

**CONTRACT FOR THE
CONTAINER TRANSPORT TRUCKS**

Special Conditions of the Contract

No.2024/4-1-476

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]

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)	Container transport trucks (hereinafter referred to as Goods).
1.2.	Quantity of goods	Specified in the Technical Specification (Annex 2 of the Contract)
1.3.	Place of delivery of the Goods	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.

2. THE TERM OF DELIVERY OF THE GOODS

2.1	The term of delivery of the Goods	7 months from the entering into force of the Contract
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.

3. CONTRACT PRICE

3.1	Pricing	This is a fixed price Contract.
3.2	Initial Contract price (Shall remain unmodified throughout the performance of the Contract and applicable only for the amendments according to article 89 of Law on Public Procurement of the Republic Lithuania and 1.5 Clause of the Special Conditions of the Contract)	833 427,28 Eur excluding value added tax (VAT) 833 427,28 Eur including VAT
3.3	Contract price	3.3.1 The price for the Goods, specified in the Technical Specification, 833 427,28 Eur including VAT. The rate of VAT is 0 %: 833 427,28 Eur excluding VAT. 3.2.2 The details of the price are provided in the Supplier's Tender (Annex 5 of the Contract).
3.4	Advance payment	Up to 50 percent of the Contract price as indicated in Clause 3.3.1 including VAT according to 2.3 Clause of the General Conditions.
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. If the Contract provides for the fulfilment of the Supplier's contractual obligations in instalments, after signing the interim act of acceptance and transfer of goods, the amount of the advance guarantee may be reduced in proportion to the part of the obligations fulfilled by the Supplier, not less than the remainder of the outstanding contractual obligations
3.6	Interim payments	Interim payments will be made after the delivery of Goods and signing of the Interim Act of Transfer-Acceptance of Goods as indicated in Clause 4 of the Special Conditions.
3.7	Export and Import procedures	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. Beneficiary The Ministry of Defence of Georgia must be indicated on the export documents <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.

		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.
--	--	--

4. PAYMENT PROCEDURE

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

4.1.1. The Goods specified in Clause 1.1 of the Special Conditions of the Contract, if submitted according to the Contract and Technical Specification in a duly and timely manner, shall be paid in instalments. A maximum of 1 interim payments are foreseen;

4.1.2. Upon full implementation by the Supplier of the relevant part of delivery of the Goods provided for in Clause 1.1 of the Special Conditions of the Contract and the transfer of Goods in accordance with the procedure laid down in Clause 3 of the General Conditions of the Contract, by signing an interim act by the Parties, the CPVA shall make an interim payment on the basis of an interim invoice submitted by the Supplier;

4.1.3. After the Supplier has delivered all the Goods and the final result has been transferred in accordance with the procedure laid down in Clause 3 of the General Conditions of the Contract, by signing a final act by the Parties, the CPVA shall make a final payment on the basis of a final invoice submitted by the Supplier.

4.1.4. If the Supplier delivers all the goods at once and the Suppliers transfers the Goods in accordance with the procedure laid down in Clause 3 of the General Conditions of the Contract, by signing a final act by the Parties, the CPVA shall make one payment for the entire amount of the Goods.

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

5. LIABILITY OF THE PARTIES

5.1.	If the CPVA fails to make payments in accordance with the conditions laid down in the Contract, the Supplier shall have the right to ask the CPVA to pay interest of:	0,03 percent of the outstanding amount for each day of delay
5.2.	Supplier shall pay to CPVA for a delay in delivery of the Goods 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 interes 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
5.8.	If the prohibited circumstances specified in the Declaration of Non-Engagement in Countries Carrying Out Military Aggression against Ukraine (Annex No. 8) become clear and/or the falsity of the Declaration becomes clear.	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.	Essential breach and essential conditions of the Contract is	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 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.		<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> 1) when Supplier, subcontractor, economic subject whose capacity is relied on, Goods offered by the Supplier (including their components, packaging)

		<p>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>
6.7.		<p>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:</p> <p>(a) a Russian national, or a natural or legal person, entity or body established in Russia;</p> <p>(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</p> <p>(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</p>
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
6.10.		if the prohibited circumstances specified in the Declaration of Non-Engagement in Countries Carrying Out Military Aggression against Ukraine (Annex No. 6) become clear and/or the falsity of this declaration becomes clear.

