

## TECHNINĖ SPECIFIKACIJA

### I DALIS. PIRKIMO OBJEKTO APRAŠYMAS

#### 1. SAŲOKOS

**Pirkėjas**– UAB „LTG Link“.

**Tiekėjas**– ūkio subjektas – fizinis asmuo, privatusis juridinis asmuo, viešasis juridinis asmuo, kitos organizacijos ir jų padaliniai ar tokių asmenų grupė, su kuriuo Pirkėjas sudaro Sutartį.

**Prekės** – Pesa 730 komplektuojančios dalys

**Sutartis** – Sutartis, sudaroma tarp Tiekėjo ir Pirkėjo dėl Pirkimo objekto.

#### 2. PIRKIMO OBJEKTAS

2.1. Pesa 730 komplektuojančios dalys (toliau – **Pirkimo objektas**).

2.2. Pirkimas skaidomas į 2 pirkimo objekto dalis:

- Elektronikos atsarginės dalys;
- Mechaninės atsarginės dalys

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

### 3. PIRKIMO OBJEKTO APRAŠYMAS

3.1.1. Pristatymo metu Prekė turi būti nauja, nenaudota, neturėti mechaninių ar kitų pažeidimų.

3.1.2. Prekė turi būti pilnai sukomplektuota, surinkta.

3.1.3. Prekėms Tiekėjas turi suteikti gamyklos gamintojos arba techninėje norminėje dokumentacijoje nustatytą, bet ne trumpesnę nei 12 (dvylikos) mėnesių garantiją skaičiuojant nuo Prekių priėmimo – perdavimo akto pasirašymo dienos.

3.1.4. Į prekę kainą turi būti įskaičiuotos visos pakavimo, pakrovimo / iškrovimo bei transportavimo išlaidos.

#### 3.2. Pirkimo objektui keliami teisės aktų, standartų ir Pirkėjo vidaus teisės aktuose keliami reikalavimai

##### Pirkimo objektui taikomas žalasis kriterijus

4.4.4.4. Prekė yra tvirta, ilgaamžė, funkcionali, ji ar jos sudedamosios dalys tinka naudoti daug kartų ir (ar) lengvai pataisomos, ir (ar) pakeičiamos.

### 4. KARTU SU PASIŪLYMU PATEIKIAMAI DOKUMENTAI

Eil. Nr.	Pavadinimas	Reikalavimai turiniui ir formai
4.1	<p>Tiekėjas tiekdamas lygiavertę prekę privalo pateikti:</p> <p>Siūlomų prekių techninių charakteristikų atitiktį įrodančių dokumentų kopijas. Techninių charakteristikų atitiktį įrodančiais dokumentais gali būti: atitikties sertifikatai, gamintojo techniniai aprašai (arba nuoroda į gamintojo tinklalapį, įrodanti, kad siūloma prekė atitinka techninės specifikacijos, reikalavimus) ar analogiški dokumentai, įrodantys siūlomų prekių parametrų atitikimą techninės specifikacijos reikalavimams.</p>	<p>Elektronine forma, lietuvių arba anglų kalba.</p>

## 5. SUTARTIES VYKDYMO METU TEIKIAMAI DOKUMENTAI

Eil. Nr.	Pavadinimas	Reikalavimai turiniui ir formai	Teikimo momentas
5.1	Prekės kokybę įrodantys dokumentai (sertifikatai arba aprašymai, arba pasai)	Teikiamas popierine ar elektronine forma, Lietuvių arba anglų kalba	Teikiamas su kiekviena Preke
5.2	Prekės priėmimo – perdavimo aktas	Teikiama popierine arba elektronine forma prekės pristatymo metu.	Teikiamas su kiekviena Preke
5.3	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 (Pirkėjui/Užsakovui pareikalavus – patvirtintas vertėjo parašu ir vertimų biuro anspaudu).	Kartu su pateikiamais dokumentais

## II DALIS. PRIEVOLIŲ VYKDYMAS

### 1. PRIEVOLIŲ VYKDYMO VIETA:

- Švitrigailos g. 39 Vilnius;
- Pramonės g. 78 Vilnius

### 2. PRIEVOLIŲ VYKDYMO TVARKA IR TERMINAI

#### 2.1. Užsakymų vykdymo terminai:

Prekės turi būti pristatomos ne vėliau kaip per tiekėjo pasiūlyme nurodytą terminą, bet ne vėliau kaip per 260 (du šimtus šešiasdešimt) kalendorinių dienų nuo užsakymo pateikimo el. paštu tiekėjui dienos.

#### 2.1.1. Užsakymų teikimo tvarka:

Užsakymai teikiami el. paštu.

#### 2.1.2. Užsakymų vykdymo tvarka

Tiekėjas turės pristatyti Prekes Techninės specifikacijos II dalies 1 punkte nurodytais adresais (užsakyme bus nurodomas konkretus adresas) Pirkėjo darbo laiku (I-IV 8:00 – 17:00 val., V 8:00 – 15:45 val.)

