

**CONTRACT FOR THE
RECOVERY TRUCKS**

Special Conditions of the Contract

No.2024/4-1- 475

2024-10-25

date

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

Georgian Defence Forces (Beneficiary or Buyer), represented by [REDACTED]
and [REDACTED]

UAB "KMT" (Supplier), represented [REDACTED]

hereinafter all together referred to as "Parties" and each individually as "Party" have entered into this contract of goods (the Contract):

1. OBJECT TO THE CONTRACT, as prescribed in Technical Specification:

1.1.	Goods (including related services according to the Technical Specification, if applicable)	Recovery trucks (hereinafter referred to as Goods). CPVA shall place an order for the Goods to the Supplier for the supply of specific ordered Goods (if they are not specified in the special conditions of the Contract). All notifications and orders of parties shall be sent by e-mail to the contacts of the Parties specified in clause 7 of the Special Conditions of the Contract and shall be deemed to have been received by the Supplier on the day of dispatch of the Order.
1.2.	Quantity of goods	Specified in the Technical Specification (Annex 2 of the Contract)
1.3.	Place of delivery of the Goods	Tbilisi, Georgia The exact place of delivery of the Goods will be specified by the Beneficiary 7 days before the expected delivery of the Goods.
1.4.	Project	The purpose of the procurement is to implement the European Peace Facility, as provided for in Council of the European Union Decision No. 2023/920 of 4 May 2023 on the support instrument under the European Peace Facility in support of the Georgian Defence Forces ¹ .
1.5.	The possibility to purchase goods and / or services not specified in the technical specification	If necessary, CPVA shall be entitled to purchase from the Supplier goods and/or services not specified in the technical specification but related to the object of the contract, up to a maximum of 10 % of the initial contract price excluding VAT. In such a case, these goods and / or services shall be paid for at the prices in force at the time of ordering, as quoted in the Supplier's point of sale, catalogue or website, or, if such prices are not published, at the prices offered by the Supplier, which are competitive and in line with the market.

¹ For the 2-unit order, which may be placed before the end of the year, it is planned to adopt the necessary decision of the Council of the European in the II quarter of 2024, and it is planned to sign an agreement between CPVA and the European Commission in the III or IV quarter of 2024.

		<u>Note:</u> the total value of the ordered Goods and the goods and / or services provided for in this clause may not exceed the maximum amount specified in clause 3.2 of the Special Conditions of the Contract
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2. THE TERM OF DELIVERY OF THE GOODS

2.1	The term of delivery of the Goods	12 months from order placement
2.2	The term of delivery of the Goods might be extended for (according to the Clause 9 of the Contract general conditions)	Not applicable
2.3	The Supplier should prepare and agree with the CPVA in writing a free form Schedule for delivery of the Goods. During the preparation of the schedule, the supplier and the CPVA also agree on the periodicity and form of providing information on the progress/status of the supply (production) of goods.	no later than 10 days after the entry into force of the Contract. The Supplier shall notify the CPVA and the Beneficiary at least 10 days before the intended delivery of the Goods.
2.4	CPVA will have to submit an order for the Goods, indicating the exact quantity of the ordered Goods.	The minimum quantity (2 units) will be ordered no later than 5 days after the entry into force of the Contract. The remaining quantity, up to the maximum quantity (4 units), can be ordered no later than the end of the year. No later than 5 days after the entry into force of the Contract. The CPVA does not undertake to purchase the entire quantity. The quantity to be ordered, which cannot be less than the minimum (2 units), will depend on the needs of the CPVA and the Beneficiary.

3. CONTRACT PRICE

3.1	Pricing	This is a fixed rate Contract.
3.2	Initial Contract price (Shall remain unmodified throughout the performance of the Contract and applicable only for the amendments according to article 89 of Law on Public Procurement of the Republic Lithuania and 1.5 Clause of the Special Conditions of the Contract)	871 111,08 Eur excluding value added tax (VAT) 871 111,08 Eur including VAT
3.3	Contract price	3.3.1 The maximum price for the Goods, specified in the Technical Specification, 871 111,08 Eur including VAT. The rate of VAT is 0 %: 871 111,08 Eur excluding VAT. 3.3.2 The price (rate) for the Good, specified in the Technical Specification, 217 777,77 Eur including VAT. The rate of VAT is 0 % 217 777,77 Eur excluding VAT.

3.4	Advance payment	Up to 50 percent of the value of the order for goods submitted by the CPVA.
3.5	The moment of repayment of the advance payment	The amount of the advance paid to the Supplier shall be deducted proportionally to the percentage of advance payment, indicated in Clause 3.4, from the amount(s) payable to the Supplier.
3.6	Export and Import procedures	<p>Export procedures: If the purchased goods will be exported to Georgia, all export procedures and documents relating to the export of the purchased goods are handled and signed by the Supplier. In this respect, the Supplier will issue an invoice at a 0% VAT rate.</p> <p>Beneficiary The Ministry of Defence of Georgia must be indicated on the export documents</p> <p><u>Import procedures:</u> If the goods to be purchased will be imported into Georgia, all import procedures and import-related documents are handled and signed by the Beneficiary. All taxes and costs related to the import shall be the responsibility of the Beneficiary.</p> <p>If the Party concerned encounters unforeseen difficulties (e.g. lack of action by the authorities, lack of necessary documentation, etc.) in carrying out export or import procedures, it shall immediately inform the other Parties of these circumstances.</p>

4. PAYMENT PROCEDURE

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

4.1.1. When the Supplier has satisfactorily and timely delivered the Goods in accordance with the terms of the Contract, as specified in Clause 1.1 of the Special Conditions of the Contract, payment shall be made on the basis of the quantity of Goods actually delivered at the Goods rate specified in Clause 3.3 of the Special Conditions of the Contract;

4.1.2. In accordance with the delivery schedule referred to in Clause 2.3 of the Special Part of the Contract, once the Supplier has delivered some or all of the Goods and handed them over in accordance with the procedures set out in Section 3 of the General Conditions of the Contract, CPVA shall make the payment in accordance with the Supplier's invoice. Payments shall be made in accordance with the procedures set out in this Chapter and Chapter 2 of the General Part of the Contract.

4.1.3. The actual quantity of Goods to be ordered will be specified in the Order referred to in Clause 2.4 of the Special Conditions of the Contract.

4.1.4. The payment procedure and terms are specified in Chapter 2 of the General conditions of the Contract.

5. LIABILITY OF THE PARTIES

5.1.	If the CPVA fails to make payments in accordance with the conditions laid down in the Contract, the Supplier shall have the right to ask the CPVA to pay interest of:	0,03 percent of the outstanding amount for each day of delay
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5.2.	Supplier shall pay to CPVA for a delay in delivery of the Goods in accordance with the conditions laid down in the Contract exclusively attributable to the Supplier's fault a contractual interest in the amount of: <i>The Supplier shall be exempted from the interest referred to in this Clause if the delay in the delivery of the Goods has been caused by circumstances beyond the Supplier's reasonable foreseeability prior to the conclusion of the Contract and beyond the Supplier's reasonable control or management (e.g., circumstances caused by the acts or omissions of the other Parties or by the actions or inactions of third parties (bodies, institutions or other entities))</i>	0,1 percent of the price of the Goods not provided in time for each day of delay
5.3.	Supplier shall pay to CPVA for shortcomings/inconsistencies of the Goods, which are irreparable or have not been repaired within the reasonable period set by the CPVA or Beneficiary, a contractual penalty in the amount of:	5 percent of the price of the Goods delivered improperly
5.3 ¹	Supplier shall pay to CPVA for the nondelivered Goods when the Goods were not delivered within the reasonable period set by the CPVA, a contractual penalty in the amount of:	10 percent of the not delivered Goods
5.4.	If the Contract is terminated due to the fault of the Supplier (including the cases when the Contract terminated on Supplier's own initiative), Supplier shall pay to CPVA a contractual penalty in the amount of:	10 percent of the Contract price, indicated in Clause 3.3.1 of the Special Conditions including VAT
5.5.	Supplier shall pay to Beneficiary for failure to provide warranty services according to chapter 6 of General Conditions	5 percent of the value of particular Good
5.6.	When the Supplier fails to fulfill the obligation of confidentiality as prescribed in Chapter 13 of General Conditions of the Contract	5 percent of the Contract price, indicated in Clause 3.3.1 of the Special Conditions including VAT, which is paid to the Party who has suffered as a result of the Supplier's failure to fulfill such obligations
5.7.	If during the performance of the Contract, it is established that the supplier, its subcontractors, the economic entities whose capacities are relied upon, or persons controlling them, or Goods supplied by the Supplier (including the manufacturers of the goods) pose a threat to the national security of the Beneficiary state and/or satisfies at least one of the prohibited conditions provided for in the Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, including amendments made by Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014, and/or Council Regulation (EU) No 269/2014 of 17 March 2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine, including amendments made by Council Implementing Regulation (EU) 2022/581 of 8 April 2022 and / or in Paragraph 2 ¹ of Article 45 of the Law on Public Procurement of the Republic Lithuania, a fine shall be applied	10 percent of the Contract price, indicated in Clause 3.3.1 of the Special Conditions including VAT

6. **ESSENTIAL BREACH AND ESSENTIAL CONDITIONS OF THE CONTRACT**

6.1.		when the Contractor fails to fulfill the obligation of confidentiality as prescribed in Chapter 13 of the General Conditions of the Contract
6.2.		when the Contractor delays in providing all Goods (including personnel training, if required by the Technical Specification) by the deadline specified in Clause 2.1 of the Special Conditions of the Contract
6.3.		when the Contractor fails to fulfill obligation for changing for subcontractor (s) as prescribed in Clause 12 of the General Conditions of the Contract
6.4.		When the Contractor does not comply with declared economic advantage in Chapter 6 of Annex 4 "Tender form" to Contract, for which it received economic advantage points.
6.5.		When the Contractor and sub-suppliers are subject to applicable national and international sanctions;
6.6.	Essential breach and essential conditions of the Contract is	<p><i>This paragraph shall apply in case of mobilization, war, state of emergency or when the Government of the Republic of Lithuania, having assessed the risk that the factors due to which mobilization was or may be declared, a state of war or emergency threatens national security, has made a decision on the application of Public Procurement Law Article of Republic of Lithuania Article 45 part 2¹ provision:</i></p> <p>1) when Supplier, subcontractor, economic subject whose capacity is relied on, Goods offered by the Supplier (including their components, packaging) manufacturer or the persons controlling them are legal persons which are registered in the countries or territories listed in Article 92 part 15 of the Public Procurement Law of Republic of Lithuania;</p> <p>2) when the Supplier, subcontractor, economic subject whose capacity is relied on, Goods offered by the Supplier (including their components, packaging) manufacturer or the persons controlling them are physical persons permanently residing or having citizenship in the list provided in Article 92 part 15 of the Public Procurement Law of Republic of Lithuania;</p> <p>3) when the Goods (including their components, packaging) originate or the related services are provided from the states or territories specified in the list provided for in Article 92 part 15 of the Public Procurement Law of Republic of Lithuania;</p> <p>4) when the Government of the Republic of Lithuania, in accordance with the criteria laid down in the Law on the Protection of Important Objects for Ensuring National Security, has adopted a decision confirming that the entities specified in points 1 and 2 of this requirement or the transaction intended to be concluded (concluded) with them do not meet the interests of national security;</p> <p>5) when CPVA has information from the competent authorities that the entities specified in points 1 and 2 of this requirement have interests that may pose a threat to national security;</p> <p>6) when the supplier, its subcontractor, the economic operator whose capacities are relied upon, is operating in the countries or territories referred to in the list referred to in Article 92(15) of the Public Procurement Law of Republic of Lithuania, or is a member of, or the head of, a group of economic operators, any member of which is operating in the countries or territories referred to in the list referred to in Article 92(15) of the the Public Procurement Law of Republic of Lithuania, another member of a management or supervisory body or any other person(s) having the right to represent or control the supplier, subcontractor, economic operator whose capabilities are relied upon, to take a decision on its behalf or to conclude a contract, and thus participates in the activities of such groups of economic operators and/or economic operators.</p>

6.7.	when Supplier meets the criteria established in Article 5k of Council of European Union Regulation No. 2022/576 of 8 April 2022, amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine: (a) a Russian national, or a natural or legal person, entity or body established in Russia; (b) a legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50 % by an entity referred to in point (a) of this paragraph; or (c) a natural or legal person, entity or body acting on behalf or at the direction of an entity referred to in point (a) or (b) of this paragraph, including, where they account for more than 10 % of the contract value, subcontractors, suppliers or entities whose capacities are being relied on within the meaning of the public procurement Directives
6.8.	when the Supplier meets the criteria established in Council Implementing Regulation (EU) 2022/581 of 8 April 2022
6.9.	in all cases when it is established that the supplier, its subcontractors, the economic entities whose capacities are relied upon, or persons controlling them, or the Goods supplied by the Supplier (including the manufacturers of the goods) poses threat for national security of Beneficiary state

7. NOTICES

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

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

8. REPRESENTATIVES, RESPONSIBLE FOR THE PERFORMANCE OF THE CONTRACT

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

8.5. The representatives, responsible for the performance of the Contract, referred to in this Section shall not be entitled to sign amendments to the Contract by this reference.