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

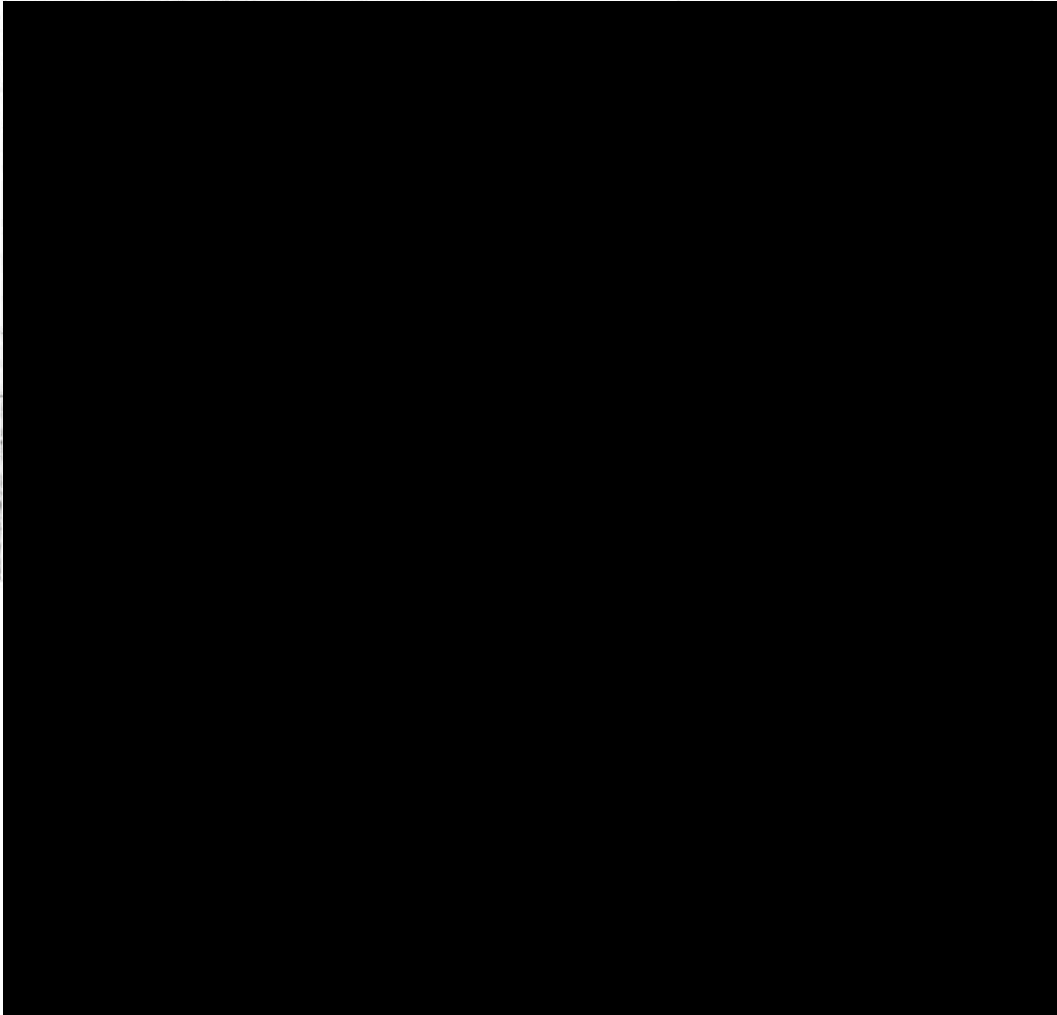
9.1.	This Contract is concluded by	email, exchanging scanned versions of the Contract with the physical signatures. Scanned versions of the Contract with the physical signatures will be exchanged via-emails indicated in Clause 6.
9.2.	The Contract enters into force	on the date of its signing by all Parties. 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. The supplier, when submitting a signed contract, also provides a signed Declaration of Non-Engagement in Countries Carrying Out Military Aggression against Ukraine. The contract only enters into force when the supplier submits a signed declaration. If it is discovered that the declaration is false, the contract is considered not to have entered into force. 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

		<p>Parties, and may not be disputed by the Party on whose behalf they were signed and sent.</p> <p>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.</p> <p>The Contract signed in this way is considered by the Parties to be the original of the Contract, which is kept by the Beneficiary.</p> <p>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.</p>
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:	<p>9.4.1. Amendments to the Contract;</p> <p>9.4.2. Special Conditions of the Contract;</p> <p>9.4.3. Technical Specification;</p> <p>9.4.4. General Conditions of the Contract;</p> <p>9.4.5. Procurement documents;</p> <p>9.4.6. Tender of the Supplier;</p> <p>9.4.7. Annex No. 3 Template of an Invoice;</p> <p>9.4.8. Annex No. 4 Template of an Act of Transfer-Acceptance</p> <p>9.4.9. Annex No. 6 Declaration signed by the Supplier of Non-Engagement in Countries Carrying Out Military Aggression against Ukraine</p>

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
- Annex No. 6 Declaration signed by the Supplier on the Non-Engagement in Countries Carrying Out Military Aggression against Ukraine

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. In order to receive an advance, when applying for an advance payment, together with the advance payment invoice, the Supplier must provide CPVA 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 the contractual obligations of the supplier, including the duration of personnel training, if required by the Technical Specification.

2.3.2. To secure the advance payment a financial guarantee must be issued by: (a) a bank or financial institution licensed in the European Union; or (b) a bank or financial institution from a third country which, at the date of issue of the guarantee, must have an investment grade rating approved by at least one international rating agency of at least 'BBB' by Standard & Poor's, 'BBB' by Fitch, 'Baa2' by Moody's, or equivalent, and which must be the rating of the bank or financial institution which issued the document, or of the group of companies of which it is part. 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 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-fulfillment or partial fulfillment of obligations under this Contract as a result of force majeure, the Party affected by such circumstances shall immediately send a written notice to the other Party within 5 (five) calendar days from the date of occurrence of such circumstances.
- 11.3. The concept of force majeure does not include the circumstances that have influenced a Party's activity, which were considered by the Parties upon entering into this Contract, i.e. circumstances and conditions that may occur in economy, decisions of state and municipal institutions that caused a reorganisation, privatisation, liquidation, change of the type of business, suspension (hindering) of the business of any of the Parties, also other

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

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

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

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

12. GROUNDS AND PROCEDURES FOR CHANGING SUBCONTRACTORS

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

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

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

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

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

12.2.4. in case prohibited activities occurs due to the subcontractor's non-compliance with the Declaration of non-engagement in countries carrying-out military aggression against Ukraine.