#### 2.2. Priėmimo–perdavimo akto pasirašymo tvarka

5 (penkios) kalendorinės dienos nuo Prekių pristatymo.

#### 2.3. Trūkumų šalinimo tvarka ir terminai

Jeigu pristatymo ar garantinio periodo metu paaiškėja, kad Prekės nekokybiškos, Tiekėjas privalo pašalinti trūkumus arba pristatyti naujas Prekes ne vėliau kaip per Tiekėjo pasiūlyme nurodytą prekių tiekimo terminą nuo pranešimo el. paštu apie Prekių trūkumus gavimo dienos.

**TENDER**  
**FOR THE PURCHASE OF PESA 730 SET COMPONENT PARTS, 24540**

16.08.2023.  
(Date)

**1. INFORMATION ABOUT THE SUPPLIER<sup>1</sup>**

Name(s) of supplier or supplier group members	Public Transport Service Spółka z ograniczoną odpowiedzialnością
Country(ies) of registration of supplier or supplier group members	
Document confirming the country of registration	
Name/name, surname of the person controlling <sup>2</sup> the supplier. In the absence of a controlling person, the justification is given here	
Name / name, surname of a person / persons related <sup>3</sup> to the person / persons controlling the Supplier and a percentage of shares/interests held jointly by them	
Controlling person's country of registration or country of permanent residence, nationality	

<sup>1</sup> The supplier must fill in the table and indicate documents (title, page, clause) or publicly available sources of information (link to a specific source of information with a precise explanation) in the corresponding column of each table. The Supplier is not required to submit the documents indicated in the tables with the Tender. The documents which the potential winner will be required to submit according to the Tender Form are specified in the Procurement Documents.

<sup>2</sup> In each row of the table, the supplier must indicate in the column next to the controlling person all the controlling persons and the characteristics on the basis of which the persons concerned are considered the controlling persons. The controlling person is understood as defined PPL in Article 2(15<sup>1</sup>) / Article 2(4<sup>1</sup>) of the PL: "**Controlling person** means the owner of an individual enterprise or a legal or natural person who controls another legal entity:

1) by holding, directly or indirectly, more than 50% of shares, interests, contributions and/or votes at the meeting of participants of that legal entity, or  
2) by holding, jointly with other related persons, more than 50% of shares, interests, contributions and/or votes at the meeting of participants of that legal entity and the size of whose holding is not less than 10% of shares, interests, contributions and/or votes at the meeting of participants of that legal entity. **Related persons are considered to be:**  
a) in case of being a legal person – persons whose annual financial statements shall be consolidated in accordance with the Law of the Republic of Lithuania on Consolidated Financial Reporting by Groups of Undertakings, or persons whose annual financial statements shall be consolidated in accordance with the legislation implementing the requirements pursuant to Directive 2013/34/EU;  
b) in the case of being a natural person – spouses, parents and their children (adopted children)."

<sup>3</sup> Related persons are considered the persons as defined in Article 2(15<sup>1</sup>) of the PPL / Article 2(4<sup>1</sup>) of the PL.

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Document confirming country of registration/Country of permanent residence and citizenship (title, page, clause)	[REDACTED]
Code(s) of the legal entity of the supplier or members of the supplier group (in case the Tender is submitted by a natural person – business certificate No. or similar)	National Register Of Court (KRS): 0000604846
VAT payer code(s) of the supplier or supplier group members	PL 5223055644
A member of the supplier group, representing or managing the supplier group (to be completed if the Tender is submitted by a group of suppliers)	-
Address, telephone number, e-mail address of the supplier or representative member of the supplier group	Al. Solidarności 75/26, 00-090 Warsaw, Poland, Tel.: +48 601 052 569, e-mail: office@publictransportservice.com
Name, bank code, account number of the supplier or representative member of the supplier group	[REDACTED]
Name, surname, position of the supplier's person authorized to sign the contract	[REDACTED]
Name, surname, telephone number, e-mail address of the supplier's person responsible for participating in the procurement	[REDACTED]

**We indicate for which parts of the Procurement Object we are submitting a Tender:**

Part of the Procurement Object	Mark the parts for which the tender is submitted - <input checked="" type="checkbox"/>
Part I of the Procurement Object – Electronic spare parts	<input checked="" type="checkbox"/>

## 2. INFORMATION ABOUT THE SUB-SUPPLIERS<sup>4</sup>

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 7 has to be completed (part of contractual obligations, as a percentage, for assigning to a Sub-supplier or a portion of the tender price):

Serial No.	Name and country of registration of the sub-supplier <sup>5</sup>	Document confirming the country of registration <sup>6</sup>	Name/ surname <sup>7</sup> of the person controlling <sup>8</sup> the sub-supplier. In the absence of a controlling person, the justification is given here	Country of registration of the person/countries of permanent residence and citizenship	Document confirming the country of registration/ country of permanent residence and citizenship	The share of contractual obligations transferred to the supplier in percentage or amount from the tender price
1	2	3	4	5	6	7
1.	-	-	-	-	-	-
2.	-	-	-	-	-	-

**We provide declarations of Sub-suppliers with the Tender.**

## 3. QUALITATIVE PARAMETERS OF THE TENDER

Applies to all parts of the purchase object.

