

O-PARDAVIMO SUTARTIS NR. __

202 m. d.
Vilnius**SPECIALIOSIOS SĄLYGOS**

UAB „LTG Link“, juridinio asmens kodas 305052228, atstovaujama, Generalinės direktorės Kristinos Meidės, veikiančios pagal bendrovės įstatus (toliau – **Užsakovas**), ir **ŠKODA PARS a.s.**, juridinio asmens kodas 25860038, atstovaujama Valdybos pirmininko Ing. Tomáš Ignačák ir valdybos nario Ing. Aleš Měrka, pagal Bendrovės įstatus (toliau – **Paslaugų teikėjas**), toliau kartu vadinami „**Šalimis**“, o kiekviena atskirai – „**Šalimi**“, sudarė šią paslaugų pirkimo–pardavimo sutartį ir susitarė dėl toliau išvardintų sąlygų:

1. SUTARTIES DALYKAS

1.1. Sutarties dalykas **Elektrinių traukinių EJ575 palaikančiųjų vežimėlių ER-3 ir KR imties remontų** paslaugų (toliau – **Paslaugos**) pirkimas–pardavimas.

Pirkimo objektas skaidomas į 2 (dvi) pirkimo objekto dalis (toliau – p.o.d.):

II pirkimo objekto dalis – Elektrinių traukinių EJ575 palaikančiųjų vežimėlių kapitalinis KR remontas

1.2. Paslaugų pavadinimai, apimtys, kiekiai, įkainiai, techninės savybės bei reikalavimai Paslaugų teikimui nurodyti Sutarties Bendrosiose sąlygose (toliau – **Sutarties BS**), Sutarties Specialiosiose sąlygose (toliau – **Sutarties SS**) ir kituose Sutarties prieduose, įskaitant techninę specifikaciją (toliau – **TS**), kuri yra Sutarties Priedas Nr. 2, toliau visi nurodyti dokumentai kartu vadinami **Sutartimi**.

2. KAINODARA IR APMOKĖJIMO SĄLYGOS**2 p.o.d.**

2.1. Sutarties kaina (pradinės sutarties vertė¹) 4 560 000,00 Eur (keturi milijonai penki šimtai šešiasdešimt tūkstančių eurų, 00 ct);

2.1.1. Paslaugoms taikomas „atvirkštinis apmokestinimo mechanizmas“ (reverse charge) pagal 2006 m. lapkričio 28 d. Tarybos direktyvą 2006/112/EB 44 str. dėl pridėtinės vertės mokesčio bendros sistemos.

2.1.3. Papildomam įsigijimui skirta suma: ne daugiau kaip 10 % nuo Sutarties kainos be PVM (papildomas įsigijimas taikomas kiekvienai p.o.d. atskirai), kuri įskaičiuota į Sutarties kainą be PVM.

2.2. Sutarties kaina nekinta visą Sutarties galiojimo laikotarpį, išskyrus, jei Sutarties kaina keičiama vadovaujantis Lietuvos Respublikos pirkimų, atliekamų vandentvarkos, energetikos, transporto ar (ir) pašto paslaugų srities perkančiųjų subjektų, įstatymo 97 str. nustatyta tvarka ir sąlygomis arba ji keičiama Sutartyje aiškiai ir tiksliai numatyta tvarka (jei taikoma peržiūra arba įkainiai mažinami Šalių susitarimu).

2.3. Paslaugų kaina ar įkainiai (vienas ar daugiau įkainių) gali būti peržiūrimi Sutartyje aiškiai ir tiksliai numatyta tvarka arba gali būti mažinami rašytiniu Šalių susitarimu dėl rinkos kainų pasikeitimo ar kitų objektyvių priežasčių (pvz. dėl Paslaugų teikėjo šiuo metu taikomų nuolaidų ir pan.), nekeičiant kitų Sutarties sąlygų ir apimties. Šalis, siekianti sumažinti kainą ir (ar) įkainį(-ius), privalo raštu kreiptis į kitą Šalį, kuriai pritarus, pasirašomas susitarimas prie Sutarties. Mažinant kainą ir (ar) įkainį(-ius), negali būti keičiamos kitos Sutarties sąlygos, išskyrus Sutartyje numatytus Sutarties keitimo atvejus ar, jei keitimas atliekamas vadovaujantis teisės aktų nuostatomis.

2.4. Paslaugų apimtis išreikšta maksimalia Paslaugų įsigijimui skirta lėšų suma (Sutarties SS 2.1 punktas). Sutartyje (jos prieduose) nurodyti preliminarūs Paslaugų kiekiai skirti tik pasiūlymų vertinimo tikslais, kurie gali keistis pagal Užsakovo poreikį (kiekvienoje eilutėje nurodyti kiekiai gali didėti arba mažėti), neviršijant Sutarties kainos.

¹ Pradinės Sutarties vertė apskaičiuojama pagal pasirinktą kainos apskaičiavimo būdą Viešųjų pirkimų direktoriaus 2017 m. birželio 28 d. įsakymu Nr. 1S-95 patvirtintoje Kainodaros taisyklių nustatymo metodikoje (aktuali redakcija) (toliau – **Metodika**) nustatyta tvarka.

2.5. Vadovaujantis Metodika, Sutartyje nustatomas Sutarties kainos apskaičiavimo būdas: **Fiksuoto įkainio su papildomu įsigijimu iki 10 procentų kainodara**: Fiksuoti Paslaugų įkainiai nurodyti Sutarties SS Priede Nr. 1, kurie negali būti keičiami Sutarties galiojimo laikotarpiu, išskyrus jei Sutartyje aiškiai bei tiksliai numatyta įkainių peržiūros procedūra. Paslaugos perkamos pagal Užsakovo poreikį ir Užsakovas neįsipareigoja išpirkti visų Paslaugų ar jų minimalaus kiekio, jei TS nenurodyta kitaip. Į Sutarties įkainius įskaičiuoti visi mokesčiai bei visos kitos Paslaugų teikėjo patirtos ir (ar) galimos patirti tiesioginės ir netiesioginės išlaidos ir mokesčiai, susiję su Sutarties tinkamu įvykdymu, įskaitant, bet neapsiribojant, maito mokesčius. Jeigu tiekiamos prekės ir maito mokesčius už prekes sumoka Užsakovas, tai Paslaugų teikėjas privalo atlyginti visą sumokėtą sumą Užsakovui ne vėliau kaip per 10 (dešimt) kalendorinių dienų nuo pareikalavimo, Paslaugų teikėjui laiku nesumokėjus, Paslaugų teikėjas moka Užsakovui 0,05 (penkios šimtosios) procento dydžio delspinigius nuo vėluojamos sumokėti sumos be PVM.

2.6. Sutartyje taikoma įkainių peržiūros procedūra:

2.6.1. Pirmasis įkainių be PVM perskaičiavimas gali būti atliekamas įsigaliojus Sutarčiai pagal vienos iš Sutarties Šalių rašytinį prašymą, tačiau ne anksčiau kaip po 6 (šešių) mėnesių nuo Pirkime nustatytos pasiūlymų/galutinių pasiūlymų pateikimo dienos (2024-08-13). Įkainių perskaičiavimo periodiškumas – ne dažniau kaip kas 6 (šešis) mėnesius po paskutinio Sutarties įkainių perskaičiavimo (Paskutiniu sutarties įkainių perskaičiavimu laikomas paskutinio susitarimo dėl Sutarties įkainių peržiūros (toliau – susitarimas) įsigaliojimo diena).

2.6.2. Įkainiai peržiūrimi tik tai Sutarties daliai, kuri nėra išpirkta, t. y. Prekėms / Paslaugoms, kurios nėra priimtos aktu ir apmokėtos. Vėlesnis įkainių perskaičiavimas negali apimti laikotarpio, už kurį jau buvo atliktas perskaičiavimas.

2.6.3. Jeigu Prekių tiekimas / Paslaugų teikimas vėluoja dėl Tiekėjo / Paslaugų teikėjo kaltės, uždelstų Prekių / Paslaugų įkainiai nėra perskaičiuojami dėl kainų lygio kilimo (negali būti didinami), tačiau yra perskaičiuojami dėl kainų lygio kritimo (gali būti mažinami) toliau nustatyta tvarka ir sąlygomis.

2.6.4. Po to, kai Šalys sudaro susitarimą, perskaičiuoti įkainiai be PVM taikomi Prekėms / Paslaugoms, kurios nebuvo faktiškai priimtos pagal aktą ir apmokėtos iki Šalies prašymo kitai Šaliai peržiūrėti įkainius gavimo dienos.

2.6.5. Atlikdamos perskaičiavimą Šalys vadovaujasi Valstybės duomenų agentūros (Lietuvos statistikos departamento) viešai Oficialiosios statistikos portale paskelbtais Rodiklių duomenų bazės duomenimis pagal toliau nurodytus kriterijus, iš kitos Šalies nereikalaujamos pateikti oficialaus Valstybės duomenų agentūros ar kitos institucijos išduoto dokumento ar patvirtinimo.

2.6.6. Sutarties įkainiai be PVM perskaičiuojami procedūroje nurodytu periodiškumu pagal Valstybės duomenų agentūros kas mėnesį skelbiamą Vartotojų kainų indeksą: „Vartojimo prekės paslaugos“ (toliau – Indeksas) (galima peržiūrėti čia <https://osp.stat.gov.lt/statistiniu-rodikliu-analize#/>), jeigu yra viena iš sąlygų:

2.6.6.1. pokyčio koeficientas (K) yra intervale (imtinai) tarp 0,95 – 1,05 ($0,95 \leq K \leq 1,05$) ir Sutarties įkainiai šios Sutarties nustatyta tvarka jau buvo perskaičiuoti anksčiau (t.y. jau buvo atliktas Sutarties įkainių perskaičiavimas), tada iki prašymo peržiūrėti Sutarties įkainius gavimo dienos faktiškai nepateiktų Prekių / nesuteiktų Paslaugų įkainiai be PVM yra perskaičiuojami į Tiekėjo/Paslaugų teikėjo pasiūlyme pateiktus šių Prekių/Paslaugų įkainius be PVM. Pokyčio koeficientas (K) apskaičiuojamas toliau nurodyta tvarka.

arba

2.6.6.2. pokyčio koeficientas (K) yra didesnis nei 1,05 ($K > 1,05$) arba mažesnis nei 0,95 ($K < 0,95$), tokiu atveju peržiūra vykdoma toliau nurodyta tvarka;

2.6.7. Indekso pokyčio koeficientas (K) apskaičiuojamas:

Sutarties Šalys patvirtina, jog prisiima 0,05 kainų Indekso pokyčio koeficiento padidėjimo ir (ar) sumažėjimo riziką. Sutarties įkainių peržiūros metu Indekso pokyčio koeficientui (K) išeinant iš intervalo 0,95 – 1,05 (imtinai) ribų skaičiuojant patikslintą Indekso pokyčio koeficientą (KD; KM) yra atimama (jei Indekso pokyčio koeficientas yra didesnis nei 1,05 (Indekso pokyčio koeficientas ($K > 1,05$)) arba priddedama (jei Indekso pokyčio koeficientas yra mažesnis nei 0,95 (Indekso pokyčio koeficientas ($K < 0,95$))) 0,05 jo dalis, kaip Sutarties šalių prisiimta rizika.

Jeigu, atlikus skaičiavimus toliau procedūroje nurodyta tvarka, ($K > 1,05$) arba ($K < 0,95$), tai yra perskaičiuojami faktiškai nepriimtų ir neapmokėtų prekių / paslaugų įkainiai be PVM, kurie dauginami iš patikslinto Indekso pokyčio koeficiento (KD; KM).

Peržiūra vykdoma pagal formules:

$$K = (IPb / IPr)$$

Kur:

K – Indekso pokyčio koeficientas, kuris nurodomas ir taikomas 4 (keturių) skaičių po kablelio tikslumu;

IPr – Indekso reikšmė skelbta laikotarpio pradžioje, t. y. pasiūlymų/galutinių pasiūlymų teikimo termino pabaigos mėnesį nurodytas arba paskutinis prieš tai skelbtas ir taikomas (pvz. jei indeksas skelbiamas tik kas ketvirtį) Indeksas (taikoma visais perskaičiavimo atvejais, perskaičiuojant pirmą ir sekančius kartus);

IPb – Indekso reikšmė skelbta laikotarpio pabaigoje, t. y. Sutarties šalies rašytinio prašymo (kai įgyta tokia teisė pagal procedūros nuostatas), peržiūrėti Sutarties įkainius, gavimo dieną paskelbtas arba paskutinis prieš tai skelbtas ir taikomas (pvz. jei indeksas skelbiamas tik kas ketvirtį) Indeksas.

Jei K yra didesnis nei 1,05, tuomet yra atimama 0,05 jo dalis ir apskaičiuojamas patikslintas Indekso pokyčio koeficientas KD:

$$KD = K - 0,05$$

Jei K yra mažesnis nei 0,95, tuomet yra pridama 0,05 jo dalis ir apskaičiuojamas patikslintas Indekso pokyčio koeficientas KM:

$$KM = K + 0,05$$

Kur:

KD; KM – patikslinto Indekso pokyčio koeficientai.

2.6.8. Dėl perskaičiuotų Sutarties įkainių be PVM Šalys sudaro rašytinį susitarimą. Susitarime dėl turi būti nurodyta: Indekso reikšmė laikotarpio pradžioje ir jo nustatymo data, Indekso reikšmė laikotarpio pabaigoje ir jo nustatymo data, Indekso pokyčio koeficientas (K), patikslintas Indekso pokyčio koeficientas (KD, KM), perskaičiuoti fiksuoti įkainiai, perskaičiuota Sutarties kaina be PVM (pradinė sutarties vertė, jei ji keičiama) bei kita perskaičiavimui reikšminga informacija.

2.6.9. Šalis, siekianti įkainių peržiūros, privalo raštu kreiptis į kitą Šalį ir prašyme pateikti visą reikalingą informaciją: Sutarties pavadinimą, numerį, datą, neperduotų ir neapmokėtų prekių / paslaugų sąrašą su kiekiais, Indekso reikšmes su nuorodomis į viešus šaltinius Valstybės duomenų agentūros Oficialiosios statistikos portale, kita svarbi informacija (ir Pirkėjo / Užsakovo prašoma informacija, dokumentacija). Prašyme Šalis neturi teisės nurodyti kito Indekso ar prašyti perskaičiavimo pagal kitą Indeksą, nei nurodytas šioje procedūroje.

2.6.10. Susitarimas turi būti sudarytas per 15 (penkiolika) darbo dienų nuo Šalies pateikto tinkamo prašymo perskaičiuoti įkainius gavimo dienos.

2.6.11. Susitarimu Šalys neturi teisės keisti procedūroje nurodytos tvarkos ar kitų Sutarties nuostatų, išskyrus jei keitimas atliekamas pagal Lietuvos Respublikos viešųjų pirkimų įstatymo / Lietuvos Respublikos pirkimų, atliekamų vandentvarkos, energetikos, transporto ar pašto paslaugų srities perkančiųjų subjektų, įstatymo nuostatas.

2.6.12. Siekiant teisinio aiškumo, Šalys patvirtina, kad Sutarties įkainių peržiūra procedūroje nustatyta tvarka, laikoma ne Sutarties keitimu, o jos vykdymu Sutartyje nustatyta tvarka, išskyrus jei susitarimu keičiama procedūros tvarka..

2.7. Užsakovas turi teisę įsigyti Sutartyje nenumatytas, tačiau su Sutarties dalyku susijusias paslaugas (toliau – **nenumatytos paslaugos**), kurių bendra vertė per visą Sutarties galiojimo laikotarpį yra iki 10 procentų nuo Sutarties kainos be PVM. Ši suma įskaičiuota į Sutarties kainą ir Paslaugų, įskaitant nenumatytas paslaugas, bendra vertė negali viršyti Sutarties kainos.

Už nenumatytas paslaugas bus apmokėta ne didesnėmis nei Užsakymo dieną Paslaugų teikėjo prekybos vietoje, kataloge ar interneto svetainėje nurodytomis galiojančiomis šių paslaugų kainomis arba, jei tokios kainos neskelbiamos, Paslaugų teikėjo pasiūlytomis, konkurencingomis ir rinką atitinkančiomis kainomis. Paslaugų teikėjas neturi teisės teikti nenumatytų paslaugų be rašytinio Užsakovo sutikimo. Gavęs Paslaugų teikėjo pateiktas nenumatytų paslaugų kainas (komercinį pasiūlymą), Užsakovas atlieka rinkos kainų tyrimą

(apklausą telefonu ir (ar) raštu ir (ar) paiešką elektroninėje erdvėje ar kt.), tokiu būdu įvertindamas, ar Paslaugų teikėjo pateiktos nenumatytų paslaugų kainos atitinka rinką. Nustačius, kad Paslaugų teikėjo pasiūlytos nenumatytų paslaugų kainos yra didesnės nei rinkos, Užsakovas prašo Paslaugų teikėjo jas sumažinti. Tik objektyviai įvertinus ir turint pagrindžiančius dokumentus, kad Paslaugų teikėjo pateiktos nenumatytų paslaugų kainos atitinka rinkos kainas, jos gali būti įsigyjamos gavus Užsakovo raštišką (el. paštu) sutikimą.

Nenumatytų paslaugų kokybei, perdavimui, Paslaugų teikėjo atsakomybei taikomos visos Sutarties nuostatos. Jeigu kokybės reikalavimai nei Sutartyje, nei teisės aktuose nenumatyti, tai kokybė turi atitikti protingą ir ne žemesnę už vidutinę kokybę, objektyviai atsižvelgiant į nenumatytų paslaugų pobūdį, specifiškumą ir naudojimo sritį, prieš tai raštu (el. paštu) suderinus nenumatytų paslaugų kokybės reikalavimus su Užsakovu.

Pagal Sutartį įsigyjamų Paslaugų ir nenumatytų paslaugų bendra kaina Sutarties galiojimo laikotarpiu negalės viršyti Sutarties kainos.

2.8. Apmokėjimo sąlygos:

2.8.1. Įvykdžius užsakymą, mokama už konkretų užsakytą kiekį (apimtį) pagal nustatytus įkainius per 45 (keturiasdešimt penkias) kalendorines dienas nuo Sąskaitos gavimo dienos, tačiau jei Sutartis susijusi su Europos Sąjungos fondų ar valstybės biudžeto lėšomis finansavimu, apmokėjimo terminas gali būti pratęstas iki 60 (šešiasdešimt) kalendorinių dienų.

3. PASLAUGŲ TEIKIMAS, PERDAVIMAS IR PRIĖMIMAS

3.1. Paslaugų užsakymas ir teikimas vykdomas Sutartyje, įskaitant TS, nustatytais sąlygomis.

3.2. Paslaugų teikimo vieta, detalus Paslaugų užsakymų pateikimo ir Paslaugų teikimo aprašymas, terminai nurodyti TS.

4. PASLAUGŲ KOKYBĖ IR GARANTIJA

4.1. Paslaugų perdavimo – priėmimo metu, garantinio termino galiojimo metu ir (ar) Sutarties galiojimo laikotarpiu Užsakovo, ekspertizės ar Paslaugų teikėjo nustatyti Paslaugų trūkumai šalinami TS nustatyta tvarka ir terminais.

4.2. Kokybės garantijos galiojimo terminai nustatyti TS. Jei TS nenustatytas kokybės garantijos terminas, tai Paslaugų teikėjas savo sąskaita šalina visus Paslaugų trūkumus (pvz., su klaidomis, ne pagal suderintą formą/turinį, neatitinkančius Sutarties reikalavimų) visą Sutarties galiojimo laikotarpį TS nurodytais terminais.

4.3. Jei šiame Pirkime ekonomiškai naudingiausias pasiūlymas buvo vertinamas pagal kainos ir kokybės santykio kriterijus, tai Paslaugų teikėjas įsipareigoja užtikrinti jo pasiūlyme nurodytų rodiklių (pagal ekonomiškai naudingiausio pasiūlymo kriterijus) laikymąsi ir visišką įgyvendinimą visą Sutarties galiojimo laikotarpį. Nustačius neatitikimą, trūkumai šalinami Paslaugų teikėjo sąskaitą per Sutarties SS 4.1. punkte nustatytą terminą.

