in accordance with the procedure laid down in Clause 3 of the General Conditions of the Contract, by signing an act of transfer - acceptance by the Parties, the CPVA shall make a final payment on the basis of an invoice submitted by the Supplier. The amount to be paid to the Supplier is specified in point 3.3 of the Special Conditions of the Contract.

4.1.3. 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
5.2.	Supplier shall pay to CPVA for a delay in delivery of the Goods and (or) in the training of personnel, if required by the Technical Specification 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 interest 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>	0,1 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
5.3 <sup>1</sup>	Supplier shall pay to CPVA for the nondelivered Goods when the Goods were not delivered within the reasonable period set by the CPVA, a contractual penalty in the amount of:	10 percent of the not delivered Goods
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 Contract price, indicated in Clause 3.3.1 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 Contract price, indicated in Clause 3.3.1 of the Special Conditions including VAT, which is paid to the Party who has suffered as a result of the Supplier's failure to fulfill such obligations
5.7.	If during the performance of the Contract, it is established that the supplier, its subcontractors, the economic entities whose capacities are	10 percent of the Contract price, indicated in Clause

	relied upon, or persons controlling them, or Goods supplied by the Supplier (including the manufacturers of the goods) pose a threat to the national security of the Beneficiary state and/or satisfies at least one of the prohibited conditions provided for in Chapter 7.1 of the Procurement Conditions.	3.3.1 of the Special Conditions including VAT
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## 6. ESSENTIAL BREACH AND ESSENTIAL CONDITIONS OF THE CONTRACT

6.1.	Essential breach and essential conditions of the Contract is	when the Contractor delays in delivering all Goods (including personnel training, if required by the Technical Specification) by half of the deadline specified in Clause 2.1 of the Special Conditions of the Contract or the Supplier violates the delivery deadlines of the Goods and due to the delay in the delivery of the Goods, the Goods become unnecessary, e.g. Project ends.
6.2.		when the Contractor fails to fulfill obligation for changing for subcontractor (s) as prescribed in Clause 12 of the General Conditions of the Contract
6.3.		When the Contractor and its subcontractors, the economic entities whose capacities are relied upon, or persons controlling them, or Goods supplied by the Supplier (including the manufacturers of the goods) pose a threat to the national security of the Beneficiary state and/or satisfies at least one of the prohibited conditions provided for in Chapter 7.1 of the Procurement Conditions

## 7. NOTICES

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

	CPVA	Beneficiary	Supplier
position			
name, surname			
tel.			
e-mail			

## 8. REPRESENTATIVES, RESPONSIBLE FOR THE PERFORMANCE OF THE CONTRACT

8.1.	on behalf of <b>CPVA</b> (might be replaced by deputy representative)		
8.2.	on behalf of <b>Beneficiary</b> (might be replaced by deputy representative)		
8.3.	on behalf of <b>Supplier</b> (might be replaced by deputy representative)		

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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	<p>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.</p>
9.2.	The Contract enters into force	<p>on the date of its signing by all Parties (except for the term of delivery of Goods, which shall be calculated from the moment specified in Clause 2.1 of the Contract.). 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, the Supplier is recognized as not meeting the requirements set out in the Terms of procurement regarding national security, therefore further</p>

		Contract signing procedures with this Supplier are terminated.
9.3.	The Supplier shall use the capabilities of subcontractors	Not applicable
9.4.	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:	9.4.1. Amendments to the Contract; 9.4.2. Special Conditions of the Contract; 9.4.3. Technical Specification; 9.4.4. General Conditions of the Contract; 9.4.5. Procurement documents; 9.4.6. Tender of the Supplier; 9.4.7. Annex No. 3 Template of an Invoice; 9.4.8. 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 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.

1.3. The parties, in executing this Contract, undertake to comply with all laws and other legal acts applicable to the execution of this Contract. A party has the right to require the other party to fulfill all legal and other legal act requirements applicable to the execution of this Contract. None of the terms of this Contract shall mean or be interpreted as a waiver by the CPVA and/or Beneficiary of any other rights and warranties not discussed in this Contract but provided by laws and other legal acts in relation to improper supply or quality of goods, or as a waiver by the Supplier of any other rights and warranties not discussed in this Contract but provided by laws and other legal acts in relation to compensation for the Goods received.

### 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 applicable legislation.

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

2.3.1. In order to receive an advance payment, when applying for an advance payment, together with the advance payment invoice, the Supplier must provide CPVA with an advance payment repayment guarantee for at least the amount of the requested advance payment – a financial guarantee, issued by a bank or a financial institution. The period of validity of the guarantee for the repayment of the advance payment shall be at least 30 days after the fulfilment 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.

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 payment, 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 payment 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 payment. 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 payment 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 3.4 and 3.5 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 payment to the CPVA (if applicable).

Upon termination of the Contract, the Supplier must return the advance payment 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 payment that exceeds the price of the Goods accepted by CPVA shall be returned). If the Supplier does not return the received advance payment, CPVA shall use the guarantee of the advance payment.

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 payment may be reduced by the amount of the advance payment 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 (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 SABIS information system. CPVA accepts the electronic invoices and processes them using the means of SABIS information system except if, in the event of mobilization, war or emergency, there are violations of the information system SABIS, which makes it impossible to communicate and exchange information between CPVA and the Supplier using SABIS.

2.14. The CPVA shall also establish the option of direct settlement of invoices 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 Supplier must deliver and hand over the Goods to the Buyer and CPVA, and the Buyer and CPVA must accept the Goods of high quality and complying with the requirements of the Contract and laws and other legal acts. The Goods are delivered within the deadlines and address specified in the Special Terms and Conditions, delivery by prior arrangement with the Buyer and CPVA.

3.2. 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.

3.3. Interim Act of Transfer-Acceptance of Goods is to be issued if applicable according to the Specific Conditions of the Contract.

3.4. 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.

3.5. Act of Transfer-Acceptance must contain information separately for each Goods, indicating the value of each individual Goods.

3.6. 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.

3.7. 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.

3.8. If at the time of acceptance of Goods the Beneficiary and (or) 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 (or) CPVA shall determine a reasonable time limit for rectification of the shortcomings/ inconsistencies of Goods, of which the Supplier shall be notified accordingly.

3.9. The Buyer and the CPVA may refuse to accept the Goods or part thereof and serve (or send) the Defects Act to the Supplier due to improper Goods or part thereof.

3.10. The Supplier must collect the Goods that do not comply with the requirements of the Contract, laws and other legal acts (if applicable) at his own expense within the time limit set out in the Buyer's and CPVA's Defects Act, as well as at the request of the CPVA or Buyer to reimburse the costs of storing such Goods.

3.11. If the Supplier has delivered the Goods within the time limit for delivery of the Goods set out in the Special Terms and Conditions, but they are defective and the Supplier does not correct these defects before the expiry of the delivery period specified in the Special Terms and Conditions, the Supplier shall be subject to penalties of the amount specified in the Special Terms and Conditions until the date of delivery of the eligible Goods.

3.12. If the Supplier removes within the time determined by the Beneficiary and (or) 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.

3.13. After the delivery of the Goods the 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.

3.14. 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.