8.6. If the Technical Specification provides for the coordination /approval of certain actions with the Beneficiary, these actions shall also be coordinated/approved with/by the CPVA (person referred to in Clause 8.1).

9. MISCELLANEOUS

9.1.	This Contract is concluded by	email, exchanging scanned versions of the Contract with the physical signatures. Scanned versions of the Contract with the physical signatures will be exchanged via-emails indicated in Clause 6.
9.2.	The Contract enters into force	on the date of its signing by all Parties. The date of entry into force of the Contract shall be the date specified in the details of the Contract on the first page of the Contract or the date of the last signature depending which is the latest. Parties agree that they shall receive a copy of the Contract with the original signatures within one month from the moment the need was expressed. Scanned copies of the Contract signed by all Parties shall have full legal force prior to the exchange of the originals of the Contract, give rise to rights and obligations for the Parties, and may not be disputed by the Party on whose behalf they were signed and sent. If the person authorized to sign such agreements changes, before the Parties exchange the originals of the Contract, the original of the Contract shall be signed, containing the original physical signature of the changed person authorized to sign such agreements, and reproduces by scanning signatures of persons authorized to sign such agreements along with their scanned signatures. The Contract signed in this way is considered by the Parties to be the original of the Contract, which is kept by the Beneficiary. In cases when it is established that the Supplier, its subcontractors, the economic entities whose capacities are relied upon, or persons controlling them, or Goods poses threat for national security, the Supplier is recognized as not meeting the requirements set out in the Terms of procurement regarding national security, therefore further Contract signing procedures with this Supplier are terminated.
9.3.	The Supplier shall use the capabilities of subcontractors	UAB „Volvo Lietuva“

9.4.	This Contract shall consist of the following documents, which shall include the concept of "Contract". In the event of a dispute, the documents shall be applied as follows as a matter of priority:	9.4.1. Amendments to the Contract; 9.4.2. Special Conditions of the Contract; 9.4.3. Technical Specification; 9.4.4. General Conditions of the Contract; 9.4.5. Procurement documents; 9.4.6. Tender of the Supplier; 9.4.7. Annex No. 3 Template of an Invoice; 9.4.8. Annex No. 4 Template of an Act of Transfer-Acceptance
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10. ANNEXES TO THE CONTRACT, WHICH FORM AN INTEGRAL PART OF THE CONTRACT:

Annex No. 1 General Conditions of the Contract
 Annex No. 2 Technical Specification
 Annex No. 3 Template of an Invoice
 Annex No. 4 Template of an Act of Transfer-Acceptance
 Annex No. 5 Tender of Supplier

11. THE PARTIES

Name	CPVA	Beneficiary	Supplier
	Public Institution Central Project Management Agency	Georgian Defence Forces	UAB "KMT"
Office address			
Legal entity code			
Bank account No (Bank, BIN)			
Tel.			
Email			
Position of the undersigned person			
Name, surname			

GENERAL CONDITIONS OF THE CONTRACT**1. OBJECT TO THE CONTRACT**

1.1. By this Contract the Supplier undertakes to deliver to the Beneficiary the Goods, according to the Technical Specification and the Tender of Supplier, and transfer it to the Beneficiary together with all property rights to it, and CPVA undertakes to pay for proper and timely delivered Goods following provisions and procedures of this Contract. The Supplier shall, together with the Goods, provide full relevant information, usage instructions and other information required for adequate use of the Goods.

1.2. The scope of the Goods, requirements for the Goods, the related services and terms and other information related to the delivery of the Goods are detailed in Technical Specification, Tender of the Supplier of this Contract, which are an integral part of thereof. When performing the Contract, the Supplier must follow the terms and conditions of the Contract and its Annexes, properly fulfil all the requirements specified therein.

2. PAYMENT PROCEDURE

2.1. The price of the Contract, indicated in Special Conditions of the Contract, includes the price of all Goods delivered and related services provided under this Contract, all taxes and fees and other costs (excluding costs and/or taxes related to the importation of goods), delivery costs, costs of exporting the goods and the cost of providing documents for payment, if any, related to the proper performance of the Contract. No additional costs of the Supplier shall be paid or reimbursed.

2.2. The Supplier shall be solely responsible for all liabilities related to the local social security system, income tax obligations and other financial obligations resulting from the applicable legislation.

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

2.3.1. Upon receipt of an order for goods from the CPVA, the Supplier may request an advance payment by providing to the CPVA the advance payment invoice together with an advance guarantee for at least the amount of the requested advance – a financial guarantee, issued by a bank or a financial institution. The period of validity of the guarantee for the repayment of the advance shall be at least 30 days after the fulfilment of all obligations under the order placed by CPVA.

2.3.2. To secure the advance payment a financial guarantee must be issued by: (a) a bank or financial institution licensed in the European Union; or (b) a bank or financial institution from a third country which, at the date of issue of the guarantee, must have an investment grade rating approved by at least one international rating agency of at least 'BBB' by Standard & Poor's, 'BBB' by Fitch, 'Baa2' by Moody's, or equivalent, and which must be the rating of the bank or financial institution which issued the document, or of the group of companies of which it is part. If, due to the specificity of the country's risk, the international rating agencies do not issue an international credit rating to the authorities of the supplier's country, but issue a national scale credit rating, the Supplier may provide a guarantee from a credit institution with a class A national credit rating of at least A class according to the agencies of Standard & Poor's, Moody's or Fitch Ratings or equivalent.

The Supplier must provide a document proving that the bank or financial institution which issued the advance payment guarantee has, at the date of issue of the guarantee, the ratings provided for in this tender/contract conditions.

2.3.3. In order to secure the advance, the guarantor must make an irrevocable and unconditional commitment not later than within 15 calendar days from the receipt of written notification from the CPVA about the improper performance of the obligations established in the Contract or termination of the Contract due to the fault of the Supplier, to pay the CPVA the amount not exceeding the amount of the paid advance and the amount of the guarantee, transferring the money to the account specified by the CPVA. The guarantor does not have the right to demand that the CPVA substantiate his claim. The CPVA will notify the guarantor that the amount of the Contract Guarantee belongs to him due to the fact that the Supplier has partially or completely failed to comply with the Contract and/or it has been terminated due to the fault of the Supplier and the Supplier has not returned the advance. The guarantee that does not meet the requirements set out in Clause 2.3 of the General Conditions will not be accepted.

- 2.3.4. CPVA will pay the requested advance within 15 working days from the date of receipt of the advance payment invoice and the advance repayment guarantee, which meets the requirements of Clauses 3.4 and 3.5 of Special Conditions and Clause 2.3 of General Conditions.
- 2.3.5. If, during the performance of the Contract, the legal entity (guarantor) is unable to fulfil its obligations, the Supplier must submit a new guarantee under the same conditions as the previous one or repay the advance.
- 2.3.6. The guarantee shall be returned to the Supplier (or the rights to the security are waived when it is signed by electronic signature) upon delivery by the Supplier of the Goods in full (in accordance with the relevant order) and after the acceptance-transfer document has been signed by Parties or when the Supplier returns the advance to the CPVA (if applicable).
- Upon termination of the Contract, the Supplier must return the advance received to CPVA within 7 working days (if part of the Goods has been delivered, CPVA has accepted them and can use them for their intended purpose – the part of the advance that exceeds the price of the Goods accepted by CPVA shall be returned). If the Supplier does not return the received advance, CPVA shall use the guarantee of the advance.
- 2.3.7. Payment of penalties and/or receipt of security (if applicable) shall not prejudice the right of the Party to demand that the other Party compensate for the direct losses incurred by it.
- 2.3.8. The amount of the guarantee for the repayment of the advance may be reduced by the amount of the advance returned by the supplier.
- 2.4. All export procedures for the procured Goods and export-related documents are handled and signed by the Supplier. All import procedures for the procured Goods and import-related documents are handled and signed by the Beneficiary.
- 2.5. If the Supplier incorrectly indicates the VAT rate of the Contract price /rate, the Contract price / rate without VAT it will not be recalculated. Due to these errors, Contract payments would be made according to VAT rate indicated in invoices, but not higher than VAT rate indicated in Tender of Supplier.
- 2.6. Payments shall be performed based on the Invoices, signed by the Supplier and approved by CPVA. The Invoices must be issued after the Act(s) of Transfer-Acceptance of Goods are signed by Parties.
- 2.7. The CPVA shall pay for the properly and timely provided Goods within 30 days from the date of receipt by the CPVA of the proper Invoice. The amount of the advance paid to the Supplier shall be deducted proportionally to the percentage of advance payment, indicated in Clause 3.3, from the amount(s) payable to the Supplier.
- 2.8. The Supplier shall issue and submit to CPVA an Invoice, issued in accordance with this Contract, no later than 5 business days from the date of signing the Act of Transfer-Acceptance of Goods (without shortcomings/ inconsistencies/ deviances).
- 2.9. The currency of the Contract shall be euro. The Invoice(s) shall be issued, and payment(s) made in euro.
- 2.10. Fees charged by credit institutions for money transfer and set-off are paid as follows:
- 2.10.1. the charges levied by the credit institution from which the CPVA makes the payment shall be covered by the CPVA;
- 2.10.2. the fees charged by the Supplier's credit institution for collecting money to the Supplier's account shall be paid by the Supplier.
- 2.10.3. In the event that the payment made by the CPVA is not executed due to circumstances beyond the CPVA's control, the costs of re-payment shall be borne by the Supplier.
- 2.11. In case of a change of bank account data, the Supplier shall immediately inform the CPVA thereof.
- 2.12. If it is determined that the Supplier has won this public procurement illegally as defined in Clause 10.1.8 of the General Conditions of the Contract, any payments won't be made to the Supplier under this Contract.
- 2.13. The Supplier shall issue invoices only electronically. Electronic invoices, which comply with the European standard on electronic invoicing, referenced in the Commission Implementing Decision (EU) 2017/1870 of 16 October 2017 on the publication of the reference of the European standard on electronic invoicing and the list of its syntaxes pursuant to Directive 2014/55/EU of the European Parliament and of the Council (hereinafter – European standard on electronic invoicing), can be submitted by means, preferred by the Supplier. Electronic invoices, which do not meet the European standard on electronic invoicing may be submitted only by means of SABIS information system. CPVA accepts the electronic invoices and processes them using the means of SABIS information system except if, in the event of mobilization, war or emergency, there are violations of the information system SABIS, which makes it impossible to communicate and exchange information between CPVA and the Supplier using SABIS.
- 2.14. The CPVA shall also establish the option of direct settlement of invoices with subcontractors. After giving a notice on the subcontractor replacement or attraction of a new subcontractor, as indicated in the tender or

the Contract, not later than 3 business days after the date of conclusion of the Contract or notification of the Supplier, the CPVA informs the subcontractors on such direct settlement option, and a subcontractor, which intends to use such option, shall submit a written application to the CPVA. For this purpose a quadrilateral Contract must be concluded between the CPVA, the Supplier and a specific subcontractor in accordance with the conditions described in this clause, providing for the right of the Supplier to object to unreasonable payments to the subcontractor. If the Contractor does not object to payments to the subcontractor, the CPVA shall transfer the amounts indicated in the invoices provided by the Supplier or in the documents provided by the subcontractor to the CPVA as a part of the obligations of the Supplier under the Contract directly to the relevant subcontractor. Such payments shall be deemed to be a proper settlement of the CPVA with the Supplier under the Contract and a proper settlement of the Supplier with the relevant subcontractor (s) under the Contracts concluded between them. Such a trilateral Contract shall be deemed to be an integral part of the Contract.

2.15. The CPVA shall not pay for the goods or services not specified in the Contract, but provided by the Supplier for any reason (if any).

3. PROCEDURE ON THE TRANSFER OF THE GOODS AND RELATED SERVICES RESULTS

3.1. The Beneficiary and CPVA, having verified and satisfied that the Goods meet the requirements set out in the Contract and its Annexes and that all other obligations of the Supplier under the Contract have been fulfilled, must accept the provided Goods and sign the Act of Transfer-Acceptance of Goods not later than within 10 business days from the date of receipt of the Act (Acts) of Transfer-Acceptance of Goods by the Beneficiary and CPVA.

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

3.3. The term "Act of Transfer-Acceptance of Goods" means together: Interim Act of Transfer-Acceptance of Goods and Final Act of Transfer-Acceptance of Goods in this Contract.

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

3.5. If the Beneficiary or CPVA identifies shortcomings/ inconsistencies in the performance of the Supplier's contractual obligations, these deficiencies must be indicated no later than within 10 business days from the date of receipt of the Act of Transfer-Acceptance of Goods. The indication of these shortcomings/inconsistencies is the main reason for non-signing the Act of Transfer-Acceptance of Goods.

3.6. In case of unforeseen circumstances beyond the reasonable control of the Parties that prevent the Parties from signing the Act of Transfer-Acceptance of Goods, the time period for signing the Act of Transfer-Acceptance of Goods shall be extended for the period during which its signature was suspended by agreement of the Parties.