5. ŠALIŲ ATSAKOMYBĖ

5.1. Jeigu Paslaugų teikėjas vėluoja suteikti Paslaugas / įvykdyti užsakymą ar jų etapą (*jei taikoma*), ar ištaisyti jų trūkumus (įskaitant ir vėlavimus po Sutarties pabaigos), Užsakovas nuo kitos dienos Paslaugų teikėjui skaičiuoja 0,05 (penkios šimtosios) procento dydžio delspinigius už kiekvieną uždelstą kalendorinę dieną nuo laiku nesuteiktų Paslaugų / užsakymo kainos be PVM.

5.2. Jei Užsakovas, gavęs tinkamai pateiktą ir užpildytą Sąskaitą, uždelsia atsiskaityti už tinkamai Paslaugų teikėjo suteiktas ir perduotas kokybiškas Paslaugas per Sutartyje nurodytą terminą, Paslaugų teikėjas nuo kitos dienos skaičiuoja Užsakovui 0,05 (penkios šimtosios) procento dydžio delspinigius nuo neapmokėtos sumos be PVM už kiekvieną vėlavimo kalendorinę dieną.

5.3. Jei Paslaugų teikėjas nevykdo kitų Sutartyje nustatytų prievolių (bent vienos), kurioms Sutartyje nenustatytas konkretus terminas, Užsakovas raštu (el. paštu ar per Šalių sutartą informacinę sistemą) kreipiasi į Paslaugų teikėją ir nustato protingą terminą šiems sutartiniams įsipareigojimams įvykdyti, įsipareigojimų vykdymo trūkumams pašalinti. Jei Paslaugų teikėjas vėluoja per nurodytą terminą tinkamai atlikti sutartinius įsipareigojimus ir (ar) pašalinti sutartinių įsipareigojimų vykdymo trūkumus, jis moka 0,05 (penkios šimtosios) procento dydžio delspinigius, skaičiuojamus nuo užsakymo vertės be PVM, už kiekvieną kalendorinę vėlavimo dieną.

5.4. Nustatoma Šalies maksimali mokėtinų netesybų, nustatytų Sutarties SS 5 skyriuje, riba – 20 (dvidešimt) procentų nuo Sutarties kainos be PVM. Nurodyta suma neapima nuostolių atlyginimo ir trečiųjų šalių pritaikytų sankcijų vertės. (*Jei sutartis sudaryta dėl kelių pirkimo objekto dalių, tokiu atveju 20 procentų dydis skaičiuojamas tik iki konkrečios pirkimo objekto dalies sumos be PVM, o ne bendros visos Sutarties kainos be PVM*).

5.5. Šalies privalomos mokėti netesybos (jei jos nėra įskaitomos) ir (ar) priskaičiuoti nuostoliai turi būti sumokėti kitai Šaliai per 45 (keturiasdešimt penkias) kalendorines dienas nuo reikalavimo gavimo dienos.

6. SUTARTIES ĮVYKDYMO UŽTIKRINIMAS

6.1. Sutarties įvykdymas užtikrinamas (toliau – **užtikrinimas**) šiais būdais:

6.1.1. Sutartyje nustatytais netesybomis – bauda ir delspinigiais, kurių dydis nurodytas Sutartyje.

6.1.2. pirmo pareikalavimo, Užsakovo naudai išduota banko garantija (toliau – **banko garantija**). Nustatoma, kad Sutarties įvykdymo užtikrinimo dydis, kuris nesikeičia visą Sutarties galiojimo laikotarpį – 3 (trys) procentai nuo Sutarties kainos be PVM.

6.2. Užsakovui teikiamas banko garantijos originalas, kuris turi būti pasirašytas jį išdavusio subjekto kvalifikuotu elektroniniu parašu, atitinkančiu Lietuvos Respublikos viešųjų pirkimų įstatymo 22 straipsnio 11 dalies 2 ir 3 punktuose, Lietuvos Respublikos pirkimų, atliekamų vandentvarkos, energetikos, transporto ir pašto paslaugų srities perkančiųjų subjektų įstatymo 34 straipsnio 11 dalies 2 ir 3 punktuose (arba juos pakeisiančiuose) nustatytus reikalavimus. Kartu pateikiama apmokėjimą patvirtinančio dokumento, įrodančio, kad įmoka už išduotą banko garantiją yra sumokėta, kopija.

6.3. Banko garantija turi būti neatšaukiama(-s) ir besąlyginė(-is).

6.4. Išduotai banko garantijai turi būti taikoma Lietuvos Respublikos teisė ir Tarptautinių prekybos rūmų patvirtintos taisyklės – „The ICC Uniform rules for demand guarantees“ (Leidinio Nr. 758).

6.5. Jei teikiama banko garantija, tai ji turi būti išduota Lietuvos Respublikoje ar kitoje Europos Sąjungos valstybėje narėje ar Europos Ekonominės Erdvės (EEE) valstybėje registruoto banko, kuriam yra suteiktas ne žemesnis, nei Sutarties SS 6.7. papunktyje nurodytas tarptautinės reitingų agentūros patvirtintas investicinio lygio reitingas. Jeigu teikiama Lietuvos Respublikoje ar kitoje Europos Sąjungos valstybėje narėje ar Europos Ekonominės Erdvės (EEE) valstybėje neregistruoto tarptautinio banko garantija, toks tarptautinis bankas turi turėti ne žemesnį, nei nurodytą Sutarties SS 6.7. papunktyje tarptautinės reitingų agentūros patvirtintą investicinio lygio reitingą. Nurodytą reitingą turi atitikti pats bankas, kuris išdavė garantiją. Jeigu dėl šalies rizikos specifikos tarptautinės reitingų agentūros tiekėjo šalies institucijoms nesuteikia tarptautinio kredito reitingo, tačiau suteikia nacionalinį kredito reitingą (angl. national scale credit rating), tiekėjas gali pateikti garantiją iš kredito institucijos, turinčios ne žemesnį nei A klasės nacionalinį kredito reitingą pagal „Standart & Poor’s“, „Moody’s“ ar „Fitch Ratings“ agentūras.

6.6. Bankas, išduodantis garantiją, atitinkamo dokumento išdavimo dieną turi turėti ne žemesnį nei nurodytą bent vienos iš šių tarptautinių reitingų agentūrų patvirtintą ilgalaikio investicinio lygio reitingą: „Fitch Ratings“ ar „Standart & Poor’s“ „BBB“ arba „Moody’s“ suteiktas „Baa2“ arba A.M. Best suteiktas „BBB+“.

6.7. Užsakovui pareikalavus, Paslaugų teikėjas privalo pateikti atitinkamą dokumentą, įrodantį, kad banko garantiją išdavęs bankas, turi atitinkamus Sutartyje nurodytus reitingus garantijos pateikimo dienai.

6.8. Į banko garantiją, Paslaugų teikėjo ir banko garantijos, išdavusio subjekto sutartį (susitarimą) dėl banko garantijos, išdavimo turi būti įtrauktos nuostatos:

- kad šalių ginčai sprendžiami Lietuvos Respublikos teisės aktų nustatyta tvarka, Lietuvos Respublikos teismuose;

6.9. Banko garantijos turiniui keliami privalomi minimalūs reikalavimai:

- banko garantiją, išduodantis subjektas privalo neatšaukiamai ir besąlygiškai įsipareigoti ne vėliau kaip per 15 (penkiolika) kalendorinių dienų nuo raštiško pranešimo iš Užsakovo gavimo apie Sutarties neįvykdymą, netinkamą vykdymą ar Sutarties nutraukimą, sumokėti Užsakovui sumą, neviršijančią banko garantijoje, nurodytos sumos, pinigų pervedant į Užsakovo nurodytą sąskaitą. Draudžiama kelti bet kokias papildomas sąlygas dėl išmokėjimo;

- banko garantijoje, negali būti nurodyta, kad banko garantiją, išduodantis subjektas atsako tik už tiesioginių nuostolių atlyginimą;

- banko garantiją, išduodantis subjektas neturi teisės reikalauti, kad Užsakovas pagrįstų savo reikalavimą. Užsakovas pranešime banko garantiją, išduodančiam subjektui nurodys, kad užtikrinimo suma jam priklauso dėl to, kad Paslaugų teikėjas netinkamai vykdo Sutartį, sukėlė nuostolius, iš dalies ar visiškai neįvykdė Sutarties sąlygų, Sutartis nutraukiama (nutraukta) ir (arba) atsirado kita Sutartyje nurodyta aplinkybė, o banko garantiją, išduodantis subjektas privalo, gavęs tokį pranešimą, išmokėti banko garantijoje, nurodytą sumą, nekeldamas jokių papildomų sąlygų.

6.10. Užsakovas gali pasinaudoti užtikrinimu, esant bet kuriai iš žemiau nurodytų aplinkybių:

- Paslaugų teikėjas nevykdo arba netinkamai vykdo savo įsipareigojimus pagal Sutartį;
- Paslaugų teikėjas, per Sutartyje nurodytą terminą, o jei tokio nėra – per Užsakovo nustatytą laikotarpį, neįvykdo Užsakovo nurodymo ištaisyti Paslaugų trūkumus ar vykdyti kitą Sutartyje Paslaugų teikėjui nustatytą prievolę;

- Paslaugų teikėjui iškeliami bankroto byla arba jis yra likviduojamas, arba sustabdo ūkinę veiklą;
- Sutartis nutraukiama dėl Paslaugų teikėjo kaltės;
- jei dėl bet kokių kitos Paslaugų teikėjo, įskaitant jo pasitelktus subteikėjus, specialistus ar ūkio subjektus, veiksmų (veikimo ar neveikimo) Užsakovas patyrė nuostolių (įskaitant, bet neapsiribojant papildomų išlaidų, negautų pajamų ar kitų tiesioginių ir netiesioginių nuostolių, netesybų).

6.11. Užtikrinimą patvirtinantys dokumentai Užsakovui turi būti teikiami tik elektroniniu būdu, kitokiu būdu jie gali būti pateikti tik tokiu atveju, jei bankas, draudimo bendrovė ar kredito unija neišduoda kvalifikuotu elektroniniu parašu pasirašytų dokumentų ir tai patys patvirtina raštu.

6.12. Užtikrinimas turi atitikti visus Sutarties reikalavimus visą Sutarties galiojimo laikotarpį, jis negali būti keičiamas Paslaugų teikėjo ar (ir) jį išdavusio subjekto be rašytinio Užsakovo sutikimo. Užtikrinimo galiojimo terminas privalo būti ne trumpesnis nei Paslaugų teikėjo visų sutartinių įsipareigojimų, įskaitant, bet neapsiribojant, netesybų mokėjimo, pabaiga. Jei Sutarties galiojimo laikotarpiu užtikrinimas pasibaigia ar nustoja galioti dėl kitų priežasčių ar pratęsimas Sutarties galiojimo terminas, dėl ko turi būti pratęstas užtikrinimo galiojimas, Paslaugų teikėjas privalo pratęsti ar pateikti naują užtikrinimą, atitinkantį visus Sutarties reikalavimus, iki esamo užtikrinimo galiojimo pabaigos, bet ne vėliau kaip per (2) darbo dienas po užtikrinimo galiojimo pabaigos. Paslaugų teikėjui nesilaikant bent vieno iš šiame punkte nurodytų reikalavimų, Užsakovas įgyja teisę nutraukti Sutartį dėl Paslaugų teikėjo kaltės, o Paslaugų teikėjui kyla pareiga sumokėti Užsakovui 2 (dviejų) procentų baudą, skaičiuojamą nuo Sutarties kainos be PVM ir atlyginti visus nuostolius, kiek jų nepadengia bauda.

6.13. Paslaugų teikėjas įsipareigoja ne vėliau kaip per 10 (dešimt) kalendorinių dienų nuo fakto paaiškėjimo ar nuo Užsakovo pareikalavimo dienos pateikti banko garantiją atitinkančius Sutartyje nustatytus reikalavimus, jei Sutarties vykdymo metu paaiškėtų, kad banko garantiją, išdavęs subjektas nebeatitinka Sutartyje keliamų reikalavimų. Paslaugų teikėjui pažeidus šį punktą, Užsakovas įgyja teisę nutraukti Sutartį dėl Paslaugų teikėjo kaltės, o Paslaugų teikėjui kyla pareiga sumokėti Užsakovui 2 (dviejų) procentų baudą, skaičiuojamą nuo Sutarties kainos be PVM ir atlyginti visus nuostolius, kiek jų nepadengia bauda.

6.14. Užtikrinimas, neatitinkantis Sutartyje nustatytų reikalavimų, nepriimamas.

6.15. Paslaugų teikėjas privalo pateikti Užsakovui užtikrinimą, atitinkantį visus Sutarties reikalavimus, **ne vėliau kaip per 10 (dešimt) darbo dienų** po to, kai Sutartį pasirašo abi Šalys. Jei Paslaugų teikėjas pateikia užtikrinimą su trūkumais, visi Užsakovo raštu nurodyti trūkumai turi būti pašalinti Paslaugų teikėjo jėgomis ir sąskaita bei Užsakovui turi būti pateiktas visus Sutarties reikalavimus atitinkantis Sutarties įvykdymo užtikrinimas **ne vėliau kaip per 10 (dešimt) darbo dienų** nuo trūkumų nurodymo. Jeigu Paslaugų teikėjas Sutartyje nurodytais terminais ir sąlygomis nepateikia nustatyto dydžio užtikrinimo (arba neįvykdo kitų Sutartyje nustatytų jos įsigaliojimo sąlygų, jei tokios taikomos), tai Užsakovas siūlo sudaryti Sutartį paslaugų teikėjui, kurio pasiūlymas pagal nustatytą pasiūlymų eilę yra pirmas po Paslaugų teikėjo, nepateikusio Sutarties užtikrinimo (ar neįvykdžiusio kitų Sutarties įsigaliojimo sąlygų) ir kuris (pasiūlymas ir Paslaugų teikėjas) atitinka visus Pirkimo reikalavimus. Sutartis, sudaryta su Paslaugų teikėju, nepateikusiu užtikrinimo, laikoma negaliojančia nuo jos sudarymo momento, pats Paslaugų teikėjas laikomas pažeidusiu Pirkimo sąlygas, dėl ko Užsakovas įgyja teisę pasinaudoti pasiūlymo galiojimo užtikrinimu patirtų išlaidų ir nuostolių kompensavimui, įskaitant kainų skirtumą tarp Paslaugų teikėjo ir kito paslaugų teikėjo, su kuriuo bus pasirašyta Sutartis, pasiūlymų.

6.16. Pateikus visus Sutarties sąlygas atitinkantį užtikrinimą, Paslaugų teikėjui per 10 (dešimt) dienų bus gražintas pasiūlymo galiojimo užtikrinimas (jei taikoma).

6.17. Užtikrinimas Paslaugų teikėjui gražinamas per 30 (trisdešimt) kalendorinių dienų po Paslaugų teikėjo pilno sutartinių įsipareigojimų įvykdymo ir Paslaugų teikėjo rašytinio pareikalavimo.

6.18. Sutarties įvykdymo užtikrinimas yra skirtas visų Paslaugų teikėjo sutartinių įsipareigojimų įvykdymo užtikrinimui, įskaitant, bet neapsiribojant, netesybų mokėjimui užtikrinti. Jei Sutartis yra nutraukiama dėl bet kokios priežasties, Sutarties įvykdymo užtikrinimas gali būti panaudotas bet kokiai iš Paslaugų teikėjo Užsakovui priklausančiai pinigų sumai susigrąžinti, atlyginti. Sutarties įvykdymo užtikrinamu Užsakovas gali pasinaudoti, nepriklausomai nuo Sutarties nutraukimo.

6.19. Kiti, nei nurodyti šios Sutarties aukščiau nurodyti užtikrinimo būdai nepriimami.

7. SUTARTIES GALIOJIMAS

7.1. Sutartis laikoma sudaryta ją pasirašius įgaliotiems Šalių atstovams ir įsigalioja tą pačią dieną, kai Paslaugų teikėjas pateikia Sutarties įvykdymo užtikrinimą, atitinkantį visus Sutarties reikalavimus, ir kitus Sutarties įsigaliojimui būtinus dokumentus, jei jų reikalaujama pagal Sutarties sąlygas.

7.2. Sutartis galioja iki visiško prievolių įvykdymo, bet ne ilgiau kaip 24 (dvidešimt keturis) mėnesius. Maksimalus Paslaugų teikimo terminas, įskaitant Paslaugų užsakymų terminus, kuris įskaičiuotas į Sutarties galiojimo trukmę, yra 22 (dvidešimt du) mėnesiai, kuris skaičiuojamas nuo Sutarties įsigaliojimo dienos. Maksimalus Paslaugų teikimo ir Sutarties galiojimo terminai negali būti viršyti, išskyrus atvejus, kai terminai pratęsimi Sutartyje nustatyta tvarka ar laikotarpiu, kai Paslaugų teikėjas vėluoja suteikti Paslaugas ir jam skaičiuojamos netesybos iki Paslaugų perdavimo ir apmokėjimo.

8. INTELEKTINĖ NUOSAVYBĖ

8.1. Visos intelektinės nuosavybės teisės, įskaitant pramonines ir autorines teises, į rezultatą, sukurtą teikiant Paslaugas po Sutarties sudarymo ir Sutarties vykdymo metu bei su jais susijusius duomenis, kodus, dokumentus, priklauso Paslaugų teikėjui ar kitai Paslaugų teikėjo pasitelktai trečiajai šaliai (jei pasitelkiama). Tačiau su Paslaugomis susijusios ir į jas įtrauktos apimančios intelektinės nuosavybės teisės, kurios yra būtinos norint naudotis Paslaugoms, yra laikomos perduotomis Užsakovui neišimtinu pagrindu Šalims pasirašius Paslaugų perdavimo ir priėmimo aktą (ir kiekvieną laikinąjį aktą, jei taikoma). Atlyginimas Paslaugų teikėjui už nuosavybės teisių į intelektinės nuosavybės objektus, susijusius su Paslaugomis ir įtrauktos jas bei reikalingus Užsakovui, kad galėtų naudotis Paslaugomis, perleidimą yra įskaičiuojamas į Sutarties kainą.

8.2. Tačiau Paslaugų teikėjas garantuoja, kad Užsakovas ir visa LTG grupė galės naudotis tokiais pirmiau nurodytomis intelektinės nuosavybės teisėmis neišimtinu pagrindu, kad galėtų naudotis Paslaugomis neribotą laiką, be apribojimų dėl teritorijos ir nemokamai, be atskiro Paslaugų teikėjo ar bet kurios trečiosios šalies sutikimo.

8.3. Paslaugų teikėjas įsipareigoja atlyginti Užsakovui žalą, atsiradusią dėl bet kokių pretenzijų, kylančių dėl intelektinės nuosavybės teisių, susijusių su Paslaugomis ir įtrauktų į Paslaugas, įskaitant, bet neapsiribojant, (registruoto ar neregistruoto) patento, prekių ženklo, pramoninio dizaino savininko (naudotojo) teisę, teises, kylančias iš paraiškų įregistruoti bet kurią iš pirmiau nurodytų teisių, autorių teises, duomenų bazių kūrėjų (sui generis) teises, firmos, įmonės, organizacijos, prekybinių pavadinimų ar prekių ženklų savininkų teisę ir kitas panašias teises arba įsipareigojimus, nepriklausomai nuo to, ar jie yra įregistruoti Lietuvoje ar kitose šalyse, ar neregistruoti, kaip numatyta Sutartyje, išskyrus atvejus, kai toks pažeidimas padaromas dėl Užsakovo kaltės.

8.4. Paslaugų teikėjas neturi teisės naudoti Užsakovo ar AB „Lietuvos geležinkeliai“ įmonių grupės simbolių, pavadinimo ir ženklo, Užsakovo sukurtų intelektinių rezultatų reklamos ir rinkodaros tikslais be rašytino Užsakovo sutikimo. Tačiau Paslaugų teikėjas turi teisę paminėti šią Sutartį informacijos tikslais. Pažeidus šį reikalavimą, Paslaugų teikėjui skiriama bauda, lygi 1 (vienam) procentui nuo Sutarties kainos be PVM.

9. KITOS NUOSTATOS

9.1 Paslaugų teikėjas nėra laikomas asocijuotu su Užsakovu pagal galiojančius Lietuvos Respublikos teisės aktus (Pridėtinės vertės mokesčio įstatymą, Pelno mokesčio įstatymą, Gyventojų pajamų mokesčio įstatymą).