The proposed procurement object meets the requirements specified in the procurement documents and has the following characteristics:

<sup>4</sup> To fill in, if Sub-suppliers are used. The supplier must fill in the table and indicate documents (title, page, clause) or publicly available sources of information (link to a specific source of information with a precise explanation) in the corresponding column of each table. The Supplier is not required to submit the documents indicated in the tables with the Tender. The documents which the potential winner will be required to submit according to the Tender Form are specified in the Procurement Documents.

<sup>5</sup> If a subcontractor is a natural person, 1) permanent residence and 2) nationality is indicated.

<sup>6</sup> See footnote 5

<sup>7</sup> This column of the table shall indicate the person(s) controlling the Subcontractor and the persons related to it/them within the meaning of Article 2(15<sup>1</sup>) of the PPL / Article 2(4<sup>1</sup>) of the PL and a percentage of shares/interests held jointly by them

<sup>8</sup> See footnote 2

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1 p.o.p. - Electronic spare parts

Serial No..	Quality criteria according to the tender evaluation procedure established in the procurement documents	Criterion value proposed by the supplier (calendar days) (to be completed by supplier) *
1	2	3
1.	Term of service provision in calendar days (B)	129,36

\* If the expected deadlines are different, indicate the average of the deadlines.



#### 4. TENDER PRICE

The prices of the goods must be specified in " Annex\_no\_4\_to\_the\_tender\_PRICE\_TABLE ". The tender price indicated below (Eur without VAT) must coincide with the Total tender price (Eur without VAT) specified in Annex 4 of the tender form.

1 p.o.p. - Electronic spare parts

<b>Tender price (without VAT)<sup>9</sup></b>	<b>45261,68</b>
<b>VAT* (specify a percentage)</b>	-
<b>Tender price (Amount of tender price (without VAT) and VAT)<sup>10*</sup></b>	<b>45261,68</b>

\* If the "VAT" field is not filled in, indicate the reasons why VAT is not paid<sup>11</sup>:

Delivery of parts from an EU country other than Republic of Lithuania, VAT is not paid because it is not a transaction between domestic entities of the Republic of Lithuania

<sup>9</sup> 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.

<sup>10</sup> The "Tender price with VAT" must include all taxes and all costs incurred by the supplier in accordance with the requirements of the procurement documents.

<sup>11</sup> 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".

<sup>12</sup> 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.

<sup>13</sup> The "Tender price with VAT" must include all taxes and all costs incurred by the supplier in accordance with the requirements of the procurement documents.

<sup>14</sup> 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".

## 5. OTHER INFORMATION

The following documents are submitted together with the tender:

Serial No.	Document	Name of the attached file
1.	Declaration of compliance with national security requirements	Declaration of compliance with national security requirements
2.	Annex_no_4_to_the_tender_PRICE_TABLE 16.08.23 <sup>^</sup> Electronic spare parts	Annex_no_4_to_the_tender_PRICE_TABLE 16.08.23 <sup>^</sup> Electronic spare parts
3.	Annex_no_4_to_the_tender_PRICE_TABLE 16.08.23 <sup>^</sup> Mechanical spare parts	Annex_no_4_to_the_tender_PRICE_TABLE 16.08.23 <sup>^</sup> Mechanical spare parts
4.	AKSEL declaration	AKSEL declaration

## 6. ANNEXES

Annex No. 1 – Tender confidential information (completed only at the request of LTG).

Annex No. 2 – Declaration of consent to be a sub-supplier.

Annex No. 3 – Supplier’s declaration of compliance with national security requirements.

By signing this tender, I confirm that:

- 1) the data provided in the tender documents are true;
- 2) the proposed procurement object fully meets the requirements set out in the procurement documents;
- 3) I agree with all the conditions specified in the procurement documents;
- 4) The tender is valid until the deadline set in the procurement documents;
- 5) **IT IS NECESSARY TO SPECIFY:** my (and other members of the supplier group (if the offer is submitted by a supplier group) and economic entities whose capabilities I rely on (if the capabilities of economic entities are relied upon)), compliance with the requirements for supplier qualifications: has not / has-(delete unnecessary) changed: (yes, has-changed / no, has not changed) **(delete unnecessary)**.
- 6) 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

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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).

7) 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.