3.7. If at the time of acceptance of Goods the Beneficiary and (or) CPVA have remarked on the quantity and/or quality of Goods provided and/or detect a deficiency in the quality of the Goods provided and/or deviations from the requirements set in the Technical Specification based on the nature, quantity and complexity of such deficiency detected, the Beneficiary and (or) CPVA shall determine a reasonable time limit for rectification of the shortcomings/ inconsistencies of Goods, of which the Supplier shall be notified accordingly.

3.8. If the Supplier removes within the time determined by the Beneficiary and (or) CPVA the shortcomings/ inconsistencies of the Goods provided for in the Act of Transfer-Acceptance of Goods, the Parties shall sign the Act of Transfer-Acceptance of Goods.

3.9. Time limit for the Beneficiary and CPVA to accept Goods and verify their compliance with the requirements and the reasonable time limit for rectification of the shortcomings/inconsistencies of Goods, determined by Beneficiary and CPVA, shall not be included in the general term for performance of the Supplier's obligations, set in the Clause 2 of the Special Conditions of the Contract.

3.10. Upon the request of the CPVA and/ or the Beneficiary, the Supplier shall provide all information regarding the progress of the Contract by the deadline indicated by the CPVA/Beneficiary.

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

3.12. The signing of the Act of Transfer-Acceptance of Goods (without shortcomings / inconsistencies) is the basis for the Supplier to issue a VAT invoice.

4. INTELLECTUAL PROPERTY

4.1. Not applicable.

5. RIGHTS AND COMMITMENTS OF THE PARTIES

5.1. The CPVA undertakes to:

- 5.1.1. pay for the Goods properly delivered by the Supplier and not contested by the CPVA and Beneficiary representative, in accordance with the procedure laid down herein;
- 5.1.2. provide the Supplier with information and/or documents reasonably requested thereby and assistance in the performance of the Contract. Upon receipt of the request of the Supplier for the provision of information required for the performance of the Contract, CPVA undertakes to provide the requested information no later than within 5 business days from the receipt of such request. If the amount of information requested by the Supplier is large or requires additional analysis, the CPVA shall be granted an additional reasonable term for the provision of such information;
- 5.1.3. confirm the appropriateness of the provided Goods;
- 5.1.4. properly perform all other obligations set forth in the Contract, its Annexes, legal acts applicable to the delivery of these Goods and (or) arising from the essence of this Contract;
- 5.1.5. Immediately notify the Beneficiary and the Supplier of a breach of Contract conditions, where such a breach has been detected.

5.2. CPVA has the right to:

- 5.2.1. Control the delivery of Goods in a timely manner;
- 5.2.2. Conduct analysis (verification) to identify shortcomings.

5.3. The Beneficiary undertakes to:

- 5.3.1. accept the Goods specified in this Contract for its ownership;
- 5.3.2. provide the Supplier with information and/or documents reasonably requested thereby and assistance in the performance of the Contract. Upon receipt of the request of the Supplier for the provision of information required for the performance of the Contract, the Beneficiary undertakes to provide the requested information no later than within 5 business days from the receipt of such request. If the amount of information requested by the Supplier is large or requires additional analysis, the Beneficiary shall be granted an additional reasonable term for the provision of such information;
- 5.3.3. immediately notify the Supplier and the CPVA of a breach of Contract conditions, where such a breach has been detected;
- 5.3.4. confirm the appropriateness of the provided Goods;
- 5.3.5. properly perform all other obligations set forth in the Contract, its Annexes, legal acts applicable to the delivery of these Goods and (or) arising from the essence of this Contract.

5.4. Beneficiary has the right to:

- 5.4.1. Control the delivery of Goods in a timely manner.

5.5. The Supplier undertakes to:

- 5.5.1. perform all contractual obligations laid down in the Contract and Annexes thereto in a timely and quality manner. To start and perform the obligations under the Contract in accordance with the procedure and conditions laid down in the Contract with all due care and efficiency, including but not limited to delivery of Goods according to the best generally accepted professional standards and practice, using all the necessary skills, knowledge and instruments.
- 5.5.2. comply with all applicable laws and legal acts. The Supplier shall ensure to the Beneficiary and the CPVA the compensation of damages suffered by the CPVA and/or the Beneficiary, should the Supplier fail to comply with the said laws and other legal acts leading to the violation of requirements of legal acts or initiation of legal proceedings.
- 5.5.3. at its own expense to protect the CPVA and the Beneficiary, its representatives and employees from any claims, requirements, losses or damage caused by the fault of the Supplier and emerging from any action or inaction of the Supplier in the delivery of the Goods. The Supplier shall be informed of such claims, requirements, losses or damage immediately, but not later than within 7 business days from the day when the CPVA or the Beneficiary found out about them.
- 5.5.4. when the Supplier does not perform or improperly performs its contractual obligations in relation to the specifications of the Contract, at the CPVA's and/or the Beneficiary request, to rectify such deficiencies related

to the delivery of the Goods at its own expense, within the reasonable period of time set by CPVA and/ or the Beneficiary. The Supplier must comply with this request according to the terms of this Contract;

5.5.5. immediately inform the Beneficiary and the CPVA of the formed obstacles in writing if the Supplier faces the circumstances that interfere with the timely delivery of the Goods laid down in the Contract.

5.5.6. Immediately notify the Beneficiary and the CPVA of a breach of Contract conditions, where such a breach has been detected.

5.5.7. inform the CPVA about changes in the subcontractor's names, contact information and their representatives throughout the entire period of performing the Contract as well as about new sub-contracting whom s/he intends to invoke at a later date. If the requirements on the absence of the grounds for eliminating the Supplier were applied to the sub-contractors, together with the information about new subcontractors the documents confirming the absence of the grounds for eliminating the subcontractors shall be submitted;

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

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

5.5.10. upon the end of the warranty period, immediately, but no later than within 5 business days, destroy all documents, data and information received during or related to the performance of the Contract, except those which storage is mandatory under other legal requirements. The Supplier undertakes to indemnify the CPVA for all losses incurred due to non-performance or improper performance of the obligation provided for in this Clause of the Contract;

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

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

5.5.13. Properly perform all other obligations set forth in the Contract, its Annexes, legal acts applicable to the delivery of these Goods and (or) arising from the essence of this Contract.

5.5.14. not to pose a threat to the national security interests of the Beneficiary country.

5.5.15. have no conflict of interest likely to adversely affect the performance of the Contract. Applicable to it's subcontractors(s) or entities(s) on whose capacity it relies on (if any).

5.5.16. not satisfy at least one of the prohibited conditions provided for in the Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, including amendments made by Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014, Council Regulation (EU) No 269/2014 of 17 March 2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine, including amendments made by Council Implementing Regulation (EU) 2022/581 of 8 April 2022.

5.5.17. not to fulfil conditions, indicated in Paragraph 2¹ of Article 45 of the Law on Public Procurement of the Republic Lithuania.

5.6. The Supplier has the right to:

5.6.1. Receive payment timely and in full for properly delivered Goods;

5.6.2. Terminate the Contract earlier in case of systematic non-fulfillment of CPVA's obligations, notifying the other Parties at least 30 calendar days before the date of termination of the Contract.

6. QUALITY OF GOODS AND WARRANTY

6.1. The Supplier shall guarantee the quality of the Goods and the absence of hidden shortcomings/inconsistencies. The quality of Goods shall comply with the requirements set out in the Contract and its Annexes.

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

6.3. The Supplier shall, at its own expense and as soon as possible, repair any shortcomings/ inconsistencies of the Goods (or parts of Goods) that occurred not due to the fault of the CPVA and / or the Beneficiary. The warranty also includes correction of installation and defects in documents related to the Goods, i.e. the warranty applies to all Goods specified in the Technical Specification and the Tender of Supplier. The Supplier must ensure that warranty repairs are carried out during the warranty period or that defective Goods or parts thereof are replaced by new ones. The Supplier shall bear all costs related to warranty repairs.

- 6.4. If shortcomings/ inconsistencies of Goods occurs during the warranty period, the Beneficiary shall inform the Supplier in writing, stating that the Supplier shall remedy any shortcomings/ inconsistencies of the Goods within the time limit set by the Beneficiary, in case the time limits are not provided in the Technical Specification.
- 6.5. If the Supplier fails to correct the deficiencies/discrepancies within the time limit specified in the Technical Specification or within the time limit set by the Beneficiary, the Beneficiary shall be entitled to employ other persons to repair the shortcomings/ inconsistencies at the Supplier's responsibility and expense.
- 6.6. Even after the warranty period has expired, the Supplier, upon receipt of the Beneficiary's notice, must, at his own expense, eliminate the hidden shortcomings/ inconsistencies that existed at the time of transfer and acceptance of the Goods, however, the Beneficiary could not reasonably know about them or identify them during the acceptance and/or inspection or warranty period.

7. LIABILITY OF THE PARTIES

- 7.1. In case of non-fulfilment or improper fulfilment of obligations under this Contract, the Parties shall be liable in accordance with this Contract and applicable law.
- 7.2. The Supplier's liability for non-performance of any contractual obligations indicated in the Special Conditions of the Contract shall be valid for the period of time after the delivery of the Goods established by laws which the Contract is subject to.
- 7.3. The payment of penalty/interest shall not release the Parties from the performance of obligations hereunder.
- 7.4. The payment of penalties / interests shall not prejudice a Party's right to require the other Party to compensate for direct losses incurred by it.
- 7.5. Any penalty is applied without reducing other remedies according to the Contract.
- 7.6. By applying the penalty CPVA is not obliged to prove to the Supplier that CPVA has suffered losses.
- 7.7. Any penalty shall be without prejudice to the CPVA's rights to claim compensatory damages, also in the amount exceeding the contractual penalty. Each Party shall be entitled to direct losses from the other Party resulting from improper performance or non-performance of obligations under the Contract by the other Party up to a maximum of 5 times the total contract price excluding VAT, unless the legislation provides for the reimbursement of a higher amount. The Supplier must compensate for direct losses incurred by the CPVA. The limitation of the amount to be reimbursed provided for in this point shall not apply if the damage is caused by the Party's deliberate action or gross negligence, confidentiality obligations or specific requirements related to safeguarding the national security interests of the Beneficiary country or applicable national and international restrictive measures. The CPVA is liable only for direct losses or damages directly and clearly caused by the fact that the CPVA has not fulfilled.
- 7.8. Supplier undertakes to compensate the other Party for direct damages and expenses incurred as a result of non-performance or inappropriate performance of obligations assumed hereunder to the extent this does not conflict with applicable compulsory law of the Parties.
- 7.9. The Supplier bear full liability for direct losses and costs caused at its fault in connection with the delivery of the Goods.
- 7.10. The CPVA shall have the right to deduct default interest or penalty from any payment made to the Supplier.
- 7.11. Supplier has the right to deduct default interest or penalty from payment made to CPVA in case of delays in payment period defined under this Contract.
- 7.12. The Parties undertake to immediately inform other Parties about circumstances, which may have a material impact on the performance of the Contract.
- 7.13. CPVA does not compensate to the Supplier any losses incurred by him, only pays for the Goods properly delivered by the Supplier.

8. SUSPENSION OF PERFORMANCE OF THE CONTRACT

- 8.1. In important circumstances beyond the control of the Supplier, due to which the Supplier is unable to fulfill its contractual obligations and/or in other unforeseen circumstances, CPVA has a right to suspend the Supplier's obligations or any part thereof that cannot be performed.
- 8.2. In the event that circumstances render the Supplier unable to perform its contractual obligations, the Supplier shall immediately inform the CPVA and the Beneficiary thereof, providing information and documents proving the impossibility of performing the contractual obligations due to circumstances beyond the control of

the Supplier. If the circumstances that prevented the Supplier from fulfilling its contractual obligations disappear, the performance of the suspended obligations shall be renewed.

8.3. If the performance of the Supplier's contractual obligations has been suspended for reasons beyond the control of the Supplier for a period of not less than 60 days, after 60 days, the Supplier may, by written notice, request the CPVA to renew the Contract within 14 days or to terminate the Contract

8.4. In cases where the suspension of performance of the Contract lasted longer than the time remaining until the completion of the contractual obligations of the Supplier, the Supplier's contractual obligations shall be extended for the period that remained at the time of suspension until the end of the Supplier's contractual obligations.

8.5. In cases where the suspension of performance of the Contract lasted shorter than the time remaining until the completion of the contractual obligations of the Supplier, the Supplier's contractual obligations shall be extended for the period for which it has been suspended.

8.6. Suspension of contractual obligations shall be concluded in writing, stating the reasons and the period for suspension, and shall be accompanied by supporting documents.

8.7. Renewal of performance of the Contract shall be concluded in writing.

9. VALIDITY AND AMENDMENT OF THE CONTRACT

9.1. The Contract shall take effect upon signing by the authorized representatives of the Parties and shall be valid until the full performance of the contractual obligations of the Parties.

9.2. Contract conditions may not be amended during its validity period only in writing and signed by all Parties, except for the cases provided for in Article 89 of the Law on Public Procurement of the Republic of Lithuania.

9.3. Change of the terms and conditions of the Contract may be initiated by either Party by submitting a corresponding request to the other Parties and supporting documents. Upon receipt of such a request, the Parties must examine it within 10 business days and provide the other Party with a reasoned written response.

