

**SALE AND PURCHASE CONTRACT FOR FLIGHT MAINTENANCE AND
ADMINISTRATION SERVICES OF THE STATE BORDER GUARD SERVICE UNDER THE
MINISTRY OF THE INTERIOR OF THE REPUBLIC OF LITHUANIA**

26 February
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Vilnius

The State Border Guard Service under the Ministry of the Interior of the Republic of Lithuania (hereinafter referred to as the Service, the Buyer), represented by the Deputy Head of the State Border Guard Service, Saulius Nekraševičius, acting in accordance with the Regulations of the State Border Guard Service under the Ministry of Interior of the Republic of Lithuania, as approved by the Order of the Minister of Interior of the Republic of Lithuania of 27 March 2024, No. 1V-223, "On the Approval of the Provisions of the State Border Guard Service under the Ministry of Interior of the Republic of Lithuania", and sub-clause 3.1.4 of the Head of the Service's Order No. 4-15 dated 14 January 2022 "On the Organisation of the Activity of the Structural Units of the State Border Guard Service under the Ministry of the Interior of the Republic of Lithuania"; and

SIA "FCG OPS" (hereinafter referred to as Service Provider), represented by Board Member Sergejs Starkovs, acting under Articles of Association, hereinafter in this Public Sale and Purchase Contract for Services collectively referred to as the Parties, and each individually as a Party, have entered into the following Public Sale and Purchase Contract for Services, hereinafter referred to as the Contract, and have agreed on the following terms.

**CHAPTER I
OBJECT OF THE CONTRACT**

1. The object of the Contract is to provide flight maintenance and administration services (hereinafter referred to as the Services". The scope, quality and other requirements of the services to be provided shall be defined in the Technical Specification (Annex 1 to the Contract).
2. The code for the Common Procurement Vocabulary (CPV) is 75100000-7 (Administrative Services).

**CHAPTER II
CONTRACT PRICING RULES AND PAYMENT CONDITIONS**

3. The pricing for reimbursement of the costs of performance of the Contract applies during the performance of the Contract.
4. The maximum price of the Contract shall be EUR 413 223,14 exclusive of Value Added Tax (VAT), EUR 500 000.00 inclusive VAT.
5. The service price consists of two parts:
 - 5.1. the Service Provider's fixed percentage mark-up, as set out in Annex 2 to the Contract, on the cost of airport services (excluding aircraft maintenance), refuelling, transportation of crew(s) and other personnel, hotel accommodation for crew(s) and other personnel, and provision of aeronautical navigation information purchased from third parties. The Service Provider's fixed mark-up shall include all costs incurred by the Service Provider in the provision of the services set out in Annex 1 to the

Contract, all taxes payable by the Service Provider and any other costs which cannot be attributed to the actual costs incurred;

5.2. Costs actually incurred by the Service Provider that are directly related to the performance of the Contract and incurred by the Service Provider (airport handling (excluding aircraft maintenance), refuelling, transportation of crew(s) and other personnel, hotel accommodation for crew(s) and other personnel, and aeronautical navigation information). The Service Provider shall, upon request by the Buyer, provide third-party documentation supporting the costs within a timeframe specified by the Buyer. The actual costs incurred shall not include any profit made by the Service Provider.

6. The Service Provider must submit the VAT invoice and accompanying documents (fuel bills, taxes, charges, waybills, etc.) for the services rendered within 15 working days of the date of the provision of services.

7. The Service Provider shall be paid for the timely and quality services rendered within 30 (thirty) calendar days from the date of submission of the VAT invoice.

8. In the event that the Buyer is required to pay VAT to the state budget for the services rendered (the object of purchase) in accordance with the procedure laid down by the laws governing taxes and their implementing legislation, the VAT included in the price of the offer shall be deducted at the time of conclusion of the Contract.

9. The fixed percentage mark-up of the Service Provider as set out in Annex 2 to the Contract may not be changed throughout the term of the Contract.

10. For the purposes of the Contract, VAT invoices, invoices, credit and debit documents shall be submitted using the tools of the Single Account Management Information System (SABIS). If the functionalities of SABIS are insufficient or temporarily unavailable, the Service Provider may provide the necessary information in writing.