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. If any circumstances, that are specified as prohibited in the Declaration on non-engagement in the countries carrying out military aggression against Ukraine, are found, the supplier must immediately inform the CPVA in written about it and replace the subcontractor no later than 10 working days from the day of the occurrence of the prohibited circumstances. If the supplier does not replace the subcontractor within this period, the contract is terminated due to a fundamental breach of the contract.

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.

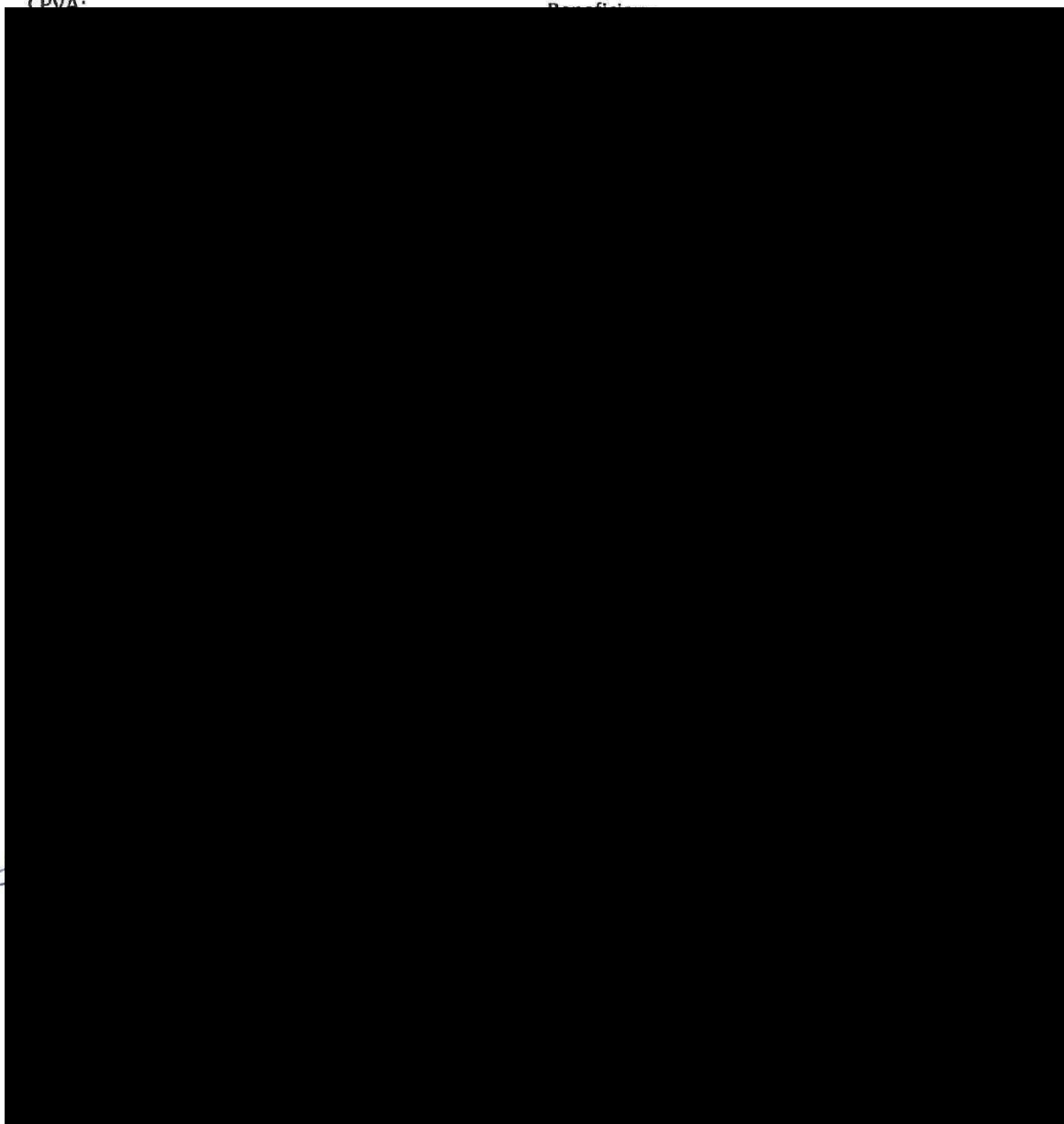
15.2. For the purposes of this Contract, the term "in writing" means by email, post or personal delivery. This clause of the Contract shall be not applied to documents which, in accordance with the legislation of the Parties, must be signed by them and kept in paper form.