9.2. Paslaugų teikėjas yra registruotas PVM mokėtoju Čekijos Respublikoje.

9.3. Sutartis sudaryta lietuvių kalba ir anglų 2 (dviem) egzemplioriais, turinčiais vienodą teisinę galią, po vieną kiekvienai Šaliai. Paaiškėjus Sutarties nuostatų neatitikimams anglų ir lietuvių kalbos variantuose, pirmenybė teikiama nuostatomis lietuvių kalba. Sutartis gali būti pasirašyta kvalifikuotais elektroniniais parašais.

9.4. Pasikeitus bet kuriam iš toliau nurodytų asmenų, Šalis privalo apie tai raštu pranešti kitai Šaliai ir nurodyti naujo paskirto asmens duomenis, atskiras susitarimas nepasirašomas, o pranešimas dėl asmens keitimo laikomas neatsiejama Sutarties dalimi.

UŽSAKOVAS	PASLAUGŲ TEIKĖJAS
Sutarties savininkas: UAB „LTG Link“	ŠKODA PARS a.s.
Už Sutarties vykdymą atsakingas: [redacted]	Už Sutarties vykdymą atsakingas: [redacted]

Paslaugų teikėjas Sutarties vykdymo metu privalo laikytis visų Pirkimo dokumentų, įskaitant Sutarties ir jos priedų, reikalavimų ir užtikrinti visų kriterijų, įskaitant žaliuosius, kokybės, nacionalinio saugumo, tinkamą ir nuolatinį įgyvendinimą.

Pirkimo ir Sutarties vykdymo metu taikomi nacionalinio saugumo kriterijai:

- Sankcijos: tiekėjui, jo siūlomam pirkimo objektui, taip pat tiekėjo pasitelktiems asmenims netaikomos Lietuvos Respublikoje įgyvendinamos tarptautinės sankcijos, kaip tai apibrėžta Lietuvos Respublikos ekonominių ir kitų tarptautinių sankcijų įgyvendinimo įstatyme ir kituose tarptautiniuose, Europos Sąjungos ir Lietuvos Respublikos teisės aktuose;
- PĮ 58 str. 4¹ d. (reikalavimo formuluotę žr. įstatyme).

9.5. Sutarties SS priedai:

Priedas Nr. 1 – Paslaugų teikėjo pasiūlymas (pridedama Paslaugų teikėjo Pirkimo metu teikta pasiūlymo forma, visas pasiūlymas su priedais saugomas CVP IS);

Priedas Nr. 2 – Techninė specifikacija;

Priedas Nr. 3 – Sutarties BS;

Priedas Nr.4 – Sutarties įvykdymo užtikrinimas, pridedamas po Sutarties pasirašymo (originalas saugomas CVP IS);

10. ŠALIŲ ADRESAI IR REKVIZITAI

Užsakovas

UAB „LTG Link“

Įmonės kodas 305052228

PVM kodas LT100012462811

Geležinkelio g. 16, LT-02100 Vilnius

[Redacted address line]

Tel. (8 5) 269 3265

El. p. info@ltglink.lt

Generalinė direktorė
Kristina Meidė

Paslaugų teikėjas

ŠKODA PARS a.s.

Įmonės kodas 25860038

PVM kodas CZ25860038

[Redacted address line]

[Redacted address line]

[Redacted address line]

[Redacted address line]

Valdybos pirmininkas Ing. Tomáš Ignačák
Valdybos narys Ing. Aleš Merka

THE TENDER

FOR ER-3 REPAIR AND OVERHAUL KR REPAIR OF ELECTRIC TRAINS EJ575 RUNNING BOGIES

25.07.2024

(date)

1. INFORMATION ON THE SUPPLIER

Company name(s) of the supplier or members of a group of suppliers	ŠKODA PARS a.s.
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The supplier must complete all the tables indicated in the tender and, if requested, indicate in the appropriate column of the table the documents (title, page, item) or publicly available sources of information (reference to a specific source of information with a precise explanation). The Supplier is not required to submit the documents indicated in the tables with the Tender. The documents that the potential winner will have to submit according to the Offer Form are specified in the Procurement Documents.

2. INFORMATION ON SUB-SUPPLIERS TO BE USED¹

2.1. Sub-suppliers, who are known at the time of submitting a tender (proposal), to be engaged for the execution of the Contract, and/or part of contractual obligations for subcontracting (it is mandatory to indicate), if at the time of submitting a tender (proposal) sub-suppliers are not known – column 6 has to be completed (part of contractual obligations, as a percentage, for assigning to a Sub-supplier or a portion of the tender price):

No.	Name of sub-supplier, legal entity code	Sub-supplier's country of registration ²	Name(s) / Name(s), surname(s) of the person(s) controlling the sub-supplier ³ . In the absence of a controlling person, the justification shall be provided here.	Country(ies) of registration/country(s) of permanent residence and citizenship(s) of controlling person(s)	Percentage or amount of contractual obligations transferred to the subcontractor from the tender price
1	2	3	4	5	7
1.					
2.					

Where the educational and professional qualifications as set out in Article 51(7)(7) of the PPL, or professional experience, are required, the Supplier may only rely on the capacities of other economic entities where these entities themselves will perform the services or works for which these capacities are

¹ To fill in, if Sub-suppliers are used.

² If the sub-supplier is a natural person, indicate 1) place of permanent place of residence and 2) citizenship(s).

³ See footnotes 1 and 2.

required. This provision shall apply without prejudice to the requirement set pursuant to Article 49(7) of the PPL / Article 62(7) of the PL. Such economic entities shall be included also as subcontractors and a part of obligations to be subcontracted to them must be indicated (point 2.1).

We submit Subcontractor Declarations with the Tender.

3. QUALITATIVE PARAMETERS OF THE TENDER

Applies to all parts of the procurement object

The proposed object of the procurement complies with the requirements specified in the procurement documents and its characteristics are as follows:

Lot I of the object of procurement - ER-3 repair of electric trains EJ575 running bogies

No.	Quality criterion in accordance with the procedure for the evaluation of Tenders set out in the procurement documents	Criterion value proposed by the supplier (in months) (to be filled by the supplier)
1	2	3
1.	The warranty period (B) is provided for the services	24 months

*

Lot II of the object of procurement - Overhaul KR repair of electric trains EJ575 running bogies

No.	Quality criterion in accordance with the procedure for the evaluation of Tenders set out in the procurement documents	Criterion value proposed by the supplier (in months) (to be filled by the supplier)
1	2	3
1.	The warranty period (B) is provided for the services	24 months

*

4. TENDER PRICE

The components of the procurement object are priced in the tender's Annex No. 1, which must be submitted in Excel format.

⁴ The tender price in EUR excluding VAT shall be used for the assessment of tenders. The price of the tender in EUR excluding VAT must include all costs of the supplier, all taxes, except for VAT, payable according to the valid laws of the Republic of Lithuania, including the costs of submitting invoices through the "E-Invoice" system.

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Lot II of the object of procurement - **Overhaul KR repair of electric trains EJ575 running bogies**

Tender price EUR (excl. VAT)⁶	1 839 915,00 €	<i>(insert amount in figures)</i>
VAT* <i>(insert percentage)</i>		<i>(insert amount in figures)</i>
Tender price EUR, incl. VAT⁷	1 839 915,00 €	<i>(insert amount in figures)</i>

* if the "VAT" field is not completed, please indicate the reasons for VAT non-payment⁸: **Place of performance in accordance with section 9 subsection 1 of Act No.: 235/2004 Sb.**

5. OTHER INFORMATION

Pursuant to the requirements of Clause 68 of the GPD, we will not provide these documents confirming the absence of exclusion grounds and/or conformity with the qualification requirements, quality assurance standards and/or environmental management standards (Annex No. I to the SP establishes whether or not these requirements exist). They can be accessed by LTG**:

No.	Title and number of procurement	Title of document
1.		
2.		
3.		
4.		
5.		

** To be filled in if LTG already has relevant documents from other Procurement procedures.

⁵ The Tender price with VAT must include all taxes and all costs of the supplier in accordance with the requirements of the procurement documents.

⁶ The tender price in EUR excluding VAT shall be used for the assessment of tenders. The price of the tender in EUR excluding VAT must include all costs of the supplier, all taxes, except for VAT, payable according to the valid laws of the Republic of Lithuania, including the costs of submitting invoices through the "E-Invoice" system.

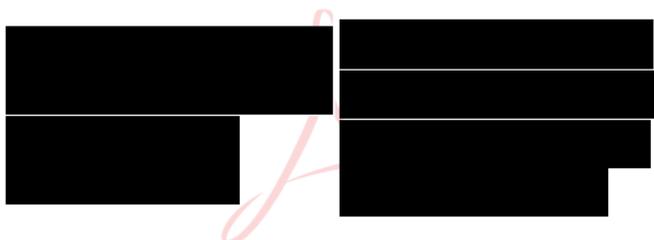
⁷ The Tender price with VAT must include all taxes and all costs of the supplier in accordance with the requirements of the procurement documents.

⁸ In cases where the supplier does not have to pay VAT according to the current legislation, the supplier must indicate the reasons for not paying VAT, in accordance with Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax, or Article 95 of the Law on Value Added Tax, or in other cases indicated by the supplier. In such a case, the line VAT shall not be filled in, or it shall be written "non-VAT payer" or "not applicable".

- 1) By signing this Tender, I confirm the authenticity of all documents accompanying the Tender.
- 2) I confirm that we have carefully read all the requirements of the Procurement Documents, our Tender is fully compliant with them and we undertake to comply with them in the execution of the Contract. I agree to accept all the terms and conditions set out in the procurement documents.
- 3) The tender is valid for the period specified in the procurement documents.
- 4) I hereby confirm that I have a sufficient level of expertise, resources and reliability to ensure the security of personal data processing (where, in performing the contract, the processing of data concerning natural persons will be carried out, which is regulated by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC).
- 5) By participating in this Procurement I do not restrict competition, I know and understand that LTG, after the evaluation of information contained in the tender (proposal), reserves the right to contact the Supplier, members of the group of Suppliers, Sub-suppliers and to request to provide additional explanations, information or evidence concerning the absence of prohibited agreements concluded by suppliers. I know and understand that in case of misleading information provided by me the liability may be applied in accordance with the procedure laid down in the legislation, and the supplier who has concluded agreements with other suppliers, which are aimed at restricting, are restricting or may restrict competition in the Procurement and LTG has sufficiently plausible indications to conclude so, may be excluded from the Procurement procedure on the ground referred to in Article 46(4)(1) of the Law on Public Procurement of the Republic of Lithuania.
- 6) I understand that if the information provided by me is false, including data on controlling persons, I shall be liable in accordance with the procedure established by law.

6. ANNEXES

Annex No. 1 – Tender Price.

A redacted signature consisting of several black rectangular blocks of varying sizes, with a faint red ink signature visible behind them.

Ing. Tomáš Ignačák, MBA, Chairman of the Board

A redacted signature consisting of several black rectangular blocks of varying sizes, with a faint red ink signature visible behind them.

Ing. Aleš Měrka, Member of the Board

Proposal Form Annex No. 1. Proposal price and information about the proposed services

Serial No.	SAP No. [3]	Name of services	Drawing (Catalog) No. or equivalent	Preliminary quantity[4]	Unit of measurement	To be completed by the supplier		Price EUR, excluding VAT	Country from which the service will be provided
						Delivery deadline in calendar days	Price of 1 unit of measurement, EUR excluding VAT (Product		



Part 2 of the procurement object (hereinafter – p.p.o.)									
1	5000009083	Overhaul repair of EJ575 running bogies KR (every 1,000,000 km) with wheel reshaping and full inspection	Types 9-846.0 (-1, -2)	10	page	60	180 860,00	1 808 600,00	Czech Republic
2	5000009891	Replacement of the axle box housing with a new one	458.9.846.12.07.0	1	pct.	60	15 665,00	15 665,00	Czech Republic
3	5000009891	Replacement of the inner spring with a new one	458.9.834.12.04.0	1	pct.	60	370,00	370,00	Czech Republic
4	5000009891	Replacement of the middle spring with a new one	458.9.834.12.02.0	1	pct.	60	560,00	560,00	Czech Republic
5	5000009891	Replacement of the outer spring with a new one	458.9.834.12.05.0	1	pct.	60	1 190,00	1 190,00	Czech Republic
6	5000009891	Replacement of the shock absorber R110Y.405-018 with a new one	R110Y.405-018	1	pct.	60	820,00	820,00	Czech Republic
7	5000009891	Replacement of the shock absorber H8Y.190.45.40/C with a new one	H8Y.190.45.40/C	1	pct.	60	410,00	410,00	Czech Republic
8	5000009891	Replacement of the shock absorber P80X.160.16.10 with a new one	P80X.160.16.10	1	pct.	60	410,00	410,00	Czech Republic
9	5000009891	Replacement of the brake cylinder DAKO BS10P14 with a new one	BS10P14	1	pct.	60	4 830,00	4 830,00	Czech Republic
10	5000009891	Replacement of the brake cylinder DAKO BD10J14 with a new one	BD10J14	1	pct.	60	2 380,00	2 380,00	Czech Republic
11	5000009891	Replacement of the DAKO FE1.4 speed sensor with a new one	FE1.4	1	pct.	60	2 480,00	2 480,00	Czech Republic
12	5000009891	Replacement of the defrost valve DAKO N8 with a new one	N8	1	pct.	60	2 190,00	2 190,00	Czech Republic
Proposal price in EUR without VAT [1]								1 839 915,00	
VAT (to be completed if applicable)									
Proposal price in EUR with VAT [2]									

[1] The proposal price in EUR excluding VAT will be used for proposal evaluation. The proposal price in EUR without VAT must include all costs of the supplier, all taxes, except for VAT, payable according to the valid laws of the Republic of Lithuania, including the costs of submitting invoices through the "E. sąskaita" system.

[2] The "Proposal price including VAT" must include all taxes and all costs incurred by the supplier in accordance with the requirements of the procurement documents.

[3] The information in the column is indicated at the time of conclusion of the contract

[4] The buyer does not undertake to redeem the services for the entire value of the Contract or any part thereof. Services will be procured as needed. The supplier will be paid for the services actually provided.

Ing. Tomáš Ignačák, MBA, Chairman of the Board

Ing. Aleš Měrka, Member of the Board

TECHNINĖ SPECIFIKACIJA

I DALIS. PIRKIMO OBJEKTO APRAŠYMAS

1. SĄVOKOS

Užsakovas – UAB „LTG Link“.

Paslaugų teikėjas – ūkio subjektas – fizinis asmuo, privatusis juridinis asmuo, viešasis juridinis asmuo, kitos organizacijos ir jų padaliniai ar tokių asmenų grupė, su kuriuo Užsakovas sudaro Sutartį.

Paslaugos – Elektrinių traukinių EJ575 palaikančiųjų vežimėlių ER-3 ir KR imties remontai

Sutartis – Sutartis, sudaroma tarp Paslaugų teikėjo ir Užsakovo dėl Pirkimo objekto.

2. PIRKIMO OBJEKTAS

2.1. Elektrinių traukinių EJ575 palaikančiųjų vežimėlių einamasis ER-3 ir kapitalinis KR remontas (toliau – **Pirkimo objektas**).

2.2. Pirkimo objektas skaidomas į 2 (dvi) pirkimo objekto dalis (toliau - p.o.d.):

1 pirkimo objekto dalis – Elektrinių traukinių EJ575 palaikančiųjų vežimėlių einamasis ER-3 remontas;

2 pirkimo objekto dalis - Elektrinių traukinių EJ575 palaikančiųjų vežimėlių kapitalinis KR remontas.

2.3. Pirkėjas siekia įsigyti Prekes, kurių techniniai reikalavimai aprašyti šioje Techninėje specifikacijoje, Sutartyje ir kituose pirkimo dokumentuose nustatytais sąlygomis ir parametrais.

3. REIKALAVIMAI PIRKIMO OBJEKTUI

Eil. Nr.	Prekės, įrenginio, įrangos savybės, parametrų arba funkcijų išpildymas	Reikalaujamo parametro arba vykdomos funkcijos reikšmės išpildymas
1 pirkimo objekto dalis – Elektrinių traukinių EJ575 palaikančiųjų vežimėlių einamasis ER-3 remontas		
1.1.	Paslaugų techniniai reikalavimai	Remontas turi atitikti lentelės Eil. Nr.1.10-1.13 punktuose nurodytus techninius reikalavimus.
1.2.	Paslaugų kiekis	Nurodyti lentelėje (Priedas_Nr._1_Pasiūlymo kaina.)
1.3.	Paslaugų darbų apibūdinimas	Elektrinio traukinio EJ575 palaikančiųjų vežimėlių komplektuojančios įrangos (aširačių, ašidėžių mazgų, stabdžių cilindų bei diskų ir t.t) remontas atliekamas vadovaujantis elektrinių traukinių EJ575 ir komplektuojančios įrangos gamintojų atitinkamomis techninės priežiūros ir remonto instrukcijomis.
1.4.	Reikalavimas tvirtinimo, sandarinimo ir gumos elementams	Atliekant Paslaugas visos tvirtinimo, sandarinimo, gumos detalės, suspausto oro vamzdinių žarnos, elektros laidų apsauginės gofros ir jų sujungimai, sailentbloakai keičiami naujais.
1.5.	Reikalavimai suremontuotų aširačių balansavimui	Po remonto su elementų pakeitimų aširačiams turi būti atliktas dinaminis balansavimas, didžiausias leistinas aširačio disbalansas: ne didesnis kaip 75 gm.
1.6.	Suremontuotos įrangos išbandymas	Suremontuota įranga išbandoma vadovaujantis lentelės Eil. Nr.1.10-1.13 punktuose nurodytais techniniais reikalavimais ir pateikiant bandymo protokolus.
1.7.	Kontrolinis žymėjimas ir įspaudavimas	Elektrinio traukinio EJ575 palaikantys vežimėliai, jų aširačiai bei kita įranga turi būti atitinkamai įspauduoti/pažymėti kontroliniais bei remonto įspaudais ir žymėjimais pagal gamyklos gamintojos ir norminės dokumentacijos reikalavimus. Įspaudai ir žymėjimai turi būti aiškiai matomi ir įskaitomi bei leidžiantis identifikuoti paslaugą atlikusią įmonę ir nustatyti remonto atlikimo datą.
1.8.	Dažymas	Elektrinio traukinio EJ575 palaikančiųjų vežimėlių ir jų įrangos dažomi paviršiai turi būti nudažyti nustatyta spalva (pagrindinė spalva RAL 7011).
1.9.	Paruošimas transportavimui ir saugojimui	Elektrinių traukinių EJ575 palaikantys vežimėliai (ir jų elementai) transportavimui bei saugojimui turi būti parengti pagal atitinkamus reikalavimus. Jų suleidimo paviršiai, vamzdinių ir flanšinių pajungimai turi būti apsaugoti nuo išorinio poveikio (uždengti technologiniais kamščiais, dangčiais ir t.t.).