CHAPTER III RIGHTS AND OBLIGATIONS OF THE PARTIES

11. The Service Provider undertakes to:

11.1. to provide all the services provided for in the Contract and its Annexes to the best of his/her ability, diligence and efficiency at his/her own risk and expense within the time and in the manner stipulated in the Contract and its Annexes, including, but not limited to, the provision of the services in accordance with the best generally accepted professional and technical standards and practices, using all necessary skills and knowledge;

11.2. have an operational support and dispatch centre available 24/7 so that crews can contact and receive assistance at any time of the day in the event of in-flight issues;

11.3. ensure that the services provided to the Buyer comply with the requirements set out in Annex 1 to the Contract;

11.4. not apply a subscription service charge, but only charge a service surcharge on the amount of the services actually provided and the fees applicable to bank transfers;

11.5. cooperate with the Buyer throughout the performance of the Contract and immediately inform the Buyer in writing of any circumstances which prevent or may prevent the Service Provider from completing the Services within the time limits set or which may affect the scope and/or quality of the Services;

11.6. coordination of the provision and performance of the service shall be by telephone and/or email, and all documentation required for the flights (maps, aerodrome diagrams and other documents)

in digital or paper form may be provided by post, email or by providing access to, or access codes for, the Service Provider's information systems, from which the required documentation for the flights may be printed or downloaded in the form of documents to be used for the flights in a manner mutually agreeable to the Buyer and Service Provider;

11.7. ensure the confidentiality and protection of information received from the Buyer during the performance of the Contract and related to the performance of the Contract;

11.8. return to the Buyer, at the Buyer's written request, all documents received from the Buyer that are necessary for the performance of the Contract;

11.9. respond promptly if the Buyer makes any comments about the quality of the services provided, or if the services are untimely, inadequate and/or negligent;

11.10. provide supporting documents (fuel bills, tolls, waybills, etc.) with the invoice;

11.11. rely on the subcontractors indicated in the tender if they are used in the performance of the Contract: */indicate/*; and on those subcontractors that are replaced or newly used during the performance of the Contract, in accordance with the requirements of the Contract;

11.12. Upon conclusion of the Contract, but no later than the commencement of performance of the Contract, the Service Provider undertakes to inform the Buyer of the names, contact details and representatives of the subsuppliers known at that time. The Buyer shall also require the Service Provider to inform it of changes to the above information throughout the performance of the Contract, as well as of new subcontractors it intends to use at a later date, together with the information on the new subcontractors and the documents confirming the absence of grounds for exclusion and the qualifications of the subcontractor. New subcontractors shall be engaged or existing subcontractors shall be replaced in accordance with the procedures set out in Chapter V of this Contract;

11.13. ensure compliance with the following environmental requirements in the performance of the Contract: strive to reduce the use of paper, avoid unnecessary photocopying and printing of documents, ensure that the documentation to be produced (as far as possible) shall be provided to the Buyer in electronic format only, and that the documentation to be signed shall be signed by electronic signature. If printing is necessary, recycled paper shall be used, which complies with the requirements for green procurement, as specified in the description of the procedure for the application of environmental criteria in green procurement, approved by the Order No D1-401 of the Minister of the Environment of the Republic of Lithuania of 13 December 2022, "Concerning the Order No D1-508 of the Minister of the Environment of the Republic of Lithuania of 28 June 2011, "On the approval of the list of products for the procurement and purchase of which environmental criteria are applicable, the list of environmental criteria and the description of the procedure for the application of environmental criteria to be applied by contracting authorities and contracting entities in the purchase of goods, services or works"";

11.14. Comply with clause 49 of the Supplier Code of Conduct (hereinafter referred to as the Code) during the performance of the contract (<https://vpt.lrv.lt/media/viesa/saugykla/2024/1/w2fscibRf-4.pdf>), that is, the Service Provider must not be engaged in activities in countries engaged in military aggression against Ukraine and/or not be a member of a group of companies, any member of which is engaged in activities in countries engaged in military aggression against Ukraine and/or not participate in the activities of such a group of companies through its head, members of any other management or supervisory body, or any other person(s) having the right to represent or control the supplier, to take a decision on its behalf, to enter into a transaction, or to draw up and sign the supplier's financial accounting documents. The Service Provider shall also not rely on the capacity of and/or subcontract with subcontractor(s) not satisfying this condition. The Service Provider shall ensure that all third parties (subcontractors and other economic operators on whose

behalf the Supplier relies) used by the Supplier comply with the above provisions of the Code;

11.15. Upon the Buyer's request, within 3 (three) working days, provide information and/or documentation to demonstrate the Service Provider's compliance with the environmental requirements referred to in clause 11.13 of the Contract;

11.16. duly fulfil other obligations provided for in the Contract and in the applicable legislation of the Republic of Lithuania.

12. The Buyer undertakes:

12.1. to receive from the Service Provider the services rendered in a proper and qualitative manner in a timely manner and to pay for them in a timely manner in accordance with the procedures set out in this Contract;

12.2. notify the Service Provider immediately of any breach of the terms of the Contract as soon as such breach is detected;

12.3. To provide the Service Provider with all the facilities, information or documentation necessary for the provision of the service, the information required for the provision of the service, and the coordination by telephone and/or e-mail prior to the scheduled flight.

CHAPTER IV LIABILITY OF THE PARTIES

13. The liability of the Parties shall be determined in accordance with the applicable legislation of the Republic of Lithuania and this Contract. The Parties undertake to duly perform their obligations under the Contract and to refrain from any action which might cause damage to each other or make it more difficult for the other Party to fulfil its obligations.