3.15. The Act of Transfer-Acceptance of Goods shall be signed in 3 copies, each having the same legal effect.

3.16. 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 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. 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;

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

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

5.5.10. 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;

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

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

5.5.13. 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.

5.5.14. not to pose a threat to the national security interests of the Beneficiary country and ensure that none of the prohibited conditions provided for in Chapter 7.1 of the Procurement Conditions (if applicable) are satisfied.

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 Supplier must ensure that the quality of Goods meets the Technical specification requirements and the conditions of the Supplier's offer, the Goods are of high quality, supplied properly and on time, in accordance with the terms of this Contract in a way that best serves the CPVA's and Beneficiary's interests, according to universally recognized best professional, technical standards and practices, using all necessary skills and knowledge.

For avoidance of doubt, defects of the Goods include, but are not limited to, non-conformities in the quality of the Goods identified by the Buyer or (and) third parties at the time of delivery-acceptance or during the warranty period of the Goods, failures to meet the requirements of the Contract or (and) laws and other legal acts, malfunctions, hidden defects, operational disruptions, or similar issues that would make the Goods unusable for the purpose intended by the Buyer, or would reduce the utility of the Goods such that the Buyer, had they known of these defects, would either not have purchased the Goods at all, or would not have paid such an amount for them.

6.2. If the Goods (or any Good or part of it) do not meet the quality requirements, CPVA and/or the Beneficiary have the right to choose to demand by the reasonable time limits set:

6.2.1. that the Goods be replaced with the Goods of proper quality, except in cases where the defects are minor or occurred due to the fault of CPVA and/or the Beneficiary;

6.2.2. that the price be reduced accordingly;

6.2.3. that the Supplier fix the defects of the Good at no cost within a reasonable period or reimburse CPVA's or the Beneficiary's expenses for fixing them, if the defects can be remedied;

6.2.4. to return the Goods to the Supplier and do not pay for them or demand to return paid price and terminate the Contract.

6.3. The amount payable to the Supplier under the Contract shall be reduced to the extent that the value of the Goods to the Buyer is reduced due to the defects of the Goods. The decrease in the value of the Goods includes, among other things, the Buyer's expenses for the assessment and elimination of defects in the Goods, the decrease in the value of the Goods, the increase in the buyer's current or future costs for the operation of the Goods (if such costs were assessed at the time of procurement).

6.4. For the delay in eliminating the defects of the Goods, the CPVA must require the Supplier to pay the penalties of the amount specified in the Special Terms and Conditions. The Supplier shall be obliged to satisfy the monetary claim made by the CPVA under this clause within 30 (thirty) days or within a longer reasonable period specified in the CPVA's claim.

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

6.5. 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 shall bear all costs related to warranty repairs.

6.6. 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.

6.7. 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.

6.8. After the defects of the Goods are remedied, the warranty period for the repaired part of the Goods or new Goods begins anew from the day the properly repaired or replaced Goods (or their parts) are delivered to the Buyer.

6.9. The Supplier, having eliminated all the defects of the Goods, must inform the Buyer thereof.

6.10. Within 5 (five) working days after receipt of the Supplier's notification about the elimination of defects in the Goods, the Buyer must check the defects indicated in the Act or the Buyer's claim and confirm in writing which defects of the Goods have been eliminated.

6.11. 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.

## **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. 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.

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

9.5. 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:

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

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

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

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

9.6. 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 10 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. in the event of circumstances specified in Section 8 "Special requirements related to safeguarding national security interests" of the Special Part of the Procurement Conditions.

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 negotiation.

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

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

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

#### **15. MISCELLANEOUS**

15.1. The Parties warrant and represent that they:

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

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

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

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

15.1.5. keep all documents and information received under the Contract confidential, and shall not have the right to transfer them to any third party, and shall not publish and disclose any provisions of the Contract, except for

cases when this is necessary for the performance of the Contract, or which must be disclosed according to applicable legislation, is transferred, published or disclosed. If an agreement cannot be reached on whether some provisions of the Contract must be published or disclosed, the CPVA shall make the final decision thereon. This condition shall remain valid after the termination or expiry of the Contract.

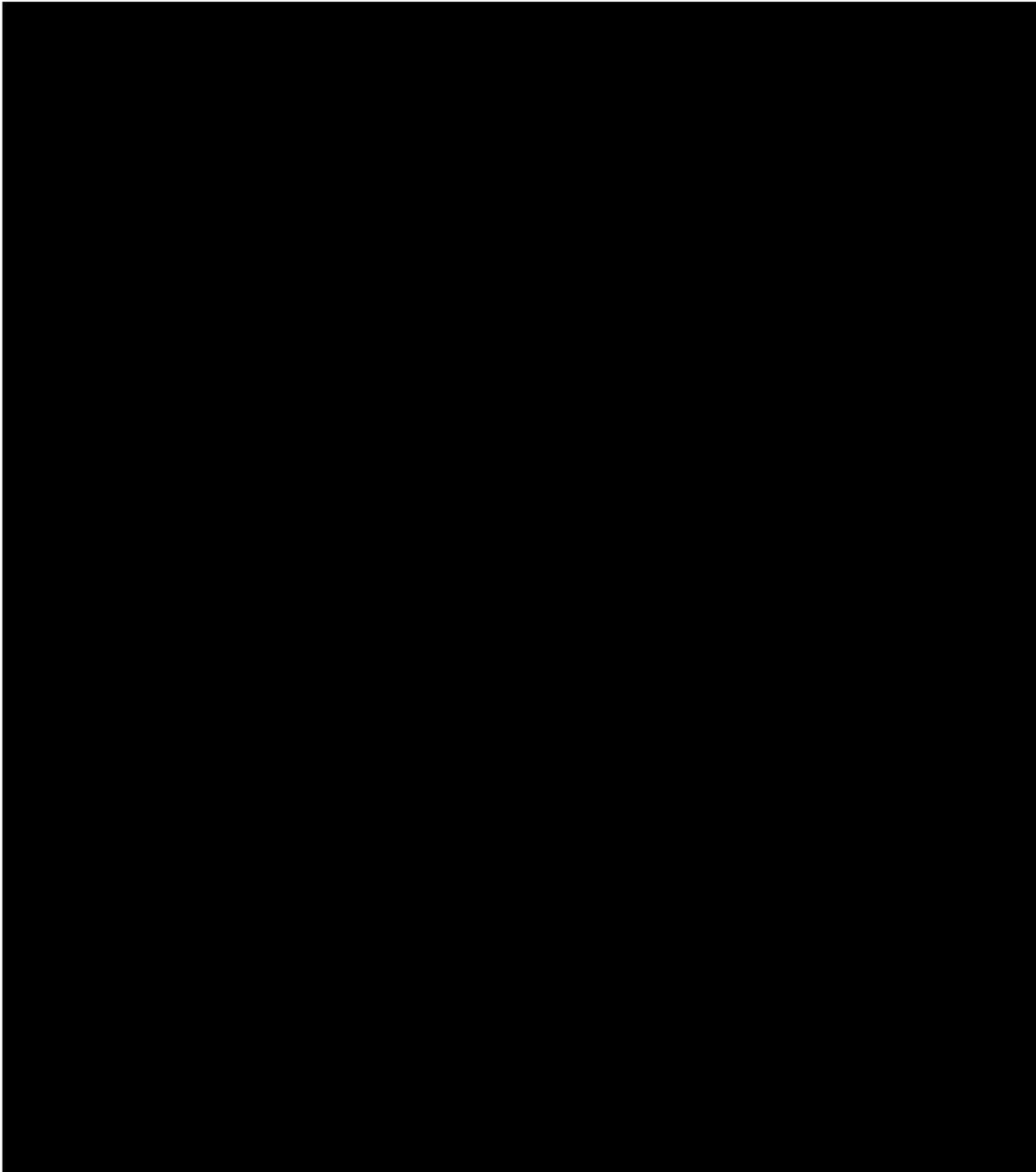
15.2. For the purposes of this Contract, the term "in writing" means by email, post or personal delivery. This clause of the Contract shall be not applied to documents which, in accordance with the legislation of the Parties, must be signed by them and kept in paper form.