Pirkimo objektui keliami teisės aktų, standartų ir Užsakovo vidaus teisės aktuose keliami reikalavimai		
1.10.	Industrinė konstrukcija ir atitikimas industriniams standartams.	Elektrinių traukinių EJ575 eksploatavimo instrukcija.
1.11.		Elektrinio traukinio EJ575 palaikančiųjų aširačių Ø920 techninės priežiūros instrukcija Nr.22-180.
1.12.		Elektrinių traukinių EJ575 stabdymo įtaisų DAKO priežiūros vadovas ZB 1278.
1.13.		1520mm pločio vėžės traukos riedmenų aširačių formavimo, remonto ir techninės priežiūros instrukcija T/108.
2 pirkimo objekto dalis - Elektrinių traukinių EJ575 palaikančiųjų vežimėlių kapitalinis KR remontas		
2.1.	Paslaugų techniniai reikalavimai	Remontas turi atitikti lentelės Eil. Nr.2.11-2.14 punktuose nurodytus techninius reikalavimus.
2.2.	Paslaugų kiekis	Nurodyti lentelėje (Priedas Nr. 1 Pasiūlymo kaina.)
2.3.	Paslaugų darbų apibūdinimas	Elektrinio traukinio EJ575 palaikančiųjų vežimėlių komplektuojančios įrangos (aširačių, ašidėžių mazgų, stabdžių cilindų bei diskų ir t.t) remontas atliekamas vadovaujantis elektrinių traukinių EJ575 ir komplektuojančios įrangos gamintojų atitinkamomis techninės priežiūros ir remonto instrukcijomis
2.4.	Keičiami naujais elementai	Atliekant vežimėlių aširačių KR remontą visi jų guoliai, aširačių ratai ir stabdžių diskai pakeičiami naujais.
2.5.	Reikalavimas tvirtinimo, sandarinimo ir gumos elementams	Atliekant Paslaugas visos tvirtinimo, sandarinimo, guminės detalės, suspausto oro vamzdynų žarnos, elektros laidų apsauginės gofros ir jų sujungimai, sailentbloakai keičiami naujais.
2.6.	Reikalavimai suremontuotų aširačių balansavimui	Po remonto su elementų pakeitimų aširačiams turi būti atliktas dinaminis balansavimas, didžiausias leistinas aširačio disbalansas: ne didesnis kaip 75 gm.
2.7.	Suremontuotos įrangos išbandymas	Suremontuota įranga išbandoma vadovaujantis lentelės Eil. Nr.2.11-2.14 punktuose nurodytais techniniais reikalavimais ir pateikiant bandymo protokolus.
2.8.	Kontrolinis žymėjimas ir įspaudavimas	Elektrinio traukinio EJ575 palaikantys vežimėliai, jų aširačiai bei kita įranga turi būti atitinkamai įspauduoti/pažymėti kontroliniais bei remonto įspaudais ir žymėjimais pagal gamyklos gamintojos ir norminės dokumentacijos reikalavimus. Įspaudai ir žymėjimai turi būti aiškiai matomi ir įskaitomi bei leidžiantis identifikuoti paslaugą atlikusią įmonę ir nustatyti remonto atlikimo datą.
2.9.	Dažymas	Elektrinio traukinio EJ575 palaikančiųjų vežimėlių ir jų įrangos dažomi paviršiai turi būti nudažyti nustatyta spalva (pagrindinė spalva RAL 7011).
2.10.	Paruošimas transportavimui ir saugojimui	Elektrinių traukinių EJ575 palaikantys vežimėliai (ir jų elementai) transportavimui bei saugojimui turi būti parengti pagal atitinkamus reikalavimus. Jų suleidimo paviršiai, vamzdynų ir flanšiniai pajungimai turi būti apsaugoti nuo išorinio poveikio (uždengti technologiniais kamščiais, dangčiais ir t.t.).
Pirkimo objektui keliami teisės aktų, standartų ir Užsakovo vidaus teisės aktuose keliami reikalavimai		
2.11.	Industrinė konstrukcija ir atitikimas industriniams standartams.	Elektrinių traukinių EJ575 eksploatavimo instrukcija.
2.12.		Elektrinio traukinio EJ575 palaikančiųjų aširačių Ø920 techninės priežiūros instrukcija Nr.22-180.
2.13.		Elektrinių traukinių EJ575 stabdymo įtaisų DAKO priežiūros vadovas ZB 1278.
2.14.		1520mm pločio vėžės traukos riedmenų aširačių formavimo, remonto ir techninės priežiūros instrukcija T/108.
2.15.	Pirkimo objektui taikomas žalioji kriterijus	Perkama paslauga nėra produktų sąrašė, bet perkamai paslaugai ar darbui tiekėjas taiko aplinkos apsaugos vadybos sistemos reikalavimus pagal standartą LST EN ISO 14001 „Aplinkos vadybos sistemos. Reikalavimai ir naudojimo gairės“ (toliau – LST EN ISO 14001) arba Europos Sąjungos aplinkosaugos vadybos ir audito

		<p>sistemą (toliau – EMAS) ar kitus aplinkos apsaugos vadybos standartus, pagrįstus atitinkamais Europos arba tarptautinių standartizacijos organizacijų priimtais standartais, ar kitais tiekėjo pateiktais lygiaverčiais įrodymais (lygiaverčiai įrodymai gali būti priimami atliekant supaprastintus pirkimus ar Viešųjų pirkimų įstatymo ir Pirkimų, atliekamų vandentvarkos, energetikos, transporto ar pašto paslaugų srityse perkančiųjų subjektų, įstatymo prieduose nurodytų socialinių ir kitų specialiųjų paslaugų pirkimus, o kitų pirkimų atvejais lygiaverčiai įrodymai priimami tik jeigu tiekėjas dėl nuo jo nepriklausančių objektyvių priežasčių negali pateikti sertifikatų per nustatytą laiką)</p>
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Pastaba:

3.1. PIRKIMO OBJEKTO APRAŠYMAS

- 3.1.1. Paslaugų atlikimui turi būti naudojamos naujos originalios arba lygiavertės detalės, kurių savybės (techniniai parametrai, eksploataavimo laikas ir kokybė) turi atitikti Eil. Nr.1.10-1.13 ir 2.11-2.14 punktuose nurodytus techninius reikalavimus. Visos guminės detalės turi būti pagamintos ne anksčiau kaip prieš 12 mėn.
- 3.1.2. Atliekant vežimėlių aširačių patikras be elementų keitimo ašidėžių guoliams atliekama išsamioji (gamyklinė) patikra.
- 3.1.3. Paslaugų atlikimo metu negali būti atliekami jokie remontuojamų objektų modernizavimai be suderinimo su Užsakovu.
- 3.1.4. Paslaugų atlikimui naudojant lygiavertes detales ir mazgus Paslaugos teikėjas tai privalo suderinti su Užsakovu bei pateikti tai įrodančius dokumentus ir elektrinių traukinių EJ575 arba įrangos gamyklos-gamintojos raštišką patvirtinimą, kad siūlomos lygiavertės prekės atitinka gamybos techninius reikalavimus ir tinka jų remontui.
- 3.1.5. Paslaugų metu nustatomų papildomų darbų ar dalių kainą Paslaugos teikėjas privalo suderinti su Užsakovu pateikiant papildomų darbų ar dalių kalkuliaciją-pasiūlymą.
- 3.1.6. Dėl papildomų remonto paslaugų atlikimo tikslingumo pagal Paslaugos teikėjo pateiktas įrangos būklės nustatymo išvadas sprendimą priima Užsakovas.
- 3.1.7. Elektrinių traukinių EJ575 palaikančių vežimėlių paruošimą transportavimui, transportavimą į ir iš remonto bazės (įpakavimas, krovimas, tvirtinimas ir t.t) Užsakovo adresu Pramonės g. 78, Vilnius, Paslaugos teikėjas organizuoja ir vykdo savo jėgomis ir lėšomis.
- 3.1.8. Elektrinio traukinio EJ575 palaikančių vežimėlių remonto Paslaugas gali atlikti jų gamintojas arba šių įrenginių remontui gamintojo atitinkamai sertifikuotos (atestuotos, licencijuotos ar įgaliotos) įmonės arba šiems darbams ir analogiškos įrangos remontui atitinkamai sertifikuotos (atestuotos, licencijuotos) įmonės.
- 3.1.9. Suteiktoms Paslaugoms Paslaugos teikėjas turi suteikti tiekėjo pasiūlyme nurodytą garantinį terminą už kurį skiriami ekonominio naudingumo balai, tačiau terminas negali būti trumpesnis nei 24 mėnesiai skaičiuojant nuo suremontuotų vežimėlių priėmimo – perdavimo akto pasirašymo dienos.
- 3.1.10. Suremontuotų vežimėlių atskiriems mazgams suteikiamas garantinis terminas ne trumpesnis kaip:
 - aširačių elementų sujungimo stiprumui – iki perpresavimo, aširačio elementų keitimo arba poslinkio išbandymo, bet ne mažiau kaip 24 mėnesiai;
 - ašims – ne mažiau kaip 24 mėnesiai;
 - ašių postebulinėms dalims – iki aširačio elementų pakeitimo;
 - aširačių naujiems ratams dėl medžiagos kokybės – visam gyvavimo laikui iki nusidėvėjimo.
- 3.1.11. Paslaugų teikėjas privalo išsaugoti paslaugos metu pakeistas papildomas dalis iki paslaugų perdavimo Užsakovui. Užsakovui pareikalavus, Paslaugų teikėjas privalo jam perduoti papildomas pakeistas detales;
- 3.1.12. Dėl papildomų remonto paslaugų atlikimo tikslingumo pagal Paslaugų teikėjo pateiktas įrangos būklės nustatymo išvadas sprendimą priima Užsakovas;

3.1.13. Paslaugų teikėjas turi sudaryti sąlygas savo gamybinėje bazėje tikrinti atliekamų remonto paslaugų kokybę Užsakovo atstovams.

4. SUTARTIES VYKDYMO METU TEIKIAMAI DOKUMENTAI

Eil. Nr.	Pavadinimas	Reikalavimai turiniui ir formai	Teikimo momentas
1.	Paslaugų priėmimo – perdavimo aktas	Teikiamas popierine ar elektronine forma	Atlikus kiekvieną Paslaugą
2.	Defektavimo aktai nurodant paslaugų atlikimui reikalingų darbų, detalių ir medžiagų kiekius bei jų kainas	Teikiamas popierine ar elektronine forma	Teikiama su kiekviena Paslauga
3.	Atliktų Paslaugų teikėjo išduoti protokolai (sertifikatai, deklaracijos arba techniniai pasai su atžymomis apie atliktus remonto darbus)	Teikiamas popierine ar elektronine forma.	Atlikus kiekvieną Paslaugą
4.	Atliktų matavimų ir bandymų protokolai (pažymos, aktai)	Teikiamas popierine ar elektronine forma.	Atlikus kiekvieną Paslaugą
5.	Dokumentų kalba	Lietuvių arba anglų. Jei dokumento originalas yra kita kalba, turi būti pateikiamas originalus dokumentas bei šio dokumento vertimas į lietuvių arba anglų kalbą	

II DALIS. PRIEVOLIŲ VYKDYMAS

1. PRIEVOLIŲ VYKDYMO VIETA(-OS)

- Paslaugų teikėjo buveinėje.
- Pramonės g. 78 Vilnius

2. PRIEVOLIŲ VYKDYMO TVARKA IR TERMINAI

2.1. Užsakymai:

2.1.1. Užsakymų vykdymo terminai

Paslaugos turi būti suteikiamos per Paslaugų teikėjo pasiūlyme „Priedas_Nr._1_Pasiūlymo kaina“ nurodytą terminą, skaičiuojamą nuo Paslaugų teikėjo patvirtinimo (el. paštu) apie gautą Užsakovo užsakymą dienos, kuris negali būti ilgesnis nei 60 (šešiasdešimt) kalendorinių dienų.

2.1.2. Užsakymų teikimo tvarka

- El. paštu

2.1.3. Užsakymų vykdymo tvarka

Užsakymo gavimą ir vykdymo pradžią Paslaugų teikėjas turi patvirtinti (el. paštu) ne vėliau kaip per 5 (penkias) kalendorines dienas nuo Užsakovo užsakymo išsiuntimo (el. paštu) Paslaugų teikėjui dienos.

Paslaugų teikėjas turės vežimėlius pakrauti ir iškrauti, išvežti remontui ir pristatyti suremontuotus Techninės specifikacijos II dalies 1 punkte nurodytu adresu Užsakovo darbo laiku (I-IV 8:00 – 17:00 val., V 8:00 – 15:45 val.).

Paslaugų teikėjas neturi teisės Sutarties vykdymo metu naudoti dalių ir (ar) teikti paslaugų, kurios neatitinka Pirkimo dokumentų reikalavimus ir (ar) kurių teikimas yra apribotas dėl tarptautinių sankcijų (kaip jos suprantamos LR tarptautinių sankcijų įstatyme) ir (ar) dėl jų grėsmės nacionaliniam saugumui, kaip tai apibrėžta Pirkimo dokumentuose ir LR pirkimų, atliekamų vandentvarkos, energetikos, transporto ir pašto paslaugų srities perkančiųjų subjektų, įstatyme.

Paslaugos teikėjas, atlikęs defektaciją ir nustatęs keičiamų dalių apimtį, privalo raštu (el. paštu) informuoti Užsakovą apie Paslaugų atlikimo metu naudojamas dalis (kiekis, pavadinimas, brėžinio/katalogo nr.), jų kilmės šalį ir gamintoją (jo pavadinimas, j.a. kodas, registracijos šalis). Šios informacijos pateikimas įskaičiuotas į užsakymo vykdymo terminą.

Paslaugos teikėjas teikia paslaugas, kurioms reikalingos atsarginės dalys tik gavus Užsakovo raštišką patvirtinimą apie planuojamų remonto metu panaudoti atsarginių dalių tinkamumą.

2.1.4. Minimalus užsakymo dydis / kiekis (apimtis):

Minimalus užsakomų remontuoti vežimėlių kiekis – 2 vnt.

2.2. Priėmimo - perdavimo akto pasirašymo tvarka

Paslaugų priėmimo – perdavimo aktas pasirašomas per 5 (penkias) darbo dienas nuo suremontuotos įrangos iškrovimo ir perdavimo Užsakovui.

2.3. Trūkumų šalinimo tvarka ir terminai

Jeigu Paslaugų perdavimo – priėmimo metu ar garantinio periodo metu paaiškėja, kad Paslaugų teikėjo suteiktos Paslaugos yra nekokybiškos, Paslaugų teikėjas privalo pašalinti trūkumus **ne vėliau kaip per 60 (šešiasdešimt) kalendorinių dienų** nuo pranešimo (įskaitant informavimą el. paštu) apie Paslaugų trūkumus gavimo dienos.

SERVICES PROCUREMENT CONTRACT

GENERAL CONDITIONS

1. TERMS USED IN THE CONTRACT AND INTERPRETATION THEREOF

1.1. **Detailed Report** means a free-form written document submitted by the Service Provider to the Customer, the exact content and form of which will be determined by the authorised representatives of the Parties during the performance of the Contract.

1.2. **Instruction** means any written or verbal instruction in any form (which must be subsequently confirmed in writing) issued by the Customer to the Service Provider in connection with the performance of the Contract.

1.3. **Services** means the Services defined in the Contract and the annexes thereto, which the Service Provider undertakes to provide to the Customer in accordance with the requirements laid down in the Contract and the annexes thereto. The term 'Services' used in the Contract encompasses all activities related to the Service delivery, which are specified in the Services procurement conditions, their clarifications and/or adjustments (if any), including, but not limited to, the Service delivery, transfer of their deliverables, rectification of defects, supply of goods and/or execution of works where provided for in the Contract or is necessary in order to create and transfer the Services deliverable to the Customer.

1.4. **Service Provider** means an economic entity providing the Services stipulated in the Contract, hereinafter also referred to as the **Party**.

1.5. **Procurement** means a procurement of services carried out by the Customer by way of entering into a sales and purchase contract with the selected Service Provider(s).

1.6. **In Writing/Written** means sending any instruction, notice, request, claim, order, or document signed by a Party via email, by registered mail, by means of the CPP IS or by direct delivery to the interested party, using the contact details specified in the Special Conditions of the Contract (except where otherwise specifically stated in the Contract).

1.7. **Invoice** means a value added tax (hereinafter: the '**VAT**') invoice, invoice, credit and debit documents.

1.8. **Contract** means the present Services procurement contract, consisting of the General and Special Parts of the Contract, annexes thereto and the Procurement documents.

1.9. **Customer** means a company(ies) within the Corporate Group of AB Lietuvos Geležinkeliai (hereinafter: the '**LTG Group**') named in the Special Conditions of the Contract, which is (are) directly and/or indirectly controlled AB Lietuvos Geležinkeliai (hereinafter: the '**LTG**'), hereinafter also referred to as the '**Party**'.

1.10. In the Contract, if the context so requires, the words in the singular may also include the plural and vice versa.

1.11. In cases where a certain number written in digits differs from the same number written in words, the latter shall prevail. In case the payment currency abbreviation does not match the full name of the said currency, the full name of the currency in words shall be deemed correct.

1.12. Except where otherwise specifically stated in the Contract, the duration of the Contract and other time limits shall be calculated in calendar days.

1.13. Where goods are supplied and/or works are executed on the basis of the Contract, all provisions of the Contract shall apply *mutatis mutandis* to them, and such goods, works and Services shall be hereinafter collectively referred to as the '**Services**'. Such goods and works shall also be subject to the statutory requirements according to the nature of goods and/or works.

2. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

2.1. Either Party shall represent and warrant to the other Party that:

2.1.1. The Parties to the Contract have read and understood the Contract, and the duly authorised signatories of each Party have signed in confirmation of this;

2.1.2. The Parties have concluded the Contract in pursuit of implementing its provisions and having actual ability to fulfil the obligations laid down in the Contract;

2.1.3. The Parties have concluded the Contract without prejudice or intended prejudice to the legislation of the Republic of Lithuania and to the documents regulating their activities as well as contractual obligations;

2.1.4. The Parties are solvent, their activities have not been limited, restructuring or winding-up proceedings are neither brought nor intended against the Parties, they have not suspended or limited their activities, and they are not subject of bankruptcy proceedings.

2.2. The Service Provider shall represent and warrant that:

2.2.1. It is fully aware of all the information related to the subject-matter of the Contract and other documents submitted by the Customer on its request, necessary to perform the contractual obligations and to provide the Services; furthermore, these documents and all the information contained therein is fully and completely sufficient for the Service Provider to ensure the proper and full performance, as well as the quality, of the contractual obligations;

2.2.2. The Supplier is responsible for the fact that during the entire period of execution of the Agreement the Supplier is competent, reliable and capable of fulfilling the requirements of the Agreement, including the capacity of economic entities whose capabilities the Supplier relies on:

2.2.2.1. has the right to engage in activities that are necessary to fulfill the Agreement;

2.2.2.2. technical and professional capacity requirements and other qualifications of suppliers that meet the requirements specified in the procurement documents and necessary for the proper execution of the Agreement;

2.2.2.3. adheres to the obligations and parameters specified in the Supplier's offer, including, but not limited to, the values and parameters of the economic utility criteria;

2.2.2.4. ensures compliance with established quality management system and/or environmental protection management system standards, if required in procurement documents, and has supporting documents.

2.2.3. It does not have any debts or liabilities to any third parties, which could hinder the proper performance of contractual obligations, and undertakes not to assume such obligations for the duration of the Contract period;

2.2.4. All the taxes payable in the Service Provider's country on sale of Services have been duly paid;

2.2.5. The Service Provider and/or the economic operators it relies on and/or subcontractors, as well as the controlling persons of each of the above, and/or the Services provided under the Contract shall not be subject to any sanctions within the meaning of the Sanctions Implementation and Control Policy ([made publicly available](#)¹);

2.2.6. The Service Provider and/or economic entities subcontracted by it, on whose capacities the Service Provider relies, and/or subcontractors and Services performed by them will not pose threats to national security and/or the Customer's business.

2.3. In case of any change in the circumstances set out in sub-clause 2.1.4 and clause 2.2 of the General Conditions of the Contract, the Party undertakes to notify the other Party in writing not later than within 3 (three) days.

2.4. The Parties shall represent and warrant that each representation pursuant to clauses 2.1 and 2.2 of the Contract is true and correct as of the day of concluding the Contract.