14. In the event of failure to make payment within the prescribed time limits due to the fault of the Buyer, the Buyer shall, at the request of the Service Provider, be liable to pay to the Service Provider a default interest of 0.03% of the amount not paid on time for each day of delay.

15. If the Service Provider fails to provide the services within the time limits set out in the Contract and its Annexes, the Purchaser shall, without formal notice and without prejudice to its other remedies, begin to charge interest at the rate of 0.03% of the price of the unperformed services for each day of default.

16. The payment of interest shall not relieve the Parties of their obligation to perform their obligations under the Contract.

CHAPTER V THE SUPPLIER'S RIGHT TO USE THIRD PARTIES (SUBCONTRACTING)

17. An arrangement whereby the Service Provider engages third parties to perform part of its obligations under this Contract shall be deemed to be a sub-delivery contract. Such agreement shall be in writing. The Service Provider shall use only those subcontractors for the performance of the Contract as set out in the Service Provider's tender. Other subcontractors may be used during the performance of the Contract, provided that they meet the qualification requirements (provided that such requirements have been set out in the Contract Documents and that the Service Provider has relied on a particular subcontractor to meet the requirements set out in the Contract Documents, and the new subcontractor is

being used to replace the subcontractor provided for in the tender) and that there are no exclusion grounds.

18. During the performance of the Contract, in the event that the subcontractors do not properly perform their obligations to the Service Provider, as well as in the event that the subcontractors are unable to perform their obligations to the Service Provider due to the initiation of a restructuring, insolvency, bankruptcy, extrajudicial insolvency, compulsory liquidation or arrangement with creditors or similar proceedings, or/and there is a need for the use of new subcontractors, the Service Provider may change or use new subcontractors. The Service Provider shall inform the Buyer in writing in advance, specifying the reasons for the change of subcontractors or the use of new subcontractors and the future subcontractors. In the event that the Service Provider wishes to use a new subcontractor and the procurement documents required qualifications for subcontractors or if the Service Provider has relied on the capabilities of a specific subcontractor to meet the requirements set out in the procurement documents and the new subcontractor is used instead of the subcontractor provided for in the tender, the Service Provider must also provide, in the prior notification of the use of the new subcontractor, documentation confirming that no grounds for exclusion exist, and documents demonstrating compliance with the qualification. The subcontractor must be free from exclusion grounds and meet the qualification requirements set out in the contract documents at the date of their engagement. In such a case, the Buyer shall assess the compliance of the substituted and/or new subcontractors with the qualification requirements and the absence of grounds for exclusion of the subcontractors, and shall only accept the substitution of the subcontractors and the use of the new subcontractors if the subcontractors comply with the qualification requirements and if there are no grounds for the exclusion of the subcontractors. If the subcontractor whose capacities are relied upon does not meet the qualification requirements or if its situation meets at least one of the grounds for exclusion, the Buyer shall require it to replace the subcontractor with a compliant subcontractor within a reasonable period to be determined by the Buyer. The replacement of subcontractors shall be formalised by an agreement signed by both Parties. This agreement shall become an integral part of the Contract.

CHAPTER VI FORCE MAJEURE CIRCUMSTANCES

19. A Party shall not be held liable for the non-performance or partial non-performance of any obligations under the Contract if the Party proves that the non-performance or partial non-performance of the contractual obligations is due to circumstances beyond its reasonable control and foreseeable at the time of the conclusion of the Contract, and that it could not have prevented the occurrence of those circumstances or their consequences.

20. Force majeure shall be deemed to be the circumstances specified in Article 6.212 of the Civil Code of the Republic of Lithuania and other legal acts of the Republic of Lithuania. In the event of force majeure, the Parties shall be exempted from liability for non-performance, partial non-performance or improper performance of their contractual obligations under the Contract in accordance with the procedure laid down in the legislation of the Republic of Lithuania, and the time limit for the fulfilment of the obligations shall be extended.

21. The Party requesting to be relieved of liability must notify the other Party in writing of the force majeure circumstances immediately, but no later than 3 (three) working days after the occurrence or discovery of such circumstances, by providing documentation proving the existence of such circumstances and evidence that it has taken all reasonable precautions and made every effort to minimise

the costs or adverse consequences, and of the possible time limit for the fulfilment of its obligations. Notification is also required when the grounds for default cease to exist.

22. The grounds for exempting a party from liability shall arise from the moment of the occurrence of the force majeure event or, in the case of failure to give timely notice, from the moment of giving notice. If a Party fails to give timely notice or to inform and document the existence of force majeure, it shall be liable to compensate the other Party for the damage suffered by the other Party as a result of the failure to give timely notice or the absence of any notice.

