

LIETUVOS ORO UOSTAI

VNO KUN PLQ

SPECIAL TERMS AND CONDITIONS (STC) OF PROCUREMENT

INSTALLATION OF SELF-SERVICE BAGGAGE DROP-OFF SYSTEM AND IT'S INTEGRATION WITH BAGGAGE HANDLING SYSTEM (BHS) AT KAUNAS AIRPORT

2025.03.27

Vilnius

1. GENERAL PROVISIONS

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| Object of the Procurement | Installation of Self-Service Baggage Drop-Off system and it's integration with Baggage Handling System (BHS) at Kaunas Airport |
| Value of the Procurement | Simplified procurement |
| Method of the Procurement | Open procedure |
| Lots of the Procurement object | Not divided into lots of the Procurement Object |
| Means of the performance of the Procurement | Via the Central Public Procurement Information System (CPP IS) |
| Tender evaluation criteria | Price or cost/quality ratio |
| Deadlines for the submission of tenders | Specified on CPP IS |
| Green procurement: | The Procurement shall be carried out in accordance with the Order No. D1-508 of 28 June 2011 of the Minister of the Environment of the Republic of Lithuania "On the Approval of the Description of the Application of Environmental Protection Criteria When Carrying Out Green Procurement" (version of the Order No. D1-401 of 12/13/2022) points No. 4.4.4.1 and 4.4.4.4. |
| Shall the requirements of socially responsible public procurement apply? | No |
| Contact person | Mark Siavris, M.Siavris@ltou.lt |
| Document to be entered into with the winner | Contract |
| Draft Contract | Attached |
| Language of the Terms and Conditions of the Procurement | Lithuanian and English |

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| Applied principle of pricing¹ | <i>Fixed price rate</i> |
| Substantiation, why the Procurement is not being carried out via the Central Procurement Organization (CPO) | The object of the Procurement cannot be purchased using the CPO services as there is no such object of the procurement in the CPO catalogue. |
| Are there applicable cybersecurity requirements in the procurement? (If applicable, see the requirements in clauses 14.9 to 14.12 of the General Terms and Conditions of the Procurement) | Yes |
| Will the right of unaccompanied access to the aerodromes located at VNO or KUN or PLQ for the persons managing the works be required for the purpose of performance of the Contract? (If so, please see Clauses 14.2 - 14.3 of the General Terms and Conditions of the Procurement) | No |

¹ In cases where the duration of the performance of works, supply of goods, or provision of services together with the expected extension of the Contract is longer than 6 months, it is mandatory to provide in the Contract a clause for revision of the Contract Price that would not be related to the changes in taxes. This obligation shall not apply where the provided method of price calculation makes such a recalculation impossible, for example in the case when a *variable price rate or cost recovery pricing* is applied.

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| Other Special Provisions | When submitting a Tender, the Supplier must declare in the European Single Procurement Document (ESPD) that he directly or indirectly participated in the preparation of the Procurement procedure (grounds for exclusion C13) provided, <u>if the Supplier took part in market consultations or market research.</u> |
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2. OBJECT OF THE PROCUREMENT

- 2.1. The object of the Procurement: Installation of Self-Service Baggage Drop-Off system and it's integration with Baggage Handling System (BHS) at Kaunas Airport (hereinafter referred to as the Goods/Services).
- 2.2. The goods offered by the Supplier (including their components and manufacturers of the goods and their parts), the services and the tools or works used during their provision may not pose a threat to national security.
- 2.3. The description of the object of the Procurement is provided for in the Technical Specification.
- 2.4. The object of the Procurement shall not be divided into the lots of the object of the Procurement. The Supplier may submit only one Tender – individually or as a member of a group of suppliers united for joint activities. If the Supplier submits more than one Tender or if a participant of a group of economic entities participates in submitting several Tenders, all such Tenders will be rejected.
- 2.5. An inspection of the object of the Procurement shall not be possible.

