

## TECHNICAL SPECIFICATION

### 1. DEFINITIONS AND ABBREVIATIONS

- 1.1. **Customer** – UAB Kauno kogeneracinė jėgainė
- 1.2. **Service Provider** – economic entity – an individual, a private legal entity, a public legal entity, other organisations and their divisions or a group of such entities with which the Buyer signs the Contract.
- 1.3. **Contract** – a contract, concluded between the Service Provider and the Customer for the Object of Procurement.
- 1.4. **Services** – heavy metal pollutant testing.
- 1.5. **Order** – a written document provided to the Service Provider on the basis of the Contract, delivered via text message, email, and/or through the Customer's designated information system, specifying the quantities of Services, delivery addresses, and due dates.

### 2. OBJECT OF PROCUREMENT

2.1. **Services for determining the concentrations of pollutants of heavy metals and their compounds from the stack (Cadmium (Cd), Thallium (Tl), Antimony (Sb), Arsenic (As), Lead (Pb), Chromium (Cr), Cobalt (Co), Copper (Cu), Manganese (Mn), Nickel (Ni), Vanadium (V)).**

### 3. SCOPE OF THE OBJECT OF PROCUREMENT

- 3.1. The quantities of Services are given in Table 1 below:

Table 1

No.	Name of services	Measurement unit	Preliminary quantity <sup>1</sup> During the term of the Contract
1.	Heavy metal and their compound pollutant testing.	1 time.	4

### 4. PLACE OF THE PROVISION OF SERVICES

- 4.1. Services provided at: *Measurements are performed at the following address: Kauno kogeneracinė jėgainė, Jėgainės g. 6, Biruliškių kaimas, Kaunas district.*
- 4.2. Sample testing services are provided at: at the **laboratory specified by the Service provider.**

### 5. REQUIREMENTS FOR THE OBJECT OF PROCUREMENT

#### Description of the Object of procurement

- 5.1. ***To ensure seamless operation of UAB Kauno kogeneracinė jėgainė, this public procurement is carried out, and services for determining the concentrations of air pollutants (heavy metals) from the stack are purchased.***

Table 2

5.1.2. Heavy metal pollutant testing should include		
Testing parameter	Measurement units	Preliminary quantity during the contract term (2 years), times
(Sb+As+Pb+Cr+Co+Cu+Mn+Ni+V) and (Cd+Ti)	mg/Nm <sup>3</sup> , O <sub>2</sub> 11%	4

### 6. PROCEDURE AND TERMS OF SERVICE DELIVERY

- 6.1. *The service provider must arrive at the Facility at the specified address (Kauno kogeneracinė jėgainė, Jėgainės g. 6, Biruliškių kaimas, Kaunas district) on workdays and collect the emission pollutant samples at the location specified by the Customer, at a frequency agreed with the client.*
- 6.2. *Each test is initiated upon a separate order from the Customer. Instructions for starting the tests must be provided by the Customer to the Service Provider by email no later than 30 business days before the start*

<sup>1</sup> Indicative quantity of Services is specified. During the term of the Contract, the Customer has the right to adjust the quantity of Services purchased, without exceeding the maximum Contract price stated in the Contract. The Customer is not obligated to purchase the entire quantity of Services or any part thereof

*of the tests (the start of the test is considered the moment the Service Provider arrives at the Facility to collect the samples).*

- 6.3. Before providing the Services, the Service Provider and the Customer must confirm the start of the tests within 3 business days from the day the Customer submits the order.*
- 6.4. Samples must be taken in compliance with national and EU requirements.*
- 6.5. The tests must be conducted in a laboratory certified to perform heavy metal and their compound tests.*
- 6.6. The laboratory must be officially accredited.*
- 6.7. After completing the tests, the Service Provider must prepare an electronic and written report of the test results and submit it to the Customer. The report must be provided in English.*
- 6.8. The report must be submitted to the Customer in electronic format (on digital media), in MS Office and \*.pdf formats, including the author's signature, no later than 20 business days after the tests are conducted.*
- 6.9. The Service Provider must bring their own sample storage containers.*
- 6.10. The Service Provider ensures that the sample storage containers are clean, secure, and properly sealed.*
- 6.11. The Service Provider ensures that the quality of the samples is not compromised during transportation.*
- 6.12. If the Customer has doubts about the test results, the Service Provider must perform additional tests, and the costs of these tests will be borne by the Party at fault.*
- 6.13. The Service Provider must keep the test results for 5 years.*

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## **7. QUALITY AND REMEDY OF AND DEFECTS**

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- 7.1. Deficiencies in the Services and/or the Service results are considered to be non-compliance with the Technical Specifications requirements.
- 7.2. The Customer shall have the right to contact the Service Provider for rectification of the deficiencies in the Services and/or Service results no later than **5 (five)** business days from the signing of the acceptance report of the provided Services or the recording of deficiencies.
- 7.3. A **5 (five)** business day period is established for the rectification of deficiencies identified by the Customer in the Service results.
- 7.4. For failure to correct the identified deficiencies in the Services or results thereof within the term specified in paragraph 7.3, upon the Customer's request, the Service Provider shall pay the Customer a penalty of 0.05% of the price of the defective Services for each delayed business day, but in any case, no less than 20.00 EUR (twenty euro 00 cents) for the entire period of delay.

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## **8. PAYMENT TERMS**

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- 8.1. The Customer shall pay the Service Provider for the actual high-quality Services provided within 30 (thirty) days from the date of receiving the invoice.
- 8.2. Invoices for the Services provided in the previous month must be submitted by the Service Provider to the Customer by the 5th calendar day of the current month.