CHAPTER VII CONFIDENTIALITY OBLIGATIONS

23. The Buyer shall make public the Service Provider's tender, the concluded Contract and amendments to this Contract, except for information the disclosure of which would be contrary to legislation on the protection of information and data or the public interest, would harm the legitimate commercial interests of the Service Provider in question, or would have a negative effect on competition between suppliers.

24. Confidentiality obligations of the Parties to the Contract shall be determined in accordance with Article 20 of the Public Procurement Law of the Republic of Lithuania.

CHAPTER VIII CONTRACT AMENDMENTS

25. The Contract may be amended in accordance with the provisions of Article 89 of the Public Procurement Law of the Republic of Lithuania (hereinafter referred to as the Public Procurement Law).

26. Any Party may initiate an amendment to the terms of the Contract by submitting to the other Party a request to that effect, together with supporting documentation. The Party receiving such a request shall examine it within 10 calendar days and provide the other Party with a reasoned written response. In the event of disagreement between the Parties, the Buyer shall have the right to decide. Any modification of the terms of the Contract shall be formalised by agreement of the Parties and shall become an integral part of the Contract.

CHAPTER IX BREACH OF CONTRACT

27. If either Party to the Contract fails to perform or improperly performs any of its obligations under the Contract, it is in breach of the Contract.

28. In the event of a breach of the Contract by one of the Parties to the Contract, the affected Party shall be entitled to:

- 28.1. require the other Party to fulfil its contractual obligations;
- 28.2. claim compensation for damages;
- 28.3. demand payment of the default interest provided for in clauses 14 and 15 of the Contract;
- 28.4. terminate the Contract;
- 28.5. apply other remedies provided for by the legislation of the Republic of Lithuania.

29. For the purposes of this Contract, the following shall be deemed to be material terms:

- 29.1. object of the Contract;

- 29.2. Contract price and pricing rules;
 - 29.3. payment terms and procedures;
 - 29.4. procedures for replacing subcontractor(s) and specialists;
 - 29.5. Environmental requirements referred to in sub-clause 11.13 of the Contract;
 - 29.6. the quality of the services in accordance with the requirements set out in the Contract and its Annexes;
 - 29.7. The Contractor's obligation to comply with the provisions of clause 49 of the Code during the performance of the Contract, as provided for in clause 11.14 of the Contract.
30. Breach of the conditions set out in clause 29 of the Contract shall be considered a material breach of the Contract.
31. If it is established that the Service Provider or its subcontractor(s) during the performance of the Contract meet at least one of the prohibited conditions provided for in Article 45, clause 2¹ d of the Public Procurement Law of the Republic of Lithuania, or that the Service Provider or a subcontractor or economic entity engaged by the Service Provider, whose capacities are relied upon (if any) meet the restrictions set out in Article 5k of Council Regulation (EU) 2022/576 of the European Union of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of the actions of Russia to destabilise the situation in Ukraine, the Agreement shall be terminated by decision of the Purchaser, upon giving 10 days' notice to the Service Provider.

CHAPTER X VALIDITY AND TERMINATION OF THE CONTRACT

32. The Contract shall enter into force on the date of signature and shall be valid for 36 months.
33. The Contract may be terminated in the cases provided for in Article 90 of the Public Procurement Law of the Republic of Lithuania.
34. The Contract may be terminated by written agreement of the Parties.
35. The Buyer may terminate the Contract by giving the Service Provider 14 (fourteen) calendar days' notice in the following cases:
- 35.1. when the Service Provider fails to fulfil its contractual obligations;
 - 35.2. when the Service Provider provides services of inadequate quality and fails to comply with the Buyer's order to remedy the inadequate or non-performed contractual obligations within a reasonable period of time;
 - 35.3. when the Service Provider goes bankrupt or is wound up, ceases its business activities, or when a similar situation arises in accordance with the procedure provided for by law or other legal acts;
 - 35.4. when services are no longer needed.
36. The Service Provider may terminate the Contract by giving 14 (fourteen) calendar days' notice to the Buyer if the Buyer, through no fault of its own, fails to fulfil its contractual obligations.
37. If the Contract is terminated through no fault of the Service Provider, in the event of termination, the Buyer shall pay the Service Provider for the services actually rendered in accordance with the rates specified by the Service Provider.
38. In the event of termination or expiration of the Contract, the provisions of this Contract relating to liability and settlements between the Parties under this Contract shall survive the termination or expiration of the Contract for the purpose of the full performance of the Contract.

**CHAPTER XI
DISPUTE RESOLUTION PROCEDURE**

39. The Contract and all rights and obligations arising from the Contract shall be subject to the laws and regulations of the Republic of Lithuania and other normative legal acts. The Contract is governed by and shall be interpreted in accordance with the law of the Republic of Lithuania.