¹[sankciju igyvendinimo ir kontroles politika lt.pdf \(ltg.lt\)](#)

3. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

3.1. The Service Provider undertakes:

3.1.1. to perform the Contract using the best price-quality approach in respect of the Customer, following the principles of transparency, cooperation and non-discrimination. However, this shall not entitle the Service Provider to modify the Contract on terms other than those set out in the Contract, or to reduce the scope of the Service Provider's obligations under the Contract or any part thereof, or to take any other action contrary to the Contract or laws;

3.1.2. to perform all contractual obligations, including after-sales service after the expiry of the Contract and other obligations stipulated in the Contract, in a consistent manner and in accordance with the requirements laid down in the legislation and the Procurement documents, including the Contract and its annexes. The Service Provider shall provide all necessary equipment, occupational safety and manpower necessary for the performance of the Contract;

3.1.3. to provide Services which meet the requirements laid down in the Contract;

3.1.4. to read and comply with the provisions of the Code of Business Conduct for Suppliers of the Corporate Group of AB Lietuvos Geležinkeliai ([publicly available²](#)) and the operating principles contained therein, as well as to ensure that all third parties subcontracted by the Service Provider (subcontractors, economic entities on whose capacities the Service Provider relies and other related persons, hereinafter collectively referred to as the **persons**) also comply with them;

3.1.5. to observe all the existing and applicable laws of the Republic of Lithuania and the Procurement documents, including the Contracts, and comply with the documents and instructions provided by the Customer during the performance of the Contract. to ensure that the staff of the Service Provider or subcontractors (*if applicable*) comply therewith;

3.1.6. within the time limit set by the Customer at own expense to compensate the Customer for any losses incurred as a result of violation by the Service Provider and/or persons engaged by the Service Provider of the legislation and/or improper performance, non-performance and/or termination of the Contract, and/or as a result of the sanctions imposed by the public authorities and/or the initiation of legal proceedings, provided that any such sanctions have been imposed or legal proceedings have been initiated as a result of the fault, negligence, or concealment of information on the part of the Service Provider and/or the persons engaged by it;

3.1.7. to ensure that the Contracts is performed only by the persons entitled to do so;

3.1.8. to inform the Customer in writing immediately, but not later than within 3 (three) days, if it becomes apparent that the Service Provider is unable to ensure fulfilment of any obligation assumed or any guarantee provided by the Service Provider under the Contract, or if any circumstances have arisen which might influence proper and timely performance of the Contract. Such notification by the Customer shall not exempt the Service Provider from liability and shall not constitute grounds for amending the Contract, except as otherwise specifically stated in the Contract.

3.2. The Service Provider shall have the right to receive payment for the Services provided that it properly performs the Contract.

3.3. The Service Provider shall have all the other rights specified in the Contract and the applicable legislation of the Republic of Lithuania.

4. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

4.1. The Customer undertakes:

4.1.1. to perform the Contract under the terms and conditions established herein, following the principles of cooperation, transparency, and non-discrimination. However, this shall not entitle the Service Provider to modify the Contract on terms other than those set out in the Contract, or to assume all or any part of

²https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fdoc.ltg.lt%2Fflt%2Fpirkimai%2FLTG_tiekejo_elgesio_kodeksas.docx%3F_gl%3D1*hk6sjr*_up*MQ.*_ga*MTc3ODY2MzI0Ni4xNzAxMjY0Njk2*_ga_94QCJKTK8Y*MTcwMTI2NDY5NC4xLjAuMTcwMTI2NDY5NC4wLjAuMA..&wdOrigin=BROWSELINK

the obligations set out in the Contract, or to take any other action contrary to the Contract or to any law or regulation;

4.1.2. to provide the Service Provider with the information in its possession and/or documents necessary for the performance of the Contract (*if applicable*).

4.2. The Customers shall have the right, at any time during the performance of the Contract, to require the Service Provider to provide supporting documentation concerning the compliance of the Service Provider, the persons engaged, manufacturer's and/or the persons controlling them and/or of goods (including their components and packaging) offered by the Service Provider, and of the services provided and their providers, with national security requirements and/or the provisions of the Law on Public Procurement of the Republic of Lithuania (hereinafter: 'PPL'), including the Article 37(9), Article 47(9) and/or Article 45(2)(1), and the provisions of the Law on Procurement by Contracting Entities Operating in the Water, Energy, Transport and Postal Services Sectors of the Republic of Lithuania (hereinafter: the 'PL'), including the Article 50(9), Article 58(4)(1) and/or the Article 47(9) of PPL and/or concerning the (non)application of sanctions. If the Service Provider fails to provide the information and documents specified by the Customer within the time specified by the Customer, the Customer shall have the right to terminate the Contract in accordance with the procedure set out in the General Conditions of the Contract.

4.3. The Customer shall have all the other rights set out in the Contract and the applicable legislation of the Republic of Lithuania.

5. PRICING RULES AND PAYMENT TERMS

5.1. The price of the Contract and the pricing rules shall be set out in the Special Conditions of the Contract.

5.2. The price of the Contract specified in the Special Conditions of the Contract shall include all taxes and charges applicable for Services in Lithuania/other country, which may be incurred during performance of the Contract.

5.3. The price of the Contract and Service rates, excluding VAT, determined in the Service Provider's tender shall be final and remain unchanged throughout the term of the Contract (*unless specified otherwise in the Special Conditions of the Contract or its annexes*). The Service Provider is considered to be a professional market participant who must have properly calculated the tender price and individual rates at the time of submitting its tender, taking accounts of market conditions and organisational, technical and financial measures and capacity required for the performance of the Contract, and the Service Provider therefore assumes the full risk of any possible increase in the price of the Contract and Service rates.

5.4. The Parties shall agree that the price of the Contract and Service rates (depending on the pricing method chosen in the Special Conditions of the Contract), excluding VAT, cannot be changed due to changes in the legislation, i.e., the Service Provider shall assume all the risks relating to the possible increase in the price of the Contract and Service rates, except the VAT. In the case of changes in the legislation regulating the application of VAT during the term of the Contract, the price of the Contract and Service rates, excluding VAT, shall remain unchanged, however the Customer shall pay for the Services properly delivered under the Contract to the Service Provider the Contract price and Service rates, which shall be equal to the sum obtained by adding the VAT calculated based on the newly approved tax rate to the Contract price and Service rates, unless specified otherwise in the adopted legislation. The updated price of the Contract and Service rates shall be executed by an agreement signed by the Parties and shall be applied from the date of the introduction of the new VAT rate (irrespective of the date of signing the said agreement).

5.5. During performance of the Contract, all Invoices shall be submitted by electronic means only in accordance with the provisions of Article 22 of the PPL or Article 34 of the PL. Electronic Invoices complying with the European Standard on Electronic Invoicing shall be submitted by means of the Service Provider's choice. Electronic Invoices that do not comply with the European Standard on

Electronic Invoicing shall be submitted only using tools of the information system 'E-invoice'. Together with the Invoice, certificates of transfer and acceptance of Services signed by both Parties as well as other documents referred to the Contract shall be submitted. Proforma invoices may be submitted by the Service Provider to the person responsible for the performance of the Contract or using tools of the information system 'E-Invoice'.

5.6. An Invoice issued by the Service Provider must meet all the legal requirements and shall be issued on a date not earlier than the date of signing of the certificate of transfer and acceptance of Services on the basis of which the Invoice is submitted. Furthermore, the Invoice issued by the Service Provider must contain:

5.6.1. The Service Provider's VAT code and name;

5.6.2. number and date of the Contract, purchase order number available in an order ('PO number') (*if any*);

5.6.3. contact details of the responsible persons of the Parties;

5.6.4. exact names, units of measure and rates (price) of the Services corresponding to the names, units of measure and rates (price) set out in its proposal and the Contract;

5.6.5. number and date of the certificate of transfer and acceptance of Services (*if applicable*) and other date requested by the Customer.

5.7. In case the Invoice submitted by the Service Provider fails to meet the requirements of the Contract, the Customer shall return such Invoice to the Service Provider for adjustment with an instruction to immediately submit the Invoice meeting the requirements of the Contract. The payment term shall be calculated from the submission of the Invoice meeting the requirements of the Contract.

5.8. The payment currency under the Contract shall be the national currency of the Republic of Lithuania, unless otherwise provided in the Special Conditions of the Contract. The Service Provider shall assume all the risks of a possible change (if any) in the currency exchange rate.

5.9. Payment for the Services properly delivered and accepted by the Customer shall be made in accordance with the procedure set out in the Special Conditions of the Contract against the Invoice duly completed and submitted by the Service Provider. Payments shall be made by bank transfer to the bank account of the Service Provider specified in the Contract or to another bank account specified by the Service Provider in writing (the letter must be signed by the manager of the Service Provider or his/her authorised person), provided that the Service Provider has assigned to a third party (the financier) its monetary claim under the Contract and has notified the Customer thereof. The fact of factoring (assignment of a monetary claim) must be clearly stated in the Invoice.

5.10. If the Service Provider fails to properly perform contractual obligations, the Customer shall be entitled, without prejudice to other remedies available to them under the Contract and the legislation, to apply in relation to failure to perform the obligations and/or the accrued amount of penalties a unilateral set-off against all the amounts owing to the Service Provider under the Contract (with a written notice given to the Service Provider) and, if these amounts are not enough, also against the means of security for performance of obligations submitted by the Service Provider (with a written notice given to the Service Provider) to cover the penalties referred to in the Contract and all losses incurred. This provision shall be valid irrespective of the termination of the Contract and the application of other sanctions.

5.11. In the cases where the Service Provider fails to perform or improperly performs any of the obligations assumed in accordance with the Contract or established by legislation, the Customer shall have the right to suspend payments to the Service Provider until proper discharge of the said obligations.

6. CONTRACT PERFORMANCE SECURITY

6.1. The Contract performance shall be secured by the penalties referred to in the Contract and by other means of security for the performance of obligations where provided for in the Special Conditions of the Contract.

7. QUALITY OF SERVICES AND WARRANTY OBLIGATIONS

7.1. The Service Provider shall guarantee the quality of Services and the absence of hidden defects. The quality of Services must comply with the requirements and standards set out in the Contract and the legislation governing the delivery of Services of such nature.

7.2. The Service Provider undertakes to provide the Services in accordance with the requirements of the Contract, in a professional manner, in the most cost-effective and advantageous way for the Customer, using all necessary technical and organisational measures to ensure the safe, high-quality provision of the Services and the security of the Customer's data, including, but not limited to, the protection of personal data and confidential information, proper processing of information, cyber security.

7.3. The warranty period for the Services is set out in the Special Conditions of the Contract and during the term of the warranty period, even if the warranty period extends beyond the Contract, the Service Provider shall remedy any defects in the Services at its own expense in accordance with the procedure and within the time limits set out in the Contract. The warranty period for the Services or parts thereof shall come into force as from the date of handover of the Services or part thereof to the Customer, subject to signing by the Parties of the certificate of transfer and acceptance of Services. The warranty period shall be extended at the expense of the Service Provider for the period during which the Customer has been unable to use the Services due to the fault of the Service Provider, or during which defects in the Services have been remedied. If no warranty period is specified, the Service Provider undertakes to remedy any defects in the quality of the Services at its own expense throughout the entire term of the Contract.

7.4. During the term of the Contract and/or the warranty period, the Service Provider shall remedy, at its own expense, any defects in the performance of the Contract and/or non-compliance with the requirements of the Contract in accordance with the procedure and within the time limits set out in the Special Conditions of the Contract.

7.5. The remedy of defects and/or the Customer's refusal to accept poor quality Services shall not extend or suspend the time limit for Service delivery and shall not exempt the Service Provider from the payment of penalties, except as expressly provided for in the Contract, or where an independent expert examination establishes that the Services are of poor quality, or that non-compliance of the Services with the terms and conditions of the Contract is due to the fault of the Customer.

7.6. If the Customer discovers defects in the Services at the time of transfer and acceptance of Services, during the Services warranty period and/or during the term of the Contract, the Customer shall send a defects report to the Service Provider by e-mail specified in the Contract, instructing the Service Provider to sign it and send back to the Customer within 3 (three) days. Where the Service Provider fails to send the signed defects report or reasoned refusal to accept defects the Service Provider shall be deemed to have accepted the defects. If the Service Provider fails to accept the defects, the Parties shall agree on obtaining an independent expert's report, and in the case of failure to reach agreement within 3 (three) working days, the Customer shall conduct procurement procedures for expertise services and shall provide expertise conclusions to the Service Provider. The costs of expertise, including costs related to the conduct of procurement procedures, shall be borne by the Customer if as a result of the expertise it is established that the Services comply with the requirements set out in the Contract, or by the Service Provider if as a result of the expertise it is established that the Services do not meet the requirements set out in the Contract.

7.7. If the Service Provider discovers any deficiencies in the performance of the Services or other deficiencies in the performance of the Contract, it shall promptly remedy such deficiencies at its own expense and, if the deficiencies relate to the performance of the Contract by the Customer, it shall inform the Customer in writing.

7.8. If the Service Provider fails to remedy defects in the Services within the time limit determined in the Contract, the Customer shall have the right not to accept the Services delivered later and not pay for them and submit to the Service Provider a written notice of their non-acceptance. The same warranty conditions and terms, which are discussed in the Contract and/or its annexes, shall apply to new

Services provided. If the Service Provider fails to provide good quality Services within the set period, it shall, within 5 (five) calendar days, refund to the Customer the price paid by it for the Services and submit a credit Invoice (where the payments have been made already).

7.9. In the event of failure by the Service Provider to remedy defects in the Services, as identified during the terms of the warranty period after the expiration of the Contract, the Service Provider must pay to the Customer penalties in the amount set out in the Special Conditions of the Contract, and this obligation of the Service Provider shall survive expiration/termination of the Contract.

8. SERVICE DELIVERY

8.1. The Service Provider undertakes, in accordance with the Contract and the legislation requirements, to provide the Services and to hand over the Services deliverable to the Customer in accordance with the procedure and within the time limits set out in the Contract.

8.2. The Services shall be ordered, provided and handed over to the Customer in accordance with the procedure set out in the Contract, subject to signing by the Parties of the certificate of transfer and acceptance of Services. If Services are provided before the due date indicated in the Contract, they can be accepted only if this has been pre-agreed in writing with the Customer. If the place of provision of Services (address) changes, if the new place of provision of Services is in the same city and the Customer properly informs the Service Provider about it, a separate amendment to the Contract is not concluded.

8.3. The Service delivery date shall be deemed to be the actual date of delivering the Services, as stated in the certificate of transfer and acceptance of Services signed by the Customer and the Service Provider. The Customer shall be obliged to accept the Services provided and sign the certificate of transfer and acceptance of Services within a maximum period of 5 (five) days from the actual delivery of Services, unless a different time limit for the acceptance of Services is fixed in the Special Conditions of the Contracts or its annexes, or defects in the Services are discovered, in which case the certificate of transfer and acceptance shall not be signed and clause 7.6 of the General Conditions of Contract shall apply.

8.4. Once the Parties have signed the certificate of transfer and acceptance of Services, the Service Provider shall undertake, within not later than 2 (two) days, to submit an Invoice. The Invoice shall be issued (the date of issuing thereof) shall be the same date as the date of signing the certificate of transfer and acceptance of Services by the Customer.

8.5. The Service Provider shall, together with the certificate of transfer and acceptance of Services, submit to the Customer all the documents referred to in the Contract or required in accordance with laws or the manufacturer's requirements, insofar as such documents are related to the Service Provider's contractual obligations and/or the transferable deliverable of the Services or any part thereof (the documents shall be in the original language and shall be accompanied by a translation into the Lithuanian language certified by the translation bureau, except where otherwise provided for in the Special Conditions of the Contract or its annexes). Failure to provide the documents referred to in this clause shall be deemed a deficiency in the Services preventing the Customer from accepting the Services.

8.6. If the Services are provided in stages, the procedure of provision, transfer and acceptance of Services shall be as follows:

8.6.1. The Service Provider shall provide the Services, i.e., submit the documents related to completion of the stage and obtain the Customer's written approval before the end of the Service delivery deadline (stage);

8.6.2. the documents with a covering letter must be submitted in the manner specified by the Customer (by e-mail, in person or by courier) before the end of the Service delivery deadline (stage);

8.6.3 Within 5 (five) calendar days of their receipt, the Customer shall approve or reject the documents related to completion of the stage and will submit its notes. Any notes from the Customer, which determine the rejection of the documents proving the Service delivery, shall be reasoned, i.e.,

substantiated with the relevant provisions of the applicable laws of the Republic of Lithuania, regulations, rules, other legislation, the company standards, technical specification, Service delivery terms, the Contract terms and conditions, and the Service Provider's tender;

8.6.4. The Service Provider shall correct the rejected documents taking account of the Customer's notes and resubmit them to the Customer not later than within 5 (five) days of the day of their receipt. The number of corrections shall be unlimited, and the process of correction shall take place until all deficiencies identified by the Customer have been resolved;

8.6.5. the submission of notes and elimination of deficiencies shall not extend the deadline for completion of the stage and shall not exempt the Service Provider from penalties, except where the Customer is in delay to submit notes or evaluate the documents submitted to it within the time limits set out in the Contract. The deadline for completion of any stage of Service delivery, which is related to the previous stage of Service delivery, shall not be extended if, through the fault of the Service Provider, the Customer fails to sign the certificate of transfer and acceptance of Services for the previous stage;

8.6.6. The stage of Service delivery shall be accepted subject to signing by both the Parties of the certificate of transfer and acceptance of Services;

8.6.7. The Customer shall sign the certificate of transfer and acceptance of Services provided that all of the previous stages have been accepted. At the end of Service delivery, the final report on Services performed shall be submitted to the Customer and, after it has been approved, the final certificate of transfer and acceptance of Services shall be signed.

8.7. If the deadline for performing the specific work or obligation by the Service Provider is not specified in the Contract, the Service Provider shall be obliged to perform the work or obligation within the time limit specified in writing by the Customer.

8.8. The Supplier shall have the right to change the model or manufacturer of the Goods if all the following conditions are met:

8.8.1. if the Goods specified in the tender are no longer manufactured or their supply has been fundamentally disrupted and the received confirmation from the manufacturer thereof and (or) the Goods, their manufacturer poses a threat to national security and (or) the supply of Goods is contrary to mandatory international sanctions implemented in the Republic of Lithuania, as defined in the Law of the Republic of Lithuania on the Implementation of Economic and Other International Sanctions (hereinafter referred to as the Law on the Implementation of Sanctions) and Sanctions Implementation and Control Policy and (or) the Goods, their components or (and) the manufacturer do not comply with the provisions of the Article 45 part 2¹ of the PPL;

8.8.2. if the replaced Goods fully meet the requirements of the procurement documents, are not poorer, but of equal or better quality than the currently supplied Goods and the Supplier provides documents confirming this. If the Supplier had submitted samples of the Goods during the procurement procedures, the delivered Goods must not be of inferior quality to the samples provided;

8.8.3. if the Supplier, no later than 14 (fourteen) business days before the expected replacement of Goods, submitted a written request to the Buyer with supporting documents for the replacement and received the written consent of the Buyer.

8.8.4. In the case specified in this clause, the Goods shall be delivered at a price no higher than the price specified in the tender.

8.9. Upon receipt of the Supplier's request for replacement of Goods, the Buyer shall check whether the replacement complies with all provisions of Clause 8.8. of the General Terms and Conditions of the Contract.

8.10. The Buyer shall have the right to disagree with the replacement of Goods and shall have the right to terminate the Contract if the replacement does not meet all the criteria according to Clause 8.8. of the General Terms and Conditions of the Contract and (or) the Supplier has not provided evidence or their presentation does not substantiate the compliance of the replaced Goods with the Procurement Terms and Conditions.

8.11. The Parties shall conclude a written agreement to the Contract on the replacement of Goods, if the Buyer confirms the possibility of the replacement.

8.12. The Customer shall be entitled to demand the replacement of the goods or termination of the Contract if at least one of the circumstances referred to in clause 8.8.1 become apparent. In which case, the Customer shall contact the Service Provider in writing, who shall, within a time limit specified by the Customer, provide a response concerning the replacement of the goods, as well as documentation substantiating compliance of the replacement goods with the requirements of the Procurement documents. Once the Customer is satisfied that the replacement goods comply with the requirements of the Contract, the Parties shall sign an additional agreement to the Contract. For the sake of legal clarity, the Parties agree that the replacement of the goods under the conditions set out in the Contract shall be deemed to constitute performance of the Contract in accordance with its terms. The replacement of the goods under terms other than those set out in the Contract shall be carried out in accordance with the provisions of Article 89 of the PPL or Article 97 of the PL.

9. LIABILITY OF THE PARTIES

9.1. The liability of the Parties is established in accordance with the applicable legislation of the Republic of Lithuania and the Contract. The Parties undertake to properly perform their obligations assumed under the Contract and abstain from any actions by which they could cause damage to each other or aggravate the performance of obligations undertaken by the other Party.

9.2. Payment of penalties shall not release the Parties to the Contract from their duty to fulfil the obligations assumed under the Contract, except in cases expressly provided for in the legislation of the Republic of Lithuania.

9.3. Payment of penalties or extension or suspension of the Contract shall not exempt the Service Provider from indemnifying the Customer for loss in accordance with the Customer's reasonable request.