15.3. 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**

**CPVA:**

**Beneficiary:**



**TECHNICAL SPECIFICATION****ALL-TERRAIN CRANE 70T**

Public Body Central Project Management Agency is carrying out a public procurement procedure for the procurement of All-terrain crane for the Armed Forces of Lebanon (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
<b>1.</b>	<i>General requirements for the object of procurement</i>		
<b>1.1.</b>	Object of procurement	All-terrain crane suitable for road and for limited off-road and construction site conditions, consisting of crane carrier and crane superstructure, equipped with telescoping boom and lifting equipment, suitable for loading and unloading material and general cargo within the capacity of the crane and superstructure.	The supplier declares compliance with this requirement in section 4 of the Tender form.  Supplier must also provide manufacturer's technical documentation (catalogs, 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, confirming compliance with requirements for procurement object.
<b>1.2.</b>	Delivery location	Beirut, Lebanon <i>*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 section 4 of the Tender form.
<b>1.3.</b>	Quantity	1 unit	The supplier declares compliance with this requirement in section 4 of the Tender form.
<b>1.4.</b>	Manufacturing the equipment	The crane carrier, superstructures and all ancillary equipment must be new and unused. Used or used and refurbished equipment cannot be offered.  Crane carrier and superstructure cannot be one-off (experimental) products.  All-Terrain crane should be made no earlier than 2023	The supplier declares compliance with this requirement in section 4 of the Tender form.
<b>1.5.</b>	Warranty	1. All-terrain crane, superstructure and all ancillary equipment must be	The supplier declares compliance with this requirement in section 4 of

		<p>covered by a manufacturer's warranty of at least 24 months and at least 3000 engine hours, whichever comes first.</p> <p>2. The manufacturer must guarantee the availability of maintenance and spare parts for at least 15 years.</p> <p>3. The warranty servicing and maintenance of the crane carrier and superstructure must be provided by the Supplier and/or by the manufacturer and/or its representative in the service station indicated in the territory of Lebanon, and if there are no service stations of the Supplier, manufacturer or its representative in the territory of Lebanon, cranes must be transported to the entity, specified by the supplier and responsible for warranty service, outside of the territory of Lebanon and afterwards returned at suppliers expense to the Beneficiary's places of deployment.</p>	<p>the Tender form and submits the following supporting documents:</p> <p>For the paragraph No. 1 and 2, the supplier must submit with the tender a manufacturer's certificate, declaration or other document proving compliance with the requirements</p> <p>For paragraph No. 3 Supplier shall provide location of service centers in Lebanon or other means of ensuring service and maintenance of vehicles and superstructures, as required by the established requirements.</p>
<b>1.6.</b>	Documentation to be supplied with the all-terrain cranes	All-terrain crane must be supplied with printed maintenance and user manual in English and/or Arabic. User manual must include user and service manual for the crane carrier and crane superstructure (or separate manuals must be provided).	The supplier declares compliance with this requirement in section 4 of the Tender form.
<b>2.</b>	<b><i>Technical requirements for the All-Terrain crane</i></b>		

<b>2.1.</b>	Vehicle equipment	<p>All-terrain crane must be so equipped that it can be used for its intended purpose on the territory of Lebanon without any additional equipment.</p> <p>The readouts of the measuring instruments and gauges must be in the metric system (SI units) and the crane carrier must be designed for right-hand traffic (left-hand steering wheel).</p>	<p>The supplier declares compliance with this requirement in section 4 of the Tender form.</p>
<b>2.2.</b>	Lifting capacity	<p>1. Lifting capacity of the All-terrain crane must be not less than 70 000 kg and not more than 80 000 kg.</p> <p>2 Lifting capacity must be calculated according to EN 13000 (or equivalent) crane safety standard.</p> <p>3. Crane must be equipped with hook and hook block, suitable for maximum lifting capacity.</p> <p>4. Crane must be supplied with counterweight, suitable for lifting maximum capacity, (counterweight can be comprised from multiple pieces and can be partially removable for axle load reduction during road transportation).</p>	<p>The supplier declares compliance with this requirement in section 4 of the Tender form.</p> <p>Supplier must also provide manufacturer's technical documentation (catalogs, 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, providing load charts calculated according to EN 13000 (or equivalent) standard, confirming cargo lifting capacity.</p>
<b>2.3</b>	Lifting height	<p>1. Lifting height of the All-terrain crane must be not less than 50 m. when using telescoping boom without assembly jib</p> <p>2 Assembly jib, increasing lifting height with at least 5 m. above the maximum extension of the telescoping boom must be provided.</p>	<p>The supplier declares compliance with this requirement in section 4 of the Tender form.</p> <p>Supplier must also provide manufacturer's technical documentation (catalogs, 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, confirming lifting height.</p>
<b>2.4.</b>	Engine	<p>Crane carrier must be equipped with diesel engine with emission standard not higher than Tier III.</p> <p>Engines with emission standard higher than Tier III can be offered</p>	<p>The supplier declares compliance with this requirement in section 4 of the Tender form.</p> <p>Supplier must also provide manufacturer's technical</p>

		only if exhaust system of the proposed carrier engine don't require Diesel exhaust fluid (DEF, AddBlue).	documentation (catalogs, 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 with engine specification.
<b>2.5.</b>	Gearbox type	Crane carrier must be equipped with automated manual or automatic gearbox.	The supplier declares compliance with this requirement Supplier must also provide manufacturer's technical documentation (catalogs, 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 with transmission specification.
<b>2.6.</b>	Axle configuration	<p>1. Crane carrier must be equipped with not less than 4 axles and include not less than 2 powered axles.</p> <p>8*4; 8*6, 8*8 and other axle configurations are acceptable.</p> <p>2. All axles of the crane carie must be steerable.</p>	<p>The supplier declares compliance with this requirement in section 4 of the Tender form.</p> <p>Supplier must also provide manufacturer's technical documentation (catalogs, 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 with axle specification.</p>
<b>2.7.</b>	Requirements for the cabin of the crane carrier	<p>Crane carrier's cabin should have following functionalities and features:</p> <p>1. Seating capacity for no less than 2 people (including driver).</p> <p>2. Equipped with heating and air conditioning.</p> <p>3. Equipped with first aid kit.</p>	<p>The supplier declares compliance with this requirement in section 4 of the Tender form.</p> <p>Supplier must also provide manufacturer's technical documentation (catalogs, brochures) and/or product manufacturer's declarations (if the manufacturer's technical documentation does not fully reflect the compliance of the offered</p>