40. Any differences or disputes arising between the Parties in connection with the Contract shall be settled by mutual agreement. In the event of failure to resolve the dispute by negotiation within 30 (thirty) days of the commencement of negotiations, any dispute, controversy or claim arising out of or in connection with this Contract, its breach, termination or validity shall be settled by the competent courts of the Republic of Lithuania. Negotiations shall commence on the date on which one of the Parties to the Contract has made a request in writing to the other Party to commence negotiations.

**CHAPTER XII
PERSONS RESPONSIBLE FOR THE PERFORMANCE OF THE CONTRACT
AND OTHER FINAL PROVISIONS**

41. Persons responsible for the performance of the Contract:

	Buyer representatives	Service provider representatives
Name, surname	Mindaugas Keršys	Roza An
Address		
Telephone		
Email		

42. In the event of a change in the address and/or other details of a Party, such Party shall inform the other Party by giving notice no later than 2 (two) Business Days. If a Party fails to comply with these requirements, it shall not be entitled to a claim or defence if the other Party's actions taken on the basis of the last known data are contrary to the terms of the Contract or if it has not received any notice sent on the basis of those data.

43. If any provision of the Contract becomes or is declared wholly or partially invalid by law, the validity of the other provisions of the Contract shall not be affected.

44. The Contract has been read and understood by the Parties to the Contract and is authenticated by the signatures of persons duly authorised by the Parties.

45. The Contract will be published in the Central Public Procurement Information System in accordance with the procedures and deadlines established by law.

46. This Contract shall be executed in duplicate, one for each Party, each of which shall have equal legal force.

47. The Annexes to the Contract shall form an integral part of the Contract:

47.1. Annex 1 - Technical Specification;

47.2. Annex 2 - Service Provider's Tender.

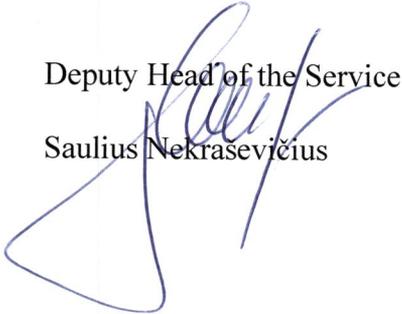
CHAPTER XIV
ADDRESSES AND DETAILS OF THE PARTIES

BUYER

State Border Guard Service
under the Ministry of the Interior
of the Republic of Lithuania
Company code 188608252
VAT payer code LT 886082515
Savanorių pr. 2, LT-03116 Vilnius
Tel.: (+370) 5 2719305
Tel. (+370) 707 59305
Settlement account No. LT614040063610001096
Ministry of Finance of the Republic of Lithuania
Financial institution code 40400

Deputy Head of the Service

Saulius Nekrasevičius

**SERVICE PROVIDER**

SIA "FCG OPS"
Company code 40003502830
VAT payer code LV40003502830
Dzirnieku iela 15, Riga Airport, Marupe,
Marupe county, LV-1053
Tel.: [REDACTED]
Settlement account No.
LV64PARX0006807680001
Bank CITADELE BANKA AS
SWIFT: PARXLV22

Board Member

Sergejs Starkovs



Annex 1 of the sale and purchase contract for flight maintenance and administration services of the State Border Guard Service under the Ministry of the Interior of the Republic of Lithuania

**TECHNICAL SPECIFICATION FOR THE PROCUREMENT
OF FLIGHT MAINTENANCE AND ADMINISTRATION SERVICES OF THE
STATE BORDER GUARD SERVICE UNDER THE MINISTRY
OF THE INTERIOR OF THE REPUBLIC OF LITHUANIA**

1. Description of the procurement for flight maintenance and administration service (hereinafter referred to as flight maintenance and administration service) of the State Border Guard Service under the Ministry of the Interior of the Republic of Lithuania (hereinafter referred to as the Service).

1.1. The Service shall, in the exercise of its functions, conduct international flights by crew members and other personnel in accordance with their assigned tasks. In order to ensure a more efficient and rational use of the available human resources, to provide a more expeditious service at the airports, to facilitate the payment for services rendered, and to comply with the requirements of public procurement, a flight service and administration service is required, consisting of:

- aircraft servicing at the airport (excluding aircraft maintenance);
- refuelling;
- transportation of crew(s) and other personnel;
- hotel accommodation for crew(s) and other personnel;
- provision of aeronautical navigation information;

1.2. The following European States and their international airports must provide flight service and administration on demand:

Table 1:

1. Austria	7. Greece	13. Lithuania	19. France	25. Sweden
2. Belgium	8. Italy	14. Luxembourg	20. Portugal	26. Switzerland
3. Bulgaria	9. Spain	15. Poland	21. Romania	27. Hungary
4. Czech Republic	10. Cyprus	16. Malta	22. Finland	28. Germany
5. Denmark	11. Croatia	17. The Netherlands	23. Slovakia	
6. Estonia	12. Latvia	18. Norway	24. Slovenia	