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

9.5. The term of delivery of the Goods may be extended only during the Project implementation period (including extension periods, if any) under the following conditions:

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

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

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

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

9.6. If the producer of Goods no longer produces the Goods of the model specified in the Tender and the Supplier provides the CPVA with a letter from the producer confirming this or a reference to the information officially published by the producer, the Supplier may deliver to the Beneficiary a product of a different model from the same producer or another producer than indicated in the Tender, which meets the requirements of the Technical Specification. These Goods must be delivered at a price not exceeding the price specified in the Tender. In order to use this clause of the Contract, the Supplier must contact the CPVA in writing and receive his written consent.

10. TERMINATION OF THE CONTRACT

10.1. The CPVA shall have the right to unilaterally terminate the Contract having informed the Supplier thereof no later than 5 business days beforehand, if:

10.1.1. the Supplier has defaulted on its obligations or has performed them under conditions other than those laid down in the Contract (e.g. delays to perform contractual obligations and etc.) including but not limited to the condition when the Supplier informs of unilaterally increasing (suggesting to increase) the price specified in the Contract;

10.1.2. when the Supplier commits the essential breach of the Contract, indicated in the Contract;

10.1.3. the amount of default interest calculated in accordance with the Clause 5.2 of the Special Conditions of the Contract exceeds 5 percent of Contract price;

- 10.1.4. when the Supplier provides the Goods of improper quality and fails to fulfill the instructions of the CPVA and (or) the Beneficiary to correct improperly performed or unfulfilled contractual obligations within a reasonably determined period;
- 10.1.5. when the Supplier transfers the Contract to the third parties without the knowledge of the CPVA and the Beneficiary;
- 10.1.6. when the Supplier goes bankrupt or is liquidated, when it suspends economic activity, or when a similar situation arises in accordance with the procedure provided for by laws and other legal acts;
- 10.1.7. when there is a change in the organizational structure of the Supplier - the legal status, nature or management structure and this affects the proper performance of the Contract, except in cases when these changes result in a change of the Contract;
- 10.1.8. when it turns out that the Supplier has won the public procurement by illegal actions. Unlawful acts may be equated with the provision of false information, acts of corruption, conflicts of interest, other acts not defined in this Clause, but having unlawful characteristics;
- 10.1.9. if the Supplier should have been excluded during the procurement procedure;
- 10.1.10. if the Contract has been modified in violation of Article 89 of the Law on Public Procurement of the Republic of Lithuania;
- 10.1.11. in the event of circumstances specified in Section 8 "Special requirements related to safeguarding national security interests" of the Special Part of the Procurement Conditions.
- 10.2. In cases of termination of the Contract because of Supplier fault, the CPVA pays only for those Goods which are properly provided, can be taken over by another Supplier and used for further development.
- 10.3. The Supplier shall have the right to unilaterally terminate the Contract having informed the Beneficiary and CPVA thereof in writing no later than 30 calendar days in advance, if the Beneficiary or CPVA commits an essential breach of Contract.
- 10.4. The Contract may also be terminated by a written agreement of all the Parties.
- 10.5. The termination of the Contract shall not relieve the Parties from proper performance thereof, if the emerged obligations were not fulfilled before the termination.
- 10.6. The provisions of this Contract relating to liability and settlement between the Parties under this Contract, warranty obligations, as well as any other provisions of this Contract which, by their nature remain in force after termination of the Contract, remain in force after termination of the Contract for the full performance of this Contract.
- 10.7. If any provision of the Contract becomes or is declared totally or partially void, this shall not affect the validity of other provisions of the Contract.

11. FORCE MAJEURE

- 11.1. The Parties shall be released from liability for full or partial non-performance of obligations under the Contract, if this non-performance was caused by force majeure circumstances. Force majeure circumstances mean the circumstances of extraordinary events that occurred after the signing of this Contract and which the Parties could neither predict nor prevent in the usual way. Such force majeure circumstances include floods, fires, earthquakes and other natural phenomena, as well as hostilities, any decisions of the authorities and management, as well as any other circumstances beyond the control of the Parties and directly impede the implementation of this Contract. Force majeure circumstances established and proved by the Party experiencing them in accordance with the Civil Code of the Republic of Lithuania and the Regulations Regarding Exemption from Liability under Force Majeure Circumstances, adopted on 15 July 1996 by the Decision No. 840 of the Government of the Republic of Lithuania "Regarding the approval of the regulations regarding the exemption from liability under Force Majeure circumstances" or the legislation in force at the place of delivery of the Goods, provided that the Party has notified immediately the other Party of the impediment and its effect on the fulfilment of its obligations.
- 11.2. In case of non-fulfilment or partial fulfilment of obligations under this Contract as a result of force majeure, the Party affected by such circumstances shall immediately send a written notice to the other Party within 5 (five) calendar days from the date of occurrence of such circumstances.
- 11.3. The concept of force majeure does not include the circumstances that have influenced a Party's activity, which were considered by the Parties upon entering into this Contract, i.e. circumstances and conditions that may occur in economy, decisions of state and municipal institutions that caused a reorganisation, privatisation, liquidation, change of the type of business, suspension (hindering) of the business of any of the Parties, also other

circumstances that should be regarded as special, but are likely to occur at the time of entering into the Contract. The concept of force majeure also does not include the fact of no availability of the goods and Goods, needed for the implementation of the obligations, or that a Party does not have the necessary financial resources or that the Party's counterparty violate their obligations. The circumstances, which affected the activity of the Party and which the Parties have taken into account when concluding the Contract, i. e. circumstances that should be considered extraordinary but plausible.

11.4. When these circumstances have expired, one Party shall notify the other Parties in writing under any circumstances within 5 (five) calendar days from the date of termination of the circumstances. The notification shall indicate the time from which the Party proposes to continue to fulfill its obligations under the Contract.

11.5. If the specified circumstances last more than 30 (thirty) days, each Party has the right to terminate this Contract unilaterally by sending a written notice to the other Party. Such notice shall be given by the Party intending to terminate the Contract to the other Party in writing at least 10 days before the expected date of termination of the Contract.

11.6. The fact of existence and effect of force majeure, referred to by one of the Parties under this Contract, as a ground for release from liability for non-performance or incomplete performance of its obligations under this Contract, must be confirmed by a document issued by the Chamber of Commerce of Lithuania, or another authorized body, the obligation to obtain which rests with such Party.

12. GROUNDS AND PROCEDURES FOR CHANGING SUBCONTRACTORS

12.1. The Supplier cannot change the subcontractor referred in the Tender of the Supplier for the entire duration of the Contract without the written consent of CPVA and the Beneficiary.

12.2. The subcontractor can be changed only in the following cases:

12.2.1. when the subcontractor has initiated bankruptcy, liquidation or restructuration proceedings or is in an analogous situation;

12.2.2. when subcontractor due to objective reasons (upon the termination of the legal relationship with the Supplier, refusal of Goods delivery and etc.) are no longer able to provide all or part of the Goods specified in the Contract;

12.2.3. if the CPVA and/or the Beneficiary are reasonably dissatisfied with the subcontractor appointed by the Supplier, the Supplier must replace such subcontractor(s) at the CPVA's written request on time indicated by CPVA.

12.3. In order to change the subcontractor, the Supplier should notify the CPVA and the Beneficiary in writing 5 business days in advance and obtain the written consent of the CPVA and the Beneficiary.

12.4. New subcontractor should have no lower qualifications and should have no exclusion grounds (if requirements have been made for it) and pose no threat to the national security of Beneficiary country and not restricted by international or national restrictive measures, than specified in the procurement documentation. Supplier must provide supporting documents.

12.5. The CPVA and the Beneficiary shall submit a written reply to the Supplier regarding the nomination of a new subcontractor no later than within 3 working days from the receipt of information about the new specialist from the Supplier. A new subcontractor may begin to fulfil their obligations assigned to them by the Supplier under the Contract no earlier than the receiving the consent of CPVA and Beneficiary.

13. CONFIDENTIALITY

13.1. During the implementation of the Contract and for an indefinite period after its termination, the Parties undertake to maintain the confidentiality of information, which means any data provided by each Party to the other under the Contract. Do not disclose fully or partially confidential information to any third party without the written consent of the other Party, except as provided by applicable laws.

13.2. The Supplier hereby undertakes to:

13.2.1. use all information and (or) data received during the performance of the Contract only for the fulfilment of the obligations assumed under this Contract, for the delivery of the Goods provided for in the Tender, for the achievement of the purpose of the public procurement. The Supplier shall ensure that all information and (or) data received will be used only by those specialists of the Supplier who have been specified in the Tender, or have been replaced in accordance with the procedure provided for in this Contract. Failure to comply with the obligations referred to in this Clause shall be considered an essential breach of the Contract. The Supplier

undertakes to indemnify for direct losses incurred due to non-performance or improper performance of the obligation provided for in this clause of the Contract;

13.2.2. keep confidential data and (or) information related to the Contract by all possible means, including but not limited to personal data confidentiality, integrity, not to copy, modify, destroy, distribute, disclose or in any way disclose or transfer them to third parties, not to copy them for commercial, personal or other purposes. The Supplier undertakes to indemnify for all losses incurred due to non-performance or improper performance of the obligation provided for in this clause of the General Conditions of the Contract. Failure to comply with the obligations referred to in this Clause shall be considered an essential breach of the Contract;

13.2.3. ensure confidentiality throughout the performance of the Contract and for an indefinite period thereafter. The Supplier and (or) its subcontractors, employees, specialists, experts shall not have the right to disclose or otherwise disclose or transfer to third parties, except in the case provided for in this clause, information and (or) data obtained or transferred to it during the performance of the Contract as well as nor is it entitled to use the information and (or) data obtained for the performance of the Contract for personal needs or needs of a third party. All information and (or) data provided by the Beneficiary or the CPVA to the Supplier or the said information and (or) data obtained during the performance of the Contract shall be considered confidential. The confidentiality obligations provided for in this Clause shall not apply to the disclosure of information and (or) data obtained during the performance of the Contract, when the obligation to disclose it is provided for in the legal acts of the Republic of Lithuania and/or Beneficiary country. Failure to comply with the confidentiality or data processing obligations referred to in this Clause shall be considered an essential breach of the Contract.

14. DISPUTE RESOLUTION AND APPLICABLE LAW

14.1. All disputes arising between the Parties shall be settled through negotiations. Upon the formation of a dispute, the Parties shall lay down their opinion to the other Parties in writing and propose a solution to the dispute. Having received a proposal to resolve a dispute by negotiation, the Parties shall respond thereto within 14 calendar days. A dispute shall be resolved in no more than 30 calendar days from the start of negotiation.

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

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

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

15. MISCELLANEOUS

15.1. The Parties warrant and represent that they:

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

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

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

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

15.1.5. keep all documents and information received under the Contract confidential, and shall not have the right to transfer them to any third party, and shall not publish and disclose any provisions of the Contract, except for cases when this is necessary for the performance of the Contract, or which must be disclosed according to applicable legislation, is transferred, published or disclosed. If an agreement cannot be reached on whether some provisions of the Contract must be published or disclosed, the CPVA shall make the final decision thereon. This condition shall remain valid after the termination or expiry of the Contract.

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

15.3. During the correspondence between the Parties related to the implementation of the terms of this Contract, the Parties exchange letters, reports, inquiries, etc., which are sent, but not limited to via: mail, courier, e-mail.

16. ADDRESSES, BANKING DETAILS AND SIGNATURES OF THE PARTIES

CPVA-



TECHNICAL SPECIFICATION RECOVERY TRUCKS

Public Body Central Project Management Agency is carrying out a public procurement procedure for the procurement of recovery trucks for the Armed Forces of Georgia (hereinafter referred to as the Beneficiary). The goods offered by the suppliers shall meet the requirements set out in this Technical Specification.

No.	Feature	Technical specification requirement	Documents confirming compliance with the requirement
<i>General requirements for the object of procurement</i>			
1.			
1.1.	Object of procurement	<p>Recovery trucks suitable road and for off-road conditions, equipped with sliding bed superstructure and hydraulic crane, suitable for loading transporting and unloading of vehicles, equipment, and general cargo within the capacity of the crane and superstructure.</p> <p>All vehicles and equipment proposed in the tender, must be manufactured, and configured in accordance with the requirements set out below.</p>	<p>The supplier declares compliance with this requirement in section 7 of the Tender form.</p> <p>Supplier must also provide manufacturer's technical documentation or brochures or approvals or other equivalent documents, confirming compliance with requirements for procurement object.</p>
1.2.	Delivery location	Tbilisi, Georgia	The supplier declares compliance with this requirement in section 7 of the Tender form.
1.3.	Quantities	<p><i>*The exact delivery addresses will be communicated to the supplier at the time of execution of the contract.</i></p> <p>Minimum quantity: 2 units² Maximum quantity: 4 units³</p>	<p>The supplier declares compliance with this requirement in section 7 of the Tender form.</p>
1.4.	Manufacturing the equipment	<p>The trucks, superstructures and all ancillary equipment must be new and unused. Used or used and refurbished equipment cannot be offered.</p> <p>All trucks should be of the same manufacturer and model, with the same superstructures and equipment.</p>	The supplier declares compliance with this requirement in section 7 of the Tender form.