			product with the requirements of the technical specification) or other equivalent documents with specification of the vehicle cabin, confirming that cabin has required features and functionalities according to parts 1 through 6 of this paragraph.
<b>2.8.</b>	Requirements for the equipment of the crane carrier	<p>Crane carrier must have the following functionalities and features:</p> <ol style="list-style-type: none"> <li>1. Crane carrier must be capable of road speed of not less than 80 km/h in road transport configuration.</li> <li>2. Equipped with an outrigger system with not less than 4 hydraulically telescoping outriggers.</li> <li>3. The outrigger system must have independent horizontal and vertical control for each outrigger.</li> <li>4. The outrigger system must have level indicator and be equipped with automatic levelling system.</li> <li>5. Crane carrier must be equipped with 1 set of outrigger bases.</li> <li>6. Crane carrier must be equipped with suspension for all the axles of the carrier.</li> <li>7. Crane carrier must be equipped with lockable storage for tools and rigging equipment, accessible from the outside of the crane carrier.</li> <li>8. Crane carrier must be equipped with switchable perimeter work lights, designed to provide lighting to</li> </ol>	<p>The supplier declares compliance with this requirement in section 4 of the Tender form.</p> <p>Supplier must also provide manufacturer's technical documentation (catalogs, 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, confirming that vehicle has required features and functionalities according to parts 1 through 9 of this paragraph.</p>

		<p>the area around the crane carrier when operating in the dark.</p> <p>9. Crane carrier must be equipped with emergency stop buton/s, clearly marked and mounted in the position, that is accessible from the ground level. Buton must function by immediately stopping the operation of the crane machinery after pressing it.</p>	
<b>2.9.</b>	Requirements for the crane superstructure	<p>All- Terrain crane must have crane superstructure with following functionalities and features:</p> <ol style="list-style-type: none"> <li>1. Superstructure must have 360 degrees of slewing for crane turret.</li> <li>2. Operators cabin for the crane boom must be mounted on the rotating turret and provide unobstructed view of the boom.</li> <li>3. Superstructure must be equipped with telescoping crane boom with hydraulic telescoping mechanism.</li> <li>4. Crane boom must be equipped with hydraulic lifting with safety valves for the hydraulic cylinders.</li> <li>5. Crane turret must have the mounting positions for counterweights, required to lift maximum lifting capacity.</li> <li>6. Crane turret must be equipped with lighting equipment, mounted on the crane boom and on the crane turret for lighting the work area.</li> <li>7. Hoist gear must have controllable winding speed, with stepless control from stop to maximum speed.</li> </ol>	<p>The supplier declares compliance with this requirement in section 4 of the Tender form.</p> <p>Supplier must also provide manufacturer's technical documentation (catalogs, 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, confirming compliance to paragraphs No. 1 through 7.</p>
<b>2.10.</b>	Requirements for the crane operator's cabin	<p>Crane turret must be equipped with cabin for crane operator with following functionalities and features:</p>	<p>The supplier declares compliance with this requirement in section 4 of the Tender form.</p> <p>Supplier must also provide manufacturer's technical</p>

		<ol style="list-style-type: none"> <li>1. Operator's cabin must be equipped with all the controls, for crane functions. Controls for boom, hoist and rotation must be by proportional control joysticks.</li> <li>2. Controls for operator must allow for multiple simultaneous movements.</li> <li>3. Operator's cabin must be equipped with readouts for monitoring of crane operation with readouts for at least boom angle and length, boom tip height and maximum permissible load.</li> <li>4. Operators cabin must have Load momentum indicator (LMI) system with audible and visual warnings and overload protection</li> <li>5. Operator's cabin must be equipped with heating and air conditioning system.</li> <li>6. Operator's cabin must have safety systems that inform operators about at least safe load limit and hoisting limit and stop the operation when these parameters are exceeded.</li> </ol>	<p>documentation (catalogs, 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, confirming that vehicle has required features and functionalities according to parts 1 through 6 of this paragraph.</p>
<b>2.11.</b>	Tyres	<p>Crane carrier must be fitted with a set of non-studded tyres suitable for a wide range of on-road and off-road surfaces.</p> <p>Tyres must be rated for the weight of the all-terrain crane and axle load of all-terrain crane, equipped for work</p>	<p>The supplier declares compliance with this requirement in section 4 of the Tender form.</p>

		with the full counterweight required for maximum load capacity.	
<b>2.12.</b>	Painting of the equipment	Surfaces of the crane carrier and superstructure, that are made from metal and other corrosive materials and require paint to be protected from the environment, must be painted in suitable automotive paint.  Chassis and bottom of the crane carrier must be painted with automotive paint, suitable for protection from corrosion, road salt and stone chipping (can be applied as main paint for the chassis, or chassis can be additionally coated with protective layer).	The supplier declares compliance with this requirement in section 4 of the Tender form.

**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, patent, types, specific origin or manufacture, it shall be understood that these characteristics are indicative only and that the suppliers are free to offer an equivalent option. The supplier must demonstrate the equivalence referred to in this paragraph.

In the event that the technical specification specifies values/parameters for a particular technical characteristic, suppliers may offer goods whose values/parameters are not inferior to those specified (goods with no inferior characteristics may be offered).

**INVOICE No.****Date:** \_\_\_\_\_**Supplier:**

Name:

Address:

Company code:

VAT payer code:

Bank:

Bank code (SWIFT):

Bank account (IBAN) No.:

**Buyer:**

Name:

Address:

Company code:

**Payer:**Name: **PI Central Project Management Agency**

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

Company code: 126125624

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

Total amount of the invoice..... EUR

\* *The legal basis for VAT exemption or application of the 0% VAT rate must be indicated**Invoice form may be adapted according to the needs of the Parties*

**INTERIM/FINAL ACT OF TRANSFER – ACCEPTANCE**

Pursuant to the Contract No. \_\_\_\_\_ of \_\_\_\_ 20\_\_

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

**TENDER OF SUPPLIER****TENDER  
FOR THE ALL-TERRAIN CRANE 70T**04.08.2025*(date)*Ehingen (Donau),GERMANY*(place)*

To: Public Institution Central Project Management Agency

**1. INFORMATION ABOUT THE SUPPLIER:**

Liebherr-Werk Ehingen GmbH Dr.-Hans-Liebherr-Straße 1 89584 Ehingen (Donau) Germany	
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**2. INFORMATION ON KNOWN SUBCONTRACTORS AND THE PARTS OF THE  
CONTRACT TO BE SUBCONTRACTED***(to be completed if the supplier uses sub-suppliers)*

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

**3. PRICE OF THE TENDER**

No.	Object of procurement	Quantity	Unit price <sup>1</sup> EUR excl. VAT	Price EUR excl. VAT (3x4)
1	2	3	4	5
1.	All-Terrain crane 70t	1 unit	794.000	794.000
<b>Tender price in EUR excluding VAT (sum of values in column 5)</b>				794.000
<b>VAT rate (to be completed if applicable)<sup>2</sup></b>				
<b>Tender price EUR incl. VAT <sup>3</sup></b>				