\_\_\_\_\_  
(Position, name, surname and signature of the supplier or its authorized person)

1 p. d. (p. p.). 1. Elektroninis šaržinis daly / Electronic spare parts

El. ar/bei w no.	Rūšies/Tipas Type of train	Prodių pavadinimas (arba lygiavertis)** Name of spare part (Or equivalent***)	Būrinė (katalogo) Nr. (arba lygiavertis)** Drawing number (or equivalent***)	Silomonis prekės techninis (katalogo) Nr. (arba lygiavertis)** Offered Product drawing (catalog) no. (filling supplier)	Mato vnt. (vnt) Unit	Tiekimo terminas, t. d. / Delivery time in calendar days (filling supplier)	*1 vnt. kainas, Eur be PVM / Price per unit, EUR excl. VAT (filling supplier)	Kaina, EUR be PVM (įskaitant siuntimo ir pristatymo / Kaina / Price per unit, EUR excl. VAT (including shipping and delivery costs) (filling supplier)	Silomonis prekės kilmės šalis (pils) / Country of origin of the product (filling supplier)	Prekės kilmės šalis (pils) / Country of origin of the packaging (filling supplier)	Silomonis prekės pavadinimas ir pakeičiamas ir (arba) kilmės šalis (pils) / Manufacturer's name and goods' country of origin (filling supplier)	Gamtinopj registracijos šalis (pils) / Manufacturer's country of registration (filling supplier)
1	2	3	4	5	7	8	9	10	11	12	14	15
1.	730ML	modulis degių AKSEL	ASP2000	ASP3000	PCS	3	50	5731,22	17163,66	Poland	Poland	Poland
2.	730ML	Keitikis GV19	Converter GV19	LK 4601-9ER	PCS	1	14	1683,92	1683,92	Slovakia	Poland	Slovakia
3.	730ML	vožtuvo ritės Danifoss	valve coil Danifoss	018F7397	PCS	1	21	28,74	28,74	Poland	Poland	Poland
4.	730ML	Temperatūros jutiklio signalo keitikis Blokėlis PT1	Temperature sensor signal converter Block PT1	CANopen ID:XS BRTD (SYS TEC)	PCS	1	28	634,88	634,88	Poland	Poland	Poland
5.	730ML	Relė Bender	Relay Bender	IR425-04-1	PCS	4	14	531,20	2124,80	Poland	Poland	Poland
6.	730ML	Blokas Selection	Block Selection	DOT 732-T/72A (44530104)	PCS	4	255	1264,29	3057,16	Switzerland	Poland	Switzerland
7.	730ML	Blokas Selection	Block Selection	DOT 732-TW (44530102)	PCS	4	255	1534,04	6136,16	Switzerland	Poland	Switzerland
8.	730ML	Blokas Selection	Block Selection	DOT 733-TR (44530106)	PCS	4	255	737,73	2956,92	Switzerland	Poland	Switzerland
9.	730ML	Blokas Selection	Block Selection	AIT 733-1G/12B (44530002)	PCS	4	255	1021,45	4086,80	Switzerland	Poland	Switzerland
10.	730ML	Blokas Selection	Block Selection	BDC 733-TG 44530002	PCS	4	255	1300,63	4402,52	Switzerland	Poland	Switzerland
11.	730ML	langis pūpliojimo vandens surūšys.	Window cleaning water pump.	MARCO UP34, 20V, 2Bar, 15lit/min, 5A	PCS	4	21	248,28	9931,12	Italy	Poland	Italy
PASILYMO KAINA EUR BE PVM / TENDER PRICE EUR WITHOUT VAT											46264,68	

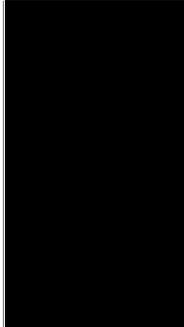
\*) Prekis kainų turi būti įskaitomose visose pakavimo, pakrovimo / iškrovimo bei transportavimo šaliuose.

\*\*) The price of the product must include all packaging, loading/unloading, and transportation costs.

\*\*\*) Nurodytas kiekis yra naudojamas tik palyginimui. LTC priemonė objekto įrengimui. LTC priemonė objekto įrengimui. LTC priemonė objekto įrengimui. LTC priemonė objekto įrengimui. LTC priemonė objekto įrengimui.

\*\*\*\*) The specified quantity is used only for comparing offers. LTC will purchase the procurement object as needed up to the maximum amount specified in the contract.

\*\*\*\*\*) The product may be equivalent, but must meet the requirements set forth in the technical specification and other documents.



**CONTRACT FOR PURCHASE AND SALE OF GOODS No\_\_  
SPECIAL TERMS AND CONDITIONS**

2023

Vilnius

**UAB „LTG Link“**, legal entity code **305052228**, represented by the Head of Corporate activities Indrė Kisielienė, acting in accordance with the reauthorization of 2023-10-17 No JG(LINK)-28/2023 (hereinafter referred to as the **Buyer**), and Public Transport Service Spółka z ograniczoną odpowiedzialnością, legal entity code 0000604846, represented by Chairman of the Board Robert Karwasz, operating in accordance with statutes (hereinafter referred to as the **Supplier**), hereinafter collectively referred to as the **Parties**, and each individually as the **Party**, have entered into this contract of purchase and sale of goods and agreed on the following terms and conditions:

**1. SUBJECT MATTER OF THE CONTRACT**

1.1. The subject matter of the contract shall be the purchase-sale of **Pesa 730 set component parts** goods (hereinafter referred to as the **Goods**).