9.4. Termination of the Contract shall not exempt the Parties to the Contract from paying penalties and losses as accrued prior to the termination of the Contract, nor shall it exempt the Service Provider from rectifying defects and faults at the expense of the Service Provider during the entire warranty period for the Services, or from respecting other provisions contained in the Contract and legislation which continue to apply after the expiration/termination of the Contract.

9.5. If the Service Provider fails to perform or improperly performs any condition or obligation under the Contract, which are binding on it, refuses or fails to have regard to any instruction which the Customer is entitled to give and which the Service Provider is obliged to comply with in accordance with the terms of the Contract or the provisions of legislation, then the Customer shall have the right to give written notice to the Service Provider of failure to comply with such instruction and demand that the Service Provider remedies the breaches referred to in the notice. If the Service Provider fails to remedy any deficiency or defect within the time limit specified in the Contract, or, if no time limit is specified for a particular obligation, within the time limit specified by the Customer, and fails to properly perform all its contractual obligations, the Service Provider must pay penalties and compensate for any losses to the extent not covered by the penalties at the request of the Customer, and the Customer shall be entitled to unilaterally terminate the Contract due to the fault of the Service Provider.

9.6. During the performance of the Contract, the Service Provider shall be liable, including material liability, for the security of data and documents transferred to it, as well as for the security of information and data stored in the information systems to which the Service Provider has access, and shall be liable to compensate the Customer for any losses incurred by the Customer as a result of partial or total loss, damage, and/or use, other than for the purpose of the performance of the Contract, or the disclosure of such information and documents, including the disclosure of such information and documents, without the Customer's written consent.

9.7. The Service Provider shall be liable in all cases, including material liability, for damages caused by improper performance of the Contract by the Service Provider and the persons engaged by it, by the breach of obligations and/or warranties given by the Service Provider, or by acts or omissions of the Service Provider and/or the persons engaged by it, and shall undertake to compensate the Customer

for any losses, irrespective of whether such damage was caused to the Customer, its employees, or to any third persons and/or to their property.

9.8. The Service Provider and/or persons it relies on shall warrant and be responsible for complying with and ensuring that the services provided under this Contract and the performance of this Contract are not subject to any intellectual property or other restrictions/prohibitions, trade, economic or financial sanctions, embargoes or any other restrictive measures imposed by, applied or administered by the United Nations Security Council, the EU or its institutions, the USA, including the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury, the UK, including HM Treasury's Financial Sanctions Enforcement Authority, the authorities of these entities, and/or any other international sanctions enforced by the Republic of Lithuania, including but not limited to the Council Regulation (EC) No 765/2006 of 18 May 2006 concerning restrictive measures against President Lukashenko and certain officials of Belarus (with all later amendments and changes) 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 (with all later amendments and additions), Council regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine with all later amendments and changes) and 2023 June 28 of the Government of the Republic of Lithuania by resolution no. 512., On the application of national control measures according to Article 9 of Regulation (EU) 2021/821 (with all later amendments and additions) (hereinafter - sanctions) and that no subjects, who are included in the list of persons under Sanctions shall receive any benefits from this Contract.

If the Service Provider and/or persons it relies upon in the performance of the Contract do not comply with the requirements of the applicable legislation/Contract requirements and, as a result, fines or other sanctions are imposed on the Customer by the governmental or other competent authorities, or the Customer is subject to sanctions as a result of any circumstance relating to the Service Provider, persons relied upon by the Service Provider, or the Services provided by the Service Provider, the Service Provider undertakes to indemnify and protect the Customer from and to be liable to the Customer in respect of any negative consequences, sanctions imposed on the Customer, and to indemnify the Customer and third parties against all direct and indirect losses or damages and additional costs incurred by the Customer as a result thereof (including, but not limited to, loss and/or decrease of the Customer's business reputation, business constraints, loss of business and customers or other adverse consequences related to the limitations of the Customer's activities or the activities of the Customer's employees) within 7 (seven) calendar days from the receipt of the claim for payment (invoice). The Service Provider must inform the Customer in writing immediately, but not later than 1 (one) working day after the sanctions have been imposed, or after becoming aware of the planned imposition of the sanctions, if sanctions are planned or have been imposed on the Purchased object or any part of the Purchased object, on the Service Provider, or on any of its subcontractors, manufacturers, shareholders or beneficiaries. If the Service Provider breaches the requirement to inform the Customer in writing of the circumstances referred to in this clause of the Contract in a timely manner, the Service Provider shall pay a fine of 5 (five) percent of the Contract price excluding VAT and shall pay damages to the extent that they are not covered by the fine. The payment of the fine shall not preclude the Contract from being terminated or rendered void in accordance with the Contract provisions.

9.9. If unreasonable actions of the Service Provider cause suspension of the performance of the Contract, the Customer shall have the right to require the Service Provider to compensate for losses incurred by the Customer as a result of the request for interim measures from the Service Provider. The minimum loss incurred by the Customer shall be deemed to cover the amount representing the Customer's costs related to suspension and renewal of the Contract, the launch of a new procurement or the award of a new contract, as well as the difference between the initial and the subsequent price of Services and, in the event of a loss of funding, the total amount of funding lost. The Service Provider

shall also reimburse other costs incurred by the Customer as a result of unreasonable suspension of the Contract which the Customer can justify.

10. FORCE MAJEURE CIRCUMSTANCES AND ACTIONS OF THE STATE

10.1. During the term of the Contract the Party may be released in full or in part from the performance of contractual obligations and civil liability (consequences) if it proves that the Contract has not been performed in full or in part due to force majeure.

10.2. The Parties interpret the circumstances of force majeure as regulated by Article 6.212 of the Civil Code of the Republic of Lithuania (hereinafter: the 'CC') and Resolution No 840 of 15 July 1996 of the Government of the Republic of Lithuania 'On Exemption from Liability in Case of Force Majeure'. Force majeure clauses shall be established in each particular case individually, and the Party relying on a circumstance must prove that the force majeure circumstances have an actual and direct impact on the performance of the Contract and evidence the existence of all the conditions below:

10.2.1. The circumstances relied on by a Party were not present at the time of concluding the Contract and their occurrence could not reasonably have been foreseen;

10.2.2. Due to the occurred circumstances the Contract objectively cannot be performed;

10.2.3. The Party that has failed to perform the Contract could not control or prevent such circumstances;

10.2.4. The Party has not assumed the risk of such circumstances or their consequences.

10.3. The Party requesting full or partial exemption from the performance of contractual obligations and/or contractual civil liability on the basis of force majeure must inform the other Party immediately, but not later than within 5 (five) days from the moment when such circumstances, obstacles preventing the proper performance of the Contract have emerged or become apparent, by submitting as follows:

10.3.1. Objective and detailed evidence and written explanations about unforeseen circumstances, obstacles that have arisen and their effects and risks in relation to proper performance by a Party of contractual obligations, and that it has taken all reasonable precautions and has made every effort to reduce costs or any possible adverse consequences for proper performance of the Contract;

10.3.2. A preliminary deadline for the discharge of obligations if the circumstances which render the performance of the Contract impossible are temporary.

10.4. In case of force majeure lasting for more than 3 (three) months either Party may unilaterally terminate the Contract by notifying the other Party in writing 5 (five) calendar days in advance.

10.5. Given the existence of all of the above conditions but if the force majeure circumstance is temporary, the Party shall be released from liability only for such period of time that is reasonable having regard to the effect of that circumstance on the performance of the Contract. Upon expiry of at least one of the above conditions the status of force majeure may no longer be applied to the Parties to the Contract and the obligations enforced by the Contract shall automatically apply to the Parties. In any case the Party that has been released, in full or in part, from the performance of contractual obligations and civil liability (consequences) due to non-performance and/or improper performance of the Contract, upon expiry of at least one of the above conditions, must notify immediately the other Party in writing.

10.6. The Parties are aware that force majeure does not include circumstances where contractual obligations cannot be fulfilled because of a shortage of goods on the market or funds, or breaches of obligations by the Party's co-contractors.

10.7. The Parties are aware that, for the purposes of establishing the existence of force majeure, the certificate issued by the Chamber of Commerce and Industry does not, in itself, produce substantive legal effects, since the existence of force majeure, and not the fact that the certificate was issued, shall serve as the ground for exemption from civil liability in the event of breach of the Contract. The certificate attesting to force majeure circumstances has only a procedural legal value since it should be regarded only as evidence in a civil case concerning the performance of contractual obligations or the application of civil liability. The certificate of force majeure, in so far as it contains a legal assessment of certain circumstances, should not be regarded as *prima facie* evidence within the meaning of Article 197 of the

Civil Procedure Code of the Republic of Lithuania, since the legal assessment of facts is a court prerogative, and it is not bound by any legal assessment and classification provided by other persons.

10.8. The provisions of the Contract concerning the application of force majeure circumstances shall not prejudice the right of the other Party to terminate the Contract or suspend its performance, and/or demand payment of penalties and losses as accrued before the occurrence of force majeure circumstances as they are defined in the Contract.

10.9. The Party that fails to inform the other Party within the set time limit of the occurrence of a force majeure circumstance and its effect on the performance of the Contract must compensate all losses incurred due to non-performance and/or improper performance of the Contract.

Regarding actions of the state as full or partial ground for non-application of civil liability or partial exemption from it in case of COVID-19:

10.10. During the effective period of the Contract the Party may be released, in full or in part, from liability for non-performance of the Contract should the latter be caused by binding and unforeseen actions (acts) of the public authorities that have arisen due to the coronavirus (COVID-19) or its types and which render the performance of an obligation impossible and which could not be disputed by the Parties (paragraph 3 of Article 6.253 of the CC). An effect of actions (acts) of the public authorities on the performance of contractual obligations shall be established on a case-by-case basis, while the Party relying on this circumstance must prove that (i) the ground for non-application of contractual civil liability or full or partial exemption of the Party from it exists due to actions (acts) of the public authorities, which actually have a direct impact on the performance of the Contract, and prove that (ii) in each case all of the below conditions exist:

10.10.1. These actions (acts) shall be unforeseen and binding on the Party – the Party could not have foreseen them in advance (at the time of concluding the Contract);

10.10.2. Actions (acts) shall be such which render the performance of an obligation impossible;

10.10.3. The Party could not dispute such actions (acts) in judicial or administrative procedure.

10.11. The Party requesting to release it, in full or in part, from liability for non-performance of the Contract caused by binding and unforeseen actions (acts) of the public authorities that have arisen due to the coronavirus (COVID-19) or its types must inform the other Party immediately, but not later than within 5 (five) calendar days from the moment when such actions preventing the proper performance of the Contract have occurred or become apparent, by submitting as follows:

10.11.1. Objective and detailed evidence and written explanations about binding and unforeseen actions (acts) of the public authorities and their effects on and risks related to proper performance of contractual obligations by a Party, and that it has taken all reasonable precautions and has made every effort to reduce costs or possible adverse consequences for the proper performance of the Contract;

10.11.2. A preliminary deadline for the discharge of obligations if the actions (acts) of the State which render the performance of the Contract impossible are temporary.

10.12. If the Party is unable to fulfil contractual obligations due to binding and unforeseen actions (acts) of the public authorities that have arisen due to the coronavirus (COVID-19) or its types for more than 3 (three) months, either Party may terminate the Contract unilaterally with a 5 (five) days' prior notice given to the other Party.

10.13. Given the existence of all of the above conditions but if binding and unforeseen actions (acts) of the public authorities exist temporarily, the Party shall be released from liability only for such period of time that is reasonable having regard to the effect of that circumstance on the performance of the Contract. Upon expiry of at least one of the above conditions, the provisions of paragraph 3 of Article 6.253 of the CC cannot be applied to the Parties of the Contract and the obligations enforced by the Contract shall automatically apply to the Parties. In any case the Party that has been released, in full or in part, from the performance of contractual obligations and civil liability (consequences) due to non-performance and/or improper performance of the Contract, upon expiry of at least one of the above conditions, must notify immediately the other Party in writing.

10.14. These provisions related to the application of actions (acts) of the State shall not prejudice the right of the other Party to terminate the Contract or suspend its performance, and/or demand payment of penalties and losses as accrued before the occurrence of the circumstances concerned.

10.15. If the Party fails to give timely notice in accordance with the procedure laid down in the Contract or gives no notice at all to the other Party, it must compensate the other Party for all damage suffered thereby due to late notice or absence of notice.

11. CONFIDENTIALITY OBLIGATIONS

11.1. The Parties agree to hold contractual conditions, all documents and information, which the contracting Parties receive from one another during the Contract performance, as confidential and without a prior written consent of the other Party to not disseminate to third parties any information concerning it, except as required in accordance with the procedure established by the laws of the Republic of Lithuania.

11.2. Public disclosure of information on the Customer or the Service Provider where the Customer or the Service Provider is in breach of the deadlines for payment / settlement, or disclosure of information on the Service Provider where the Service Provider is in breach of the deadlines for delivery of the Services shall not be deemed a breach of this obligation.

11.3. Public disclosure of information related to a violation of the Sanctions Implementation and Control Policy will not be considered a violation of the confidentiality obligation if the Service Provider has not complied with this policy.

11.4. The confidentiality obligation shall enter into force on the date of its signature and shall remain in force for a period of 10 (ten) years after the expiry of the Contract. If the Contract relates to national security or an object of strategic importance to the Customer or the LTG Group, the confidentiality obligation shall remain in force indefinitely.

11.5. The Service Provider and any economic entity engaged by the Service Provider shall have no right to film, photograph and/or otherwise record the environment and/or persons in the territory of the Customer or the LTG Group without separate written consent of the Customer. A breach of this clause shall entitle the Customer to demand the destruction of all filmed or otherwise recorded information and to unilaterally terminate the Contract due to the fault of the Service Provider.

11.6. The Service Provider shall pay to the Customer a fine of EUR 5,000.00 (five thousand euros) for the unauthorised use, loss or disclosure of any confidential information, including non-compliance with the requirements laid down in clause 11.4, and shall indemnify the Customer against reasonable losses incurred by the Customer to the extent that such losses are not covered by the fine.

11.7. Upon the written request of the Customer, the Service Provider shall return to the Customer all documentation received during the performance of the Contract (without the right to retain copies thereof) and shall destroy all information, documents, and other data, insofar as it is not contrary to the mandatory requirements of law.

11.8. Having regard the nature and extent of the confidential information, the Customer shall be entitled to require signing a separate non-disclosure agreement to be concluded together with the Contract and considered as an integral part thereof. If the extent, nature, or significance of the confidential information and/or the fact of its transfer or use has only become apparent during the performance of the Contract, and the Customer determines that a separate non-disclosure agreement is necessary, the non-disclosure agreement shall be signed after the signature of the Contract, but at the latest prior to the disclosure of confidential information and shall become an integral part of the Contract. Prior to signing the non-disclosure agreement its draft may be modified, but in any case, the non-disclosure agreement shall not enable the Parties to modify the terms of the Contract and/or alter the economic balance of the Contract in favour of the Service Provider.

12. CONTRACT VALIDITY AND MODIFICATION

12.1. The effective period of the Contract is determined in the Special Conditions of the Contract.

12.2. If any provision of the Contract becomes or is recognized as fully or partially invalid, this does not affect the validity of other contractual provisions.

12.3. After termination or expiry of the Contract, contractual provisions concerning warranty service, payment of penalties and losses as accrued prior to the termination of the Contract, liability and settlements between the Parties shall continue to be in force under the Contract, as well as all any other contractual provisions which, as it is expressly indicated, shall or must remain valid after the termination of the Contract so that the Contract has been fully performed.

12.4. The Contract may be modified during its term by mutual agreement of the Parties in accordance with the terms and conditions set out in the Contract, provided that any such modification, irrespective of its monetary value, has been expressly and precisely formulated, including the specific circumstances and scopes of modification, in advance in the Contract. For the sake of legal clarity, it is hereby established that a modification of the terms and conditions of the Contract in accordance with the rules expressly laid down in the Contract and made public in advance shall not be considered a modification of the Contract but shall be treated as the performance of the Contract on the terms and conditions set out in it. In other cases, the Contract may be modified by written agreement of the Parties only in accordance with the procedure laid down in Article 89 of the PPL or Article 97 of the PL.

13. OCCUPATIONAL SAFETY AND HEALTH

(If applied according to the nature of Services)

13.1. The Service Provider shall ensure that the Service Provider's staff and the persons engaged by the Service Provider when performing the obligations assumed under the Contract:

13.1.1. will comply with the legal requirements for occupational safety and health, traffic safety, fire and civil protection, environmental protection, and electrical safety to provide Services legally and safely, ensuring smooth railway traffic, in compliance with all requirements of the Customer's local regulations submitted to the Service Provider;

13.1.2. will be provided with collective (if necessary) and personal protective equipment (when providing Services in the rail danger zone or road traffic area, in the crane work area – at least class 2 high-visibility warning vests or high-visibility warning work clothes), in the crane work area – will be also provided with protective helmets, including their wearing control, will be equipped with first aid kits, compliant work equipment, and occupational risks in personnel's workplaces will be assessed;

13.1.3. if the Service Provider's employees and the employees of the persons engaged by the Service Provider are to perform the Services in the rail **danger zone** (a distance from the railway track outside rail is less than or equal to 2.5 metres), prior to commencement of Service delivery they must have passed, in accordance with the procedure laid down by the traffic safety authority, the examination directly or indirectly related to railway traffic and have obtained an electronic certificate following the requirements of the Law on Railway Traffic Safety of the Republic of Lithuania and must have been trained in accordance with the Customer's Training Program for Safe Behaviour of Non-railway Transport Staff in the Protection Zones of Railway Tracks and Their Facilities and must have been issued a certificate in Form P-26 prescribed by the Customer, unless the Parties have agreed on another equivalent training procedure in writing, other employees must have been made familiar with the safety requirements for work in railway transport and their knowledge must have been tested in accordance with the procedure established by the employer;

13.1.4. if the Service Provider's employees and the employees of the persons engaged by the Service Provider are to perform the Services in the railway tracks and their facilities **protection zone** (a distance from the railway track outside rail is more than 2.5 metres), prior to the Service delivery commencement, the supervisors must have been trained in accordance with the Customer's Training Program for Safe Behaviour of Non-railway Transport Staff in the Protection Zones of Railway Tracks and Their Facilities and must have obtained certificates in Form P-26 prescribed by the Customer, unless the Parties agree in writing on another equivalent training procedure, other employees must have been made familiar with

the safety requirements for work in railway transport, their knowledge must have been tested in accordance with the procedure established by the employer;

13.1.5. in accordance with the procedure established by their employer, they will be trained and instructed on how to provide Services safely, will be familiarised with the risk factors specified in the **Guidance on the Occupational Health and Safety Requirements for Clients, Suppliers of Goods, Service Providers, Contractors who Execute Works and Perform Services on the Territory of the Corporate Group of AB Lietuvos Geležinkeliai**. The Guidance is available on the website of AB Lietuvos Geležinkeliai <http://www.litrail.lt/sauga-ir-aplinkosauga>;

13.1.6. will not be intoxicated with alcohol, narcotic, toxic and/or psychotropic substances in the Customer's territory. The use of metrologically verified technical means (alcotesters, etc.) may be compulsory for detection of alcohol intoxication or intoxication with psychoactive substances;

13.1.7. will maintain the work area clean and orderly, will properly store materials and work equipment, will not leave them unattended;

13.1.8. will properly manage the waste generated, will sort it into containers dedicated for that purpose and will hand it over to waste handlers in a timely manner;

13.1.9. will carry out legitimate instructions of the competent representatives of the Customer regarding the implementation of the requirements for occupational health and safety, traffic safety, fire and civil protection, environmental protection, electrical safety;

13.1.10. will ensure that danger zones of the Service delivery, where dangerous and/or harmful factors may exist (occur), will have signal fencing, and will be marked with health and safety signs or will be clearly marked otherwise to prevent unauthorized access.

13.2. When the Services are delivered under the Contract by employees of more than one employer, prior to commencement of the Service delivery, the Service Provider appoints a person to coordinate the activities of employers in the field of health and safety or an occupational safety and health coordinator to coordinate the work of the Service Provider's and other employees, creating safe and healthy working conditions for employees. The appointment must be made in writing (by order, decree, memorandum of understanding, or other local legal act) by informing the Customer thereof and providing a copy of the relevant document.