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

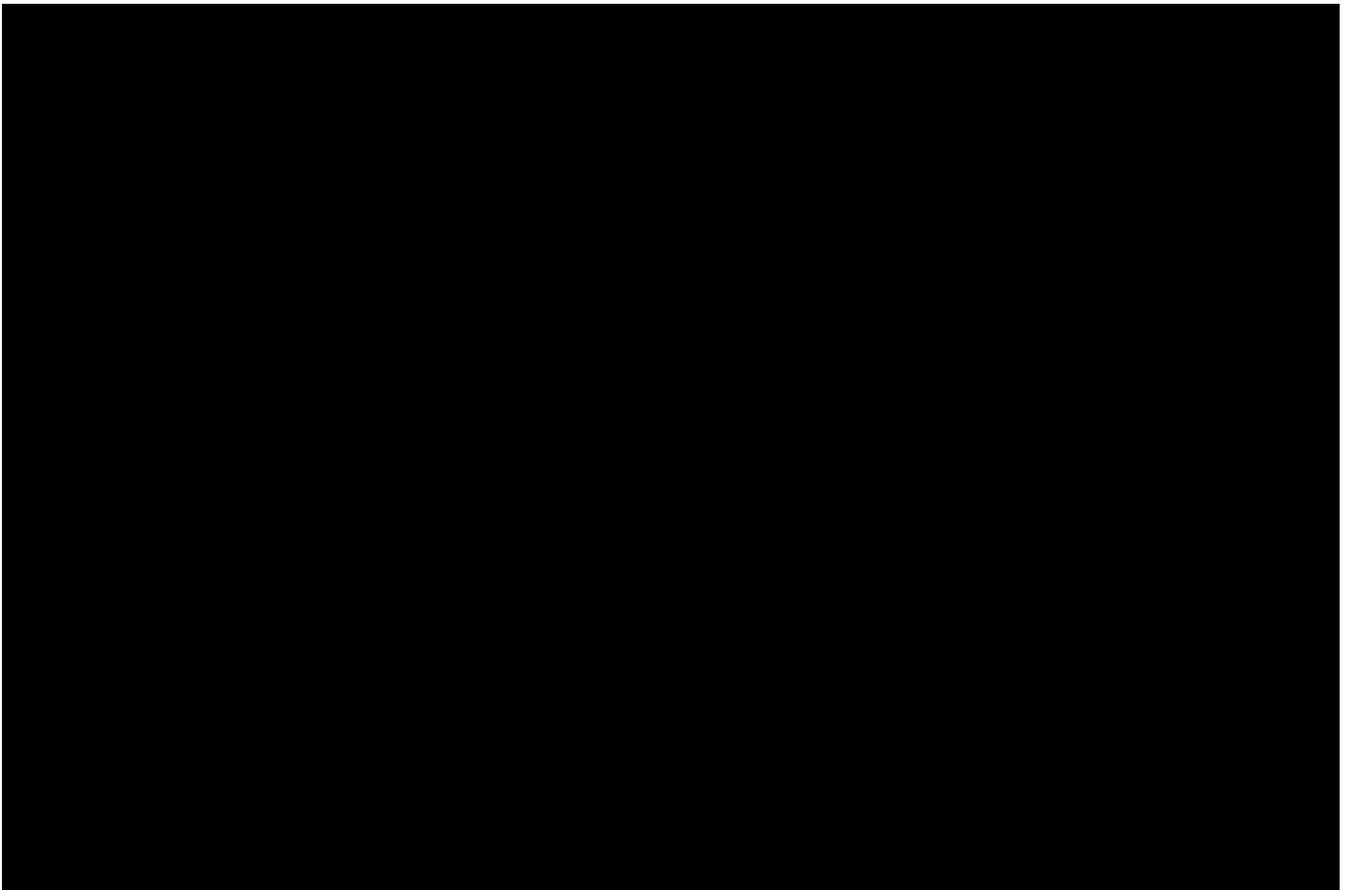
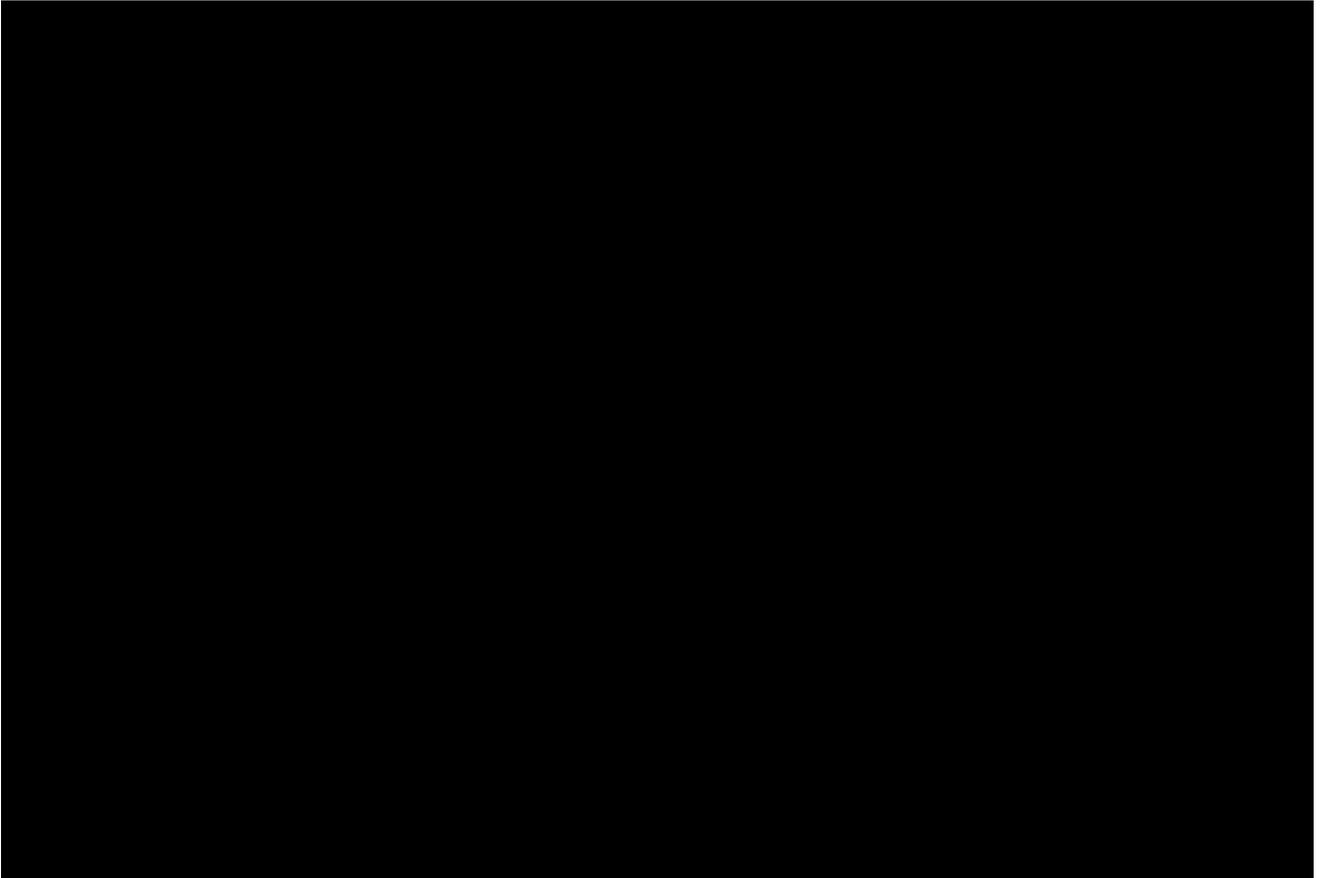
**4. PROPOSED VALUES FOR THE QUALITY CRITERIA (T)**