The procurement object is divided into two procurement object parts (hereinafter – p. o. p.):

**I procurement object part – Electronic spare parts.**

1.2. The names, quantities, prices, technical characteristics and requirements for the supply of goods shall be specified in the General Terms and Conditions of the Contract (hereinafter referred to as the **GTC of the Contract**), the Special Terms and Conditions of the Contract (hereinafter referred to as the **STC of the Contract**) and other annexes to the Contract, including the technical specification (hereinafter referred to as the **TS**), which shall for an integral part of the Contract, all of the aforementioned documents shall collectively be referred to as the **Contract**.

**2. PRICING AND PAYMENT TERMS AND CONDITIONS**

**1 p.o.p.**

2.1. The Contracts price:

2.1.1. The Contract price (initial contract value) EUR **44 940,00** (Forty-four thousand nine hundred and forty euros, 00 ct)

2.1.2. VAT (0%) VAT is not applicable according to Article 138 of the VAT Directive 2006/112/EC.

2.1.3. Amount for additional procurement: no more than 10% of the relevant part of the procurement object's Contract price excluding VAT (additional acquisition applies to each p.o.p. separately), which is included in the Contract price excluding VAT.

2.2. The Contract Price shall not change during the entire period of validity of the Contract, except if the Contract Price is changed in accordance with the established procedure and conditions by the Article 97 of the Law of the Republic of Lithuania on Procurement Performed by Contracting Authorities in the Field of Water Management, Energy, Transport and/or Postal Services or it is changed according to the procedure clearly and precisely provided for in the Contract (if a revision is applied or the rates are reduced by agreement of the Parties).

2.3. The rates of Goods (one or more rates) may be revised in a manner clearly and precisely provided for in the Contract (if the Contract provides for a review procedure of the rates) or may be reduced by written agreement of the Parties outside of the review procedure due to changes in market prices or other objective reasons (e.g., due to the currently applied discounts by the Supplier, etc.), without amending other terms and conditions as well as the scope of the Contract. The Party seeking to reduce the rate(s) shall apply in writing to the other Party, upon whose approval, an agreement shall be signed to the Contract. When reducing the price and/or rate(s), other terms and conditions of the Contract may not be amended, except for the cases of amendments of the Contract provided for in the Contract or if the amendment is carried out in accordance with the provisions of legislation.

2.4. The quantity of goods shall be expressed at the maximum amount of funds allocated for the acquisition of goods (clause 2.1 of the STC of the Contract). The preliminary quantities specified in the Contract (annexes thereof) shall be intended only for the purpose of evaluation of tenders, which may change according to the Buyer's needs (the quantities indicated in each line may increase or decrease), not exceeding the Contract Price.

2.5. Based on the Methodology, the Contract shall determine the method of calculating the Contract Price: **Fixed rate pricing with up to 10 percent additional acquisition**: The fixed rates of the Goods shall

be specified in Annex No. 1 of the STC of the Contract, which cannot be changed during the period of validity of the Contract, except if the Contract clearly and precisely provides for the procedure for reviewing the rates. The Goods shall be purchased according to the Buyer's needs and the Buyer shall not be obliged to buy all the Goods or the minimum quantity thereof, unless otherwise specified in the TS. The Contract rates shall include all fees and any other direct and indirect costs and charges incurred and/or likely to be incurred by the Supplier in connection with proper performance of the Contract, including without limitation, customs duties. In case of delivery of goods and where customs duties levied on goods are paid by the Buyer, the Supplier must compensate the total paid amount to the Buyer not later than within 10 (ten) calendar days from demand, in case of the Supplier's failure to pay when due the Supplier shall pay the Customer late interest at the rate of 0.05% (zero point zero five percent) of the overdue amount excluding VAT.

**The procedure for reviewing the rates shall be applied to the Contract:**

The first recalculation of the rates excl. VAT may be carried out after the entry into force of the Contract on the basis of a written request from one of the Parties to the Contract, but not earlier than after 6 (six) months from the date set in the Procurement for the submission of final tenders. Periodicity of rate recalculation – no more often than every 6 (six) months after the last recalculation of the Contract rates (the last recalculation of the Contract rates shall be considered to be the date of entry into force of the last agreement on the revision of the Contract rates (hereinafter referred to as the **agreement**)).

Rates shall be reviewed only for the part of the Contract that is not redeemed, i. e. goods that are not accepted by a deed and paid for. The subsequent recalculation of rates may not cover the period for which the recalculation has already been carried out.

If the supply of goods is delayed due to the fault of the supplier, the rates of the delayed goods shall not be recalculated due to the rise in the price level (cannot be increased), but shall be recalculated due to the fall in the price level (can be reduced) in the following procedure and conditions.

After the Parties conclude an agreement, the recalculated rates excl. VAT shall be applied to goods that were not actually accepted under the deed and paid for before the date of receipt of the Party's request for the other Party to review the rates.

When performing the recalculation, the Parties shall be guided by the data from the Database of Indicators published publicly on the official statistics portal of State Data Agency in accordance with the following criteria, without requiring the other Party to provide an official document or confirmation issued by the State Data Agency or another institution.