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:

Beneficiaries:



TECHNICAL SPECIFICATION CONTAINER TRANSPORT TRUCKS

Public Body Central Project Management Agency is carrying out a public procurement procedure for the procurement of container transport 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.	Object of procurement	<p>Container transporter trucks, suitable road and for off-road conditions, equipped with hook-lift superstructure and container handling equipment, suitable for loading transporting and unloading ISO 668 (or equivalent) 20' containers and STANAG 2413 (or equivalent) demountable load carrying platforms.</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	<p>Tbilisi, Georgia</p> <p><i>*The exact delivery addresses will be communicated to the supplier at the time of execution of the contract.</i></p>	The supplier declares compliance with this requirement in section 7 of the Tender form.
1.3.	Quantity	4 units	The supplier declares compliance with this requirement in section 7 of the Tender form.
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 same superstructures and equipment.</p> <p>Trucks and superstructure cannot be one-off (experimental) products.</p>	The supplier declares compliance with this requirement in section 7 of the Tender form.

<p>Vehicles should be made no earlier than 2023 and with a maximum mileage of less than 5000 km.</p>	<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 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>1.5. Warranty</p>	<p>The supplier declares compliance with this requirement in section 7 of the Tender form 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. 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.</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>

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 hook-lift superstructure and container handling unit (or separate manuals must be provided).	The supplier declares compliance with this requirement in section 7 of the Tender form.
2.1.	Vehicle equipment	<p>Container transport 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 shall be in the metric system (SI units) and the container transport 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	Container transport truck must have capacity to load transport and unload cargo (in ISO 668 (or equivalent) 20' containers or on the STANAG 4213 (or equivalent) demountable load carrying platforms) weighing not less than 15 000 kg with container or platform.	<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 cargo capacity of the container transport truck.</p>
2.3.	Engine	Container transport truck must be equipped with diesel engine with emission standard not lower than Euro III.	<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	Container transport truck must be equipped with 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	Container transport truck must be equipped with not less than 2 powered axles - 6*4 and 6*6 axle configurations are acceptable.	The supplier declares compliance with this requirement in section 7 of the Tender form.

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 chassis, including the axles, gearbox, differential housing, etc.</i></p>	<p>Ground clearance from the lowest part of the bottom of the container transport truck to the road surface must be no less than 250 mm. when loaded to full load capacity.</p>	<p>Supplier must also provide manufacturer's technical documentation or brochure or approvals or other equivalent documents with chassis specification.</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 with container transport truck loaded to capacity with cargo.</i></p>	<p>Operational range in road conditions – not less than 500 km. with container transport 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, drawings or brochure or approvals or other equivalent documents with identified operational range.</p>

<p>2.8. Requirement for the cabin of the container transport truck.</p>	<p>Container transport 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 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 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 container transport truck.</p>	<p>Container transport 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 trailer coupling device (pintle hook) for 76 mm (3") NATO eyelet (or equivalent). 7. Truck must be equipped with electric (12 pin. STANAG 4007 (or equivalent) connector) and air pressure (ISO 1728 standard (or equivalent) connectors) or equivalent connections for trailer towing. 8. Truck must be equipped with front mounted ISO 1728 standard (or equivalent) connectors or equivalent 	<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 12 of this paragraph.</p>

	connections for air pressure supply during recovery of the vehicle.	
	<p>9. Truck must be equipped with 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>10. Truck must be equipped with protective guards for headlights.</p> <p>11. 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>12. Truck must be capable of operating in temperature limits from -30° to + 49° C.</p>	
2.10.	<p>Required capacities for cargo transportation</p> <p>Container transport truck must be able to load, secure for transportation and unload the following type of cargo:</p> <ol style="list-style-type: none"> 1. ISO 668 (or equivalent) 20' IC (8ft) containers. 2. ISO 668 (or equivalent) 20' ICC (8,5ft) containers. 3. STANAG 2413 (or equivalent) demountable load carrying platforms (PLS compatible) 4. Container transport truck must be able to load transport and unload all types of containers in use (bulk containers, liquid tanks, containerized living and work units, equipment and other containers), that fits ISO 668 (or equivalent) 20' IC and ICC container dimensions and have required fixtures, weighing not less than cargo capacity, required in the paragraph 2.2 of this technical specification. 	<p>The supplier declares compliance with this requirement in section 7 of the Tender form.</p> <p>Supplier must also provide vehicle or superstructure manufacturer's technical documentation or brochure or approvals or other equivalent documents, confirming compliance to paragraphs No. 1 through 4.</p>
2.11	<p>Requirements for the superstructure of the container transport truck.</p> <p>Container transport truck must have the superstructure following functionalities and features:</p> <ol style="list-style-type: none"> 1. Superstructure must be equipped with hydraulically operated hook-lift arm, designed to load and unload cargo, described in the paragraph 2.10 of this technical specification. 	<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</p>