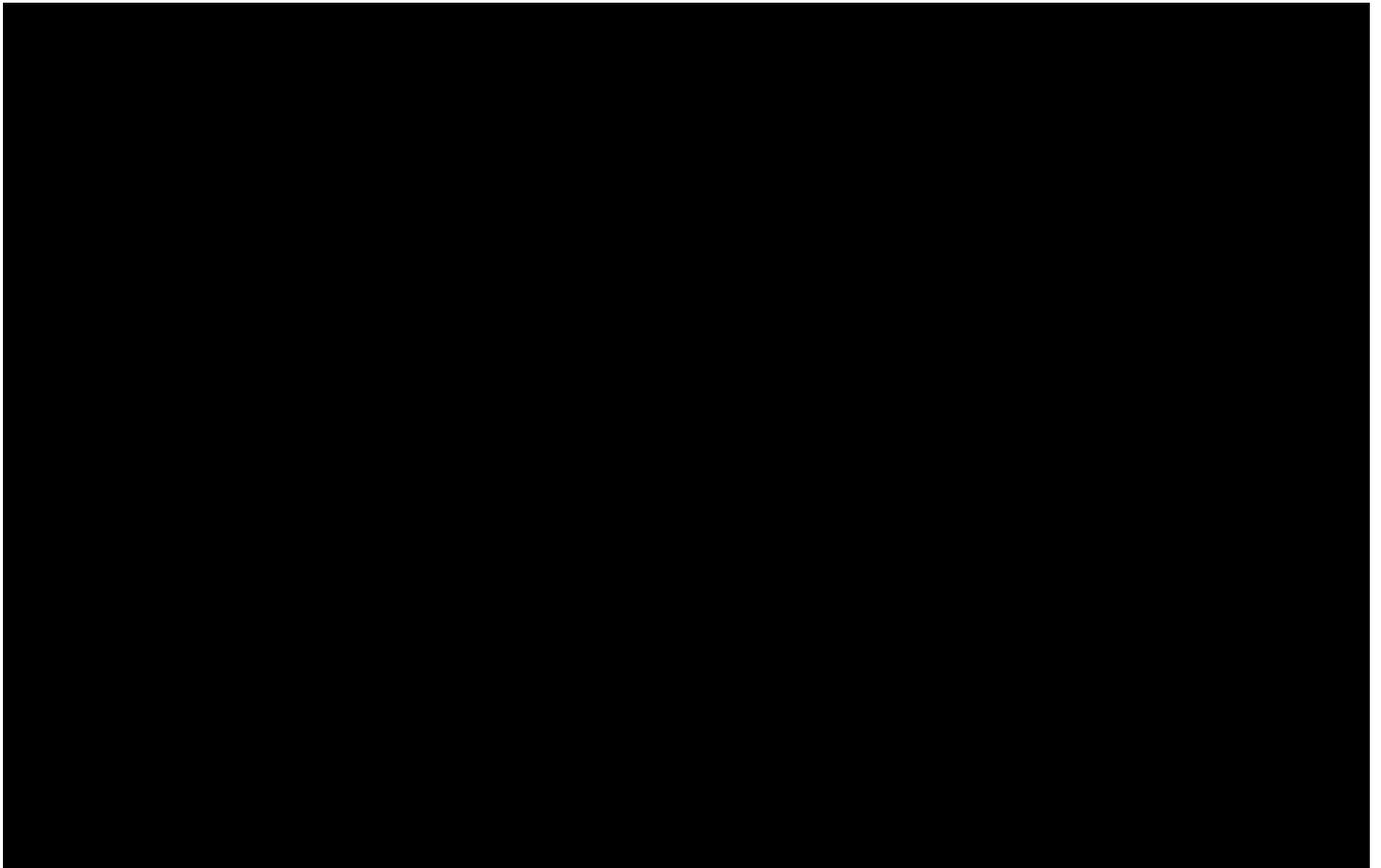
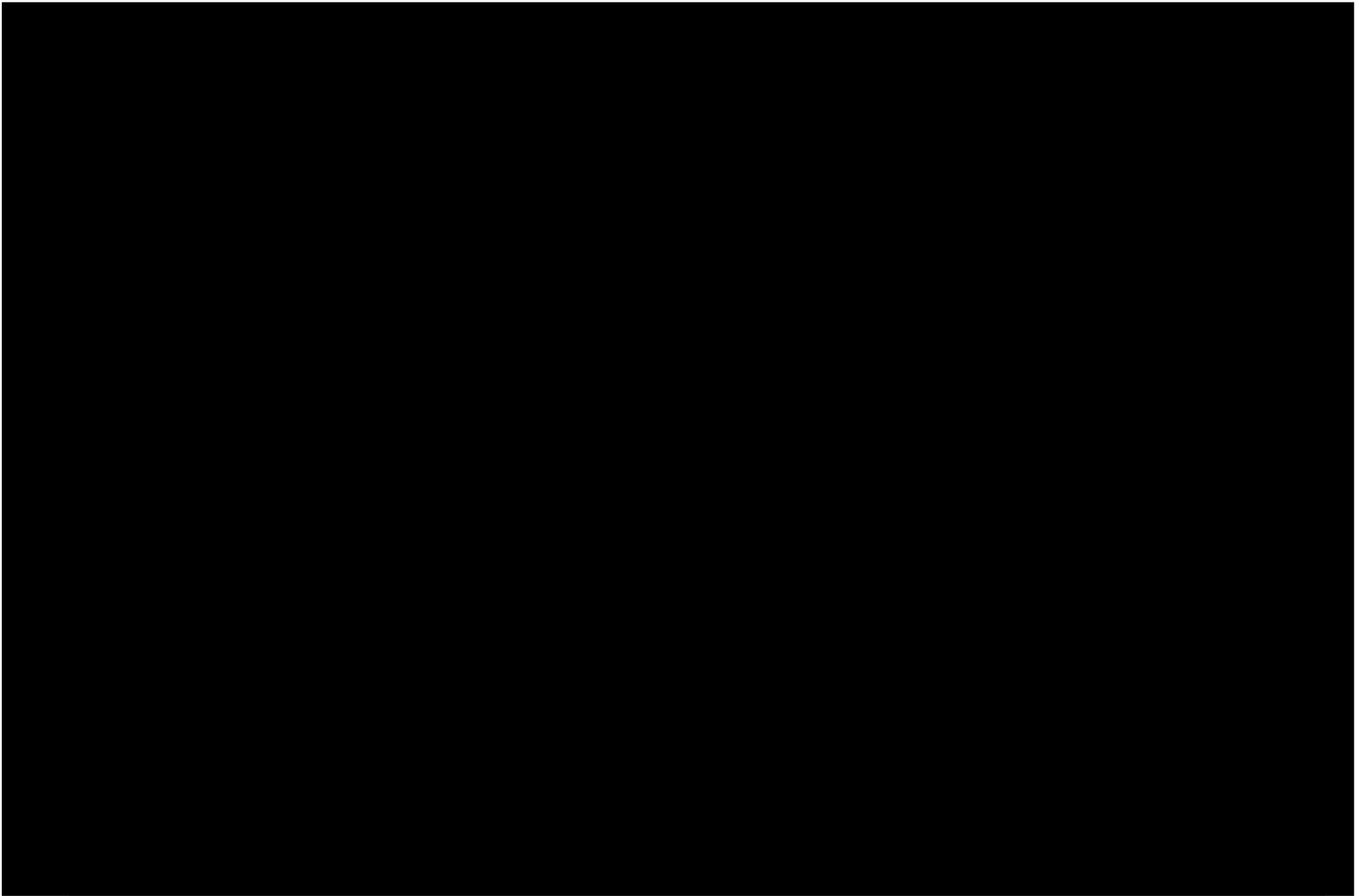
No.	Criterion	Proposed value
4.1.	Delivery time (T) <i>Supplier's proposed delivery time for the entire quantity*</i>	<u>5</u> months after receipt of our written order confirmation, EXW Liebherr-Werk Ehingen GmbH**