² This is the minimum quantity that the Contracting authority undertakes to purchase.

³ The Contracting authority does not undertake to purchase the entire quantity. The quantity to be ordered, which cannot be less than the minimum (2 units), will depend on the needs of the CPVA and the Beneficiary.

Trucks and superstructure cannot be one-off (experimental) products.

Vehicles should be made no earlier than 2023 and with a maximum mileage of less than 5000 km.

1.5. Warranty

Truck, including superstructure and all ancillary equipment must be covered by a warranty of at least 24 months and at least 100,000 km, whichever comes first.

1. Unless the vehicle is reworked/modified, the entire vehicle must be covered by the factory warranty.

2. If the vehicle is to be reworked/modified, the part of the vehicle which is not to be reworked shall be covered by the factory warranty and the part which is to be reworked shall be covered by the warranty, provided by the vehicle manufacturer or by the warranty provided by the supplier who has carried out the work of reworking/modifying.

3. The warranty servicing and maintenance of the vehicle must be provided by the Supplier and/or by the manufacturer and/or its representative in the service station indicated in the territory of Georgia, and if there are no service stations of the Supplier, manufacturer or its representative in Georgia, vehicle shall be transported to the entity, specified by the supplier and responsible for warranty service, outside of the territory of Georgia and afterwards returned at suppliers expense to the Beneficiary's places of deployment.

4. The warranty or the superstructure equipment must be provided by the Supplier and/or by the manufacturer of the truck or superstructure and/or its representative in the location indicated in the territory of Georgia, and if there are no service stations of the Supplier, manufacturer or its representative in Georgia, vehicle shall be transported to the entity, specified by the supplier and responsible for warranty service, outside of the territory of Georgia and afterwards returned at suppliers expense to the Beneficiary's places of deployment.

The supplier declares compliance with this requirement in section 7 of the Tender form and submits the following supporting documents:

For the paragraph No. 1, The supplier shall submit with the tender a manufacturer's certificate, declaration or other document proving compliance with the requirement.

For paragraph No. 2, The supplier shall submit with the tender a manufacturer's approval, declaration, certificate, or other document confirming that the whole vehicle or the unmodified part of the vehicle is covered by the manufacturer's warranty.

If the manufacturer does not provide a factory warranty for the whole vehicle and, accordingly, only the unmodified part of the vehicle is covered by the warranty, the supplier must also submit with the tender a certificate, declaration or other document from the supplier who carried out the conversion/modification work, confirming that the warranty is provided for the modified part of the vehicle.

For paragraphs No. 3 and 4 Supplier shall provide location of service centers in Georgia or other means of ensuring service and maintenance of vehicles and superstructures, as required by the established requirements.

1.6.	Documentation to be supplied with the trucks	Each truck must be supplied with printed maintenance and user manual in English and/or Georgian. User manual must include user and service manual for the tilt bed superstructure and hydraulic crane (or separate manuals must be provided).	The supplier declares compliance with this requirement in section 7 of the Tender form.
2.			
2.1.	Vehicle equipment	<p>Recovery truck must be so equipped that it can be used for its intended purpose on the territory of Georgia without any additional equipment.</p> <p>The readouts of the measuring instruments and gauges must be in the metric system (SI units) and the recovery truck must be designed for right-hand traffic (left-hand steering wheel).</p>	The supplier declares compliance with this requirement in section 7 of the Tender form.
2.2.	Cargo capacity	Recovery truck must have capacity to load, transport and unload cargo (vehicles, equipment, and general cargo) weighing not less than 3 500 kg on the sliding platform of the superstructure.	The supplier declares compliance with this requirement in section 7 of the Tender form.
2.3.	Engine	Recovery truck must be equipped with diesel engine with emission standard not lower than Euro II.	<p>Supplier must also provide manufacturer's technical documentation or brochure or approvals or other equivalent documents, confirming cargo capacity of the recovery truck.</p> <p>The supplier declares compliance with this requirement in section 7 of the Tender form.</p> <p>Supplier must also provide manufacturer's technical documentation or brochure or approvals or other equivalent documents with engine specification.</p>
2.4.	Gearbox type	Recovery truck must be equipped with manual, automated manual, or automatic gearbox.	<p>The supplier declares compliance with this requirement in section 7 of the Tender form.</p> <p>Supplier must also provide manufacturer's technical documentation or brochure or approvals or other equivalent documents with transmission specification.</p>
2.5.	Driving axles	Recovery truck must be equipped with 2 powered axles in 4*4 configuration.	<p>The supplier declares compliance with this requirement in section 7 of the Tender form.</p> <p>Supplier must also provide manufacturer's technical documentation or brochure or approvals or other equivalent documents with chassis specification.</p>

2.6.	<p>Ground clearance</p> <p><i>For the purpose of this procurement, the ground clearance is the distance between the road surface and the lowest part of the bottom of the vehicle under the whole vehicle, including the chassis, axles, gearbox, differential housing, etc.</i></p>	<p>Ground clearance from the lowest part of the bottom of the recovery truck to the road surface must be no less than 250 mm. when loaded to full load capacity.</p>	<p>The supplier declares compliance with this requirement in section 7 of the Tender form.</p> <p>Supplier must also provide manufacturer's technical documentation, drawings or brochure or approvals or other equivalent documents with identified ground clearance.</p>
2.7	<p>Operational range</p> <p><i>For the purpose of this procurement operational range is the distance that could be driven in road conditions with full load of fuel in the tank/s, permanently connected to fuel system, and truck loaded to capacity with cargo.</i></p>	<p>Operational range in road conditions – not less than 400 km. with recovery truck loaded to full capacity.</p>	<p>The supplier declares compliance with this requirement in section 7 of the Tender form.</p> <p>Supplier must also provide manufacturer's technical documentation, or brochure or approvals or other equivalent documents with identified operational range.</p>
2.8.	<p>Requirement for the cabin of the recovery truck.</p>	<p>Recovery truck's cabin should have following functionalities and features:</p> <ol style="list-style-type: none"> 1. Seating capacity for no less than 2 people (including driver). 2. Equipped with heating and air conditioning. 	<p>The supplier declares compliance with this requirement in section 7 of the Tender form.</p> <p>Supplier must also provide manufacturer's technical documentation or brochure or approvals or other equivalent documents with specification of the vehicle cabin, confirming</p>

<p>3. Floor of the cabin must be covered in or finished in non absorbent and non slip material.</p> <p>4. Equipped with not less than 1 12V DC auxiliary power outlet.</p> <p>5. Equipped with not less than 1 USB power outlet.</p> <p>6. Equipped with first aid kit.</p>	<p>that cabin has required features and functionalities according to parts 1 through 6 of this paragraph.</p>
<p>2.9. Requirements for the features of the recovery truck.</p> <p>Recovery truck must have the following functionalities and features:</p> <ol style="list-style-type: none"> 1. Air intake raised higher than the top of the front wheels. 2. Equipment and accessories for tyre inflation. 3. Tool kit for replacing the wheel, including lifting device, capable of lifting axle of loaded vehicle for wheel replacement. 4. Fire extinguisher, weighing not less than 3 kg. 5. Truck must be equipped with towing points for recovery – no less than 1 towing point in front and 1 in the rear of the vehicle. Towing points must be equipped with hardware (pins and/or shackles) rated for the weight of the vehicle if the hardware is required for attachment of recovery lines to the towing points. 6. Truck must be equipped with front mounted ISO 1728 standard connectors or equivalent connections for air pressure supply during recovery of the vehicle. 7. Truck must be equipped with STANAG 4074 electrical connectors for starting the vehicle in emergency situation and suitable cable, not shorter than 5 m. with STANAG 4074 connectors on both ends. 8. Truck must be equipped with protective guards for headlights. 9. Truck must be equipped with not less than 2 wheel chocks. Wheel chocks must be painted or made from material of dark color, and when not in use transported in dedicated storage space, accessible from outside of the truck. 	<p>The supplier declares compliance with this requirement in section 7 of the Tender form.</p> <p>Supplier must also provide manufacturer's technical documentation or brochure or approvals or other equivalent documents, confirming that vehicle has required features and functionalities according to parts 1 through 11 of this paragraph.</p>

	<p>10. Truck must be capable of operating in temperature limits from -30° to + 49° C.</p> <p>11. Height of the truck from the ground to the highest point of unloaded superstructure must be not more than 4 m.</p>	<p>The supplier declares compliance with this requirement in section 7 of the Tender form.</p> <p>Supplier must also provide vehicle, superstructure or crane manufacturer's technical documentation or brochure or approvals or other equivalent documents, confirming compliance to paragraphs No. 1 through 9.</p>
<p>2.10. Requirements for the hydraulic crane of the recovery truck.</p>	<p>Recovery truck must be equipped with hydraulic lifting crane with following functionalities and features:</p> <ol style="list-style-type: none"> 1. Mounted between the cabin of the truck and sliding bed. 2. Reach from the rotation point – not less than 8 m. 3. Lifting capacity - not less than 3500 kg at 3 m. reach and not less than 1000 kg at 8 m. reach. 4. Lifting height – not less than 8 m. from the installation level. 4. Crane must be able to rotate 360 degrees, be able to clear the cabin of the truck and reach in front of the truck. 5. Crane must be equipped with hydraulically extending support outriggers. Outriggers must be equipped with integral or separate outrigger plates, ensuring stability when used on soft surface. 6. Crane must be equipped with lighting equipment, mounted on the crane arm to light the work area of the crane arm. 7. Crane must be equipped with rigging components, enabling to load vehicles - spreader bar or frame for vehicle lifting with attachment to the crane, not less than 4 loading straps, rated for at least 3500 kg, with length, suitable for loading vehicle of at least 3 m. height and with wheelbase of at least 4 m. and equipment to attaching loading straps to loading points and wheels of the vehicle. Rigging components must be carried on the superstructure of the truck in dedicated storage places when not in use. 8. Crane and rigging components when in storage and transport position must not interfere with the functioning of the sliding bed of the superstructure. 	

9. Other rigging and lifting equipment, offered by supplier, and ensuring the functionalities of the crane (loading of the vehicles and general cargo) will be considered acceptable in the tender if this equipment is carried in dedicated places on the superstructure of the truck.

2.11 Requirements for the superstructure of the recovery truck.

Recovery truck must have the sliding bed superstructure with following functionalities and features:

1. Superstructure must be equipped with hydraulically operated sliding load bed, designed to load, and unload vehicles.
2. Sliding bed must have the ability to tilt and slide backwards, forming ramp, suitable for the vehicle to be driven or winched on the sliding bed.
3. The usable width of the sliding bed must be not narrower than 2400 mm.
4. The Usable length of the sliding bed must be not shorter than 5500 mm.
5. Sliding bed must be equipped with front mounted recovery winch. Winch must have the pulling capacity of at least 8000 kg and winch line not shorter than 25 m. Winch must be mounted on the sliding bed and able to be used with bed in lifted position.
6. Sliding bed surface must be constructed as single plane and covered in non-slip metal cladding, ensuring traction for vehicle loading.
7. The superstructure must be equipped with tie down points – not less than 5 tie down points per long side of the sliding bed.
8. Sliding bed must be equipped with metal chocks for securing vehicles on the cargo deck. Chocks must be able to attach on the cargo deck in different positions, ensuring that vehicles of different wheelbases can be secured and ensure support for 4 corners of the vehicle.

The supplier declares compliance with this requirement in section 7 of the Tender form.

Supplier must also provide manufacturer's technical documentation or brochure or approvals or other equivalent documents, confirming that vehicle has required features and functionalities according to parts 1 through 10 of this paragraph.

	<p>9. Superstructure must be equipped with equipment for securing the vehicle on the sliding bed – not less than 4 ratchet straps or chain binders, suitable for securing vehicle by the wheels or by the tie down points. Equipment for securing the vehicles must be carried in dedicated storage spaces on the superstructure when not in use.</p> <p>10. Superstructure must be equipped with lighting equipment to light the work area.</p>	
2.12. Tyres	<p>Recovery truck must be fitted with a set of non-studded tyres suitable for a wide range of on-road and off-road surfaces, as well as for winter use.</p> <p>Recovery truck must be equipped with spare wheel of the same size, with the same tyre as the tyres, fitted to the truck. The spare wheel must be securely mounted in the position that is accessible from the outside of the vehicle and does not impede loading of the cargo, use of the crane or sliding bed functions.</p>	The supplier declares compliance with this requirement in section 7 of the Tender form.
2.13. Color of the vehicle	<p>Recovery truck must be painted in the following colors:</p> <ol style="list-style-type: none"> 1. Cabin of the truck and superstructure elements (except for small parts such as fittings, latches and connectors) must be painted in matte, monochrome color, matching the color scheme of military equipment (e.g. NATO green or Olive green). 2. Frame or visible parts of the frame and wheels must be painted in the same color as the cab or in matte black or other matte dark color in line with the dark color scheme used in the military. There are no specific color requirements for small frame and superstructure fastening elements (e.g. screws, closing mechanism, etc.). 3. Exterior gloss elements shall be finished in the same body color or in matte black or other dark matte color corresponding to the range of dark colors used by the military. 	The supplier declares compliance with this requirement in section 7 of the Tender form.