Contract rates excl. VAT shall be recalculated at the periodicity specified in the procedure according to the Consumer Price Index published monthly by State Data Agency: Construction Input Price Index: "Consumer Goods and Services" (hereinafter referred to as the **Index**) (<https://osp.stat.gov.it/statistiniu-rodikliu-analize#/>), if one of the following conditions exists:

the coefficient of change (K) is in the range (inclusive) between 0.95 – 1.05 ( $0.95 \leq K \leq 1.05$ ), in which case, by the date of receipt of the request to review the Contract rates, the rates of goods / services that are actually not accepted and unpaid excl. VAT shall be converted (reduced) to the rates excl. VAT provided in the supplier / service provider's tender / final tender. The coefficient of change (K) shall be calculated as follows.

or

the coefficient of change (K) is greater than 1.05 ( $K > 1.05$ ) or less than 0.95 ( $K < 0.95$ ), in which case the review shall be carried out in the following order.

The coefficient of change of the index (K) shall be calculated as follows:

The Parties to the Contract hereby confirm that they assume the risk of 0.05 increase and/or decrease in the Index change factor. During the review of the Contract price, if the Index change coefficient (K) goes out of the range of 0.95 – 1.05 (inclusive), the adjusted Index change coefficient ( $K_D$ ;  $K_M$ ) shall be subtracted from the calculation (if the Index change coefficient is greater than 1.05 (Index change coefficient (K) > 1.05)) or a 0.05 part of its share shall be added (if the Index change coefficient is less than 0.95 (Index change coefficient (K) < 0.95)) as the risk assumed by the Parties to the Contract.

If  $(K) > 1.05$  or  $(K) < 0.95$  after the calculation in accordance with the procedure below, the rates of goods / services not actually accepted and unpaid, excl. VAT, shall be recalculated, multiplied by the coefficient of change in the revised Index ( $K_D$ ;  $K_M$ ).

The review shall be carried out according to the formulas:

$$K = (IP_b / IP_r)$$

Where:

**K** - Index change coefficient, which is indicated and applied to the accuracy of 4 (four) decimal places;

**IP<sub>r</sub>** – the Index value published at the beginning of the period, i.e. Index specified in the month of the end of the deadline for submission of final tenders (applicable in all cases of recalculation, when recalculating for the first and subsequent times);

**IP<sub>b</sub>** – the Index value published at the end of the period, i.e. The Index published on the day of receipt of the written request of the Party to the Contract (where such right has been acquired in accordance with the provisions of the procedure) to review the rates of the Contract.

If K is greater than 1.05, then its share of 0.05 shall be subtracted and the adjusted Index change coefficient  $K_D$  shall be calculated:

$$K_D = K - 0.05$$

If K is less than 0.95, then its share of 0.05 shall be added and the adjusted Index change coefficient  $K_M$  shall be calculated:

$$K_M = K + 0.05$$

Where:

$K_D$ ;  $K_M$  – coefficients of change in the adjusted Index.

The Parties shall enter into a written agreement in regards to the recalculated Contract rates excl. VAT. The Agreement shall include the following: Index value at the beginning of the period and the date of its determination, Index value at the end of the period and the date of its determination, Index change coefficient (K), revised Index change coefficient ( $K_D$ ,  $K_M$ ), recalculated fixed rates, recalculated Contract price excl. VAT (initial Contract value if changed) and other information relevant for recalculation.

A Party seeking a review of the rates must contact the other Party in writing and provide all the necessary information in the request: the name, number, date of the Contract, a list of goods not transferred and unpaid with quantities, Index values with links to public sources in the official statistics portal of the State Data Agency, other important information (and information requested by the buyer / customer, documentation). In the request, the Party shall not have the right to indicate another Index or to request recalculation according to another Index than that specified in this procedure.

The Agreement must be concluded within 15 (fifteen) business days from the date of receipt of the appropriate request to recalculate the rates submitted by the Party.

By Agreement, the Parties shall not have the right to change the procedure specified in the procedure or other provisions of the Contract, except if the change is made in accordance with the provisions of the Republic of Lithuania Law on Procurement by the Entities, Operating in the Field of Procurement, Waste Water Management, Energy, Transport or Postal Services.

For the sake of legal clarity, the Parties hereby confirm that the revision of the rates of the Contract in accordance with the procedure established in the procedure shall not be considered a change to the Contract, but its execution in accordance with the procedure prescribed in the Contract, except if the procedure is changed by agreement.

The Buyer shall have the right to purchase the Goods not provided for in the Contract, but related to the subject matter of the Contract (hereinafter referred to as **unforeseen goods**), the total value of which shall be up to 10 percent of the Contract Price VAT exclusive during the entire period of validity of the Contract. This amount shall be included in the Contract Price and the total value of the Goods, including unforeseen goods, shall not exceed the Contract Price.