3. VERIFICATION OF GROUNDS FOR EXCLUSION OF SUPPLIERS, QUALIFICATIONS AND OTHER REQUIREMENTS

- 3.1. The grounds for exclusion of the Supplier and the procedure for their application are provided for in Annex 3 of the Special Terms and Conditions of the Procurement, while the qualifications and other requirements are provided for in Annex 4 of the Special Terms and Conditions of the Procurement.
- 3.2. Detailed requirements on the verification of Suppliers' qualifications are provided for in Chapter 4 of the General Terms and Conditions of the Procurement.
- 3.3. The Purchaser shall require documents confirming the compliance with the qualification requirements and the requirements of the quality management system and environmental protection management system standards (if applicable) only from the Supplier whose Initial Tender can be recognized as the Successful Tender based on the evaluation results.
- 3.4. The tender shall be accompanied only by the ESPD. Certificates confirming the absence of any of the grounds for exclusion referred to in Article 46 of the Public Procurement Law are not required. The

Purchaser may require certificates attesting the absence of grounds for exclusion from suppliers only if it has reasonable doubts as to their reliability.

4. REQUIREMENTS FOR THE SUBMISSION OF TENDERS

- 4.1. The Tender shall be submitted via the CPP IS means to the electronic tender box. The deadline for the submission of the Tender is indicated on the CPP IS and in the announcement on the Procurement, except in cases where the deadline for submission of Tenders is being postponed. In this case, information about the revised deadline for submission shall be provided on the CPP IS and in the revised announcement.
- 4.2. The Tender must be submitted in accordance with the requirements of the Terms and Conditions of the Procurement by completing the Tender Form. The following documents must be submitted together with the Tender:

| No. | Documents to be submitted along with the Tender: | Documents to be submitted by the Supplier who provided the most economically beneficial tender (at the Purchaser's request) |
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| 1. | A filled-in, signed and scanned (except in cases where it is signed with an electronic signature) Tender Form with it's annex (Price breakdown table) (Annex 2 of STC); | Confidential information (Annex 15 of the STC); |
| 2. | A filled-in European single procurement document (ESPD) of the Supplier, each member of the group of suppliers (if the Tender is being submitted by a group of suppliers) and economic entities whose capabilities the Supplier relies on (if any); | Documentation proving compliance with the qualification requirements and/or the requirements for the application of the standards of the quality management system and the environmental management system, including documentation on compliance with national security requirements; |
| 3. | A copy of the joint activity agreement if the Tender is being submitted by a group of suppliers united for joint activities; | A filled-in and signed declaration of a subsupplier/economic entity regarding the availability of resources during the validity of the Contract (Annex 12 of the STC) (if applicable) |
| 4. | If the Tender documents and/or the Tender are signed by a person authorized by the manager, the Tender must be accompanied by a valid written power of attorney or other document giving the right to sign the Tender; | A filled-in and signed declaration of proposed specialists regarding consent to be employed (Annex 13 of the STC) (if applicable) |
| 5. | The comparative table of compliance of the proposed technical and software equipment and the requirements of the Technical Specification (Annex 1 of the Technical Specification); | Extract from the Centre of Registers on the Supplier's legal person participants (shareholders) (JADIS certificate ²). |
| 6. | The documents confirming the compliance of the proposed technical and software equipment with the requirements set out in Annex 1 of the Technical Specification; | Supplier's declaration of BRS equipment manufacturer's place of registration (Annex 14 of the STC) |
| 7. | A free-form declaration from the Supplier or other equivalent evidence confirming compliance with the environmental requirements specified in Points 5.32 and 5.33 of the Technical Specification; | |
| 8. | The documents proving that the Supplier is the manufacturer of the proposed technical | |

² If the potential successful tenderer is a foreign supplier, it must provide a certificate of the supplier's beneficiaries valid in its country

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| | and software SSBD equipment, or an official distributor of the manufacturer, or an authorized representative of the distributor with the right to sell, install, and provide technical and preventive maintenance services for the proposed technical and software SSBD equipment; | |
| 9. | Documents specified in Annex 7 of the STC proving qualitative parameters of the supplier's tender; | |
| 10. | Completed and signed Supplier's declarations of compliance with national security requirements STC Annex 8 and 9. | |

- 4.3. The Tender Form must be submitted in Lithuanian or English. If the Tender is submitted in another language, a duly certified translation into Lithuanian or English must be submitted. Other documents shall be accepted in Lithuanian and/or English. If documents are submitted in another language, a translation into Lithuanian or English must be submitted.