	<p>2. Superstructure must be equipped with container handling unit (CHU), that must be detachable from the hook-lift arm.</p> <p>3. Container handling unit must be suitable to attach ISO 668 (or equivalent) 20' IC and ICC containers.</p> <p>4. Container handling unit must be stored at the front of the superstructure, behind the cabin of the vehicle, when detached from hook-lift arm. In storage position container handling unit must be securely mounted on the superstructure and not impede function of the hook-lift arm.</p> <p>5. Rear of the superstructure must be fitted with rollers suitable for loading of ISO 668 standard (or equivalent) containers on the superstructure.</p> <p>6. Superstructure must be fitted with twist lock fasteners, designed to secure ISO 1161:1984 standard (or equivalent) corner fittings on containers or platforms (at least 2 twist lock fasteners in the rear corners of the superstructure).</p> <p>7. Height of the truck, when transporting ISO 668 (or equivalent) 20' IC (8ft) containers must be not higher than 4200 mm.</p>	<p>required features and functionalities according to parts 1 through 7 of this paragraph.</p>
<p>2.12. Tyres</p>	<p>Container transport 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>The vehicle must be fitted with a spare wheel of the same size, with the same tyre as the tyres, fitted to the vehicle.</p> <p>Spare wheel must be mounted on the cab or superstructure in the position, that does not increase height or width of vehicle, is accessible from the outside of the vehicle and does not impede loading of the cargo or functioning of loading equipment.</p>	<p>The supplier declares compliance with this requirement in section 7 of the Tender form.</p>
<p>2.13. Color of the vehicle</p>	<p>Container transport truck must be painted in the following colors:</p> <p>1. Cabin of the truck and superstructure elements (except for small parts such as fittings, latches and connectors) must be</p>	<p>The supplier declares compliance with this requirement in section 7 of the Tender form.</p>

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.
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
FOR CONTAINER TRANSPORT TRUCKS
PROCUREMENT

GCN,

(125567)

1. INFORMATION ABOUT THE SUPPLIER:

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"

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.		

(to be completed if the supplier uses sub-suppliers)

(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	Chassis 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).)*

[illegible]

**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	Quantity	Unit price ¹ EUR excl. VAT	Price EUR excl. VAT (3x4)
1	2	3	4	5
5.1.	Container transport trucks	4 units	208 356.82	833 427,28
Tender price in EUR excluding VAT (sum of values in column 5)				833 427,28
VAT rate (to be completed if applicable) ²				0
Tender price EUR incl. VAT ³				833 427,28

** This price 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) Supplier's proposed delivery time for the entire quantity*	—7— 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. It should also be noted that proposed delivery time shall not include the time for the personnel preparation referred to in point 1.7 of the Technical Specification.*

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

² 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/2022/06, dated 03 June 2022 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 handled and signed by the Supplier. In this respect, the Supplier will issue an invoice at a 0% VAT rate.

³ 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 (920 000,00 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: <u>RENAULT TRUCK SAS, trade name Renault, model K, Palfinger Guima SAS, trade name Palfinger, model T17 Scorpion.</u>				
1.	General requirements for the object of procurement			
1.1.	Object of procurement	Container transporter trucks, suitable road and for off-road conditions, equipped with hook-lift superstructure and container handling equipment, suitable for loading transporting and unloading ISO 668 (or equivalent) 20' containers and STANAG 2413 (or equivalent) demountable load carrying platforms. 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 section 7 of the Tender form. Supplier must also provide manufacturer's technical documentation or brochures or approvals or other equivalent documents, confirming compliance with requirements for procurement object.	<input checked="" type="checkbox"/> We confirm that the Container transport trucks we offer will be manufactured and configured in accordance with the requirements set in the Technical specification.
1.2.	Delivery location	Tbilisi, Georgia <i>*The exact delivery addresses will be communicated to the supplier at the time of execution of the contract.</i>	The supplier declares compliance with this requirement in section 7 of the Tender form.	<input checked="" type="checkbox"/> Container transport trucks will be delivered to Tbilisi, Georgia
1.3.	Quantity	4 units	The supplier declares compliance with this requirement in section 7 of the Tender form.	The quantity of container transport trucks we offer: <u>4</u> 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. All trucks should be of the same manufacturer and model, with same superstructures and equipment.	The supplier declares compliance with this requirement in section 7 of the Tender form.	<input checked="" type="checkbox"/> We confirm that trucks, superstructures and all ancillary equipment will be new and unused. <input checked="" type="checkbox"/> We confirm that all trucks will be of the same manufacturer and model, with same superstructures and equipment

		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.	<p><input checked="" type="checkbox"/> We confirm that the container transport trucks are not experimental product.</p> <p><input checked="" type="checkbox"/> We confirm that the container transport trucks will be made not earlier than 2023 and with 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 transported to the entity, specified by the supplier and responsible for warranty service, outside of the territory of Georgia and afterwards returned at suppliers</p>	<p>The supplier declares compliance with this requirement in section 7 of the Tender form 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 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</p>

	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.	Georgia or other means of ensuring service and maintenance of vehicles and superstructures, as required by the established requirements.	provided by the Supplier and/or by the manufacturer and/or its representative in the service station indicated in the territory of Georgia. <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. Indicate which document submitted and the specific place in it confirms compliance with the requirements for the place of warranty service: Garantinis remontas	Renault Trucks, Tegeta Commercial Vehicles LLC ID: 405464929 Address: D.Aghmashenebeli alley N129, Tbilisi, Georgia
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 hook-lift superstructure and container handling unit (or separate manuals must be provided).	The supplier declares compliance with this requirement in section 7 of the Tender form.	<input checked="" type="checkbox"/> We confirm that we will provide together with the container transport trucks printed maintenance and user manual in English and/or Georgian. User manual will include user and service manual for the hook-lift superstructure and container handling unit (or separate manuals must be provided).	