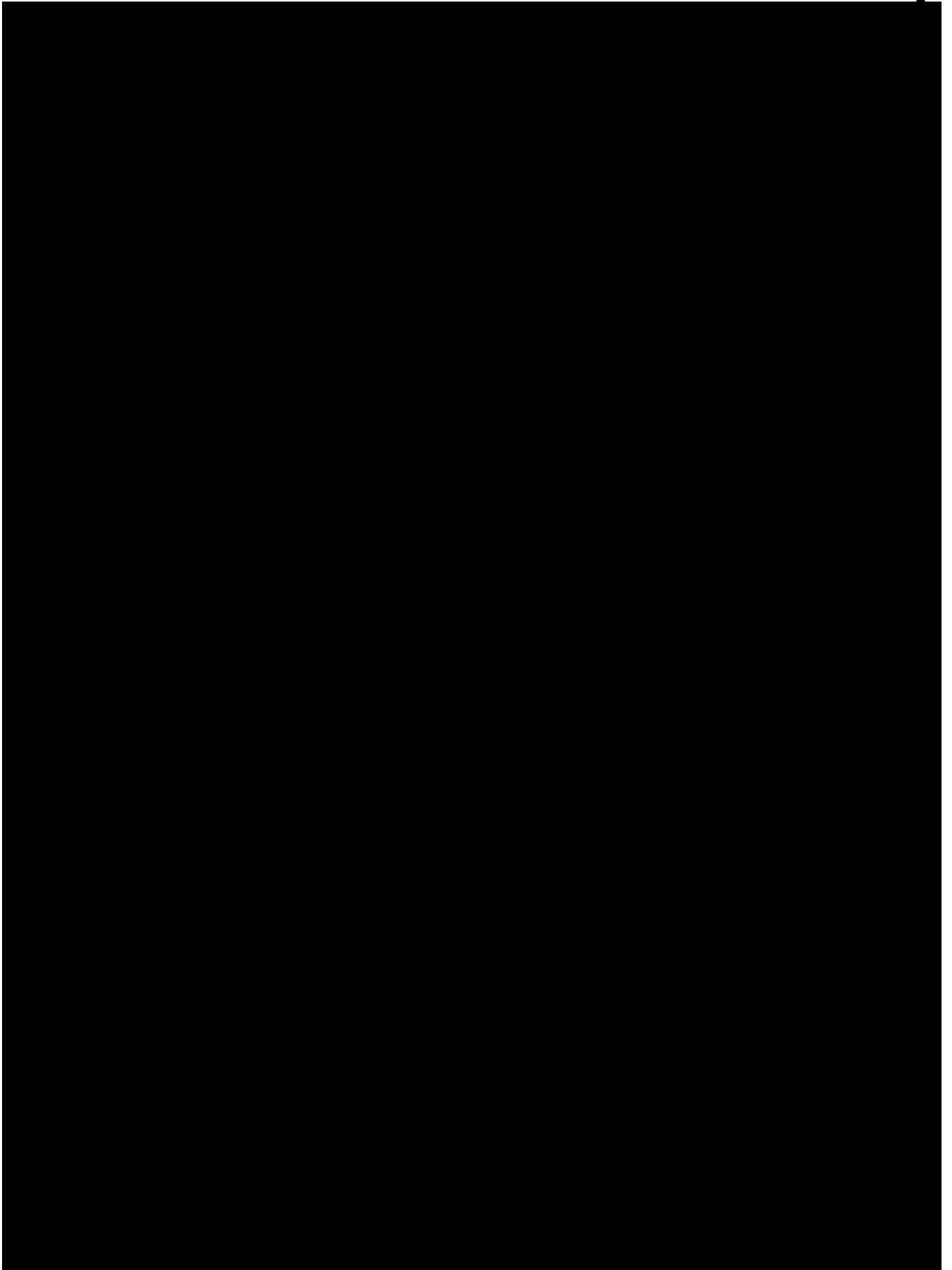
\* The delivery time offered by the supplier cannot be longer than the term specified in Section 2.4 of the Purchase Documents. If the supplier offered a longer term, his tender would be rejected.