13.3. If Services are provided only by the Service Provider and the occupational health and safety coordinator is not appointed, the Service Provider must appoint a person authorized by the employer in matters of occupational health and safety to be responsible for occupational health and safety at the workplace. The responsible person appointed by the Service Provider instructs the Service Provider's employees on safety issues.

13.4. During the performance of the Contract, the Service Provider must organise and ensure safe movement of its vehicles and other moving machinery on the Customer's territory and organise the traffic of vehicles in accordance with the traffic rules for the respective mode of transport. The Service Provider shall be responsible for the organization of safe traffic in the territory of the Customer with regard to all types of vehicles owned by it or by the persons engaged by it, and/or rented.

13.5. During the performance of the Contract, the Service Provider must be well aware of the schemes for reporting rail catastrophes, accidents or incidents, evacuation and emergency management plans and other measures to be taken in the event of a rail catastrophe, accident or incident and other emergencies.

13.6. The Service Provider ensures that all tools, mechanisms, scaffolding, ladders, lifting equipment, electrical and mechanical tools, devices, and other work equipment are in good order, properly inspected, used in accordance with the rules of safe operation specified by their manufacturers and stored in a safe place, and when providing Services in the rail danger zone – at a safe distance from the railway track.

13.7. The Service Provider may not leave the Services incomplete or partially completed in unsafe conditions that could endanger occupational health and safety and smooth operation of rail traffic, damage equipment or endanger human health or life.

13.8. The Service Provider must terminate the Service delivery if a situation has arisen that endangers the health and safety of people or smooth operation of railway traffic. The Service delivery must also be suspended when natural conditions prevent from providing them safely.

13.9. The Service Provider must immediately notify the Customer (sauga@litrail.lt; dss@litrail.lt) and to the addresses indicated in the certificate-permit of any accident, injury or incident, rail catastrophe, traffic accident, incident or damage caused to the staff, other persons employed by or assets of the Customer or the Service Provider.

13.10. If the Customer notices at any time that there are deficiencies in the quality of Services being delivered that endanger the health and safety of employees, security of environment or property, the Customer has the right to request the Service Provider to immediately suspend the delivery of Services or any part thereof. Only after eliminating the reasons, the Service Provider must apply in writing to the Customer with a request for permission to resume the Service delivery.

13.11. For the performance of the Contract, the Service Provider shall not have the right to enter into employment or other agreements with the Customer's employees or to use the Customer's employees for the performance of the Contract on any other grounds without a mutual written agreement with the Customer. Violation of this clause is considered a material breach of the Contract, and the Customer has the right to unilaterally terminate this Contract before its expiry in accordance with the procedure laid down in the Contract, but this does not release the Service Provider from the obligations and liability under the Contract.

13.12. By providing the Services at the same workplace with another employer, the Service Provider undertakes to organize the work in such a way as to guarantee the health and safety of all employees, regardless of whom the employee works for. The Service Provider, in cooperation with other employers, undertakes to take measures to ensure that the provisions of occupational health and safety legislation are implemented in such workplaces and that all employees are informed of the possible dangers and risks arising from the activities of each employer.

13.13. In accordance with the General Regulations for the Installation of Workplaces (approved by Order No. 85/233 of 5 May 1998 (current version) of the Minister of Social Security and Labour of the Republic of Lithuania and the Minister of Health of the Republic of Lithuania), the Regulations on the Installation of Workplaces on Construction Sites (approved by Order No. A1-22/D1-34 of 15 January 2008 (current version) of the Minister of Social Security and Labour of the Republic of Lithuania and the Minister of Environment of the Republic of Lithuania), the Health and Safety Rules in Construction DT 5-00 (approved by Order No. 346 of 22 December 2000 (current version) of the Chief State Labour Inspector of the Republic of Lithuania) and taking account of the characteristics of railway works, prior to commencement of Service delivery, the Service Provider with the Customer shall execute and obtain a certificate-permit which contains the Customer's measures to ensure safety.

13.14. The Service Provider shall ensure the implementation of the legislation of the Government of the Republic of Lithuania and the Ministry of Health of the Republic of Lithuania in relation to Covid-19 control.

13.15. The Service Provider shall provide the employees who perform services in the LTG Group with the mandatory safety equipment in relation to Covid-19, ensure that every time they enter the LTG Group's facilities or territories, the employees are subjected to body temperature measurements, if such requirements are imposed by the legislation of the Republic of Lithuania and/or the Customer.

13.16. Where the Service Provider fails to comply with the requirements referred to in clauses 13.1 to 13.15:

13.16.1. the Service Provider will be warned in writing of improper performance of the Contract if the fact of non-compliance with the safety requirements during the Service delivery is established for a first time;

13.16.2. the Service Provider undertakes to pay the Customer a fine in the amount of EUR 500.00 (five hundred) for improper performance of the Contract if the fact of non-compliance with the safety requirements during the Service delivery is established for a second time;

13.16.3. where the fact of non-compliance with the safety requirements during the Service delivery is established for a third and each subsequent time, the Service Provider undertakes to pay the Customer the fine (Bn) for improper performance of the Contract, which is calculated according to the formula:

$$B_n = B_v \times 2$$

where:

B_v – the amount of the fine imposed in the last case.

13.16.4. The payment of the fine or the issue of a warning shall not exempt the Service Provider from indemnifying the Customer for any loss suffered by the Customer as a result of the breach of any (at least one) of the provisions of Section 13 of the General Conditions.

14. CONTRACT TERMINATION

14.1. The Contract may be terminated by a mutual written agreement between the Parties.

14.2. The Customer shall have the right to unilaterally terminate the Contract through no fault of the Service Provider with a 30 (thirty) days' prior written notice given to the Service Provider in the following cases:

14.2.1. In case of any changes in the legislation related to the subject-matter of the Contract, performance of the Contract or activities carried out by the Customer for which the Contract has been concluded, due to which the Customer decides to terminate the Contract;

14.2.2. Where the Customer loses permits or licenses, or they are revoked, which are necessary for the performance of the activities for which the Contract has been concluded;

14.2.3. The Customer decides to discontinue the activities for the performance whereof the Contract has been concluded or to change the performance of the activities, which eliminates the need for the Contract;

14.2.4. Upon adoption of a decision(s) by the Customer's management body, which eliminates the need for the Contract;

14.2.5. Where the Customer's financial situation changes (deteriorates) or the Customer loses funding and consequently decides to terminate the Contract;

14.2.6. Where any changes in the Customer's organizational structure are being made – legal status, profile or management structure, due to which proper execution of the Contract or the need for the Contract are likely to be affected;

14.2.7. When there is no longer need for Services being purchased;

14.2.8. When the Customer receives an instruction / recommendation to terminate the Contract from the institutions involved in procurement management;

14.2.9. where the Service Provider is bankrupt or is being wound up, suspends its economic activity or is subject to any analogous situation under the procedure established by other laws;

14.2.10. In the event of other circumstances (Article 6.721 of the CC).

14.3. The Customer shall have the right to terminate unilaterally the Contract through the fault of the Service Provider with less than 14 (fourteen) days' prior written notice given to the Service Provider in the following cases:

14.3.1. in case of any changes in the Service Provider's organizational structure – legal status, profile or management structure, due to which proper execution of the Contract is likely to be affected;

14.3.2. where the Service Provider has been found guilty of professional misconduct by a final judgement of a competent authority or a court;

14.3.3. Where on the part of the Service Provider there is a delay to fulfil its contractual obligations (at least one) within the time limits set out in the Contract or specified by the Customer (if a specific time limit is not set out in the Contract), and such default lasts for more than 30 (thirty) days from the Customer's written request (via e-mail);

14.3.4. Where the Service Provider fails or refuses to fulfil its contractual obligations, initiates termination of the Contract on the terms other than those set out in the Contract and/or breaches its contractual obligations (at least one), which shall be considered a material breach of the Contract;

14.3.5. When the entity who has provided the Contract performance security cannot fulfil its obligations and the Service Provider, after the Customer's request in writing, within the time limit specified in the Contract fails to submit a new security for the Contract performance on the same conditions as those for the previous one;

14.3.6. Where the Service Provider and/or third parties subcontracted by it (subcontractors, quasi-subcontractors, other economic entities on whose capacities the Service Provider relies) do not comply with the provision(s) of the Code of Business Conduct for Suppliers of the Corporate Group of AB Lietuvos Geležinkeliai and/or the operating principle(s) contained therein;

14.3.7. When the Service Provider fails to pay the accrued late interest to the Customer and the amount owed by the Service Provider exceeds the accrued amount of penalties referred to in the Special Conditions of the Contract;

14.3.8. Where other objective and reasonable circumstances arise due to which the Service Provider will not be able to properly perform the Contract and/or deliver the Services and the Service Provider is unable to provide reasonable proof that it will perform the Contract properly (for example, due to a conflict of interest, restrictions on audit service providers as provided for in Article 5 of Regulation (EU) No 537/2014 of the European Parliament and of the Council of 16 April 2014 on specific statutory audit requirements for public-interest entities and repealing Commission Decision 2005/909/EC, in Article 4 of the Law on Audit of Financial Statements of the Republic of Lithuania, etc.);

14.3.9. Where the Service Provider, within the time limit indicated by the Customer, fails to provide the documents specified by the Customer concerning the compliance of the Service Provider, the persons engaged, the manufacturers and/or the persons controlling them and/or of goods (including their components and packages) offered by the Service Provider and their manufacturers, and of the services provided and their providers, with national security requirements and/or the provisions of the PPL, including Article 37(9), Article 47(9) and/or Article 45(2)(1), the provisions of the PL, including Article 50(9), Article 58(4)(1) and/or Article 47(9) of the PPL and/or sanctions;

14.3.10. if at least one of the grounds referred to in Article 90 of the PPL or Article 98 of the PL (with the exception of Article 90(1)(2) and (4) of the PPL or Article 98(1)(2) and (4) of the PL, which shall be deemed to be the grounds for exclusion, if such ground was applicable at the time of the Procurement), or of the grounds for termination of the Contract set out in the Civil Code of the Republic of Lithuania or any other legal act, occur;

14.3.11. due to other omissions that hinder the performance of the Contract and/or other cases referred to in the Contract.

14.4. The Customer shall unilaterally terminate the Contract with a written notice given to the Service Provider when the Government of the Republic of Lithuania, in accordance with the procedure laid down in the Law on the Protection of Objects of Importance to Ensuring National Security of the Republic of Lithuania, adopts a decision confirming that the Contract is nonconforming to the national security interests, or when, in accordance with the procedure laid down in this Law, the recommendations of the Commission for Coordination of the Protection of Objects of Importance to Ensuring National Security are made with regard to the measures relating to the protection of objects of importance to ensuring national security necessary to ensure national security interests. Such the Contract shall be deemed unlawful and null and void; the moment of the Contract becoming void shall be determined in accordance with the above Law.

14.5. The Contract shall be deemed unlawful and null and void if it is established that the performance of the Contract is in conflict with sanctions (at least one of the applicable sanctions) implemented in the Republic of Lithuania, as defined in the Law on the Implementation of Economic and Other International Sanctions of the Republic of Lithuania, and in other international, European Union and Lithuanian legislation and Sanctions Implementation and Control Policy. The moment of the Contract becoming void shall be determined in accordance with the above Law. In the event of declaring the Contract void, restitution shall be applied and, if restitution in kind is not possible, compensation shall be made according to the monetary value of what has been received, in accordance with the rates set out in the

Contract, provided that such compensation does not contradict the criteria of reasonableness, fairness and justice.

14.6. The Customer shall immediately unilaterally terminate the Contract or suspend its performance for the period of implementation of sanctions, as defined in the Law on the Implementation of Economic and Other International Sanctions of the Republic of Lithuania and other international, European Union and Lithuanian legislation and Sanctions Implementation and Control Policy, with a written notice given to the Service Provider where the Contract has entered into force prior to the establishment of implementation of such international sanctions in the Republic of Lithuania. It is prohibited to assume new obligations under the Contract the fulfilment of which would be in conflict with international sanctions implemented in the Republic of Lithuania.

14.7. The Service Provider shall have the right to unilaterally terminate this Contract by giving a written notice of less than 30 (thirty) days to the Customer in the event of non-payment by the Customer to the Service Provider, and where the amount owed by the Customer exceeds the accrued amount of late interest referred to in the Special Conditions of the Contract.

14.8. The Contract may be terminated in the cases and in accordance with the procedure other than established in the Contract and the CC.

14.9. Upon termination of the Contract or its declaration null and void due to the fault of the Service Provider, including without limitation, due to the application of sanctions imposed on the Service Provider or any person engaged thereby, shareholder, manufacturer, Object of Procurement (any part thereof) or due to national security threats posed by the Service Provider or any person engaged thereby, shareholder, beneficiary, Object of Procurement (any part thereof), the quantity purchase obligations of the Customer shall not be valid. Furthermore, if the Contract is terminated due to the fault of the Service Provider, the Customer shall acquire the right to the Contract performance security. Losses or expenses incurred by the Customer and penalties charged to the Service Provider may be deducted from the amounts payable to the Service Provider.

14.10. In the event of termination of the Contract, the Customer shall pay the Service Provider for the Services properly delivered and accepted prior to the termination of the Contract, together with penalties charged to it (if applicable).

14.11. In the event of termination of the Contract, the Service Provider shall pay to the Customer penalties charged to it and shall indemnify the Customer against all damages caused to the Customer as a result of improper performance of the Contract and/or termination of the Contract through the fault of the Service Provider, including, but not limited to, the difference in prices resulting when the Customer purchases the missing Services from third persons.

14.12. Termination of the Contract shall not affect the validity of the terms and conditions of the Contract establishing the dispute settlement procedure, including the warranty periods, and other terms and conditions of the Contract if these terms and conditions remain valid in accordance with their substance also after termination of the Contract.

15. CONTRACT EXTENSION

15.1. The time limit for the fulfilment of contractual obligations (a single Service, a single stage, or another obligation, hereinafter: the '**Contractual Obligation**') may be extended in any of the following circumstances:

15.1.1. Circumstances relating to a delay in performing actions by the public authorities in relation to the Procurement object, the time limits set out in the legislation or their internal procedures, or legislation issued by the public authorities temporarily restricting the movement of persons, goods, services, or their delivery, which has a direct impact on the fulfilment of the Contractual Obligation. The submission of notes or questions with regard to replying to, adjusting or approving of which the time limit set for the public authority is extended shall not be considered a delay;

15.1.2. Works, services and/or goods not included in the Procurement documents, the need for which has become apparent only after the Contract has commenced and such need could not have been

predetermined by the Customer in the Procurement documents and by the Service Provider, as an experienced professional in this field, necessitate an additional purchase or a modification to the Contract in accordance with the provisions of the legislation, which has a direct impact on the performance of the Contractual Obligation;

15.1.3. Where the Customer, for objective reasons arising during the performance of the Contract, is prevented from fulfilling the obligations assumed under and expressly set out in the Contract, and the Service Provider is prevented from fulfilling the Contractual Obligation as a result;

15.1.4. If the economic entities related to the Customer, other than the Service Provider and economic entities related to it (subcontractors, economic operators, partners, other co-contractors of the Service Provider) fail to execute works, deliver the goods or provide services in due time, without which the Service Provider is objectively unable to commence or fulfil the Contractual Obligation.

15.2. The term of the Contractual Obligation may only be extended during the term of the Contractual Obligation in accordance with the procedure set out in the Contract:

15.2.1. Upon receipt by the Customer of a written request from the Service Provider, together with objective arguments, facts and evidence supporting the extension of the time limit due to the occurrence of one or more of the above circumstances. The Customer shall have the right to refuse or accept the extension of the Contractual Obligation in writing after having assessed the request. Failure to provide the Customer with evidence, calculations, specific arguments, and facts will prevent the Customer from approving the extension of the Contractual Obligation;

15.2.2. Upon written notification by the Customer to the Service Provider and upon submissions thereto a reasoned explanation as to the circumstances and the duration for which an extension of the Contractual Obligation is necessary. The Service Provider shall inform the Customer in writing within no later than 1 (one) working day and confirm that it accepts the extension of the Contractual Obligation. The Service Provider shall have the right to object to the extension of the Contractual Obligation only if the Service Provider is able, at its own expense and effort and with the consent of the Customer, to remedy the circumstances that have arisen and have necessitated the extension of the Contractual Obligation;

15.2.3. The extension of the Contractual Obligation shall be for a period not exceeding the duration of the specific circumstance.

15.3. If the extension of the particular Contractual Obligation affects the duration of an individual stage or the Contract, the duration of the stage or the Contract shall be extended for the same period as the Contractual Obligation is extended, including the time for Service delivery remaining for the Service Provider before the occurrence of the circumstance.

15.4. The extension of the time limit for the Contractual Obligation shall not entitle the Service Provider to claim any additional payment, unless otherwise expressly, clearly and unambiguously provided for in the Contract.

15.5. The time limit for the Contractual Obligation may be extended for a maximum period of 8 (eight) months throughout the entire duration of the Contract. If the circumstances do not cease to exist within the specified extension period, either Party may unilaterally terminate the Contract by giving 30 (thirty) days' written notice to the other Party. In which case the Service Provider shall not be liable for penalties from the date of sending of the notice until the termination of the Contract, however the Customer shall pay the Service Provider for the Services delivered and accepted prior to the termination of the Contract, while the Service Provider shall pay the Customer penalties and damages, if any, charged to it prior to the termination of the Contract.

15.6. An extension of the time limit for the Contractual Obligation shall be evidenced by a written agreement, or an equivalent document, which shall be considered as a written reasoned request of a Party and a written consent of the other Party for extension of the Contractual Obligation. In all cases, the agreement for extension of the Contractual Obligation or the request and consent for extension shall be signed by the persons responsible for the performance of the Contract and authorised by the Parties. Such agreements or request and consent shall be considered an integral part of the Contract.

15.7. If the extension is made in accordance with the procedure set out in this Section due to the circumstances referred to in clause 15.1 of the General Conditions of the Contract, such extension shall constitute the performance of the Contract on the terms and conditions set out therein and shall not constitute a modification to the Contract. If the extension is due to circumstances other than those referred to in Section 15 of the General Conditions of the Contract and/or not in accordance with the procedure set out in this Section, it shall be deemed to be a modification to the Contract, which may be made in accordance with the provisions of the PPL or the PL.

16. CONTRACT SUSPENSION

16.1. The performance of the Contract may be suspended in any of the following circumstances:

16.1.1. The suspension, reduction or cancellation of the Customer's funding for the project and/or the subject matter of this procurement, which requires the Customer to attract additional funding;

16.1.2. Circumstances directly affecting the performance of the Contract, which are related to legislation issued by the public authorities (if the date of entry into force of such legislation was not clear at the time of conducting the procurement), require the Parties to take additional action, or require the Customer to carry out an additional purchase or to issue an additional internal regulation, or to hire and engage more staff from other projects;

16.1.3. Works, services and/or goods not included in the Procurement documents, the need for which has become apparent only after the Contract has commenced and could not have been predetermined by the Customer in the Procurement documents and by the Service Provider, as an experienced professional in this field, necessitate an additional purchase or a modification to the Contract in accordance with the provisions of the legislation. This circumstance shall apply if the need which has become apparent during the performance of the Contract has a direct impact on the performance of the Contract;

16.1.4. Legal/arbitration disputes with the Customer or third persons, the subject matter of which is directly related to the performance of the Contract;

16.1.5. Unforeseen circumstances have arisen which are objectively beyond the control of the Parties, which were not known to the Parties at the time of conducting the Procurement, and the elimination of which would reasonably require additional time, decisions, negotiations with the Service Provider or third parties (e.g., the public authorities), and/or additional purchases. The circumstance shall only apply if the same circumstance would be faced by the Parties to the Contract in any event, irrespective of who is the Service Provider, and such circumstance directly affects the performance of the Contractual Obligation or the Contract;

16.1.6. The Customer is unable to perform its obligations under the procedure laid down in the Contract due to unforeseen circumstances and the Service Provider is unable to perform the Contract as a result;

16.1.7. The Service delivery requires additional resources, goods, equipment which were not provided for in the Procurement documents and no reasonable and prudent Service Provider could have foreseen such a need, and the same circumstance would be faced by any other Service Provider in the course of performing this Contract, and the circumstance has a direct impact on the performance of the Contract.