5. SECURITY OF THE VALIDITY OF TENDERS

- 5.1. During this Procurement, it is not required to submit a security of the validity of the Tender.
- 5.2. If the Supplier, who will be invited to enter into a Contract, refuses to enter into it, he, upon the Purchaser's request shall have to pay a fine in the amount 10% of the Supplier's Tender price in EUR excluding VAT and to cover the direct losses incurred by the Purchaser, to the extent that they are not covered by the above-mentioned fine. Direct losses shall be considered to be the price difference between the price of the Tender in EUR excluding VAT of the Supplier who refused to sign the Contract and the Tender price in EUR excluding VAT of the other Supplier listed next in the list of Tenders after the Supplier who refused to enter into the Contract.

6. MISCELLANEOUS PROVISIONS

- 6.1. In case of mobilization, war, state of emergency, or if the Government of the Republic of Lithuania, after assessing the risk that the factors that led to or may lead to the declaration of mobilization, the introduction of a state of war or state of emergency, pose a threat to national security, has made a decision on the application of this provision, the Purchaser may reject the Tender provided at least one of the following conditions exists:
- 6.1.1. The Supplier, his subsupplier, economic entities whose capacities are relied on, the manufacturer of the goods offered by the Supplier (including their components, packaging) or the persons controlling them are legal entities registered in the countries or territories specified in the list provided for in Article 92 Part 15 of the Law on Public Procurement of the Republic of Lithuania;
- 6.1.2. The Supplier, his subsupplier, economic entities whose capacities are relied on, the manufacturer of the goods offered by the Supplier (including their components, packaging) or the persons controlling them are natural persons who permanently reside in the countries or territories specified in the list provided for in Article 92 Part 15 of the Law on Public Procurement of the Republic of Lithuania or have the nationalities of these states;
- 6.1.3. The origin of the goods (including their components, packaging) is, or the services are provided from the countries or territories specified in the list provided for in Article 92 Part 15 of the Law on Public Procurement of the Republic of Lithuania;
- 6.1.4. The Government of the Republic of Lithuania, following the criteria established in the Law on the Protection of Objects of Importance to Ensuring National Security of the Republic of Lithuania, has adopted a decision confirming that the entities specified in Clauses 6.1.1. and 6.1.2 or the transaction (contract) intended to be entered into (concluded) with them do not meet the interests of national security;