1.3. Flights will be operated by the following aircraft:

Table 2:

Aircraft type	Registration mark	MTOW kg	Chassis type	Fuel tank capacity		Hourly fuel consumption	Cruise speed
				Without additional tank	With additional tank		
EC 135	LY-HCD	2910	Skids	560 kg	720 kg	210 kg/h	110 kt
EC 135	LY-HCE	2910	Skids	560 kg	720 kg	210 kg/h	110 kt
EC 145	LY-HCF	3585	Skids	685 kg	850 kg	240 kg/h	110 kt
EC 120	LY-HCB	1710	Skids	320 kg	None	90 kg/h	110 kt

2. Aircraft servicing at the airport

- 2.1. Airport messenger services;
- 2.2. Meteorological information services;
- 2.3. Crew escort, transportation and airport service;
- 2.4. Helicopter security service;
- 2.5. Helicopter escort services;
- 2.6. Administration of airport charges and fees, other accounts and documents.

3. Refuelling

- 3.1. Jet A-1 jet fuel shall meet the requirements of ASTM D 1655-14, AFQRJOS (JFSCCL Jet A1), DEF STAN 91-91 7;
- 3.2. Refuelling must comply as a minimum with JIG 4 standards;
- 3.3. Jet A-1 jet fuel must have a Release Certificate and a Jet A-1 Fuel Quality Certificate approved by the manufacturer for each aircraft refuelling;
- 3.4. Jet A-1 refuelling points and/or fuel delivery vehicles for aviation jet fuel shall be equipped with dispensing filters;
- 3.5. Fuel quality control procedures shall be carried out prior to the fuel being taken on board the aircraft specified by the purchaser at the request of the crew. Fuel of poor quality shall not be accepted;
- 3.6. Maximum refuelling per aircraft is 850 kg;
- 3.7. Annual refuelling requirements can range from 3,000 kg to 100,000 kg.

4. Transportation of crew(s) and other personnel

- 4.1. Transportation from the airport to the hotel and from the hotel to the airport;

4.2. Upon request of the pilot-in-command or his/her nominee, rent out the vehicle(s) for a specified period of time with full insurance (CASCO and third party liability);

4.3. The rental vehicle must be in a class not higher than economy, with air conditioning, and must be able to be driven by any crew member with a driving licence in that category;

4.4. The service user must be able to cancel the vehicle rental at any time, or change the vehicle or the rental company if the agreed quality of service is not guaranteed.

5. Hotel accommodation for crew(s) and other personnel

5.1 Crew members and/or other personnel must be accommodated in separate rooms in the same hotel during the specified period;

5.2. The hotel must be at least three stars;

5.3. The hotel must have wifi/wireless internet access, preferably included in the room rate;

5.4. Rooms must have a metal safe (safe deposit box) to store valuables;

5.5. Breakfast must be included in the room price;

5.6. The hotel must be able to provide complementary meals (dinner and/or lunch) at the request of the crew;

5.7. The hotel must be no more than 1 hour from the airport by car;

5.8. The hotel price per person may not exceed the rates for renting accommodation per person set out in the Government of the Republic of Lithuania Resolution No. 526 of 29 April 2004 (on the payment of subsistence allowances and other official travel expenses) (<https://e-seimas.lrs.lt/portal/legalAct/lt/TAD/TAIS.232345/asr>), as set out in Table 1 for European countries;

5.9. For participation in international operations coordinated by Frontex, the hotel cost per person may not exceed the accommodation costs in the European countries as set out in Table 1 of the European Commission Regulation (EU) 2016/1611 of 7 July 2016 on the “Revision of the scale applicable to missions by officials and other servants of the European Union to the Member States” (<https://eur-lex.europa.eu/legal-content/LT/TXT/?uri=CELEX%3A32016R1611>);

5.10. The hotel must be replaced by another complying with the above requirements at the request of the crew.

6. Provision of aeronautical navigation information

6.1. The scope and quality of the proposed air navigation services must be in accordance with the country-specific officially approved aeronautical information to be published (AIP Journal) or other documents recognised by the competent authorities of EASA Member States (CAA);

6.2. The service provider shall provide, on request, valid VFR and IFR aeronautical charts for the planned flight routes in digital and/or paper form (Jeppesen preferred);

6.3. Paper VFR and IFR charts shall be made available on request within 5 calendar days;

6.4. The service provider shall make available on request current VFR and IFR aerodrome charts and aerodrome information for planned flight paths in digital and/or paper format (Jeppessen preferred);

6.5. The aeronautical navigation information shall include the European countries listed in Table 1.

7. Other procurement conditions:

7.1. The service provider shall have its own operational support and dispatch centre (operational support and dispatch centre) open 24/7 so that crews can contact and receive assistance at any time of the day or night in the event of any issues during flight operations (evidence of this must be provided for confirmation);