4. The bottom of the vehicle, frame and chassis shall be coated with corrosion protection (factory-applied or additionally coated by supplier).

NOTES:

Where the technical specification indicates a specific model or source of supply, a specific process specific to the goods or services supplied by a particular supplier, or a trademark, patent, types, specific origin or manufacture, it shall be understood that these characteristics are indicative only and that the suppliers are free to offer an equivalent option. The supplier must demonstrate the equivalence referred to in this paragraph.

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

INVOICE No.

Date: _____

Supplier:

Name:

Address:

Company code:

VAT payer code:

Bank:

Bank code (SWIFT):

Bank account (IBAN) No.:

Buyer:

Name:

Address:

Company code:

Payer:

Name: PI Central Project Management Agency

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

Company code: 126125624

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

Total to be paid EUR

INTERIM/FINAL ACT OF TRANSFER – ACCEPTANCE

Pursuant to the Contract No. _____ of ____ 20__

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

TENDER OF SUPPLIER

TENDER
FOR RECOVERY TRUCKS
PROCUREMENT

2024-08-15

(date)

Kaunas region

(location)

To the Public Institution Central Project Management Agency

1. INFORMATION ABOUT THE SUPPLIER:

Name of supplier (In the case of a group of suppliers, the names of all members of the group: Responsible partner: Partner No. 1: Partner No. 2, etc.:)	UAB "KMT"
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2. INFORMATION ON THE ECONOMIC OPERATORS ON WHOSE CAPACITY THE SUPPLIER RELIES TO MEET THE CONTRACTING AUTHORITY'S QUALIFICATION REQUIREMENTS
(to be completed if the supplier uses the capacities of other economic operators as specified in Chapter 9 of the General Part of the Procurement Conditions "Relying on the capacity of entities")

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

3. INFORMATION ON KNOWN SUBCONTRACTORS AND THE PARTS OF THE CONTRACT TO BE SUBCONTRACTED
(to be completed if the supplier uses sub-suppliers)

No.	Name, legal entity code, address of the subcontractor	Description of the part of the subject-matter of the contract to be subcontracted
1.	UAB „Volvo Lietuva“ [code 111657016, Minsko pl. 9, LT-02021 Vilnius	Truck delivery, servicing of the vehicle and superstructure
2.		

4. DETAILS OF THE MEMBERS OF THE SUPPLIER'S MANAGEMENT BOARD, SUPERVISORY BOARD
(To be completed if the supplier, which is a legal person, has a collegiate management or supervisory body member(s) or other person(s) with the right to represent or control the supplier, to take a decision on its behalf, to enter into a contract, or an accountant(s) or other person(s) with the right to draw up and sign the supplier's accounting documents (Article 46(2)(2) of the LPP).)*

No.	Name, surname	Occupation
1.		
2.		

*This information does not need to be submitted with the proposal. The supplier will be obliged to provide this information on request of the contracting authority.

The Supplier will be required to provide documentation confirming that the persons (if any) referred to in this table do not have the grounds for exclusion provided for in Article 46(1) of the LPP.

5. PRICE OF THE TENDER

No.	Object of procurement	Minimum quantity ¹	Maximum quantity ²	Unit price (rate) ³ EUR excl. VAT	Total price for maximum quantity EUR excl. VAT (4x5)
1	2	3	4	5	6
5.1.	Recovery trucks	2 units	4 units	217 777,77	871 111,08
Tender price in EUR excluding VAT (sum of values in column 6)					871 111,08
VAT rate (to be completed if applicable) ⁴					0
Tender price EUR incl. VAT ⁵					871 111,08

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

6. PROPOSED VALUES FOR THE QUALITY CRITERIA (T)

No.	Criterion	Proposed value
6.1.	Delivery time (T) The supplier's proposed delivery time from the order submission*	__12__ months**

* The delivery time offered by the supplier cannot be longer than the term specified in Clause 1.9 of the Special Part of the Procurement Conditions. If the supplier offered a longer term, his tender would be rejected.

** The supplier must indicate the proposed delivery time in months, in whole numbers. If the supplier specifies months in non-integer numbers, they will be rounded off in accordance with the procedure laid down in the Procurement Conditions.

¹ This is the minimum quantity that the Contracting authority undertakes to purchase.

² The Contracting authority does not undertake to purchase the entire quantity. The quantity to be ordered, which cannot be less than the minimum (2 units), will depend on the needs of the CPVA and the Beneficiary.

³ The prices in the tender shall be rounded to two decimal places.

⁴ Goods and/or services supplied in the Georgia are subject to 0% tax, VAT because

- goods and/or services under this Contract are financed within the framework of the European Peace Facility Contribution Agreements No. EPF/2021/06, dated 06 June 2021 and No. 2023/4-2-25, dated 03 August 2023, signed by the European Union, represented by the European Commission, and CPMA, named "Assistance Measure under the European Peace Facility to support the Georgian Defence Forces" (hereinafter the Projects), with the purpose to provide a financial contribution to finance the implementation of the assistance measure to strengthen the capacities of the Armed Forces of Georgia. The Projects are financed from the funds of the EU Peace Facility Fund, therefore they have been registered in the Unified electronic register of persons benefiting from tax relief in accordance with international agreement signed on June 10, 2007, between the Government of Georgia and the European Union Commission, and ratified by the Parliament of Georgia on November 29, 2007 by Decree No 5506;

- in accordance with Chapter XXV of the Tax Code of Georgia the supply of goods are taxable operations, which are exempted from VAT;

- transaction is VAT exempt according to Article 146(1)(a) of Council Directive 2006/112/EC of 28 November 2006;

- if the purchased goods will be exported to Georgia, all export procedures and documents relating to the export of the purchased goods are handed and signed by the Supplier. In this respect, the Supplier will issue an invoice at a 0% VAT rate.

⁵ The maximum amount of funds available for procurement is specified in clause 1.16 of the Special part of the Procurement conditions. If a tender exceeds this maximum amount (1 080 000,00 EUR incl. VAT), the tender will be rejected.

7. COMPLIANCE OF THE GOODS OFFERED BY THE SUPPLIER WITH THE REQUIREMENTS OF THE TECHNICAL SPECIFICATION

No.	Feature	Technical specification requirement	Documents confirming compliance with the requirement	The exact parameters of the offered product (if applicable, tick the relevant boxes and / or indicate the information requested)
Manufacturer's name and model of the goods offered by the Supplier: Renault K with crane Palfinger PK13500T				
1.	General requirements for the object of procurement			
1.1.	Object of procurement	Recovery trucks suitable road and for off-road conditions, equipped with sliding bed superstructure and hydraulic crane, suitable for loading transporting and unloading of vehicles, equipment, and general cargo within the capacity of the crane and superstructure. All vehicles and equipment proposed in the tender, must be manufactured, and configured in accordance with the requirements set out below.	The supplier declares compliance with this requirement in the next column. Supplier must also provide manufacturer's technical documentation or brochures or approvals or other equivalent documents, confirming compliance with requirements for procurement object.	<input type="checkbox"/> We confirm that the recovery trucks we offer will be manufactured and configured in accordance with the requirements set in the Technical specification.
1.2.	Delivery location	Tbilisi, Georgia *The exact delivery addresses will be communicated to the supplier at the time of execution of the contract.	The supplier declares compliance with this requirement in the next column.	<input type="checkbox"/> Recovery trucks will be delivered to Tbilisi, Georgia
1.3.	Quantities	Minimum quantity: 2 units ⁶ Maximum quantity: 4 units ⁷	The supplier declares compliance with this requirement in the next column.	The quantity of recovery trucks we offer: 4 units
1.4.	Manufacturing the equipment	The trucks, superstructures and all ancillary equipment must be new and unused. Used or used and refurbished equipment cannot be offered.	The supplier declares compliance with this requirement in the next column.	<input type="checkbox"/> We confirm that trucks, superstructures and all ancillary equipment will be new and unused.

⁶ This is the minimum quantity that the Contracting authority undertakes to purchase.

⁷ The Contracting authority does not undertake to purchase the entire quantity. The quantity to be ordered, which cannot be less than the minimum (2 units), will depend on the needs of the CPVA and the Beneficiary.

		<p>All trucks should be of the same manufacturer and model, with the same superstructures and equipment.</p> <p>Trucks and superstructure cannot be one-off (experimental) products.</p> <p>Vehicles should be made no earlier than 2023 and with a maximum mileage of less than 5000 km.</p>		<p><input checked="" type="checkbox"/> We confirm that all trucks will be of the same manufacturer and model, with the same superstructures and equipment</p> <p><input type="checkbox"/> We confirm that the trucks and superstructures are not experimental products.</p> <p><input type="checkbox"/> We confirm that the recovery trucks will be made not earlier than 2023 and have a maximum mileage of not more than 5000 km.</p>
1.5.	Warranty	<p>Truck, including superstructure and all ancillary equipment must be covered by a warranty of at least 24 months and at least 100,000 km, whichever comes first.</p> <p>1. Unless the vehicle is reworked/modified, the entire vehicle must be covered by the factory warranty.</p> <p>2. If the vehicle is to be reworked/modified, the part of the vehicle which is not to be reworked shall be covered by the factory warranty and the part which is to be reworked shall be covered by the warranty, provided by the vehicle manufacturer or by the warranty provided by the supplier who has carried out the work of reworking/modifying.</p> <p>3. The warranty servicing and maintenance of the vehicle must be provided by the Supplier and/or by the manufacturer and/or its representative in the service station indicated in the territory of Georgia, and if there are no service stations of the Supplier, manufacturer or its representative in Georgia, vehicle shall be</p>	<p>The supplier declares compliance with this requirement in the next column and submits the following supporting documents:</p> <p>For the paragraph No. 1, The supplier shall submit with the tender a manufacturer's certificate, declaration or other document proving compliance with the requirement.</p> <p>For paragraph No. 2, The supplier shall submit with the tender a manufacturer's approval, declaration, certificate, or other document confirming that the whole vehicle or the unmodified part of the vehicle is covered by the manufacturer's warranty.</p> <p>If the manufacturer does not provide a factory warranty for the whole vehicle and, accordingly, only the unmodified part of the vehicle is covered by the warranty, the supplier must also submit with the tender a certificate, declaration or other document from the supplier who carried out the conversion/modification work, confirming</p>	<p>The warranty for the recovery truck including superstructure and all ancillary equipment will be 24 months and at least 100,000 km, whichever comes first</p> <p>(Indicate which submitted document confirms compliance ____ Technical specification ____, Declaration on warranty page 1 ____)</p> <p>Please select appropriate:</p> <p><input type="checkbox"/> the entire vehicle is covered by the factory warranty.</p> <p><input type="checkbox"/> the part of the vehicle which is not reworked is covered by the factory warranty and the part which reworked is covered by the warranty, provided by the vehicle manufacturer or by the warranty provided by the supplier who has carried out the work of reworking/modifying.</p>

	<p>transported to the entity, specified by the supplier and responsible for warranty service, outside of the territory of Georgia and afterwards returned at suppliers expense to the Beneficiary's places of deployment.</p> <p>4. The warranty or the superstructure equipment must be provided by the Supplier and/or by the manufacturer of the truck or superstructure and/or its representative in the location indicated in the territory of Georgia, and if there are no service stations of the Supplier, manufacturer or its representative in Georgia, vehicle shall be transported to the entity, specified by the supplier and responsible for warranty service, outside of the territory of Georgia and afterwards returned at suppliers expense to the Beneficiary's places of deployment.</p>	<p>that the warranty is provided for the modified part of the vehicle.</p> <p>For paragraphs No. 3 and 4 Supplier shall provide location of service centers in Georgia or other means of ensuring service and maintenance of vehicles and superstructures, as required by the established requirements.</p>	<p>Please select appropriate means of warranty service:</p> <p><input checked="" type="checkbox"/> Warranty and servicing of the vehicle and superstructure will be provided by the Supplier and/or by the manufacturer and/or its representative in the service station indicated in the territory of Georgia.</p> <p><input type="checkbox"/> Warranty and servicing of the vehicle and superstructure will be provided by transporting vehicle to the entity, specified by the supplier and responsible for warranty service, outside of the territory of Georgia and afterwards returned at suppliers expense to the Beneficiary's places of deployment.</p> <p>Indicate which document submitted and the specific place in it confirms compliance with the requirements for the place of warranty service: Garantinis remontas page 1 Declaration on warranty page 1</p> <p>Chassis and superstructure: Renault Trucks, Tegeta Commercial Vehicles LLC ID: 405464929 Address: D.Aghmashenebeli alley N129, Tbilisi, Georgia Crane: Palfinger Georgia Ltd. 12 km Davit Aghmashenebeli Ave., Tbilisi, Georgia</p>
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1.6.	Documentation to be supplied with the trucks	Each truck must be supplied with printed maintenance and user manual in English and/or Georgian. User manual must include user and service manual for the tilt bed superstructure and hydraulic crane (or separate manuals must be provided).	The supplier declares compliance with this requirement in the next column.	<input checked="" type="checkbox"/> We confirm that we will provide together with the recovery trucks printed maintenance and user manual in English and/or Georgian. User manual will include user and service manual for the tilt bed superstructure and hydraulic crane (or separate manuals must be provided).
2.	Technical requirements for the recovery truck			
2.1.	Vehicle equipment	Recovery truck must be so equipped that it can be used for its intended purpose on the territory of Georgia without any additional equipment. The readouts of the measuring instruments and gauges must be in the metric system (SI units) and the recovery truck must be designed for right-hand traffic (left-hand steering wheel).	The supplier declares compliance with this requirement in the next column.	<input checked="" type="checkbox"/> We confirm that recovery trucks will be equipped to be used for intended purpose on the territory of Georgia without any additional equipment. The readouts of the measuring instruments and gauges will be in the metric system (SI units) and the vehicles will be designed for right-hand traffic (left-hand steering wheel).
2.2.	Cargo capacity	Recovery truck must have capacity to load, transport and unload cargo (vehicles, equipment, and general cargo) weighing not less than 3 500 kg on the sliding platform of the superstructure.	The supplier declares compliance with this requirement in the next column. Supplier must also provide manufacturer's technical documentation or brochure or approvals or other equivalent documents, confirming cargo capacity of the recovery truck.	<input checked="" type="checkbox"/> We confirm that recovery trucks will have the capacity to load transport and unload cargo (vehicles, equipment, and general cargo). Cargo capacity of the proposed recovery truck is 3500 kg, on the sliding platform of the superstructure. Indicate which document submitted and the specific place in it confirms compliance with the requirement for