16.1.8. During the term of the Contract, if the Service Provider and/or its subcontractors are directly or indirectly subject to sanctions, or if the Customer has reasonable grounds to suspect that the provision of services under the Contract may give rise to a risk of breaches of sanctions legislation, the Customer shall have the right to suspend the provision of services under the Contract immediately. If, within 2 (two) months of the suspension of the Services, the circumstances giving rise to the imposition of sanctions do not disappear and/or the Service Provider fails to provide documentation from independent and reliable sources and/or official findings refuting the Customer's conclusions regarding the imposition of sanctions, the Customer shall have the right to terminate the Contract immediately and unilaterally, due to the fault of the Service Provider, by informing the Service Provider thereof in writing. Upon receipt from the Service Provider of the supporting documentation referred to in this clause which refutes the

findings of the Customer with regard to the imposition of sanctions, the Customer shall carry out an additional assessment. In the event that the additional assessment carried out by the Customer does not lead to a change in the conclusion regarding the imposition of sanctions against the subject, the Customer shall have the right to terminate the Contract unilaterally and without delay, due to the fault of the Service Provider, by notifying the Service Provider in writing.

16.2. The performance of the Contract may only be suspended during the term of the Contract in accordance with the procedure set out in the Contract:

16.2.1. Upon receipt by the Customer of a written request from the Service Provider stating the circumstance for suspension (clause 16.1 of the General Conditions of the Contract) and the arguments, objective facts and evidence supporting the occurrence of the circumstance and the possible duration. The Customer shall have the right to refuse or accept the suspension of the Contract in writing after having assessed the request. Throughout the term of the Contract (if the Contract is suspended), the Customer will not be able to approve the suspension if no specific arguments and facts supported by evidence have been provided;

16.2.2. the Customer informs the Service Provider in writing and provides a reasoned explanation as to the circumstances and the duration of the suspension. The Service Provider shall inform the Customer in writing within 1 (one) working day at the latest and confirm that it accepts the suspension. The Service Provider shall only be entitled to object to the suspension of the Contract if the Service Provider is able to remedy, at its own expense and effort, the circumstances that have led to the necessity to suspend the performance of the Contract.

16.2.3. The Service Provider shall be obliged to suspend the performance of the Contract immediately upon receipt of the Customer's written notice of suspension, but at the latest within 1 (one) working day after the date of sending the confirmation to the Customer.

16.3. The suspension shall not exceed the duration of a specific and reasonable circumstance. The Contract shall not be extended for the period of the suspension, but for the period which, after the circumstances have ceased to exist, had remained under the Contract for the Service Provider to perform its contractual obligations.

16.4. If the term of the Contract is expressed as a specific date, the term of the Contract may be extended for the period of the suspension, but no additional period of time shall be granted for the fulfilment of the Service Provider's obligations, i.e., after the renewal of the Contract the Service Provider shall have the same period of time to deliver the Services as it had before the suspension.

16.5. The occurrence of the circumstances and the suspension of the Contract shall not entitle the Service Provider to claim additional payment, unless otherwise expressly, clearly, and unambiguously provided for in the Contract.

16.6. The Contract may be suspended for a maximum period of 8 (eight) months throughout the entire term of the Contract. If the circumstances do not cease to exist within the specified suspension period, either Party may unilaterally terminate the Contract by giving 30 (thirty) days' written notice to the other Party. In which case the Service Provider shall not be liable for penalties from the date of sending of the notice until the termination of the Contract, but the Customer shall pay the Service Provider for the Services delivered and accepted prior to the termination of the Contract, while the Service Provider shall pay the Customer penalties and losses as accrued prior to the termination of the Contract, if applicable.

16.7. The Parties shall confirm the suspension of the Contract by written agreement. A reasoned written request for suspension by one of the Parties and a written consent of the other Party shall be considered as equivalent to a document confirming suspension of the Contract. In all cases, the suspension agreement or the request for suspension and the consent to suspension shall be signed by the persons responsible for the performance of the Contract and authorised by the Parties. Such agreements, requests and consents shall make an integral part of the Contract.

16.8. If the suspension takes place in accordance with the procedures set out in Section 16, such suspension shall be deemed to constitute the performance of the Contract on the terms and conditions set out in the Contract and shall not constitute a modification to the Contract. If the suspension is due

to circumstances other than those referred to in Chapter 16 of the General Conditions of the Contract and/or not in accordance with the procedure set out in this Chapter, it shall be deemed to be a modification to the Contract, which may be carried out in accordance with the provisions of the PPL or the PL.

17. DISPUTE SETTLEMENT PROCEDURE

17.1. The Contract and all the rights and obligations arising from the Contract shall be governed by the laws and other regulatory acts of the Republic of Lithuania. The Contract is made and shall be construed in accordance with the law of the Republic of Lithuania.

17.2. Any disagreements or disputes arising between the Parties in connection with this Contract shall be settled by mutual agreement, through negotiations. In the case of failure of the Parties to reach agreement, any disputes, disagreements, or claims arising from the Agreement or in connection herewith, violation, termination, or validity hereof, which have not been resolved amicably, shall be settled in the courts of the Republic of Lithuania in accordance with the procedure established by the laws of the Republic of Lithuania.

18. CORRESPONDENCE

18.1. The Parties to the Contract communicate in the Lithuanian language (if a Party to the Contract is a foreign entity – in the Russian or English languages). Any notices, consents, and other communications that the Party may give under the Contract shall be deemed valid and properly delivered if they are personally handed over to the other Party with proof of receipt or sent by registered mail or email (with proof of receipt) at the addresses indicated in the Contract or other addresses indicated by a Party in writing when delivering the notice.

18.2. If the Party's address, name, telephone number, e-mail address, bank account details, legal entity or VAT payer codes change, such Party must inform the other Party in a written notification no later than 3 (three) calendar days from the moment of their change. Upon the failure by a Party to comply with these requirements, it shall have no right to claim or counter-claim, if the actions of the other Party, based on the last data known to it, are contrary to the terms and conditions of the Contract or it has not received any notification sent based on those data. If the Party's address, name, telephone number, e-mail address, bank account details change and the other Party is properly informed about it, a separate amendment to the Contract is not made. This provision does not apply in case of change of legal entity or VAT payer code.

19. PROCEDURE FOR USING AND REPLACING ECONOMIC ENTITIES, SUBCONTRACTORS AND SPECIALISTS

19.1. Neither Party shall have the right to transfer all or part of the rights and obligations under this Contract to any third party without a prior written consent of the other Party, except for assignment of a monetary claim under a factoring agreement with a third party (financier). The Parties agree that the assignment of a monetary claim arising from the Contract to a third party (financier) shall not change any other rights and obligations between the Parties established in the Contract and legal acts.

19.2. During the performance of the Contract, the following procedure for using and replacing economic entities and specialists on whose capacities the Service Provider relied with regard to the qualification requirements when participating in the Procurement shall apply:

19.2.1. In performing the Contract, the Service Provider cannot change the economic entity on the capacities whereof it relied with regard to the qualification requirements (hereinafter: the '**economic entity**') and/or the specialist named in its tender without the Customer's written consent. The newly employed economic entity and/or specialist who will replace the previous one shall possess qualifications not lower than those required by the Procurement documents, which the newly engaged economic entity and/or specialist must have acquired before the start of the performance of the

obligations under the Contract, moreover it cannot pose a threat to national security, its use cannot conflict with sanctions. Moreover, in accordance with the requirements set out in the Procurement documents, documentation justifying non-conformity of the economic entity to the grounds for exclusion (if applied during the conduct of the Procurement) shall be provided. The economic entity and/or specialist whose qualifications have been relied on may be replaced only in the following cases:

19.2.1.1. Where the economic entity is bankrupt or is subject to any analogous situation;

19.2.1.2. Where the economic entity and/or specialist due to objective reasons (e.g., the economic entity and/or specialist refuses to participate in the performance of the Contract, becomes ill or injured, where legal relations with the Service Provider are terminated, etc.) cannot participate in the performance of the Contract;

19.2.1.3. Where the Service Provider's economic entity and/or specialist does not comply with the provisions of the PPL or the PL, poses a threat to national security, is subject to sanctions, as defined in the Law on Implementation of Sanctions, and/or there are any other grounds set out in the legislation that require replacement;

19.2.1.4. The Service Provider has submitted a written request to the Customer, at least 7 (seven) working days before the intended replacement, together with documents substantiating the qualifications of the newly engaged entity and/or specialist and the absence of grounds for the economic entity's exclusion (other documents may be requested regarding compliance with the requirements of national security requirements in accordance with the PPL or PL). The request must state the reasons for replacing the economic entity or specialist.

19.2.2. The Customer shall have the right to permit replacement of an economic entity and/or specialist if the Service Provider has submitted a request in a timely and appropriate manner together with all documents confirming the qualifications of the engaged economic entity and/or specialist as well as other documents requested, and the Customer has established compliance with all terms and conditions of the Procurement and of the Contract.

19.2.3. If the Customer agrees to replacement of the economic entity and/or specialist, the Parties shall not sign a separate agreement, but the Service Provider's written request and the Customer's written consent shall constitute an equivalent document, which shall be considered an integral part of the Contract. The Service Provider shall not be entitled to engage an economic entity and/or specialist unless the written consent of the Customer has been obtained. The replacement of the economic entity and specialist on whose qualifications have been relied shall not constitute a modification of the Contract but the performance of the Contract on the terms and conditions set out therein.

19.2.4. The following procedure for replacing or using subcontractors other than economic entities for the performance of the Contract shall apply:

19.2.4.1. The Service Provider is obliged to inform the Customer of the subcontractors to be engaged prior to the Service delivery, at least seven (7) working days before the intended engagement, specifying a share of obligations to be performed by each subcontractor under the Contract (it is necessary to name specific actions to be performed by the subcontractor and to indicate a percentage of the Contract price to be assumed by the subcontractor), their contact details, names, country of incorporation, controlling persons, their country of incorporation, and responsible persons (and any other information to be provided by instruction of the Customer). The same notification obligation shall apply to the Service Provider who intends to replace or use a subcontractor during the performance of the Contract. A subcontractor of whom the Customer has not been notified in writing and in relation to whom the Customer's consent has not been obtained shall not be entitled to perform the Contract, which shall be deemed a material breach of the Contract;

19.2.4.2. Subcontractors may be used only for those lots of the Contract for which the Service Provider intended to use subcontractors as indicated in its tender, save for the cases when the Service Provider substantiates in writing the necessity to use a subcontractor for the unforeseen lot of the Contract to ensure the proper performance of the Contract and the Customer gives its written consent;

19.2.4.3. The Customer will not verify the qualifications and grounds for the exclusion of subcontractors who are not economic entities (except where during the Procurement the grounds for subcontractors' exclusion were verified and/or the provisions regarding national security interests were applied, e.g., the provisions of Article 47(9) of the PPL and/or of Article 45(2¹));

19.2.5. If the Customer agrees to the change or use of a subcontractor, the Parties shall not sign a separate agreement, but the Service Provider's written request and the Customer's written consent shall be considered as an equivalent document, which shall be considered an integral part of the Contract. The change or use of a subcontractor under the terms and conditions set out in the Contract shall not be deemed to be a modification to the Contract, but the performance of the Contract on the terms and conditions set out therein. The Service Provider shall not be entitled to change or use a subcontractor unless the Customer's written consent has been obtained.

19.2.6. The Customer shall have the right to refuse the use of a person if it is determined that the Contract would not be in the interests of national security, the provisions of the PPL or the PL applicable during the Procurement and/or that the performance of the Contract would be contrary to sanctions.

19.2.7. If subcontractors that are appropriately made public so request, the Customer will pay them directly. The Customer will inform a subcontractor of this possibility with a special notice within 3 (three) calendar days of the day of receipt of information from the Service Provider on a subcontractor to be used. In order to use the possibility of direct settlement, the subcontractor shall, not later than within 2 (two) calendar days, inform the Customer in writing. In this case, a tripartite agreement will be concluded with the Customer, Service Provider, and subcontractor wherein the procedure for direct settlement with the subcontractor is provided for, including the right of the Service Provider to object to undue payments. The signing of the tripartite agreement regarding direct settlement with the subcontractor shall not alter the liability of the Service Provider concerning the performance of the Contract.

19.3. The Service Provider executing the Contract on a joint venture basis shall have the right to refuse or change a joint venture partner (hereinafter: the '**partner**') only for the reasons below:

19.3.1. Where the partner is bankrupt or is being wound up, suspends its economic activity or is subject to any other analogous situation under the procedure provided for in other legislation.

19.3.2. If, due to other objective and justified circumstances, the partner is no longer able to perform the Contract, including, but not limited to, cases where the partner fails to comply with the provisions of the PPL or the PL, poses a threat to national security, the partner has been subjected to international sanctions within the meaning of the Law on the Implementation of Economic and Other International Sanctions of the Republic of Lithuania, the partner is in difficult financial situation leading to non-performance of the Contract and/or to refusal to execute the Contract, and in the event of occurrence of any other objective and unforeseen reasons leading to the partner's withdrawal from the joint venture agreement.

19.4. The Service Provider must submit a reasoned written request and the following documents to the Customer at least 10 (ten) working days before the intended change or refusal of the partner:

19.4.1. A request to change the composition of the Service Provider and evidence supporting at least one circumstance for the change of the partner referred to in the Contract;

19.4.2. A copy of the new joint venture agreement or amendment to the existing joint venture agreement in which the obligations of the withdrawing partner are assumed in full by the remaining joint venture partner(s) (hereinafter: the '**remaining partner**');

19.4.3. Documents certifying the qualifications of the remaining or newly engaged partner. In all cases, the qualifications of the remaining partner or newly engaged partner must be at least equal to those of the withdrawing partner. In the case of the newly engaged partner, as well as in accordance with the requirements set out in the Procurement documents, documentation shall also be provided to justify non-conformity of the engaged partner (if any) to the grounds for exclusion (if applied during the conduct of the Procurement).

19.5. The Customer shall, upon receipt of the Service Provider's request together with the other documents referred to in the Contract, assess the possibilities for change within 10 (ten) working days

and inform the Service Provider in writing of the termination of the Contract or of the authorisation to refuse or to engage the partner. If the Customer agrees, the Parties shall sign an agreement which shall be considered an integral part of the Contract. The refusal or change of the partner on the terms and conditions set out in the Contract shall not be considered a modification to the Contract, but the performance of the Contract on the terms and conditions set out therein.

20. FINAL PROVISIONS

20.1. The Service Provider confirms that it does not oppose to the Customer's reorganisation, split-off, conversion, or transfer of an undertaking, activities (business) carried out by it or any part thereof on other legal grounds (including, but not limited to, a contribution in the form of assets, an undertaking, its activities (business) or any part thereof to the authorized capital of third persons) and, be it carried out:

20.1.1. Shall not require any additional security for the performance of obligations. In such cases, no additional consents or permits of the Service Provider shall be necessary. Where such consents or permits are necessary due to the imperative requirements of the legislation, the Service Provider shall undertake to issue them immediately, but not later than within the time limit indicated in the Customer's request;

20.1.2. In those cases where it is established that the Services stipulated in this Contract are required by both the Customer and/or the economic entity who has acquired the rights and obligations of the Customer or any part thereof under the Contract, the Service Provider shall perform the obligations set out in this Contract as required in respect of both the Customer and the economic entity who has acquired the rights and obligations or any part thereof under the Contract;

20.1.3. If the subject-matter of the Contract is divided into lots (or incorporated in the subject-matter of another similar contract concluded based on the same procurement), the Contract value, quantity and scope of the subject-matter of the Contract, the amount of security for the performance of the Contract (if required), and any other contractual terms and conditions are divided (or incorporated) in accordance with the conditions (if applicable) for reorganization, split-off, conversion or transfer of an undertaking, activities (business) carried out by it or any part thereof, or in proportion to the share of obligations assumed by the new Parties to the Contract;

20.1.4. The obligations set out in the Contract shall be taken over and the Contract shall be further performed by the transferee of the rights and obligations of the Customer, with the essential terms and conditions of the Contract unchanged, in accordance with the law (within the context of the legal requirements regulating (public) procurement) applicable to the status of the economic entity who has acquired the rights and obligations or any part thereof under this Contract.

20.1.5. The Parties agree and confirm that in case of replacement of the Customer pursuant to the conditions and procedure laid down in the Contract a written notification of a relevant transfer of the rights and obligations of the Customer as given by the Customer and/or the economic entity who is taking over the rights and obligations of the Customer or any part thereof under the Contract shall be deemed sufficient and adequate notice equivalent to an agreement between the Parties on amending the Contract, where no amendment shall be executed as a separate agreement.

20.2. The Parties undertake to ensure that all personal data are processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation (hereinafter: the 'GDPR')) and other legislation governing the processing and protection of personal data.

20.3. Each Party shall inform its employees and other data subjects related to it of the processing of their personal data by the other Party in accordance with the requirements of the GDPR and shall provide supporting evidence for that at the request of the other Party. A Party, failing to fulfil or improperly fulfilling the obligations provided for in this clause, shall compensate the other Party for any losses resulting from that, including, but not limited to, fines and/or other pecuniary sanctions imposed by the public authorities.

20.4. If, in the course of performing the Contract, the other Party processes personal data on behalf of the Customer as the data processor, a data processing agreement must be concluded immediately after the signature of the Contract, the content whereof is made publicly available on AB Lietuvos Geležinkeliai [website](#)³ or, if the need to process personal data arises after the signature of the Contract, the data processing agreement shall be signed by the Parties immediately, but not later than before the start of personal data processing. By the data processing agreement, the Parties may not modify the Contract terms and conditions and/or change economic equilibrium in favour of the Service Provider.

20.5. If, in the course of performing the Contract, the Customer transfers personal data to the other Party as an independent data controller, a data transfer agreement will be signed immediately after the signature of the Contract the content whereof is made publicly available on AB Lietuvos Geležinkeliai [website](#)⁴ or, if the need to transfer personal data arises after the signature of the Contract, the data transfer agreement shall be signed by the Parties immediately, but not later than before the start of personal data transfer. By the agreement, the Parties may not modify the Contract terms and conditions and/or shift the economic balance in favour of the Service Provider.

20.6. When concluding and performing this Contract, the Customer shall process the personal data of the employees of the other Party for the purposes of concluding and performing the Contract, performing the duties of the Customer established in the applicable legal acts and for other purposes in accordance with the legal requirements.

20.7. Detailed information on the processing of personal data is provided in the Privacy Notice available on the website of AB Lietuvos Geležinkeliai at <https://www.litrail.lt/privatumo-politika>.

The invalidity or conflict of any provisions with the laws or other normative legal acts of the Republic of Lithuania in this Contract shall not release the Parties from the performance of the obligations assumed thereby. In this case, such provision must be replaced by a provision that in accordance with the legal requirements comes as close as possible to the purpose of the Contract and its other provisions.

20.8. The present Contract consists of the Special and General Conditions of the Contract, technical specification, the Service Provider's tender, and annexes specified in the Contract. The documents that constitute the Contract are mutually explanatory. If the provisions of the Special Conditions of the Contract and/or the annexes thereto are inconsistent with the provisions of the General Conditions of the Contract, the provisions of the Special Conditions of the Contract and the annexes thereto shall prevail. In case of discrepancies between the Special Conditions of the Contract and their annex, i.e., technical specification, priority shall be given to the technical specification. In case of discrepancies between the Special Conditions of the Contract and other annexes to the Special Conditions of the Contract, the text of the Special Conditions of the Contract signed by the Parties shall prevail, followed then by the annexes to the Special Conditions of the Contract, then by the documents of procurement based whereon the Contract has been awarded, and then by the tender submitted by the Service Provider as well as other additional documents provided by it. If the provisions of the additional documents submitted by the Service Provider contravene the mandatory (public) procurement regulations, such provisions shall be considered invalid.

³ https://www.litrail.lt/documents/10279/12257986/LTG_data_processing+agreement_EN_2023.docx/4e862da0-9518-4315-876f-c0226d1dce2e

⁴ <https://www.litrail.lt/documents/10279/12257986/LTG-Data-transfer-agreement---EN---2023.docx/fe0ff2c3-0268-49c8-bed9-dac5052a39a0>