Unforeseen goods shall be paid for at the valid prices of these goods indicated at the Supplier's point of sale, catalogue or website on the day of the Order or, if such prices are not published, at competitive and market-appropriate prices offered by the Supplier. The Supplier shall have no right to supply unforeseen goods without the written consent of the Buyer. After receiving the prices of unforeseen goods provided by the Supplier (commercial offer), the Buyer shall conduct a market price survey (survey by phone and/or in writing and/or search in the electronic space, etc.), thereby evaluating whether the prices of unforeseen goods provided by the Supplier correspond to the market. If it is determined that the prices of the unforeseen goods offered by the Supplier are higher than the market, the Buyer shall request the Supplier to reduce them. Only after an objective evaluation and having supporting documents that the prices of the unexpected goods provided by the Supplier correspond to the market prices, they can be acquired after receiving the written (e-mail) consent of the Buyer.

All the provisions of the Contract shall apply to the quality, warranty period, transfer of unforeseen goods as well as Supplier's liability. If the quality requirements are not specified in the Contract or legal acts, then the quality shall correspond to a reasonable and not lower than average quality, objectively taking into account the nature, specificity and field of use of the unforeseen goods, after having previously coordinated in writing (e-mail) the quality requirements of the unforeseen goods with the Buyer.

The total price of the Goods procured under the Contract and unforeseen goods during the period of validity of the Contract may not exceed the Contract Price.

## 2.6. Payment terms and conditions:

2.6.1. Upon completion of the order, payment shall be made for the specific ordered quantity (volume) according to the established rates within 45 (forty-five) calendar days from the date of receipt of the Invoice, however, if the Contract is related to the financing of European Union funds or state budget funds, the payment time-limit may be extended up to 60 (sixty) calendar days.

### **3. SUPPLY OF GOODS**

3.1. Ordering and delivery of Goods shall be carried out under the terms and conditions provided for in the Contract, including the TS.

3.2. The place of supply, transfer - acceptance of Goods, works, services related to the supply of Goods and other terms and conditions of supply, transfer - acceptance, detailed description of placing orders for Goods and supply of Goods, time-limits shall be specified in the TS.

3.3. Goods must be delivered through: calendar days which are specified in Annex no 4 to the tender "PRICE TABLE".

### **4. QUALITY AND WARRANTY OF GOODS**

4.1. Defects in the Goods identified by the Buyer, expertise or the Supplier during the transfer - acceptance, during the validity of the warranty period and/or during the period of validity of the Contract shall be rectified in accordance with the procedure and time-limits provided for in the TS.

4.2. The periods of validity of the quality warranty shall be specified in the TS. If the period of validity of the quality warranty is not set in the TS, Article 6.364 of the Civil Code of the Republic of Lithuania shall be applied. The Supplier shall rectify all defects of the Goods at its own costs throughout the period of validity of the Goods' warranty period, and if it has not been specified, then two years after the transfer of the signing of the Deed of Transfer-Acceptance of the Goods. In all cases, the Deed of Transfer-Acceptance of the Goods shall not exempt the Supplier from eliminating the defects in the Goods.

4.3. If the most economically advantageous tender in this Procurement has been evaluated on the basis of the price/quality criteria, the Service Provider undertakes to ensure compliance with the indicators set out in its tender (in accordance with the criteria for the most economically advantageous tender) and their full implementation throughout the term of the Contract. In the event of non-compliance, deficiencies shall be remedied at the Service Provider's expense within the time limit set out in clause 4.1 of the Contract SC.

### **5. LIABILITY OF THE PARTIES**

5.1. If the Supplier is late in executing the order, delivering the Goods or rectifying their defects (including delays after the expiration of the Contract), from the next day of delay the Buyer shall charge the Supplier default interest in the amount of 0.05 (five hundredths) percent for each calendar day from the price VAT exclusive of Goods not delivered on time or having defects.

5.2. If the Buyer, after receiving a duly submitted and completed Invoice, delays the payment for the quality Goods duly transferred by the Supplier within the time-limit specified in the Contract, from the next day of delay the Supplier shall charge the Buyer a default interest of 0.05 (five hundredths) percent of the unpaid amount VAT exclusive for each calendar day of delay.

5.3. If the Supplier fails to perform other obligations provided for in the Contract (at least one), for which no specific time-limit is set in the Contract, the Buyer shall apply to the Supplier in writing (by e-mail or through the information system agreed upon by the Parties) and set a time-limit for the performance of these contractual obligations and eliminating the discrepancies in the performance of the obligations. If the Supplier is late in properly performing contractual obligations and/or eliminating discrepancies in the performance of contractual obligations within the specified time-limit, it shall pay default interest in the amount of 0.05 (five hundredths) percent, calculated from **order values without VAT**, for each calendar day of delay.

5.4. The maximum limit of payable penalties by the Party, determined in Chapter 5 STC of the Contract, shall be set at 20 (twenty) percent of the Contract Price VAT exclusive. The specified amount shall not include the value of damages and sanctions applied by third parties. The specified amount does not include the value of damages and sanctions applied by third parties.

5.5. The penalties (if they are not set off) and/or accrued losses shall be paid to the other Party within 45 (forty-five) calendar days from the date of receipt of the claim.