2.3.	Engine	Recovery truck must be equipped with diesel engine with emission standard not lower than Euro III.	The supplier declares compliance with this requirement in the next column. Supplier must also provide manufacturer's technical documentation or brochure or approvals or other equivalent documents with engine specification.	the cargo capacity ____ Declaration-approval page ____ 1 point 2.1 ____.
2.4.	Gearbox type	Recovery truck must be equipped with manual, automated manual, or automatic gearbox.	The supplier declares compliance with this requirement in the next column. Supplier must also provide manufacturer's technical documentation or brochure or approvals or other equivalent documents with transmission specification.	The proposed recovery truck will be equipped with diesel engine with EURO ____ III ____ emission standard. Indicate which document submitted and the specific place in it confirms compliance with the requirement for the engine ____ Technical specification, page 2 ____.
2.5.	Driving axles	Recovery truck must be equipped with 2 powered axles in 4*4 configuration.	The supplier declares compliance with this requirement in the next column. Supplier must also provide manufacturer's technical documentation or brochure or approvals or other equivalent documents with chassis specification.	The proposed recovery truck is equipped with ____ automated manual ____ gearbox. Indicate which document submitted and the specific place in it confirms compliance with the requirement for the gearbox ____ Technical specification, page 3 ____.
2.6.	Ground clearance For the purpose of this	Ground clearance from the lowest part of the bottom of the recovery truck to the road surface must be no less than 250 mm. when loaded to full load capacity.	The supplier declares compliance with this requirement in the next column. Supplier must also provide manufacturer's technical documentation, drawings or brochure or approvals or other equivalent	We confirm that recovery trucks will be equipped with 2 powered axles in 4*4 configuration. Indicate which document submitted and the specific place in it confirms compliance with the requirement for the driving axles ____ Technical specification, page 1 ____.
				The proposed recovery truck has the ground clearance of ____ 352 ____ mm.

	procurement, the ground clearance is the distance between the road surface and the lowest part of the bottom of the vehicle under the whole vehicle, including the chassis, axles, gearbox, differential housing, etc.		documents with identified ground clearance.	Indicate which document submitted and the specific place in it states the measurement of ground clearance ____ Technical specification, page 2 ____.
2.7	Operational range For the purpose of this procurement operational range is the distance that could be driven in road conditions with full load of fuel in the tank/s, permanently connected to fuel system, and truck loaded to capacity with cargo.	Operational range in road conditions – not less than 400 km. with recovery truck loaded to full capacity.	The supplier declares compliance with this requirement in the next column. Supplier must also provide manufacturer's technical documentation, or brochure or approvals or other equivalent documents with identified operational range.	The proposed recovery truck has the operational range of ____ 800 ____ km. Indicate which document submitted and the specific place in it states the operational range ____ Technical specification, page 5 ____.

2.8.	Requirement for the cabin of the recovery truck.	<p>Recovery truck's cabin should have following functionalities and features:</p> <ol style="list-style-type: none"> 1. Seating capacity for no less than 2 people (including driver). 2. Equipped with heating and air conditioning. 3. Floor of the cabin must be covered in or finished in non absorbent and non slip material. 4. Equipped with not less than 1 12V DC auxiliary power outlet. 5. Equipped with not less than 1 USB power outlet. 6. Equipped with first aid kit. 	<p>The supplier declares compliance with this requirement in the next column.</p> <p>Supplier must also provide manufacturer's technical documentation or brochure or approvals or other equivalent documents with specification of the vehicle cabin, confirming that cabin has required features and functionalities according to parts 1 through 6 of this paragraph.</p>	<p>We confirm that the cabin of the proposed recovery truck will:</p> <ul style="list-style-type: none"> <input type="checkbox"/> have seating capacity for 2 people (including driver). <input type="checkbox"/> be equipped with heating and air conditioning. <input type="checkbox"/> have floor of the cabin covered in or finished in non absorbent and non slip material. <input type="checkbox"/> be equipped with not less than 1 12V DC auxiliary power outlet. <input type="checkbox"/> be equipped with not less than 1 USB power outlet. <input type="checkbox"/> be equipped with first aid kit. <p>Indicate which document submitted and the specific place in it states the compliance for the requirements No. 1 through 6. ____ Technical specification, page 4 ____.</p>
2.9.	Requirements for the features of the recovery truck.	<p>Recovery truck must have the following functionalities and features:</p> <ol style="list-style-type: none"> 1. Air intake raised higher than the top of the front wheels. 2. Equipment and accessories for tyre inflation. 3. Tool kit for replacing the wheel, including lifting device, capable of lifting axle of loaded vehicle for wheel replacement. 4. Fire extinguisher, weighing not less than 3 kg. 5. Truck must be equipped with towing points for recovery – no less than 1 towing point in front and 1 in the rear of the vehicle. Towing points must be equipped with hardware (pins) 	<p>The supplier declares compliance with this requirement in the next column.</p> <p>Supplier must also provide manufacturer's technical documentation or brochure or approvals or other equivalent documents, confirming that vehicle has required features and functionalities according to parts 1 through 11 of this paragraph.</p>	<p>We confirm that the proposed recovery truck will have:</p> <ul style="list-style-type: none"> <input type="checkbox"/> air intake raised higher than the top of the front wheels. <input type="checkbox"/> equipment and accessories for tyre inflation. <input type="checkbox"/> tool kit for replacing the wheel, including lifting device, capable of lifting axle of loaded vehicle for wheel replacement.

		<p>and/or shackles) rated for the weight of the vehicle if the hardware is required for attachment of recovery lines to the towing points.</p> <p>6. Truck must be equipped with front mounted ISO 1728 standard connectors or equivalent connections for air pressure supply during recovery of the vehicle.</p> <p>7. Truck must be equipped with STANAG 4074 electrical connectors for starting the vehicle in emergency situation and suitable cable, not shorter than 5 m. with STANAG 4074 connectors on both ends.</p> <p>8. Truck must be equipped with protective guards for headlights.</p> <p>9. Truck must be equipped with not less than 2 wheel chocks. Wheel chocks must be painted or made from material of dark color, and when not in use transported in dedicated storage space, accessible from outside of the truck.</p> <p>10. Truck must be capable of operating in temperature limits from -30° to $+49^{\circ}$ C.</p> <p>11. Height of the truck from the ground to the highest point of unloaded superstructure must be not more than 4 m.</p>	<p><input type="checkbox"/> fire extinguisher, weighing not less than 3 kg.</p> <p><input type="checkbox"/> towing points for recovery – no less than 1 towing point in front and 1 in the rear of the vehicle. Towing points will be equipped with hardware (pins and/or shackles) rated for the weight of the vehicle, if the hardware is required for attachment of recovery lines to the towing points.</p> <p><input type="checkbox"/> front mounted ISO 1728 standard (or equivalent) connectors or equivalent connections for air pressure supply during recovery of the vehicle.</p> <p><input type="checkbox"/> STANAG 4074 (or equivalent) electrical connectors for starting the vehicle in emergency situation and suitable cable, not shorter than 5 m. with STANAG 4074 (or equivalent) connectors on both ends.</p> <p><input type="checkbox"/> protective guards for headlights.</p> <p><input type="checkbox"/> not less than 2 wheel chocks. Wheel chocks will be painted or made from material of dark color, and when not in use transported in dedicated storage space, accessible from outside of the truck.</p> <p><input type="checkbox"/> be capable of operating in temperature limits from -30° to $+49^{\circ}$ C.</p>
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2.10.	Requirements for the hydraulic crane of the recovery truck.	Recovery truck must be equipped with hydraulic lifting crane with following functionalities and features: 1. Mounted between the cabin of the truck and sliding bed. 2. Reach from the rotation point – not less than 8 m.	The supplier declares compliance with this requirement in the next column. Supplier must also provide vehicle, superstructure or crane manufacturer's technical documentation or brochure or approvals or other equivalent documents, confirming compliance to paragraphs No. 1 through 9.	<p><input checked="" type="checkbox"/> Height of the truck from the ground to the highest point of unloaded superstructure will be <u>4</u> m.</p> <p>Indicate which document submitted and the specific place in it confirms compliance with the requirements No. 1 through 11</p> <p>Point...1___ Technical specification, page 2___.</p> <p>Point 2-3, Technical specification, page 5</p> <p>Point 4, Technical specification, page 4</p> <p>Point 5-7, Technical specification, page 5</p> <p>Point 8, Technical specification, page 5</p> <p>Point 9-10, Technical specification, page 5</p> <p>Point 11 Declaration-approval page 2 point 2.9</p>
				<p>We confirm that the proposed recovery truck will be equipped with hydraulic crane that will:</p> <p><input checked="" type="checkbox"/> be mounted between the cabin of the truck and sliding bed.</p> <p><input checked="" type="checkbox"/> have the reach from the rotation point of <u>8</u> m.</p>

	<p>3. Lifting capacity - not less than 3500 kg at 3 m. reach and not less than 1000 kg at 8 m. reach.</p> <p>4. Lifting height – not less than 8 m. from the installation level.</p> <p>4. Crane must be able to rotate 360 degrees, be able to clear the cabin of the truck and reach in front of the truck.</p> <p>5. Crane must be equipped with hydraulically extending support outriggers. Outriggers must be equipped with integral or separate outrigger plates, ensuring stability when used on soft surface.</p> <p>6. Crane must be equipped with lighting equipment, mounted on the crane arm to light the work area of the crane arm.</p> <p>7. Crane must be equipped with rigging components, enabling to load vehicles-spreaders or frame for vehicle lifting with attachment to the crane, not less than 4 loading straps, rated for at least 3500 kg, with length, suitable for loading vehicle of at least 3 m. height and with wheelbase of at least 4 m. and equipment to attaching loading straps to loading points and wheels of the vehicle. Rigging components must be carried on the superstructure of the truck in dedicated storage places when not in use.</p> <p>8. Crane and rigging components when in storage and transport position must not interfere with the functioning of the sliding bed of the superstructure.</p> <p>9. Other rigging and lifting equipment, offered by supplier, and ensuring the functionalities of the crane (loading of the vehicles and general</p>	<p><input checked="" type="checkbox"/> have the lifting capacity of <u>3500</u> kg at 3 m. reach and not less than <u>1520</u> kg at 8 m. reach.</p> <p><input checked="" type="checkbox"/> have the lifting height of <u>11,2</u> m. from the installation level.</p> <p><input checked="" type="checkbox"/> be able to rotate 420 degrees, clear the cabin of the truck and reach in front of the truck.</p> <p><input checked="" type="checkbox"/> be able to rotate 420 degrees, clear the cabin of the truck and reach in front of the truck.</p> <p><input checked="" type="checkbox"/> be equipped with hydraulically extending support outriggers. Outriggers will be equipped with integral outrigger plates, ensuring stability when used on soft surface.</p> <p><input checked="" type="checkbox"/> be equipped with lighting equipment, mounted on the crane arm to light the work area of the crane arm.</p> <p><input checked="" type="checkbox"/> be equipped with rigging components, enabling to load vehicles - frame for vehicle lifting with attachment to the crane, <u>4</u> loading straps, rated for <u>3568</u> kg, with length, suitable for loading vehicle <u>3</u> m. height and with wheelbase of <u>4</u> m. and equipment to attaching loading straps to loading points and wheels of the vehicle. Rigging components will be carried on the superstructure of the truck in</p>
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			cargo) will be considered acceptable in the tender if this equipment is carried in dedicated places on the superstructure of the truck.	dedicated storage places when not in use. <input checked="" type="checkbox"/> Crane and rigging components when in storage and transport position will not interfere with the functioning of the sliding bed of the superstructure. Indicate which document submitted and the specific place in it confirms compliance with the requirements No. 1 through 8 — Declaration-approval page 2, point 2.10 —.
2.11	Requirements for the superstructure of the recovery truck.	Recovery truck must have the sliding bed superstructure with following functionalities and features: 1. Superstructure must be equipped with hydraulically operated sliding load bed, designed to load, and unload vehicles. 2. Sliding bed must have the ability to tilt and slide backwards, forming ramp, suitable for the vehicle to be driven or winched on the sliding bed. 3. The usable width of the sliding bed must be not narrower than 2400 mm. 4. The Usable length of the sliding bed must be not shorter than 5500 mm. 5. Sliding bed must be equipped with front mounted recovery winch. Winch must have the pulling capacity of at least 8000 kg and winch line not shorter than 25 m. Winch must be mounted on the sliding bed and able to be used with bed in lifted position. 6. Sliding bed surface must be constructed as single plane and covered in non-slip metal	The supplier declares compliance with this requirement in the next column. Supplier must also provide manufacturer's technical documentation or brochure or approvals or other equivalent documents, confirming that vehicle has required features and functionalities according to parts 1 through 10 of this paragraph.	<p>We confirm that the proposed recovery truck will be equipped with superstructure that will:</p> <p><input checked="" type="checkbox"/> be equipped with hydraulically operated sliding load bed, designed to load, and unload vehicles.</p> <p><input checked="" type="checkbox"/> have the ability to tilt and slide backwards, forming ramp, suitable for the vehicle to be driven or winched on the sliding bed.</p> <p><input checked="" type="checkbox"/> have the usable sliding bed width of 2400 mm.</p> <p><input checked="" type="checkbox"/> have the usable sliding bed length of 5500 mm.</p> <p><input checked="" type="checkbox"/> be equipped with front mounted recovery winch. Winch will have the pulling capacity of 9000 kg and winch line of 25 m. length. Winch will be mounted on the sliding</p>