7.2. The service user shall provide the information and coordination of the required services by telephone and/or e-mail prior to the scheduled flight;

7.3. The service provider shall coordinate the provision and performance of the service by telephone and/or e-mail and all documentation required for the flights (maps, aerodrome diagrams and other documents) in digital or paper form may be provided by post, e-mail or by providing access or access codes to the service provider's information systems from which the required documentation for the flights may be printed or downloaded as agreed between the service recipient and the service provider;

7.4. The service provider must submit the invoice and accompanying documents (fuel bills, taxes, charges, waybills, etc.) for the services rendered within 15 working days of the date of the service;

7.5. The service provider does not have to charge a subscription service fee, but only a service mark-up on the amount of the services actually provided and the fees charged for bank transfers;

7.6. Preferably, the service provider must be a member of IATA (must provide documentary evidence of this).

TENDER
REGARDING FLIGHT MAINTENANCE AND ADMINISTRATION SERVICES
OF THE STATE BORDER GUARD SERVICE
AT THE MINISTRY OF THE INTERIOR OF THE REPUBLIC OF LITHUANIA

06.01.2025

(date)

Riga, Latvia

(place)

Attn: State Border Guard Service at the Ministry of
Interior of the Republic of Lithuania

(addressee)

1. INFORMATION ON THE SUPPLIER:

Name(s) of the supplier or participants of the group of economic operators	SIA "FCG OPS"
Address of the supplier <i>(In case of a group of suppliers, the addresses of all participants are to be specified)</i>	Dzirnieku iela 15, Riga Airport, Marupe, Marupe county, LV-1053
A member of a group of economic operators representing or leading a group of economic operators <i>(to be completed, if the tender is submitted by a group of suppliers)</i>	
Contact details of a person authorised to communicate with the contracting authority (name, surname, telephone, e-mail address)	Roza An 
Details: <ul style="list-style-type: none"> • company code; • VAT number; • settlement account; • bank, bank code. 	Company code: 40003502830 VAT number: LV40003502830 Bank: CITADELE BANKA AS SWIFT: PARXLV22 IBAN (EUR): LV64PARX0006807680001

2. INFORMATION ON ECONOMIC OPERATORS, WHOSE CAPACITIES ARE RELIED ON, TO MEET QUALIFICATION REQUIREMENTS RAISED BY THE CONTRACTING AUTHORITY (IF SUCH REQUIREMENTS ARE RAISED)

(quasi-subsuppliers are also indicated – natural persons, to be employed in the event of the contract being successful)

(to be completed, if the supplier uses capacities of other economic operators following Article 49 of the PPL)

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

		the notice of procurement	
1.			
2.			

3. INFORMATION ON KNOWN SUBSUPPLIERS AND THE PARTS OF THE CONTRACT TO BE SUBCONTRACTED TO THEM

(to be completed if the supplier uses subsuppliers)

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

4. TENDER PRICE

4.1. The price is quoted in euros in the tender. If prices are quoted in a foreign currency, they will have to be converted into euro in accordance with euro/foreign exchange rate published by the European Central Bank, and in cases where the European Central Bank does not publish a euro/foreign exchange rate, in accordance with a euro/foreign exchange rate fixed and published by the Bank of Lithuania on the day of submission of the tender.

4.2. The calculation of the price shall take into account the full scope and requirements of the subject-matter of the contract as specified in the contract documents, the components of the price, etc. The contracting entity will be able to use the subject-matter of the contract at no additional cost to the supplier once the contract is completed. VAT is indicated separately. If the supplier is not a VAT payer, it shall be indicated in the tender by specifying a legal basis. The supplier must assess whether it will become subject to VAT during the performance of the contract. If the supplier becomes subject to VAT during the performance of the contract, the price including VAT must be indicated in the tender. The prices of tenders will be evaluated and compared including all taxes and VAT. Where, in accordance with the procedure laid down by laws governing taxation and their implementing legislation, the contracting authority itself is required to pay VAT to the State budget on the purchase of the procurement object, this tax shall be included in the price of the tender (if the supplier did not include it at the time of the submission of the tender, it shall be added by the contracting authority itself for the purposes of comparison). The tender price must include all taxes and all other direct and indirect costs and charges incurred and/or likely to be incurred by the supplier in connection with the supply of the services, including but not limited to (except where it is expressly stated in the contract documents that certain specific costs are not to be included in the contract price):

4.2.1. all costs related to preparation and submission of the documents required by the contracting authority;

4.2.2. expenditure on licences, patents, permits, etc;

4.2.3. the cost of electronic billing;

4.2.4. other costs necessary for the performance of the contract.

4.3. If the price indicated in the tender and expressed in figures, does not correspond to the price indicated in words, the price indicated in words shall be the correct price.