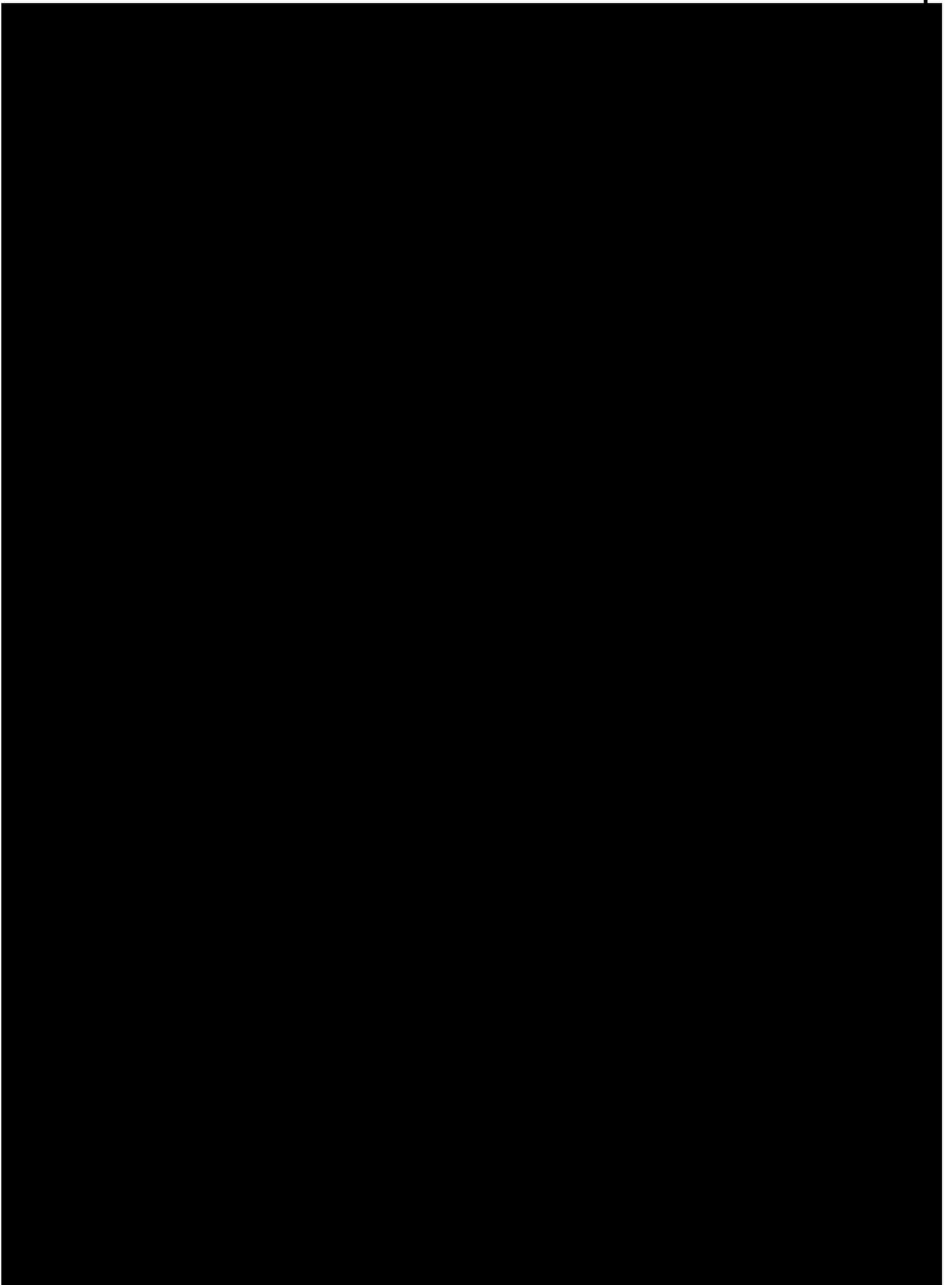
\*\* The supplier must indicate the proposed delivery time in months, in whole numbers. If the supplier specifies months in non-

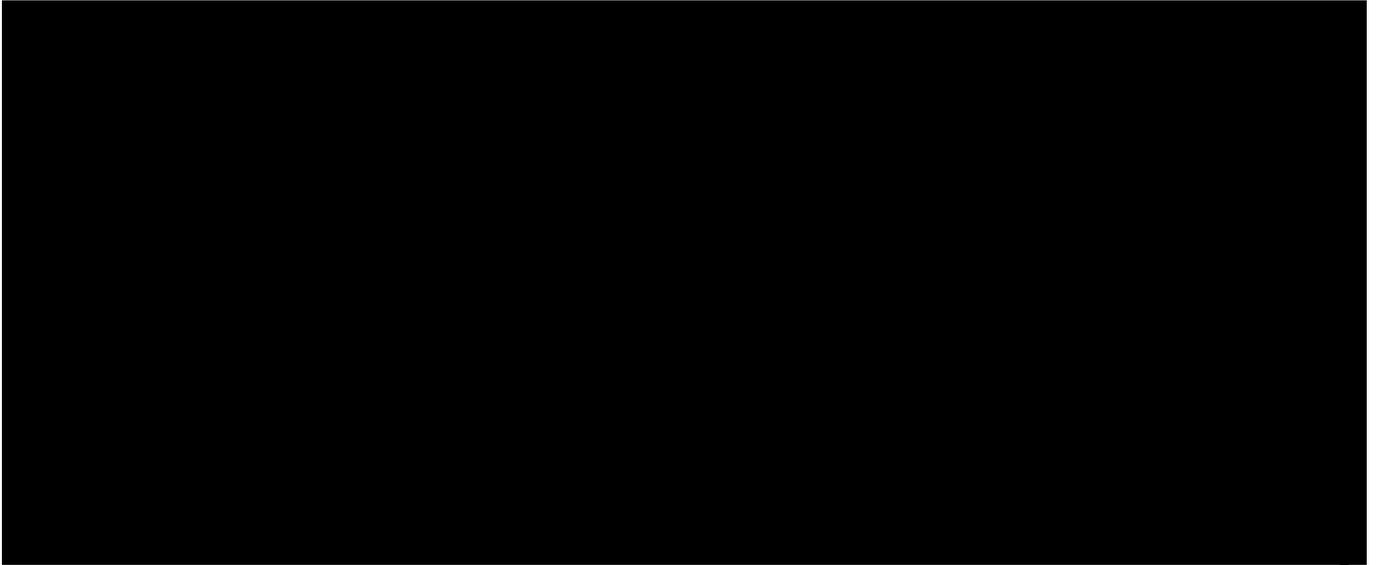
<sup>1</sup> The prices in the tender shall be rounded to two decimal places.<sup>2</sup> In cases where the supplier does not have to pay VAT according to the applicable legislation, the supplier does not fill in the relevant sections and indicates the reasons for not paying VAT. We note that, if the purchased goods will be exported to Lebanon, 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.<sup>3</sup> The maximum amount of funds available for procurement is specified in clause 2.3 of the Procurement documents. If a tender exceeds this











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## 5. REQUIRED DOCUMENTS AND CONFIDENTIALITY INFORMATION

Unless otherwise specified, all documents shall be submitted with the tender:

No.	The title of the document	Does the document contain confidential information? (Yes / No)	Explanation of what specific information in the document is confidential and why
1	2	3	4
1.	Copy of the joint operating agreement (in the case of a tender submitted by a group of economic operators)	Not applicable.	
2.	A copy of the power of attorney or other document authorising the submission and/or signing of the tender and other documents (if the tender is not submitted by the head of the supplier, or by the head of the members of a group of economic operators, or of subcontractors, or by the head of the economic operators on whose capacity the supplier relies)	Yes.	Personal data.
3.	If the supplier uses economic operators, evidence that these resources will be available for the entire duration of the contractual obligations	Not applicable.	
4.	Technical and / or other documents confirming the compliance of the goods offered by the supplier with the requirements of the Technical specification	No.	
5.	Supplier's declaration in accordance with Annex 3 of the Procurement Documents	Yes.	Personal data.
6.	Other documents, if required by the Procurement documents		

## 6. SUPPLIER'S CONFIRMATIONS

By signing this tender, I certify that:

1. I am familiar with the Procurement documents, as well as with the legal acts applicable to this procurement, and which may have an impact on any relations between CPVA and the supplier, arising out of and/or related to this procurement;
2. I accept the conditions and procedures set out in the Procurement documents;
3. The data and information provided in the tender documents are correct and include everything necessary for the proper performance of the contract;
4. The contract will be carried out only by persons entitled to carry out the relevant activities;
5. The tender shall be valid for the period specified in the clause 4.10 of the Procurement documents;

6. In the event of a change in the declared circumstances, I undertake to inform CPVA immediately:

