

## CONTRACT ON THE PURCHASE-SALE

### SPECIAL PART

25 January 2016, No. KPS-48  
Vilnius

**The Lithuanian Armed Forces**, legal entity code 188732677, Šv. Ignoto St. 8, 01144 Vilnius, represented by the Commander of the Logistics Command, Col. Sigitas Mundrys, acting in accordance with the authority granted according to Order No. V-433 of 8 April 2015 of the Chief of Defence of the Republic of Lithuania (hereinafter – **the Purchaser**) and **Losberger Rapid Deployment Systems SAS** represented by Sales Development Manager Mr Claudio Mariottini acting in accordance with the authority granted according to Director General Mr Philippe Doucet 2016 January 15 Letter of mandate, (hereinafter – **the Seller**), hereinafter jointly in the present Contract on the Purchase-Sale of Goods referred to as the Parties, and each individually – the Parties, acting in accordance with the Law on Public Procurement of the Republic of Lithuania have concluded the present Contract on the Purchase-Sale of Goods, hereinafter referred to as the Contract, and have agreed regarding the terms and conditions as laid down below.

#### 1. Object of the Contract:

The **Seller** undertakes to sell and deliver **5 sets of universal tents with accessories** (hereinafter – the Goods) compliant with the technical specification laid down in Annex 2 'Technical specification' (hereinafter – Annex 2) to the Contract. The Purchaser undertakes to accept the Goods compliant with the technical specifications set forth in Annex 1 'Quantities and prices of the Goods' (hereinafter – Annex 1), and pay for the Goods in the procedure set forth in the present Contract.

#### 2. Price of the Contract:

2.1. The total price of the contract is **EUR 1,091,515.00** (one million ninety one thousand and five hundred fifteen euro, 00 cents) excluding the value added tax of 21 % (hereinafter – VAT). The prices of individual prices are specified in Annex 1 (excl. VAT).

#### 3. Place, term and the conditions of the delivery of the Goods:

3.1. The **Seller** undertakes to deliver the Goods specified in Annex 1 to the contract within 4 (four) months from the effective date of the Contract to the LK Lithuanian great hetman Jonušo Radvilos training regiment, Rukla, Jonava district.

3.2. The transfer and acceptance of the delivered Goods are recorded in the Transfer-Acceptance Statement signed by both Parties.

3.3. The Seller undertakes, within no later than 14 (fourteen) days of the date of the signature of the Transfer-Acceptance Statement, at its own expense train no less than five members of the Purchaser's staff to properly operate the Goods, diagnose and repair different minor faults. Having graduated from the training the specialists will be issued respective certificates.

3.4. In connection with the Goods the **Seller** shall at no charge to deliver a full set of documentation (copies of all certificates or declarations of compliance of all materials and works, technical descriptions of the Goods (a technical passport issued by the manufacturer, drawings, copies of certificates), operational manuals of the Goods)) in the Lithuanian and the English languages.

3.5. The **Seller** undertakes to provide a catalogue of spare parts with NSN codes, if such codes have been assigned, or a catalogue with the identification codes assigned by the manufacturer.

#### 4. Payment procedure:

4.1. Upon a decision of the **Purchaser** under the conditions specified in Item 4.3 of the General Part of the **Contract**, an advance payment may be paid in the amount of 100 % of the total price of the **Contract** specified in Item 2 of the Special Part of the **Contract**. The **Purchaser** shall notify the **Seller** of the amount of the advance payable by a separate notice.

4.2. Within 5 (five) working days of the receipt of the notice referred to in Item 4.1 of the Special Part the **Seller** shall submit to the **Purchaser** a bank guarantee or a letter of surety of an insurance

company for the advance payment in the amount of the agreed advance payment, and an invoice for the payment as provided for in the General Part of the Contract.

**4.3.** The term of validity of the bank guarantee or the surety letter issued by an insurance company is 6 (six) months from the effective date of the Contract.

**5.** The **Purchaser** has a right, in the manner specified in the General Part of the Contract, to terminate the Contract:

**5.1.** where the **Seller** delays the delivery of the Goods for more than 30 (thirty) days from the term specified in Item 3.1 of the Special Part of the Contract, the **Purchaser** shall have a right to terminate the Contract in the manner specified in Item 9.2.1 of the General Part of the Contract.

**5.2.** where the *force majeure* circumstances persist for more than 30 (thirty) days, the **Purchaser** shall have a right to terminate the Contract in the manner specified in Item 9.2.1 of the General Part of the Contract.

**5.3.** in other cases specified in the General Part of the Contract.

## **6. Quality of the Goods:**

**6.1.** The Goods must be new and not previously used, of complete set according to the technical documentation, fully functional, prepared for use and compliant with the requirements of the Contract and its Annex 2, and the technical specification of the manufacturing entity.

**6.2.** The **Seller** undertakes to create conditions for an authorised representative of the **Purchaser** to visit the company and access the documents supporting the compliance of the goods, participate at testing, if the **Purchaser** so prefers.

**6.3.** The **Seller** (in the cases where the Seller is not the manufacturer of the Goods) shall ensure that while manufacturing the goods, the manufacturer complies with the requirements for the Goods and their quality specified in the Contract. The responsibility for the fulfilment and supervision of the requirements lies with the **Seller**. The **Seller** is responsible for the control over the quality of the Goods in the course of production, and for the delivery to the **Purchaser** of the Goods of appropriate quality compliant with the requirements of the Contract.

**6.4.** The Parties shall appoint their representatives:

**6.4.1.** The representative appointed by the **Seller** responsible for the quality of the Goods supplied: Claudio MARIOTTINI Sales Development Manager, LOSBERGER RDS, tel.: +39 3485803158, e-mail: claudiomariottini@losberger-rds.com

**6.4.2.** The representative appointed by the **Purchaser** responsible for the control of the quality of the Goods accepted: Dovydas Deveikis, Specialist of the Material resources Department, tel.: +370 5210 3791, e-mail: dovydas.deveikis@mil.lt

## **7. Quality warranty:**

**7.1.** With respect to the Goods delivered the **Seller** grants a quality warranty in the term no shorter than specified in Annex 2 to the Contract. The quality warranty term of the Goods shall start as of the date of the signature of the Statement on the Transfer-Acceptance of the Goods.

**7.2.** The **Seller** undertakes that the warranty servicing of the Goods, their technical maintenance and repair of the Goods will be performed by authorised warranty servicing and repair workshops of the manufacturer (or its distributor). When replacing or repairing an item of the Goods, all expenses related to the transportation of the Goods from the location designated by the **Purchaser**, loading and unloading, also returning of the Goods to the place designated by the **Purchaser**, shall be covered by the **Seller**. In any case of warranty servicing the responsibility for the appropriate fulfilment of warranty obligations lies with the **Seller**.

**7.3.** In case within the warranty term the Goods are located outside the Republic of Lithuania, the warranty repair must be carried out by a representative of the **Seller** (or the manufacturer) in the country of location of the Goods, or at one of the divisions of the **Seller** in the Republic of Lithuania to which the Goods shall be delivered by the **Purchaser**.

**7.4.** The **Seller** ensures the supply of spare parts and the materials required for repair operations for the purpose of the technical maintenance and repair works during the warranty and the post-warranty periods.

**7.5.** The **Seller** shall fulfil the obligations referred to in Item 6.3 of the General Part of the Contract no later than within 30 (thirty) days of the receipt of the notice on a failure.

## **8. Security for the performance of the obligations:**

**8.1.** The amount secured by a bank guarantee or a surety letter of an insurance company – EUR 76,406.05 (seventy six thousand four hundred six euro and 5 cents) (7 % (seven percent) of the total price), excl. VAT.

**8.2.** The term of validity of the bank guarantee or the surety letter issued by an insurance company is 6 (six) months from the effective date of the Contract.

**8.3.** The bank guarantee or the surety letter issued by an insurance company shall comply with the requirements specified in Items 12.1, 12.2 and 12.3 of the General Part of the Contract.

**8.4.** The amount of the minimum damages pre-agreed by the **Parties** and set forth in Item 11.4 of the General Part of the Contract is 7 (seven) % of the Contract price.

## **9. Other conditions**

**9.1.** The **Seller** undertakes to fulfil the obligations specified in Item 8 of the General Part of the Contract, and submit a copy of the signed Contract, as well as the data required for the identification of the Goods being purchased to the National Codification Bureau of the Material Resources Department of the Lithuanian Armed Forces, at the address: Savanorių pr. 8, LT-01144 Vilnius, tel.: (8 5) 278 5252, fax: (8 5) 210 3793).

**9.2.** In case the **Seller** delays in preparing the specialists of the Purchaser for working with the Goods within the term specified in Item 3.3 of the Special Part of the Contract, the **Seller** shall pay the pre-agreed minimum damages of 0.2 % of the Contract price for each day delayed, and shall indemnify the Purchaser for its damages incurred through the **Seller's** failure to fulfil or an inappropriate fulfilment of the Contract. The **Seller** undertakes to pay the pre-agreed minimum damages no later than within the term indicated in the invoice or the payment request.

**9.3.** The Sub-contractors are not providing.

**9.4.** Annexes to the Contract:

Annex 1. Quantities and prices of the Goods 1 page

Annex 2. Technical specification 5 pages

Annex 3. Document forms required for codification, 2 pages.

**10.** The present Contract shall remain six month but not shorter than in effect until the full implementation of the contractual obligations by the **Parties** thereto.

## **11. Data of the Purchaser**

**Lithuanian Armed Forces**

Code: 188732677

VAT payer code LT887326716

Šv. Ignoto g. 8, LT-01144 Vilnius,

S/a: LT48 7300 0100 0246 0179

Bank: Swedbank, AB

### Correspondence and documents to be sent to:

Material Resources Department of the  
Lithuanian Armed Forces, Savanorių pr. 8,  
LT-06144 Vilnius

Contact person regarding the implementation  
of the Contract, Dovydas Deveikis, Specialist  
of the Material resources Department, tel.:  
+370 5210 3791, e-mail:  
dovydas.deveikis@mil.lt

## **12. Data of the Purchaser:**

**Losberger Rapid Deployment Systems SAS**

Code 31897508300037

VAT payer code FR85318975083

58a Rue du Dessous des Berges, 75013 Paris

S/a: FR82 3000 2085 7100 0046 6343 N03

LCL bank, bank code 30002,

Contact person regarding the implementation of  
the Contract:

Claudio MARIOTTINI

Sales Development Manager, LOSBERGER RDS,

tel.: +39 3485803158, e-mail:

[claudiomariottini@losberger-rds.com](mailto:claudiomariottini@losberger-rds.com)

## **PURCHASER**

Authorised by the Chief of Defence  
Commander of the Logistics Command

Col. Sigitas Mundrys

## **SELLER**

Losberger Rapid Deployment Systems SAS  
Sales Development Manager

Mr Claudio Mariottini



## II. DRAFT PUBLIC CONTRACT ON THE PURCHASE-SALE OF GOODS

### GENERAL PART

\_\_\_\_ January 2016, No.  
Vilnius

#### 1. Concepts

1.1. The principal concepts used for the purpose of the present Contract:

1.1.11. The Contract is the General and the Special Part of the present Contract, and the Annexes to the Contract on the Purchase-Sale of Goods.

1.1.2. The Parties to the Contract shall mean the **Purchaser** and the **Seller**.

1.1.2.1. The **Purchaser** shall mean the Party with the details specified in the Contract which purchases the Goods under the terms and conditions laid down in this Contract.

1.1.2.2. The **Seller** shall mean the Party with the details specified in the Contract which sells the Goods under the terms and conditions laid down in this Contract.

1.1.3. **Consignee** shall mean the division of the Purchaser specified in the Special Part of the Contract, or the Annex to the Contract, and to which the Goods will be delivered.

1.1.4. **Third party** shall mean any natural person or legal entity (including the state, public authorities, municipality, municipal authorities), which is not a party to this Contract.

1.1.5. **Licences** - shall mean all licences and/or permits required for the performance of the Contract.

1.1.6. **Object of the Contract** shall mean the Goods and all services relating to the selling thereof (training of the personnel, installation, delivery, etc.) agreed upon by the Parties in the Special Part hereof and corresponding with the requirements set forth by the Purchaser.

1.1.7. Minimal losses pre-agreed by the Parties shall mean an indisputable amount established in the Contract or calculated under the procedure set forth in the Contract which the **Seller** undertakes to pay to the **Purchaser** in the event of non-performance or improper performance of an obligation.

1.1.8. **Pricing rules** shall mean the price established in the Contract, or the rules on the calculation of the Contract price or its adjustment.

1.1.9. **Consignment of Goods** shall mean the quantity of goods delivered at a single shipment.

1.1.10. **Lot of Goods** shall mean consignments of goods manufactured from the same lot of material.

1.1.11. **Lot of Materials** shall mean a certain amount of material produced from the same raw materials obtained from the same **Seller** following the same technology and under the same terms and conditions. A certificate of conformity shall be considered a proof of the quality of the lot of material concerned.

1.2. The calculation of the minimal losses pre-agreed by the Parties shall commence as of the following day of the term of payment and expire upon the performance of obligations under the Contract by the Party (the day of performance of the obligations shall be considered the final day of calculation).

1.3. The titles of the Parts and Articles of the Contract are used for the convenience of references, and for the purpose of the interpretation of the Contract may be used as an auxiliary tool only.

1.4. Unless the Contract provides differently, the duration of the contract and other terms shall be counted in calendar days.

1.5. Should the payment term coincide with public holidays and days-off in the Republic of Lithuania, the payment term under the Contract shall be the following business day.

1.6. Where the context requires the words in singular in the Contract such words may also mean plural, and vice versa.

1.7. Where the meaning expressed in words differs from the meaning expressed in numbers, the meaning in words shall prevail.

## **2. Contract price/ rates of the goods/ pricing rules**

2.1. Contract price/rates shall mean the amount that the **Purchaser** undertakes to pay to the **Seller** in accordance with the procedure and terms stipulated in the Contract.

2.2. The Contract price/rates shall be stable, and shall not be amended throughout the validity of the Contract.

2.3. Prices of goods modified in accordance with the contract set out in the Annex to the pricing rules. Calculated rates documented in a written agreement between the parties and the subject goods are delivered after the parties signed the agreement into force (if the spec. referred that this condition applies).

2.4. The Contract price shall be inclusive of the price of the Goods, any costs and taxes. The rates of the Goods are presented inclusive of all costs and charges related to the sales of the Goods. The **Seller** shall add all costs relating to the supply of the Goods into the Contract price/rates of the goods, including but not limited to:

2.4.1. costs of logistics (transportation);

2.4.2. packing, loading, transit, unloading, unpacking, check-up, insurance and other costs relating to the provision of the Goods;

2.4.3. all costs relating to the issue and provision of the documents required by the **Purchaser**;

2.4.4. costs of the assembly/commissioning and/or the maintaining of the Goods on the spot;

2.4.5. costs of supply with tools required for the assembly and/or maintaining of the Goods;

2.4.6. costs of providing the use & care guides stipulated in the Technical Specification;

2.4.7. costs of the warranty repair of the Goods.

2.5. The risk of currency exchange rate fluctuations and changes in manufacturers' prices shall be assumed by the **Seller**.

## **3. Terms and conditions for the supply of the Goods**

3.1. The Goods shall be supplied within the terms and in the procedure set forth in the Special Part of the Contract (or the Annex(s) thereto).

3.2. The **Seller** shall provide the Services at own risk without any additional payment. The **Purchaser** shall acquire the ownership to the Goods only after the Parties sign the Transfer-Acceptance Statement which shall be signed only provided the Goods are of high quality and comply with the requirements set forth in the Contract and the Annex(s) thereto. Provided the Goods are of appropriate quality and correspond to the requirements stated in the Contract and the Annex(s) thereto the Transfer-Acceptance Statement shall be signed no later than within 30 days, except the cases where the Goods are subject to laboratory tests.

3.3. The **Purchaser** shall not pay for the quantities of the goods supplied in excess of the Contract/applications/orders.

3.4. In case the **Seller** delivers a consignment of Goods which is smaller than that indicated in the Contract/applications/orders, the **Purchaser** shall return the consignment of the Goods to the **Seller**, and the Goods shall be considered not delivered, and the **Seller** (if the terms for the delivery of the

Goods are missed as a result) shall be subject to the sanctions referred to in Item 11.1 of the General Part of the Contract.

3.5. After the Contract comes into effect the **Seller** undertakes, within the terms specified in the Special Part of the Contract:

3.5.1. To develop, produce, align with **Purchaser** and approve purchases of goods working standards (2 copies., one - the buyer, the second - the **Seller**) that the Treaty and its annex (s) the requirements set out (*if so provided in the Special Part of the Contract*);

3.5.2. Agreement with the **Purchaser** and provide quality assurance of goods provided to the plan, drawn up in accordance of the quality assurance plan for the preparation of recommendations or a specific contract in the standards (*if so provided in the Special Part of the Contract*).

3.5.3 To agree with the **Purchaser**, and approve the working standards of the Goods being purchased (2 copies, one copy for the **Purchaser**, and the second to the **Seller**) compliant with the requirements set forth in the Contract and the Annex(s) thereto.

3.6. The **Purchaser** shall return to the **Seller** the working standards of the Goods as referred to in Item 3.5, and the samples of the principal and the auxiliary materials used for the production of the Goods only after the **Seller** has fulfilled all of his contractual obligations, including the warranty obligations.

3.7. Where within the duration of the Contract the manufacturer of the Goods changes/renews the model/name indicated in the Contract of the Goods purchased under the present Contract, the **Seller** shall have a right to supply the Goods of a new model/name having in advance agreed the issue with the **Purchaser** and concluded an additional agreement with the **Purchaser**. The Goods of a new model/name shall comply with the requirements for the Goods purchased specified in the Contract and the Annex(s) thereto, supplied for the same price and their technical data may not be inferior to the technical data of the Goods covered by the Contract. The Goods of a new model shall be compatible with the other Goods purchased under the Contract, and those already in the possession of the **Purchaser**.

#### 4. Payment terms and conditions

4.1. The **Seller** shall be paid when the object of the Contract in conformity with the requirements established in the Contract and the Annex(s) thereto is handed over to the **Purchaser** upon signing by both parties of the Transfer-Acceptance Statement, within 30 (thirty) days of signing the Transfer-Acceptance Statement of the Goods and receipt of the invoice (the invoice shall be also send by electronic means). In case the Parties agree regarding different payment terms, such terms must be recorded in the Special Part of the Contract.

4.2. Upon the delivery of the Goods by the **Seller**, the **Purchaser** shall have a right to decide, within 3 (three) days whether the Goods delivered by the **Seller** (the specified lot/consignment of the Goods) shall be subject to laboratory tests in order to be satisfied that the Goods meet the requirements specified in the Contract and the Annex(s) thereto. In case the **Purchaser** decides not to perform any laboratory tests with the Goods, then the Goods compliant with the requirements specified in the Contract and the Annex(s) thereto shall be accepted, and the **Purchaser** shall pay to the **Seller** within 30 (thirty) days of the receipt of the invoice. Where the Purchaser decides that the Goods will be subject to laboratory tests, the Purchaser shall pay for the Goods within 30 (thirty) days after the results of the laboratory tests are received, and the Goods have been certified to be compliant with the requirements specified in the Contract and the Annex(s) thereto (*provided the Special Part of the Contract provides for this condition*).

4.3. Where the advance payment is made for the Goods in the amount indicated in the Special Part of the Contract, the **Seller** shall undertake, within 5 (five) working days from the receipt of the relevant notice to submit an advance payment bank guarantee and/or a surety letter (valid for two months longer than the term for the delivery of the Goods) issued by an insurance company for the amount of the advance payment made by the **Purchaser**, and an advance payment invoice.



4.4. The bank guarantee or the surety letter shall certify that the guarantor shall irrevocably and unconditionally undertake to pay the **Purchaser** an amount not exceeding the amount indicated in the bank guarantee/security letter by transferring the money to the **Purchaser's** account within 14 (fourteen) days after receipt of written notice from the **Purchaser**, confirming the termination of the Contract through the fault of the **Seller**.

4.5. The guarantee or the surety letter cannot state that the guarantor or the surety provider is liable only for compensation of direct damages. The guarantee or the surety letter may neither include any terms or conditions which would oblige the **Purchaser** to prove the guarantee or surety letter issuing company that the Contract with the **Seller** was terminated for legitimate reasons or otherwise permit the guarantee or the surety letter issuing company not to pay (or delay payment) the amount secured by the guarantee or the surety letter.

4.6. Advance payment bank guarantee or insurance company surety letter not corresponding to the requirements stated in Items 4.3-4.5 of the General Part of the Contract shall not be accepted. In this case, it will be assumed that the **Seller** failed to provide to the **Purchaser** an advance payment bank guarantee or a surety letter from the insurance company, and Item 4.1 of the Contract shall apply.

4.7. The **Purchaser** shall pay the advance payment within 10 (ten) days of receipt of the bank guarantee or the surety letter issued by an insurance company for the advance payment and of the invoice for advance payment. *(if so provided in the Special Part of the Contract)*.

## 5. Quality of the Goods

5.1. The Goods shall comply with the requirements set forth in the Contract and the Annex(s) thereto.


5.2. The **Seller** agrees that in accordance with the requirements of the LKS STANAG 4107 a representative of the State quality assurance may apply to a State quality assurance division of a NATO State or organisation in the state of the **Seller** to ensure the State quality assurance supervision within the period of the Contract implementation *(if so provided in the Special Part of the Contract)*. Where the **Seller** is not the manufacturer of the Goods, this requirement shall be included in the Contract of the **Seller** with the supplier which has manufactured the Goods notifying the **Purchaser** thereof *(if so provided in the Special Part of the Contract)*.

5.3. Where any deviations of the Goods from the requirements set forth in the Contract and the Annex (s) thereto are established in relation to the acceptance of the Goods, representatives of the **Seller** shall be called immediately, and a statement is issued in their presence, the Goods shall not be accepted, and the **Seller** shall be subjected to contractual liability *(in this case the contractual liability shall apply in case the term for the delivery of the Goods has expired)*.

5.4. If a conflict over the quality of the Goods or the compliance thereof with the requirements set forth in the Contract and the Annex (-s) thereto cannot be resolved by mutual agreement of the Parties, the Parties shall have the right to invite independent experts. All costs relating to the work of experts shall be borne by the Party found at fault.

5.5. Where, in accordance with Item 4.2 of the General Part of the Contract, the **Purchaser** decides to carry out the laboratory tests of the Goods, in the presence of a representative of the **Seller**, a quantity of the Goods specified in the Special Part of the Contract shall be selected to check the compliance of the Goods with the requirements specified in the Contract and the Annex (s) thereto *(if so provided in the Special Part of the Contract)*.

5.6. Where the laboratory tests verifying the compliance of the Goods with the requirements specified in the Contract and the Annex(s) thereto establish that the Goods fail to meet the requirements, a statement is drawn up, the remaining Goods (a lot or a consignment) Goods shall not be accepted, and the entire quantity of the Goods is returned to the **Seller**. No payment for the Goods is effected, and the Goods are considered not delivered, and the **Seller** is subjected to the sanctions referred to in Item 11.1 of the General Part of the Contract. In case the Goods are determined as not meeting the requirements set forth in the Contract and the Annex(s) thereto, the **Purchaser** shall not pay for the Goods used for the tests, while the **Seller** shall cover the costs of the laboratory tests, and pay to the Purchaser the minimum pre-agreed damages in the amount of 10 % of the value of the inferior quality



Goods. The minimum pre-agreed damages shall be used to compensate the **Purchaser** for the administrative costs incurred by the **Purchaser** in relation to the organisation of laboratory test procedures. In that case the **Seller** shall, instead of the Goods returned as not compliant with the requirements set forth in the Contract and the Annex(s), deliver new Goods compliant with the requirements set forth in the Contract and the Annex(s). The replacement of the Goods shall be completed within the term specified in the Special Part of the Contract (*if so provided in the Special Part of the Contract*).

5.7. Where the laboratory tests of the Goods determine that the Goods meet the requirements set forth in the Contract and the Annex(s) thereto, the **Purchaser** shall cover the costs of the laboratory tests, and the **Seller** shall replace the Goods used for the laboratory tests by new Goods without any additional charge.

## 6. Quality guarantee of the Goods

6.1. The Goods shall be granted the quality guarantee/ term of suitability for use as indicated in the Special Part of the Contract (or the Annex to the Contract).

6.2. Within the quality guarantee/suitability for use period the **Seller** shall, within the term specified in the Special Part of the Contract replace the defective item by a new item in compliance with the requirements set forth in the Contract and the Annex(s) hereto at its own cost (*if the Special Part provides for such a condition*).

6.3. Within the quality warranty period the **Seller** shall, no later than within the term indicated in the Special Part of the Contract, eliminate the defects of the Goods, and, in case that is not practicable, replace at own expense the Goods with defects by a new item compliant with the requirements set forth in the Contract and the Annex(s) thereto no later than within the term indicated in the Special Part of the Contract/ terms of suitability for use at own expense replace the Goods by new Goods compliant with the requirements set forth in the Contract and the Annex(s) thereto (*if the Special Part provides for such a condition*).

6.4. The **Seller** shall be notified of any defects of the goods identified during the quality warrant/suitability for use period in writing (by fax or mail). Quality claims may be filed throughout the entire quality guarantee/suitability for use period.

6.5. Within the quality guarantee period the **Purchaser** may decide to carry out laboratory tests of the Goods selected from a consignment of the Goods or from each lot (where a consignment consists of several lots), by selecting the quantity of the Goods whose compliance with the requirements set forth in the Contract or the Annex(s) thereto shall be verified in the presence of a representative of the **Seller**. In the event the results of the laboratory tests do not meet the requirements set forth in the Annex of the Contract, the entire lot/consignment of the Goods is considered defective and the costs of the laboratory tests shall be covered by the **Seller**. The replacement of the defective Goods by appropriate quality Goods shall be completed in accordance with the provisions of Item 6.3 of the General Part of the Contract (*if the Special Part provides for such a condition*).

6.6. In case an item is replaced with a new one, it shall be covered by a new quality warranty period specified in the Special Part of the Contract which shall be calculated as of the day of signing the Statement on Transfer-Acceptance of the new item.

6.7. The quality warranty period of the Goods that the **Purchaser** could not use in the period of the elimination of defects shall be extended for the period equal to the period of elimination of the defects.

6.8. The quality warranty specified in the Special Part of the Contract (or the Annex hereto) shall not apply if the **Seller** is able to prove that the defects of the Goods originated due to incorrect or improper treatment of the Goods by the **Purchaser** or the activities of third parties, or *force majeure*.

## 7. Force majeure

7.1. The Party shall not be held responsible for a failure to fulfil its obligations under the present contract, where the Party proves that the failure to perform has been caused by force majeure that the Parties could not control or reasonably foresee, or prevent the appearance of the circumstances or their



consequences. The force majeure circumstances shall be the circumstances specified in Article 6.212 of the Civil Code of the Republic of Lithuania, and the Rules on the release from liability in view of force majeure circumstances approved Resolution No. 840 of 15 July 1996 of the Government of the Republic of Lithuania. For the purpose of determining the presence of force majeure circumstances the Parties shall follow Resolution No. 222 of 13 March 1997 of the Government of the Republic of Lithuania 'On the approval of the procedure for the issue of certificates certifying the presence of force majeure circumstances', or the legal acts replacing it. In the presence of force majeure circumstances the Parties of the Contract are released from the liability in the manner specified by legal acts of the Republic of Lithuania for the failure to fulfil their obligations, partial or inadequate fulfilment of such obligations, and the term for the fulfilment of the contractual obligations shall be accordingly extended.

7.2. The Party requesting a release from liability shall notify the other Party of the *force majeure* circumstances in writing without delay, but no later than within 10 (ten) business days of the day of the occurrence or discovery of existence of such circumstances by providing evidence to all reasonable precautions taken by it and to every possible effort made by it to reduce the costs or negative consequences, as well as communicate the expected term for the performance of obligations. The notice shall be also required in case when the basis for non-fulfilment of the obligations expires.

## 8. Codification

8.1. Within 5 (five) days after the coming into effect of the Contract the **Seller** shall submit to the **Purchaser**, at the address indicated thereby, a copy of the signed Contract and the documents required for the identification of the Goods according to the forms 'List of material valuables to be codified' and 'The information on the manufacturer and the supplier' provided in the Annex to the Contract. The **Seller** shall provide the completed and signed forms in electronic or paper form (*if the Special Part provides for such a condition*).

8.2. At the **Purchaser's** request, the **Seller** shall within 5 (five) days submit the additional technical documentation required for codification free of charge (e.g. technical characteristics, drawings, photographs, catalogues, links, etc.).

## 9. Termination of the Contract

9.1. The present Contract may be terminated:

9.1.1. upon a written agreement of the **Parties**;

9.1.2 where the *force majeure* circumstances persist for a longer period than the number of days indicated in the Special Part of the Contract (depending on the specific characteristics of performance of the Contract a particular period from 14 to 60 days may be indicated in the Special Part of the Contract) and the Parties have not entered into any agreements to amend the Contract permitting the Parties to continue the performance of their contractual obligations.

9.2. The **Purchaser**, having notified the **Provider** no later than within 7 (seven) days thereof, shall have the right to unilaterally terminate the Contract, where:

9.2.1. The **Seller** delays in delivering the Goods by the term specified in the Special Part hereof;

9.2.2. The **Seller** fails (or informs that it will not be able to) fulfil its contractual obligations to supply the Goods;

9.2.3. The **Seller** increases the prices/rates of the Goods, except for the case set forth in Item 2.2 of the General Part of the Contract;

9.2.4. The **Seller** fails to comply with or improperly complies with the guarantee obligations set forth in Item 6 of the General Part of the Contract;

9.2.5. The **Seller** fails to perform the obligation laid down in Item 12.4 of the General Part of the Contract (*in case the performance of the Contract is secured by a surety letter or a bank guarantee*);

9.2.6. The Goods supplied by the **Seller** or the quality of the Goods fail to comply with the requirements specified in the Contract and the Annexes thereto;

9.2.7. The **Seller** fails to provide a bank guarantee for advance payment valid for a period not shorter than the period specified in Item 4.3 of the General Part of the Contract in due time (*if an advance payment is provided according to the terms and conditions of the Contract*);

9.2.8. The **Seller** is under liquidation procedure or a petition has been filed to court concerning the initiation of bankruptcy or restructuring proceedings, or is subjected to bankruptcy or restructuring proceedings, or a decision on the initiation of out-of-court bankruptcy proceedings.

9.3. Upon termination of the Contract, the **Seller** shall within 10 (ten) days of termination of the Contract return the advance payment paid (if the advance payment has been paid) for the Services that were not delivered to the **Purchaser**.

## 10. Dispute settlement procedure

10.1. The present Contract has been executed and shall be interpreted according to laws of the Republic of Lithuania.

10.2. All disputes or controversies arising between the Parties in relation to the Contract shall be settled by way of negotiations; if the Parties fail to solve the dispute, it shall be examined in accordance with the procedure established by the legal acts of the Republic of Lithuania at courts of the Republic of Lithuania according to the registered office of the **Purchaser** (*or if the Purchaser is a unit of the Lithuanian Armed Forces - according to registered office of the legal person - the Lithuanian Armed Forces*).

## 11. Liability

11.1. Where the **Seller** delays in delivery of the Goods within the term specified in the Special Part of the Contract, the **Seller** shall pay to the **Purchaser** a late interest in the amount of 0.2 % of the value of the delayed Goods for each day/hour delayed (*applied depending on the manner of counting the term of the obligation in the Special Part of the Contract*) as the pre-agreed minimum damages, the payment whereof does not release the **Seller** from the obligation to indemnify the **Purchaser** for the damage incurred through the failure of the **Seller** to fulfil or to properly fulfil the Contract. The **Seller** undertakes to pay the pre-agreed minimum damages no later than within the term indicated in the invoice or the payment request.

11.2. Where within the quality guarantee term the **Seller** delays in fulfilling the obligations referred to in Item 6.2 of the General Part of the Contract within the term set forth in the Special Part of the Contract, the **Seller** shall pay to the **Purchaser** the pre-agreed minimum damages of 0.2 % of the value of the Goods which have not been replaced for each day/hour delayed, the payment whereof does not release the **Seller** from the obligation to indemnify the **Purchaser** for the damage incurred through the failure of the **Seller** to fulfil or to properly fulfil the obligations related to the quality guarantee of the Goods/ the term of the suitability for use.

11.3. Where within the quality guarantee/suitability for use term the **Seller** delays in fulfilling the obligations referred to in Item 6.3 of the General Part of the Contract within the term set forth in the Special Part of the Contract, the **Seller** shall pay to the **Purchaser** the pre-agreed minimum damages of 0.2 % of the value of the Goods which have not been replaced, or whose defects have not been eliminated for each day/hour delayed, the payment whereof does not release the **Seller** from the obligation to indemnify the **Purchaser** for the damage incurred through the failure of the **Seller** to fulfil or to properly fulfil the obligations related to the quality guarantee of the Goods/ the term of the suitability for use.

11.4. Where the Contract is terminated on the grounds specified in Items 9.2.1, 9.2.2, 9.2.3, 9.2.5, 9.2.6 (9.2.7. (*if advance payment is provided for in the terms and conditions of the Contract*)) of the General Part of the Contract, the **Provider** shall within 14 (fourteen) days (as of the day of termination of the Contract) pay the **Purchaser** the minimum pre-agreed damages equal to 7 % (seven percent) of the Contract price (or the total tender price (including VAT – *in case VAT is included into the*

*Contract price*) (the specific percentage or the specific fixed amount indicated in the Special Part of the Contract), or of minimum pre-agreed damages, but not exceeding the total value of all outstanding obligations under the Contract. The payment of the minimum pre-agreed damages shall not release the **Seller** from the obligation to cover all the losses incurred by the **Purchaser** due to non-performance or improper performance of the Contract by the **Seller**.

11.5. Where the Contract is terminated due to the reason referred to in Item 9.2.4 of the General Part of the Contract, the **Seller** shall within 7 (seven) days of the termination of the Contract pay to the **Purchaser** the minimum pre-agreed damages of the value of the defective Goods, but not exceeding the value of all the obligations defaulted under the present Contract. The payment of the minimum pre-agreed damage does not release the **Seller** from the obligation to cover all the losses incurred by the **Purchaser** due to non-performance or improper performance of the Contract by the **Seller**.

11.6. Other cases of the application of the contractual liability with respect to the **Seller** are indicated in the Special Part of the Contract.

11.7. Delayed financing from the budget shall be deemed the plausible grounds for an absolute release of the **Purchaser** from civil liability and payment of default interest on overdue payment.

## **12. Validity of the Contract**

12.1. The Contract shall take effect from the signature thereof by both Parties (*this clause shall apply if the performance of the Contract is secured by a surety letter or a bank guarantee*) and after the **Provider** submits to the **Purchaser** a bank guarantee or the surety letter of an insurance company as a security for the payment of the amount indicated in Item 11.4 of the General Part hereof (according to the bank guarantee or the surety letter the guarantor/surety provider shall undertake to pay the amount specified in Item 11.4 of the General Part of the Contract if the **Purchaser** terminates the Contract on any grounds listed in Items 9.2.1 – 9.2.7). The guarantee or the surety letter indicating that the guarantor or the surety provider is liable only for indemnification of direct damages shall not be accepted as the guarantor or the surety provider must undertake to indemnify the specific Contract performance security amount indicated in Item 11.4 hereof) (*in case the contract performance will be secured by a security letter or a bank guarantee*).

12.2. The guarantor/surety provider shall irrevocably and unconditionally undertake to perform the duty and pay the amount guaranteed by transferring the amount to the Purchaser's account within 14 (fourteen) days of a written notice confirming the termination of the Contract through the **Provider's** fault on the grounds provided for in the Contract, by transferring the funds to the account of the **Purchaser** (*in case the Contract performance is secured by a surety letter or a bank guarantee*).

12.3. The **Seller** shall within 5 (five) working days of signing the Contract submit the Contract performance guarantee of a bank or the surety letter of an insurance company specified in Item 12.1 of the General Part hereof to the **Purchaser** which shall be valid for two months longer than the term of the supply of the Goods provided for in the Special Part hereof, or the term of validity of the Contract. The payment of the amount indicated in the bank guarantee or a surety letter issued by an insurance company as a security of performance of the obligations under the Contract shall not be related to the compensation of the damage incurred by the Purchaser, and does not release the Seller from the obligation to fully compensate the Seller for the damage incurred thereby (*in case the Contract performance is secured by a surety letter or a bank guarantee*).

12.4. If the legal entity which has issued the Contract performance security (a bank or an insurance company) is unable to perform its obligations in the period of validity of the Contract, the **Seller** shall within 10 (ten) days provide a new Contract performance security under the same terms and conditions as the original security. If the **Seller** fails to provide a new Contract performance security, the **Purchaser** shall have the right to terminate the Contract under the procedure stipulated in Item 9.2.5 of the General Part of the Contract.

12.5. The Contract Performance security shall be returned within 10 (ten) days of expiry of the performance security upon a written request submitted by the **Seller** (*in case the performance of the contract is secured by a surety letter or a bank guarantee*).





12.6. During the effective period of the Contract its terms and conditions shall not be amended, except for those cases when changing such conditions would not violate the principles and goals established in Article 3 of the Law on Public Procurement / Article 6 of the Law on Public Procurement in the Area of Defence and Security of the Republic of Lithuania, and subject to an approval of the Public Procurement Office. Any adjustment of the terms and conditions of the Contract under the circumstances provided therein shall not be considered to be an amendment of the terms of the Contract where such circumstances have been clearly and unambiguously defined in the Procurement Documents.

12.7. Should within the validity of the Contract the Parties identify technical errors or clerical mistakes (false transfer of provisions from a tender or the Procurement Conditions, etc.), the persons responsible for the performance of the Contract or the details of the Parties specified herein change during the period of validity of the Contract, the Parties may by a written agreement correct the provisions of the Contract without applying to the Public Procurement Office. Such correction of the provisions of the Contract shall not be considered to be an amendment of the provisions of the Contract.

12.8. The Contract may be extended under the terms and conditions laid down in the Special Part hereof.

12.9. The expiry term of the Contract provided in the Special Part of the Contract shall not end the obligations of the Parties indicated in the Contract and shall not release them from civil liabilities in the event of breach of the Contract.

### 13. Correspondence

13.1. The notices in the Lithuanian/English languages (*applicable where the contract is executed in English*) delivered between the **Purchaser** and the **Seller** shall be executed in writing. The notices between the Parties shall be sent by mail, e-mail, fax or delivered in person. The notices shall be sent to the addresses and numbers specified in the details of the Parties in the Special Part hereof. Where the sender of a notice requires an acknowledgement of receipt, the sender shall indicate so in the outgoing notice. In case any deadline of reply to a written notice is established, the sender should include a request of acknowledgement of receipt of a written notice.

13.2. The Parties shall within 3 (three) business days notify one another in writing of the change in the contact details of the Party specified in the Special Part hereof. Either Party failing to notify of the change of its details in a timely manner shall not be entitled to file any claims in respect of any actions performed by the other Party following the details of the Party provided in this Contract.

### 14. Confidentiality


14.1. The Parties shall ensure that the information communicated by one Party to another will be used for the purposes of the Contract exclusively and shall not be used in a way potentially inflicting harm on the Party communicating the information.

14.2. The Parties shall ensure the confidentiality of all information known to them and/or entrusted to them throughout the validity of the Contract, and upon expiry or termination hereof.

14.3. Unless otherwise provided for in the legal acts of the Republic of Lithuania, the **Seller** shall not use the information entrusted to it by the **Purchaser** either in its personal interest or in the interest of any third parties or disclose such information to other parties without prior written agreement of the **Purchaser**.

### 15. Final provisions

15.1. The Contract has been executed in the Lithuanian/English, the Lithuanian and the English languages in two/four counterpart copies (one/two copies to each Party) (*depending on the languages in which the contract will be executed*). Both counterparts of the Contract are authentic and shall be of equal legal power. In the event of any discrepancies between the texts in the Lithuanian and English



languages, the text in English shall prevail (*applicable where the contract is concluded with a foreign Seller in the Lithuanian and English languages*).

15.2. The Contract is constituted of the General Part and the Special Part, as well as the Annex(s) hereto. All annexes to this Contract shall constitute an integral part hereof.

15.3. Neither **Party** shall have the right to assign its rights or obligations under the present Contract to any third party without having obtained prior written consent of the other **Party**.

15.4. Unless otherwise provided in the Special Part of the Contract the **Seller** shall pay the **Purchaser** the minimum pre-agreed damages to an extent of 5% of the of the Contract/tender price for breach of obligation stated in the Item 15.3 of the Contract.

15.5. The **Seller** warrants that it has all licences required for the performance of the Contract. The **Seller** undertakes to cover the **Purchaser's** losses in case any claims are put forward to the **Purchaser** or proceedings instituted with its respect regarding violations related to the patents or licences concerning the Contract or committed in the period of performance of the Contract.

15.6. The Parties hereby confirm that when entering into the present Contract they did not exceed or breach their competence (Articles of Association, regulations, statute, any resolution, decision, order of the managing body of the Party (owner, incorporator or other competent entity), or any binding legal act (including local, individual), transaction, court decision (ruling, judgement), etc.).

15.7. The person/persons appointed by the **Seller** representing the **Seller** in accepting and approving orders submitted by the **Purchaser**, responsible for the estimates of the Goods supplied, who participates at meetings with the **Purchaser** and performs other actions required for the due implementation of the Contract are specified in the Special Part of the Contract.

15.8. The person/persons appointed by the **Purchaser**, representing the **Purchaser** and submitting orders to the **Seller**, who participates at meetings with the **Seller** and performs other actions required for the due implementation of the Contract are specified in the Special Part of the Contract.

#### THE PURCHASER

Authorised by the Chief of Defence  
Commander of the Logistics Command

Col. Sigitas Mundrys

#### THE SELLER

Losberger Rapid Deployment Systems SAS  
Sales Development Manager

Mr Claudio Mariottini

# THE QUANTITIES AND PRICES OF THE GOODS

No.	Item name	Quantity	Unit of measurement	Price per piece (VAT excluded) (EUR)	Price (VAT excluded) currency (EUR) (3 x 5)
1	2	3	4	5	7
1.	Universal tent with its equipment (set): <i>This set includes:</i>	5	set	218,303.00	1,091,515.00
1.1.	Universal tent	5	pcs	132,000.00	660,000.00
1.2.	Heating system	5	set	20,415.00	102,075.00
1.3.	Ventilation and air conditioning system	5	set	59,736.00	298,680.00
1.4.	Electrical installation	5	set	2,512.00	12,560.00
1.5.	Lighting system	5	set	2,800.00	14,000.00
1.6.	Tool kit of maintenance and repair tools.	5	set	840.00	4,200.00
<b>Total price for the 5 sets (universal tents with their equipment): 1,091,515.00</b> One million ninety-one thousand five hundred and fifteen euro zero cents.					

Exemption from VAT, as the supply of goods is carried out within the EU and between the EU into another. In this case, according to the laws purchaser itself must pay VAT.

THE PURCHASER

THE SELLER

On behalf of the Lithuanian Armed Forces  
Commander of the Logistics Command

„Losberger Rapid Deployment Systems SAS“  
Sales Development Manager

Col. Sigita Mundris

Mr Claudio Mariottini



## TECHNICAL SPECIFICATION

### UNIVERSAL TENT AND ITS EQUIPMENT

A universal tent and its equipment (hereinafter – the tent) shall be designed for soldier welfare, physical fitness, leisure activities and storage of materiel. The tent shall be suitable to use in various geographical areas and under various climate conditions. The tent must be new, unused, designed for military, the design shall be mass-produced and not experimental.

The tent provided by a supplier/manufacturer shall match commercial off-the-shelf (COTS) products tested in the militaries of NATO countries, and shall comply with the technical requirements listed in this technical specification.

The tent and its equipment's colour shall be matt RAL 6003 OLIVE GREEN.

#### 1. GENERAL

1.1. The tent shall be suitable to build on a flat, sandy, rocky ground, unbroken soil or in a humid area.

1.2. The tent and its equipment must be designed to use in temperatures ranging from -30° C to +49° C, in 1 g/m<sup>3</sup> dust conditions, during intensive rain of up to 1000 mm/m<sup>2</sup>, snow load of at least 75 kg/m<sup>2</sup>, wind gusts up to 100 km/h. The tent and its equipment components shall be suitable for storing and transportation in temperatures ranging from -40° C to +70° C.

1.3. The tent shall be suitable for multiple setup.

1.4. It shall be easy to transport by road vehicles, ships, railway and aircraft.

1.5. The tent design must be such that trained personnel would be able to pack/unpack it, set it up, take it down without using special tools or additional equipment, except ladder or movable platforms.

#### 2. TENT STRUCTURE

The tent shall be made from individual assembled units which must tightly interconnect. The roof structure of the tent may be triangular or arc-shaped.

##### 2.1. Tent fabric

2.1.1. The tent's fabric shall be made of polyester fabric coated with PVC or equivalent material from both sides. The fabric's density (the density of the fabric threads) shall be at least 1100 dtex, the fabric's weight (the density of the fabric surface) shall be 650 – 750 g/m<sup>2</sup>. The fabrics shall be waterproof, resistant to mould, fungi, frost, heat (does not sustain combustion, self-extinguishing) and resistant to the effect of cleaning chemicals. The fabric of the tent shall be UV resistant.

2.1.2. When the tent is set up, the connections of the tent's fabric shall be waterproof (protected from rain, snow, hail).

2.1.3. The fabric of the tent shall be attached to the tent's frame, i.e. the tent's frame shall be under the fabric.

2.1.4. An insulation liner (layer) shall be attachable inside the tent to protect from moisture condensation and it shall be fire-resistant, self-extinguishing and shall comply with the requirements of DIN 4102-B1, M2 or equivalent standard.

##### 2.2. Tent frame

2.2.1. A solid-structure frame able to hold the tent's structure and load (hereinafter – the frame) shall be made of metal using structural steel with a galvanized surface, or of another corrosion-resistant lightweight metal alloy which would ensure the tent's rigidity and stability in various weather conditions.

2.2.2. All components of the frame shall be corrosion resistant.

2.2.3. A structural unit of the frame shall be no longer than 5 m.

2.2.4. Special attachment places shall be made near the frame to attach the tent's fabric, lighting

system, electric cables, insulation liner.

- 2.2.5. For the attachment of the lighting lamp sets, five attachment places must be designed on the internal side of the tent's roof: in the middle of the roof, in the internal corners of the roof and between the middle and the sides of the roof.
- 2.2.6. The tent's frame shall be attached to the ground in such a way that would ensure a firm grip on a sandy, rocky, unbroken-soil and damp surface.

### **2.3. Tent floor**

- 2.3.1. The tent shall have two floor systems which must be resistant to UV rays, corrosions, mould, effects of usual chemicals and petroleum products.
- 2.3.2. The floor shall be mounted from the supporting frame so that horizontal installation would be possible with a minimum insulation gap of 20 mm above the ground. The floor shall be laid on polyvinyl chloride sheets. The floor shall ensure drainage, ventilation and it must form a seamless base in respect of the ground surface.
- 2.3.3. The floor of the **first** system shall be universal plastic base with non-slip surface (NSN 5680-99-367-1838 or equivalent) which, when assembled from separate panels, must form a seamless base in respect of the ground surface, and the static floor load shall be at least 80 t/m<sup>2</sup>, fire resistance shall comply with the requirements of UL94 HB standard.
- 2.3.4. The floor of the **second** system shall be a universal plastic base with a non-slip surface, assembled from separate panels and designed for the installation of the floor for a physical training facility.
- 2.3.5. Technical requirements for the floor panels of the second system:  
panel material – polymer, polypropylene or equivalent,  
static load of at least: 15 t/m<sup>2</sup>,  
fire resistance – comply with the requirements of UL94 HB standard or equivalent,  
operational temperature - -32° C > +49° C.
- 2.3.6. The area of the floor assembled in the tent shall be the same as the area of the bottom of the tent.
- 2.3.7. The tent's floor structure shall tightly interconnect with the tent's fabric.

### **2.4. Tent windows.**

- 2.4.1. The number and size of windows shall be such that they would ensure internal lighting and ventilation of the tent, and their surface area would amount to at least 6% of the floor area.
- 2.4.2. The tent's windows shall have three layers:
  - 2.4.2.1. mosquito nets;
  - 2.4.2.2. a film – transparent layer;
  - 2.4.2.3. a window cover on the outside of the tent (made of the same fabric as the tent).
- 2.4.3. All window layers must be able to close tightly, and when they are open it must be possible to fold and fixate them.

### **2.5. Tent openings.**

- 2.5.1. On the side walls of the tent there shall be openings with sleeves for tubes (hoses) through which warm air from heaters or cold air from air conditioners could be supplied, other openings shall be suitable for air extraction. The number of the openings should be such that they would be suitable for the functions of the heating and air conditioning systems.
- 2.5.2. The dimensions of the openings shall match the dimensions of the heater and air conditioner's tubes (hoses).
- 2.5.3. The tent shall have openings with sleeves for electric cables and electrical installation. The number of the openings shall be such that they would ensure the tent's electrical installation.
- 2.5.4. When the sleeves are not in use, they must be tightly closed or sealed otherwise.

### **2.6. Tent door**

- 2.6.1. in the middle of both of its ends, the tent shall have a large sliding or roll-up door (watertight roll-up and roll-down) made of the same material as the tent – their dimensions shall be at least (width x height) 3.5 x 4.0 meters. The door must close tightly and be lightproof.

2.6.2. On both of its ends or sides, the tent shall have a small door. The dimensions of the small door shall be at least (width x height) 1.50 x 1.90 meters.

2.6.3. Door covers shall have a mosquito net. The door must close tightly and be lightproof.

## **2.7. Tent dimensions**

2.7.1. The tent dimensions shall be as follows:

length - 30 m (+1 m);

width - 15 m (+5 m);

height – 5.5 m (error of the height at the rooftop +2 m).

2.7.2. Height of the perpendicular side walls of the tent (if the tent's roof is triangular) - 4 m (error  $\pm 1$  m).

2.7.3. Overall area of the tent shall be at least 450 m<sup>2</sup>.

## **2.8. Equipment and accessories of the tent**

2.8.1. The tent shall be packed into sturdy, wooden, boxes with inner frame, suitable for storage and transportation in standard 1CC 20-foot containers. The tent and its equipment including accessories and spare parts that are not constantly attached to the equipment shall be packed together with its packing list in standard packaging which must be marked with a nominal list indicating the materiel contained in the packaging. Unpacked products shall be put into sturdy wooden boxes with an inner frame or lightweight metal-alloy boxes. Large and heavy packaging shall be put onto euro pallets.

2.8.2. Air ducts – tubes for hot / cold air distribution inside the tent – shall be available.

2.8.3. A tool kit for maintenance and repair shall be available.

## **3. Heating, ventilation and air conditioning**

3.1. The heating, ventilation and air conditioning equipment must be designed for military, fully equipped and ready to use.

3.2. Heating, ventilation and air conditioning equipment shall be new and unused, and operated outside the tent (due to harmful products that form during operation).

3.3. The tent shall have heating, ventilation and air conditioning equipment and systems for maintaining the minimum standard human work conditions, maintaining the temperature inside the tent between 20°C and 22°C under the conditions described in chapter 1 “General”. The heating, ventilation and air conditioning system shall consist of portable remote-control units.

3.4. The heating unit must use external power source and fuel (F-54 and F-34).

3.5. Using standard air conditioning and heating systems, the internal ambient temperature of the structure shall be as follows:

3.5.1. For ventilation, no more than 22° C when the outside temperature is 50° C.

3.5.2. For heating, at least 20° C when the outside temperature is -30° C.

3.6. A fuel tank with the volume between 20 l and 200 l shall be at the heating, ventilation and air conditioning system, or a fuel tank may be integrated into the heating, ventilation and air conditioning system.

3.7. Sets of tools and instruments needed for the servicing and maintenance of the heating, ventilation and air conditioning system shall be provided, as well as sets of spare parts for level one repairs.

3.8. The heating, ventilation and air conditioning system components shall include all required flexible hoses (ducts) for warm and cool air supply to the tent, and connections ensuring reliable connection of the hoses to the heating, ventilation and air conditioning equipment and the tent's openings.

3.9. The heating, ventilation and air conditioning equipment must have protections from overheating, fire, flame spread outside, and at least IP X4 protection level.

3.10. At least 4 (four) 6 kg fire-extinguishers shall be near the tent.

3.11. The heating, ventilation and air conditioning equipment and its components and spare parts shall be packed into sturdy multiple-use boxes or other sturdy packaging suitable for storage and transportation, as indicated by the manufacturer.



3.12. The heating, ventilation and air conditioning equipment and its components and spare parts shall have quality certificates proving their origin, i.e. the manufacturer and quality, the equipment must be manufactured according to the requirements of the ES and have the CE mark.

#### **4. Electrical equipment of the tent**

4.1. The electrical system of the tent shall be suitable for the supply of 230 V/50 Hz and 400 V/50 Hz voltage.

4.2. An electrical panel (electric distribution box with protection) of IP 55 protection level shall be sturdy and operated in the climate conditions described in chapter 1 "General".

4.3. The electrical panel must be entirely coated in butyl rubber alloy or another insulating material, fully isolated, self-extinguishing, resistant to oils, acids and impacts.

4.4. The electrical panel shall have handles for carrying and transparent switch covers.

4.5. The electrical panel must have a power supply lead-in protected by a nominal 32 A current thermomagnetic switch with 30 mA protective cutoff.

4.6. The sockets shall have spring covers (CEE PI7 220V 16A 2P+T model or equivalent) and thermal-magnetic safety switches. All sockets shall be marked according to the electrical safety requirements.

4.7. The tent shall be equipped with power supply and telecommunications ring networks to which various electrical equipment may be connected.

4.8. The cables shall be laid in the fire-resistant PVC ducts that would be attached to the frame. On the bottom of the ducts, power supply sockets closed by spring covers shall be installed.

4.9. At least 2.4 m long pigtail shall be at each socket.

#### **5. Tent lighting**

5.1. The lighting system of the tent shall be efficient and shall comply with the regulations for indoor light (250 lux at the table level). The lighting system shall be able to operate in various climate conditions described in chapter 1 "General" and shall meet at least IP 67 protection level.

5.2. The lamps shall have fixation elements, fixing them at the tent's ceiling. When lit the lamps may not generate electromagnetic interference, and may not to interfere with other electronic devices.

5.3. All lamps shall be connected one after another by cables.

5.4. The lamps shall have holders and shall be suitable for attaching them at their places in the tent.

5.5. Each lamp shall have a switch so that any of them could be turned off at any time.

5.6. For the connection of cables, such electrical plugs and sockets shall be used that meet the EEC standards and are tightly interconnected.

5.7. The frame of a lamp shall be made of impact-resistant material.

5.8. The lamps must be fluorescent, emitting white light – power per lamp shall be at least 36 W, power supply - 230 V, frequency - 50 Hz.

5.9. The tent lighting system shall be new and unused.

5.10. The tent lighting system shall be packed into sturdy wooden boxes or other special packaging suitable for storage and transportation, as indicated by the manufacturer.

5.11. The tent lighting system shall include 2 (two) spare replaceable lamps along with 4 (four) pcs of lighting lamps, fixation rings, straps or other special attachment holders.

#### **6. Material and equipment certification**

6.1. All materials used for the manufacturing of the tent and its equipment must be certified, have quality certificates confirming their origin, i.e. the manufacturer and quality.

6.2. Technical certificates, drawings, other certificates shall be submitted together with the tent and its equipment.

6.3. The supplier shall submit all necessary documentation for the transportation, assembly and disassembly, operation and maintenance of the supplied goods. Technical manuals that clearly describe the equipment and its components, as well as operating instructions shall be submitted in English and Lithuanian. Apart from said operating and maintenance instructions, lists of parts with logistical data and references to illustrations must also be provided. Together with the equipment,

there must also be provided hard-laminated paper copies of all manuals suitable to use in outdoor conditions and technical manuals in electronic form.

6.4. Together with the fully equipped tent system, a catalogue of spare parts with NSN codes, if available, or manufacturer identification codes shall also be provided.

6.5. Each fully equipped tent system shall be delivered, unloaded, assembled, fully prepared for operation and tested for at least five days by the seller (at the seller's expense) at the purchaser's location indicated in the agreement.

6.6. The seller shall at its own expense train the purchaser's personnel, at least 5 (five) persons, to correctly operate this system, repair minor faults and diagnose them, issuing relevant certificates to the purchaser's personnel. The seller shall provide a copy of a declaration/certificate/note/written agreement of the manufacturer, proving that the seller has the right to perform personnel training.

## **7. Warranty**

7.1. The warranty period for the tent shall be at least 3 years from the day of signing the Delivery and Acceptance Certificate.

7.2. The warranty period for the equipment of the tent and its accessories shall be at least 3 years.

7.3. The seller at its own expense shall perform the maintenance and repairs of the tent and its equipment during the warranty period, ensuring the supply of spare parts and repair materials. The seller shall provide a copy of a written agreement between the manufacturer and the seller, proving that the seller or another company authorised by the manufacturer has the right to repair its production in the Republic of Lithuania.

7.4. The supplier shall ensure the supply of spare parts and repair materials necessary for the maintenance and repairs of the tent and its equipment for at least 5 years after the warranty period.

THE PURCHASER

On behalf of the Lithuanian Armed Forces  
Commander of the Logistics Command

Col. Sigitas Mundris



THE SELLER

„Losberger Rapid Deployment Systems SAS“  
Sales Development Manager

Mr Claudio Mariottini

DOCUMENT FORMS REQUIRED FOR CODIFICATION

List of materiel to be codified

List author and date:  
Agreement number:  
Date of the agreement:  
Attached documents:

No.	Supplier (Seller)	NCAGE	Real manufacturer	NCAGE	Serial number or another identification number	NSN code (if known)	Name	Price

Instructions for filling the list of materiel to be codified

	Graph	Instructions
List author and date		Enter the service providing the list and the list completion date.
Agreement number		Enter the number of the agreement.
Date of the agreement		Enter the date of the agreement which includes the part regarding codification.
Attached documents		Indicate what documents or electronic files are attached (descriptions, drawings etc.), indicate document page number.
Supplier (Seller)		Indicate the supplier (seller) of the materiel.
NCAGE		Enter the supplier's (seller's) NCAGE code, if known.
Real manufacturer		If the supplier (seller) is not the real manufacturer of the materiel, indicate the real manufacturer.
NCAGE		Enter the real manufacturer's NCAGE code, if known.
Serial number or another identification number		Indicate the serial number (article) given by the real manufacturer, or another number that would unambiguously indicate the materiel.
NSN code		This graph must be filled, if foreign materiel is bought and the NSN code is known.
Name		Indicate the materiel's name proposed by the manufacturer.
Price		Indicate the materiel's price.



INFORMATION ABOUT MANUFACTURER OR SUPPLIER (SELLER)

No. NCAGE	Name	Address	Phone No.	Fax No.	E-mail address	Company code	Supplier (Seller)	Manufacturer

Instructions for filling the form "Information about manufacturer or supplier (seller)"

Graph	Instructions
NCAGE *	Enter the NCAGE code of the supplier (seller) or manufacturer (if provided and known).
Name	Indicate an exact name of the supplier (seller) or the manufacturer.
Address	Indicate an exact address of the supplier (seller) or the manufacturer (as well as a mailing address).
Phone No.	Enter the phone number of the supplier (seller) or manufacturer (city code must be indicated).
Fax No.	Enter the fax number of the supplier (seller) or manufacturer (city code must be indicated).
E-mail address *	Enter an e-mail of the supplier (seller) or the manufacturer.
Company code	Enter a company code of the supplier (seller) or the manufacturer.
Supplier (Seller) or manufacturer	Mark an appropriate version with (X) (i.e. whether the supplier (seller) is the real manufacturer of the materiel, or whether it is only distributing other manufacturer's production).

\* marked fields are optional Other fields not marked with \* must be filled.

PURCHASER

On behalf of the Lithuanian Armed Forces  
Commander of the Logistics Command

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SELLER

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