Technical requirements for the container transport truck				
2.				
2.1.	Vehicle equipment	<p>Container transport 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 shall be in the metric system (SI units) and the container transport truck must be designed for right-hand traffic (left-hand steering wheel).</p>	<p>The supplier declares compliance with this requirement in section 7 of the Tender form.</p>	<p><input type="checkbox"/> We confirm that container transport trucks will be equipped to be used for intended purpose on the territory of Georgia without any additional equipment.</p> <p>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).</p>
2.2.	Cargo capacity	<p>Container transport truck must have capacity to load transport and unload cargo (in ISO 668 (or equivalent) 20' containers or on the STANAG 4213 (or equivalent) demountable load carrying platforms) weighing not less than 15 000 kg with container or platform.</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, confirming cargo capacity of the container transport truck.</p>	<p><input type="checkbox"/> We confirm that container transport trucks will have the capacity to load transport and unload cargo (in ISO 668 (or equivalent) 20' containers or on the STANAG 4213 (or equivalent) demountable load carrying platforms)</p> <p>Cargo capacity of the proposed container transport truck is <u>15000</u> kg. with container or platform.</p> <p>Indicate which document submitted and the specific place in it confirms compliance with the requirement for the cargo capacity <u>Declaration-approval</u>.</p>
2.3.	Engine	<p>Container transport truck must be equipped with diesel engine with emission standard not lower than Euro III.</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</p>	<p>The proposed container transport truck will be equipped with diesel engine with EURO <u>III</u> emission standard.</p>

			approvals or other equivalent documents with engine specification.	Indicate which document submitted and the specific place in it confirms compliance with the requirement for the engine ____ Technical specification ____.
2.4.	Gearbox type	Container transport truck must be equipped with automated manual or automatic gearbox.	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 with transmission specification.	The proposed container transport 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 ____.
2.5.	Driving axles	Container transport truck must be equipped with not less than 2 powered axles - 6*4 and 6*6 axle configurations are acceptable.	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 with chassis specification.	The proposed container transport truck is equipped with ____ 2 ____ powered axles in 6*4 axle configuration Indicate which document submitted and the specific place in it confirms compliance with the requirement for the driving axles ____ Technical specification ____.
2.6.	Ground clearance <i>For the purpose of this procurement, the ground clearance is the distance between the</i>	Ground clearance from the lowest part of the bottom of the container transport 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 section 7 of the Tender form. Supplier must also provide manufacturer's technical documentation, drawings or brochure or approvals or other equivalent documents with identified ground clearance.	The proposed container transport truck has the ground clearance of ____ 320 ____ mm. Indicate which document submitted and the specific place in it states the measurement of ground clearance ____ Technical specification ____.

	road surface and the lowest part of the bottom of the vehicle under the whole vehicle, including the chassis, axles, gearbox, differential housing, etc.			
2.7	Operational range <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 with container transport truck loaded to capacity with cargo.</i>	Operational range in road conditions – not less than 500 km. with container transport truck loaded to full capacity.	The supplier declares compliance with this requirement in section 7 of the Tender form. Supplier must also provide manufacturer's technical documentation, drawings or brochure or approvals or other equivalent documents with identified operational range.	The proposed container transport truck has the operational range of ____ 800 ____ km. Indicate which document submitted and the specific place in it states the operational range ____ Technical specification ____.

2.8.	Requirement for the cabin of the container transport truck.	<p>Container transport 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 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 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 container transport 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.
2.9.	Requirements for the features of the container transport truck.	<p>Container transport 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 	<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 12 of this paragraph.</p>	<p>We confirm that the proposed container transport 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. <input type="checkbox"/> fire extinguisher, weighing not less than 3 kg. <input type="checkbox"/> towing points for recovery – no less than 1 towing point in front and 1 in the rear of the vehicle. Towing