		<p>cladding, ensuring traction for vehicle loading.</p> <p>7. The superstructure must be equipped with tie down points – not less than 5 tie down points per long side of the sliding bed.</p> <p>8. Sliding bed must be equipped with metal chocks for securing vehicles on the cargo deck. Chocks must be able to attach on the cargo deck in different positions, ensuring that vehicles of different wheelbases can be secured and ensure support for 4 corners of the vehicle.</p> <p>9. Superstructure must be equipped with equipment for securing the vehicle on the sliding bed – not less than 4 ratchet straps or chain binders, suitable for securing vehicle by the wheels or by the tie down points. Equipment for securing the vehicles must be carried in dedicated storage spaces on the superstructure when not in use.</p> <p>10. Superstructure must be equipped with lighting equipment to light the work area.</p>	<p>bed and be able to be used with bed in lifted position.</p> <p><input type="checkbox"/> have the surface of the sliding bed constructed as single plane and covered in non-slip metal cladding, ensuring traction for vehicle loading.</p> <p><input type="checkbox"/> be equipped with tie down points – <u>5</u> tie down points per long side of the sliding bed.</p> <p><input type="checkbox"/> be equipped with metal chocks for securing vehicles on the cargo deck. Chocks will be able to attach on the cargo deck in different positions, ensuring that vehicles of different wheelbases can be secured and ensure support for 4 corners of the vehicle.</p> <p><input type="checkbox"/> be equipped with equipment for securing the vehicle on the sliding bed – <u>4</u> ratchet straps or chain binders, suitable for securing vehicle by the wheels or by the tie down points. Equipment for securing the vehicles must be carried in dedicated storage spaces on the superstructure when not in use.</p> <p><input type="checkbox"/> be equipped with lighting equipment to light the work area.</p> <p>Indicate which document submitted and the specific place in it confirms compliance with the requirements No. 1 through 10 Declaration approval page <u>2-3</u> point 2.11.</p>
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2.12.	Tyres	<p>Recovery truck must be fitted with a set of non-studded tyres suitable for a wide range of on-road and off-road surfaces, as well as for winter use.</p> <p>Recovery truck must be equipped with spare wheel of the same size, with the same tyre as the tyres, fitted to the truck. The spare wheel must be securely mounted in the position that is accessible from the outside of the vehicle and does not impede loading of the cargo, use of the crane or sliding bed functions.</p>	The supplier declares compliance with this requirement in the next column.	<p><input type="checkbox"/> We confirm that the vehicle will be fitted with a set of non-studded tyres suitable for a wide range of on-road and off-road surfaces, as well as for winter use.</p> <p><input type="checkbox"/> We confirm that the vehicle will be fitted with a spare wheel of the same size, with the same tyre as the tyres, fitted to the vehicle.</p> <p><input type="checkbox"/> We confirm that spare wheel will be mounted in the position that is accessible from the outside of the vehicle and does not impede loading of the cargo, use of the crane or sliding bed functions.</p>
2.13.	Color of the vehicle	<p>Recovery truck must be painted in the following colors:</p> <ol style="list-style-type: none"> 1. Cabin of the truck and superstructure elements (except for small parts such as fittings, latches and connectors) must be painted in matte, monochrome color, matching the color scheme of military equipment (e.g. NATO green or Olive green). 2. Frame or visible parts of the frame and wheels must be painted in the same color as the cab or in matte black or other matte dark color in line with the dark color scheme used in the military. There are no specific color requirements for small frame and superstructure fastening elements (e.g. screws, closing mechanism, etc.). 3. Exterior gloss elements shall be finished in the same body color or in matte black or other 	The supplier declares compliance with this requirement in the next column.	<p><input type="checkbox"/> We confirm that cabin of the truck and superstructure elements (except for small parts such as fittings, latches and connectors) will be painted in matte, monochrome <u> </u> NATO GREEN <u> </u> color, matching the color scheme of military equipment.</p> <p><input type="checkbox"/> We confirm that frame or visible parts of the frame and wheels will be painted in <u> </u> GREY <u> </u> color in line with the dark color scheme used in the military.</p> <p><input type="checkbox"/> We confirm that exterior gloss elements will be finished in the same body color or in matte black or other dark matte color corresponding to the range of dark colors used by the military.</p>

		dark matte color corresponding to the range of dark colors used by the military. 4. The bottom of the vehicle, frame and chassis shall be coated with corrosion protection (factory-applied or additionally coated by supplier).		<input checked="" type="checkbox"/> We confirm that bottom of the vehicle, frame and chassis will be coated with corrosion protection.
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NOTES:

Where the technical specification indicates a specific model or source of supply, a specific process specific to the goods or services supplied by a particular supplier, or a trademark, patent, types, specific origin or manufacture, it shall be understood that these characteristics are indicative only and that the suppliers are free to offer an equivalent option. The supplier must demonstrate the equivalence referred to in this paragraph.

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

8.

REQUIRED DOCUMENTS AND CONFIDENTIALITY INFORMATION

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

No.	Document	Does the document contain confidential information? (Yes / No)	Explanation of what specific information in the document is confidential and why
1	2	3	4
1.	The joint operating agreement (in the case of a proposal submitted by a group of economic operators)	-	
2.	The power of attorney or other document authorising the submission and/or signing of the tender and other documents (if the tender is not submitted by the head of the supplier, or by the head of the members of a group of economic operators, or of subcontractors, or by the head of the economic operators on whose capacity the supplier relies) Volvo_Lietuva_igaliojimas	YES	personal data, basis of authorization
3.	If the supplier uses economic operators, evidence that these resources will be available for the entire duration of the contractual obligations	-	-
4.	Signed ESPD in pdf format (Annex 3 "ESPD" to the Purchase Conditions). *A separate ESPD to be completed by: 1) supplier; 2) each member of the group of suppliers (in the case of a group of suppliers); 3) each economic operator on whose capacity the supplier relies in accordance with Article 49 of the LPP (if any) (excluding quasi-suppliers) EBVPD KMT EBVPD_Volvo Lietuva	YES	Personal data
5.	Technical and / or other documents confirming the compliance of the goods offered by the supplier with the requirements of the Technical Specification <u>Declaration-approval</u> <u>Technical specification</u>	NO	

6.	Other documents, if required by the Procurement Terms Declaration on warranty	YES	Full document considered confidential because it is a Commercial Agreement with the manufacturer (third party). person), the disclosure of which would lead to sanctions (commercial secret)
7.	Garantis remontas	YES	Full document considered confidential because it is a Commercial Agreement with the manufacturer (third party). person), the disclosure of which would lead to sanctions
8.	Oficialus_aistovas_Volvo Lietuva	YES	Full document considered confidential because it is a Commercial Agreement with the manufacturer (third party). person), the disclosure of which would lead to sanctions
9.	Dealer Confirmation_Palfinger patvirtinimas_EN	YES	Full document considered confidential because it is a Commercial Agreement with the manufacturer (third party). person), the disclosure of which would lead to sanctions

9. SUPPLIER'S DECLARATION

By signing this tender, I certify that:

1. I am familiar with the procurement documents, as well as with the applicable laws of the Republic of Lithuania, sub-legislative legal acts, which regulate the procedure for conducting public procurements and which may have an impact on any relations between the contracting authority and the supplier, arising out of and/or related to this procurement;
2. I accept the conditions and procedures set out in the Procurement Terms;
3. The data and information provided in the tender documents are correct and include everything necessary for the proper performance of the contract;
4. The contract will be carried out only by persons entitled to carry out the relevant activities;
5. The tender shall be valid for the period specified in the relevant clause of Section 1 of the Special Conditions of Contract;
6. In the event of a change in the declared circumstances, I undertake to inform the Contracting Authority immediately.

10. SUPPLIER'S DECLARATION ON REQUIREMENTS RELATED TO SAFEGUARDING NATIONAL SECURITY INTERESTS

By signing this tender, I certify that:

1. The supplier, its subcontractors, the economic entities whose capacities are relied upon, or persons controlling them, and the goods offered by the supplier (including their manufacturers) do not pose a threat to the national security of the beneficiary state;

2. The supplier, the subcontractor, the economic entities whose capacities are relied upon, the manufacturer of the goods offered by the supplier (including their components, packaging) or the persons controlling them are legal persons who are not registered in the states or territories listed in paragraph 15 of Article 92 of the Law on Public Procurement; the supplier, the subcontractor, the economic entities whose capacities are relied upon, the manufacturer of the goods offered by the supplier (including their components, packaging) or the persons controlling them are natural persons who are not permanently resident in the states or territories specified in the list provided for in paragraph 15 of Article 92 of the Law on Public Procurement or who hold citizenship of these states; the goods (including their components, packaging) do not originate or the services are not provided from the states or territories listed in paragraph 15 of Article 92 of the Law on Public Procurement; the specified entities do not have an interest likely to pose a threat to national security; I am not aware that the circumstances specified in clause 4-5 of paragraph 2 (1) of Article 45 of the Public Procurement Law exist in relation to the subjects specified in clause 1-2 of paragraph 2 (1) of Article 45 of the Law on Public Procurement. This item shall apply in the event of mobilisation, war, a state of emergency or when the Government of the Republic of Lithuania, having assessed the risk that the factors which led to the declaration of mobilisation, the imposition of martial law or a state of emergency, pose a threat to national security, has adopted a decision on the application of the provision of Paragraph 2⁴ of Article 45 of the Law on Public Procurement; the supplier, its subcontractor, the economic operator whose capacities are relied upon, is not operating in the countries or territories referred to in the list referred to in paragraph 15 of Article 92 of the Law on Public Procurement and is not a member of, or the head of a group of economic operators any member of which operates in the countries or territories referred to in the list referred to in paragraph 15 of Article 92 of the Law on Public Procurement, another member of a management or supervisory body or any other person(s) having the right to represent or control the supplier, a subcontractor, an economic operator whose capabilities are relied upon, to take a decision on its behalf or to conclude a contract, and does not participate in the activities of groups of economic operators and/or economic operators as such.

3. the supplier I represent does not have a Russian involvement exceeding the limits laid down in Article 5k of Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of the actions of Russia to destabilise the situation in Ukraine, as amended by Council Regulation (EU) No 2022/576 of 8 April 2014 on Ukraine's sanctions against Ukraine. In particular, I confirm that:

(a) the supplier I represent (and none of the members of the supplier group) is not a Russian citizen or a natural or legal person, entity or body established in Russia;

(b) the supplier I represent (and none of the members of the supplier group) is not a legal person, entity or body which is owned, directly or indirectly, by more than 50 % by an entity referred to in point (a) of this paragraph;

(c) neither I nor the company I represent is a natural or legal person, entity or body acting on behalf of, or at the direction of, an entity referred to in paragraph (a) or (b);

(d) the entities listed in points (a) to (c) are not involved as subcontractors, suppliers or entities whose capacities are relied on by the supplier represented by me where they account for more than 10% of the contract value.

4. The supplier, the sub-suppliers I have used or will use in the future, the entities whose capacities I rely on and/or will rely on, the manufacturers of goods (and their components) are not subject to international sanctions implemented in the Republic of Lithuania, as defined in the Law on International Sanctions of the Republic of Lithuania.