4.4. All prices (and their components) quoted in the tender must be quoted to two decimal places. If the third decimal is between 0 and 4, the second decimal is left as it is; if the third decimal is between 5 and 9, the second decimal is increased by one, e.g. 3.14159 rounded to the nearest hundredths is 3.14. Rounding 3.1153 to the nearest hundredth will give 3.12.

4.5. **We offer for the procurement:**

No.	The name of the service	Markup* percentage**
1	Flight maintenance and administration service	9.5%

4.6. *Remarks:*

** the mark-up shall be a percentage of the costs of airport services (excluding aircraft technical maintenance), refuelling, transportation of crew(s) and other staff, hotel accommodation for crew(s) and other staff and services of the provision of aeronautical information, purchased from third parties.*

*** two digits after the decimal point, including all overheads, possible taxes and charges.*

4.7. Offered services fully meet the requirements set out in the contract documents.

5. **ENCLOSED DOCUMENTS AND INFORMATION ABOUT CONFIDENTIALITY**

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

No.	Document	Number of pages	Does the document contain confidential information? (Yes / No)	Explanation of what specific information in the document is confidential and why
1	2	3	4	5
1.	A copy of a joint venture agreement (if the tender is submitted by a group of economic operators)	0		
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 submitted and the documents are signed by a person other than the head of the supplier, the members of a group of economic operators, sub-suppliers or economic operators whose capacities the supplier relies on)	0		
3.	If the supplier uses economic operators, evidence that these resources will be available for the entire duration of the contractual obligations	0		
4.	Signed ESPD (Annex 5 to the Procurement Conditions and	12	No	

	Terms "ESPD" (XML and PDF files) *A separate ESPD is filled by: 1) the supplier; 2) each member of the group of suppliers (if a tender is submitted by the group of suppliers); 1) each economic operator, if the supplier relies on his capacities following Article 49 of the PPL.			
...	etc.			

By signing this tender, I certify that:

- I am familiar with the procurement documents, as well as with applicable laws and regulations of the Republic of Lithuania, which regulate the procedure for conducting public procurements and which may have an impact on any relations between the contracting authority and the supplier arising out of and/or in connection with this procurement;
- I accept the conditions and procedures set out in the contract documents;
- data and information given in the tender documents are correct and include everything necessary for the proper performance of the contract;
- the tender shall be valid for the period specified in the relevant clause of Annex 1 "Time limits" of the Procurement Conditions.

Board Member

Sergejs Starkovs

(Position of the supplier or his authorized person)

(Signature)

(Name, surname)

Standard form for declaration of non-compliance with activities in countries conducting aggression against Ukraine

SIA "FCG OPS"

(name of supplier)

State Border Guard Service under the Ministry of the Interior of the Republic of Lithuania

(addressee (name of the Contracting Authority/entity))

DECLARATION ON NON-PERFORMANCE OF ACTIVITIES IN COUNTRIES CONDUCTING AGGRESSION AGAINST UKRAINE

January 21, 2025

Riga

I, the Board Member Sergejs Starkovs, certify that SIA "FCG OPS", under my authority (my representative), participating in State Border Guard Service at the Ministry of the Interior of the Republic of Lithuania procurement "Flight handling and administration services of the State Border Guard Service under the Ministry of the Interior of the Republic of Lithuania", OJ S number 242/2024, publication date 12/12/2024, meets the following requirements:

- at the time of conclusion of the contract, comply with the requirement of clause 49 of the Supplier Code of Conduct issued by the Public Procurement Office, that is, they are not engaged in activities in countries that are subject to military aggression against Ukraine and/or are not part of a group of companies, any member of which is engaged in activities in countries that are subject to military aggression against Ukraine, is not a member of such a group of undertakings and/or does not participate in the activities of such group of undertakings through its manager, members of any other management or supervisory body, or through any other person(s) having the right to represent or control the supplier, to take a decision on its behalf, to enter into a transaction, or through any person(s) having the right to draw up and sign the supplier's financial accounting documents. Nor does it rely on capacity and/or has not concluded subcontracting agreement(s) with subcontractor(s) not fulfilling this condition;
- undertake to comply with the above commitment for the entire duration of the contractual obligations, including the guarantee obligations (if any);
- ensure that all third parties (subcontractors and other economic operators on whose behalf the supplier relies) used by the supplier comply with the above requirement at the time of the award of the contract and undertake to ensure that all third parties (subcontractors and other economic operators on whose behalf the supplier relies) already used by the supplier and to be used by the supplier (sub-suppliers and other economic operators on whose behalf the supplier relies) comply with the above requirement throughout the period of performance of

the contractual obligations, including the warranty obligations (if any).

I certify that this information is correct and up to date.

I understand that if the prohibited circumstances set out in this declaration are discovered or the declaration is found to be false, the supplier will be deemed to have refused to conclude the public contract and, if the falsity of the declaration is discovered after the public contract has been concluded, the public contract will be terminated.

Board Member

(signature)

Sergejs Starkovs