		<p>the hardware is required for attachment of recovery lines to the towing points.</p> <p>6. Truck must be equipped with trailer coupling device (pintle hook) for 76 mm (3") NATO eyelet (or equivalent).</p> <p>7. Truck must be equipped with electric (12 pin. STANAG 4007 (or equivalent) connector) and air pressure (ISO 1728 standard (or equivalent) connectors) or equivalent connections for trailer towing.</p> <p>8. Truck must be equipped with front mounted ISO 1728 standard (or equivalent) connectors or equivalent connections for air pressure supply during recovery of the vehicle.</p> <p>9. Truck must be equipped with 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>10. Truck must be equipped with protective guards for headlights.</p> <p>11. 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>12. Truck must be capable of operating in temperature limits from -30° to +49° C.</p>	<p>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 checked="" type="checkbox"/> trailer coupling device (pintle hook) for 76 mm (3") NATO eyelet (or equivalent).</p> <p><input checked="" type="checkbox"/> electric (12 pin. STANAG 4007 (or equivalent) connector) and air pressure (ISO 1728 standard (or equivalent) connectors) or equivalent connections for trailer towing.</p> <p><input checked="" 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 checked="" 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 checked="" type="checkbox"/> protective guards for headlights.</p> <p><input checked="" 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>2.10.</p>	<p>Required capacities for cargo transportation</p>	<p>Container transport truck must be able to load, secure for transportation and unload the following type of cargo:</p> <ol style="list-style-type: none"> 1. ISO 668 (or equivalent) 20' IC (8ft) containers. 2. ISO 668 (or equivalent) 20' ICC (8,5ft) containers. 3. STANAG 2413 (or equivalent) demountable load carrying platforms (PLS compatible) 4. Container transport truck must be able to load transport and unload all types of containers in use (bulk containers, liquid tanks, containerized living and work units, equipment and other containers), that fits ISO 668 (or equivalent) 20' IC and ICC container dimensions and have required fixtures, weighing not less than cargo capacity, required in the paragraph 2.2 of this technical specification. 	<p>The supplier declares compliance with this requirement in section 7 of the Tender form.</p> <p>Supplier must also provide vehicle or superstructure manufacturer's technical documentation or brochure or approvals or other equivalent documents, confirming compliance to paragraphs No. 1 through 4.</p>	<p><input checked="" type="checkbox"/> be capable of operating in temperature limits from -32° to + 49° C.</p> <p>Indicate which document submitted and the specific place in it confirms compliance with the requirements No. 1 through 12 ___ technical specification ___.</p>
		<p>We confirm that the proposed container transport truck will have the capacity to load, unload and transport the following type of cargo:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> ISO 668 (or equivalent) 20' IC (8ft) containers. <input checked="" type="checkbox"/> ISO 668 (or equivalent) 20' ICC (8,5ft) containers. <input checked="" type="checkbox"/> STANAG 2413 (or equivalent) demountable load carrying platforms (PLS compatible). <input checked="" type="checkbox"/> Container transport truck can load transport and unload all types of containers in use (bulk containers, liquid tanks, containerized living and work units, equipment and other containers), that fits ISO 668 (or equivalent) 20' IC and ICC container dimensions and have required fixtures, weighing not less than cargo capacity, stated in the paragraph 2.2 of this technical specification. 		

2.11	Requirements for the superstructure of the container transport truck.	<p>Container transport truck must have the superstructure following functionalities and features:</p> <ol style="list-style-type: none"> 1. Superstructure must be equipped with hydraulically operated hook-lift arm, designed to load and unload cargo, described in the paragraph 2.10 of this technical specification. 2. Superstructure must be equipped with container handling unit (CHU), that must be detachable from the hook-lift arm. 3. Container handling unit must be suitable to attach ISO 668 (or equivalent) 20' IC and ICC containers. 4. Container handling unit must be stored at the front of the superstructure, behind the cabin of the vehicle, when detached from hook-lift arm. In storage position container handling unit must be securely mounted on the superstructure and not impede function of the hook-lift arm. 5. Rear of the superstructure must be fitted with rollers suitable for loading of ISO 668 standard (or equivalent) containers on the superstructure. 6. Superstructure must be fitted with twist lock fasteners, designed to secure ISO 1161:1984 standard (or equivalent) corner fittings on containers or platforms (at least 2 twist lock fasteners in the rear corners of the superstructure). 7. Height of the truck, when transporting ISO 668 (or equivalent) 20' IC (8ft) containers must be not higher than 4200 mm. 	<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 7 of this paragraph.</p>	<p>We confirm that the superstructure of the proposed container transport truck will be:</p> <ul style="list-style-type: none"> — equipped with hydraulically operated hook-lift arm, designed to load and unload cargo, described in the paragraph 2.10 of this technical specification. — equipped with container handling unit (CHU), detachable from the hook-lift arm. — container handling unit (CHU), will be suitable for attaching ISO 668 (or equivalent) 20' IC and ICC containers. — container handling will be stored at the front of the superstructure, behind the cabin of the vehicle, when detached from hook-lift arm. In storage position container handling will be securely mounted on the superstructure and not impede function of the hook-lift arm. — fitted with rear rollers suitable for loading ISO 668 standard (or equivalent) containers on the superstructure. — fitted with twist lock fasteners, designed to secure ISO 1161:1984 standard (or equivalent) corner fittings on containers or platforms (at least 2 twist lock fasteners in the rear corners of the superstructure).
------	---	---	---	--

				<p>Height of the truck, when transporting ISO 668 (or equivalent) 20' IC (8ft) containers is <u>4100</u> mm.</p> <p>Indicate which document submitted and the specific place in it confirms compliance with the requirements No. 1 through 7 <u> </u>.</p>
2.12.	Tyres	<p>Container transport 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>The vehicle must be fitted with a spare wheel of the same size, with the same tyre as the tyres, fitted to the vehicle.</p> <p>Spare wheel must be mounted on the cab or superstructure in the position, that does not increase height or width of vehicle, is accessible from the outside of the vehicle and does not impede loading of the cargo or functioning of loading equipment.</p>	<p>The supplier declares compliance with this requirement in section 7 of the Tender form.</p>	<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 on the superstructure in the position, that will not increase height or width of vehicle, is accessible from the outside of the vehicle and will not impede loading of the cargo or functioning of the loading equipment.</p>
2.13.	Color of the vehicle	<p>Container transport truck must be painted in the following colors:</p> <p>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).</p>	<p>The supplier declares compliance with this requirement in section 7 of the Tender form.</p>	<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>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.).</p> <p>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.</p> <p>4. The bottom of the vehicle, frame and chassis shall be coated with corrosion protection (factory-applied or additionally coated by supplier).</p>	<p>☐ We confirm that frame or visible parts of the frame and wheels will be painted in <u>GREY</u> color in line with the dark color scheme used in the military.</p> <p>☐ 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> <p>☐ We confirm that bottom of the vehicle, frame and chassis will be coated with corrosion protection.</p>
--	--	---	--

