

LIETUVOS ORO UOSTAI

VNO KUN PLQ

CONTRACT ON DESIGN SERVICES

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT (STC)

THE CONTRACT DATE		THE CONTRACT NO.	
1. THE PARTIES TO THE CONTRACT			
	THE CLIENT	THE SERVICE PROVIDER	
1.1. Name	Joint Stock Company Lietuvos oro uostai	Zaha Hadid Limited	
1.2. Country of establishment	Republic of Lithuania	United Kingdom	
1.3. Legal entity code	120864074	3749443	
1.4. Register of legal entities	Register of legal entities of the Republic of Lithuania	Companies House	
1.5. VAT code	LT208640716	GB 449 6832 93	
1.6. Bank account no.	LT33 4010 0425 0007 0513	Sort Code: 60-72-11 Account number: 08185743	
1.7. Registered office address	Rodūnios rd. 10A, Vilnius, Lithuania	101 Goswell Road, London, EC1V 7EZ, United Kingdom	
1.8. Information for correspondence and communication	+370 5 2739326 info@ltou.lt	+44 20 7253 5147 Accouns@zaha-hadid.com (for account related correspondence) Ludovico.lombardi@zaha-hadid.com , Michele.salvi@zaha-hadid.com (for project related correspondence)	
1.9. Signatory to the Contract	Vidas Kšanas, Head of the Safety, Security and Resilience Department, acting pursuant to the Resolution of the Board No. 1VN-20 of 25 September 2025 (registration date: 8 October 2025)	Ludovico Lombardi, Director, acting under power of attorney	
1.10. Person who is responsible for the performance of the Contract	Named in Annex 1 to the Contract (personal data withheld)	Named in Annex 1 to the Contract (personal data withheld)	

2. OBJECT OF THE CONTRACT	
2.1. The title of public procurement	VNO Passengers Terminal Expansion Project, CPP IS ID 4023833
2.2. Object of the Contract and scope of the Services (see Section 3 of General terms and conditions of the Contract GTC)	<p>A detailed description of the scope of Services is provided in the Technical Specification (Annex 2).</p> <p><input checked="" type="checkbox"/> – Obtaining a construction permit; <input checked="" type="checkbox"/> – Design proposals; <input checked="" type="checkbox"/> – Technical work project; <input checked="" type="checkbox"/> – Supervision of the implementation of a design; <input type="checkbox"/> – Other (see TS or insert).</p>
3. TIMELINE AND DEADLINES	
3.1. Services shall commence on	<p>Part A - from the entry into force of the Agreement Beginning of the provision of project preparation services for parts Parts B, C, D - Submission of the order to prepare the project.</p>
3.2. Period for completion of the design of Part A (including an obtainment of a construction permit and a positive conclusion of expert examination of the design documentation)	<p>in 18 months from the date of entry into force of the contract:</p> <ul style="list-style-type: none"> – Preparation of project proposals - within 8 months from the date of entry into force of the Contract (including receipt of the construction permit document (CPD)); – Preparation of the technical work project - within 10 months from the date of receipt of the CPD (including the positive conclusion of the project expertise). <p>* If the CPD for Part A is received earlier than 8 months from the date of entry into force of the Contract, the total duration for the provision of the services (as set out in Clause 3.2. of the Special terms and conditions of the Contract STC) shall be proportionally shortened by the period by which the CPD was received earlier.</p>
<p>3.3. Period for completion of the design of Part B and C (including an obtainment of a construction permit and a positive conclusion of expert examination of the design documentation)</p> <p>*Note. The Part B and Part C design services shall be delivered together (within the same submission package and procedures).</p>	<p>in 18 months from the date of placing the order. The order is submitted but no later than within 6 months from the signing of the contract:</p> <ul style="list-style-type: none"> – Preparation of project proposals - within 6 months from the date of placing the order (including receiving the construction permit document (CPD)); – Preparation of technical work projects - within 12 months from the date of receipt of the CPD (including a positive examination of the project expertise).
3.4. Period for completion of the design of Part D	within 3 months from the submission of an order. This order shall be submitted no later than within 10 months after the Contract is signed.
3.5. Supervision of the implementation of the designs of Part A, B and Part C shall commence from	The beginning of the construction works

3.6. Duration of supervision of the implementation of the designs of Part A, B and Part C	Entire duration of the construction works
4. PRICING RULES OF THE CONTRACT, PRICE REVISION, PAYMENT TERMS	
4.1. The initial value of the Contract EUR, excluding VAT	7 900 000,00
4.2. Applicable pricing rules based on ¹	<input type="checkbox"/> - fixed price; <input checked="" type="checkbox"/> - fixed rate; <input type="checkbox"/> - variable rate; <input type="checkbox"/> - reimbursement of Contract performance costs; <input type="checkbox"/> - other.
4.3. Contract price revision (see Section 11 of GTC)	<input type="checkbox"/> - not applicable; <input type="checkbox"/> - applicable; <input checked="" type="checkbox"/> - applicable if the difference of price index, specified in Clause 4.4 of the Special terms and conditions of the Contract STC, calculated from the beginning of the Contract price revision period, is at least 5%.
4.4. The price index used for the Contract price revision (see Section 11 of GTC)	Price indexes for services provided to economic entities (yr. 2021: 100) → M71 Architectural and engineering activities; technical inspection and analysis
4.5. Payment terms (see Section 9 GTC)	<p>Part A:</p> <p>1. For the stage of preparation of project proposals BIM (LOD300) and obtaining the document authorizing construction, the interim payment of the price specified in the offer of the Service Provider will be made within 30 (thirty) calendar days after this stage has been fully implemented and the acceptance-handover deed has been signed. This interim payment can additionally be divided into the following parts with payment within 30 (thirty) calendar days after the Client is convinced of the completion of a specific part:</p> <ul style="list-style-type: none"> • Up to 10% - after conducting preparatory studies and receiving special architectural requirements; • Up to 30% - after preparing and coordinating the architectural part of the project with the Client; • Up to 20% - after handing over the prepared project documentation for obtaining the construction permit document; • Up to 40% - upon receipt of the construction permit document. <p>2. For the BIM (LOD350 - 400) stage of the preparation of the technical work project, the interim payment of the price specified in the Service Provider's offer will be made</p>

¹ In accordance with the Methodology for Establishing Pricing Rules approved by Order No 15-95 of the Director of the Public Procurement Service of 28 June 2017.

	<p>within 30 (thirty) calendar days after the technical work project has been fully prepared, the expertise has been carried out and a positive expert opinion has been received, and signed acceptance-transfer deed. This interim payment can additionally be divided into the following parts with payment within 30 (thirty) calendar days after the Client is convinced of the completion of a specific part:</p> <ul style="list-style-type: none"> • Up to 10% - after preparing and coordinating with the Client the technical work project of the architectural and structural parts; • Up to 30% - after preparing and coordinating the project of outdoor and indoor engineering parts with the Client; Up to 20% - after submitting the prepared project documentation for expertise; • Up to 40% - after receiving a positive expert opinion that construction is possible according to the prepared project. <p>3. Payments for Part A project execution supervision services will start after the signing of the Part A project contract and will be made every month, within 30 (thirty) calendar days after the date of submission of the appropriate VAT invoice.</p> <p>Part B:</p> <p>1. For the stage of preparation of project proposals BIM (LOD300) and obtaining the document authorizing construction, the interim payment of the price specified in the offer of the Service Provider will be made within 30 (thirty) calendar days after this stage has been fully implemented and the acceptance-handover deed has been signed. This interim payment can additionally be divided into the following parts with payment within 30 (thirty) calendar days after the Client is convinced of the completion of a specific part:</p> <ul style="list-style-type: none"> • Up to 10% - after conducting preparatory studies and receiving special architectural requirements; • Up to 30% - after preparing and coordinating the architectural part of the project with the Client; • Up to 20% - after handing over the prepared project documentation for obtaining the construction permit document; • Up to 40% - upon receipt of the construction permit document. <p>2. For the BIM (LOD350 - 400) stage of the</p>
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	<p>preparation of the technical work project, the interim payment of the price specified in the Service Provider's offer will be made within 30 (thirty) calendar days after the technical work project has been fully prepared, the expertise has been carried out and a positive expert opinion has been received, and signed acceptance-transfer deed. This interim payment can additionally be divided into the following parts with payment within 30 (thirty) calendar days after the Client is convinced of the completion of a specific part:</p> <ul style="list-style-type: none"> • Up to 10% - after preparing and coordinating with the Client the technical work project of the architectural and structural parts; • Up to 30% - after preparing and coordinating the project of outdoor and indoor engineering parts with the Client; • Up to 20% - after submitting the prepared project documentation for expertise; • Up to 40% - after receiving a positive expert opinion that construction is possible according to the prepared project. <p>3. Payments for Part B project execution supervision services will start after the signing of the Part B project contract works and will be made every month, within 30 (thirty) calendar days after the date of submission of the appropriate VAT invoice.</p> <p>Part C:</p> <p>1. For the stage of preparation of project proposals BIM (LOD300) and obtaining the document authorizing construction, the interim payment of the price specified in the offer of the Service Provider will be made within 30 (thirty) calendar days after this stage has been fully implemented and the acceptance-handover deed has been signed. This interim payment can additionally be divided into the following parts with payment within 30 (thirty) calendar days after the Client is convinced of the completion of a specific part:</p> <ul style="list-style-type: none"> • Up to 10% - after conducting preparatory studies and receiving special architectural requirements; • Up to 30% - after preparing and coordinating the architectural part of the project with the Client; • Up to 20% - after handing over the prepared project documentation for
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	<p>obtaining the construction permit document;</p> <ul style="list-style-type: none"> • Up to 40% - upon receipt of the construction permit document. <p>2. For the BIM (LOD350 - 400) stage of the preparation of the technical work project, the interim payment of the price specified in the Service Provider's offer will be made within 30 (thirty) calendar days after the technical work project has been fully prepared, the expertise has been carried out and a positive expert opinion has been received, and signed acceptance-transfer deed. This interim payment can additionally be divided into the following parts with payment within 30 (thirty) calendar days after the Client is convinced of the completion of a specific part:</p> <ul style="list-style-type: none"> • Up to 10% - after preparing and coordinating with the Client the technical work project of the architectural and structural parts; • Up to 30% - after preparing and coordinating the project of outdoor and indoor engineering parts with the Client; • Up to 20% - after submitting the prepared project documentation for expertise; • Up to 40% - after receiving a positive expert opinion that construction is possible according to the prepared project. <p>3. Payments for Part C project execution supervision services will start after the signing of the Part C project contract and will be made every month, within 30 (thirty) calendar days after the date of submission of the appropriate VAT invoice.</p> <p>Part D: Payment of 100% of the Service price for Part D will be made within 30 (thirty) calendar days after the works of Part D have been fully implemented and the acceptance-handover deed has been signed.</p>
<p>5. AN ADVANCE PAYMENT (see Section 14 of the Contract GTC)</p>	<p><input checked="" type="checkbox"/> - applicable; <input type="checkbox"/> - not applicable;</p>
<p>5.1. Amount of advance payment</p>	<p>15 percent of the value of each payable stage of Parts A, B, C, and D, excluding VAT (if the respective Part is not divided into stages, the percentage of the advance payment shall be calculated based on the total value of that Part, excluding VAT).</p>

5.2. Deduction of advance payment	30 percent of the disbursed advance payment shall be deducted during each reporting period. Any remaining balance of the advance payment that has not been previously deducted shall be fully deducted from the invoice issued for the final reporting period of the Services.
5.3. Terms and deadline for advance payment	Prior to the Service Provider commencing the implementation of each stage of Parts A, B, C, and D (or, if a Part is not divided into stages, prior to the commencement of the respective Part), the Client shall pay an advance to the Service Provider no later than within thirty (30) days from the date of submission of the pro forma invoice by the Service Provider.
6. WARRANTY PERIOD	The designer together with other participants of the construction shall be liable for the collapse of the object or defects if the object collapsed or the defects were discovered within the time limits referred to in an art. 6.698 pt. 1 of the Civil Code of the Republic of Lithuania.
7. INSURANCE OF CIVIL LIABILITY (see Section 16 of GTC)	
7.1. Civil liability of the designer	<input type="checkbox"/> - not applicable <input checked="" type="checkbox"/> - applicable (for improper drafting of the design) <input checked="" type="checkbox"/> - applicable (for improper supervision of the implementation of a design)
8. LIABILITY (see Section 12 of GTC)	
8.1. The provisions about the liability (including penalties) of the Parties are provided in GTC and are applicable to the relations of the Parties under this Contract, unless otherwise provided in the Technical Specification and in STC.	
8.2. Fine pursuant to Clause 12.14 of GTC (termination of the Contract due to the fault of the Service provider), and Clause 12.15 of GTC (if the Service provider terminates the Contract without justification)	10% of the initial value of the Contract excluding VAT
8.3. Interest pursuant to Clause 12.13 of GTC (for failure to pay on time for Services duly rendered)	0.02% of the unpaid value of the Services for each day of delay
8.4. Interest pursuant to Clause 12.11 of GTC (for failure to meet the deadlines for the provision of Services)	0.05% of the value of the Services not performed or delayed, excluding VAT, for each day of delay
8.5. Fine pursuant to Clause 12.12.1 of GTC (for breaches of clause 5.2.13 of GTC (non-attendance at meetings organized by the Client)).	€150 for each case of breach
8.6. Fine pursuant to Clause 12.12.2 of GTC (for breach of Clause 20.3 of GTC (failure to notify Client about known subcontractors, changes of subcontractors, etc.)).	€150 for each case of breach

8.7. Fine pursuant to Clause 12.12.3 of GTC (for repeated deficiencies in the results of the Service Phases)	€150 for each case of breach
8.8. Fine pursuant to Clause 12.12.4 of GTC (for breach of Clause 5.2.18 of GTC (failure to carry out design supervision)).	€150 for each day of breach
8.9. Fine pursuant to Clause 12.3 of STC (for failure to provide a certificate or other equivalent document).	€100 per day until the standard or equivalent document is provided.
9. OTHER KINDS OF SECURITY OF PERFORMANCE OF OBLIGATIONS (see Section 15 of GTC)	
9.1. Security of performance of the Contract	<input checked="" type="checkbox"/> - bank guarantee; <input checked="" type="checkbox"/> - the insurance company's certificate of suretyship insurance; <input type="checkbox"/> - not applicable.
9.2. Duration of security of performance of the Contract	During the whole validity term of the contract, but in any case not less than 26 months after the Contract enters into force
9.3. Amount of security of performance of the Contract	10% of the initial value of the Contract
9.4. Security of the repayment of the advance payment	<input type="checkbox"/> - bank guarantee; <input type="checkbox"/> - the insurance company's surety insurance certificate; <input checked="" type="checkbox"/> - not applicable.
10. SERVICE PROVIDER'S RIGHT TO RELY ON THIRD PARTIES (SUBCONTRACTING) (see Section 19 of GTC)	
10.1. Subcontractors (Economic operators)	<input type="checkbox"/> - The Service provider has not relied on subcontractors (Economic operators) to perform the Contract. <input checked="" type="checkbox"/> - The Service provider is relying on following subcontractors (Economic operators) to perform the Contract: <ol style="list-style-type: none"> 1. JSC "Tyrens Lietuva" 2. Hilson Moran Partnership Limited (UK) 3. Haskoning Nederland B. V operating as NACO - Netherlands Airport Consultants
10.2. Direct payment to subcontractors	Upon written request by a subcontractor to the Client, in accordance with the procedures set out in the Law on Procurement by Contracting Entities acting in the Field of Water Management, Energy, Transport or Postal Services (hereinafter referred to as the PL), a tripartite agreement in the form provided by the Client shall be concluded, which shall provide the Service provider a right to object to unreasonable payments to subcontractors.
11. ANNEXES	
11.1. Annex 1	Contact details (confidential information), 1 sheet.
11.2. Annex 2	Design contest documentation and its annexes (documents are hosted on the website https://viesiejpirkimai.lt/epps/cft/listContractDocuments.do?d-5419-p=3&resourceId=483672)
11.3. Annex 3	The final offer of the Supplier, 5 sheets.
11.4. Annex 4	Proposal a design, 24 sheets.
11.5. Annex 5	Services schedule form, 1 sheet.

11.6. Annex 6	Detailed technical specification and its annexes, 25 sheets.
12. OTHER CONDITIONS	
12.1.	If a Party to the Contract is delayed, or it is evident from the available evidence that it will be delayed in the fulfilment of its contractual obligations due to circumstances occurred as a result of an outbreak of viral infection, the Party shall have the right to request an extension of the Contract from the other Party. The deadline for the fulfilment of the contractual obligations may only be extended for such a period that during which the Party is/was unable to fulfil its contractual obligations.
12.2.	The Service provider undertakes not to disclose any information about this Contract and its performance to any subjects of the Russian Federation, the Republic of Belarus (or their representatives), and to ensure that no subjects of these countries are engaged in the performance of the Contract in any form.
12.3.	The Service provider shall, within 3 (three) months from the date of signing of the Contract, provide the Client with certificates or other equivalent evidence from the Service provider that the Service provider applies the requirements of an environmental management system in accordance with the standard LST EN ISO 14001 "Environmental Management Systems. Requirements and guidelines for use", the European Union's environmental management and audit scheme EMAS or other equivalent environmental management standards.
12.4.	The Client shall have the right to supplement and/or elaborate the technical information and Technical Specifications provided in the Procurement Documents during the performance of the Contract, without modifying the Procurement Task.
12.5.	Order appointing the BIM coordinator, schedule forms and other documents accompanying the Contract shall be provided by the Service provider to the Client no later than the Effective Date.
13. AMENDMENTS AND ADDITIONS TO THE GENERAL CONDITIONS	
13.1.	Clause 24.10 of GTC does not apply.
	<p>Clause 17.9 of the contract BS is added, which is set out as follows:</p> <p>17.9. In this Agreement, the Service Provider gives the Client his prior irrevocable consent (this consent does not take away the right of the author of the architectural work to express comments, suggestions, objections to changes and/or additions to the project, as well as to approve/disapprove the technical work project) that:</p> <p>17.9.1. if necessary, the technical work project would be prepared by another designer;</p> <p>17.9.2. if necessary, changes and/or additions to the project would be made, preparing a new project or project decision document(s).</p>
SIGNATURES OF THE PARTIES' REPRESENTATIVES	
THE CLIENT Joint Stock Company Lietuvos oro uostai	THE SERVICE PROVIDER Zaha Hadid Limited

Digitally signed by
Ludovico Lombardi
Date: 2025.10.30
10:45:31 GMT



*CONFIDENTIAL INFORMATION***CONTACT ADDRESSES FOR NOTIFICATIONS AND THE PERSONS RESPONSIBLE FOR IMPLEMENTING THE CONTRACT**

The Parties shall designate their representatives for the purpose of monitoring the implementation of the Contract and for liaison purposes. The designated responsible person of the Client shall, inter alia, have the right to give the Service provider's responsible person the mandatory instructions relating to the performance of the Contract, to sign the act of transfer and acceptance of the Services, the received VAT invoices and other documents relating to the performance of the Contract (except for agreements on the extension, amendment, etc.), both orally and in writing. All communications relating to the performance of the Contract may be sent to the contact details of these representatives:

FOR IMMEDIATE RELEASE	CONTACT PERSONS (RESPONSIBLE FOR THE PERFORMANCE OF THE CONTRACT)
For the Client:	Client's representatives:
Address - Rodūnios rd. 10A, Vilnius, Lithuania E-mail info@ltou.lt	Program Project Manager
For the Service provider:	Service provider's representatives:
Address - 101 Goswell Road, London, EC1V 7EZ, United Kingdom	Head of Project Management Division
E-mail , (for project related correspondence)	Director
	Associate director

For JSC Lithuanian Airports

TENDER TO THE PROCUREMENT OF VNO PASSENGERS TERMINAL EXPANSION PROJECT

(20/10/2025)

1. INFORMATION ABOUT THE SUPPLIER

Name(s) of the supplier	Zaha Hadid Limited
Legal entity identification number(s)	3749443
Address(es) of registration of the supplier	101 Goswell Road, EC1V 7EZ, London, UK
Position, name and surname of the person responsible for the proposal	Ludovico Lombardi Director
Telephone number	+44
Email	
How will the contract be signed?	<input checked="" type="checkbox"/> Physical signature <input checked="" type="checkbox"/> Electronic signature
Supplier's bank account and account bank	"Beneficiary : Zaha Hadid Limited Account No: 08185743 Sort Code: 60-19-26 SWIFT / BIC Code NWBK GB 2L IBAN: GB33 NWBK 60721108 1857 43"
Name, surname, email , telephone number of the person responsible for the contract at the Supplier	Ludovico Lombardi

2. INFORMATION ON RESPONSIBILITIES OF OTHER ECONOMIC OPERATORS

2.1. The Supplier must disclose in the Tender the Economic operators whose capabilities it relies on to meet the qualification requirements set out in the Procurement Documents (hereinafter referred to as "Economic operators"). If the Supplier does not indicate in the Tender that it is relying on the capacities of other Economic operators, the Supplier by itself will be deemed to have met the qualification requirements set out in the Procurement Documents in accordance with Article 62 of the Law on Procurement by Contracting Entities.

No.	Name, surname of specialists proposed by suppliers	Reference to the precise qualification requirement for which the quasi-subsupplier will be used	Legal relationship with the Supplier (intended employment)

Together with the Initial Tender, the Supplier is required to provide declarations completed and signed by the specialists "Consent of the specialist to be employed" (Annex 9 to the Invitation) confirming their consent to be employed in the event of the successful tender (if applicable). By submitting its completed and signed ESPD, the Supplier declares that the professionals it has recruited meet the requirements for a specialist.

2.2. Economic operators whose capacities are relied on (to be completed if the supplier intends to use it):

No.	Name and country of registration of the economic operator	Reference to the precise qualification requirement for which the economic operator will be used	Description of the services to be entrusted to the economic operator	Does the Supplier/member of the group of Suppliers itself meet the qualification requirement for which the economic operator is used (Yes/No)
2.	Tyrens Lietuva JSC	Project manager intending to design the structures located on the territory of the airports. Structures: transport communications (airport structures). BIM Manager	Engineering / LEA / BIM	Yes
3.	Hilson Moran Partnership UK	Expert in the field of building certification of BREEAM	Sustainability / BREEAM	Yes
4	Haskoning Nederland B.V operating as NACO	Specialist in airport operations	Airport Specialist	Yes
				...

The qualification requirements set out by the Supplier in the table may be fulfilled by the Supplier and/or the Economic Operator, or by both together. **Note: The Supplier must submit with the Initial Tender the completed and signed ESPD of the Economic Operators whose capacities it relies on and evidence that the capacities of the entities listed in the table will be available for the performance of the Contract (e.g. contract, letter of intent, completed and signed Annex 8 to the Invitation).** It is noted that the Supplier will not be able to rely on Economic Operators it has not disclosed during the performance of the contract.

3. INFORMATION ON SUBCONTRACTORS

Information on the Subcontractors known at the time of the submission of the tender that will be used for the execution of the Contract:

No.	Name of the subcontractor	Country of registration of the subcontractor ¹	The proportion of the contractual obligations to be transferred to the subcontractor as a percentage or amount of the tender price, and a description

¹ the subcontractor is a natural person, (1) the place of residence and (2) the citizenship.

1.			
...			

Together with the Initial Tender, the Supplier is required to provide evidence that the capacities of the subcontractors listed in the table will be available for the performance of the Contract (Annex 8 to the SPC completed and signed).

4. INFORMATION ON THE SERVICES OFFERED

No.	Name of service	Country from which the service will be provided
1.	Design services	UK + Lithuania
2.	Project execution supervision services	Lithuania + UK
3.	Services of recommendations for the implementation of planned projects	Lithuania + UK

5. PRICE OF TENDER

5.1. The price of the tender shall be expressed in euro.

5.2. The price of the Tender in EUR including VAT shall include all costs, all taxes and charges payable under the applicable laws of the Republic of Lithuania.

5.3. The price of the tender shall be quoted by completing the table below:

No.	Procurement object	Maximum quantity for the duration of the contract	Unit of measurement	Price for 1 unit of measurement in EUR without VAT	Price in EUR without VAT (3X5)
1	2	3	4	5	6
Price Proposal Part A: Part 1 of the Arrival Terminal (T5) and improvement of the surrounding infrastructure					
1.	Preparation of project proposals BIM (LOD300) ^b and obtaining a Building Permit	1	set	EUR 1,659,000.00	EUR 1,659,000.00
2.	Preparation of a detailed design (technical-working) project ^c BIM (LOD350 - 400) ^b	1	set	EUR 2,844,000.00	EUR 2,844,000.00
3.	Project execution supervision	1	set	EUR 237,000.00	EUR 237,000.00
Price Proposal Part B: Connecting "Plaza" next to T1 ^a					
4.	Preparation of project proposals BIM (LOD300) ^b and obtaining a Building Permit	1	set	EUR 553,000.00	EUR 553,000.00
5.	Preparation of the detailed design (technical-working) project ^c BIM (LOD350 - 400) ^b	1	set	EUR 948,000.00	EUR 948,000.00

6.	Project execution supervision	1	set	EUR 79,000.00	EUR 79,000.00
Price Proposal Part C: Part 2 of the Arrival Terminal (T5) ^a					
7.	Preparation of project proposals BIM (LOD300) ^b and obtaining a Building Permit	1	set	EUR 525,350.00	EUR 525,350.00
8.	Preparation of the detailed design (technical-working) project ^c BIM (LOD350 - 400) ^b	1	set	EUR 900,600.00	EUR 900,600.00
9.	Project execution supervision	1	set	EUR 75,050.00	EUR 75,050.00
Price Proposal Part D: Future Airport Expansion ^a					
10.	Recommendations for the implementation of planned projects: hotel, multi-story parking garage, prospective terminals	1	set	EUR 79,000.00	EUR 79,000.00
Total price EUR, excl. VAT					EUR 7,900,000.00
VAT % (21%)					EUR 1,659,000.00
Total price EUR, incl. VAT					EUR 9,559,000.00

a - The Contracting entity is not obliged to purchase these parts in accordance with the terms of the Procurement, the performance of the services shall commence upon separate notification by the Purchasing Entity to the Supplier.

b - The detailed requirements of the BIM model for each stage of the project and individual projects can be adjusted separately during the design process.

c - The Contracting entity is not obliged to purchase all parts of the detailed design (technical-working) project in accordance with the Procurement conditions.

- The maximum quantity of the Procurement object. The Purchaser will purchase Services on demand and at the rates specified in the Supplier's tender during the duration term of the Contract. The Purchaser shall not be obliged to purchase the entire quantity specified.
- The maximum quantity does not constitute an obligation on the part of the Purchaser to pay the successful Tenderer the specified amount during the duration term of the Contract and will only be used for the purpose of evaluating Tenders. The successful Tenderer will only be paid for the actual quantity.
- The prices in the tender shall be rounded to two decimal places.

6. INFORMATION ON NEGOTIATIONS

Mark below the negotiation items you wish to negotiate:

- Project implementation deadlines
- Application of advance payment (and its amount in the case of an advance payment application)

7. VALIDITY OF THE TENDER

The Tender is valid for a minimum of 120 calendar days from the deadline for the submission of tenders.

By submitting this Tender, we confirm that:

- we agree to all the terms and conditions set out in the Procurement Documents;
- we have carefully read all the requirements of the Procurement Documents, including the Technical Specification, and our Tender fully complies with them and we undertake to comply with them in the performance of the Contract. We also undertake to comply with the requirements of other legal acts in force in the Republic of Lithuania and applicable to the subject of the Procurement and the Contract.

Director

(Name, surname and signature of
the Supplier or his authorized
person)



(Signature)

Ludovico Lombardi

(Name and surname)

00XVLN

OPEN ARCHITECTURAL PROJECT COMPETITION FOR THE ARRIVALS TERMINAL OF VILNIUS AIRPORT



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Urban design idea for the Competition area (level of detail 2)

The long-term strategic goals of Vilnius Airport are outlined in its Master Plan vision, emphasizing expansion, increased passenger capacity, and alignment with evolving aviation industry trends. Our urban design concept supports the Master Plan’s vision by integrating future traffic projections, territorial planning guidelines, phased development strategies, sustainability principles, and long-term financial viability.

The proposal presents innovative architectural solutions that meet modern aviation demands while reflecting Lithuanian culture and contemporary design. Adhering to the highest sustainability and passenger-centered experience standards, the project acknowledges the global trend of airports, bus terminals, and railway stations serving as symbolic gateways—shaping first and last impressions for travellers. To ensure strong urban and spatial coherence, the following key principles guided the design.

Urban Integration.

The massing of the new Terminal 5 is designed to create a symmetrical counterpart to Terminal 4, visually rebalancing the airport complex with order and clear identity. For passengers arriving by bus, taxi, or private vehicle, it harmonizes the composition, positioning the historic Terminal 1 at the center, flanked by two modern expansions that share a cohesive architectural language. The distinctive design of T5 is also defining the roof of the new Airport Plaza and contribute to the modernisation of the heritage building image perceivable from approaching the airport complex.

The project complies with the competition’s Technical Specifications and local planning regulations. The new buildings harmonize with the area’s existing typology, height, and scale, balancing a distinctive architectural identity with contextual coherence. Carefully selected building volumes, facades, and materials contribute to a modern, sustainable, and user-friendly environment.

Designed as an intermodal hub, the complex ensures seamless connectivity between trains, buses, taxis, private and rental cars, and bicycles with a clear identity. Dedicated lanes for different vehicle types minimize congestion and enhance efficiency. Planned transport connections, including new streets, railways, and a viaduct, were considered in the traffic flow design, and one of the key elements is the planned underground Rail Baltica station, which will directly connect to the centre of the Airport Plaza.

High-voltage transformer stations are maintained in their current location until phase 3 included, and then integrated into a proposed four-story parking facility in phase 4, with dedicated staff parking and convenient external access.

Connectivity and Accessibility.

The project prioritizes seamless integration with surrounding areas through pedestrian-friendly streets, walkways, and bike paths, aligning with Vilnius’s Sustainable Urban Mobility Plan. Accessibility is ensured for all users, including pedestrians, cyclists, and individuals with disabilities. Given Vilnius Airport’s role as a major transportation hub, smooth transitions between various transport modes were a key focus in the proposal.

Social and Environmental Considerations.

Located within an industrial and service zone, the design emphasizes human-centered planning, incorporating green public spaces and adaptable multi-use areas, and enhancing worker comfort, environmental sustainability, and community engagement.

Vilnius Airport is envisioned as an attractive and representative area of the city, incorporating traditional materials, preserving cultural heritage, and integrating authentic local elements. Landscaping prioritizes water-absorbing surfaces and green spaces while avoiding dense tree clusters



Simmetry of the composition



Arriving passengers view



North-West bird-eye view of Terminal 5

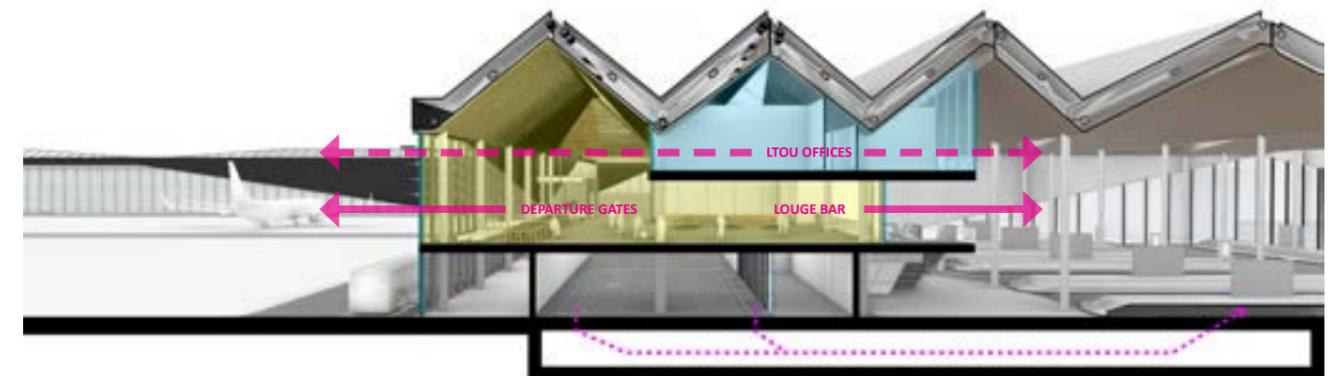
for aviation safety. Mature trees are preserved where possible, providing shade and shelter in public areas. Stormwater management features include permeable pavements and rain gardens.

Functional Zoning and Development Phases.

It is paramount to the success of the project that the clear identity of the terminal results complete in each of its intermediate phases. The functional zoning strategy ensures smooth transitions between project phases while minimizing demolitions and rework. Apart from selected areas of Terminal 5, most architectural elements introduced in Phase 1 remain unchanged through Phases 3 and 4, supporting an efficient and sustainable expansion. The iconic design and identity of the new Terminal and of the overall airport is always preserved and visible at every phase, thanks to a design that has embedded the development phases from its conception

Visual Connections.

The design enhances spatial relationships to facilitate movement, improve wayfinding, and strengthen the area’s identity. A new visual axis connects Rodūnia Street with the planned arrivals terminal, serving as a focal point. Another key axis runs along the linear parking area bordering the arrivals terminal. This corridor will be enhanced with tree-lined lanes, pedestrian walkways, and active public spaces, incorporating pocket parks, interactive elements, and temporary installations. Clear signage and visual cues further support intuitive navigation.



Enhanced visual connections from gates and offices

02 - Architectural idea (level of detail 1)

The main architectural concept of the Vilnius Airport project is to seamlessly blend Lithuania's cultural identity with contemporary design, offering a welcoming experience to arriving passengers and providing a clear new identity to the overall airport complex. The geometry of the T5 volume massing draws inspiration from the sharp edges of the T4 departure terminal, presenting a refined evolution in form. This progression is particularly evident in the design of the rooftop, where rhomboid and triangular shapes become the fundamental modules of the skylights. These geometric elements not only allow natural light to penetrate the interior spaces but also express the underlying structural rhythm, establishing a cohesive narrative that extends across T5, T6, T7, and the plaza and modernize the heritage building images at approach.

The modular system, characterized by the repetition of rhomboid patterns, becomes a unifying language throughout the terminal complex. The consistent use of these elements ties together the entire airport, transforming it into an integrated and forward-thinking architectural ensemble. The terminals and the plaza form a harmonious whole, connecting the existing T4 terminal and the heritage T1 building. This design strategy creates a cutting-edge airport capable of accommodating with flexibility both current demands and future expansions, while paying homage to Lithuania's cultural heritage.

The inspiration for the modular geometry originates from traditional Lithuanian motifs, particularly the rhombus, which holds a significant place in Baltic folklore. By incorporating this shape into the design of the terminal, the architecture bridges past and present, weaving cultural symbolism into a modern context.

Additionally, the design draws parallels with Lithuanian straw gardens, a traditional art form recognized by UNESCO in 2023 as part of the nation's intangible cultural heritage. These intricate structures, based on rhombus forms, are reinterpreted within the terminal's architecture and the structural system defining the proposal. The spatial experience inside the terminal evokes the sensation of being within a straw garden, with the roof structure and interior geometry reflecting the delicate and interconnected nature of this art form.

Through this synthesis of geometric precision, cultural references, and modularity, the design not only enhances passenger experience but also serves as a contemporary tribute to Lithuania's rich traditions. The result is an architectural language that is both timeless and innovative—rooted in local heritage yet looking confidently towards the future.



03 - User experience (level of detail 1)

Airports are symbolic gateways to cultures, people and economies. Public places where people start their journey to explore the world, go out for business, arrive from an exciting holiday or simply return home safely.

The new arrivals terminal at Vilnius International Airport will play an important role in the passenger's journey. Terminal 5 will be the first impression for tourists travelling to Vilnius and will be welcoming, not only because of the great experience, but also because of the smooth and intuitive arrival process, contributing to position Vilnius Airport in the competitive international market. The passenger terminal building is also the workplace for a large number of staff. The new terminal also provides healthy, efficient and safe working environment for all staff, meeting the requirements of the technical specifications and providing a pleasant experience, with daylight and views to the landside and apron.

Passenger journey.

Simplicity, intuitiveness, and seamless wayfinding are central to passenger flow in the new terminal building. The goal is to create a warm and welcoming arrival experience for travellers coming to Vilnius while ensuring a smooth transfer process for those with connecting flights.

Natural light and views towards the outside environment will guide passengers throughout their journey, helping them to navigate between the different spaces effortlessly. Upon reaching the baggage reclaim area, arriving passengers will have a clear overview of the space, allowing them to easily locate their baggage on the carousels or find their way to the exit. Arriving at Vilnius International Airport will be a quick and efficient process, minimizing long walks and queues. Additionally, the infrastructure is designed to ensure that Passengers with Reduced Mobility (PRM) and those with strollers can follow the same intuitive route as other travellers. Strategically placed, properly sized elevators will be clearly visible along the passenger flow, ensuring a smooth and accessible experience for all.

Arrivals Schengen.

Passengers deboarding from a contact stand, either from Terminal 2-3 or the new south concourse, enter Terminal 5 on Level 2 via the combined departure and arrival concourse. In the center of Terminal 5, passengers pass through a one-way filter and enter a space where they can orient themselves, overlooking the baggage reclaim hall and the external areas. Lifts, escalators, and stairs bring passengers down, where they can either claim their bags from one of the belts or proceed directly to the exit. Schengen passengers arriving by bus are dropped off directly in front of the baggage reclaim entrance on the north side. They pass through a one-way filter into the reclaim hall, merging with other Schengen arrivals, or they can use dedicated stairs/lifts for transfer. Schengen passengers do not need to declare goods and can exit through the customs green channel, heading to the arrivals hall. From there, they can meet their welcomers, enjoy the commercial area, do some shopping, or head straight downstairs to the planned underground Rail Baltica station.

Arrivals Non-Schengen.

Non-Schengen passengers arrive at Terminal 3. After immigration, they follow the arrivals corridor to enter the reclaim hall from the north side. This route has been simplified and optimized by removing the existing stairs, providing a more direct and intuitive path to baggage reclaim. After passing through a one-way filter, Non-Schengen passengers merge with the arriving Schengen passengers in the reclaim hall, where they can either claim their bags or exit directly through customs. Non-Schengen passengers with goods to declare report to the customs red channel desk, which is equipped with screening and unpacking facilities. Passengers who do not have goods to declare can exit through the customs green channel into the arrivals hall, where they can meet their welcomers, enjoy the commercial area, or leave the terminal building.

Departures.

All departing passengers enter at T4, proceed through security screening and follow their way to their gates. Non-Schengen passengers depart from T 2-3, while Schengen passengers can also depart from the bus lounges in Terminal 5 or the future Schengen concourse in the south.

Coming from Terminal 2, passengers flow into the T5 departure concourse on level 2, with an open bus lounge facing the apron and some retail and a café with a terrace overlooking the reclaim hall. Passengers either follow their way to the southern pier or depart from the bus lounge. The lounge is about 450 sqm, providing waiting space for two code C flights. Additional seating is available in the opposite F&B. Two VT points lead to bus parking positions on level 1, allowing for boarding of two flights simultaneously.

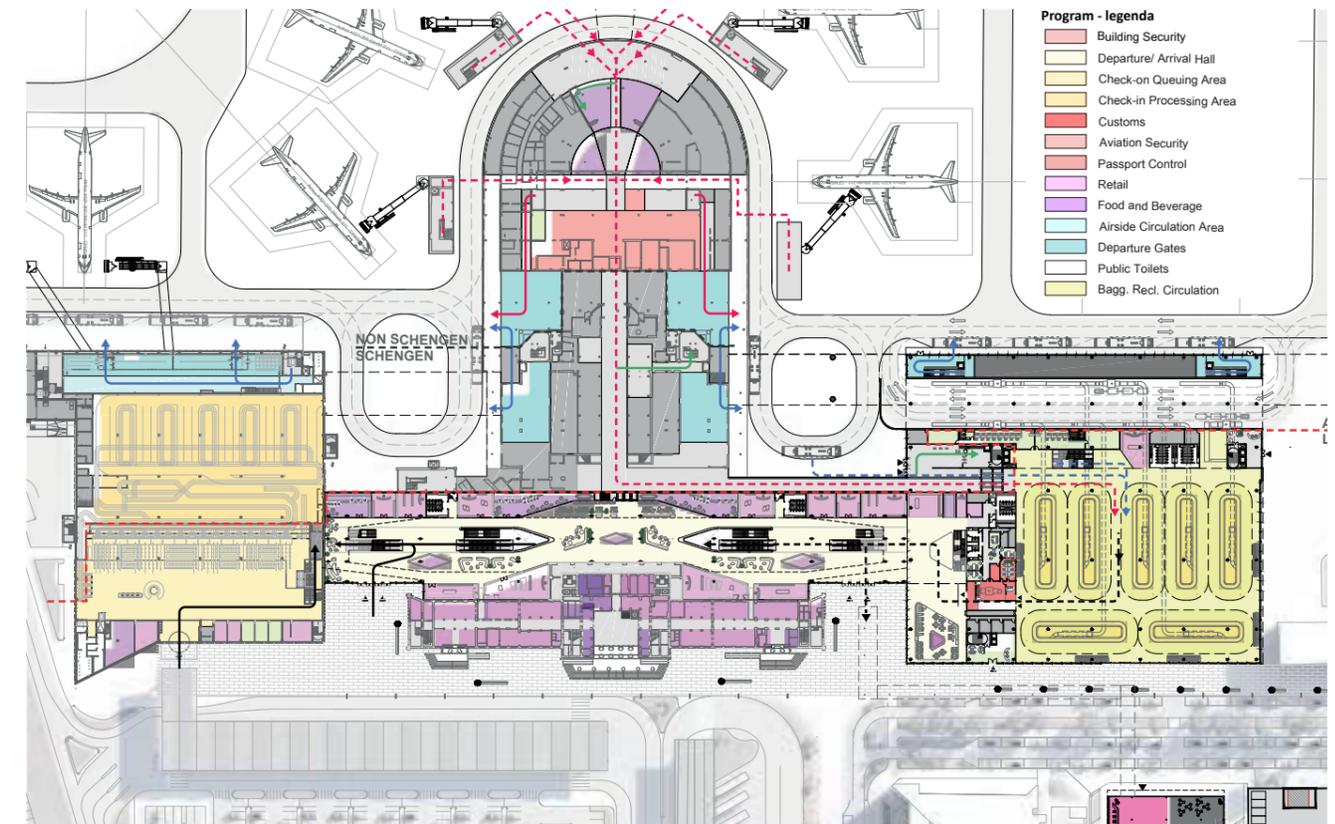
Transfers.