- 6.1.5. The Purchaser has information confirmed by the competent authorities that the activities of the entities specified in Clauses 6.1.1. and 6.1.2 and their relations pose a threat to national security.
- 6.2. The Purchaser, while checking the compliance of the Application or Tender with the requirements of Clause 6.1, may require the Supplier to submit a declaration (Annex 9 of the STC). The potential winner of the Procurement shall also submit an extract issue by SE Centre of Registers about the legal person shareholders, i. e. a JADIS certificate (if the potential winner of the Procurement is a foreign supplier, he shall submit a certificate valid in his country about the Supplier's beneficiaries). The Purchaser reserves the right not to ask the potential winner of the Procurement to submit a statement of the Supplier's beneficiaries, but in this case the Purchaser himself will check the information about the Supplier's beneficiaries with SE Centre of Registers by ordering a JADIS certificate and evaluating the information provided in it (if the potential successful winner is a foreign supplier, in a publicly available national database of that supplier's country, accessible free of charge). Documents which do not specify a period of validity must be issued or printed from the information system not earlier than 3 months before the date on which the Supplier is required by the Purchaser to submit the documents.
- 6.3. Pursuant to Article 13 of the Law on the Protection of Objects of Importance to Ensuring National Security of the Republic of Lithuania, the Purchaser will apply to the Commission for Coordination of Protection of Objects of Importance to Ensuring National Security (hereinafter referred to as the Coordination Commission) regarding the verification of the compliance of the transaction (contract) intended to be concluded with national security interests, and in the event that the Coordination Commission requires the submission of additional documents including from another Party of the intended transaction, the Supplier shall be obliged to submit them.
- 6.4. The goods (including their manufacturers), services or works offered by the Supplier must not pose a threat to national security. It is considered that the goods (including their manufacturers), services or works offered by the Supplier pose a threat to national security, when the Government of the Republic of Lithuania has adopted a decision confirming that the intended or concluded transaction (contract) does not meet the interests of national security in accordance with the Law on the Protection of Objects of Importance to Ensuring National Security of the Republic of Lithuania. During the Procurement, when the verification of the compliance with national security interests shall be carried out, the Supplier will have to provide the necessary documents for such verification.
- 6.5. The goods or services offered by the Supplier, whose Common Procurement Vocabulary (CPV) codes are specified in the list provided for in Article 92 Part 13 of the Law on Public Procurement of the Republic of Lithuania, must not pose a threat to national security. The goods or services offered by the Supplier are considered to pose a threat to national security when:
- 6.5.1. The manufacturer of the goods or the person controlling it is a natural person – such person is permanent resident or has a corresponding nationality) in the countries or territories specified in the list provided for in Article 92 Part 14 of the Law on Public Procurement of the Republic of Lithuania;
- 6.5.2. The provision of services would be carried out from countries or territories specified in the list provided for in Article 92 Part 14 of the Law on Public Procurement of the Republic of Lithuania.
- 6.6. All Suppliers along with the Tender shall submit a Declaration of Compliance in the form established by the Public Procurement Office (Annex 8 of the STC). The Supplier who submitted the most economically beneficial tender will have to submit – when the goods are being purchased – an additional supplier's declaration about the place of registration of the manufacturer (Annex 14 of the STC), since no additional declaration is to be provided for the purchased services or works. In case of doubt, the Purchaser reserves the right to request other documents from the Suppliers, e.g.: extended extract from the Register of Legal Entities with history, extract from the information system of participants of legal entities, a copy of a document confirming personal identity (identity card or passport), a copy of the document confirming permission to engage in the relevant economic activity (for example, business license, individual activity certificate, etc.), a certificate of declared residence or relevant documents from a member state or a third country. Documents that do not specify their expiration date must be issued or printed from the information system no earlier than 3 months before the date on which the Supplier must submit the documents at the Purchaser's request.

- 6.7. If the manufacturer of goods or the provider of services or the person controlling it is an enterprise important for ensuring national security, a state enterprise, a municipal enterprise, as well as a state-owned company and their subsidiaries listed in the Law on the Protection of Objects of Importance to Ensuring National Security of the Republic of Lithuania, these entities shall not be subject to Article 50 Part 9 of the Law on Procurement by Contracting Authorities Operating in the Water, Energy, Transport or Postal Services Sectors of the Republic of Lithuania.
- 6.8. By signing the Contract, the winner of the Procurement confirms that he agrees with these rules applicable to Data Processors.

7. CONTRACT PRICE

- 7.1. The price of the Contract entered into with the Successful supplier shall be equal to the amount equal to Tender price EUR excluding VAT of the Successful supplier.

8. SECURITY OF THE PERFORMANCE OF THE CONTRACT

- 8.1. For improper performance and/or non-fulfilment of the obligations provided for in the Contract, the Contract provides for methods of securing the performance of the Contract, such as late interest and fines and/or a security the performance of the Contract, the conditions of which are described in the Special Terms and Conditions of the Contract

9. ANNEXES

- Annex 1 – Technical Specification with annex.
- Annex 4 – Tender form with annex.
- Annex 3 – Grounds for exclusion and their application.
- Annex 4 – Requirements for suppliers.
- Annex 5 – European Single Procurement Document.
- Annex 6 – Draft Contract (parts STC and GTC).
- Annex 7 – Methodology for evaluation the cost-effectiveness of the tenders.
- Annex 8 – Declaration of compliance with national security requirements VPT.
- Annex 9 – Declaration regarding compliance with national security requirements.
- Annex 10 – List of delivered goods (installed systems).
- Annex 11 – List of proposed specialists.
- Annex 12 – Declaration consent to be subcontractor, entity whose capacity is relied upon.
- Annex 13 – Declaration consent to be employed.
- Annex 14 – Declaration on the manufacturer's place of registration.
- Annex 15 – Manufacturer declaration.