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)	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	YES	personal data, basis of authorization
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)	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	NO	
6.	Other documents, if required by the Procurement Terms Dealer confirmation - KMT	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	Garantinis remoras	YES	Full document considered confidential because it is a Commercial Agreement, the disclosure of which would lead to sanctions (commercial secret)
8.	Oficialus atstovas Valvo 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 (commercial secret)

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 2¹ of Article 45 of the Law on Public Procurement;

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:

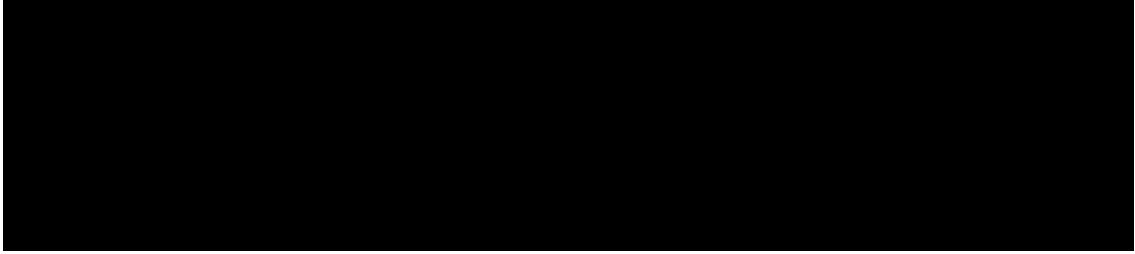
(a) the supplier I represent (and none of the members of the supplier group) is not a Russian citizen or a natural or legal person, entity or body established in Russia;

(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.



Annex 8 of the Procurement terms
 "Declaration of Non-Engagement in Countries
 Carrying Out Military Aggression against Ukraine"

A Standard Form of the Declaration of Non-Engagement in Countries Carrying Out Military
 Aggression against Ukraine

UAB "KMT"

(Name of the supplier)¹

Public Institution Central Project Management Agency
 (Addressee (name of the contracting authority / contracting entity))

FORM OF DECLARATION OF NON-ENGAGEMENT IN COUNTRIES CARRYING OUT
 MILITARY AGGRESSION AGAINST UKRAINE

20 24 October 7th. No. 1

Kaunas ir Ramičiai

(the conclusion)

(supplier manager or a representative)

confirm that UAB "KMT", which is managed ~~represented~~ by me and participates in
 (Name of the supplier)

the Container transport trucks, procurement number in CVP IS: 728033, date of the procurement publication
on the CVP IS 2024-06-21 procurement by the public institution Central Project
 (name of the object of the procurement, procurement number, date of the procurement publication on the
 CVP IS)

Management Agency, is compliant with the further requirements:

☒ during the conclusion of the contract, the Supplier shall adhere to the requirement of Article 49 of the Supplier Code of Ethics prepared by the Public Procurement Office, according to which the Supplier does not engage in activities in countries conducting military aggression against Ukraine, and (or) is not a member of a group of companies which conduct or whose any member conducts engages in activities of military aggression against Ukraine; further, the Supplier does not participate in the activities of such group of companies through its director, other management or supervisory body members, or any other person(s) authorized to represent or control the Supplier, make decisions on its behalf, conclude agreements, or sign financial accounting documents on behalf of the Supplier. Additionally, the Supplier does not rely on capabilities and/or has not entered into sub-contracting agreement(s) with sub-contractor(s) who do not meet this condition;

☒ commits to adhere to the mentioned commitment during the implementation period of all contractual obligations, including warranty obligations (if any):

¹ If the offer is submitted by a group of suppliers, the declaration is signed by an authorized tenderer who jointly declares and undertakes obligations for all members of the supplier group

- ☒ ensures that all third parties involved by the supplier at the time of concluding the specified requirement agreement (subcontractors and other economic operators whose capacities the supplier relies on) comply with the agreement and undertake to ensure that all third parties already involved by the supplier, as well as those who will be involved in the future (subcontractors and other economic operators whose capacities the supplier relies on), will comply with the specified obligation throughout the entire period of implementation of contractual obligations, including any warranty obligations (if applicable).

I confirm that this data is accurate and up to date.

I understand that in case any prohibited circumstances mentioned in this declaration arise and/or it is determined that the declaration is false, it will be considered that the supplier has refused to enter a public procurement contract. If prohibited circumstances mentioned in the declaration and/or the falsity of the declaration become apparent after the conclusion of the public procurement contract, the contract will be