### **6. SECURITY OF PERFORMANCE OF THE CONTRACT**

6.1. The performance of the contract shall be secured by the penalties provided for in the Contract: fines and defaults.

### **7. THE VALIDITY OF THE CONTRACT**

7.1. The Contract shall be considered to be concluded and enter into force on the next day after the mutual signing of the Contract.

7.2. The contract shall be valid until the full performance of the obligations, however, no longer than than 26 (twenty-six) months. The maximum time-limits for the supply of Goods, including the time-limits for ordering Goods, which shall be included in the maximum time-limit for the supply of Goods, shall be 24 (twenty-four) months, which shall be calculated from the date of entry into force of the Contract. The period of the validity of the Contract and the maximum time-limit for the supply of the Goods cannot be exceeded, except in cases where the time-limits are extended in accordance with the procedure established in the Contract or during the period when the Supplier is late in delivering the Goods and penalties are calculated for it until the Goods are transferred and paid for.

## 8. INTELLECTUAL PROPERTY

8.1. All intellectual property rights to the Items and data related to them belong to the Supplier/manufacturer.

8.2. The Supplier/manufacturer transfers the intellectual property rights to use, resell, transfer, and repair the Items to the Buyer without additional charge, irrevocably, without being limited to the territory and term (as long as this does not violate the warranty service rules). Compensation to the Supplier for the transfer of the specified rights and the transfer of the Items themselves to the Buyer's ownership is included in the rates of the Items.

8.3. The Supplier undertakes to indemnify the Buyer against any claims arising from intellectual property rights, including but not limited to patent, trademark, industrial design owner's (user's) rights (registerable or not), rights arising from applications for registration of any of the aforementioned rights, copyright, database producers' (sui generis) rights, firms, companies, organizations, owners of business names or names and other similar rights or obligations, regardless of whether they are registered in Lithuania or other countries, or unregistrable, as stipulated in the Contract, except for cases where such a violation occurs due to the Buyer's fault.

8.4. The Supplier does not have the right to use the Buyer's or AB "Lietuvos geležinkeliai" group of companies' symbols, name and brand in advertising and marketing, as well as to use intellectual activity results created by the Buyer, without the prior written consent of the Buyer. In case of violation of the requirement, the Supplier shall be fined 1 (one) per cent of the Contract price excluding VAT.

## 9. OTHER PROVISIONS

9.1. The Supplier shall not be considered as being associated with the Buyer according to the valid legal acts of the Republic of Lithuania (Law on Value Added Tax, Income Tax, Personal Income Tax).

9.2. The Supplier is not a registered VAT payer in the Republic of Lithuania. The supplier is registered as a VAT payer in the Republic of Poland.

9.3. The Contract shall be concluded in **Lithuanian and English** in 2 (two) copies of equal legal force, one for each Party. If inconsistencies between the provisions of the Contract in the English and Lithuanian versions become apparent, the provisions in the Lithuanian language will prevail. The Contract can be signed with qualified electronic signatures.

9.4. In the event of a replacement of any of the following persons, the Party shall notify the other Party in writing and specify the data of the newly appointed person, a separate agreement shall not be signed, and the notification regarding the replacement of person shall be considered to be an integral part of the Contract.

BUYER	SUPPLIER
Contract owner: <b>UAB „LTG Link“</b>	<b>Public Transport Service Spółka z ograniczoną odpowiedzialnością</b>

**The Supplier during the performance of the Contract must comply with all the requirements set out in the Procurement documents, including the Contract and Annexes thereto, and ensure proper and continuous implementation of all the criteria, including green, quality, and national security criteria.**

The national security criteria applied during the conduct of the Procurement and the performance of the Contract:

- Sanctions: the supplier and the procurement object proposed by it, as well as persons engaged by it, are not subject to international sanctions implemented by the Republic of Lithuania, 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;
- 58(4)(1) of the PL (see the wording of the requirement in the Law).

9.5. Annexes to the STC of the Contract:

Annex no. 1 – Supplier 's tender (the tender form provided by the Supplier during the Procurement shall be attached, the entire tender with annexes shall be stored in the CVP IS);

Annex no. 2 – Technical specification;

Annex no. 3 – GTC of the Contract;

## 10. ADDRESSES AND DETAILS OF THE PARTIES

**Buyer**  
**UAB „LTG Link“**

Įmonės kodas 305052228  
PVM kodas LT LT100012462811  
Geležinkelio g. 16, LT-02100 Vilnius

  
Tel. (8 5) 269 3265 El. p. info@ltglink.lt

Head of Corporate activities  
Indrė Kisielienė

\_\_\_\_\_  
(signature and the date of signature)

**Supplier**  
**Public Transport Service Spółka z ograniczoną odpowiedzialnością**

Legal entity code 0000604846  
VAT code PL 5223055644  
Al. Solidarności 75/26, 00-090 Warsaw, Poland

  
Phone +48881242881  
E-mail office@publictransportservice.com

Chairman of the Board  
Robert Karwasz

\_\_\_\_\_  
(signature and the date of signature)