Terminal 5 facilitates transfers (S-S and S-NS). On the airside, passengers arriving from Schengen flights are already security-screened and can directly proceed to the departure gate for their connecting flight. Non-Schengen passengers, however, must go to Terminal 3, where they will pass through emigrations and enter the duty-free and Non-Schengen departure areas. For Schengen passengers arriving by bus on Level 1, a basic transfer point is provided, including transfer kiosks and a help desk. This desk may be staffed or function as a helpline, similar to the one in Terminal 3. Passengers proceed through automated board-

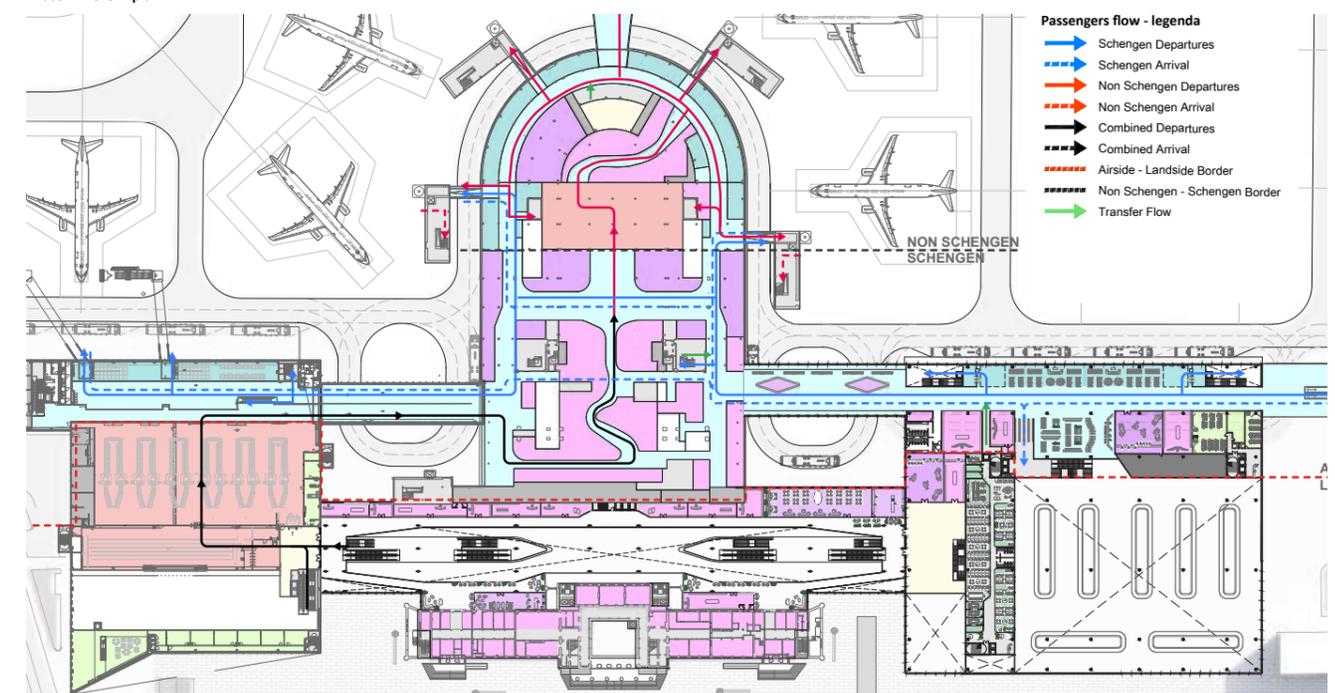
ing card control and take the dedicated VT to Level 2, where they merge with departing Schengen passengers.

The working place.

All office spaces are located on the upper levels of the Terminal 5 building and are organized into two independently accessible blocks. The LTOU office compound (2350sqm) is situated on Level 3 and is structured around a central spine of shared spaces, including lounge areas and meeting rooms. Workspaces are arranged in two parallel strips: one facing the departure gates area with views of the apron, and the other overlooking the baggage reclaim hall. The entrance lobby is positioned at the southeast corner of Terminal 5 on the ground floor, with dedicated vertical transport connecting the offices on Level 3 to the training facilities (367sqm) on Level 2. The rental offices, 2800sqm to be developed in Phase 3, will have an independent entrance lobby located on the west façade, next to the taxi drop-off area. These offices will be spread across two floors along the northern façade of Terminal 5, offering dynamic



Phase 4 - Level 1 plan



Phase 4 - Level 2 plan

04 - Description of the Project's Phasing and functioning of the territory until the next Phases are implemented

The layout of the various buildings and external areas has been carefully developed to align with the project's phasing requirements. Passenger circulation within the Arrival Terminal has been designed to ensure maximum flexibility, intuitive wayfinding, and seamless connections with different modes of transport, all while preventing any interference or obstructions during the construction phases. The airport will remain fully operational throughout the construction of the Airport Plaza in Phase 2, the demolition of the Air Traffic Control (ATC) tower, and the expansion of Terminal 5.

Terminal 5.

Phase 1 - The layout of the baggage reclaim hall is organised in such way, that the required phasing can easily be accommodated. The terminal is developed around the existing control tower and functions as an independent building, with the Arrival Hall on 2 floors organized along western facade and exit directly towards the square and the taxi drop-off, in order to allow an easy access and manouvering for vehicles accessing phase 2 construction site and avoid passengers having to walk through a construction area while exiting the Terminal.

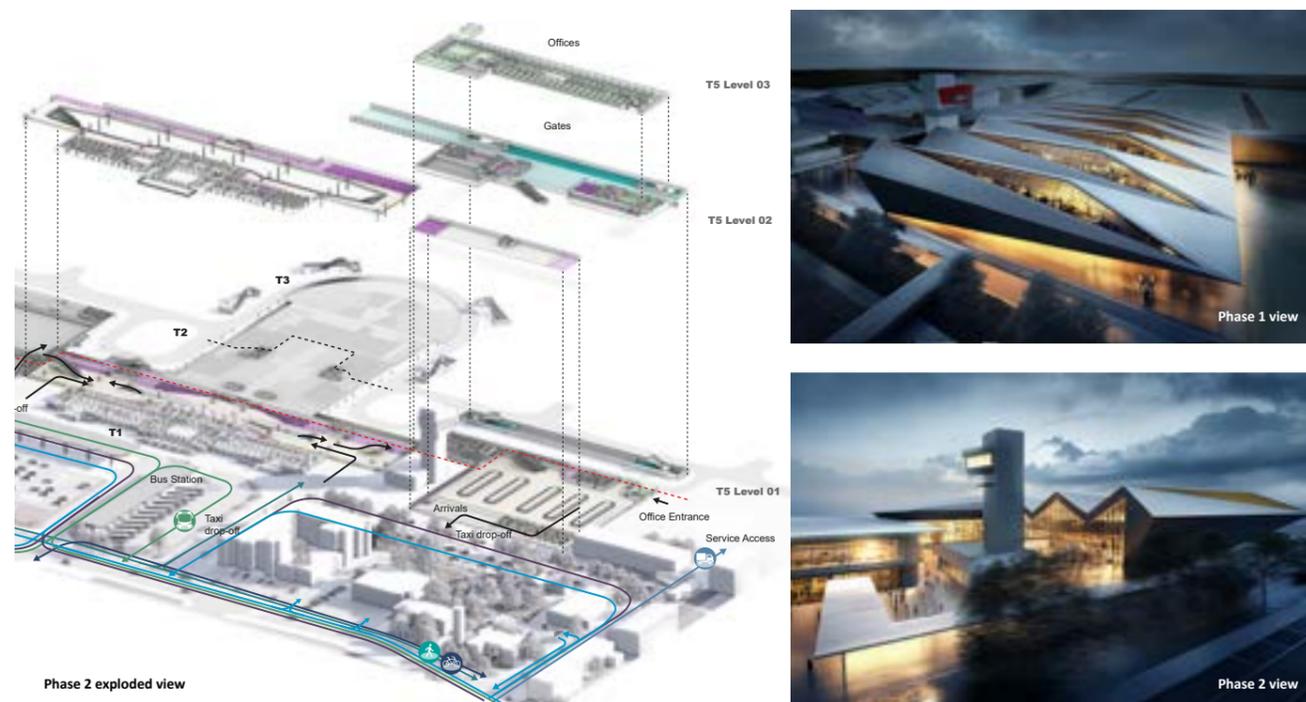
In phase 1 the reclaim hall accommodates five carousels, with a presentation length of 70 meter each. The space between the belts meets the client's requirements, and columns are strategically placed inside the belts, leaving the space in between unobstructed. The reclaim belts will be fed from below as mentioned in Annex 1 of the technical specifications. On either side of the reclaim hall, there is space for trolley stacking and some seating for passengers waiting for their luggage to arrive. The arrivals hall and customs facilities are located on the west side. The entrance / exits of the arrivals hall are facing the west.

Phase 3 - Once the Air Traffic Control (ATC) tower is demolished and phase 3 completed, the layout of the Arrival Hall changes. 2 additional carousels are added against western facade, and the Arrival Hall on 2 floors with F&B and the custom facilities are moved against north facade and directly linked to the commercial plaza, creating a unique experience and a sense of place for passengers arriving in Vilnius. Once the tower is dismantled - without obstructing the passenger flows- the new arrivals hall, customs filter and additional passenger and support facilities can be built, without hindering the operations. Once the layout is completed all passengers exiting the Terminal are directed towards the Airport Plaza from where they can either exit or transfer to the underground train station.

Airport Plaza.

Phase 2 - After the demolition of the existing taxi drop-off road and roofs, construction of the Airport Plaza can commence without disrupting the operations of Terminal 5. The Airport Plaza will serve as the new focal point of the entire airport, featuring approximately 2,500 sqm of retail, restaurants, and commercial spaces spread across two floors. It will also provide a seamless fast-track connection to the future underground Rail Baltica Station.

All visitors, as well as departing and arriving passengers, will pass through the Plaza, experiencing a shopping mall-like atmosphere with enhanced visual connectivity between all levels. During the day, natural light will filter in from above through four generously sized rooftop skylights, illuminating the space and extending down to the underground station via a large central opening that



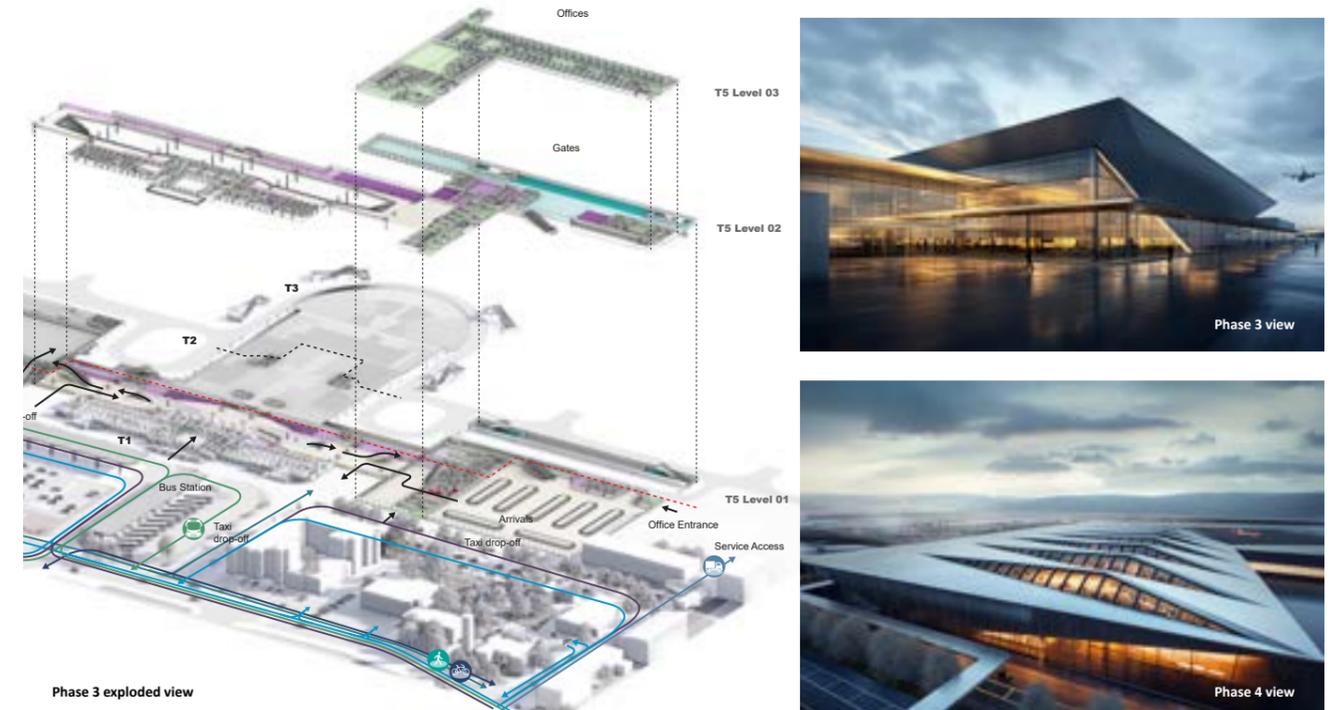
houses staircases and escalators.

The ground floor layout has been optimized to prioritize passenger circulation between Terminals 4 and 5 and the Rail Baltica station. At the same time, the passenger experience will be enriched by about 1,400 sqm of restaurants and retail spaces along the east internal façade. The shopping experience continues on the upper level, where commercial balconies offer an additional 1,100 sqm of retail and dining spaces. These balconies are directly connected to Terminal 4 for departing passengers and also to the upper level of Terminal 5's arrival hall. In the future, this seamless connection between terminals and commercial spaces could extend to the upper level of the Terminal 1 building, once it is repurposed into a commercial hub, forming a dynamic retail loop with engaging cross-views between all buildings. At level 2, a rooftop bar with a spacious terrace will offer passengers and visitors a stunning view of the apron, making it an attractive destination, especially during the summer months.

Future extension

Phase 4 - The future development of Terminals 6 and 7 is planned as a natural extension of Terminal 5 with a strong focus on optimizing passenger flow and enhancing the overall travel experience. Natural light will filter through rooftop skylights, creating a bright and welcoming atmosphere. The passenger experience will be further enriched by strong visual connectivity with other terminals and the apron, reinforcing a seamless and intuitive journey throughout the airport.

In phase 4 also a 150key hotel featuring a courtyard and ground floor facilities plus a multi-storey carpark with space for 589 cars and hosting the high voltage station and a bike park for 150 bikes will be implemented.



05 - Describe and present the solutions as they meet the Competition conditions

Integration with existing buildings.

Terminal 5 is carefully planned to create a harmonious and functional environment for both passengers and airport staff. The new terminal area integrates with the existing terminal configuration in a natural way, functionally as well as architecturally.

Integration, intuitiveness, efficiency and safety are key to the design. Passenger flows are seamlessly linked to the existing terminals, providing a natural journey to either transfer to another flight or to the reclaim hall and landside exit. Back of house areas and baggage handling systems are designed to support the passenger process and provide a safe and pleasant work environment for staff.

Flexibility and adaptability.

The layout is made in such a way that the reclaim and related support can easily be expanded, to adapt to future demands if needed. In principle, extra belts, including support and offload areas, can be added on the southside, without obstructing the primary passenger processes.

All reclaim belts are sized based on the client's requirements. In phase 1, five belts are provided, with a presentation length of 70 meters each. In phase 3, it is proposed to add two additional 70 meter belts.

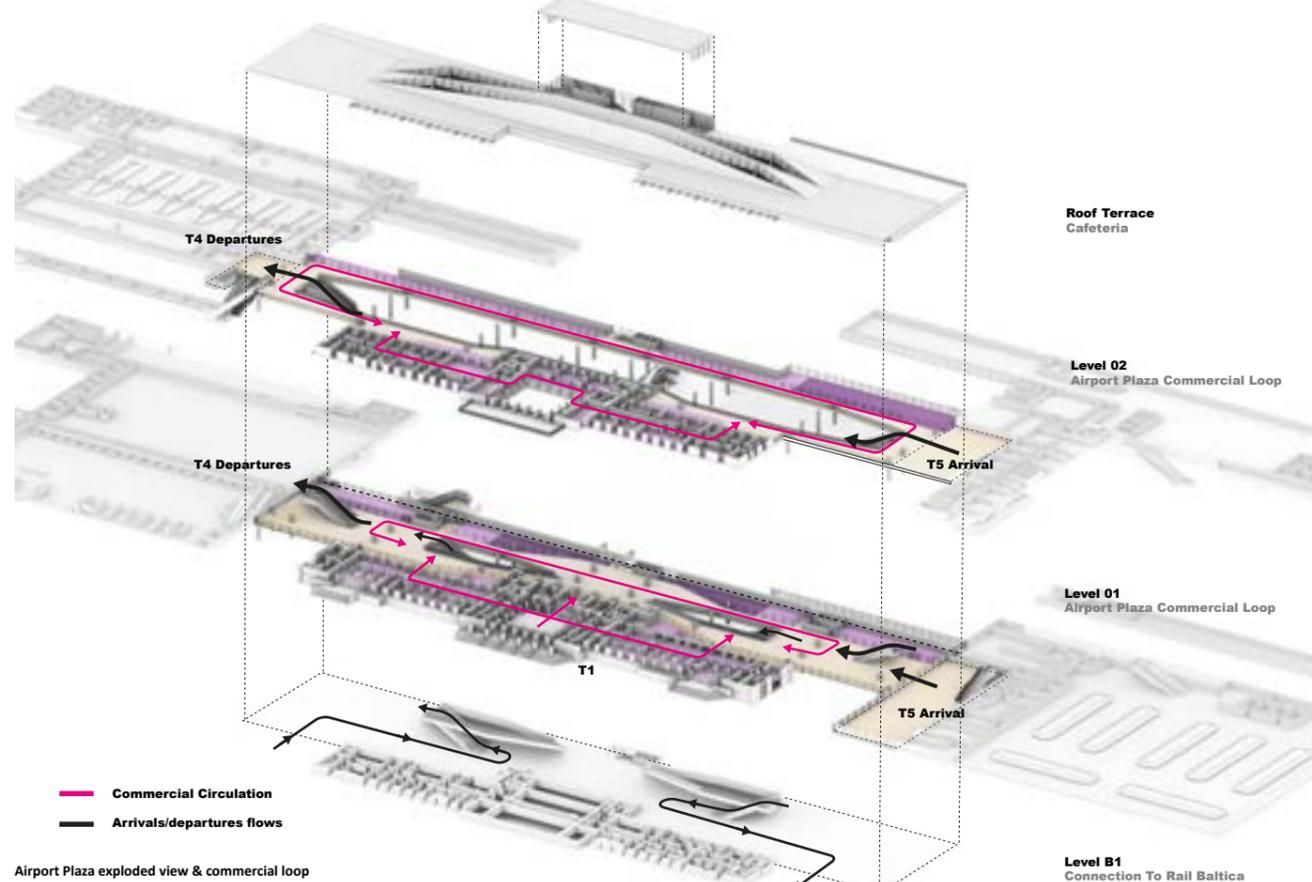
Inclusive design.

The building follows the principles of inclusive design, meaning that all facilities are accessible by all users, regardless of age, ability and socio-economic status. The infrastructure is designed in such way, that Passengers with Reduced Mobility (PRM) or passengers with strollers principally follow the same journey as regular passengers. Lifts are properly sized and directly visible from the flow, enabling a smooth flow for all passengers. Obviously, passenger amenities, staff and support facilities follow the same principles.

Scheme of restrictions.

The design fully complies with the scheme of restrictions as stated in Annex 3 of the Technical Specifications:

- The new Terminal 5 stays within the boundaries as indicated in the drawing.
- The proposed improvements all follow the principles of the scheme of restrictions. The proposed bus injection point, and the suggested extra driving lane in the baggage offload area stay within the building parameter. Driving routes on airside remain the same and in principal stay at the same location, without any impact on airside roads.
- Building heights follow the principles as provided in the Technical Requirements and as such, do not impact the Obstacle Limitation Surfaces (OLS).



Airport Plaza exploded view & commercial loop

Table of premises

ANNEX 2 TABLE OF PREMISES - ARRIVAL TERMINAL							
Nr.	Phase	Premises	*Number of rooms (units x m ²)	Area (sqm)	Workplaces	Floor	Location
Baggage unloading							
1	PH3	Baggage unloading (outdoor area)	1	1668		1	Controlled area
Baggage reclaim							
2	PH3	Baggage reclaim area	1	4683	-	1	Controlled area
3	PH3	Sanitary facilities	2	134	-	1	Controlled area
4	PH3	Ground Handling Staff premises 1	1	150	5	1	Controlled area
5	PH3	Ground Handling Staff premises 2	1	150	9	1	Controlled area
6	PH3	Arrival shop (dry pack)	1	100	1276	1	Controlled area
7	PH3	Support Facilities - BOH	2	305	-	1-2	Controlled area
8	PH3	Circulation	-	561	-	1-2	Controlled area
9	PH3	Vertical Transportation	-	101	-	1-2	Controlled area
TOTAL INDOOR AREA				6184			
Customs							
10	PH3	Entrance	1	166	6	1	Controlled area
11	PH3	Executive offices	1	45	3	1	Controlled area
12	PH3	Clothing and work equipment room	1	15	-	1	Controlled area
13	PH3	Storage room for detained goods	1	10	-	1	Controlled area
14	PH3	Server room	1	12	-	1	Controlled area
15	PH3	Personal examination room	1	15	-	1	Controlled area
16	PH3	Meeting room	1	15	-	1	Controlled area
17	PH3	Staff lounge	1	30	-	1	Controlled area
18	PH3	Dressing rooms with showers and toilets	2x20	50	-	1	Controlled area
19	PH3	Circulation	-	45	-	1	Controlled area
TOTAL INDOOR AREA				403			
Public arrival hall							
20	PH3	Arrival hall	1	1276	-	1-2	Uncontrolled area
21	PH3	Convenient/everyday store	1	55	-	1	Uncontrolled area
22	PH3	Cafe/restaurant	1	175	-	2	Uncontrolled area
23	PH3	Info Centre	1	12	-	1	Uncontrolled area
24	PH3	Crew shop	1	102	-	2	Uncontrolled area
25	PH3	Baggage screening and screen for easy visual change and small storage space	-	-	-	1	Uncontrolled area
26	PH3	Several ancillary rooms for LTQI and other uses	4	82	-	1	Uncontrolled area
27	PH3	Currency exchange	1	10	-	1	Uncontrolled area
28	PH3	Coffee, beverage, food, ATM, flower, etc. machines	1	15	-	1	Uncontrolled area
29	PH3	Sanitary facilities	2	65	-	1	Uncontrolled area
30	PH3	Vertical Transportation	-	90	-	1	Uncontrolled area
TOTAL INDOOR AREA				1882			
Departure/arrival gates							
31	PH3	Waiting areas and gates	2x355	710	-	2	Controlled area
32	PH3	Cafe/restaurant	1	185	-	2	Controlled area
33	PH3	Eclectic lounge	1	27	-	2	Controlled area
34	PH3	Sanitary facilities	1	107	-	2	Controlled area
35	PH3	Retail	1	280	-	2	Controlled area
36	PH3	Vertical Transportation	-	124	-	1-2	Controlled area
37	PH3	Airside Circulation	-	1164	-	2	Controlled area
38	PH3	B.O.H.	1	456	-	1	Controlled area
TOTAL INDOOR AREA				3053			
LTQI Office							
39	PH3-3	Closed executive offices	19x17	218	19	3	Uncontrolled area
40	PH1-3	Closed offices	38x24	912	114	3	Uncontrolled area
41	PH1-3	Micro-meeting room (1-2 people)	10 x 3	30	22	3	Uncontrolled area
42	PH1-3	Small meeting room (4 people)	12 x 8	96	4	3	Uncontrolled area
43	PH1-3	Average meeting room (6-8 people)	7 x 12	84	42	3	Uncontrolled area
44	PH1-3	Large meeting room (12 people)	1 x 23	23	12	3	Uncontrolled area
45	PH1-3	Extra-large meeting room (16 people)	1	32	16	3	Uncontrolled area
46	PH1-3	Meeting room (operations room)	1	82	53	3	Uncontrolled area
47	PH1-3	Currier	1	39	-	3	Uncontrolled area
48	PH1-3	Coffee corner/kit (catering)	4 x 17	68	-	3	Uncontrolled area
49	PH1-3	Printing/copying	3 x 2.5	8	-	3	Uncontrolled area
50	PH1-3	Dressing room	3 x 6	18	-	3	Uncontrolled area
51	PH1-3	Server room, switch room, tech rooms	1x18	18	-	3	Uncontrolled area
52	PH1-3	Common lounge areas	-	77	-	3	Uncontrolled area
53	PH1-3	Administrator workspace	1x51	51	1	3	Uncontrolled area
54	PH1-3	Circulation	-	270	-	3	Uncontrolled area
55	PH1-3	Vertical transport & entrance lobby	-	133	-	3-3	Uncontrolled area
TOTAL INDOOR AREA				2119			
56	PH1-3	Roof terrace with smoking area	1	227	-	3	Uncontrolled area
Training facilities							
57	PH1-3	Training room	2 x 60	120	24	2	Uncontrolled area
58	PH1-3	Ancillary rooms	1	48	-	2	Uncontrolled area
59	PH1-3	Training room 2	1	90	12	2	Uncontrolled area
60	PH1-3	Bathrooms	2	7.5	-	2	Uncontrolled area
61	PH1-3	Circulation	-	57	-	2	Uncontrolled area
62	PH1-3	Vertical transport & entrance lobby	-	32	-	2	Uncontrolled area
TOTAL INDOOR AREA				355			
Separate office for rent '1'							
63	PH3	Closed offices (1 workplace)	1	12	2	3	Uncontrolled area
64	PH3	Closed offices (1 workplace)	2 x 12	24	4	3	Uncontrolled area
65	PH3	Closed offices (2 workplaces)	2 x 16	32	4	3	Uncontrolled area
66	PH3	Closed classrooms (3 workplaces)	1 x 22	26	4	3	Uncontrolled area
67	PH3	Open workspace (from 5 workpla- ces)	-	167	14	3	Uncontrolled area
68	PH3	Administrator's workplace	1	12	1	3	Uncontrolled area
69	PH3	Micro-meeting room (1-2 people)	2 x 2.5	5	2	3	Uncontrolled area
70	PH3	Average meeting room (6-8 people)	1 x 13	26	12	3	Uncontrolled area
71	PH3	Large meeting room (12 people)	1	23	12	3	Uncontrolled area
72	PH3	Printing copying	1	4	-	3	Uncontrolled area
73	PH3	Dressing room	1	7	-	3	Uncontrolled area
74	PH3	Kitchenette	2 x 12.5	14	-	3	Uncontrolled area
75	PH3	Sanitary facilities	-	21	-	3	Uncontrolled area
76	PH3	Server room, switch room, tech rooms	-	4	-	3	Uncontrolled area
77	PH3	Common lounge areas	-	36	-	3	Uncontrolled area
78	PH3	Circulation	-	60	-	3	Uncontrolled area
79	PH3	Vertical transport & entrance lobby	-	25	-	3	Uncontrolled area
TOTAL INDOOR AREA				488			
Separate office for rent in M x 2 units, 250 sqm each							
80	PH3	Closed offices (1 workplace)	1 x 12	12	1	3	Uncontrolled area
81	PH3	Closed offices (2 workplaces)	1 x 15	15	2	3	Uncontrolled area
82	PH3	Open workspace (5 workplaces and more)	-	146	11	3	Uncontrolled area
83	PH3	Administrator's workplace	1	12	1	3	Uncontrolled area
84	PH3	Micro-meeting room (1-2 people)	2 x 2.5	5	2	3	Uncontrolled area
85	PH3	Average meeting room (6-8 people)	1 x 14	28	12	3	Uncontrolled area
86	PH3	Printing copying	1	6	-	3	Uncontrolled area
87	PH3	Dressing room	1	9	-	3	Uncontrolled area
88	PH3	Kitchenette	1	22	-	3	Uncontrolled area
89	PH3	Sanitary facilities	2	21	-	3	Uncontrolled area
90	PH3	Server room, switch room, tech rooms	-	6	-	3	Uncontrolled area
91	PH3	Common lounge areas	-	34	-	3	Uncontrolled area
92	PH3	Circulation	-	61	-	3	Uncontrolled area
93	PH3	Vertical transport & entrance lobby	-	25	-	3	Uncontrolled area
TOTAL INDOOR AREA				402			

ANNEX 2 TABLE OF PREMISES - ARRIVAL TERMINAL							
Nr.	Phase	Premises	*Number of rooms (units x m ²)	Area (sqm)	Workplaces	Floor	Location
Separate office for rent 5 x 2 units, 100 sqm each							
94	PH3	Open workspace (from 5 workpla- ces)	1	95	5	3	Uncontrolled area
95	PH3	Average meeting room (6-8 people)	1	30	6	3	Uncontrolled area
96	PH3	Dressing room	1	8	-	3	Uncontrolled area
97	PH3	Kitchenette	1	16	cp	3	Uncontrolled area
98	PH3	Lobby, common areas	-	32	-	3	Uncontrolled area
99	PH3	Sanitary facilities	-	8	-	3	Uncontrolled area
100	PH3	Server	-	8	-	3	Uncontrolled area
101	PH3	Vertical transport & entrance lobby	-	25	-	3	Uncontrolled area
TOTAL INDOOR AREA				222			
Separate office for rent MIX							
102	PH3	Open workspace (from 5 workpla- ces)	7 x 40	280	76	2	Uncontrolled area
103	PH3	Open workspace (from 5 workpla- ces)	6 x 20	120	30	2	Uncontrolled area
104	PH3	Micro-meeting room (1-2 people)	3 x 2.5	7.5	3	2	Uncontrolled area
105	PH3	Small meeting room (4 people)	1	11	4	2	Uncontrolled area
106	PH3	Average meeting room (6-8 people)	3 x 13	39	24	2	Uncontrolled area
107	PH3	Large meeting room (12 people)	1	25	16	2	Uncontrolled area
108	PH3	Printing copying	1	12	-	2	Uncontrolled area
109	PH3	Clothing shop	1	10	-	2	Uncontrolled area
110	PH3	Kitchenette	3 x 14	53	-	2	Uncontrolled area
111	PH3	Sanitary facilities	-	37	-	2	Uncontrolled area
112	PH3	Server	-	12	-	2	Uncontrolled area
113	PH3	Lobby, common areas, lounge areas	-	117	-	2	Uncontrolled area
114	PH3	Circulation	-	95	-	2	Uncontrolled area
115	PH3	Vertical transport & entrance lobby	-	28	-	2	Uncontrolled area
TOTAL INDOOR AREA				817			
Co-working space							
116	PH3	Closed offices (1 workplace)	6 x 12	72	1	3	Uncontrolled area
117	PH3	Closed offices (2 workplaces)	3 x 15	45	6	3	Uncontrolled area
118	PH3	Closed offices (3 workplaces)	1	26	3	3	Uncontrolled area
119	PH3	Open workspace	1	374	65	3	Uncontrolled area
120	PH3	Micro-meeting room (1-2 people)	3 x 2.5	7.5	3	3	Uncontrolled area
121	PH3	Small meeting room (4 people)	1	8	4	3	Uncontrolled area
122	PH3	Average meeting room (6-8 people)	3 x 13	39	18	3	Uncontrolled area
123	PH3	Large meeting room (12 people)	1	26	12	3	Uncontrolled area
124	PH3	Printing copying	1	4	-	3	Uncontrolled area
125	PH3	Clothing shop	1	9	-	3	Uncontrolled area
126	PH3	Kitchenette	3 x 15	45	-	3	Uncontrolled area
127	PH3	Sanitary facilities	-	38.0	-	3	Uncontrolled area
128	PH3	Server	1	8	-	3	Uncontrolled area
129	PH3	Lobby, common areas, lounge areas	-	223	-	3	Uncontrolled area
130	PH3	Circulation	pl	65	-	3	Uncontrolled area
131	PH3	Vertical transport & entrance lobby	-	25	-	3	Uncontrolled area
TOTAL INDOOR AREA				1012			
Plaza							
132	PH2	Premises or pavilions for commercial use (L1)	-	1030	-	1	Uncontrolled area
133	PH2	Premises or pavilions for commercial use (L2)	-	690	-	2	Uncontrolled area
134	PH2	Indoor public spaces for waiting and circulation (L1)	-	2840</			

06 - Functional planning of buildings

The functional planning is based on:

- The functional schemes and flows as presented in Annex 13 of the technical specifications.
- Table of premises as provided in Annex 2 of the technical specifications.
- Principles of the baggage scheme provided in Annex 1 of the technical specifications.
- Terminal planning methodology as described in the IATA ADRM 12th edition.
- Planning parameters and Level of Service (LoS) guidelines as provided Annex 14 of the technical specifications.
- ICAO regulations where applicable.

After studying the technical requirements and considering the intended phasing of the project, the following 4 changes to the layout are proposed to enhance the functional flows and passenger experience.

1 - Optimisation arrival journey.

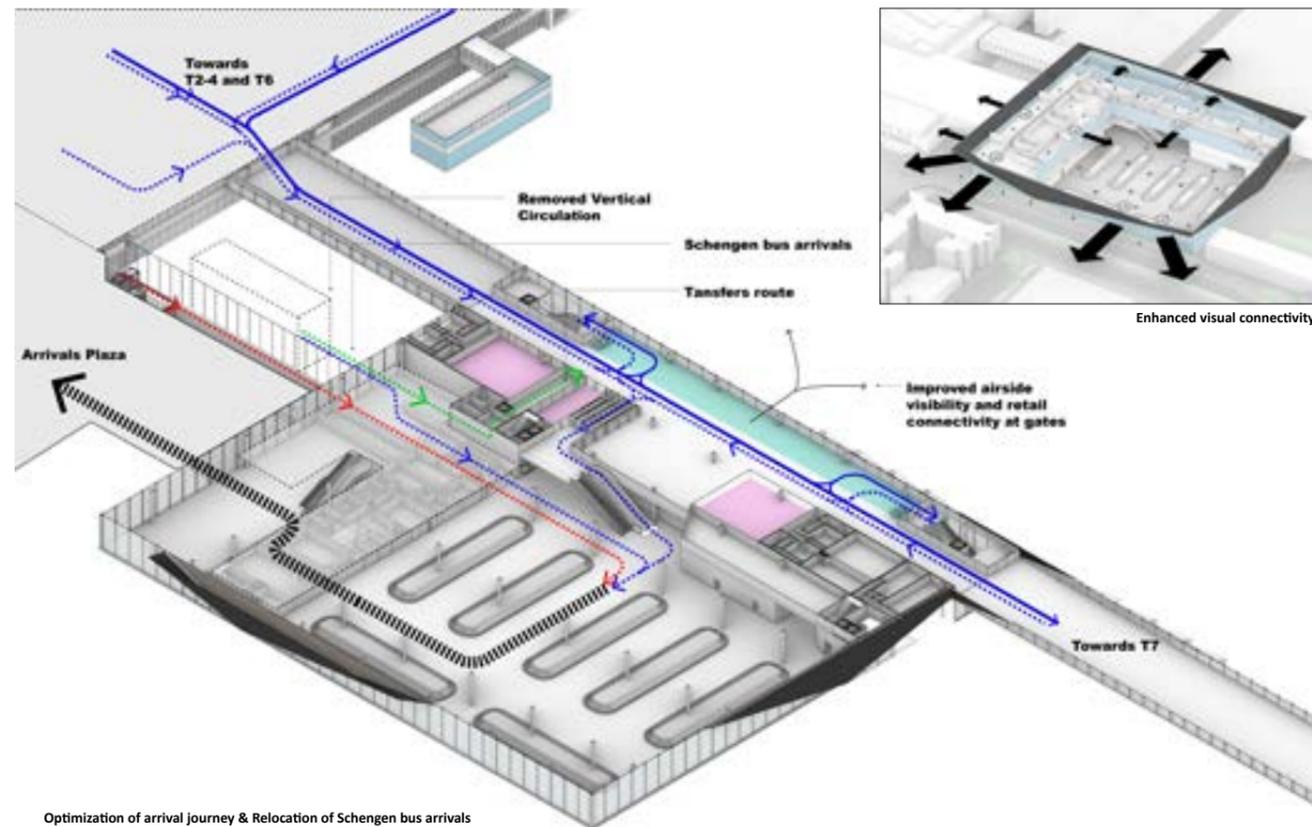
Passengers arriving from Non-Schengen flights come from terminal 2-3 and follow the arrivals corridor on Level 1 to the baggage reclaim hall. In order to smoothen their journey, it is proposed to relocate the existing Vertical Transportation (VT) core (Schengen arrivals), allowing for a more intuitive and direct arrivals corridor for Non-Schengen passengers. As a result, the Schengen arriving passengers stay on level 2. In the new scheme all arriving Schengen passengers go to the same descent point in the centre of the reclaim hall, providing clear wayfinding for passengers from Terminal 2-3 as well as from the future pier expansion. Before going down, passengers have a clear overview of the reclaim hall and intuitively can find their way to the applicable reclaim belt and the reclaim exit.

2 - Relocation of Schengen bus arrivals.

The relocation of the VT core (as mentioned before) creates space for a Schengen bus drop-off point on level 1, right before the entrance to the reclaim hall. At this point passengers can choose whether go to the reclaim hall via a one-way filter, or proceed through automated boarding card control to transfer to another flight (S and NS). A lift and stairs will bring these passengers to level 2, where they merge with the departing Schengen passengers. Transfer facilities, such as kiosks and an information point, are provided for passengers who need a boarding pass or information about their flight.

3 - Relocation Schengen bus lounge.

It is proposed to relocate Schengen bus lounge on level 2. In this way, waiting passengers will have a better experience with views on the apron and a better connection to the circulation and commercial facilities. Also, the journey from Terminal 2-3 to the future Schengen pier will be more interesting, as it goes along the waiting areas and related commercial areas. The space falling free on



Optimization of arrival Journey & Relocation of Schengen bus arrivals

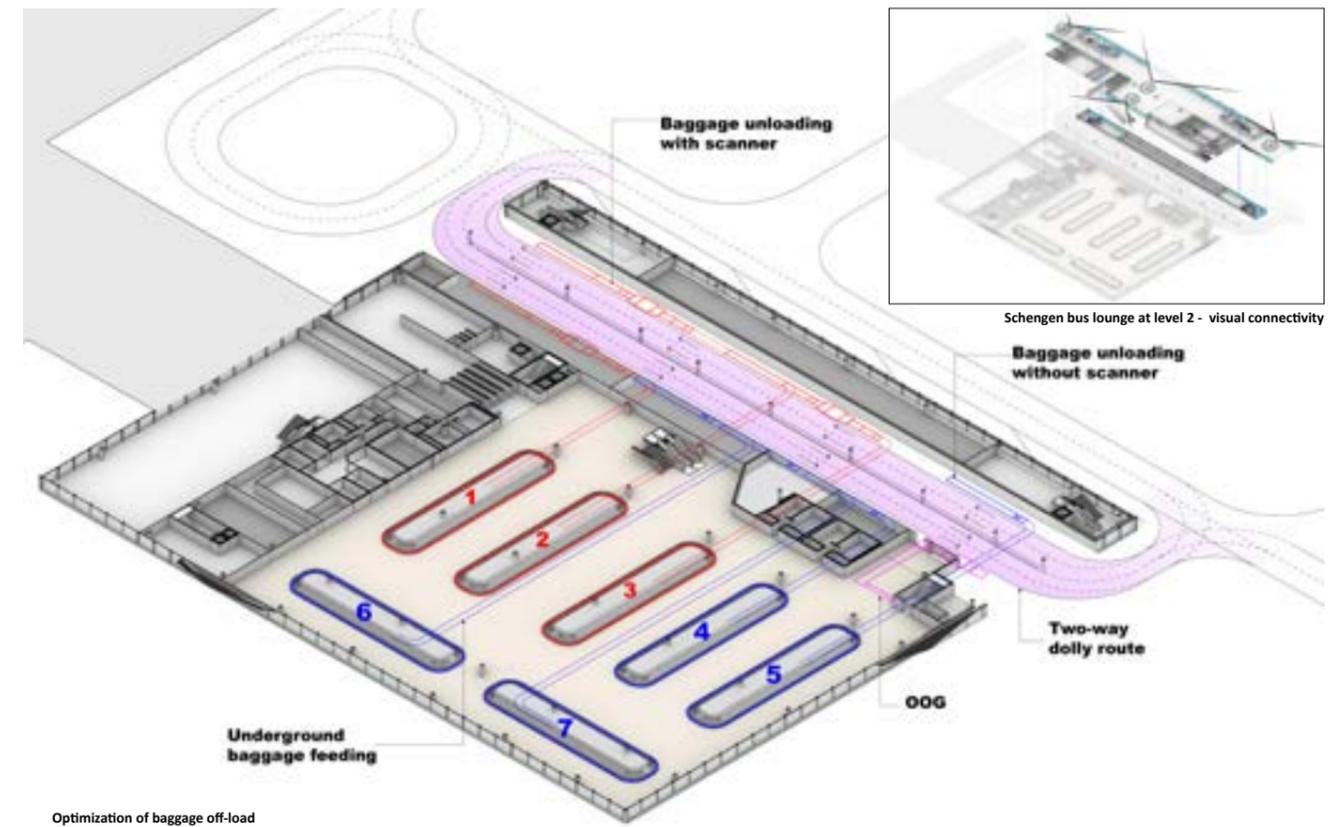


Baggage reclaim hall view

level 1 will be used for support facilities, technical areas and improved off-load facilities.

4 - Optimization of Baggage off-load

To accommodate sufficient offload facilities and customs screening, the offload quays must be on two sides of the road. Because some types of baggage dollies offload from one side only, the dollies preferably drive in two directions. To create more flexibility, reduce dependencies and offer a safe working environment for staff it is proposed to add an extra driving lane, to enable driving in two directions. Because the bus lounges in our design are on level 2, it is possible to accommodate this within the same building footprint. The ground handlers and operational staff can have their support facilities directly connected to their work space on apron level.



Optimization of baggage off-load

Security zoning & border control.

Terminal 5 is designed as an arrival facility for all passengers travelling to Vilnius International Airport. Non-Schengen passengers have to go through Immigrations before entering the reclaim hall, which takes place in Terminal 2-3 (not part of the scope). Because the concourses facilitate the Schengen departure and arrival process, the entire area in scope has the Schengen status. There are three security zones in the area in scope:

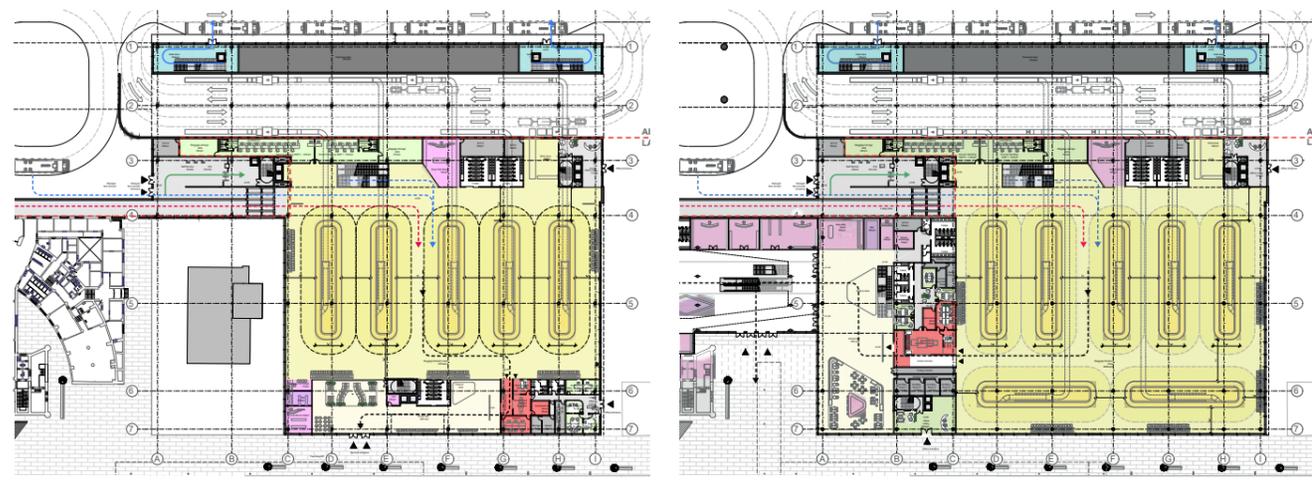
- Uncontrolled area: public area, accessible for all passengers, staff and visitors.
- Controlled area, non-screened: restricted area, accessible for arriving passengers, arriving crew and authorised employees. Persons do not have to be security screened.
- Controlled area, security screened (CP-SRA): security restricted area, airside, accessible for departing passengers authorised employees and departing crew after (aviation) security screening. Arriving passengers from trusted countries can also directly enter this area (one stop security principle).

The diagrams show the organisation of these zones for building parts within the scope of the project. If person leave to a zone with a lower security status, measures are taken to prevent them from going back without the required controls, such as one-way filters or biometric controls. Security screening facilities to enter the controlled area on airside are not part of the scope and are assumed to be in one of the other terminals.

Customs control

Passengers arriving from a Non-Schengen country are subject to customs control. The customs control filter consists of a red and a green channel. Non-Schengen passengers with goods to declare report at the customs red channel desk. The red channel is equipped with screening and unpack facilities. Passengers who don't have goods to declare exit via the customs green channel, moving to the arrivals hall. The customs filter is organised in such way, that passengers from the green channel can easily be diverted to the screening area for random checks if needed.

Hold baggage from Non-Schengen flights will all be screened before conveyed to the reclaim belts. Dedicated belts are equipped with in-line screening machines. Bags which need to be further inspected will be tagged. When the passenger with the bag arrives at the customs filter, the bag can be re-screened or opened for inspection.



Terminal level 1 plan - phase 1

Terminal level 1 plan - phase 3

Security - area boundaries



- | | | |
|--|--|---|
| <p>Program legenda</p> <ul style="list-style-type: none"> Building Security Departure/ Arrival Hall Check-in Queuing Area Check-in Processing Area Customs Aviation Security Passport Control Retail Food and Beverage Airside Circulation Area Departure Gates Public Toilets Bagg. Recl. Circulation Bagg. Recl. Retrieval Area Baggage Handling System Airline Lounge or VIP area Support Facilities. B.O.H. Technical areas Vertical Transportation Offices LTOU Offices Rent Hotel | <p>Passengers flow legenda</p> <ul style="list-style-type: none"> Schengen Departures Schengen Arrival Non Schengen Departures Non Schengen Arrival Combined Departures Combined Arrival Airside - Landside Border Non Schengen - Schengen Border Transfer Flow | <p>Security legenda</p> <ul style="list-style-type: none"> Airside controlled area (CP-SRA) Controlled area (SRA) Incontrolled area (landside) |
|--|--|---|

07 - The materiality of buildings

The material palette for the Vilnius Airport project is thoughtfully curated to balance durability, functionality, and a warm, welcoming atmosphere. The selection of materials reflects the region's climate while enhancing passenger experience through a seamless blend of natural and contemporary elements.

Interior Materials

The interior design features a light palette offering a clean and neutral backdrop that accentuates the architectural forms. The skylight cladding edges are dressed in metal, framing the inflow of natural light gracefully. In response to Vilnius's weather, the transparent envelope is constructed using triple glazing, ensuring optimal thermal insulation and energy efficiency.

The use of timber for the ceiling adds warmth to the plaza and all terminal areas. In contrast, the ceiling transitions to a white finish above the shops, creating a brighter and more commercial feeling catering for the different commercial fit-out requirements. Metal cladding is applied to the rhomboidal columns, offering a modern aesthetic that complements the timber accents.

The flooring is thoughtfully varied to enhance spatial experience. High durability timber flooring is used in the lounges and retail areas, adding a touch of elegance and comfort. For the majority of the terminal floors, a concrete finish is chosen for its durability and minimalist appeal. The balconies overlooking the plaza and gate areas feature metal edges and glazed balustrades, providing safety without obstructing views, maintaining a sense of openness.

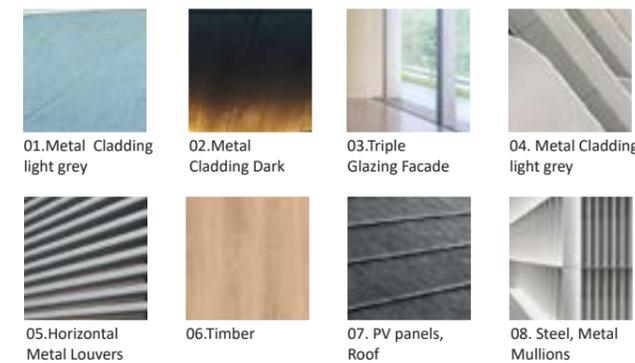
Exterior Materials

The exterior material palette is designed to withstand the local climate while presenting a modern and coherent appearance. The building's envelope is clad in metal panels, with the upper part of the roof finished in light grey and the elevations in dark grey, creating a balanced contrast. Horizontal metal louvers are strategically placed to provide shade during the summer months, enhancing the energy efficiency of the building and enhancing the building design gesture from every side.

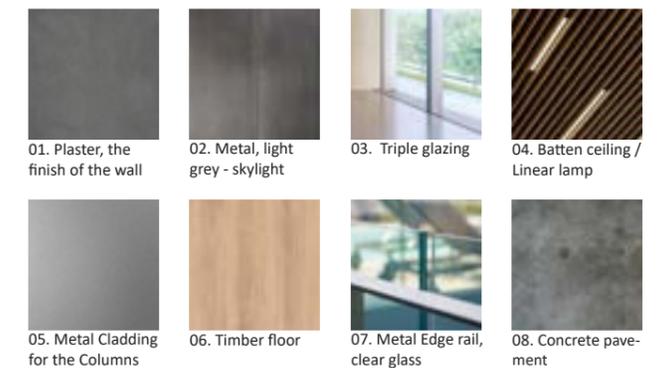
Sustainability is a core consideration in the exterior design, evidenced by the integration of photovoltaic panels on the rooftop. These panels harness solar energy, contributing to the building's overall energy performance. The façades are composed of triple glazing with aluminium mullions, ensuring both thermal insulation and a sleek, contemporary look.

Together, these materials create a cohesive language that blends natural warmth with modern efficiency. The thoughtful application of timber, concrete, metal, and glass not only addresses functional needs but also reflects Lithuania's cultural identity in a contemporary architectural expression. The result is an environment that is both inviting for passengers and resilient to the regional climate, enhancing the overall experience of the Vilnius Airport.

Facade material palette



Interiors material palette



Terminal 5 West view



Departure gates view

09 - Planning public spaces as they comply with the Competition conditions and universal design principles

The design of external areas in front of Vilnius Airport involves integrating natural and built elements to create functional, aesthetically pleasing, and sustainable environments. The design reflects Lithuanian landscapes—fields, flatlands, and wetlands—with natural meadows and grasses and informational signs will provide insights into Vilnius and Lithuania’s history. The design aligns with existing public spaces and complements the architectural concept of nearby buildings.

Sustainability.

Integrating green spaces reduces environmental impact, enhances passenger experience, and supports biodiversity. The concept prioritizes preserving old trees and using vegetation to capture carbon dioxide, filter pollutants, and mitigate noise through green walls. Native plants, requiring minimal maintenance, reduce irrigation needs and support local fauna. Sustainable materials, such as recycled or locally sourced options for benches and bins, minimize the carbon footprint. The design incorporates biodiversity, soil health, water management, and habitat preservation through rain gardens, green walls, and energy-efficient solutions.

Universal Design.

Public spaces ensure accessibility for all, regardless of ability, age, or physical condition. Features include smooth, wide, anti-slip pathways meeting ISO and Lithuanian standards, high-contrast tactile signage with Braille, and benches with varied heights, armrests, and back supports. Playgrounds incorporate sensory-friendly features and inclusive equipment. Sensory-stimulating elements, such as fragrant plants, textured surfaces, and water features, enhance the experience, especially for those with sensory processing challenges. Clear access points accommodate emergency vehicles, and spaces are easily reachable via public transport and marked accessible parking.

Area 2.2 – Bus Station

This area provides a safe, comfortable waiting point. The existing canopy can be preserved without major changes to the overall layout. Wooden benches feature traditional Lithuanian woven belt patterns and the newly planted trees, spaced 15 meters apart, offer shade for waiting passengers. A rain garden filtration system ensures sustainable rainwater management.

Area 1.2 – Terminal Square.

Designed for relaxation, social interaction, and temporary exhibitions, the space includes an artistic installation doubling as a children’s play element. Clear signage ensures easy navigation for passengers and visitors and dark granite elements integrated in the flooring direct pedestrian flow to the different transport hubs. Wooden benches with Lithuanian woven belt engravings, green areas for rainwater absorption, and protective building forms enhance the passenger experience.

Area 1.4 – External areas

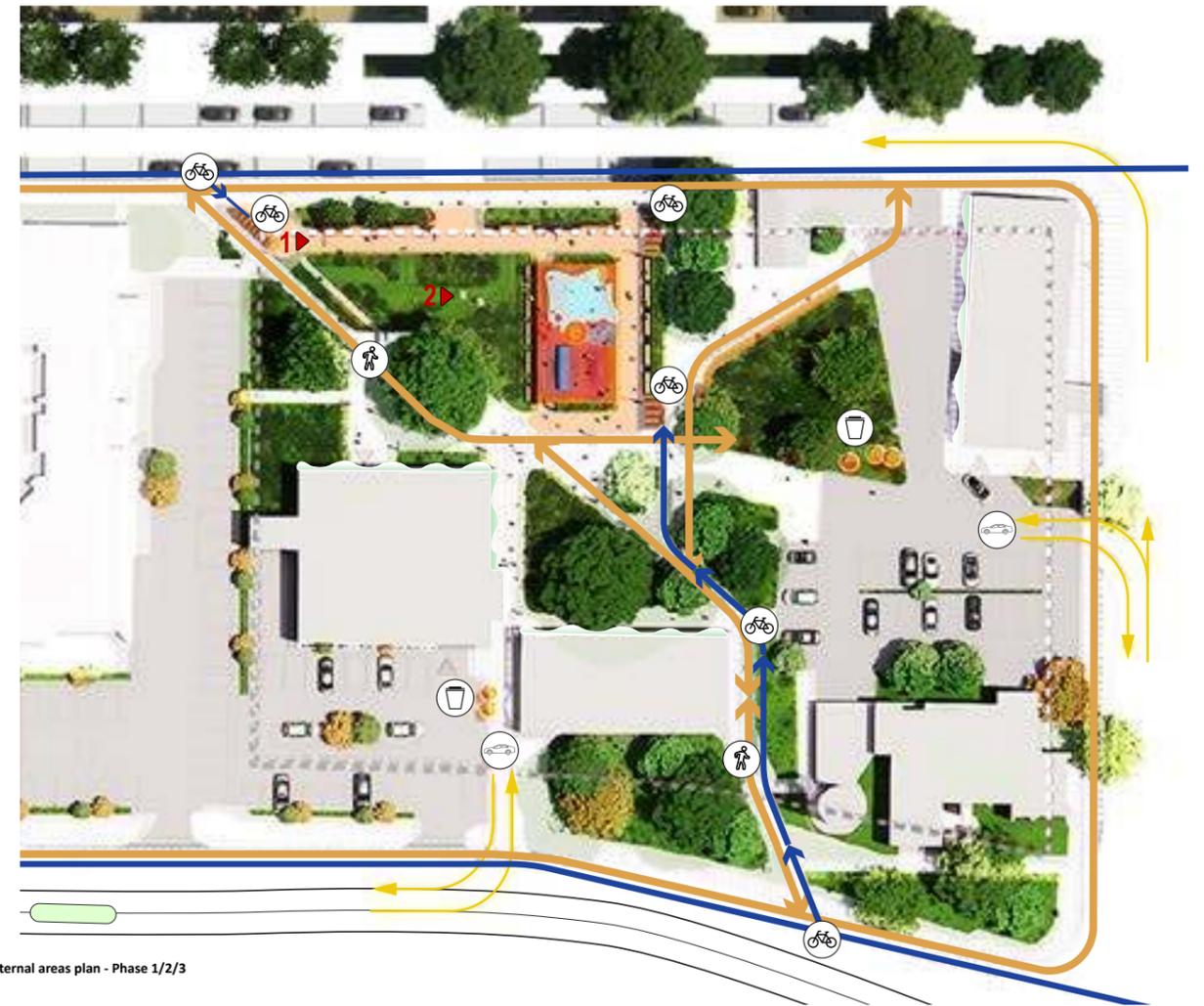
This area serves airport users and the neighbouring buildings, ensuring easy access from the T5 exit and includes passive recreation zones, seating areas for socialising, playgrounds for kids. All pedestrian paths are leading to an intimate square at the centre of the green area where the majority of existing trees are preserved and green climbing walls are added to help and mitigate the noise.

Benches vary in design, with long, separate seating near playgrounds and a continuous bench near parking. Concrete pathways incorporate granite inserts and blend into green spaces for rainwater management. Tactile metal elements improve accessibility. The planting scheme mirrors Lithuanian landscapes with meadows and ornamental grasses. Grass areas absorb rainwater, while corten steel borders mimic woven belt patterns. Selected perennials and native plants provide year-round visual appeal and require a low maintenance. Informational panels describe local medicinal plants in select areas.

Rain beds near pathways collect and filter water using salt- and pollution-resistant perennials. The playground reflects Lithuania’s hilly landscape with inclusive features such as wheelchair-accessible slides, tunnels, and trampolines. Energy-efficient LED lighting enhances safety and aesthetics. Materials and elements, including benches and bins, are designed for reuse in later development phases. Perennials and grasses can be relocated to other public spaces, ensuring long-term sustainability.



View of the playground - phase 1/2/3



External areas plan - Phase 1/2/3



Materials palette for external areas



View of the green square - phase 1/2/3



Hardscape/softscape transition at external areas - phase 1/2/3

10 - Schemes, solutions and descriptions for different modes of transport, cycling and pedestrian flows

Traffic flow in front of the newly built T5 terminal is organized in a loop circulation system, in accordance with the scheme proposed in the brief. Vehicles approaching the airport from F. Vaitkaus Street and Vikingų Street are directed into two separate routes: transport for departures heads towards the central building (T1), while transport for arrivals follows Rodūnios Road until the intersection with the internal airport street leading to the airside/landside gate. This section of the traffic loop consists of three separate lanes: one designated for heavy and staff vehicles accessing airport infrastructure, a second allocated to light vehicles (taxis and private cars), and a third reserved for heavy and staff vehicles returning to Rodūnios Road (see diagram below). Subsequently, vehicles move northward along two one-way lanes in front of the T5 terminal. The eastern lane is designated for taxi drop-off and waiting areas, while the western lane is allocated for private vehicle drop-off and waiting areas. After passing the existing Air Inn hotel, the road turns left to merge back onto Rodūnios Road, running parallel to the Phase 2 boundary. This loop traffic circulation system prevents major intersections and traffic congestion at existing junctions. Additionally, it does not interfere with the already established departures traffic scheme.

Southern Street.

The 120-meter-long internal airport street will be reconstructed into a three-lane roadway, with each lane measuring 3.5 meters in width and separated by horizontal markings or potential physical barriers. The southernmost lane is designated for vehicles arriving at the cargo terminal and staff arrivals. The middle lane is reserved for taxis and private cars, including those making a left turn into the multi-story parking building. The northernmost lane is designated for cargo and private vehicles exiting the parking facility. The multi-story parking building (planned in phase 4) is designed to maximize available parking spaces, offering a total of 535 spots across four floors and a rooftop. The layout ensures clear navigation and smooth circular traffic flow within the building. At southern street intersection with Rodūnios Road, a pedestrian crossing with a safety island will be implemented. All existing parking spaces along this street will be removed to maximize the efficient use of available space between the existing buildings. The remaining area between the boundary lines, buildings, and the planned street is designated for pedestrian pathways.

Eastern Streets (Taxi & Private Vehicle Drop-Off)

The eastern section of the street is designated for taxis and includes 15 parking spaces adjacent to the T5 terminal. The street is 3.5 meters wide, with parking spaces measuring 3.0 meters in width and 7.0 meters in length to facilitate safe luggage loading and unloading. Pedestrian crossings are planned at three locations, one of which will be sheltered by a canopy that protects passengers moving from the terminal exit to the planned Phase 4 hotel. The western section is allocated for private vehicles and includes 27 parking spaces: 15 on the T5 terminal side and 12 on the Phase 4 and Air Inn territory side. The street width is 3.5 meters, with parking spaces designed to be 3.0 meters wide and 7.0 meters long. Several parking slots near the new hotel in Phase 4 can also serve as a kiss-and-ride taxi zone.

Northern Street.

This segment connects the eastern taxi and private vehicle drop-off and pick-up areas with Rodūnios Road, situated on the northern side of the existing Air Inn hotel. The street is 3.5 meters wide and features 7 parking slots designated for the hotel's kiss-and-ride zone. Parking slots will be constructed in Phase 1 on the southern side and in Phase 2 on the northern side. The street operates with one-way traffic and a single lane.

Intercity Bus Station.

Construction of this area is planned for Phase 2. The circulation of coaches remains unchanged from the scheme proposed in the brief. Approaching from the intersection of F. Vaitkaus Street, Vikingų Street, and Rodūnios Road, vehicles proceed eastward towards the central terminal (T1) before executing a double right turn for a U-turn, reorienting westward. After dropping off and picking up passengers, buses reverse out of parking slots and continue westward to exit the airport via Vikingų Street or F. Vaitkaus Street. The existing canopy will remain unchanged, while the current taxi waiting zone will be replaced with a pedestrian path leading to the Plaza entrance/exit, along with a green zone separating the station from the path.

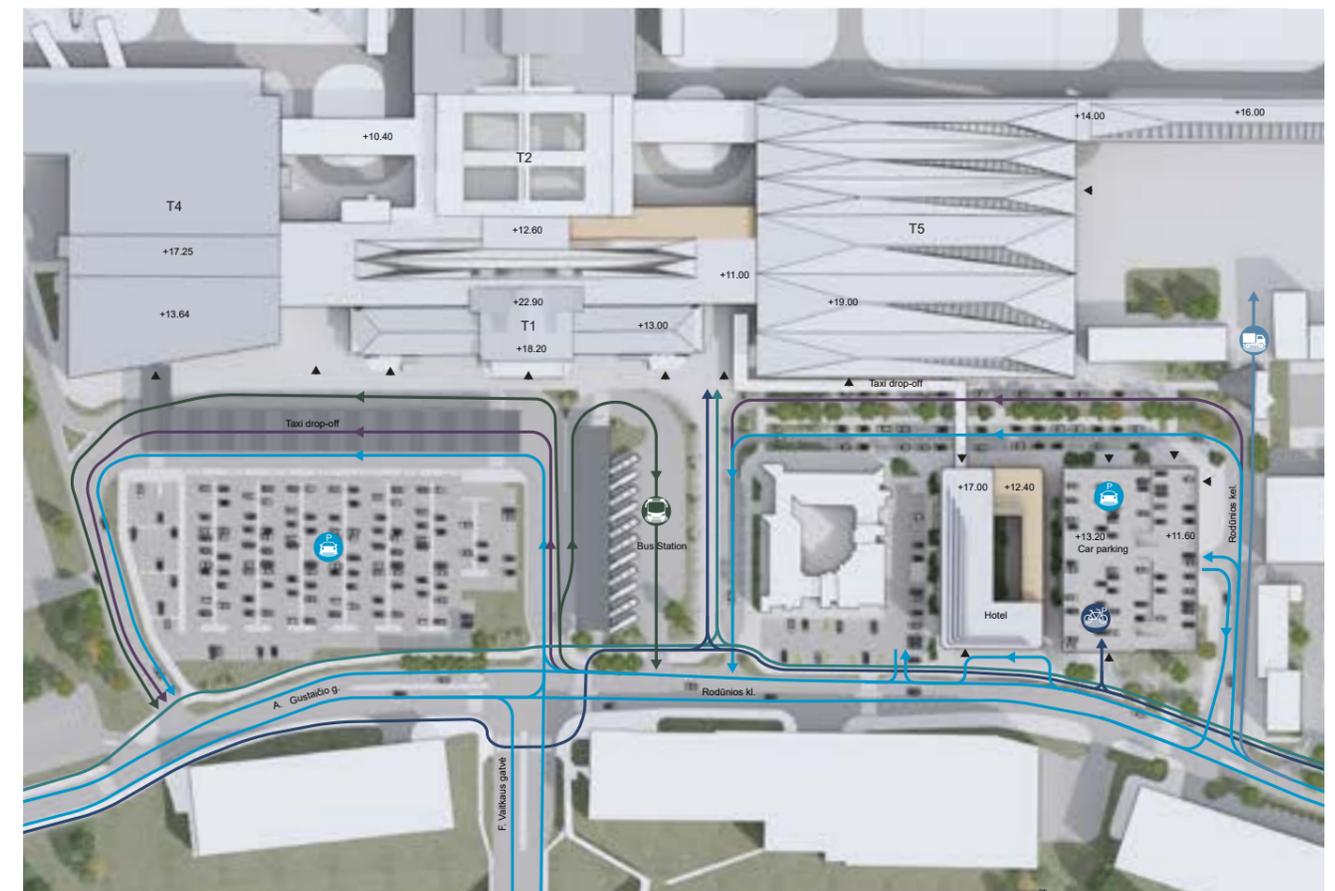
Bicycle Lane Network.

The current bicycle infrastructure terminates at the intersection of F. Vaitkaus Street, Vikingų Street, and Rodūnios Road. This project includes a 3.5-meter-wide shared bicycle and pedestrian path on the eastern side of Rodūnios Road, extending 230 meters to the intersection with the southern internal airport street. Of this, 60 meters will be constructed in Phase 2, and 170 meters in Phase 1. Between the completion of Phase 1 and Phase 2, the existing 60-meter walkway along Rodūnios Road will temporarily accommodate both cyclists and pedestrians. In Phase 4, a bicycle storage facility accommodating approximately 100 bikes (with potential expansion to 200) will be constructed on the ground floor of the multi-level parking facility along Rodūnios Road, seamlessly integrating into the bicycle network.

Phase 4

The current airside/landside gate is positioned at a traffic circulation corner, creating a problematic intersection for light and heavy vehicles traveling in both directions. To improve traffic organization, it is proposed to relocate this gate further south, as illustrated in the diagram below.

With anticipated increases in traffic at the intersection of F. Vaitkaus Street, Vikingų Street, and Rodūnios Road, a potential solution to mitigate congestion and delays is the implementation of a two-lane “turbo” roundabout, as depicted in the diagram below. In the future, if necessary to further optimize vehicular traffic, a two-level intersection could be introduced for heavy and staff vehicles approaching the airport. This would help reduce traffic intensity at the main intersection and facilitate the separation of light and heavy vehicles. Additionally, as urban areas rely on this intersection for city connectivity, a viaduct is proposed in the scheme below to improve overall traffic flow.



Accessibility and traffic



Potential roundabout in Phase 4 to cater with increased traffic



Potential relocation of airside/landside gate in Phase 4 to avoid queuing of heavy vehicles

11 - Substantial structural decisions for the design and reconstruction of buildings

The structural system of the airport is designed with a strong emphasis on repetition and modularity, utilizing a lightweight steel framework. This approach ensures efficiency, cost-effectiveness, and seamless architectural integration. The roof design incorporates carefully calculated angles and foldings, contributing to a structurally sound and aesthetically cohesive form.

All terminals included within the scope of the competition follow the same—or highly similar—structural system, yet they function independently. This independence facilitates staged construction, integration of movement joints, and adaptability to various phases of development.

By employing a modular system, the structural components can be prefabricated as complete modules or, for example, as individual steel connections. This method not only enhances efficiency but also enables advanced parametric calculations, modelling, manufacturing, and construction processes. The result is a cost-effective, low-carbon approach that increases overall effectiveness. This chapter focuses on the more complex structural elements across all terminals, particularly the roofs and connections to existing buildings. Simpler elements, such as inner floors and walls, are addressed briefly. These will be constructed using conventional systems: steel beams and columns combined with hollow-core slabs where feasible, and in-situ concrete near ground levels as required. The aim is to implement low-carbon construction techniques with short spans, streamlining the building process.

At ground level, the entire structure is supported by piled foundations to ensure stability under both vertical and horizontal loads. Where stability walls or diagonals are necessary, slanted piles will be employed.

Terminal T5.

The structural design of Terminal 5 optimizes column placement to enhance load distribution while minimizing the need for long spans. This strategic approach helps reduce material use and lowers the carbon footprint of the terminal.

The roof structural system is designed to be lightweight, robust, and adaptable throughout the construction phases. It consists of steel elements spanning both longitudinally and transversely, forming a 3D space frame. This system accommodates skylights while maintaining a lean structure. The triangulated framework enhances load transfer efficiency, allowing for hanging installations between the top architectural envelope and the ceiling.

By slightly lifting longitudinal elements and incorporating “high and low points,” the roof achieves vertical triangulation, efficiently transferring loads through tension and compression rather than bending forces.

At the façade corners, cantilevered sections are stabilized in all three directions by tying them longitudinally and transversely to the roof’s space frame. In the opaque sections of the façade, leaning columns further reinforce these cantilevers, resulting in a structurally sound and visually harmonious solution.

The glass façade is designed to function independently from the roof in the vertical direction to control deflection. Its load-bearing system consists of thin mullions, while opaque façade sections discreetly integrate additional vertical supports, including leaning columns that enhance the structural performance of both the façade and the roof.

The construction of Terminal 5 will proceed in phases to ensure uninterrupted airport operations and minimal disruption. The diagram below illustrates the phased integration of Phase 3 into Phase 1 of the Terminal 5 structural system.

The overall stability of T5 relies on stability elements at the south-eastern ends of the terminal, which bear horizontal loads in both longitudinal and transverse directions. These areas, filled with programmatic elements, can incorporate either steel bracing diagonals or concrete walls to transfer loads effectively to the foundation.

A bridge connects T5 to the existing terminal building, employing a simple truss structure. To optimize cost and sustainability, an additional column is strategically placed at midspan, reducing structural complexity and material requirements.

Airport Plaza.

The plaza structure is designed to be completely independent from both the existing airport buildings and Terminal 5. It has its own load-bearing framework, ensuring structural autonomy and flexibility.

The roof follows the same design principles as T5, consisting of steel elements arranged in a 3D space frame. This configuration, with its triangulated and folded geometry, ensures structural efficiency while allowing for skylight openings to enhance natural lighting.

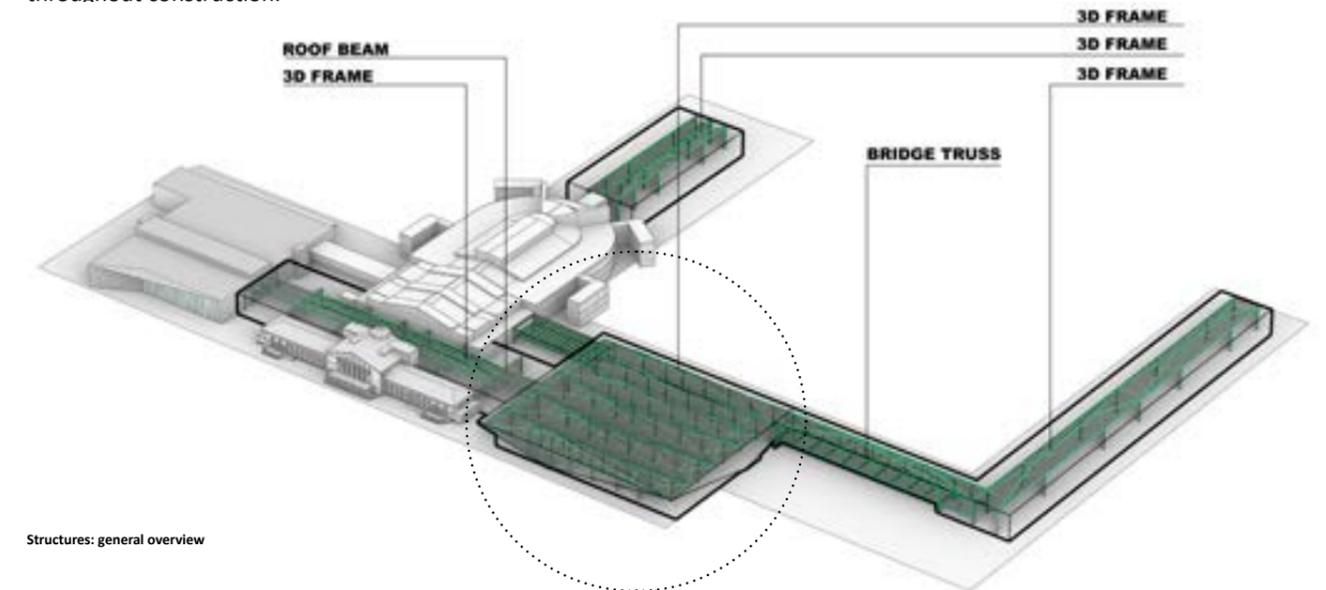
The flat sections of the roof are constructed using a straightforward column-and-beam system. In areas where longer spans are required, prefabricated TT-cassettes will be employed to maintain efficiency and reduce construction time.

Future expansion.

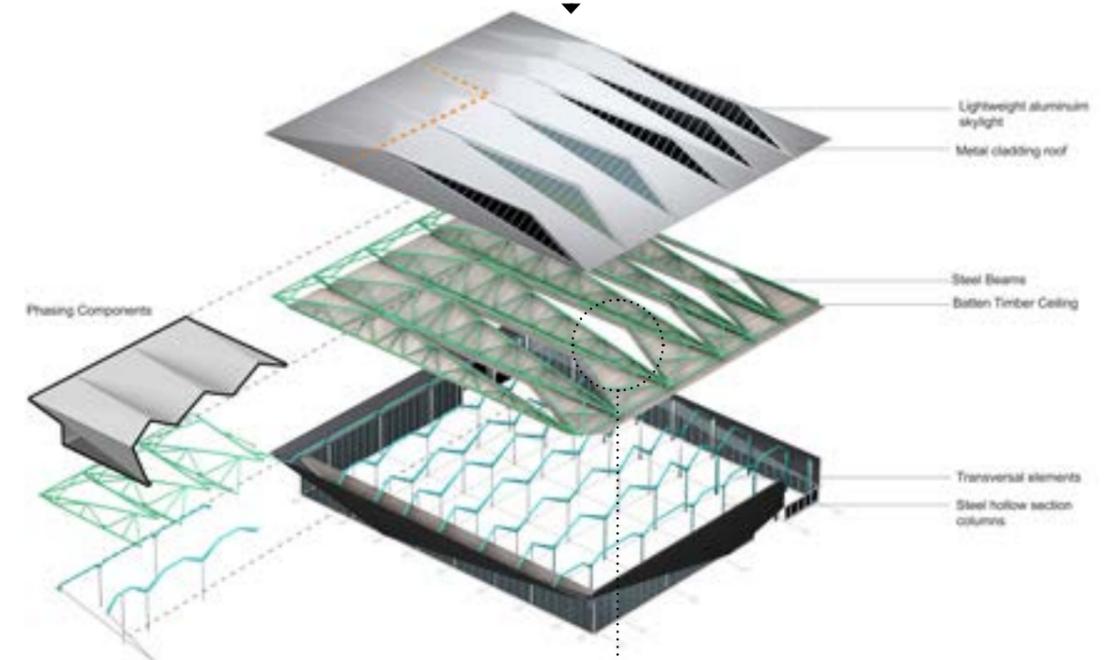
The structural systems of Terminals T6 and T7 mirror those of Terminal 5 and the plaza, utilizing the same 3D space frame steel structure. This consistency streamlines construction, enhances modularity, and ensures uniformity across the airport complex.

In the short direction of these buildings, the façade mullions will provide additional support for the flat roof sections, further optimizing the structural system. By integrating these elements, the design achieves a balance of strength, flexibility, and sustainability, aligning with the overall objectives of the airport expansion.

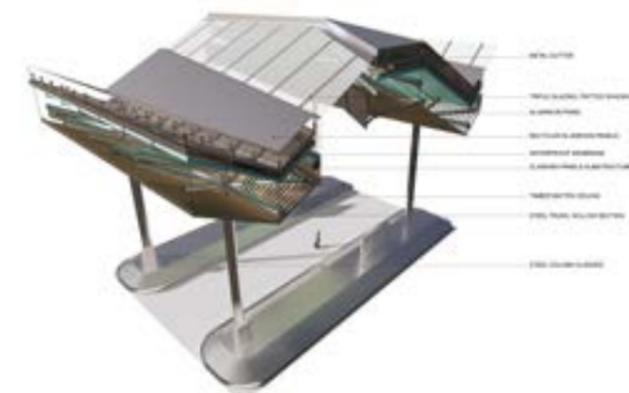
The structural approach adopted for this airport expansion prioritizes modularity, prefabrication, and efficient load transfer to reduce costs, enhance constructability, and minimize environmental impact. With careful planning and a phased implementation strategy, the project ensures a seamless integration of new and existing structures while maintaining operational efficiency throughout construction.



Structures: general overview



Terminal 5 structures - exploded view

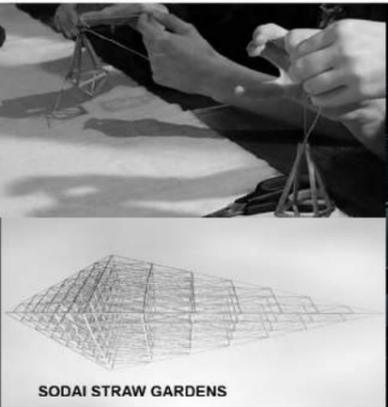


Terminal 5 structures - rooftop detail

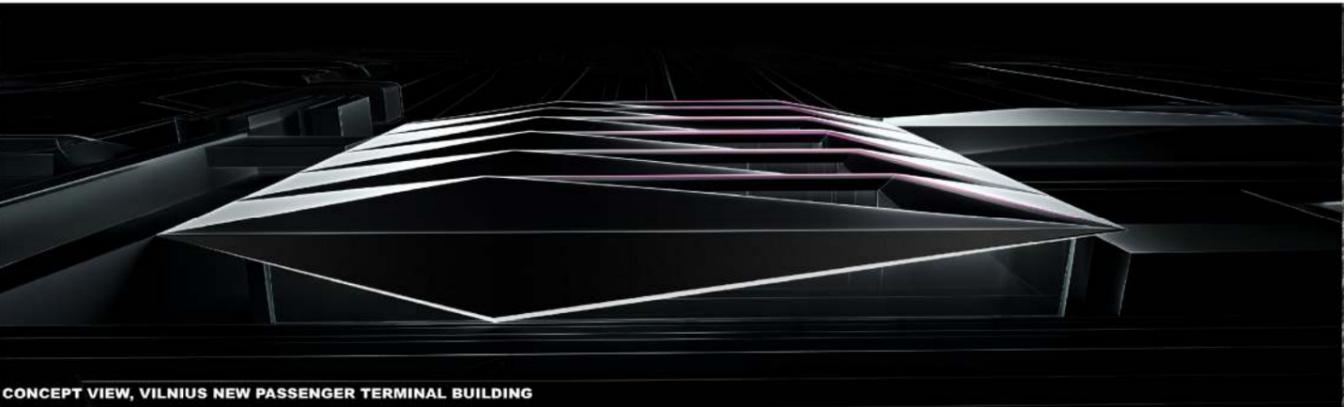




VIEW OF VILNIUS AIRPORT
Seamless integration of the historic terminal, the new T5, the T6 and T7 extensions and the central plaza.



SODAI STRAW GARDENS



CONCEPT VIEW, VILNIUS NEW PASSENGER TERMINAL BUILDING

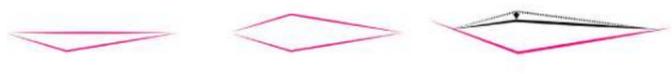


TRADITIONAL BANDS IN LITHUANIAN ETHNIC CULTURE

ARCHITECTURAL NARRATIVE AND CULTURAL IDENTITY

The main architectural concept of the Vilnius Airport project is to seamlessly blend Lithuania's cultural identity with contemporary design, offering a welcoming experience to arriving passengers and providing a clear new identity to the overall airport complex. The geometry of the T5 volume massing draws inspiration from the sharp edges of the T4 departure terminal, presenting a refined evolution in form. This progression is particularly evident in the design of the rooftop, where rhomboid and triangular shapes become the fundamental modules of the skylights. These geometric elements not only allow natural light to penetrate the interior spaces but also express the underlying structural rhythm, establishing a cohesive narrative that extends across T5, T6, T7, and the plaza and modernize the heritage building images at approach.

The modular system, characterized by the repetition of rhomboid patterns, becomes a unifying language throughout the terminal complex. The consistent use of these elements ties together the entire airport, transforming it into an integrated and forward-thinking architectural ensemble. The terminals and the plaza form a harmonious whole, connecting the existing T4 terminal and the heritage T1 building. This design strategy creates a cutting-edge airport capable of accommodating with flexibility both current demands and future expansions, while paying homage to Lithuania's cultural heritage. The inspiration for the modular geometry originates from traditional Lithuanian motifs, particularly the rhombus, which holds a significant place in Baltic folklore. By incorporating this shape into the design of the terminal, the architecture bridges past and present, weaving cultural symbolism into a modern context.



Additionally, the design draws parallels with Lithuanian straw gardens, a traditional art form recognized by UNESCO in 2023 as part of the nation's intangible cultural heritage. These intricate structures, based on rhombus forms, are reinterpreted within the terminal's architecture and the structural system defining the proposal. The spatial experience inside the terminal evokes the sensation of being within a straw garden, with the roof structure and interior geometry reflecting the delicate and interconnected nature of this art form.

Through this synthesis of geometric precision, cultural references, and modularity, the design not only enhances passenger experience but also serves as a contemporary tribute to Lithuania's rich traditions. The result is an architectural language that is both timeless and innovative—rooted in local heritage yet looking confidently towards the future.

SYMMETRY OF COMPOSITION



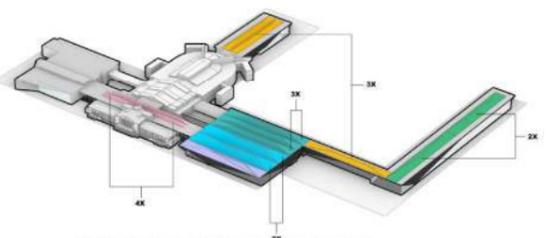
PLAZA AND T5 BUILDABLE VOLUME



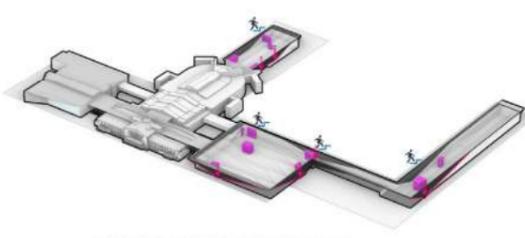
CREATING A SIMILAR VOLUME



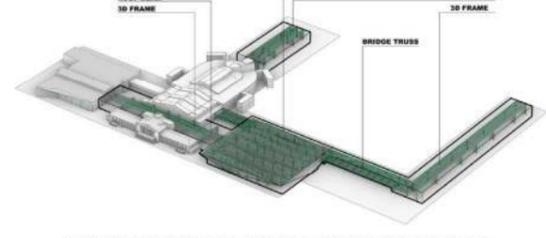
ARTICULATING THE VOLUME AND ENHANCING THE VIEWS AND NATURAL LIGHT



MODULARITY AND REPETITION OF ELEMENTS



FACADE DESIGN AND VT COORDINATED



UTILIZES STRUCTURAL PATTERNS TO OPTIMIZE NATURAL LIGHT

MASTERPLAN, SCALE 1:5000



PROJECT KEY FEATURES AND BOARDS REFERENCE

- 1. Symmetry of Composition (Board 01)
- 2. Modularity and Repetition of Elements (Board 01)
- 3. Passenger Flow Optimization (Board 03)
- 4. Enhanced Visual Connection T5 (Board 04)
- 5. Improved Gates Visual Experience (Board 04)
- 6. Baggage Off-load Optimization (Board 03)
- 7. Commercial loop and Connection to Terminals (Board 07)
- 8. Facade Design and VT coordinated (Board 01)
- 9. Sustainability Approach (Board 09)
- 10. T5 Visual Connectivity (Board 04)



FRONT ELEVATION
T5 appears to float above its transparent glass base, with warm interior lighting enhancing its presence and aerodynamic form.



VIEW FROM THE PUBLIC BUS STATION
Highlighting the entrance of the shopping plaza and the interface with the T5 terminal.

SITE PLAN 1:1000



HARD SCAPE AND SOFT SCAPE BLENDING



PLAYGROUND

EXTERNAL AREAS PHASE 1 SCALE 1:1000



Site Plan 1:1000 Legend

- Service Access
- Taxi
- Public Transport
- Bicycle Path
- Pedestrian Access
- Service Access
- Entrance

Pedestrian Path Bicycle Lane

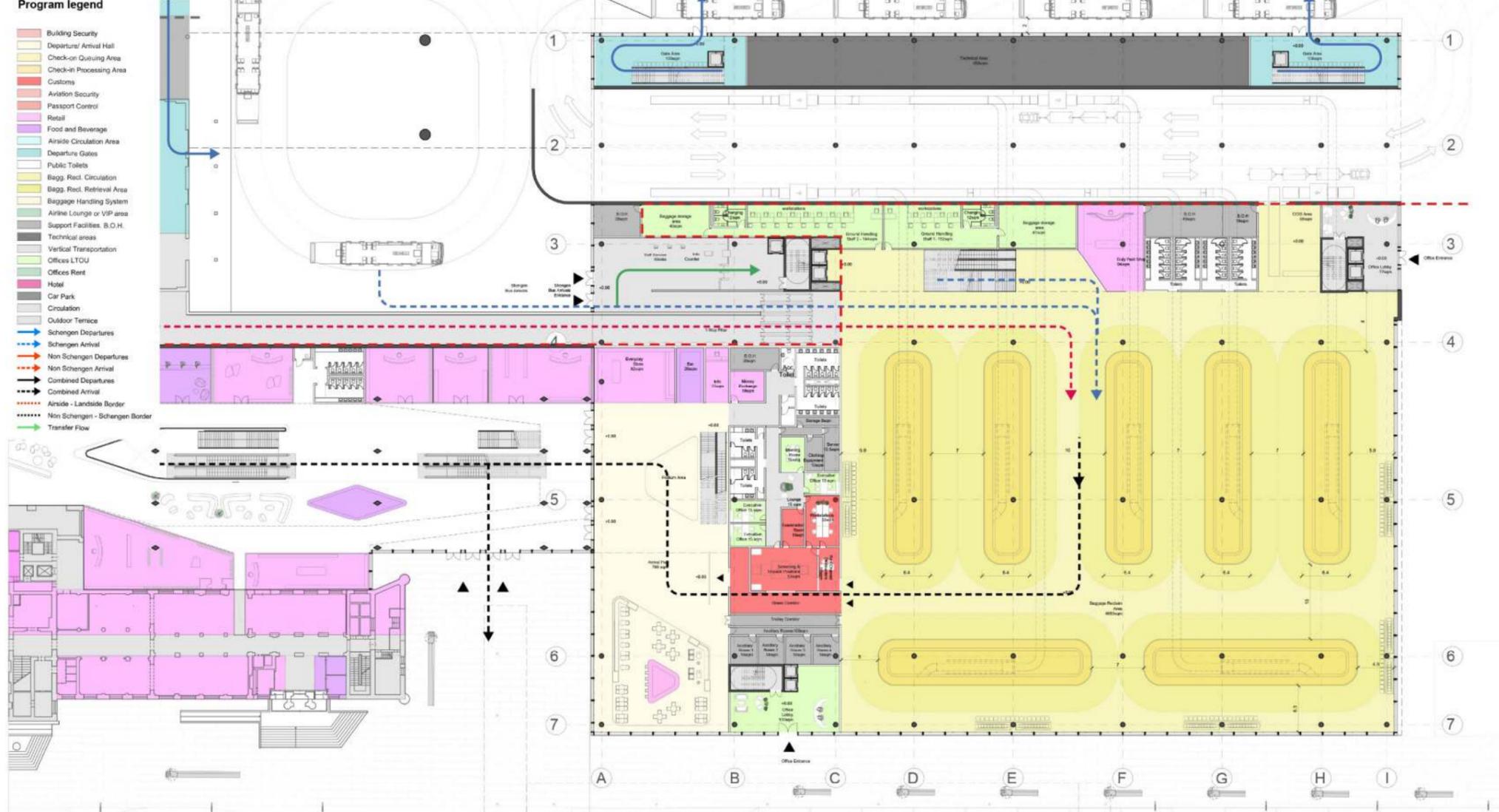


Hardscape/Soft scape Stone tiling Benches Granite Tile Playground Perennial Lights

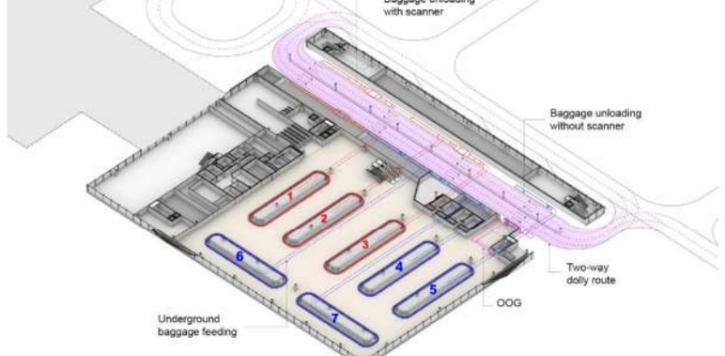


INTERIOR VIEW OF T5
Clear visibility to the taxi drop-off area through the glazed facade in the baggage reclaim zone

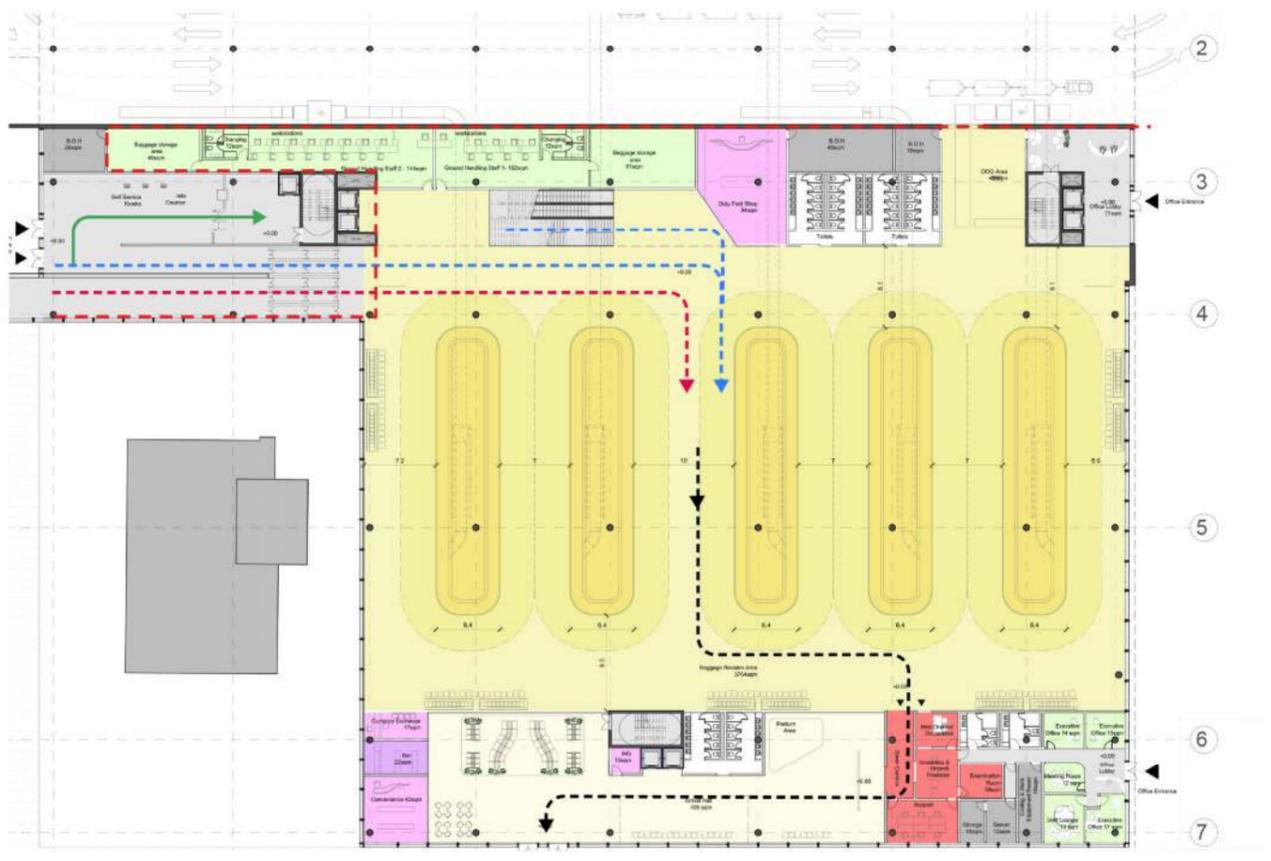
PLAN PHASE 3 LEVEL 1 1:300



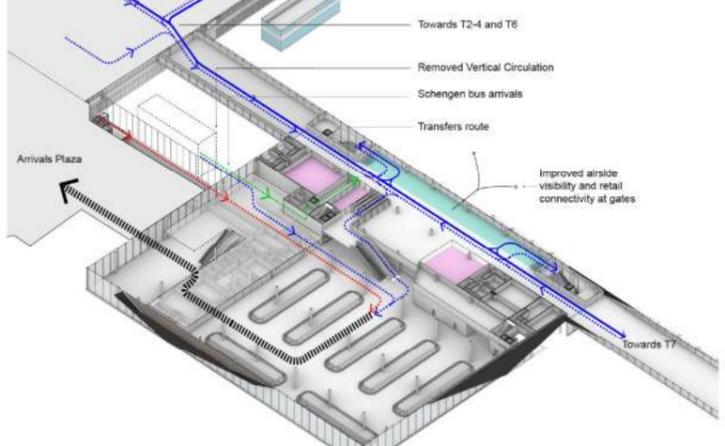
BAGGAGE OFF-LOAD OPTIMIZATION



PLAN PHASE 1 LEVEL 1 1:300



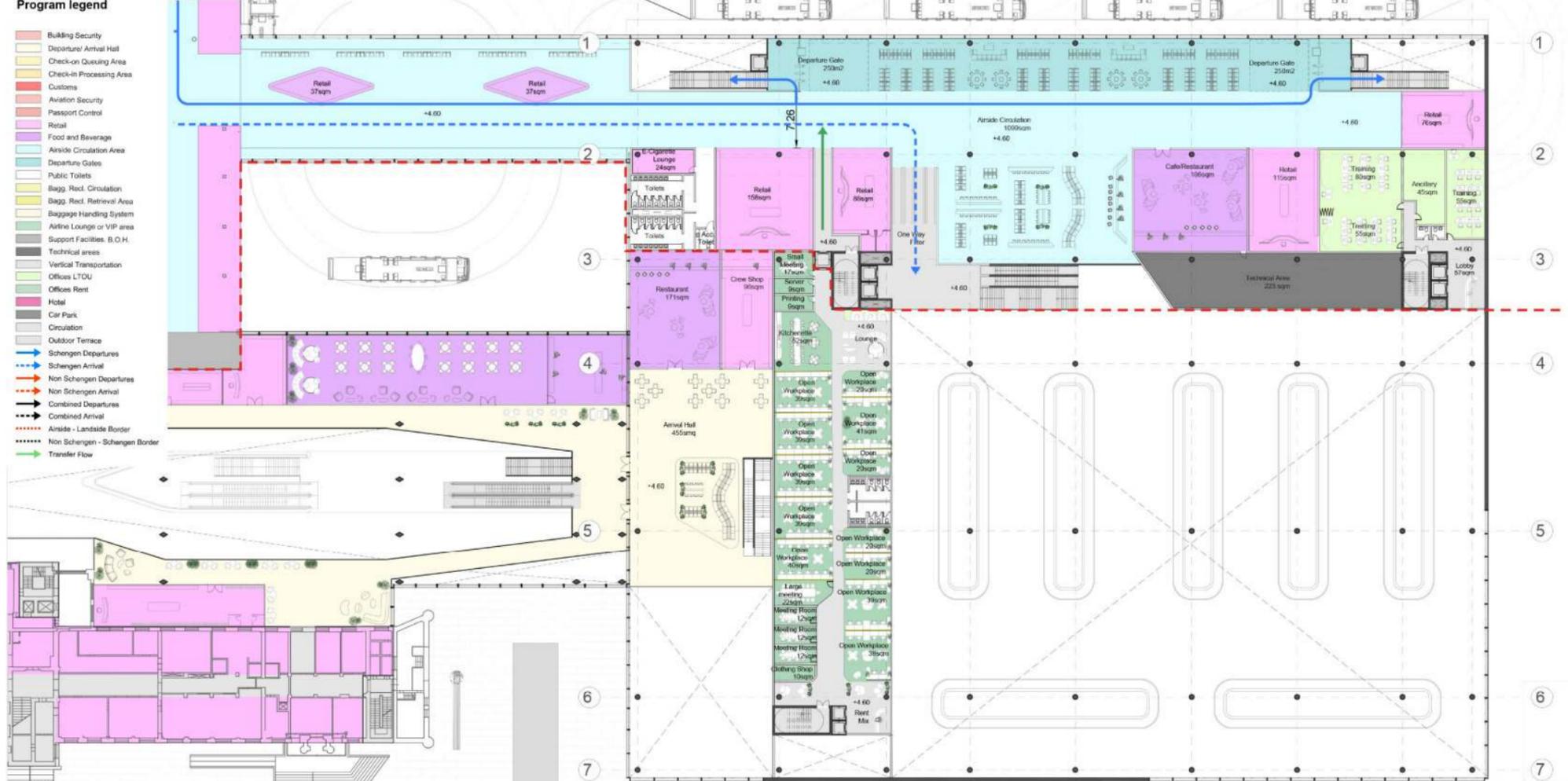
PASSENGER FLOW OPTIMIZATION



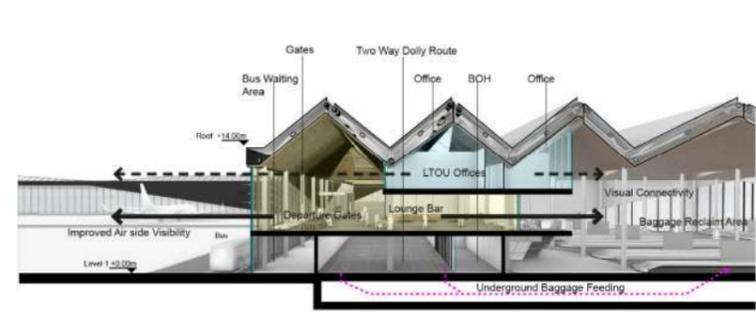


EXTERIOR VIEW OF T5
Gates raised to Level 2, enhancing air side visibility for passengers

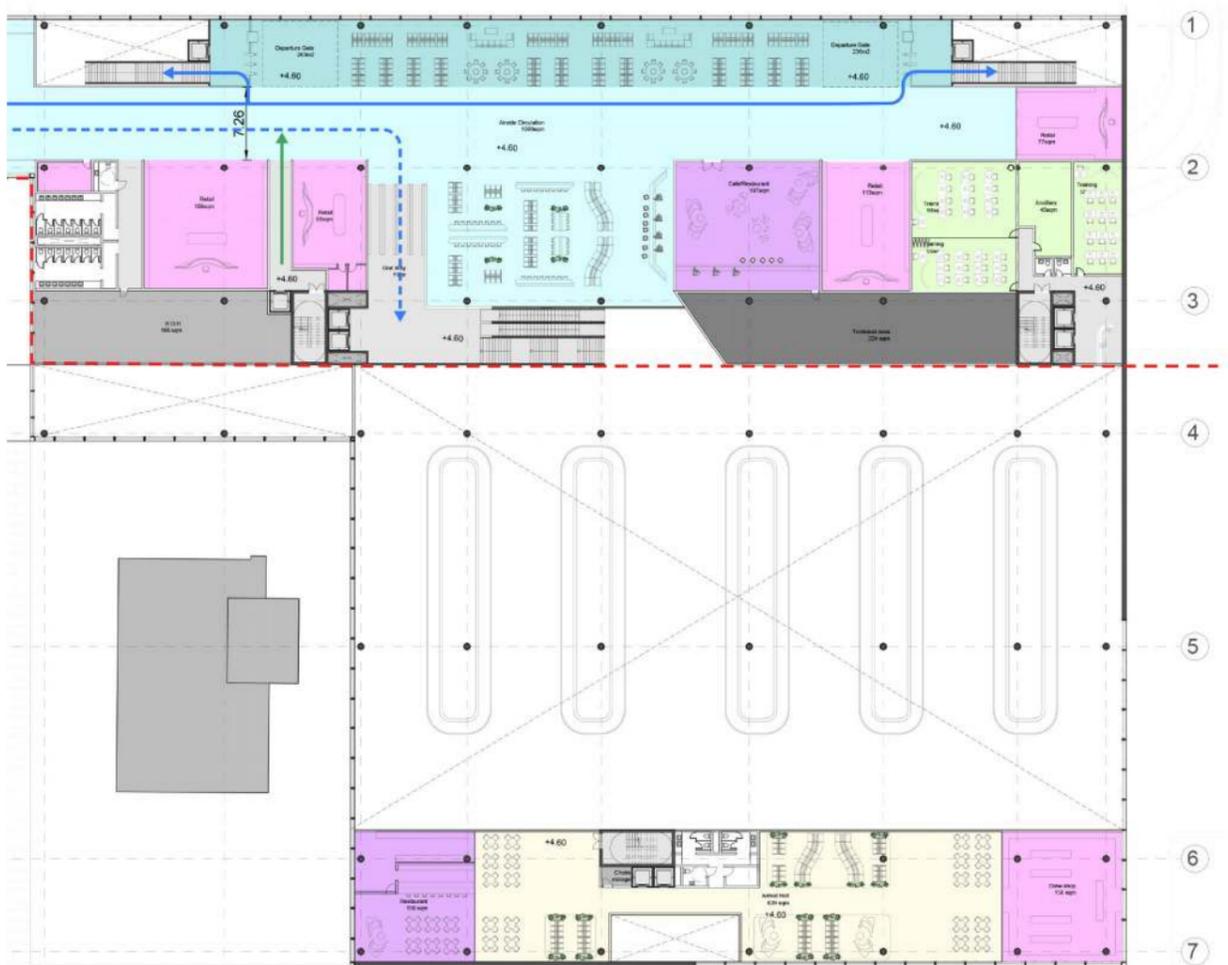
PLAN PHASE 3 LEVEL 2 1:300



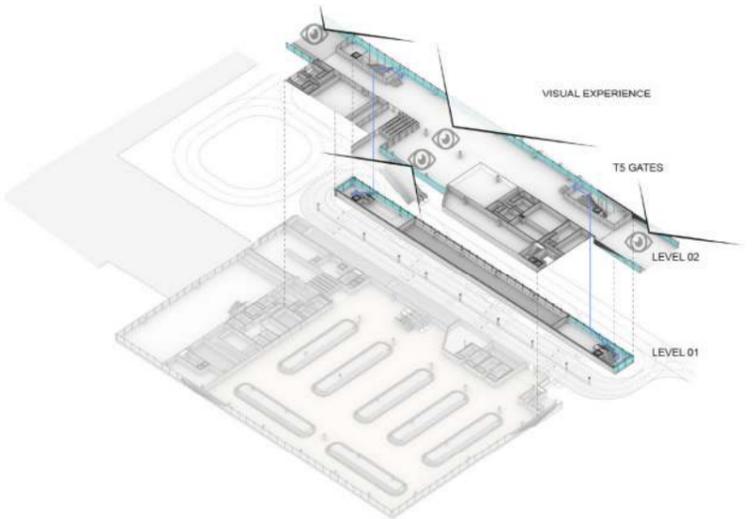
ENHANCED VISUAL CONNECTION FROM GATES AND OFFICES



PLAN PHASE 1 LEVEL 2 1:300



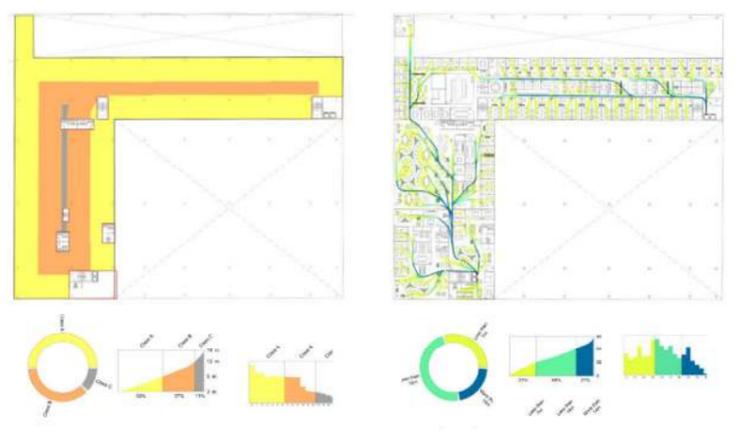
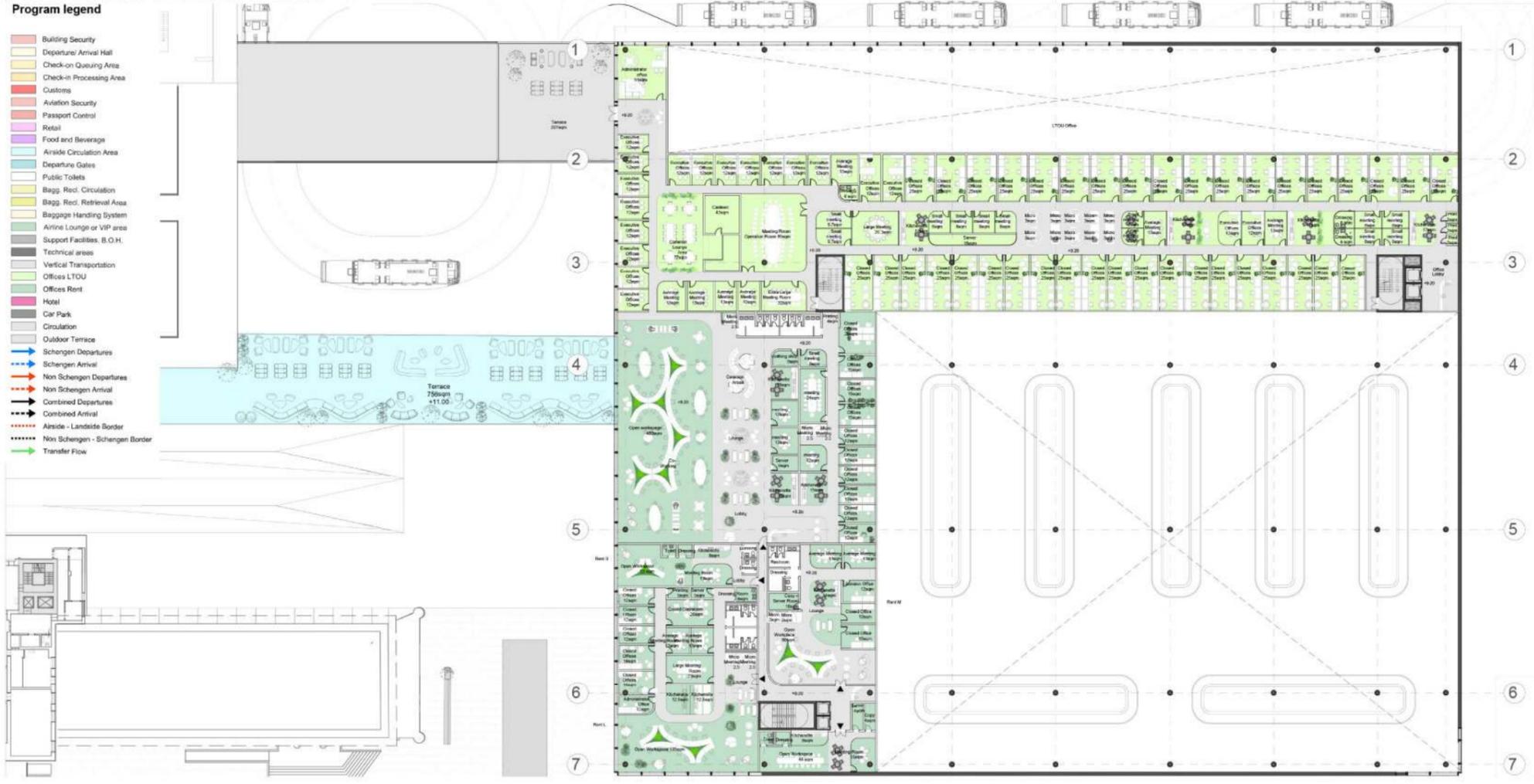
IMPROVED GATES VISUAL EXPERIENCE



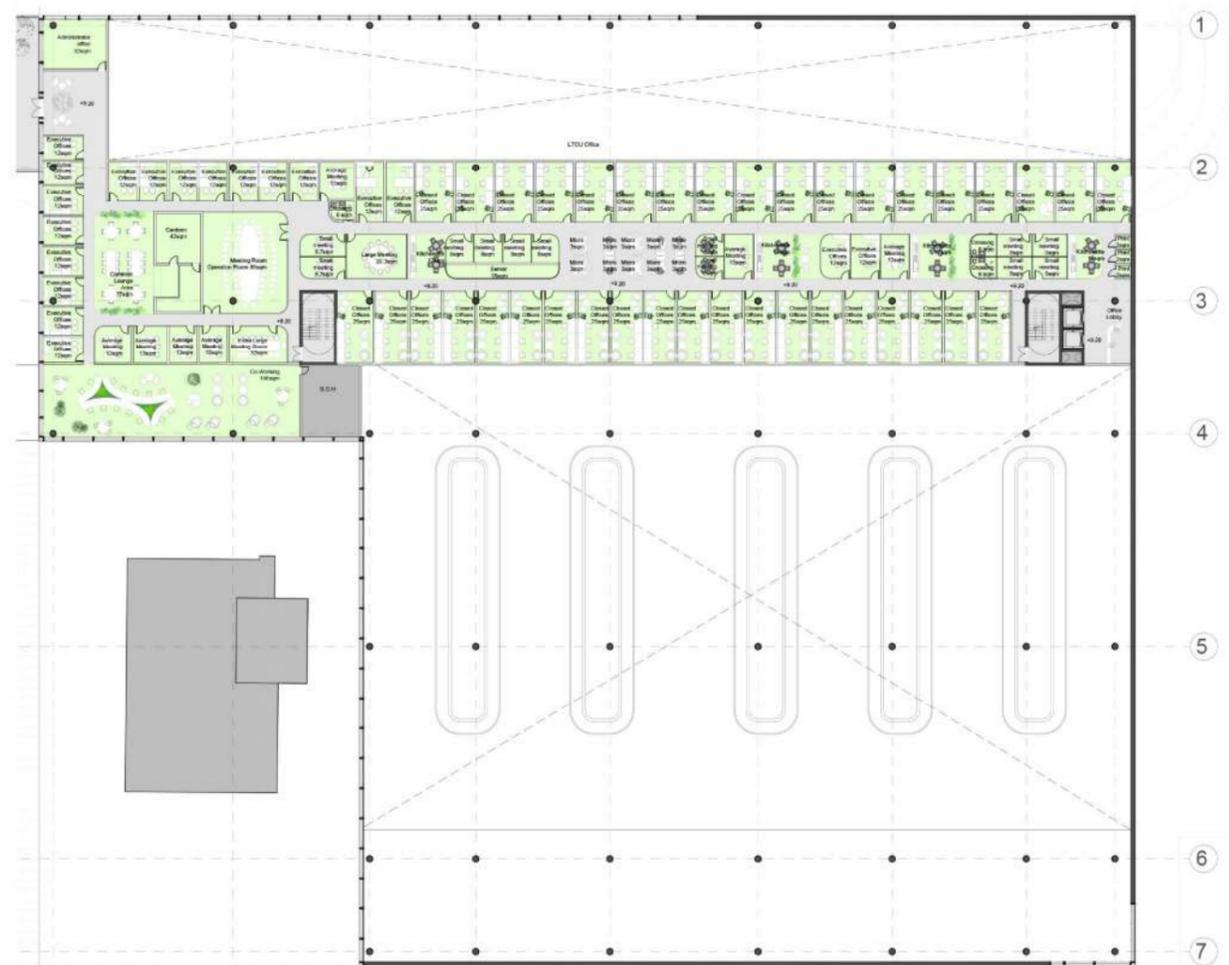
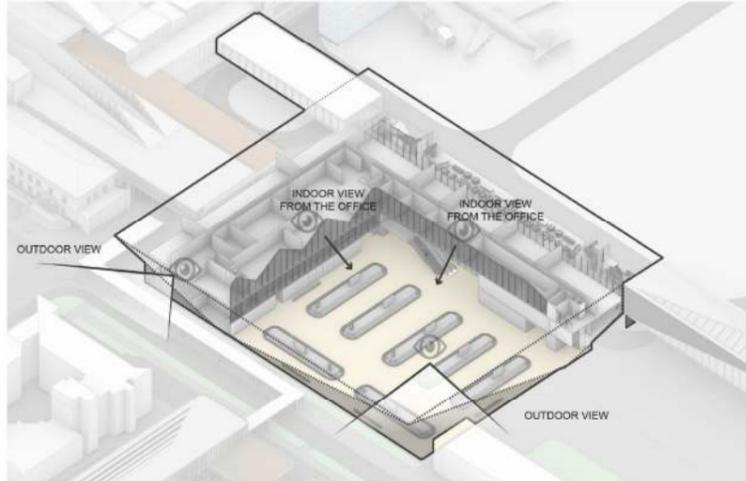


PLAN PHASE 3 LEVEL 3 1:300

- Program legend**
- Building Security
 - Departure/ Arrival Hall
 - Check-on Queuing Area
 - Check-in Processing Area
 - Customs
 - Aviation Security
 - Passport Control
 - Retail
 - Food and Beverage
 - Outside Circulation Area
 - Departure Gates
 - Public Toilets
 - Bagg. Recd. Circulation
 - Bagg. Recd. Retrieval Area
 - Baggage Handling System
 - Airline Lounges or VIP area
 - Support Facilities, B.O.H.
 - Technical areas
 - Vertical Transportation
 - Offices LTOU
 - Offices Rent
 - Hotel
 - Car Park
 - Circulation
 - Outdoor Terrace
 - Schengen Departures
 - Schengen Arrival
 - Non Schengen Departures
 - Non Schengen Arrival
 - Combined Departures
 - Combined Arrival
 - Outside - Landside Border
 - Non Schengen - Schengen Border
 - Transfer Flow

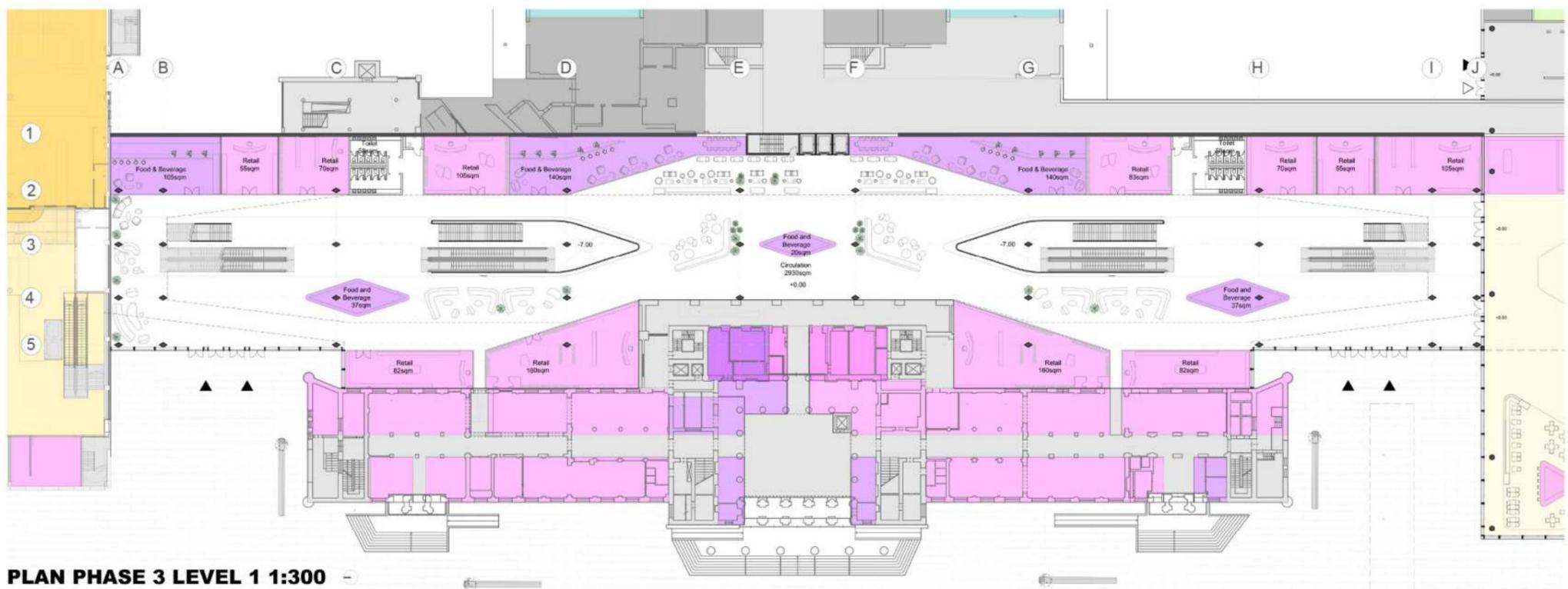
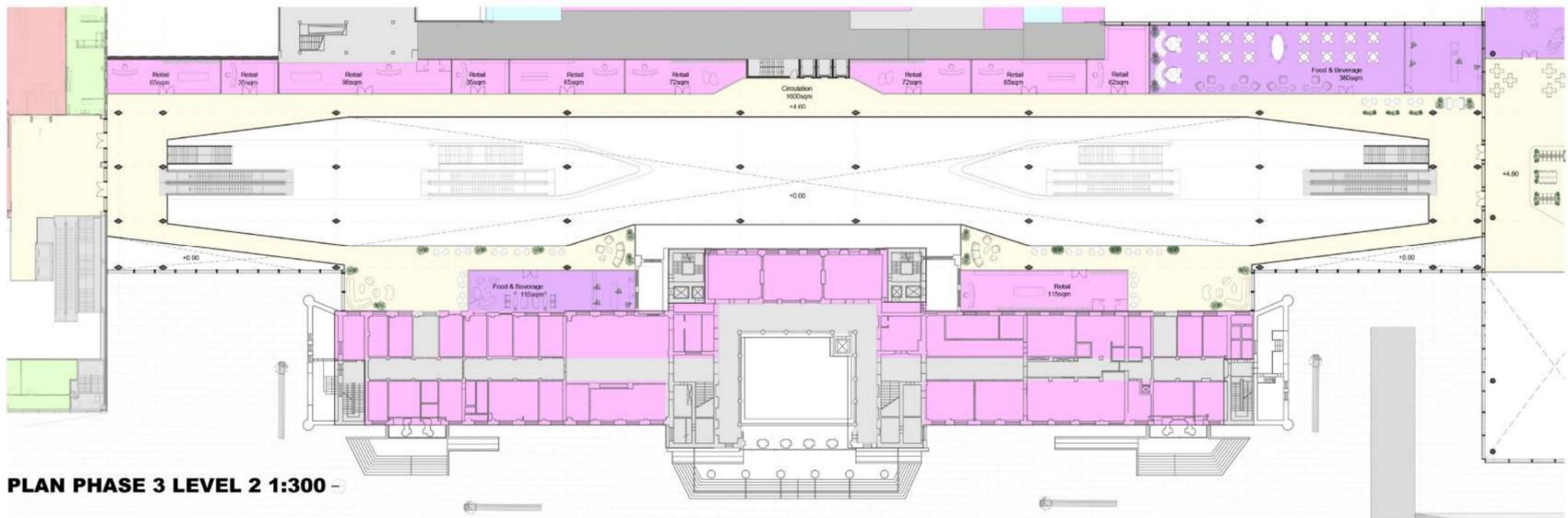
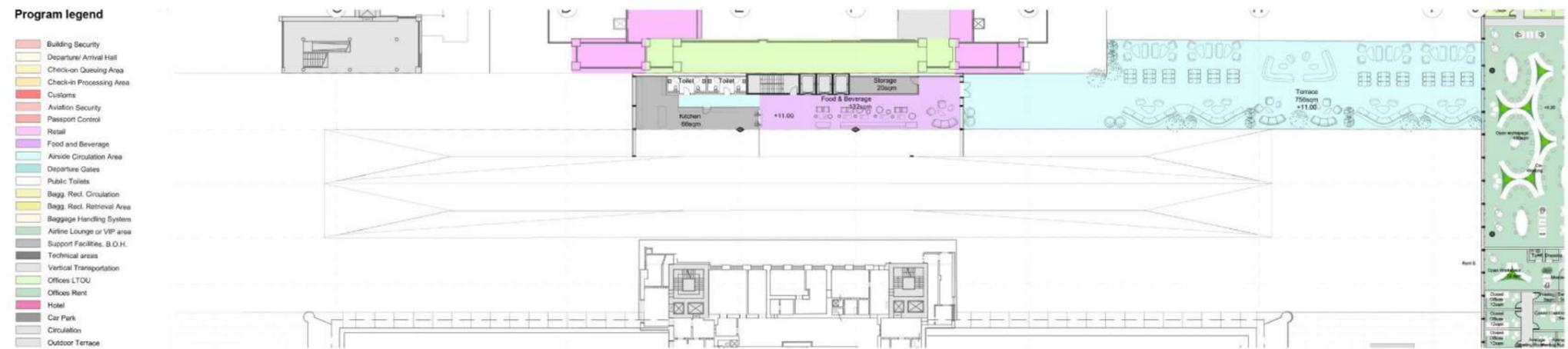


T5 VISUAL CONNECTIVITY





PLAN PHASE 3 LEVEL 3 1:300





VIEW OF THE PLAZA
the harmonious blending of materials, creating a cosy and warm atmosphere with the timber ceiling and soft lighting.

PLAZA ENVIRONMENTAL SECTION

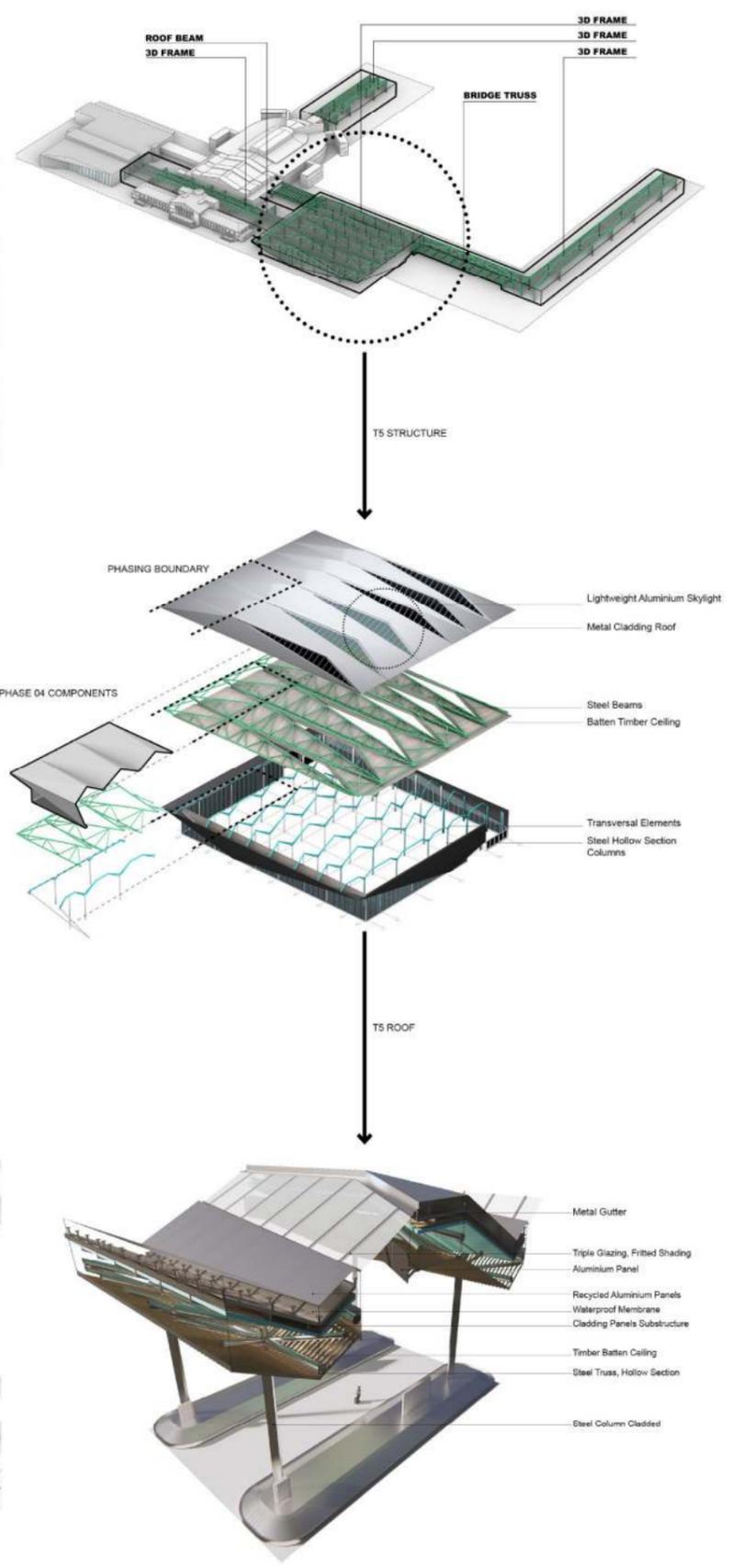
- PASSIVE STRATEGIES**
- 1 **Highly Insulated Thermal Envelope**
Heat losses are reduced thanks to high performance
 - 2 **Existing Masonry Walls with High Thermal Mass**
stores passive solar gains, stabilizing indoor temperatures and reducing heating demand
 - 3 **High Performing Glazing**
low U-values and low g-values reduces heat transfer and will maximise daylight penetration
 - 4 **Diffuse Daylight onto the Floorplate**
reduces the need for artificial lighting
 - 5 **High Efficiency Skylight Glazing**
tinted glass to reduce heat gain while maximising daylight
 - 6 **External Louvers**
provides shading to prevent overheating in summer
 - 7 **Passive Heating**
in winter by letting low-angle sun penetrate
 - 8 **Controlled Natural Exhaust**
louvers in the skylight oculus enable natural exhaust while preserving daylight

- SYSTEM DESIGN STRATEGIES**
- 1 **Displacement Ventilation**
low-speed air supplied locally at low levels
 - 2 **Efficient Mechanical Heat Recovery**
to reduce the amount of heat losses to provide adequate ventilation
 - 3 **Underfloor Heating and Cooling**
provides efficient and even thermal comfort in the space
 - 4 **Water-Cooled Heat Pump with Radiant Cooler**
efficient cooling system and compatible with energy sharing system
 - 5 **LED Lighting**
with daylight controls
 - 6 **Water-Efficient Fixtures and Fittings**
reduces overall water consumption

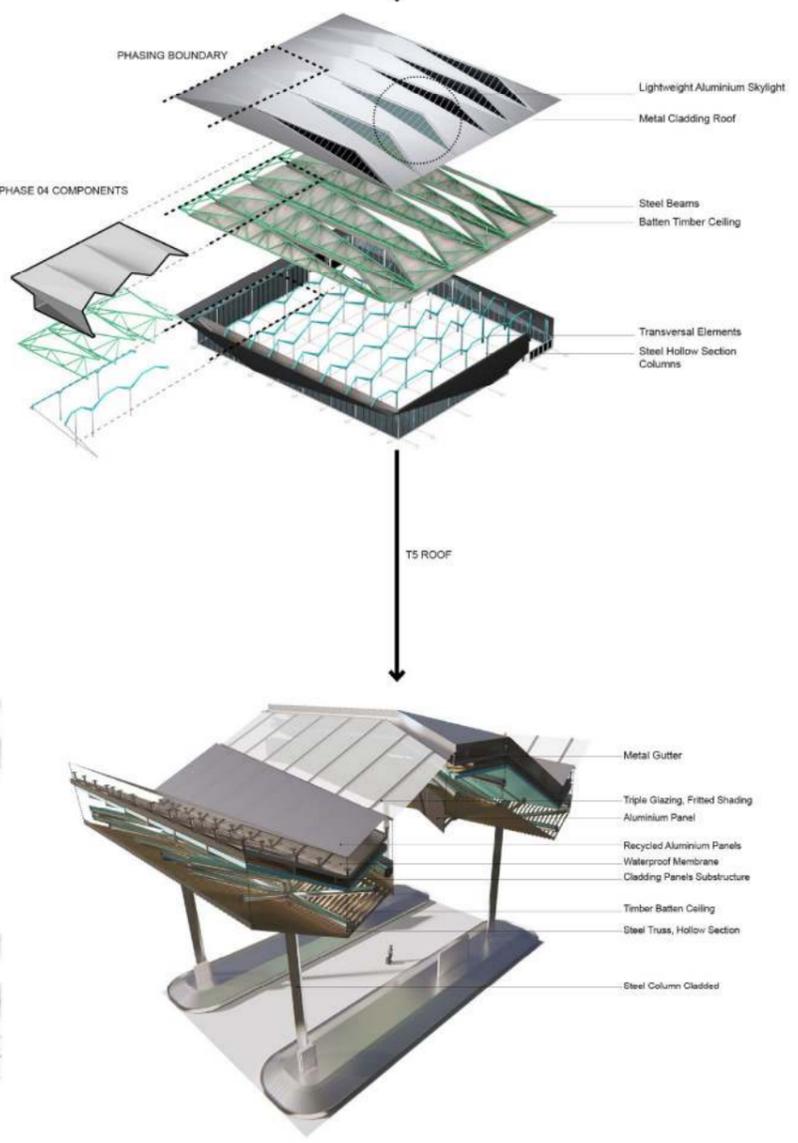
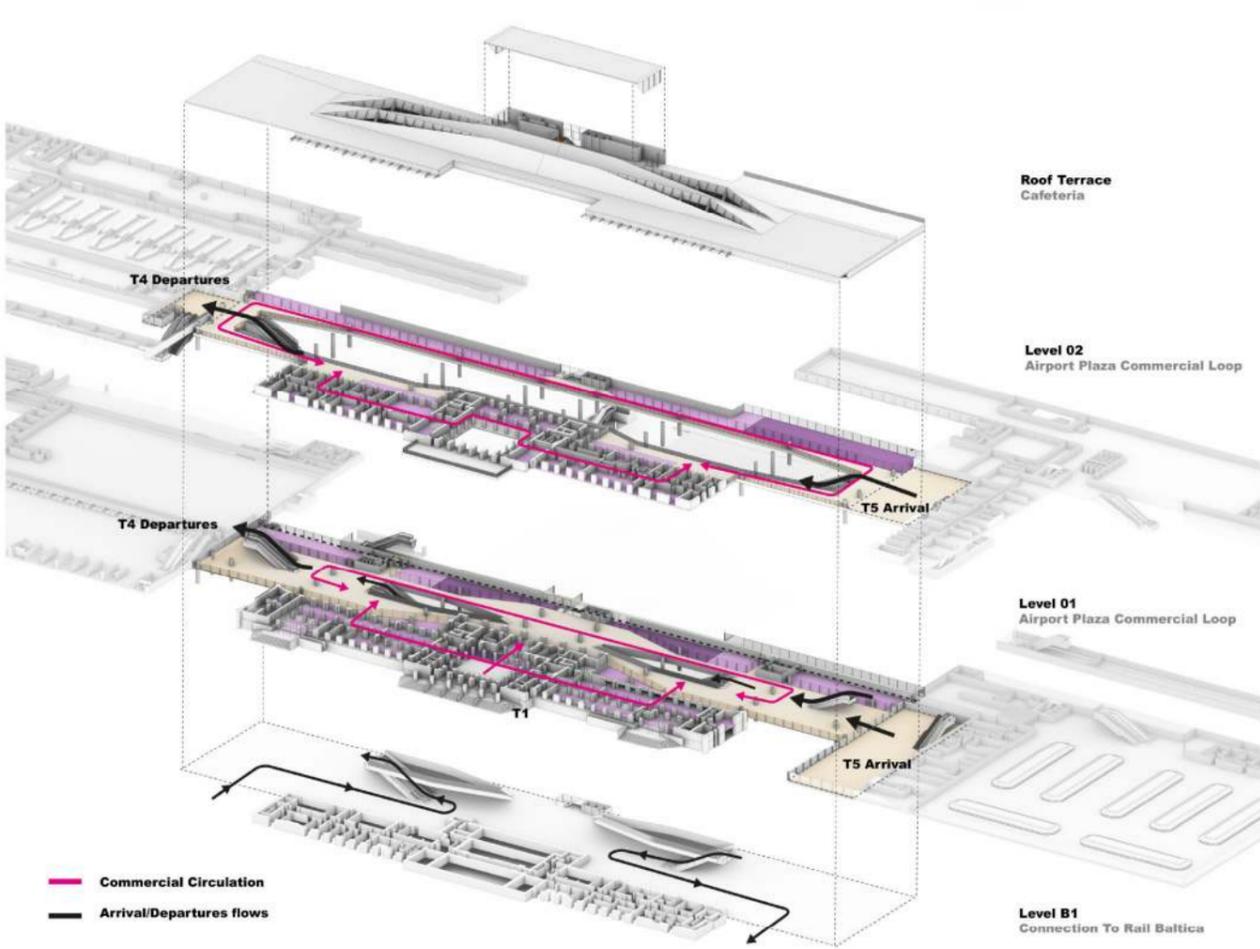
- CLEAN ENERGY STRATEGIES**
- 1 **All Electric Building**
 - 2 **Photovoltaic Energy Generation**
installed with optimised location
 - 3 **District Heating Connection**
to existing central Vinhus district heating network
- SMART CONTROL STRATEGIES**
- 1 **CO₂ Sensors**
regulates airflow based on occupancy levels
 - 2 **Local Weather Station**
building will be operated based on the external weather conditions
 - 3 **Lighting Controls**
daylight dimming and PIR sensors



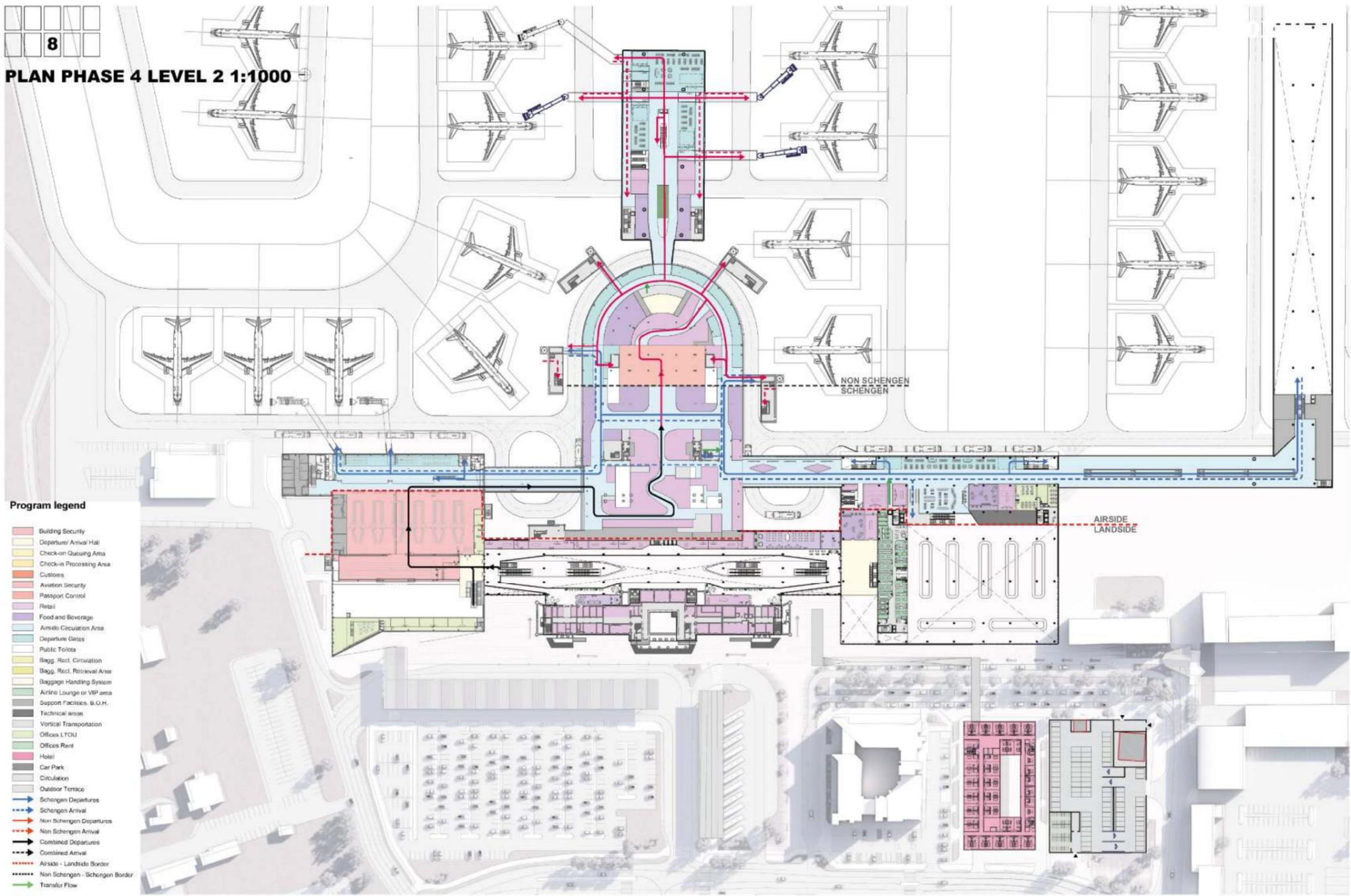
STRUCTURE OVERALL LAYOUT



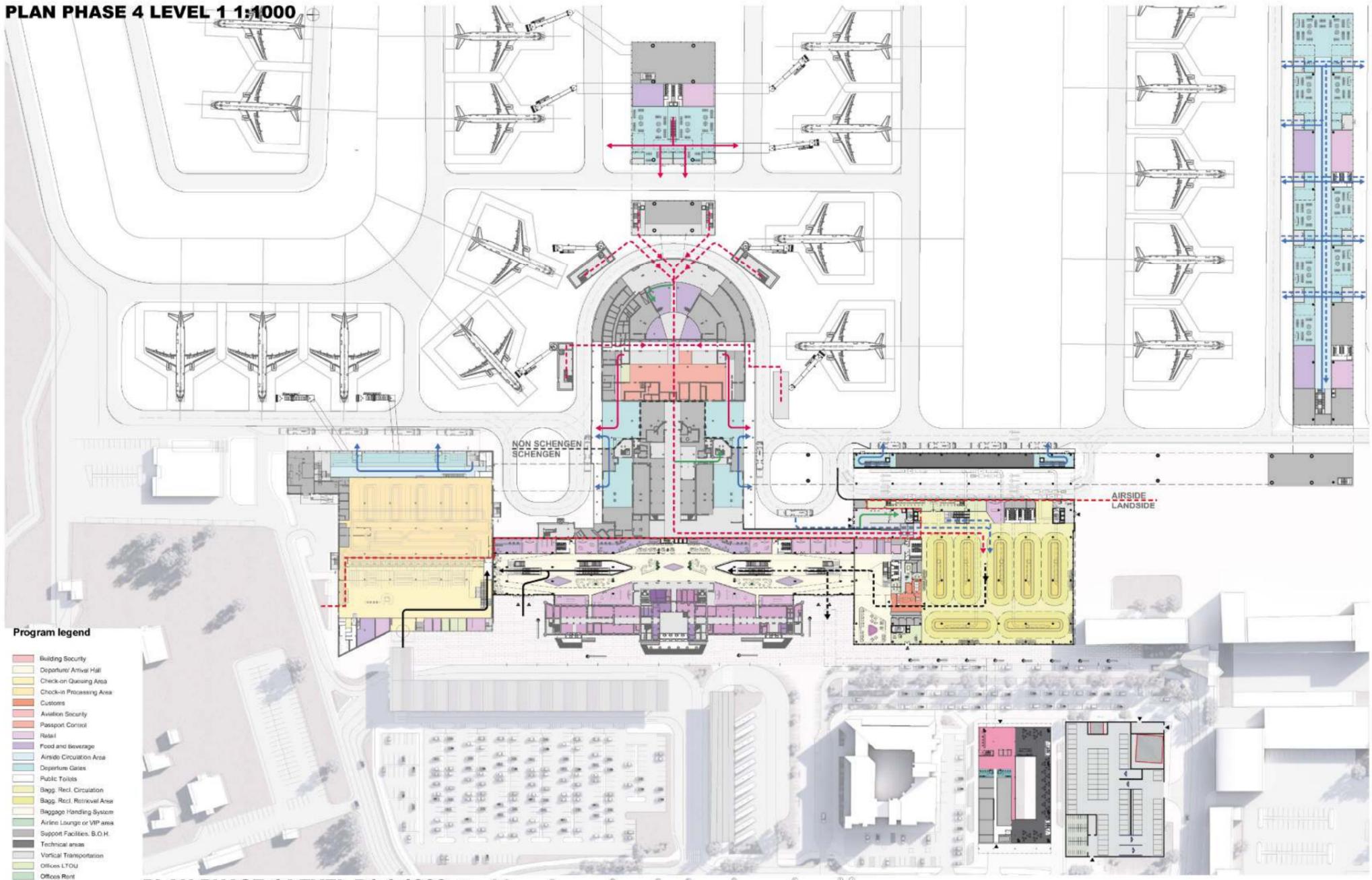
COMMERCIAL LOOP AND CONNECTION TO TERMINALS



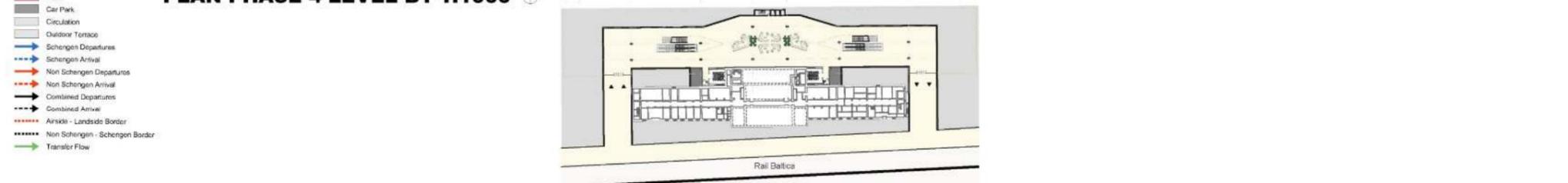
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PLAN PHASE 4 LEVEL 2 1:1000



PLAN PHASE 4 LEVEL 1 1:1000



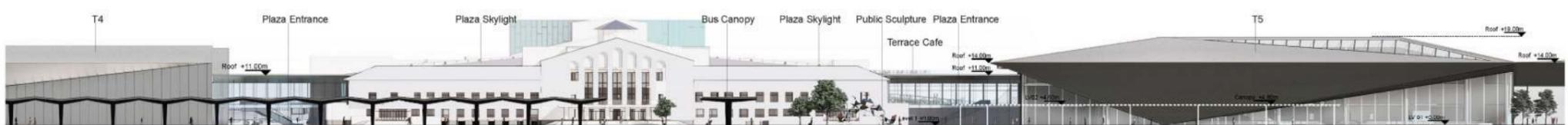
PLAN PHASE 4 LEVEL B1 1:1000



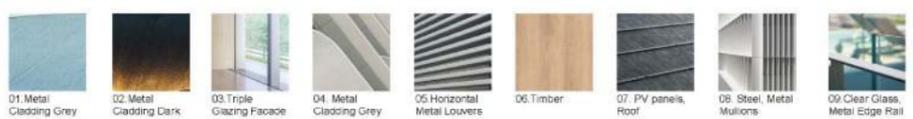
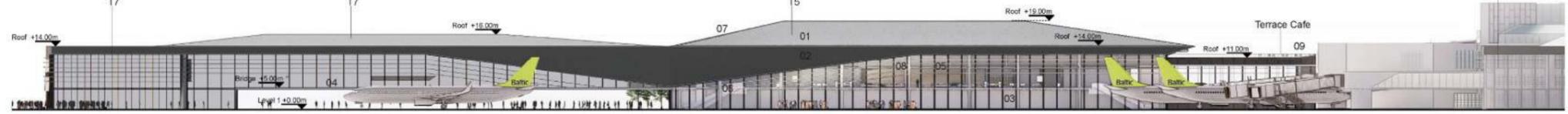


NIGHT VIEW OF T5 AND T7
Air side area, highlighting the dynamic activity and the illuminated terminals.

WEST ELEVATION PHASE 4 1:500



EAST ELEVATION PHASE 4 1:500

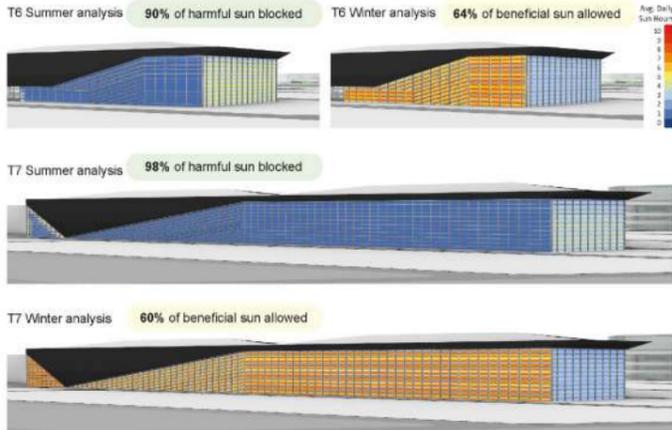


SOUTH ELEVATION PHASE 4 1:500

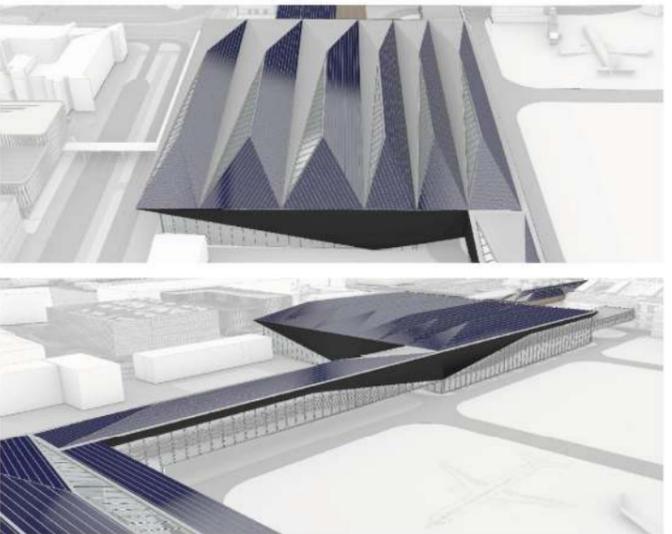
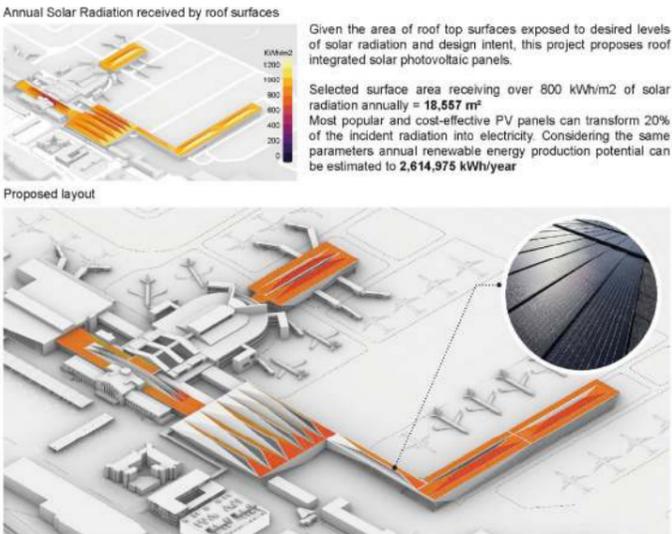


SHADING STRATEGIES - SUN HOUR ANALYSIS

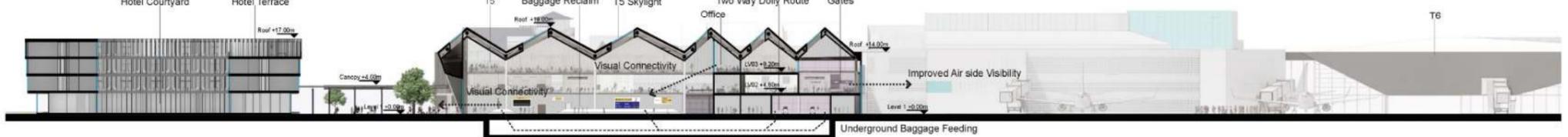
The external shading system was meticulously designed to optimize thermal comfort throughout the year. During the summer months, it effectively blocks harmful solar radiation, preventing overheating and maintaining a cooler indoor environment. Conversely, in the winter, the system allows the sun's rays to penetrate, providing natural warmth and reducing the need for artificial heating. This thoughtful design ensures energy efficiency and enhances the overall comfort of the interior space.



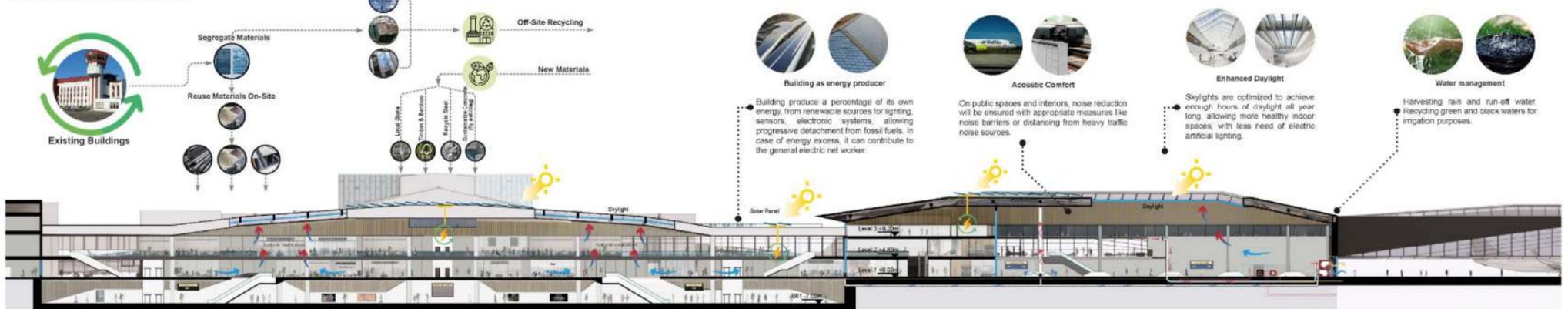
PV PANELS CALCULATION



SECTION 01 PHASE 4 1:500

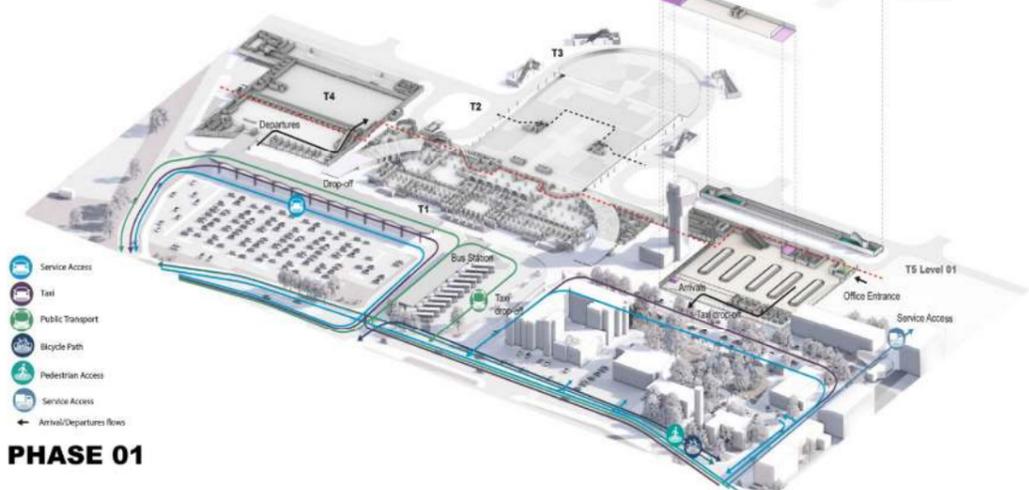


SECTION 02 PHASE 4 1:500
SUSTAINABILITY APPROACH

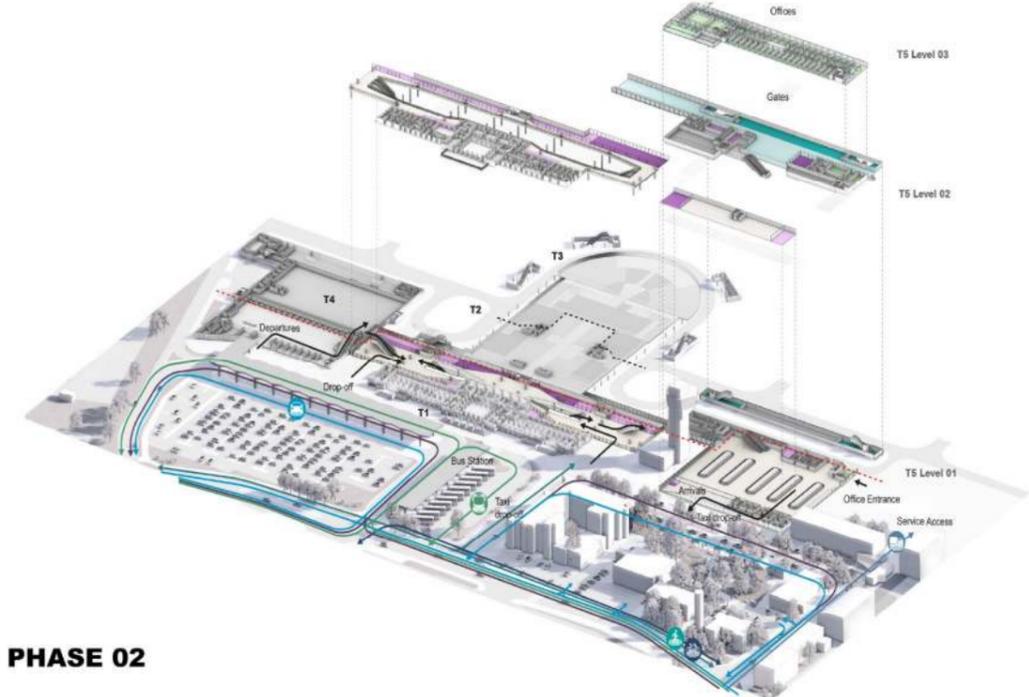


PHASING STRATEGY

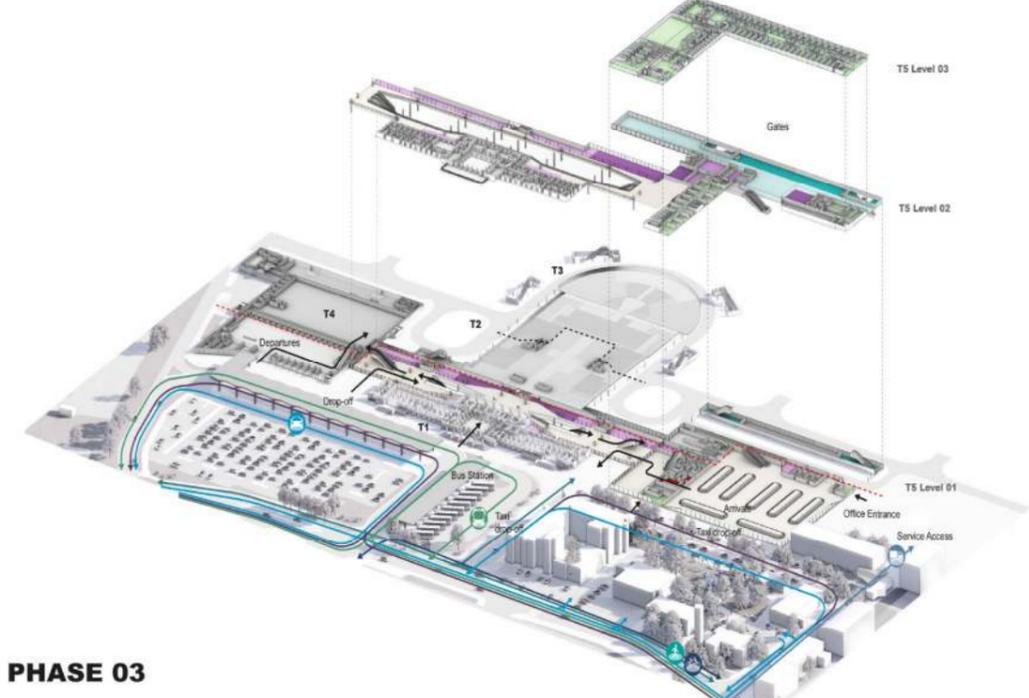
The project maintains a clear and iconic design across all phases



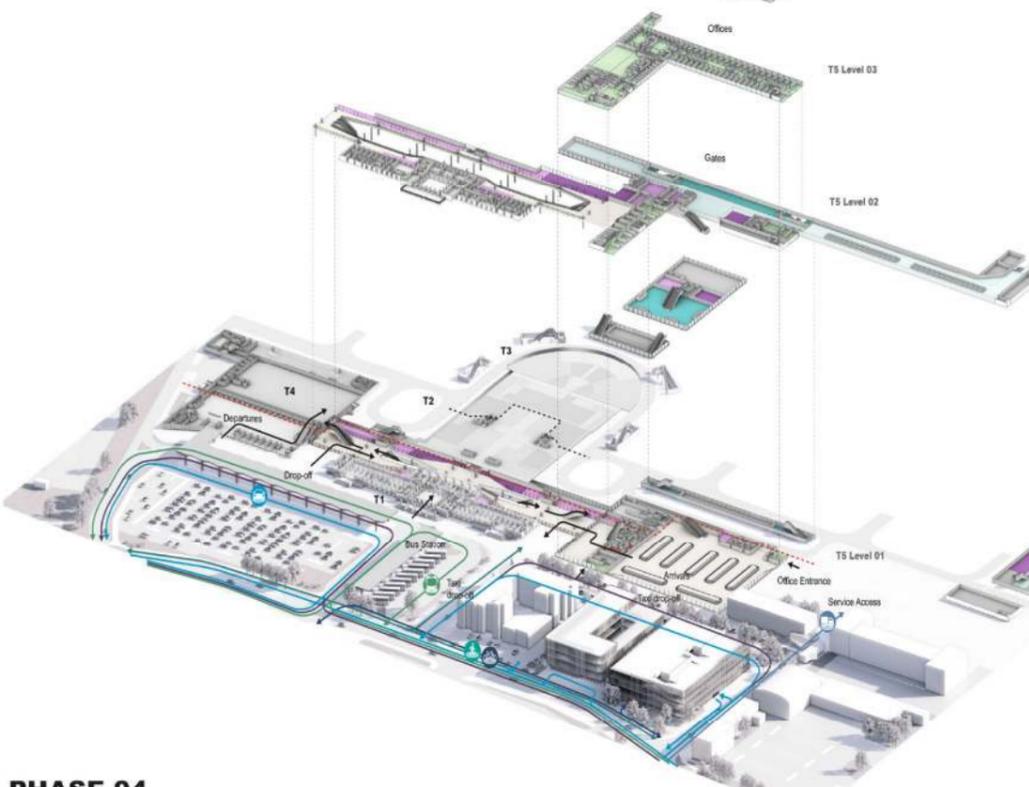
PHASE 01



PHASE 02



PHASE 03



PHASE 04



A DETAILED TECHNICAL SPECIFICATION OF THE PROJECT CALL FOR TENDERS

VNO Passengers Terminal Expansion Project

1. DESCRIPTION OF THE OBJECT OF THE CONTRACT

1.1. CONCEPTS

- 1.1.1. Customer** – JSC Lithuanian Airports.
- 1.1.2. Supplier** – economic operator means a natural person, a private legal person, a public legal person, other organisations and their subdivisions, or a group of such persons, with whom the Customer enters into a Contract.
- 1.1.3. Services** – Design and project development services, consultancy on project development.
- 1.1.4. Contract** – A contract concluded between the Supplier and the Customer in relation to the subject-matter of the Procurement.
- 1.1.5. Architectural proposal** – means an architectural design proposal prepared by the Supplier, expressing the main architectural idea of the Project competition and prepared in accordance with the Project competition Conditions as laid down by the Purchasing Entity.
- 1.1.6. Project competition** – an open Project competition procedure whereby the Purchasing Entity is given the opportunity to purchase the Architectural proposal submitted and selected by the Evaluation Commission.
- 1.1.7. VNO** – Vilnius Airport.
- 1.1.8.** All other terms used in this Detailed Technical Specification for the Project Call for Tender shall have the same meaning as those used in the Project Call for Tender Contract Documents.

1.2. OBJECT OF PROCUREMENT

- 1.2.1. Procurement object** – VNO Passengers Terminal Expansion Project. Design and supervision of the execution of the project of the Architectural proposal selected on the basis of the results of the Project competition. *Unannounced negotiation phase.*

1.3. THE SCOPE OF THE PROCUREMENT

- 1.3.1.** This detailed Technical Specification complements the Technical Specification contained in the Project competition conditions without modifying its provisions or imposing additional requirements.
- 1.3.2.** Scope of design services:
- 1.3.2.1. Part A – Design of Stage 1 of the T5 Arrivals Terminal, transport infrastructure and public space;
- 1.3.2.2. Part B – Design of the Airport Plaza, transport infrastructure and public space;
- 1.3.2.3. Part C – Design for Stage 2 of the T5 Arrival Terminal;
- 1.3.2.4. Part D – Prospective development study for the future development (T6 and T7 terminals, hotel, multi-storey car park).
- 1.3.3.** Project supervision services will cover parts A, B and C of the scope of design services.

2. REQUIREMENTS FOR THE PROCUREMENT OBJECT

2.1. A DESCRIPTION OF THE PROCUREMENT OBJECT, THE OBJECTIVES OF THE PROCUREMENT OBJECT

- 2.1.1.** Subject always to the standard referred to at clause 3.3 of the General Conditions of Contract, the Supplier shall develop the design brief together with the Customer within the initial 2 months of the Design Proposal stage (subject to clauses 10.7 and 10.8 of the General Conditions of Contract). Upon the Contract coming into force, the Customer will provide a bullet point list of the expected design brief content, to be developed by the Supplier approved and signed by the Customer no later than 2 months from contract signature.
- 2.1.2.** The Customer is currently preparing two separate procurement procedures – (1) the design of the baggage system for the arrival terminal T5 and (2) the design of the refurbishment of the administrative building (under the unique No. 1097-0044-5227 in clause 2.13.2 of the Technical Specification of the Project Tender). In view of the above, the Supplier shall **not be required** to estimate in the design scope:
- 2.1.2.1. Baggage system design work. The Supplier will be provided with a baggage scheme to be integrated into the design of the building (Terminal T5); the baggage system design work will be

developed in parallel by others and will be set up on the base of the final Architectural design developed by Supplier, following the coordination between the 2 designers in the initial stages of Design Proposal stage.

- 2.1.2.2. Preparation of a project for the demolition of an administrative building (unique No 1097-0044-5227). Note: demolition of administrative building works will be done separately from the Terminal T5 construction works before Terminal T5 (I stage) construction works will take place.
- 2.1.3. The Customer may, at the detailed design stage, ask the Supplier to implement minor changes (without major impacts to the architectural idea, the passengers flow and the general plan layout) in accordance with the Customer's needs but non-minor changes shall be dealt with under clause 10.3 of the General Conditions of Contract
- 2.1.4. All solutions of the Architectural proposal will have to be adjusted in accordance with the recommendations set out in the Evaluation Jury Protocol (Annex 1. Evaluation Jury Protocol No. 2.1 (Evaluation Jury Protocol No. 2.1)):
 - 2.1.4.1. To develop the area outside, at the exit from the new terminal, expanding green area, applying landscape solutions that would humanize the space.
 - 2.1.4.2. To put in place the servicing and waste management strategy for the commercial area in T1.
 - 2.1.4.3. To consider managing additional demand for parking, having in mind the citizens who would come only to visit the commercial area.
 - 2.1.4.4. To provide improvement of the daylight solutions for the office rooms facing the baggage claim hall.
 - 2.1.4.5. To provide rational solutions for the elimination of snow from the roof.
- 2.1.5. All solutions necessary for aviation safety and security (taxi routes, dimensions and safety distances of aircraft parking areas, service roads, one-way gate locations, radiation arches, etc.) will be coordinated during the detailed design phase. Note: no additional restrictions that were not specified in the Project competition conditions will be applied.
- 2.1.6. Subject to clause 3.3 of the General Conditions of Contract, in all parts, the design of outdoor spaces shall maintain a harmonious relationship with the existing environment.
- 2.1.7. Subject to clause 3.3 of the General Conditions of Contract, all parts of the project must provide accessible facilities for people with special needs, in accordance with the technical building regulations and standards governing the design of buildings to meet the needs of such persons.
- 2.1.8. All parts of the project must have accessible bathrooms for people with special needs. These sanitary facilities shall be designed as type A to allow lateral transfer on both sides for wheelchair users. Access to these facilities shall be planned from the common areas and shall include automatic opening and closing of doors (at the push of a button), both internally and externally.
- 2.1.9. Parent-child rooms shall be provided in all parts of the terminal design. Access to these rooms shall be planned from the common areas and shall be convenient and easy to find.
- 2.1.10. All planned sanitary blocks (both male and female, except for people with special needs) in the terminals shall have one enlarged cubicle with two toilets, one standard size and one for children.
- 2.1.11. Subject to clause 3.3 of the General Conditions of Contract, as part of the design of Part A, space for assistance dogs will need to be provided adjacent to the building in accordance with ISO 21542 *Building construction - Accessibility and usability of the built environment*. A safe area must be provided in the vicinity of the building to keep dogs. The dog rest area shall be at least 3 000 × 4 000 mm and enclosed by a 1 200 mm high secure fence. The entrance gate to the fenced area must be easy to operate and securely locked. The surface should be concrete, smooth and have a slight slope of 3,5 %. A litter bin shall be provided at the entrance. An accessible sign should be displayed in Braille and in large print stating "Assistance dogs only". A tactile guidance surface shall be provided to this area.
- 2.1.12. The Architectural proposal for Part D foresee that passengers arriving via the Non-Schengen Terminal (T6) and wishing to access other terminals will have to travel from Terminal T6 to Terminal T3 via the outside. Given the climatic conditions in Lithuania, this solution is not suitable and subject to clause 3.3 of the General Conditions of Contract, it is therefore necessary to redesign the flow of arriving Non-Schengen passengers at the detailed design stage so that passengers can move from

Terminal T6 to other terminals of the airport through the indoor facilities.

2.1.13. Sustainability solutions, subject to Clause 3.3 of the General Conditions of Contract:

- 2.1.13.1. Buildings and their accesses shall be designed according to the principles of sustainability and environmental friendliness.
- 2.1.13.2. The client has set a target of BREEAM (or equivalent) excellent for all airport buildings from 2026. To this end, an energy modelling analysis is required at the design stage, which will include how to reduce the building's energy consumption and implement the planned sustainability measures, analysing the identified assumptions and passive design techniques.
- 2.1.13.3. The design must also focus on the use of recycled materials, the vision of an efficient building management plan, and an efficient heating and cooling solution.
- 2.1.13.4. The sustainability assessment of buildings will use one of the methodologies such as BREEAM, LEED, the Lithuanian Building Sustainability Rating System (LBSRS) or other methodologies to objectively and transparently determine the level of sustainability of sites and buildings and to publicly declare the level of sustainable design and construction. BREEAM or equivalent level is expected to be good, preferably – very good or higher.

2.2. THE WORK TO BE CARRIED OUT BY THE SUPPLIER TO PREPARE THE PROJECT:

2.2.1. The work to be carried out by the supplier for the preparation of the design proposals (DPs) for Parts A, B and C and for obtaining the construction permit document (CPD), subject always to clause 3.3 of the General Conditions of Contract:

- 2.2.1.1. Initial consultations with the Customer to clarify a more complete vision of the design brief.
- 2.2.1.2. Carrying out the studies, tests, inspections, analyses and measurements needed to prepare the project, obtaining / revising the design conditions from all responsible authorities;
- 2.2.1.3. Preparation of the project in compliance with all the requirements according to STR 1.04.04:2017 “Design of the building, design expertise”;
- 2.2.1.4. Preparation and coordination of project design proposals with the relevant authorities and the Customer. The coordination also includes the publicity of the project proposals (to the public) and all works / actions related to the publicity procedures, including the preparation of the stand layout, the preparation of the report on the publicity of the project proposals, and other works directly related to the publicity;
- 2.2.1.5. As the position of the proposed buildings is within the aerodrome, all design solutions must comply with ICAO and IATA mandatory requirements and recommendations;
- 2.2.1.6. The Supplier is required to assess and include in the scope of work the preparation of the screening of the environmental impact assessment of the planned activity (if required), the preparation of the environmental impact assessment documents, the supervision of the progress of the process, and the representation of the Supplier before governmental authorities on all issues related to the EIA (Environmental Impact Assessment). The supplier must carry out all mandatory EIA procedures and obtain a positive decision on the permissibility of the activity, if this is mandatory. Failure to obtain a positive decision on the permissibility of the activity, due to actions that the Supplier was required but failed to perform, shall be accepted as an error by the Supplier, resulting in the correction of incorrect solutions with the Supplier’s resource. . The Employer will not grant any additional budget or time extension for the Supplier’s erroneous solutions and their correction. The Supplier shall submit to the Employer with the final documentation the environmental impact assessment screening together with the screening conclusion;
- 2.2.1.7. The Customer shall provide a topographical plan at the time of purchase and the Supplier shall be required to evaluate the information provided. Notwithstanding the submitted topographic plan, the Supplier shall be obliged to evaluate and carry out the necessary topographic surveys in accordance with the requirements of the Technical Requirements Regulation GKTR 2.11.03:2014 “Set of Topographic Spatial Objects and Contractual Marks for Topographic Spatial Objects”, and to carry out the necessary volume of topographic surveys (drawing up of the topographic plans) required to prepare the construction solutions. The Supplier shall prepare a topographical plan to the extent necessary for the design services to be provided in accordance with this assignment.

- The resulting topographic plan must be drawn up and agreed with the interested parties and approved in accordance with the statutory procedure;
- 2.2.1.8. Carry out engineering geological investigations: in accordance with the requirements of STR 1.04.02:2011 “Engineering Geological and Geotechnical Investigations”, the developer shall carry out detailed engineering geological (geotechnical) investigations for the preparation of construction decisions. The Supplier is obliged to organise (carry out) the geological, hydrogeological, geophysical, geomechanical, geodynamic and other ground investigations necessary for the implementation of the projects, and to draw up (in accordance with the procedure laid down by the legislation) the investigation reports. The list, scope and number of tests shall be determined by the Supplier taking into account the scope and content of this specification and the requirements of the legislation. The Supplier shall employ specialists authorised, licensed and qualified to carry out the subsurface investigations;
- 2.2.1.9. Obtain all necessary design / connection conditions and design the solutions specified in these conditions. The Supplier shall organise the obtaining of special requirements (if necessary), design / connection and other conditions necessary for the design (preparation of application forms on behalf of the builder, submission of application forms for the builder's signature, submission of applications to the State and the authorities issuing the conditions, collection of the prepared requirements and conditions);
- 2.2.1.10. To receive coordination / approval of the prepared project from the representatives of JSC Lithuanian Airports and other interested institutions and persons in accordance with the procedure provided for by the legislation; When a feedback is required by JSC Lithuanian Airports or the Customer, the feedback has to be provided to the supplier no later than 10 working days from when the request is submitted. In case feedback is required from third parties, the timeframe will be agreed between Customer and supplier case by case
- 2.2.1.11. To submit the full-scale project to the Customer in accordance with the procedure established by the legislation, after it has been prepared and coordinated / approved with all interested institutions (stakeholders) (including, but not limited to, JSC Lithuanian Airports, Transport Competence Agencies of AB Oro navigacija and other interested institutions and persons). Upon approval of the Project by the Customer, the Supplier shall be obliged to submit the Project documents for obtaining a building permit;
- 2.2.1.12. Obtaining a building permit (uploading to the Infostatyba information system is included in the task). At this stage, the Supplier shall prepare, in accordance with the statutory procedure, all the project documentation required for obtaining the building permit. If the building permit is not granted for reasons directly imputable to the Supplier responsibility or actions, and the design has to be modified, the design costs shall be borne by the Supplier.
- 2.2.1.13. After obtaining the building permit and after approval of the design proposals by the Customer, the Designer shall submit to the Customer complete copies of the design proposals on computer media (the computer media shall consist of the signed files in .pdf format and the original files and drawings of the project (.docx, .xlsx, .dwg, etc.). Copies of the drafts (.pdf) shall be saved on computer media, with a minimum resolution requirement of 200 dpi. The drawings on the computer media shall be in DWG and PDF formats; After submitting digital copies of the design proposals, if requested by the Customer, the Supplier shall provide a paper copy of the design proposals no later than 10 working days thereafter;
- 2.2.1.14. The Supplier shall take into account obtaining all the source data necessary to carry out the task described above, as well as any other authorisations or approvals that may be needed throughout the entire provision of design services.
- 2.2.2. The work to be carried out by the Supplier for the preparation of the Technical Work Project (TWP) for Parts A, B and C, subject always to clause 3.3 of the General Conditions of Contract:**
- 2.2.2.1. Carrying out surveys, topographical plans, tests, inspections, analyses and measurements required for project preparation;
- 2.2.2.2. Preparation, coordination and formalisation of the Building Design. The Supplier shall prepare the

design in accordance with this assignment and STR 1.04.04:2017 “Design of the building, design examination”. The design shall be coordinated and approved in accordance with the procedure laid down by the legislation;

- 2.2.2.3. The design of the building shall be carried out by continuing and detailing the requirements of the design proposals, specifying products, revising drawings, revising the explanatory note and fulfilling all the requirements for the composition of a technical work project. The scope of the detailed design shall also include the preparation of tender sheets (Bills of Quantities (BOQ) in .xlsx format) for each of the components of the Project;
- 2.2.2.4. The technical specifications shall describe the products in such a way that the Supplier is able to provide, at the request of the Customer, at least three (3) manufacturers who supply materials complying with the technical specification;
- 2.2.2.5. If the engineering networks are to be designed on public land, the Supplier will have to obtain the consent of the National Land Office for the works on public land (upload to the “Geoportales” information system);
- 2.2.2.6. Submit the Technical Work Project to the Customer for expert examination, in agreement with all relevant authorities. After the Customer approves the design solutions (ideally within 5, with a maximum of 10 working days), the Supplier shall submit the full design to the Design Examination Contractor (the Design Examination Contractor shall be organized by the Employer). The Design Examination Contractor shall carry out the initial expert examination of the Design project within a maximum of 15 working days after the Supplier has submitted a full-scale design agreed with all interested parties. If the Expert Examination feedback is not provided within 15 working days, Clause 10.7.1 of the General Conditions shall apply. Following receipt of the expert’s mandatory comments, the design must be corrected within 10 working days and a positive expert’s conclusion must be obtained following approval of the design by the Customer; If a longer period of time is objectively required for clarification, the Supplier must agree on the extended period with the Customer; however, it cannot exceed 3 weeks, unless approvals or actions from external parties are involved whose timing is not in the supplier's control.
- 2.2.2.7. Upon receipt of a positive expert examination report, the Supplier shall submit to the Customer a copy of the complete Project on computer media (the computer media shall consist of signed files in .pdf format and all Project files and drawings (.docx, .xlsx, .dwg, etc.) in original form). Copies of the Project (.pdf) shall be included on the computer storage medium, with a minimum resolution requirement of 200 dpi. The drawings on the computer media shall be in DWG and PDF formats. After submitting digital copies of the Project, if requested by the Customer, the Supplier shall provide a paper copy of the Project no later than 10 working days thereafter;
- 2.2.2.8. Once the Project and all accompanying documentation have been prepared, the Customer will proceed with the procurement of the construction works envisaged in the Project. The services to be provided at this stage are as follows – Preparation of Bills of Quantities (BOQ) (in .xlsx format): The Project shall be used as a basis for the preparation of BOQ for the construction works in accordance with the requirements of the Customer.

2.3. PROJECT COMPOSITION:

2.3.1. The design proposals (DPs) for Parts A, B and C consist of textual and graphical parts and the scope is defined but not limited to, subject always to clause 3.3 of the General Conditions of Contract:

- 2.3.1.1. A text section (explanatory memorandum) setting out the general details of the solutions, justifying and explaining the design solutions developed. The main reasons justifying the design solutions, the technical data and / or indicators required. The text will not contain technical specifications and batched bills of quantities, but will indicate the main requirements for construction and finishing materials and equipment;
- 2.3.1.2. The graphical part (drawings) consists of principle functional schemes showing the main design solutions:
 - A scheme showing the layout of the building on the site;

- The general and technical characteristics of the structure shall be given;
 - A traffic and pedestrian flow (existing and foreseeable future movement) scheme adapted to the existing infrastructure ;
 - The optimal layout of the building’s accesses shall be presented;
 - Exterior visualisations including existing environment.
- 2.3.1.3. The above description of the scope of the design proposal is preliminary, the exact scope of work will be agreed during the preparation of the design proposal, the description is intended to understand the expectations of the Customer. The scope of the design proposal shall comply with the requirements of the legislative changes that came into force on 1 November 2024;
- 2.3.1.4. Among the essential requirements for the preparation of design proposals are a high quality of service, professionalism and accuracy, the fulfilment of the Customer’s assignment and other necessary conditions, and an appropriate timeframe for the work. The quality of the services shall comply with the requirements set out in Project competition documentation, this Technical Specification and in the Contract, as well as with established practice and the standards of the profession concerned in the event that it is not possible to identify specific requirements.
- 2.3.1.5. The Supplier must assess the quality of the submitted documentation and plan for its updating, supplementation, or removal of certain documents (authorizations will be provided), as required to fully complete the task described in the technical specification.
- 2.3.2. Composition of the Technical Work Project (TWP) for Parts A, B and C, subject to clause 3.3 of the General Conditions of Contract:**
- 2.3.2.1. Minimum content of the technical work project – General part (GP), Site plan, communication (SP, C), Electrical (E, can be subdivided according to electrical groups e.g. street lighting, building interior electrical, power grids, outdoor electrical, etc.), Structural Architecture (SA), Construction part (CP), technology part (T), heat generation and transformation (CHP) (the Supplier decides on the share of CHP on a site-by-site basis, according to demand and site specificities), outdoor water and wastewater disposal (OWW), Domestic water supply and waste water disposal (DW), heating ventilation and air conditioning (HVAC), Heat supply (HS) (the Supplier decides on the proportion of HS on a site-by-site basis, according to demand and site specificity), electronic communications (EC, which can be subdivided according to groups of electronic communications, outdoor electronic communications, indoor electronic communications, etc.), security alarm (SA), access control (AC), video surveillance (VS), fire detection and signalling (FDS), evacuation sound system (ESS) (The ESS part shall be decided by the Supplier on a site-by-site basis, according to the need and the specificity of the site), process control and automation (PCA), fire safety (FS), stationary fire extinguishing system (SFES) (the SFES component shall be decided by the Supplier on a site-by-site basis, according to the need and the specificity of the site), pre-construction and construction management (CM), Interior (SI). However, the Supplier, as a professional in its field, can anticipate the need for additional parts. The Supplier must include the additional parts in the total price of the procurement. If additional parts are added during the design process - that are known at the time of contract signature or required by the local regulation - they will not be subject to additional payment.
- 2.3.2.2. The above Technical Work Project (TWP) is a preliminary draft, the exact scope of work will be agreed during the project preparation, the description is intended to understand the Customer’s expectations. The scope of the TWP shall comply with the requirements for the TWP and its composition, as required by the legislative changes that came into force on 1 November 2024. Note: The Customer will not request the submission of additional project parts that are not required by the construction technical regulations, unless the Supplier identifies them as necessary for the implementation of the Project. The supplier will have to compile a list of projects parts to be submitted, to be reviewed and confirmed by the Customer before the TWP starts.
- 2.3.3.** High quality, professionalism and accuracy of Service, fulfilment of the Customer’s assignment and other necessary conditions, and an adequate timeframe for completion of the work are among the essential requirements for the preparation of the Project and the supervision of the Project. The quality

of the services shall be in accordance with the requirements set out in Project competition documents, this Technical Specification and in the Contract, as well as in accordance with established practice and the standards of the relevant profession in the event that it is not possible to identify specific requirements.

- 2.3.4.** The Supplier must assess the quality of the submitted documentation and plan for its updating, supplementation, or removal of certain documents (authorizations will be provided), as necessary to fully complete the task described in the technical specification.

2.4. CUSTOMER'S REQUIREMENTS FOR THE DEVELOPMENT OF A BUILDING INFORMATION MODEL (BIM):

- 2.4.1.** Detailed tasks for designing in a BIM environment and for the BIM coordinator are given in Annex 2 "Customer's requirements for the development of a Building Information Model (BIM)", only the essential principles are described in this Technical Specification. Only Parts A, B and C of the project shall be designed in the BIM environment.

3. PERFORMANCE OF OBLIGATIONS

3.1. PLACE OF PERFORMANCE

- Vilnius Airport, Rodūnios k. 2, Vilnius

3.2. PROCEDURES AND TIME LIMITS FOR EXECUTION

- 3.2.1.** The services are divided into 5 lots, as specified in the Project competition conditions:
- 3.2.1.1. Part A – Design of stage 1 of the T5 Arrivals Terminal, transport infrastructure and public space;
 - 3.2.1.2. Part B – Design of the Airport Plaza, transport infrastructure and public space;
 - 3.2.1.3. Part C – Solutions for stage 2 of the T5 Arrival Terminal;
 - 3.2.1.4. Part D – Prospective development study for the prospective development (T6, T7 terminals, hotel, multi-storey car park).
 - 3.2.1.5. Supervision of implementation of the designs of Parts A, B and C.
- 3.2.2. The Part A design services** shall commence immediately upon entry into force of the Contract and subject to clauses 10.7 and 10.8 of the General Conditions of Contract, shall be completed within **18 months**:
- 3.2.2.1. Preparation of design proposals – within **8 months** from the date of entry into force of the contract (including receipt of the construction permit document (CPD));
 - 3.2.2.2. Preparation of the technical work project – within **10 months** from the date of receipt of the CPD (including the positive conclusion of the project expertise).
- 3.2.3.** If the CPD for Part A is received earlier than 8 months from the date of entry into force of the Contract, the total duration for the provision of the services (as set out in Clause 3.2.2) shall be proportionally shortened by the period by which the CPD was received earlier.
- 3.2.4. The Part B and Part C design services** shall be delivered together (within the same submission package and procedures), shall commence upon the submission of a separate order by the Customer and subject to clauses 10.7 and 10.8 of the General Conditions of Contract, shall be completed within **18 months (the order shall be submitted no later than 6 months from the date of signature of the Contract)**:
- 3.2.4.1. Preparation of design proposals within **6 months** from the date of order (including receipt of the construction permit document (CPD));
 - 3.2.4.2. Preparation of the technical work project – within **12 months** from the date of receipt of the CPD (including the positive conclusion of the project expertise).
- 3.2.5. The Part D design services** shall commence upon the submission of a separate order by the Customer and subject to clauses 10.7 and 10.8 of the General Conditions of Contract shall be completed within **3 months** (the order shall be submitted no later than 10 months from the date of signature of the Contract).
- 3.2.6. The project supervision services for Parts A, B and C** start at the start of construction and continue throughout the construction period.

- 3.2.7. The Supplier shall submit a detailed project development schedule of the Part A no later than within 20 (twenty) working days from the date of entry into force of the Contract.** (the stages and timelines for the preparation of the Part A project set in the clauses 3.2.2.1–3.2.2.2 and in the Suppliers provided schedule may be adjusted by mutual agreement between the Customer and the Supplier, but the overall timeframe for the preparation of the Part A project shall not exceed that specified in the Contract).
- 3.2.8. The Supplier shall submit a detailed project development schedule of the Part B and Part C no later than within 20 (twenty) working days from the date of placement of the Order.** (the stages and time limits for the preparation of the design set in the clauses 3.2.4.1–3.2.4.2 and in the Suppliers provided schedule may be adjusted by mutual agreement between the Customer and the Supplier, but the total time limit for the preparation of Part B of the design shall not exceed the time limit specified in the Contract).
- 3.2.9.** Services shall be provided within the specified time limits and may be extended only where the terms of the contract so allow and the cause of the delay was beyond the control of the Supplier.
- 3.2.10. Advice on contract procurement.** During the construction works procurement process, the Supplier shall be required to provide any clarifications relating to the clarification of the design solutions that may be asked by the participants. The clarifications shall be provided in writing within a maximum of 3 working days. If a longer period of time is objectively required for the clarification (such as for the preparation of additional drawings), the Supplier must agree it with the Customer. All clarifications, explanations and corrections of errors shall be gratuitous.
- 3.2.11. Project supervision.** According to the prepared design, it is mandatory to provide construction design supervision services during the construction of the Project. A Project Supervisor and a Supervisor(s) of the part of the Project, whose functions include supervising the implementation of the Project during construction, must be assigned. The content and functions of the services to be provided are set out in STR 1.06.01:2016 “Construction Works. Supervision of the Construction of a Building”. In the event that during the implementation of the Project it becomes apparent that there is a need to adjust the Project due to reasons or mistakes directly imputable to the Supplier responsibility, the Supplier shall be liable for all costs related to re-design the necessary project parts. There will be no additional charge for rectifying deficiencies in the Project during construction. The Supplier (the entity that will supervise the execution of the Project) shall, at least 10 days (or such other time as agreed with the Customer), provide the Customer with the latest version of the Design, i.e. the newly submitted Design, and documented in accordance with any changes to the Design that have been made to the Design during the execution of the Project. This Project must be submitted in 1 (one) digital copy (on CD-ROM or other electronic medium) (text documents in .pdf format, drawings in .dwg and .pdf formats). Each individual document submitted in digital form must have a specific title that corresponds to the purpose and substance of the document. After submitting digital copies of the Project, if requested by the Customer, the Supplier shall provide a paper copy of the Project no later than 10 working days thereafter.
- 3.2.12. Revision of the technical work project in line with changes in the actual solutions during the contracting works.** Once the Contract Works have been completed and the Supplier is aware of any changes that have been adopted in the scope of work, the Supplier will be obliged to update the technical work project with a new release in accordance with the actual solutions of the works carried out.
- 3.2.13. The Customer undertakes:**
- 3.2.13.1. To allow the Supplier access to the airport site during the design process by agreeing in advance the date, time and list of people entering the site;
- 3.2.13.2. To carry out, at their own expense, an expert examination of the technical work project.

3.3. THE DOCUMENTS THAT MUST BE FOLLOWED WHEN PROVIDING DESIGN SERVICES, SUBJECT TO CLAUSE 3.3 OF THE GENERAL CONDITIONS OF CONTRACT:

- 3.3.1.** Law on Construction of the Republic of Lithuania;
- 3.3.2.** Building Technical Regulation STR 1.04.04:2017 “Building Design, Project Expertise”;

- 3.3.3. Building Technical Regulation STR 1.01.03:2017 “Classification of buildings”;
- 3.3.4. Building Technical Regulation STR 1.03.01:2016 “Building analysis. Building Accident”;
- 3.3.5. Building Technical Regulation STR 1.01.08:2002 “Types of building construction”;
- 3.3.6. Building Technical Regulation STR 1.02.01:2017 “Description of the procedure for the certification and recognition of the right to participate in construction”;
- 3.3.7. Building Technical Regulation STR 1.05.01:2017 “Building permits. Completion of construction. Suspension of construction. Removal of the consequences of unauthorised construction. Remediating the consequences of construction under an illegally issued building permit”;
- 3.3.8. Special Requirements for the Design, Construction and Use of Civil Aerodromes of the Republic of Lithuania;
- 3.3.9. Annexes to the International Civil Aviation Convention;
- 3.3.10. International Civil Aviation Organisation ICAO documents;
- 3.3.11. Other laws and regulations in force in Lithuania and the EU - regulations that must be followed during project preparation.

4. ANNEXES

- 4.1. Annex 1. Evaluation Committee Protocol No. 2.1.
- 4.2. Annex 2. Customer requirements for the development of a Building Information Model (BIM).

5. ENVIRONMENTAL REQUIREMENTS

- 5.1. Subject to clause 3.3 of the General Conditions of Contract, the Supplier shall perform the services so that the construction materials used in the Project comply with the minimum environmental protection criteria specified in Chapter XIII “Construction Materials” of the Procedure for the Application of Environmental Protection Criteria in Green Public Procurement, approved by Order No. D1-508 of the Minister of Environment of the Republic of Lithuania of 28 June 2011, as amended and effective from 31 January 2025.

OPEN ARCHITECTURAL DESIGN COMPETITION FOR THE ARRIVALS TERMINAL OF VILNIUS AIRPORT

EVALUATION JURY PROTOCOL NO. 2.1

25rd of April, 2025

Vilnius

Members of the Evaluation jury:

1. Arnas Dūmanas, Chair of the Jury
2. Laura Kairienė, Jury Member
3. Mariia Grachova, Jury Member
4. Tom Holtmann, Jury Member
5. Valdas Stropus, Jury Member
6. Rolandas Palekas, Alternate Jury Member

Secretary: Rūta Leitanaite

Evaluation Jury Secretary: Rūta Leitanaite

Evaluation Jury Chair: Arnas Dūmanas

1st place. (50 000 Eur prize)

Motto	Visualization
00XVLN	

EVALUATION OF PROJECT PROPOSALS ACCORDING TO EVALUATION CRITERIA	
EVALUATION CRITERIA	EVALUATION
T1 – Quality of the architectural idea	<p>The proposal is very professional and well elaborated. It's a monumental, but not extravagant architectural gesture with a strong language which is tested by time. It blends well with the existing airport buildings. An evident coherence with the architectural language of the departures terminal T4 is achieved.</p> <p>The entry has a <i>wow!</i> factor, which, in one hand, serves well for creating a distinguishing identity of the new terminal, on the other hand – could be slightly reduced as being a part of the whole, and not a stand-alone building in no context. It looks robust and versatile, and buildable in many ways (using different construction strategies and materials).</p> <p>The idea is original, and typology suits the airport terminal typology, inside allowing more than double height space in the baggage hall to happen.</p> <p>The interior space is generous and attractive. The authors managed to create abundant light indoors, managing opaque and transparent elements of the roof smartly. The finishing of the interior is obviously a decoration (not a structure), but still suggests cosy and welcoming atmosphere.</p> <p>However, the space the passengers face when exiting the terminal, lacks attractiveness – it is recommended to develop the area expanding green area, applying landscape solutions that would humanize the space. It could be achieved minimizing the unnecessary number of bus stops and dedicating the leftover space to expand the public space.</p>
T2 – Functionality	Functional layout is logical and rational. It's a very detailed entry,

and rationality

demonstrating that the authors have a deep knowledge on how an airport works and what is the aim of LTOU.

The project features a clearly organized baggage claim area and a well-designed passenger flow, both spatially and functionally.

Schengen, non-Schengen, and transfer passenger flows are appropriately separated, with a clear distinction between sterile and non-controlled zones.

The baggage system largely meets all requirements, though additional attention should be given to the security of baggage handover points.

While the building height complies with specifications, the visuals do not allow for a full assessment of aircraft pushback areas, taxiway layouts, or service road dimensions.

Office spaces are logically planned, and circulation solutions meet requirements.

Commercial zones are abundant—while some locations are less attractive (e.g., the landside café on the second floor or retail spaces near baggage claim), the quantity of spaces provides flexibility for functional adjustments.

The hotel and parking are thoroughly planned, featuring a south-facing terrace, an internal courtyard, and well-integrated functional connections.

The authors use the connection between the arrival and the plaza, which would be beneficial for the airport commercially. The building of the T1 is dedicated to commercial use which could attract more clients that are not necessarily travellers.

The service transport for the commercial area in T1 could be easily organized next to the baggage handling in the basement, thus creating a service tunnel with a cargo lift.

Urban mobility hub in the proposal is strengthened by placing Rail Baltica entrance at Plaza. Thus, the arrival exit at plaza is based on Rail Baltica and retail, but taxi, private cars access works better in phase 1, as the link works faster.

A solution of temporary arrival hall in the Phase 1 is very rational and unique. The proposal also has a potential to develop a major baggage system, if the need for transatlantic flights emerges in the future.

Office layout is planned quite rationally in terms of evacuation staircases. But there is a big challenge with the daylight in the coworking and office rooms facing the baggage claim hall. Following this issue, arriving passengers' discretion might be an issue to solve.

	<p>The terminal design is buildable, using economic standard construction. The roof solution is also simple, 45 degrees slope with minor glass openings is easy to manage. However, a question of elimination of snow from the roof is to be solved. The entry pays attention to sustainability (re-use of concrete, rainwater collection).</p> <p>Phasing is planned, but full architectural vision is only finished when the tower is demolished at phase 3.</p> <p>Roof terrace is planned with a direct entrance from the plaza. Which is a rational solution and added comfort.</p>
T3 – User experience	<p>The passengers flows are logical, the majority of flow being planned at upper level, leaving ground floor for accessing the bus transfer for Schengen passengers and airside traffic. The connection with the Rail Baltica terminal is comfortable and logical. Passenger flow is directed through the central plaza, which helps activate the space and creates stronger synergy between functional zones.</p> <p>The project identifies what's needed to redo in the existing terminal before building, to establish fluent flows, and the decision seems rational.</p> <p>For the staff convenience few smart design solutions were made. e.g. The terminal 5, at GF is divided by baggage carousel background between Baggage hall and departure halls.</p> <p>Office spaces are logically and functionally arranged, with dedicated private offices and shared spaces.</p>
Recommendations	<p>To develop the area outside, at the exit from the new terminal, expanding green area, applying landscape solutions that would humanize the space.</p> <p>To put in place the servicing and waste management strategy for the commercial area in T1.</p> <p>To consider managing additional demand for parking, having in mind the citizens who would come only to visit the commercial area.</p> <p>To provide improvement of the daylight solutions for the office rooms facing the baggage claim hall.</p> <p>To provide rational solutions for the elimination of snow from the roof.</p>

CUSTOMER REQUIREMENTS FOR THE DEVELOPMENT OF A BUILDING INFORMATION MODEL (BIM)

0. INTRODUCTION

- 0.1. Customers Information Requirements (hereinafter referred to as CIR) is a document describing the requirements of the Customer for the life cycle of a building (planning, design, construction and use), using Building Information Modelling (hereinafter referred to as BIM), taking into account the applicable requirements of the legislation of the Republic of Lithuania, the needs of the Customer, as well as the specifics of the building.
- 0.2. This document sets out the requirements of the Customer for the design stage S.3 Preparation of the technical work project. The Supplier shall use the standard referred to in clause 3.3 of the General Conditions to comply with the requirements of this document.
- 0.3. The model developed in the project stage “S.3 Preparation of the technical work project” will be used in the next procurement to prepare the other project stages: S.4 Construction and S.5 Completion (see Annex A, Table 1 of this document (CIR) for the stages).

1. GENERAL PART

- 1.1. BIM is applied throughout the entire building lifecycle (BLC): planning, design, construction and use. Therefore, the modelling shall provide for the geometry and attribute information of the required systems and elements to be progressively and consistently developed in the building information model, including: classification of systems and elements, location in the model, names, numbering, material, properties, fire requirements, specific requirements, and any other necessary design information to be included in the design and to be retained for further use during the construction and (exploitation) stage.
- 1.2. The model geometry and attribute information detail requirements for each stage of the project and for each individual part of the project shall be agreed with the Customer separately in the BIM Execution Plan (BEP) prior to the commencement of each stage.
- 1.3. Drawings, plans, sections, schedules and other documentation required for the project must be generated from and integral to the BIM model. If changes are made to the BIM model, it shall be possible to automatically re-generate drawings and manage all other documentation.
- 1.4. The following sequence is mandatory for the development of the Building Information Model (BIM) at each stage of the project (the following sub-items refer to the sequence of the development of the project and are not intended to be detailed or interpreted individually, and the terms "the need for a coordinated scope of deliverables", "miscellaneous" refer to all the calculations, analyses and other activities related to the preparation of a Technical Work Project. For example, at a certain stage of project development, calculations are made for structures, pipeline flow calculations, etc. The exact calculations and analyses to be carried out shall be specified by the Project Manager of the Technical Work Project or as defined by the Building Law, Building Regulations, etc.):
 - 1.4.1. Before starting the development of the relevant part of the building design, the scope, detail and 3D geometric part of the model must be agreed with the Customer, with all the information being specified in the BEP (BIM implementation plan).
 - 1.4.2. Information of the required volume and detail / accuracy is inputted and / or linked into the model;
 - 1.4.3. Various calculations and analyses of the aligned volumes, resolving incompatibilities and implementing other BIM applications;
 - 1.4.4. Project documentation is prepared based on the need for deliverables within an agreed scope.
 - 1.4.5. All parts of the BIM model (communication, architecture, engineering systems, etc. in accordance with the applicable STR requirements and the design brief

approved by the Customer) of the agreed scope and detail shall be provided to the Customer in the same Lithuanian coordinate system (LKS-94).

- 1.5. The BIM model shall not contain any unauthorised intersections when delivered to the Customer. Unauthorised intersections of interconnecting elements shall be foreseen by designer of the technical work project – the Project Manager, taking into account the Construction Law, the Technical Regulation on Construction and other legal acts regulating the construction process. The Technical Work Project Manager, shall identify unacceptable intersections between elements in the BIM Execution Plan (BEP). The Customer may also identify and comment on unacceptable intersections between elements in the BIM Execution Plan, if required. The building information models shall be appropriately subdivided into spaces, systems, elements, etc.
- 1.6. It shall be possible for the Customer to view and monitor the entire Building Information Model during the BIM execution period; In case necessary the supplier will share an IFC model upon request.
- 1.7. Project team meetings are organised at least weekly. The results of the BIM model development shall be presented at each meeting unless otherwise agreed in advance with the Customer;
- 1.8. The BIM Coordinator appointed by the Supplier shall ensure that the Conflict Check Report is submitted to the Customer at least once every 2 weeks. The format of the report shall be agreed with the Customer during the preparation of the BIM Execution Plan (BEP).
- 1.9. The BIM Coordinator appointed by the Supplier shall ensure that the schedule of work / design is updated and submitted to the Customer at least once a month. The format of the report shall be agreed with the Customer during the preparation of the BIM Execution Plan (BEP).
- 1.10. The Supplier shall provide, free of charge, at least 5 licences (if payable) to members of the Customer’s team for access to model geometry, attribute information and documentation through a harmonised CDE environment at all stages of the project. CDE (Common Data Environment) is a single data environment. A Common Data Environment (CDE) is a central repository (cloud-based) for information about a construction project, such as the project documentation, the graphical model and the non-graphical descriptions (texts, descriptions, protocols, cost sheets, etc.). The aim is that the use of a single source of information will improve co-operation between members of the project team (Supplier, Customer), reduce errors and avoid duplication of information;
- 1.11. The Supplier shall provide training for the Customer’s assigned employees to work in the CDE environment.

2. REQUIREMENTS FOR THE START OF BIM DEVELOPMENT. STAGES AND PROCESSES IN BIM DEVELOPMENT

- 2.1. The Supplier must appoint a BIM coordinator(s) for the site by informing the Customer in writing prior to signing the contract.
- 2.2. Prior to commencement of model development, the BIM Coordinator shall prepare a BIM Execution Plan (BEP) for the entire project, taking into account all the Customer’s BIM requirements as set out later in this document, and agreeing with the Customer.
- 2.3. The BIM Execution Plan (BEP) needs to be updated and supplemented and detailed at the start of each stage of the project. It shall be completed and updated as necessary during the course of the project.

3. LOCAL PROJECT COORDINATION

- 3.1. The BIM model in the working environment can be modelled in coordinate systems chosen by the project team, but for the coordination of the BIM model it must be represented in the LKS-94 coordinate system), taking into account the orientation of the model in the direction of world countries.
- 3.2. Below is the project’s local coordination table:

Table 3.1. Local project coordination.

Position title	Meaning
Address	Enter the address of the object

Project 0,0,0 point coordination point	E.g. Intersection of axis network A - 1 - Level 1. 1 High floor
The geographical X, Y and Z coordinates of the BIM model's zero-point coordinate location and the orientation of the model in the cardinal direction. It is recommended that the coordinates of the LKS system be provided.	E.g.: 60000000,00 - 50000000,00 - 150,00 / A-axis orientation: 121.00 degrees
File for coordination	Project catalogue ://axis.dwg

4. CUSTOMER'S REQUIREMENTS FOR BIM APPLICATIONS

- 4.1. For each BIM application, the Supplier shall provide the names and versions of the legal BIM software (systems) to be used, or specific other software (systems) necessary for the design functions (e.g. NRGPro3 or NRGsert, developed by the SPSC, which are mandatory in Lithuania for the assessment of energy efficiency and for the assessment of the certificate).

5. LEVELS OF MODEL DEVELOPMENT

- 5.1. At the beginning of each stage of the project, for each application (or multiple applications), the BIM Coordinator shall develop and agree with the project team and the Customer a BIM delivery plan detailing the requirements for geometry and Levels of Development (LOD) of the attribute information for each system and element of the BIM model, and agreeing on which employees will create and deliver these elements to the BIM Coordinator with which software.
- 5.2. In order to deploy the developed BIM model in service life, the BIM execution plan (BEP) must coordinate the level of development (LOD and LOI) of the model to allow the model to be deployed in service life, so the representation of the elements in the different parts of the project should be at least as high as:

Parts of the design proposal (PP stadija):	LOD (geometric detail of the element)	LOI (information detail of the element)
General part	No BIM is being developed	
Site layout (site plan - SP)	LOD 200	To be specified in the attribute information: Element name, type and material
Architectural part (SA)	LOD 200	To be specified in the attribute information: Element name, type and material

Parts of the technical work project (TDP stadija):	LOD (geometric detail of the element)	LOI (information detail of the element)
General part	No BIM is being developed	
Site layout (site plan - SP)	LOD 200	To be specified in the attribute information: As per Annex B (when and if applicable)
Architectural part (SA)	LOD 300	To be specified in the attribute information:
Structural part (SK)	LOD 350	

		As per Annex B (when and if applicable)
Interior and technological parts (SI and T)	LOD 300	To be specified in the attribute information: As per Annex B (when and if applicable)
Water supply and sewage disposal part (V; N)	LOD 300	To be specified in the attribute information: As per Annex B (when and if applicable)
Heating, ventilation and air conditioning parts (Š, VE, OK)		
Heat production and transformation (TŠ, ŠT)		
Electrical engineering (E)	LOD 300	To be specified in the attribute information: As per Annex B (when and if applicable)
Electronic communications (telecommunications) part (ER)		
Stationary fire suppression system (SGGS)		
Fire alarms (GSS)		
Security alarms (AS)		
Process control and automation part (PVA)		
Fire safety (GS)		
Access control part (IK)		
Evacuation sound component (IG)		

**If additional project part models are required, their level of detail should not exceed LOD 350*

- 5.3. There is no need for excessive detail in the model, so the detail of the graphical (LOD) and informational (LOI) elements of the Project should be agreed during the preparation of the BEP.
- 5.4. For the Construction Costing (CC) part, the element quantities must be generated from the Building Information Model;
- 5.5. The concept of volumetric object defines (implies) that it is not necessary to detail the realistic forms of an element (e.g. a bench, a smoker, etc.). The dimensions of the element must be precise and must be coordinated (set) to realistic coordinates.
- 5.6. The LOD abbreviation refers to the Level of Detail (LOD) of an element (for a more detailed definition of LOD, please refer to the document “LEVELS OF DETAIL FOR BIM MODEL SYSTEMS AND ELEMENTS” (<https://skaitmeninestatyba.lt/produktas/bim-modelio-sistemu-ir-elementu-detalumo-lygiai/>) by the SCE Digital Construction).
- 5.7. The parts of the project not listed above should be coordinated separately during the preparation of the BIM execution plan (BEP). The minimum requirements for attribute information for model systems and elements are given in Annex B, Table 1. The minimum requirements may be modified by prior agreement with the Customer.
- 5.8. The BIM Coordinator shall propose the format and structure of the BIM Execution Plan (BEP) and agree it with the Customer.

6. INFORMATION CLASSIFICATION SYSTEM

- 6.1. Before starting the design work, the project team shall agree on the specific classification system to be used for the Model Information and the Building Elements (e.g. classification system based on ISO 12006 , UniClass, Omniclass, or others);
- 6.2. The decision on the choice of the classification system shall be agreed and submitted to the Customer for approval and included in the BEP. The specific classification system (or elements thereof) chosen shall be further used to structure the systems and elements of the information presentation plan and to assign fields for information properties, parameters, types or other information groups.

7. SOFTWARE

- 7.1. The list of software will also need to be completed in the BIM Execution Plan;
- 7.2. Only legal software must be used. The supplier must provide documentation of the acquisition or right to use legal software to be used in the project;
- 7.3. The model shall be capable of being viewed by free viewer software to show all elements and characteristics of the modelled structure without exception;
- 7.4. The Supplier shall provide for the process of installation of the Harmonised Software on the Customer's computers and short training sessions. The training shall not exceed 2 to `4 hours.

8. BIM DATA EXCHANGE AND COMMUNICATION INFRASTRUCTURE

- 8.1. No later than 10 working days after the Contract Commencement Date, the BIM Coordinator shall provide and agree with the Customer a Common Data Environment (CDE) for the BIM data exchange and project team communication infrastructure. The agreement shall be described in the BIM Execution Plan;
- 8.2. The Supplier shall provide, free of charge, at least 5 licences (if payable) to members of the Customer's team for access to model geometry, attribute information and documentation through a harmonised CDE environment at all stages of the project;
- 8.3. The Supplier shall also provide training of no more than 4 hours for staff assigned by the Customer to work in the CDE environment.

9. THE STRUCTURE OF THE FILES EXPECTED BY THE MODEL

- 9.1. The BIM Coordinator shall agree with the Customer the expected file structure of the model. This is important for the development of the BIM information structure for the construction and commissioning stages. The agreements shall be documented in the BIM Implementation Plan prior to the commencement of model development. The Customer does not have specific requirements for the structure of the files. The structure will be agreed by the Supplier with the Customer during the development of the BIM Execution Plan (BEP).
- 9.2. The following is the structure of the file names:

xxx-TDP-SA.ifc

Where:

xxx – Project number.

TDP – Project stage.

SA – Project part.

.ifc – File format.

- 9.3. The markings shall be provided in accordance with the recommendations of the Association of Lithuanian Design Companies R14-2011 "Abbreviations and letter designations in construction design documentation". BIM models shall be prepared separately for each part of the project (for the parts of the project listed in the table below). For example, the HVAC (ŠVOK) model shall not be prepared as one BIM model, but as three BIM models, one for Heating, one for Ventilation and one for Air Conditioning:

Part of the project (BIM models)	Marking (Mark)
Site plan	SP
Building architecture	SA
Structure of the building	SK
Water supply	VE
Wastewater disposal	N
Heating	S
Ventilation	V
Air conditioning	OK
Electrical	E (EL)

Security alarms	AS
Fire alarms	GSS
Electronic communications	ER
Process control and automation	PVA
Technology	T

Heat production	TŠ
Heat supply	ŠT
Access control	İK
Evacuation sound system	IG
Fire safety	GS
Stationary fire suppression system	SGGS
Interior part	SI
Other parts	[mark]

10. QUALITY CONTROL, COORDINATION AND FINDING INCONSISTENCIES

- 10.1. The objective of the Model Coordination and Collision Check is to develop information coordination and collision checking rules and error control guidelines in order to reduce the number of collisions and corrections in the model during the implementation of the project (at all stages and stages of the project life cycle);
- 10.2. Consistency/Integrity check is performed in the single project model and in the individual parts of the project model by the BIM coordinator. These checks/searches shall be integrated into the model control mechanism, which shall ensure fewer errors and avoid unnecessary and redundant model information. This is an essential tool to coordinate the work of the different parts of the project model (disciplines) and of the different project participants. Similarly, the BIM project change rules (strategy) shall be coordinated.
- 10.3. Below is a sample BIM Project Coordination and Conflict Checklist:

Check	Explanation	Responsible participants	Project stage	Software	Frequency
Visual inspection*	Review for inappropriate model elements and compliance with the project objectives as defined by the BIM project team	BIM Coordinator, Project Part Managers	TWP	Specify the software used	Specify the software you use 1 time per week.
Clash detection**	Search for intersections between models or elements of models of different project participants, detect intersections and manage the repair process	BIM Coordinator, Project Part Managers	TWP	Specify the software used	1 time per week
Integrity check***	Check that the combined model complies with the model integrity requirements (missing, duplicated, etc.) as specified in the BIM standard and the BIM uses specified in the EIR and BEP	BIM Coordinator,	TWP	Specify the software used	1 time per week
Project supervision	reviewing whether the information model, which is continuously improved, meets the objectives and requirements set by the Builder/Customer or Project Manager	BIM Coordinator,	TWP	Specify the software used	1 time per week

***(angl. Visual inspection); **(angl. Clash detection); (angl. Integrity check).**

- 10.4. The coordination and conflict resolution process and the quality control process shall be agreed in the BEP document prior to the start of the model development, but at least 10 days prior to the start of the work, and shall be revised as necessary during each stage of the model development.

- 10.5. The BIM Coordinator shall ensure that the Conflict Check Report is submitted to the Customer or Project Manager at least once every 1 calendar week. The format of the report shall be agreed with the Customer or Project Manager.
- 10.6. The Supplier shall note that in the event that at any time during the course of the project a reasonable discrepancy in the BIM Model becomes apparent, or if it becomes apparent that correction or replacement of a bad design solution is required, the Supplier shall undertake to adjust the BIM Model and to hand it over to the Employer.
- 10.7. The BIM Coordinator shall ensure that the Conflict Check Report is submitted to the Customer or Project Manager at least once every 1 calendar week. The format of the report shall be agreed with the Customer or Project Manager. The format of the report shall be .bcfzip, .bcf or any other format that allows a visual representation of the conflict.
- 10.8. The collision checking matrix is shown below:

Project part	SA	SK	SVOK	VN	EL
SA	A	C	E	J	L
SK		B	F	H	M
SVOK			D	I	N
VN				G	O
EL					K

Legend of the collision check matrix above:

- A,B,C,O – order of correspondence of collisions. „A“ – carried out first, „O“ – carried out finally
- SA – building architecture;
- SK – building structures;
- SVOK – heating, ventilation, air conditioning.

11. SAFETY REQUIREMENTS

- 11.1. When developing the BIM Execution Plan and designing the BIM Data Exchange and Project Team Communication Infrastructure (CDE), the Project Team must plan for the implementation of the Model Security and Personal Data Protection measures.
- 11.2. The purpose of data security is to assign administrative rights to a project participant, i.e. to define the boundaries of the relevant information used.
- 11.3. The agreed scope and detail of the administrative rights shall be specified in the BIM Execution Plan for the specific project participant.

12. BIM MODEL AND REQUIREMENTS FOR FILE DELIVERY AND FORMATS

- 12.1. The digital building information model shall be delivered to the Customer in IFC and original (e.g. .rvt, .pln, .dgn, etc.) digital modelling software formats, with all geometry, attribute and pin-out information, in the agreed scope and detail structure of the BIM Execution Plan.

13. TRANSFER OF THE MODEL TO THE CUSTOMER, PROJECT MANAGER

- 13.1. After the preparation of the technical design, the complete BIM model (in accordance with the Customer's requirements as described in the BIM Execution Plan) shall be handed over to the Customer in IFC and original formats with all copyrights for use in the scope of the developed building.
- 13.2. The Customer shall have the right to continue to use the model at its discretion within the scope of the development project. It shall also take over the rights to develop the model with other contractors or service providers as required during the preparation, construction and operation stages of the work project.
- 13.3. The building information model must be presented in such a way that it can be edited and supplemented with other elements and characteristics.
- 13.4. The model to be handed over to the Customer must be cleared of redundant working information. Only geometry, information and documentation necessary for the building assets, operation and reconstruction or disposal shall remain in the model, the amount of specific information to be agreed with the Customer.

- 13.5. The BIM model shall be delivered in IFC with all geometry, attribute and attachment information (not less than IFC 2x3 version format) and in the native software format (*.dgn, *.ryt, *.pln, etc.), the non-graphical part of the information model (*.dbf or *.xlsx format), the text part of the project in all its parts (*.pdf and *.docx, or in other similar formats).
- 13.6. 2D drawings to be submitted - open type *.dwg (or equivalent) in digital graphic format, prepared with the necessary filing stamps and initial fill data, and numbered as required); The main 2D drawings (plans, elevations, sections) shall be derived from the Building Information Model.
- 13.7. The BIM model and all information related to the execution of the BIM shall be deemed to have been duly delivered when the Supplier has uploaded all of the aforementioned information to the Customer's data exchange and repository platform Microsoft SharePoint.

Annex A

Table 1. Codes and names of construction project stages.

Stages	Stage code	Stage name
Planning	S.0	Opportunities
	S.1	Project programme
Design	S.2	Conceptual design
	S.3	Technical works project
Construction	S.4	Construction
	S.5	Completion of construction
Operation	S.6	Maintenance and operation

Table 2. Requirements for the BIM Coordinator and scope of work.

1	Together with the Project Implementation Team (PIT), prepare and coordinate the BIM Management Plan (BMP) with the Customer or the Project Operator.
2	Advise the Customer or Project Manager and the entire project team on the development and implementation of the BEP.
3	Develops and agrees with the Customer or the Project promoter the objectives for the digitisation of the content of the construction project.
4	Advise the Customer or Project Manager on all BIM issues.
5	Together with the Project Implementation Team (PIT), develop and coordinate with the Customer or Project Manager the geometric level of detail (LOG) of model systems and elements.
6	Together with the Project Implementation Team (PIT), develop and agree with the Customer or Project Manager the Level of Information Detail (LOI) of the model systems and elements.
7	Together with the Project Implementation Team (PIT) and the Customer or Project Manager, selects the BIM software and the overall IT infrastructure for the project.
8	Developing and coordinating with the Customer or the Project Manager the project information management.
9	Coordinate and ensure compatibility between all parts of the BIM project (disciplines).
10	Developing a common model for all disciplines (federal model).
11	Performs verification of the federal BIM model. Provides reports on the progress of the project, compliance with the client's requirements for the BIM model, and compliance with the applicable design standards of the Republic of Lithuania.
12	Submit and agree the operational BIM model with the Customer or Project Manager.
13	Report to the Customer on an ongoing basis on the progress of the development and use of the BIM model.
14	If required, provide short training sessions (maximum 2 hours) for the Project Implementation Team (PIT) and the Customer or the Project Manager on working in a CDE environment.

Annex B

Table 1. Example. Minimum attribute information list for model systems.

Technical work project	Construction	Completion of construction
S.3	S.4	S.5
NAMES	NAMES	NAMES
Identification parameters		
Name	Name	Name
Type	Type	Type
Number	Number	Number
ID	ID	ID
GUID	GUID	GUID
Classifier name	Classifier name	Classifier name
Code (from classifier)	Code (from classifier)	Code (from classifier)
Name of system (from classifier)	Name of system (from classifier)	Name of system (from classifier)
Type / Model	Type / Model	Type / Model
Material	Material	Material
Finishing	Finishing	Finishing
Colour	Colour	Colour
Energy class	Energy class	Energy class
Location parameters		
Project name	Project name	Project name
Address	Address	Address
Name of the building	Name of the building	Name of the building
Location (where the system is located)	Location (where the system is located)	Location (where the system is located)
Floor (where the system is located)	Floor (where the system is located)	Floor (where the system is located)
Bottom altitude	Bottom altitude	Bottom altitude
Top altitude	Top altitude	Top altitude
X coordinate	X coordinate	X coordinate
Y coordinate	Y coordinate	Y coordinate
Z coordinate	Z coordinate	Z coordinate
Model builder information		
Author	Author	Author
Date of creation	Date of creation	Date of creation
Date of modification	Date of modification	Date of modification
Change number	Change number	Change number
System dimensions		
Height	Height	Height
Length	Length	Length
Width	Width	Width
Thickness	Thickness	Thickness
Diameter	Diameter	Diameter
Volume	Volume	Volume
Weight	Weight	Weight
System energy requirements		
Power	Power	Power
Fire section		

Degree of fire resistance	Degree of fire resistance	Degree of fire resistance
Flammability class	Flammability class	Flammability class
Environmental aggressiveness class	Environmental aggressiveness class	Environmental aggressiveness class
Sound class	Sound class	Sound class
Manufacturer		
	Manufacturer	Manufacturer
	Manufacturer's web address	Manufacturer's web address
	Product description	Product description
	Product BAR/QR code	Product BAR/QR code
	Product make	Product make
	Declaration of conformity of the product	Declaration of conformity of the product
	Product installation instructions	Product installation instructions
	Product Guarantee Letter	Product Guarantee Letter
	Date of manufacture	Date of manufacture
	Date of delivery of the product to the site	Date of delivery of the product to the site
	Who accepted the product	Who accepted the product
Contractor		
	Name of contractor	Name of contractor
	Address of contractor	Address of contractor
	Internet address of the contractor	Internet address of the contractor
	Contractor's email	Contractor's email
	Contractor's project manager	Contractor's project manager
	Contractor's construction manager	Contractor's construction manager
	Name of subcontractor	Name of subcontractor
	Subcontractor construction manager	Subcontractor construction manager
	Planned installation date	Planned installation date
	Actual installation date	Actual installation date
Notes		
Note 1	Note 1	Note 1
	Note 2	Note 2
		Note 3

CONTRACT ON DESIGN SERVICES

GENERAL TERMS AND CONDITIONS OF THE CONTRACT (GTC)

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1. LIST OF TERMS

1.1.	Working day	Unless otherwise provided in this Contract, this term means a working day in the Republic of Lithuania.
1.2.	Day	Unless otherwise specified in this Contract, this term shall mean a calendar day.
1.3.	Intellectual property rights	All copyright protected by the Law in works, including rights in and to software, <i>sui generis</i> rights to databases, related rights in objects of related rights, rights to claimed or registered trademarks, rights in inventions, rights to claimed or registered design, as well as rights to domain names, rights to web applications, social networking accounts, rights to data, rights to confidential information.
1.4.	Expenses	All direct and indirect costs and expenses reasonably incurred by the Service Provider in connection with the provision of the Services under the Contract. Expenses shall not include loss of revenue.
1.5.	Client	A legal entity or an affiliate of a legal entity referred to in the Special Terms and Conditions of the Contract that purchases the Services referred to in the Special Terms and Conditions of the Contract from the Service Provider.
1.6.	Tender	The totality of the documentation provided by the Service Provider during the Procurement procedures for the provision of the Services under this Contract.
1.7.	Services	The Services sold by the Service Provider and purchased by the Client as set out in the Special Terms and Conditions of the Contract and described in the Technical Specification.

1.8.	Acceptance and Handover Act of services	A document confirming the handover and acceptance of the Services.
1.9.	Service Provider	The person or group of persons named in the Special Terms and Conditions of this Contract who supply the Services to the Client as set out in the Contract.
1.10.	Procurement	A procurement by the Client governed by the Procurement Law for the purpose of concluding a Service Contract.
1.11.	Procurement documents	Documents provided or referred to by the Client that describe or set out the elements of the Procurement or its procedure as defined in the Procurement Law.
1.12.	Procurement Law	Law of the Republic of Lithuania on Procurement by Contracting Entities Operating in the Field of Water Management, Energy, Transport or Postal Services (current version).
1.13.	Subcontractor	A legal entity or natural person named in the Tender or engaged, in accordance with the requirements of the Procurement Law, upon the conclusion of the Contract or in the course of the performance of the Contract (irrespective of the legal relationship between that person and the Service Provider), who is engaged, pursuant to a valid agreement with the Service Provider, to carry out the provision of the services specified in the Contract, or to perform specific functions in relation to the provision of the services.
1.14.	Contract	This Contract, consisting of the documents listed in clause 2.1 of General Terms and Conditions of the Contract.
1.15.	General Terms and Conditions	The General Terms and Conditions of the Contract, which form an integral part of the Contract, setting out the standard terms and conditions of the Contract and the standard rights, duties and responsibilities of the Client and the Service Provider.
1.16.	Special Terms and Conditions	The Special Terms and Conditions of the Contract, detailing the subject matter of the Contract, the scope of the Services, the rates for the Services (if applicable), the terms and procedure for the provision of the Services, the performance security and other terms and conditions agreed by the Parties relating to the subject matter of the Procurement, and specifying any amendments or additions to the General Terms and Conditions of the Contract.
1.17.	Contract price	The amount payable for the Services under the Contract is inclusive of VAT, including taxes.
1.18.	Party	The Client or the Service Provider, each individually. Parties means the Client and the Service Provider together.
1.19.	Technical specification	The document setting out the requirements applicable to the Services and other particulars necessary to describe the Services, including any additions or amendments to this document made pursuant to the Contract.
1.20.	Legislation	Laws and international treaties of the Republic of Lithuania, laws of the European Union or documents of any third country which, regardless of their legal force and/or jurisdiction, bind either Party and/or affect the performance of this Contract, and the Client's internal regulations, which the Service Provider has been made aware of and/or which are published on the Client's website.
1.21.	Third party	Any other natural or legal person who is not a Party to this Contract.

2. COMPOSITION AND INTERPRETATION OF THE CONTRACT

- 2.1. This Contract is an integral and indivisible document consisting of the following documents. The documents constituting the Contract shall be construed as mutually explanatory. In the event of any inconsistency or ambiguity in the provisions of the documents constituting the Contract, such inconsistency or ambiguity shall be resolved by interpreting the documents in the following order:
 - 2.1.1. Technical specification (with any clarifications provided during the procurement procedure and with annexes, if any);
 - 2.1.2. The Special Terms and Conditions shall prevail over the General Terms and Conditions; the terms of the Contract shall prevail over the Annexes;
 - 2.1.3. the Annexes that are listed higher in the Special Terms and Conditions shall take precedence over the Annexes listed lower;
 - 2.1.4. in the event that the Contract of the Parties modifies a term of the Contract or an Annex, the newly agreed term of the Contract or the newly agreed provisions of the Annex shall prevail over the modified terms;
 - 2.1.5. if the Parties agree to add a new clause to the terms of the Contract or to an Annex, in the event of any inconsistency or ambiguity, such clause shall prevail over the other terms of the Contract or the other provisions of that Annex, as applicable;
 - 2.1.6. if the Parties agree on a new Annex, the Parties must agree on the place where the new Annex will be added to the list of Annexes. If a new annex is added to the list of annexes, it must be given a sequential number with a superscript, taking into account the order of the annexes (e.g. Annex 10¹). However, in no case shall any new annex take precedence over the Procurement documents and the Technical Specification.
- 2.2. In the event of any ambiguity, inconsistency or contradiction in the Contract, the rules set out in the higher-ranking Contract Document shall at all times be deemed to supersede the analogous rules set out in the lower-ranking Contract Document from the date of signature of the Contract.
- 2.3. Unless otherwise provided in the Contract, the text of the Contract shall be construed by applying the following basic rules of interpretation:
 - 2.3.1. Words referring to a person's specific gender mean any gender;
 - 2.3.2. Words in the singular also mean the plural, words in the plural also mean the singular;
 - 2.3.3. The words "agree", "agreed", "agreement" always imply that the relevant agreement between the Parties must be in writing;
 - 2.3.4. "in writing" means all the rules set out in this Contract, including any paper and/or electronic documents executed by either Party and any notices given to the other Party by the means of communication (including, without limitation, email) referred to in this Contract.
- 2.4. All terms and expressions used in this Contract shall have the generic meaning or the specific meaning closest to the nature of the Contract, unless a different meaning is defined and explained in the Contract. Other terms used in this Contract but not defined in Section 1 of the General Terms and Conditions shall have the same meaning as set out in the Procurement Law and the Public Procurement Law of the Republic of Lithuania.
- 2.5. Both the General Terms and Conditions and the Special Terms and Conditions are concluded in accordance with the provisions of the Procurement Law, the Public Procurement Law of the Republic of Lithuania and other legal acts. In the event that the General Terms and Conditions and/or the Special Terms and Conditions do not comply with the requirements set out in the Procurement Law, the provisions of the Procurement Law shall apply.
- 2.6. Any losses claimed under any indemnity under this Contract must be (i) proven, (ii) reasonably foreseeable at the time the Contract was entered into, and (iii) reasonably mitigated by the Client. No indemnity shall last for longer than what would have been the duration of the Service Provider's liability under this Contract in the absence of such an indemnity.

3. OBJECT OF THE CONTRACT

- 3.1. The Service Provider hereby undertakes, subject always to the standard of reasonable skill and care at clause 3.3, to provide the Services as set out in the Special Terms and Conditions and the Technical Specification within the period for the provision of the Services as set out in the Contract and to remedy any defects in the Services, if any, and the Client undertakes to accept the Services as duly provided in accordance with the procedure set out in the Contract, and to pay to the Service Provider the Contract price.
- 3.2. During the term of the Contract, the Client shall have the right to unilaterally adjust the quantities of the Services purchased up to the maximum quantity of Services specified in the Contract, unless amendments to the Contract are signed in accordance with the procedure provided for in the Contract and in the Legislation in relation to the scope of the Services provided under the Contract and the Contract price. The Client shall not be obliged to purchase all or any part of the maximum quantity of Services specified in the Contract (both in terms of quantity and type) if the Services or any part thereof have become

unnecessary for the Client or if such a decision is made in order to make a rational use of the funds allocated for the performance of the Contract.

- 3.3. The Service Provider shall exercise and will continue to exercise the reasonable skill and care to be expected of a prudent, experienced, competent and properly qualified architect experienced in carrying out and completing the design for works of a similar nature, value, size, complexity and timescale to the Project.

4. REPRESENTATIONS AND WARRANTIES BY THE PARTIES

4.1. Each Party confirms and warrants to the other Party that:

- 4.1.1. The Party is duly constituted and validly existing under the laws of its home country;
- 4.1.2. The Parties have performed all legal acts necessary for the proper formation, validity and performance of the Contract;
- 4.1.3. in entering into the Contract, the Party does not exceed its competence and does not violate any regulatory or individual Law, court or arbitral decisions, constitutional documents, obligations or agreements binding on it;
- 4.1.4. The representatives of the Party signing this Contract are duly authorised by the Party to sign it;
- 4.1.5. The terms of this Contract are clear and enforceable by the Parties as at the date of signature of this Contract;

4.2. The Service Provider represents and warrants that:

- 4.2.1. does not participate in any agreements violating the principles set out in the Procurement Law or agreements prohibited by Law on Competition of the Republic of Lithuania or any similar legislation of another State;
- 4.2.2. The Service Provider (and any persons acting on its behalf) shall have all the authorisations, licences, personnel, funds, knowledge, organisational and technical means and/or other capabilities required by Law and/or necessary or likely to be necessary for the lawful and proper execution and performance of this Contract and the equivalent qualification of its and/or its personnel shall be maintained throughout the term of the Contract;
- 4.2.3. has read or undertakes to read and is aware of all internal regulations, information and documents provided by the Client that are relevant to the proper performance of the Service Provider's obligations under the Contract and undertakes to comply with them. The Service Provider further confirms that the documents and information provided are sufficient to enable the Service Provider to ensure the proper performance and quality of all obligations under the Contract. The Service Provider confirms that it has examined, understood and verified the documents submitted to it in advance and that it has satisfied itself that they are free from errors or other defects which would prevent the proper and timely performance of the Service Provider's obligations. The Service Provider shall be obliged to ask the Client to provide additional documents if it considers that the documents provided to it are insufficient for the proper performance of the Contract;
- 4.2.4. has analysed, understood and evaluated the actual scope and circumstances of the Services, has anticipated and evaluated all of the Service Provider's obligations necessary for the performance of the Contract, and has submitted the Tender Price on that basis, i.e., has included in the Tender Price all Expenses necessary for the performance of the Services hereunder, and accepts the risk that circumstances beyond the Client's control will increase the Service Provider's costs of performing the Contract, and/or will make it more complicated for the Service Provider to perform the Contract. If, during the performance of the Contract, it becomes apparent that additional time and labour costs of the Service Provider not provided for in the Contract are required for the proper performance of the Contract, the Service Provider shall not require additional payment for the Services, and this shall not be a reason for any amendments in the terms of the Contract;
- 4.2.5. The Service Provider, its officers, employees, agents, representatives, other persons employed, controlled or acting on behalf of the Service Provider have not, directly or through intermediaries, offered, promised, given, permitted or permitted to be given to the Client, its officers, its officers, its individual employees, its agents, persons employed, controlled or acting on behalf of the Client, or any other third party any improper advantage, whether pecuniary or otherwise, directly or indirectly, or in any way, (and have not given any indication of any intention to do so or of the likelihood of future intention to do so), have not solicited or induced the Client, its officers, its employees, its agents, its representatives, its subcontractors, its controlled persons or persons acting on behalf of the Client to commit any act of corruption, as defined in the Legislation, or any other act of corruption in relation to the evaluation of Service Providers, the provision of information to Service Providers, the privileging of Service Providers, the conclusion of the Contract, the relationship between the Bidders and any other third party and any other Procurement procedure;
- 4.2.6. The Service Provider is familiar with the description of the corruption prevention policy of the joint stock company "Lietuvos oro uostai" approved by the Client, the description of the

procedure for the introduction of internal information channels for the provision of information on infringements and ensuring their functioning in the Lithuanian Airports, the personal data protection policy of the joint stock company "Lietuvos oro uostai", the rules applicable to data processors, the Code of Ethics of the operating partners of the Lithuanian Airports, and other local legal acts, which are published on the website¹, the website of the Client, and the Ministry of Transport and Communications of the Republic of Lithuania, and the companies within its regulatory area, the Code of Conduct for Business Partners of the Ministry of Transport and Communications published on the website of the Ministry of Transport and Communications at², the Law on Harmonisation of Public and Private Interests of the Republic of Lithuania, the Law on Prevention of Corruption of the Republic of Lithuania, and other Legal Acts, and is aware that the Client does not tolerate any actions of the Client (its executives, employees, and representatives, corruption-related offences or other acts of a corrupt nature committed by the Client (its managers, employees, representatives, persons engaged, controlled or acting on behalf of the Client) or the Service Provider (its managers, employees, representatives, persons engaged, controlled or acting on behalf of the Service Provider);

- 4.2.7. The Service Provider will comply on 13 August 2018. 818 of the Government of the Republic of Lithuania "On the Implementation of the Law on Cyber Security of the Republic of Lithuania" and other legal acts, as well as the organisational and technical requirements of cyber security and the requirements of the Client's internal information security and cyber security documents.
- 4.2.8. All natural persons (agents, employees, Subcontractors or their employees) engaged by the Service Provider to perform the Contract will be duly informed that their personal data (names, contact details, job titles and other data related to the performance of the Contract) may be transferred to the Client and may be processed by the Client for the purposes of the performance of the Contract between the Service Provider and the Client, for the performance of the Client's legitimate interests and legal obligations, for a maximum limitation period, and may be made available to the Client's employees and other providers, public authorities. Natural persons engaged by the Service Provider shall be informed prior to their engagement or prior to the transfer of their data to the Client and the Service Provider undertakes to provide evidence of the information to the data subjects upon request of the Client. The Service Provider shall also respond appropriately to the Client's notifications of rectification, erasure or restriction of the processing of personal data of the Client's employees and other representatives transmitted to the Service Provider for the purpose of the performance of the Contract.
- 4.2.9. has all licenses, permits, liability insurances and authorisations to provide the Services offered by the Service Provider. The Service Provider shall, upon the Client's request, provide the Client, within the time limit set by the Client, with evidence that the Service Provider has all the permits, certificates, licences, civil liability insurance and/or other documents required by the Legislation to provide the Services in the Republic of Lithuania.
- 4.3. **The Client confirms and warrants that:**
- 4.3.1. has carried out the public procurement procedures necessary for the conclusion of this Contract;
- 4.3.2. accept the provision of the Services in accordance with the provisions of this Contract in a timely manner and pay for such Services in accordance with the procedures and terms set out in the Contract.
- 4.4. If any representation and/or warranty of the Parties referred to in this Contract proves to be false and/or misleading, then a Party shall indemnify the other Party against any loss suffered by the other Party as a result of such false and/or misleading representation and/or warranty.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 5.1. The Parties undertake to act properly and in good faith towards each other in the performance of this Contract. The Parties shall cooperate and collaborate in the performance of this Contract.
- 5.2. **Subject always to clause 3.3, the Service Provider shall:**

¹ <https://www.ltou.lt/lt/apie-lietuvos-oro-uostus>

² <https://sumin.lrv.lt/lt/korupcijos-prevencija/svarbiausi-atsparumo-korupcijai-dokumentai-ir-korupcijos-prevencijos-programos>

- 5.2.1. provide the Services to the extent, on the terms and conditions and in the manner set out in this Contract and its Annexes. In all cases, all Services shall be provided in a timely, quality and comprehensive manner;
- 5.2.2. provide the Services at its own risk and expense;
- 5.2.3. remedy within 3 (three) working days (unless otherwise specified in a separate notice from the Client or in the Technical Specification) at the Service Provider's expense any deficiencies in the provision of the Services. The Service Provider shall bear the burden of proving that the deficiencies are not due to its fault;
- 5.2.4. promptly inform the Client of any circumstances which prevent or may prevent the Service Provider from providing the Services to the extent, terms and conditions set out in this Contract;
- 5.2.5. ensure the availability of the number of staff required for the performance of the Contract and the compliance of such staff with the requirements of the Legislation where the Services or part thereof are to be provided in a restricted area of the territory controlled by the Client; have the necessary funds, knowledge, organisational and technical means and/or other capabilities required by the Legislation and/or which are or may be necessary for the lawful and proper conclusion and performance of the Contract;
- 5.2.6. ensure that the Services are provided using the necessary and high-quality working equipment for the provision of the relevant Services, and that sufficient working equipment is available. The work equipment used for the provision of the Services must be safe, properly certified and comply with applicable standards;
- 5.2.7. ensure, at its own expense, safe working practices, fire and environmental protection and occupational hygiene and compliance with other statutory requirements applicable to the provision of the Services (if applicable);
- 5.2.8. take into account any comments, additional information, if any, provided by the Client during the performance of the Contract, as well as to comply with any instructions of the Client related to the provision of the Services, without contradicting the Laws and/or this Contract;
- 5.2.9. indemnify and hold the Client harmless at Service Provider's expense from and against any claims, damages or compensation in respect of (a) injury, disability, sickness or death of any person arising out of or resulting from the Service Provider's actions in the performance of the Contract, including the remedying of defects in the performance of the Contract, and (b) any loss or damage to any property arising out of or caused by any act, omission, wilful misconduct, negligence, intentional act, or breach of the Contract by the Service Provider or its personnel. The Service Provider shall protect the Client's property from loss, damage or destruction caused by the acts or omissions of the Service Provider and shall indemnify the Client in the event of such loss;
- 5.2.10. comply with the Laws and ensure that the Service Provider's employees and agents comply with them. The Service Provider shall indemnify the Client and/or third parties in the event that the Service Provider or its employees/representatives fail to comply with the Legislation and, as a result, the Client and/or third parties are subject to any claims or legal proceedings;
- 5.2.11. ensure that the Service Provider, its officers, employees, agents, representatives, other persons employed, controlled or acting on behalf of the Service Provider, directly or through intermediaries, will not offer, promise, give, permit or allow to be given, directly or through intermediaries, any improper advantage, whether pecuniary or otherwise, to the Client, its officers, its individual employees, its agents, persons employed, controlled or acting on behalf of the Client, or to any third party in connection with the performance of the Contract, and understand that the Client will not, that it will or may do so in the future), will not solicit or induce the Client, its officers, employees, agents, or any person employed by, controlled by, or acting on behalf of the Client to commit, or participate in the commission of, any other offence of a corrupt nature (even if initiated by the Client, its officers, employees, agents, or any person employed by, controlled by, or acting on behalf of the Client), as defined in the Laws, or any other act of a corrupt nature, in connection with the performance of this Contract. The Service Provider undertakes to comply with the Law on Prevention of Corruption of the Republic of Lithuania and other Legal Acts and to take the necessary measures to prevent the Service Provider, its managers, employees, agents, representatives, subcontractors, controlled persons or any other third parties acting on behalf of the Service Provider from committing any corruption-related offences or any other acts of a corruption-related nature in relation to the performance of this Contract. The Service Provider also undertakes to notify the Client of any conduct by the Client, its officers, employees, persons engaged by, controlled by or acting on behalf of the Client, or persons acting on its behalf, which may constitute an offence of a corrupt nature (if the Service Provider has any doubts as to the legality of the conduct of an employee of the Client who has been appointed as the Client's agent for the performance of this Contract, the Service Provider shall inform the Head of the Client's relevant Branch Office or the Client's

Chief Executive Officer). The Service Provider undertakes to provide the documents specified by the Client to assess whether the obligations under this clause have been properly complied as well as the representations and warranties set out in the clauses 4.2.5-4.2.6, within the time period specified by the Client, which shall not be less than 5 (five) calendar days;

- 5.2.12. where the Services are provided in or around the airport, the Service Provider must control and supervise its employees ensuring that staff are not drunk or under the influence of drugs, psychotropic or toxic substances. If a worker is found to be drunk or under the influence of drugs or psychotropic substances, suspend him/her immediately.
- 5.2.13. attend periodic meetings organised by the Client and execute the instructions of the minutes of the periodic meetings to the Service Provider within the deadlines set by the Service Provider (even in cases where the Client has not attended the meetings). In the event that circumstances arise which prevent the timely and proper execution of orders, immediately inform the Client in writing;
- 5.2.14. submit all documents/materials referred to in this Contract and the Annexes hereto to the Client for approval, in proper form and in such timeframes as to enable the Client to have proper access to them, to make appropriate decisions and to avoid any risk to the Service Provider in the timely and proper provision of the Services and other obligations under the Contract. The Service Provider must contact the Client in writing regarding decisions which, if not taken, prevent the design work from proceeding. The Client shall respond to such a request as soon as possible and within 5 (five) working days at the latest. Decisions that are not material to the progress of the design work shall be agreed separately by agreement between the Parties and shall not extend the time for the provision of the Services;
- 5.2.15. provide design solutions in accordance with the requirements and conditions set out in the design brief. The design solutions shall take into account the functional requirements, cost-effectiveness, expandability and adaptability for future use, having examined technological alternatives and having selected the most cost-effective solutions for the Client, both in terms of construction costs and operation of the building;
- 5.2.16. provide economic justification for the design solutions and the rationality of their choice, if requested by the Client;
- 5.2.17. make corrections and/or additions to the design or documentation related to design in accordance with the Client's and competent authorities' comments and the decisions of the state and municipal authorities, as well as in accordance with the explanations and clarifications provided during the public procurement of the contract works, within the timeframes and/or in accordance with the timeframes and procedures provided by the Client, without additional remuneration being required;
- 5.2.18. to provide design supervision services, which include the correction of project ambiguities, omissions, reasoned answers to questions and the provision of other information related to the Project within agreed deadlines proposed by the Client both during the public procurement of contract works and during the execution of contract works;
- 5.2.19. commence supervision of the implementation of the design from the date specified by the Client in its written notice of commencement of this service;
- 5.2.20. provide advice, guidance and any clarification to the construction contractors during the period of supervision of the implementation of the design;
- 5.2.21. at least 10 (ten) working days prior to the end of the supervision of the implementation of the design, provide the Client with a new release design in accordance with any changes made to the design during the supervision of the implementation of the design.
- 5.2.22. duly perform its other obligations and duties under this Contract and under the Laws.
- 5.3. **The Service Provider has the right to:**
 - 5.3.1. receive payment for the Services performed in accordance with this Contract;
 - 5.3.2. request the Client to provide information or documents necessary for the proper performance of the Contract, the need for which has arisen during the performance of the Contract.
- 5.4. **The Client undertakes to:**

- 5.4.1. provide the Service Provider with the facilities, information or documents necessary for the proper provision of the Services;
- 5.4.2. allow Service Provider's employees, who meet the specified requirements, access to the restricted area of the Client's premises when necessary for the provision of the Services;
- 5.4.3. inform the Service Provider of any observed deficiencies in the performance of the Services and promptly make any other comments regarding the quality of the Services and/or the timeliness of the performance of the Services and any other matters relating to the non-performance and/or improper performance of this Contract, as well as any damage caused by the Service Provider's employees during the performance of the Services;
- 5.4.4. inform the Service Provider of the commencement of the supervision of the implementation of the design services at least 10 (ten) working days in advance;
- 5.4.5. provide a power of attorney to the Service Provider within 5 (five) working days from the date of the Service Provider's request for obtaining the conditions of access, publicising the design and/or design proposals, obtaining the construction permit and other actions necessary for the execution of the Contract.
- 5.4.6. pay the Service Provider on time for the Services duly provided in accordance with the terms of the Contract.
- 5.5. **The Client has the right to:**
 - 5.5.1. refuse to accept Services or any part of the Services that are not in accordance with this Contract;
 - 5.5.2. require the Service Provider to correct immediately and free of charge any proven deficiencies in Services performed not in accordance with the requirements of the Contract;
 - 5.5.3. require the suspension of the provision of Services if the Services are materially not provided in accordance with the requirements of the Legislation, if they endanger human life, health, the property of the Client and/or third parties, or if there is a threat of such a situation occurring, and/or if an accident is detected;
 - 5.5.4. check the sobriety or intoxication of employees in relation to narcotic, psychotropic or toxic substances, where the Services are provided in or around the airport. If any employee of the Service Provider is found to be drunk or under the influence of alcohol, require that such employee be immediately suspended from work;
 - 5.5.5. require the Service Provider to replace any personnel of the Service Provider or of persons engaged by the Service Provider who are incompetent or negligent in the performance of their duties, who do not comply with the terms of the Contract or whose behaviour endangers occupational safety, health or environmental protection;
 - 5.5.6. comment on the quality and content of the Services to the extent that it does not contradict the design brief, the provisions of the Contract and the legislation of the Republic of Lithuania;
 - 5.5.7. provide the Service Provider with new instructions on design solutions not provided for in the design brief, but necessary for the proper preparation of the design, during the design proposals and the development of the design.
- 5.6. other obligations, rights and duties of the Client and the Service Provider shall be as defined in the Laws, the Technical Specification and the Special Terms and Conditions.

6. SERVICE REQUIREMENTS

- 6.1. The requirements for the quality of the services are defined in the Technical Specification. The Service Provider shall use the standard of care at clause 3.3. to see that the quality of the services complies with the requirements of the Technical Specification and the Legislation.
- 6.2. The Service Provider shall, upon the Client's request, within the reasonable time limit set by the Client, provide the Client with evidence that the Service Provider has all the permits, certificates, licenses and/or other documents that meet the requirements of the Laws and Regulations necessary for the provision of Services in the Republic of Lithuania.

7. DEADLINES FOR PROVISION OF SERVICES AND ACCEPTANCE AND HANDOVER PROCEDURES

- 7.1. The deadlines for the provision of services are set out in the Special Terms and Conditions and/or the Technical Specification.

- 7.2. If the Services are to be provided under the Contract on the basis of a separate order by the Client (which may be for all or part of the Services at the same time), the Client shall submit a separate written order by email. The order must specify:
 - 7.2.1. Name of client;
 - 7.2.2. Title, quantity (scope) of services;
 - 7.2.3. The location of the Services, and any other information deemed necessary by the Client.
- 7.3. An order will be deemed to have been received on the day the order is sent by email if the order is sent by email during the Client's working hours (7.00 a.m. to 4.00 p.m.). If the Order is sent by email after the Client's business hours or if the day of sending is not a working day, it shall be deemed to have been received on the next following working day.
- 7.4. If the Contract has provided for specific deadlines for the commencement of the provision of the Services, the Client wishing to withdraw from a part of the Services shall notify the Service Provider in writing of the withdrawal of the relevant part of the Services 5 (five) calendar days prior to the commencement of the provision of the Services as provided for in the Contract.
- 7.5. Where provided for in the Special Terms and Conditions, the Parties to the Contract shall sign a Service Acceptance Certificate(s) to record the moment of handover and the quality of the Services. The Service Acceptance Deed may be in paper or electronic form.
- 7.6. The Acceptance and Handover Act of Services shall be in paper form and shall be drawn up in duplicate, each copy having equal legal effect, one copy for each Party. The instrument in electronic form shall be executed in a single copy and shall be signed with qualified electronic signatures.
- 7.7. The Service Provider shall, after fulfilling its obligations under the Contract to provide the Services or part thereof (if the Contract provides for the possibility of supplying the Services in parts) of a satisfactory quality and in accordance with the requirements of the Contract, at the location, shall write to the Client to sign the Acceptance and Handover Act of the Services.
- 7.8. The Client shall sign the act of handover and acceptance of the Services no later than within 5 (five) working days from the written request of the Service Provider, provided that the Services and the quality of the Services comply with the requirements set out in the Contract. If the Services do not comply with the requirements set out in the Contract, the Client shall have the right to refuse to sign the Acceptance and Handover Act of the Services. The deficiencies in the Services shall be noted in the Acceptance and Handover Act, stating the reasons for the decision (including, where possible, the measures to be taken by the Service Provider to ensure that the quality of the Services and the other relevant data comply with the Contract and that the Acceptance and Handover Act of the Services is signed), or by setting a time limit for the Service Provider for the rectification of the defects to be completed and for the Acceptance and Handover Act of the Services to be signed.
- 7.9. By signing the Acceptance and Handover Act of the Services, the Client confirms that the Services have been properly provided.

8. SERVICE PRICE

- 8.1. The initial value of the Contract, the Contract Price and the pricing rules of the Contract are set out in the Special Terms and Conditions.
- 8.2. The Service Provider has included in the price of the Services all Expenses related to the performance of the Contract, all taxes, including but not limited to VAT:
 - 8.2.1. the costs associated with the performance of its obligations under the Contract;
 - 8.2.2. provision of the tools needed to provide the Services;
 - 8.2.3. all the costs associated with the preparation, validation and submission of the documents provided for in the Technical Specification;
 - 8.2.4. the cost of rectifying the deficiencies in the Services for the period specified in the Contract;
 - 8.2.5. the costs of establishment in the Republic of Lithuania (if necessary to ensure the performance of the Contract), or expenses related to the exercise of the right of free movement of services (costs of obtaining recognition documents, certificates from the competent authorities of the Republic of Lithuania and/or professional societies, etc.);
 - 8.2.6. other costs of entering into and performing this Contract, including costs associated with enforcing the Contract;
 - 8.2.7. all other direct and indirect costs and expenses associated with the provision of the Services, as well as the cost of any work required to provide the Services which the Service Provider, as a professional in its field, should have and could have foreseen if it had exercised reasonable care and due regard to the fact that the Client is seeking to have the Service Provider provide the Services, together with the related work.

9. PAYMENT TERMS FOR SERVICES

- 9.1. The Service Provider will only be paid for Services provided in accordance with the Contract on the basis of a VAT invoice submitted electronically by the Service Provider:
 - 9.1.1. Electronic VAT invoices compliant with the European Standard for Electronic Invoices, the reference for which was published on 16 October 2017. Commission Implementing Decision (EU) 2017/1870 of 16 October 2017 on the publication of a reference to the European Electronic Invoicing Standard and a list of syntaxes in accordance with Directive 2014/55/EU of the European Parliament and of the Council (OJ 2017 L 266, p. 19) ("the European Electronic Invoicing Standard"), and shall be provided by means of the means chosen by the Service Provider;
 - 9.1.2. Electronic VAT invoices that do not comply with the European Standard for Electronic Invoicing can only be submitted using the tools of the SABIS information system;
 - 9.1.3. The Client shall receive and process electronic VAT invoices using the SABIS information system, except in the cases provided for in the Procurement Law. An electronic VAT invoice is understood as a VAT invoice issued, transmitted and received in an electronic format that allows it to be processed automatically and electronically.
- 9.2. The Service Provider shall submit the invoice no later than 3 (three) working days after the date of signing of the handover-acceptance certificate for the Services (or part thereof, if the Contract provides for the Services to be provided in phases), or after the date of the provision of the Services, if the handover-acceptance certificate is not signed. If the Service Provider issues a single invoice for the Services provided during the whole month, such invoice shall be submitted to the Client no later than the 5th (fifth) calendar day of the following month (if the Service Provider fails to comply with this deadline for submission of invoices, the Client shall have the right to extend the payment deadline unilaterally by thirty (30) days) from the day of submission of a proper VAT invoice to the Client. If the Service Provider fails to submit a VAT invoice in the manner set out in this section, the Client shall have the right to withhold payment until the VAT invoice has been properly submitted. The Service Provider undertakes to pay all Expenses associated with the submission of invoices to the Client. The Client shall not be liable for any interruptions or delays in payment due to interruptions in SABIS or any other system through which invoices are submitted that are beyond the Client's control.
- 9.3. The payment term is set out in the Special Terms and Conditions. All payments shall be made by payment order in euro.
- 9.4. If an advance payment has been made to the Service Provider, the advance payment shall be deducted from the amounts payable by the Client to the Service Provider for the Services by way of a deduction from each payment in the amount set out in the Special Terms and Conditions in accordance with Section "Procedure for Settlement of Services" of General Terms and Conditions. Deductions shall be made until the full amount of the advance has been deducted. In any event, any remaining undrawn amount of the Advance, regardless of the amount of such amount, shall be deducted from the last amounts payable by the Client to the Service Provider for the Services.
- 9.5. If, during the term of the Contract, amendments in Legislation change the rate of value added tax, the price of the Services excluding VAT will not be affected, i.e. the Client will pay to the Service Provider a price equal to the amount of the VAT plus VAT calculated according to the newly adopted rate of tax, unless the Legislation adopted provides otherwise.
- 9.6. The Parties agree to apply the following set-off procedure for payments made by the Client under this Contract:
 - 9.6.1. The Service Provider's claims for penalties or damages under this Contract shall be set off first;
 - 9.6.2. Secondly, the Service Provider's claims relating to the fulfilment of payment obligations for the Services provided under this Contract shall be set off;
 - 9.6.3. The third tier shall be credited with other amounts (if any) payable by the Client to the Service Provider.
- 9.7. The Parties expressly agree that the Client shall have the right to withhold payment to the Service Provider if the Service Provider fails to perform its obligations under this Contract when due.

- 9.8. The Client shall be entitled to reduce the amounts payable by the Client to the Service Provider under the Contract by unilateral set-off, i.e. to include the amounts payable by the Service Provider to the Client in the amounts payable by the Service Provider to the Client in the amounts payable by the Client to the Service Provider in respect of the Services. The Service Provider shall be notified in writing of the intended set-off.

10. AMENDMENTS TO THE CONTRACT

- 10.1. The Parties may, only by prior agreement, agree amendments to the Contract that may include:
- 10.1.1. changing the location of any part of the Services;
 - 10.1.2. Replacement of the Services with Services that are analogous to, and not inferior to, those specified in the Service Provider's offer and that meet the requirements of the Technical Specification, without changing the price of the Services being replaced;
 - 10.1.3. the cancellation of any individual component of the Services or a reduction/increase in the quantity of the Services by no more than 50 (fifty) percent;
 - 10.1.4. amendments to the quality, parameters or other features of any individual part of the Services without affecting the overall value of the Contract;
 - 10.1.5. change of Service Provider in the event of a transfer of the Service Provider's business or in the event of the Service Provider's bankruptcy, provided that the Client's interests will not be harmed.
- 10.2. Grounds for amendments:
- 10.2.1. omissions, inaccuracies, other inconsistencies in the Technical Specification which could not reasonably have been foreseen by the Parties;
 - 10.2.2. the inability to provide the Services specified in the Contract due to circumstances beyond the Service Provider's control;
 - 10.2.3. circumstances beyond the control of the Parties to the Contract which have arisen or become known after the conclusion of the Contract and which the Parties to the Contract could not reasonably have foreseen, could not have controlled and did not assume the risk of occurrence of those circumstances.
- 10.3. If during the term of the Contract the Client needs to purchase services not provided for in the Contract, but related to the object of purchase / subject matter of the Contract (hereinafter referred to as "Additional Services"), the Client shall have the right to purchase such services for an amount not exceeding 10 (ten) percent of the initial value of the Contract, excluding VAT, specified in the Special Terms and Conditions. The Additional Services shall be purchased at the rates (or price) in force on the date of the Client's order, which shall be the rates (or prices) in force on the date of the Client's order, as set out in the Contract, in the Service Provider's offer, catalogue or website. If the rates (or price) for the Additional Services are not contained in the Contract, the Service Provider's offer or published, the Client will request the Service Provider to provide the rates (or price) for the Additional Services, i.e. a commercial offer, noting that the rates (or price) for the Additional Services must be competitive and not higher than market prices. Upon receipt of the rates (or price) for the Additional Services submitted by the Service Provider, i.e. the commercial offer, the Client shall carry out a market price investigation (telephone and/or written survey and/or electronic search, etc.) to assess whether the rates (or price) for the Additional Services submitted by the Service Provider are in line with the market. If the Service Provider's rates (or price) for the Additional Services are found to be above the market, the Client shall request the Service Provider to reduce them. Only after an objective assessment and with supporting/evidentiary documentation that the rates (or price) of the Ancillary Services provided by the Service Provider are in line with the market prices may they be purchased in accordance with this Contract.
- 10.4. Amendments to the Contract may be initiated by either Party by submitting to the other Party a request to that effect, specifying the circumstances giving rise to the need for the amendment and the documentation supporting the request.
- 10.5. Any amendments to the Contract shall be made by written agreement of both Parties. Any such agreement shall become an integral part of the Contract from the date of its conclusion.
- 10.6. The Contract may be further amended during the term of the Contract in accordance with the terms and conditions set out in the Procurement Law or the Contract.
- 10.7. By written agreement of the Parties, the term of the Services may be extended for:
- 10.7.1. circumstances beyond the Service Provider's control and not attributable to the Service Provider's risk;

- 10.7.2. amendments made in accordance with the provisions of the Contract and/or the Procurement Law;
- 10.7.3. any delays, hindrances or obstructions caused by or attributable to the Client, the Client's personnel or persons engaged by the Client;
- 10.7.4. additional instructions or information provided by the Client that affect the timing of the Service Provider's provision of the Services.
- 10.8. The Parties undertake to inform the other Party immediately in writing of the occurrence of the circumstances referred to in the clause 10.7. The time limits for the provision of the Services may be extended for a period not exceeding the duration of the circumstances referred to in the clause 10.7, but for a maximum period of 6 months, unless otherwise provided for in the Special Terms and Conditions.
- 10.9. If the Client purchases additional quantities (volumes) of the Services provided for in the Contract, the rates for such Services shall be determined in accordance with the Tender and other provisions of the Contract. If the rates for the Services purchased are not set out in the Contract, the rates for such Services shall be determined in accordance with the Methodology for determining pricing rules³.
- 10.10. The Service Provider shall be entitled to substitute the Services specified in its offer for similar Services of at least equal quality and not inferior to those specified in the Service Provider's offer and complying with the requirements of the Technical Specification, provided that all of the following conditions are met:
 - 10.10.1. The services meet or exceed the requirements set out in the Technical Specification;
 - 10.10.2. no change to the price of the Services;
 - 10.10.3. the change shall be confirmed in writing by the Client.
- 10.11. The Client may unilaterally instruct the Service Provider to suspend the provision of all or part of the Services at any time, stating in writing the reason. If such suspension is not due to the fault of the Service Provider, the term of provision of the Services shall be extended for the duration of the suspension (i.e. the period of time which, after the circumstances giving rise to the suspension of the provision of the Services (part of the Services) have ceased to exist, the provision of the Services (part of the Services) was remaining available for provision of the Services (part of the Services) in accordance with the Contract until the suspension). Such instruction by the Client to suspend the Services shall not be deemed to be a modification of the Contract. If the Services are suspended for a period of longer than 1 year the Service Provider is entitled to a recalculation of the Contract Price in accordance with clause 11.

11. CONTRACT PRICE REVISION

- 11.1. The Contract Price and the value of the original Contract are subject to amendment/revision if provided for in the Special Terms and Conditions.
- 11.2. During the term of the Contract, either party to the Contract shall have the right to initiate a recalculation (amendment) of the rates provided for in the Contract not earlier than **six (6)** months after the last date of the deadline for submission of tenders for the procurement on the basis of which the Contract was concluded (if a recalculation has already been made, from the date of the last such recalculation pursuant to this clause), if the change in the price index (k) referred to in the Special Terms and Conditions, as determined by the following 11.6 clause, exceeds 5 per cent.
- 11.3. For the purpose of the recalculation, the Parties shall use the data from the Indicators Database published by the State Data Agency on the Official Statistics Portal⁴, without requiring the other Party to provide an official document or certification issued by the State Data Agency or any other authority.
- 11.4. The Parties must specify in the agreement the index value at the beginning of the period and the date of its determination, the index value at the end of the period and the date of its determination, the price change (k), the recalculated rates, the recalculated initial value of the Contract.
- 11.5. The revised rates shall apply to Services provided after the Parties enter into a Contract price revision agreement.
- 11.6. The new rates are calculated according to the following formula:

³ Methodology for determining pricing rules approved by Order No 1S-95 of the Director of the Public Procurement Service of 28 June 2017 ([https://e-seimas.lrs.lt/portal/legalAct/lt/TAD/daa0e4a05c3c11e7a53b83ca0142260e /asr](https://e-seimas.lrs.lt/portal/legalAct/lt/TAD/daa0e4a05c3c11e7a53b83ca0142260e/asr))

⁴ <https://osp.stat.gov.lt/>

$$a = a + \left(\left(\frac{k}{100} \right) \times a \right)$$

100

In which:

- α - the rate (EUR excluding VAT) (if already recalculated, after the last recalculation).
- α_1 - recalculated (changed) rate (EUR without VAT).
- k - change (increase or decrease) in the price index (%) specified in the Special Terms and Conditions. The value of "k" shall be calculated according to the formula:

$$k = \frac{Ind_{latest}}{Ind_{beginning}} \times 100 - 100, (\%)$$

In which:

"*Ind latest*" means the latest published price index referred to in the Special Terms and Conditions as at the date (month) of the sending of the price adjustment request to the other Party.

"*Ind beginning*" means the price index specified in the Special Terms and Conditions for the start date (month) of the period. In the case of the first conversion, the starting point (month) shall be the month of the last day of the deadline for the submission of tenders for the contract on the basis of which the Contract was awarded. In the case of the second and subsequent recalculations, the start of the period (month) shall be the month of the published value of the relevant index used at the time of the last recalculation.

- 11.7. For the calculations, index values are taken to four decimal places. The calculated change (k) shall be used for further calculations rounded to one decimal place and the calculated rate 'a' shall be rounded to two decimal places.
- 11.8. A subsequent recalculation of prices or rates may not cover a period for which a recalculation has already been made.

12. LIABILITY OF THE PARTIES

- 12.1. If a Party is proven to have failed to perform or improperly performs its obligations under and in accordance with the Contract, it shall be in breach of the Contract. In the event of a breach of the Contract by one Party, the other Party shall be entitled to pursue any and all of its lawful remedies, including, but not limited to:
 - 12.1.1. demand the other Party to perform its contractual obligations properly;
 - 12.1.2. suspend the performance of counter-obligation (including refusal to sign the act of handover and acceptance and retention of amounts due);
 - 12.1.3. claim damages;
 - 12.1.4. use a security of performance of obligations, if applicable by the Contract documents;
 - 12.1.5. claim interest and damages as provided for in the Contract;
 - 12.1.6. terminate the Contract on the grounds set out in the Contract and in the Law.
- 12.2. The liability of the Parties shall be determined in accordance with applicable Law and this Contract. The Parties undertake to duly perform their obligations under the Contract in accordance with the standard of skill and care at clause 3.3 and to refrain from any action that might prejudice each other or impede the fulfilment of the obligations of the other Party.
- 12.3. Where claims have been made or fines imposed as a result of a breach of the Contract or the Law directly against the Service Provider, the Service Provider shall immediately notify the Client and take all measures to minimise the damage caused by the breach.
- 12.4. In collecting and processing personal data, the Parties shall comply with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("General Data Protection Regulation"), and the applicable Legislation, and shall ensure that Data Subjects are adequately informed of the processing of their personal data. The Parties accept responsibility for any claims that may arise in relation to the processing of personal data for the purpose of implementing the Contract.
- 12.5. The Parties declare that the penalties set out in this Contract are considered just and equitable and agree that they shall not be reduced, irrespective of whether part of the obligation is fulfilled. The Parties further acknowledge that the amount of penalties provided for in the Contract shall be deemed to be the minimum undisputed amount of the loss suffered by the injured Party which the other Party shall be obliged to compensate to the injured Party as a consequence of the breach/non-compliance of the Contract, without the need for proof of the amount of such loss.

- 12.6. Penalties payable by a Party under the Contract shall be due and payable on the date of the written demand. Damages payable by a Party under this Contract shall be paid within the period specified in the written demand.
- 12.7. The payment of damages and penalties shall not relieve a Party from the due performance of the provisions of the Contract.
- 12.8. The imposition of penalties against the Service Provider shall not relieve the Service Provider of its obligation to indemnify the Client for any loss suffered by the Client as a result of the Service Provider's improper performance of the Contract to the extent that such loss has not been covered by penalties. In the event of a claim for damages by the Client, the penalties shall be set off into the damages.
- 12.9. The Service Provider is fully responsible for the quality of the Services provided. The Service Provider shall be fully liable for its own actions and the actions of other persons engaged in the provision of the Services and shall indemnify the Client and third parties against all damages (direct and indirect losses) resulting from the improper provision of the Services, unless otherwise provided in the Special Terms and Conditions.
- 12.10. The Service Provider shall not be liable for improper acts or omissions of public administration entities (such as unlawful decisions or delays in decision-making) which prevented it from providing the Services and/or delivering the result of the Services within the time limits set out in the Contract, provided that the Service Provider has informed the Client of such circumstances within a reasonable time and has provided supporting data.
- 12.11. If the Service Provider fails to provide quality Services or fails to remedy deficiencies in the provision of the Services within the time specified by the Client or otherwise fails to comply with the time limits for the provision of the Services, the Client shall be entitled to apply for each day of such delay a default interest in the amount set out in the Special Terms and Conditions on the value of the Services, excluding VAT, which have not been rendered or which are delayed, unless otherwise stated in the Special Terms and Conditions. No penalties may be claimed if the delay is due to the fault of the Client. The Service Provider shall also be liable to compensate the Client for any loss suffered by the Client as a result of such delay. In the event that the Services are not provided or in the event of deficiencies in the provision of the Services, the Client shall also have the right, by giving the Service Provider at least two (2) working days' notice, to engage third parties to provide the Services or to remedy the deficiencies in the provision of the Services and to claim payment of such amounts from the Service Provider or to reduce the amounts payable to the Service Provider under the Contract by way of unilateral set-off.
- 12.12. If the Service Provider does not perform or fails to perform its obligations under this Contract properly, the Client shall be entitled to impose penalties on the Service Provider:
 - 12.12.1. a penalty of the amount specified in the Special Terms and Conditions after notice to the Client of the obligations under the 5.2.13 the date of dispatch of the notice of non-performance or improper performance. The Client shall send the notice to the Service Provider at the email address specified in the "Contact Details" Annex of Special Terms and Conditions. The notice shall be deemed to have been received on the date of its dispatch.
 - 12.12.2. a penalty payment of the amount set by the Special Terms and Conditions for the breach of the obligations set out in 20.3 for non-performance or improper performance;
 - 12.12.3. The second and any subsequent submission by the Service Provider for review of the outcome of the Services Phase shall take into account the comments made previously and shall correct the deficiencies identified for which the Service Provider is responsible or provide reasoned responses in support of the Service Provider's preferred solutions. If the result of the Service Phase submitted to the Client for a second and any subsequent time still does not meet the Client's requirements, the result of the Service Phase shall be returned to the Client for correction and the Client shall be entitled to apply to the Service Provider a penalty of the amount set out in the Contract SS in respect of each such instance;
 - 12.12.4. penalty of the amount specified in the Special Terms and Conditions after notice to the Client of the obligations under the clause 5.2.18. the date of dispatch of the notice of non-performance or improper performance. The Client shall send the notice to the Service Provider at the email address specified in the "Contact Details" Annex of Special Terms and Conditions. The notice shall be deemed to have been received on the date of its dispatch.
- 12.13. In the event of failure to pay the Service Provider on time for the Services duly rendered, the Client shall, upon demand by the Service Provider, pay a late payment interest at the rate set out in the Special Terms and Conditions for each day of delay on the value of the Services not paid on time.

- 12.14. In the event of termination of the Contract due to the fault of the Service Provider, the Client shall be entitled to charge the Service Provider a penalty in the amount set out in the Special Terms and Conditions, which the Client shall be entitled to unilaterally set off against the amounts payable to the Service Provider, with a corresponding reduction, unless otherwise provided in the Special Terms and Conditions. In the event that the Contract is terminated due to the fault of the Service Provider, the Service Provider shall be liable to indemnify the Client for all losses incurred by the Client in connection therewith.
- 12.15. In the event of unjustified termination of the Contract by the Service Provider, the Client shall be entitled to impose on the Service Provider a penalty in the amount set out in the Special Terms and Conditions, which the Client shall be entitled to unilaterally offset against amounts payable to the Service Provider, with a corresponding reduction, unless otherwise provided in the Special Terms and Conditions. The Service Provider shall indemnify the Client against any losses incurred by the Client in connection with the termination of the Contract.

13. TERMINATION OF THE CONTRACT

- 13.1. The Client shall have the right to terminate the Contract unilaterally, without recourse to court and without any liability to the Client, by giving 5 (five) calendar days' written notice to the Service Provider if:
- 13.1.1. The Service Provider has infringed the representations and warranties set out in clauses 4.2.5 - 4.2.6 or the obligations of the Service Provider set out in the clause 5.2.11. The Parties agree that a breach of the aforementioned clauses of the Contract may be established on the basis of decisions, confirmations, other information provided by the authorities or by the Client's internal investigation (in the absence of decisions or confirmations by the authorities);
- 13.1.2. after the conclusion of the Contract, it is established that the Service Provider and/or the employees of the subcontractors, who, according to the list of duties approved by the Client, by virtue of their assigned functions or work, would be granted the right of unescorted access to the airfields of the VNO or KUN, or the airfields of the PLQ, do not comply with the requirements set out in the Law on Protection of the Facilities of Importance to National Security of the Republic of Lithuania and / or any other legal acts, and the Service Provider refuses to replace them with other persons or is unable to replace them, or the Service Provider fails to provide the documents necessary to verify the compliance with the requirements of the national security (if applicable);
- 13.1.3. In the event of a decision in accordance with the procedure laid down by law confirming that the Contract/Service Provider is not in the interests of national security;
- 13.1.4. The Service Provider is subject to bankruptcy or restructuring proceedings or out-of-court insolvency proceedings, compulsory winding-up or arrangement with creditors, or analogous proceedings under the law of the country in which it is incorporated, or the Client becomes aware of any other enforcement of the Service Provider's creditors' rights which may materially affect the Service Provider's ability to continue to perform the Contract;
- 13.1.5. The Service Provider's qualifications have become non-conforming and have not been rectified within 14 (fourteen) days from the date of becoming non-conforming;
- 13.1.6. in the event of the circumstances provided for in Article 98 of the Procurement Law, as well as if the Service Provider does not perform the Contract properly and this constitutes a material breach of the Contract;
- 13.1.7. The Service Provider has not provided supporting documentation regarding the compliance of the materials/equipment used in the provision of the Services with the provisions of Article 58(part 41) of the Law of the Republic of Lithuania on Procurement by Contracting Entities in the Field of Water Management, Energy, Transport or Postal Services, and the compliance of the Service Provider and its Subcontractors with the requirements of Article 5k of the European Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of the actions of Russia in relation to the destabilising situation in Ukraine;
- 13.1.8. in other cases provided for in this Contract and in the Law, which entitle the Client to terminate the Contract unilaterally.
- 13.2. A breach of the Contract by the Service Provider shall be deemed to be material, including, but not limited to, if:
- 13.2.1. the Services provided do not comply with the requirements set out in the Contract and the Service Provider fails to remedy the deficiencies in the Services within the time limit set;

- 13.2.2. The Service Provider has missed the deadline for the provision of the Services for more than 2 (two) consecutive times, if the provision of the Services is of a continuous nature and the reason for the deadline having been met is the direct fault of the Service Provider (but not for reasons beyond the Service Provider's reasonable control);
- 13.2.3. the Service Provider fails to meet the deadline for the provision of the Services set out in the Contract HS or the Technical Specification and the delay from the due date is more than thirty (30) days (unless a different deadline is specified in the Special Terms and Conditions or the Technical Specification), or it becomes clear that it is impossible to provide the Services by the due date specified in the Special Terms and Conditions or the Technical Specification and in either case the reason for the deadline not having been met is the direct fault of the Service Provider (but not for reasons beyond the Service Provider's reasonable control);
- 13.2.4. The Service Provider materially violates the provisions of this Contract relating to competition, intellectual property, management of confidential information or the use of third parties;
- 13.2.5. The Service Provider commits another breach of the Contract which meets the characteristics of a material breach of the Contract as set out in the Civil Code of the Republic of Lithuania and fails to remedy it upon receipt of the Client's claim.
- 13.3. If a Party is in breach of the Contract and the breach is not material and can be remedied, the affected Party shall instruct the other Party in writing to remedy the breach. If the Party in breach fails to remedy the breach or if the breach cannot be remedied, the injured Party shall be entitled to invoke the liability provided for in the Contract and to claim damages for the breach.
- 13.4. This Contract may also be terminated in the other cases and on the grounds set out in this Contract, in the Procurement Law and in other Legal Acts, and by mutual agreement of the Parties.
- 13.5. Upon termination of the Contract:
 - 13.5.1. The Service Provider shall continue to comply with the Client's reasonable instructions to preserve the Client's property;
 - 13.5.2. The Client shall determine the remaining amounts due to the Service Provider for Services duly provided but not paid for up to the date of the termination. However, the Client may offset against any amounts due to the Service Provider any losses and additional costs and expenses associated with the rectification of deficiencies in the Services, penalties and other s incurred by the Client as a result of the improper performance of this Contract.
- 13.6. The Client shall have the right to unilaterally terminate the Contract for any reason without recourse to the courts by giving the Service Provider 10 (ten) calendar days' written notice. In such event, the Service Provider shall only be paid for the actual quality of the Services provided up to the date of termination of the Contract and no other obligations shall arise for the Client, including, without limitation, the Client shall not be liable to pay the Service Provider any other amounts and/or payments.
- 13.7. The Service Provider shall have the right to terminate the Contract by giving the Client not less than 30 (thirty) days' written notice only if the Client has committed a material breach of the Contract, i.e. has failed to pay the Service Provider on time, and has failed to remedy the breach within a period of not less than 30 (thirty) days set by the Service Provider.
- 13.8. If, after the conclusion of the Contract, it is determined that the conclusion of the Contract with the Service Provider is not in the interest of national security in accordance with the Legislation, the Contract shall be terminated/invalidated in accordance with the procedure set out in the Legislation Provider notice.
- 13.9. The Contract shall be deemed illegal and void if it is established that the performance of the Contract is contrary to binding international sanctions implemented in the Republic of Lithuania as defined in the Law on Implementation of Sanctions and other international, European Union and Republic of Lithuania legislation (at least one of the applicable sanctions). The moment of invalidity of the Treaty shall be determined in accordance with the aforementioned Law.
- 13.10. The Client shall immediately unilaterally terminate the Contract or suspend the Contract for the period of implementation of mandatory international sanctions as defined in the Law on Implementation of Sanctions and other international, European Union and Republic of Lithuania legislation by notifying the Lessor in writing if the Contract has entered into force prior to the implementation of such international sanctions in the Republic of Lithuania. It shall be prohibited to assume new obligations under the Contract, the performance of which would be contrary to the international sanctions implemented in the Republic of Lithuania.

14. AN ADVANCE PAYMENT

- 14.1. An advance payment may be made to the Service Provider once during the term of the Contract, up to the amount specified in the Special Terms and Conditions part. No advance

payment may be made to a Service Provider which is included in the list of Unreliable suppliers.

- 14.2. The Service Provider may, at any stage during the performance of the Contract, request an advance payment in order to exercise its right to receive an advance payment. The Service Provider may cancel a request for an advance payment up until the date of payment of the advance payment, but such refusal shall not preclude the Service Provider from reapplying for an advance payment.
- 14.3. In order to receive an advance payment, the Service Provider must provide the Client with a security of the repayment of the advance payment in accordance with the following conditions:
 - 14.3.1. The security for the repayment of the advance payment shall be an unconditional, irrevocable, first-call guarantee under which the Guarantor undertakes to pay to the Client the amount claimed by the Client if the Client submits a claim for payment stating that the Service Provider has failed to repay the Advance payment in accordance with the terms of the Contract, and the amount which the Service Provider has failed to pay, or a suretyship insurance.
 - 14.3.2. The security for the repayment of the advance payment must be issued by a bank or insurance company registered in the Republic of Lithuania or in another Member State of the European Union or in a State of the European Economic Area (EEA), or by another international bank or an international insurance company, which has been granted not lower than the clause 14.3.3 of General Terms and Conditions mentioned investment grade rating approved by an international rating agency. The rating must be that of the bank or insurance company which issued the collateral or the group of companies to which they belong.
 - 14.3.3. The bank or insurance company issuing the guarantee or suretyship certificate must have, at the date of issue of the relevant document, a long-term investment grade rating of at least BBB- (BBB-minus) as certified by at least one of the following international rating agencies as „Fitch Ratings“ or „Standard & Poor’s“, or „Moody’s“ Baa3 or equivalent.
- 14.4. Unless otherwise provided for in the Special Terms and Conditions, the Client shall pay the advance payment to the Service Provider no later than 30 (thirty) days after the Service Provider has provided a bank guarantee or suretyship certificate issued by a bank or insurance company for the repayment of the advance, agreed in writing with the Client, for an amount not less than the amount of the advance payment specified in the request for advance payment by the Service Provider, and for no less than the amount of the advance payment and not less than the term specified in the application for payment, for a period longer than the term of the Contract, and, in the case of an invoice for prepayment by the Service Provider, from the date of the latest of these events. The requirements for the submission of a pre-paid invoice shall be the same as those for the submission of a VAT invoice, as set out in the section "Procedure for payment for the Services" of the General Terms and Conditions.
- 14.5. If on the last date of acceptance of the Services or termination of the Contract, the Advance Payment has not been deducted from the amounts due to the Service Provider, the Service Provider shall reimburse to the Client the remainder of the Advance Payment that has not been deducted.

15. SECURITY OF PERFORMANCE OF CONTRACT

- 15.1. The Service Provider shall, within 10 (ten) working days after the conclusion of the Contract, provide the Client with a security of performance of the Contract of the type specified in the Special Terms and Conditions, which complies with the terms and conditions set out in this Section of the Contract. If more than one type of performance security is indicated in the Special Terms and Conditions, the Service Provider must choose one of them, unless otherwise specified in the Special Terms and Conditions.
- 15.2. The security of performance shall be an unconditional, irrevocable, first-call bank (guarantor) or insurance company (insurer) undertaking to pay to the Client the amount claimed by the Client, provided that the Client makes a demand for payment and specifies (i) that the Service Provider is in breach of its undertaking(s) under the terms of the Contract, and (ii) the breaches by the Service Provider, including any unpaid penalties due hereunder. In the case of suretyship insurance, the insured event shall be deemed to be the Client's first demand for payment of the insurance claim due to the non-performance of contractual obligations.
- 15.3. The Security of performance must be issued by a bank or insurance company or other international bank or international insurance company registered in the Republic of

Lithuania or in another Member State of the European Union or in a State of the European Economic Area (EEA), which has been granted not lower than stated in the clause 15.4 of General Terms and Conditions the investment grade rating approved by an international rating agency referred to in the General Terms and Conditions. The rating must be that of the bank or insurance company which issued the collateral or the group of companies to which they belong.

- 15.4. The bank or insurance company issuing the guarantee or surety bond must have, at the date of issue of the relevant document, a long-term investment grade rating of at least BBB-(BBB-minus) as certified by at least one of the following international rating agencies as „Fitch Ratings“ or „Standard & Poor’s“, or „Moody’s“ Baa3 or equivalent.
- 15.5. The security of performance of the Contract must be written in Lithuanian or English (and translated into Lithuanian).
- 15.6. The amount of the security of performance must be at least equal to the amount specified in the Special Terms and Conditions.
- 15.7. The amount of the security of performance must be denominated and paid in euro.
- 15.8. The amount required under the Security of performance shall be payable no later than 10 (ten) working days after the Client's demand for payment has been submitted to the guarantor or insurer.
- 15.9. The Security of performance of the Contract shall take effect no later than the date of its provision to the Client.
- 15.10. The Security of performance of the Contract shall be valid for the period of time specified in the Special Terms and Conditions, but at least until the expiry of the Contract period.
- 15.11. If the term of the Contract is longer than one (1) year, the Service Provider shall be entitled to provide a Security of performance of the Contract valid for one (1) year, but shall be obliged to extend the term of the security annually.
- 15.12. If, 30 days before the expiry of the Security of performance of the Contract, it becomes apparent that the term of validity of the Security of performance of the Contract is less than stated in the clause 15.10, the Service Provider must extend the term of the Security of performance of the Contract in accordance with clauses 15.10 or 15.11 and provide the Client with a document confirming this no later than 10 (ten) working days before the expiry of the Security of performance of the Contract . Failure to provide this document shall be considered a material breach of the Contract.
- 15.13. The Security of performance of the Contract shall contain an unconditional undertaking by the guarantor or the insurer to pay to the Client the amount specified in the Client's claim for payment, both to compensate the Client for costs already incurred by the Client as a result of the Service Provider's breaches and to pay the Client's actual future costs.
- 15.14. The amount of the Security of performance of the Contract may only be reduced by amounts paid by the guarantor or insurer.
- 15.15. The document confirming the Security of performance of the Contract must state that the laws of the Republic of Lithuania shall apply to the performance of the Contract, and the laws of the Republic of Lithuania shall apply to the bank's security, or the Uniform Rules for Demand Guarantees (URDG, ICC Publication No. 758, 2010 version).
- 15.16. The guarantee or certificate of suretyship insurance shall provide that any disputes between the guarantor or insurer and the Client relating to the Security of performance of the Contract shall be settled by the courts of the Republic of Lithuania.
- 15.17. The Client shall be entitled to submit a claim for payment to the person who issued the Contract Security for amounts to which it is entitled under the Contract if:
 - 15.17.1. The Service Provider shall not pay the amount payable by it to the Client under the Contract, including penalties, for any delay in the provision of the Services within thirty (30) days of receipt of the Client's written demand. In such event, the Client shall be entitled to demand payment of the amount not paid by the Service Provider;
 - 15.17.2. the Service Provider fails to fulfil contractual obligations other than those set out in the clause 15.17.1 of General Terms and Conditions in 30 (thirty) days after receipt of the Client's written request. In such event, the Client shall be entitled to demand payment of such amount of the Security of performance of the Contract as is necessary for the Client to meet the Service Provider's outstanding contractual obligations on behalf of the Service Provider through third parties;
 - 15.17.3. circumstances arise under the Contract or under the Legislation which entitle the Client to terminate the Contract for the fault of the Service Provider. In such event, the Client shall be entitled to demand payment of the full amount of the outstanding Security of performance of the Contract and to use it for the purpose of performing of its contractual obligations on behalf of the Service Provider through third parties.

16. INSURANCE OF CIVIL LIABILITY

- 16.1. In the event that the Special Terms and Conditions provides for it, the Service Provider shall be obliged to conclude, at its own expense, a compulsory insurance contract of civil liability for the civil liability of the designer of the building in respect of the improperly prepared design provided for in the Contract, in accordance with the requirements of the Law on Construction of the Republic of Lithuania, no later than within 10 (ten) working days from the date of signing the Contract. This compulsory insurance contract shall come into force before the commencement of the design preparation and shall be valid throughout the design preparation period until the date of handing over the design to the builder (Client).
- 16.2. The sum insured of the compulsory insurance contract for the civil liability of the designer of the building for the inadequate preparation of the design provided for in the Contract shall not be less than EUR 43,400.00 (forty-three thousand and four hundred euros) per insured event.
- 16.3. The Service Provider shall provide the Client with certified copies of the building designer's compulsory third party liability insurance policy for a defectively prepared design under the Contract and the tax order confirming payment of the insurance premium or part thereof, no later than within 10 (ten) working days from the date of conclusion of the insurance contract for the civil liability of the building designer for the specific object. The Service Provider shall be obliged, at its own expense, to extend (renew) the compulsory insurance contract and to provide the Client with the documents confirming the same, if this insurance contract expires earlier than the date specified in clause 16.1
- 16.4. In the event that the Special Terms and Conditions provides for it, the Service Provider shall be obliged to conclude, at its own expense, a compulsory insurance contract for the civil liability of the designer of the building for improperly performed supervision of the implementation of the design of the building in accordance with the requirements of the Law on Construction of the Republic of Lithuania, no later than within 10 (ten) working days from the Client's notification of the expected date of construction works. This compulsory insurance contract shall come into force before the commencement of the construction works and shall remain in force throughout the duration of the construction works.
- 16.5. The sum insured of the compulsory insurance contract for the civil liability of the designer of the building in respect of the improper supervision of the implementation of the design of the building shall not be less than EUR 43,400.00 (forty-three thousand and four hundred euros) per insured event.
- 16.6. The Service Provider shall provide the Client with certified copies of the compulsory civil liability insurance contract for the civil liability of the building designer for improperly performed supervision of the implementation of the design within 10 (ten) working days from the date of conclusion of the insurance contract for the civil liability of the building designer for the specific object and the tax order confirming the payment of the insurance premium or a part of the insurance premium, at the latest. The Service Provider shall be obliged, at its own expense, to extend (renew) the compulsory insurance contract and to provide the Client with the documents confirming the same, if this insurance contract expires earlier than the date specified in clause 16.4

17. INTELLECTUAL PROPERTY RIGHTS

- 17.1. All Service Deliverables created by the Service Provider in the performance of the Contract and all rights therein, including Intellectual Property Rights, other than personal moral rights in the Intellectual Deliverables, shall be owned by the Client and shall irrevocably vest exclusively in the Client from the moment of creation of the Service Deliverable (including any intermediate Deliverables), without any limitation in all territories of the world, and shall be available for the Client to use (or not to use) in all manner of use (or not to use) itself, or for the Client to authorise the use of, or to assign to, any third party at its sole discretion, in all ways now known or now existing.
- 17.2. Where Intellectual Property Rights consist of personal moral rights (e.g. author, performer, inventor, designer), the Service Provider warrants to the Client that the holders of such rights will not prevent the Client from exercising any Intellectual Property Rights acquired, including modifying the results of the Services in any way, or from using the results of the Services, either without the right holder being named or by a method acceptable to the Client.
- 17.3. The price of the Services shall include full compensation for the Intellectual Property Rights acquired by the Client and the Service Provider confirms that such compensation fairly and fully compensates for the Intellectual Property Rights acquired by the Client. The Intellectual Property Rights shall pass to the Client for the full duration of the rights or protection under the Legislation.

- 17.4. Any documents and data relating to the Contract, other than the Contract itself, shall be the property of the Client and shall be returned (together with any copies thereof) to the Client at the Client's request upon the termination of the Service Provider's obligations.
- 17.5. The Service Provider shall indemnify the Client (including legal costs) against any claims arising out of infringement of Intellectual Property Rights (including defence of infringement), except where such infringement is caused by the fault of the Client. The Service Provider shall also promptly notify the Client that it is the subject of an action or any other claim for infringement of any Intellectual Property Right relating to the Contract.
- 17.6. If the Service Provider uses Intellectual Property Objects belonging to other persons to create Intellectual Property Objects during the performance of the Contract, the Service Provider shall be fully liable to both the Client and the third parties for the lawfulness of the use of their works and other materials for the purpose of making (creating) the Intellectual Property Objects envisaged during the performance of the Contract, and for the lawfulness of their transfer to the Client. The Service Provider shall be liable for any claims or actions arising out of relations with right holders and other third parties for infringement of Intellectual Property Rights in connection with the Intellectual Property Objects transferred to the Client during the performance of the Contract, and shall be liable to indemnify the Client against any losses incurred by the Client as a result.
- 17.7. Where the result of the Services consists of objects protected by Intellectual Property Rights belonging to the Service Provider or to third parties, which have been created as a result of an intellectual activity not covered by this Contract, or where the result of the Services can only be properly used by the Client in conjunction with the use of such objects, The Service Provider shall ensure that such third parties or the Service Provider itself, at the latest at the time of the transfer of the Service Deliverables, shall grant to the Client all Intellectual Property Rights (grant all licenses) necessary for the proper use of the Service Deliverables by the Client, unless otherwise provided in the Special Terms and Conditions or in the Technical Specification. Unless otherwise provided in the Contract, the price of the Services shall include all costs and fees (including taxes) to be paid for the grant of such rights. The Service Provider shall indicate to the Client what Intellectual Property Rights are granted (licensed) to the Client under this clause of the Contract and shall provide the Client with any documents or data evidencing the granting of such licenses no later than at the time of the transfer of the results of the Services.
- 17.8. The text of this Contract, other than documents and data unilaterally created by the Service Provider identifying the Service Provider, is the copyrighted work of the Client. The procedures for the creation and performance of this Contract are the best practices of the Client. The Service Provider is granted a non-exclusive, time-limited right to use the text of the Contract for the sole purpose of performing this Contract. Any other use of the text of this Contract and/or the experience gained by the Client in the procedures for the conclusion and performance of the Contract by the Service Provider shall be subject to the prior written consent of the Client.

18. CONFIDENTIAL INFORMATION

- 18.1. In the course of the performance of the Contract, information disclosed by one Party to the other Party, whether intentionally or inadvertently, which the disclosing Party has designated as confidential or which, by its nature, should be treated as confidential shall be considered as confidential information, and the Party receiving or having access to it undertakes not to disclose to any third party, and/or to use it for any purpose whatsoever other than for the purpose of the performance of the Contract. The Parties agree that information relating to the Contract may be disclosed to the Parties' legal and financial advisors insofar as it is relevant to the performance of the Contract and such advisors undertake not to disclose the relevant information to any other person. In the event of any doubt as to whether information provided by a Party should be treated as confidential, the Party receiving the information shall treat such information as confidential, unless the disclosing Party indicates otherwise. Each Party may disclose such information to third parties only to the extent necessary for the proper performance of this Contract and only with the prior written consent of the other Party, except for information requested by a court or by a governmental authority entitled to receive it pursuant to the laws of the Republic of Lithuania or other legal acts. This obligation of confidentiality shall apply both during the term of the Contract and indefinitely thereafter.
- 18.2. The Service Provider hereby warrants that the persons authorised to perform the Contract are bound by an obligation of confidentiality in accordance with the signed Contract or any other legal act imposing an obligation of confidentiality on them.

19. FORCE MAJEURE

- 19.1. A Party shall be exempt from civil liability for non-performance or improper performance of its contractual obligations if it proves that such non-performance or improper performance was due to circumstances of force majeure 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. The Parties shall be guided by the Civil Code of the Republic of Lithuania in determining what constitutes force majeure. Force majeure shall not be deemed to include the unavailability on the market of the goods necessary for the performance of the obligation, the lack of financial resources of a Party to the Contract, or the default of the debtor's counterparties in the performance of their obligations.
- 19.2. A Party that is prevented from fulfilling its contractual obligations due to force majeure must inform the other Party in writing immediately, but no later than 3 (three) working days after the occurrence or manifestation of such circumstances, stating the circumstances of the force majeure, the contractual obligations which prevent it from fulfilling its contractual obligations and the contractual obligations which it will not be able to fulfil, and to provide evidence that it has taken all reasonable precautions and made every effort to minimize the costs or adverse consequences, and to inform the other Party of the possible time limit for the fulfilment of its obligations. In such a case, performance of the contractual obligations shall be suspended until the circumstances referred to above no longer apply. If the said notification is not received by the other Party within the time limit set out above or is received late (in breach of the time limit set out in this clause above), the Party which has failed to notify/delayed in notifying the other Party shall be liable to compensate the other Party for the loss caused by the failure to notify or delay in notifying the Party. A Party that has failed to notify the other Party of force majeure shall not be entitled to rely on such circumstances as a ground for exemption from liability for non-performance of the Contract.
- 19.3. 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 receipt of the notice.
- 19.4. If the Force Majeure event continues for more than sixty (60) calendar days, either Party shall have the right to unilaterally terminate this Contract by giving the other Party five (5) calendar days' written notice.
- 19.5. Upon termination of the Force Majeure Event, the Party that has been prevented by the Force Majeure Event from performing its contractual obligations shall be obliged to notify the other Party in writing immediately, but in any event within three (3) working days at the latest, and to resume the performance of its contractual obligations. If the said notification is not received by the other Party within the aforementioned time limit or is received late, the Party which has failed to notify/received the notification shall be liable to compensate the other Party for the loss caused by the failure to notify or the late receipt of the notification. If a Party that has been prevented from performing its contractual obligations due to force majeure does not resume performance of its contractual obligations after the expiration of the said circumstances within seven (7) calendar days of the expiration of the force majeure, the other Party shall be entitled to terminate this Contract unilaterally by giving three (3) working days' written notice to the contrary.

20. THE PROVIDER'S RIGHT TO USE THIRD PARTIES (SUBCONTRACTING)

- 20.1. The Service Provider shall have the right to use Subcontractors to perform any part of the Contract, subject to the exceptions specified in the Procurement Documents (if any).
- 20.2. Subcontracting does not create a contractual relationship between the Client and the Subcontractor. In the event of a Subcontracting, the Service Provider shall be liable for the acts or omissions of its Subcontractors or any other persons engaged and/or controlled by it, for the proper performance of this Contract (including the quality of the part of the Contract subcontracted to the Subcontractors and for any damages caused to the Subcontractor).
- 20.3. Upon conclusion of the Contract, but no later than the commencement of the Contract, the Service Provider shall notify the names of the subcontractors known to it at the time of the entry into force of the Contract, their representatives, and their contact details. The Service Provider shall be obliged to inform of any changes to the above information throughout the performance of the Contract, as well as of any new subcontractors it intends to use subsequently during the performance of the Contract. The Client shall have the right to require the Service Provider to provide documentation from the Subcontractor to substantiate compliance with the requirements for Subcontractors set out in the Procurement documents and to require the Subcontractor to refuse to provide the services of the Sub-Provider and/or to replace the Subcontractor in the event of non-compliance.
- 20.4. If the Service Provider intends to use subcontractors whose capabilities it relies on, or who would not be subject to verification of compliance with the qualification requirements and

the absence of grounds for exclusion under the Contract Documents, such use of subcontractors shall be documented in writing in a Contract Modification Agreement to be concluded by the Parties.

- 20.5. Subcontractors shall be entitled to use the direct payment option upon written request to the Client. For this purpose, the Client must inform the Subcontractors on the list of Subcontractors of such direct payment option within 3 (three) working days of receipt of the list of Subcontractors or the amended list of Subcontractors. In the event that a Subcontractor expresses its wish to use the direct payment option, the Client and the Service Provider must enter into a tripartite agreement with the Subcontractor.

21. SPECIALISTS AND PROCEDURES FOR REPLACING THEM

- 21.1. The Service Provider shall use the specialists specified in the Tender (if applicable) to carry out the Contract.
- 21.2. In the event of the necessity to change a specialist due to circumstances beyond the control of the Service Provider (e.g. in the event of the specialist's illness, death or other important circumstances), the Service Provider shall inform the Client thereof not later than within 3 (three) working days from the date of the clarification of such circumstances and not later than within 10 (ten) days from the date of the clarification of such circumstances, shall propose to the Client to consider the candidacy of a new specialist whose qualification complies with the qualification requirements set out in the Procurement documents and shall submit to the Client the documents confirming the specialist's qualifications.
- 21.3. The Client, having assessed the nomination of the new specialist and satisfied that the person meets the applicable requirements, shall accept the nomination of the new specialist and shall inform the Service Provider thereof. The new specialist may only commence performance of the Contract upon the Client's acceptance of his/her nomination. A change of Specialist shall not be deemed to be an amendment to the Contract requiring a separate agreement between the Parties to amend the Contract.
- 21.4. Violation of the procedure for the replacement of Specialists shall be considered a material breach of the Contract, which shall entitle the Client to unilaterally terminate the Contract with the Service Provider.
- 21.5. The client does not bear the cost of replacing specialists.

22. CONCLUSION AND VALIDITY OF THE CONTRACT

- 22.1. If the Special Terms and Conditions does not require the provision of a performance security, the Contract shall enter into force on the date of signature of the Contract. If the Special Terms and Conditions requires the provision of a Security of performance of the Contract, the Contract shall enter into force upon signature of the Contract by the Parties to the Contract and the Service Provider's provision to the Client of a satisfactory Security of performance of the Contract.
- 22.2. The date of signature of the Contract shall be deemed to be the date on which the Contract is signed by both Parties. If the Parties to the Contract sign the Contract on different dates, the date of signature of the Contract shall be the date on which the last of the Parties signs the Contract. If only one of the Parties has indicated the date of signature of the Contract, both Parties shall be deemed to have signed on the same date.
- 22.3. The contract is in the national language. If the Contract is concluded in both the Lithuanian and English languages, the Lithuanian language text of the Contract shall prevail for the purpose of interpretation of the Contract unless otherwise provided in the Special Terms and Conditions.
- 22.4. The Contract shall be executed in paper form in two counterparts, one of which shall have equal legal force, one for each Party. The Contract in electronic form shall be executed in a single copy when signed with qualified electronic signatures.
- 22.5. The contract shall remain in force until the contractual obligations have been fully discharged.
- 22.6. If any provision of this Contract is or becomes invalid in whole or in part, it shall not invalidate the remaining provisions of this Contract. In such event, the Parties agree to use their best efforts to replace the invalid provision with a legally effective provision which, as far as possible, will have the same effect as the replaced provision.

23. APPLICABLE LAW AND DISPUTE RESOLUTION

- 23.1. This Contract shall be made, construed and enforced in accordance with the law of the Republic of Lithuania. The laws and regulations of the Republic of Lithuania shall apply to the relations between the Parties not governed by this Contract.
- 23.2. The Parties agree that all disputes, controversies, claims and/or claims arising out of and/or

in connection with this Contract, its performance, termination and/or breach, as well as any difference in interpretation of the provisions of this Contract, shall be settled by the Parties by way of negotiation in accordance with the principles of fairness, reasonableness and equity.

- 23.3. If the Parties are unable to resolve their disputes/disagreements, claims and/or claims by negotiation, they shall be settled in the courts of the Republic of Lithuania located in Vilnius, in accordance with the procedure established by the laws of the Republic of Lithuania.

24. OTHER TERMS OF THE CONTRACT

- 24.1. The Annexes to the Contract form an integral part of the Contract.
- 24.2. The Service Provider shall not be entitled to transfer the rights and obligations defined in the Contract to a third party without the written consent of the Client.
- 24.3. All information, notices or communications relating to this Contract must be in writing and must be sent by e-mail or registered letter or courier service (with acknowledgement of service) or delivered by hand to the addresses set out in Annex No. 1 to the Special Terms and Conditions. Notices sent by e-mail shall be deemed to have been received on the day of sending or on the next working day if the day of sending was not a working day or if the e-mail was sent after working hours (after 4 p.m.). All information, warnings, notices and communications given by e-mail, including signed and scanned documents, shall be deemed to have been duly served. Notices sent by registered letter shall be deemed to have been served at the latest 3 (three) working days after they have been sent.
- 24.4. The Parties shall designate contact persons for communication, whose details are set out in Annex No. 1 to the Special Terms and Conditions.
- 24.5. Each Party shall notify the other Party in writing of any change in its address, contact persons or other particulars as set out in Annex No. 1 of the Special Terms and Conditions immediately, but in any event not later than five (5) working days after the date of such change. Until such time as the change of address or other particulars has been notified, all notices and other correspondence sent to the address specified in this Contract shall be deemed to have been duly served.
- 24.6. The designated responsible person of the Client shall, inter alia, have the right to give the Service Provider's responsible person the mandatory instructions related to the performance of the Contract, to sign the acts of transfer and acceptance of the Services, the received VAT invoices and other documents related to the performance of the Contract (except for the agreements on the renewal, amendment, etc.).
- 24.7. The Service Provider is aware and does not object that during the term of the Contract, the Client shall have the right, subject to mandatory national security requirements and guidelines, to inspect and obtain the necessary information about the Service Provider and its related persons (including, but not limited to, participants of a legal entity, beneficiaries, etc.) from public registers, including, but not limited to, the Register of Legal Entities, the Information System of Participants of Legal Entities, the Information System of Beneficiaries of Legal Entities, etc. The Service Provider is also aware of, and undertakes to provide all the above information and the information requested by the Client upon the Client's request to the Service Provider.
- 24.8. During the term of the Contract, the Client shall have the right to request the Service Provider to provide supporting documents regarding the compliance of the goods/equipment/materials used during the provision of the Services with the provisions of the Law of the Republic of Lithuania on Procurement by Contracting Entities in the Field of Water, Energy, Transport or Postal Services, Article 58, Paragraph 4 of the Law on Procurement in the Field of Water, Energy, Transport or Postal Services¹, and the Service Provider's and its Subcontractors' compliance with the provisions of the Regulation of the European Council of the European Union (EU) No. 2022/576 of April 8th, 2022, amending Regulation (EU) No 833/2014 concerning restrictive measures in view of the actions of Russia in destabilising the situation in Ukraine, as well as compliance with the provisions of Article 50 (part 9) of the Law of the Republic of Lithuania on Procurement by Contracting Entities in the Field of Water Management, Energy, Transport or Postal Services (*if applicable*). Failure of the Service Provider to provide such information may lead to termination of the Contract in accordance with the procedure set out in the Contract.
- 24.9. The Service Provider must reduce paper consumption, eliminate unnecessary photocopying and printing of documents, provide documents in electronic format, and ensure that documentation to be signed is signed with an electronic signature. Where printing is necessary, recycled paper shall be used which complies with the requirements for green procurement as approved by 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 which Environmental Criteria are Applicable to the Public Procurement, the List of the Environmental Criteria and the Description of the Procedures of the Application of

Environmental Criteria to be Applied by Contracting Organisations in the Procurement of Goods, Services or Works'.

- 24.10. The Service Provider is aware that the Client will manage the technological risks that may arise during the performance of the Contract in accordance with the provisions of the Law of the Republic of Lithuania on Cyber Security and the legal acts implementing it, and the Order of the Client's CEO of 9 February 2022 No. 1R-24 , "On Approval of the Company's Information Technology Security Documents" (as subsequently amended), which regulates the basic principles of ensuring and managing the Client's information security, and the organisational and technical cyber security requirements applicable to specific systems, as provided for in the Regulation No. The Client's information systems are governed by the description approved by Order No. 1R-42 of the CEO of the Company dated 16 March 2011 (as subsequently amended) regarding the approval of the description of the Company's industrial process management system and other communications and information systems operated and managed. The Service Provider also undertakes to ensure compliance with the organisational and technical cyber security requirements set out in the Law on Cyber Security of the Republic of Lithuania, the Resolution of the Government of the Republic of Lithuania No. 818 of 13 August 2018 on the Implementation of the Law on Cyber Security of the Republic of Lithuania, and other legal acts. If, due to the nature of the information system, the Service Provider is not able to implement a specific requirement, it shall inform the Client by proposing another analogous measure to manage the technological risks that may arise, which would be selected taking into account the nature and category of the communication and information system, the state of the art, and in accordance with the manufacturer's recommendation of at least one best security practice.