

## TECHNICAL SPECIFICATION FOR GOODS AND SERVICES

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### DESCRIPTION OF THE SUBJECT OF THE CONTRACT

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#### 1. DEFINITIONS

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**Client** means LTG Infra AB.

**Supplier** means an economic entity, including a natural person, private legal person, public legal person, other organisations and their subdivisions or a group of such persons, with whom the Client concludes the Contract.

**Goods** means spare parts and consumables for Plasser & Theurer rail track maintenance machines, listed in Annex 1 to the Tender Form. *The tender price and details of the goods and services offered.*

**Services** means Plasser & Theurer rail track maintenance machine repair services specified in Annex 1 to the Tender Form. *The tender price and details of the goods and services offered.*

**Other Goods** means the Goods not included in the List of Specified Goods, but belonging to the same groups of goods (Annex 1 to the Tender Form). *The tender price and details of the goods and services offered*, column B "Product group" of Table 1).

**Contract** means the Contract concluded between the Supplier and the Client on the Subject of the Contract.

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#### 2. SUBJECT OF THE CONTRACT

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2.1. Repair services and spare parts for special rolling stock ("**Subject of the Contract**").

2.2. The Subject of the Contract is not subdivided into lots.

2.3. The Subject of the Contract includes: the purchase of spare parts and repair services for special rolling stock **Unimat 08-475 4S, Duomatic 09-32 CSM, BDS-200, RM-76**.

2.4. The Client seeks to procure Goods/Services whose technical requirements are described in this Technical Specification, the Contract and its Annexes.

2.5. The items and quantities of the Subject of the Contract are indicated in Annex 1 to the Tender Form. *The tender price and details of the goods and services offered.*

2.6. The groups of goods to be procured are indicated in column B "Product group" of Table B of Annex 1 to the Tender Form.

2.7. Services are divided into types: repair (replacement of defective parts with new ones), restoration (where the old parts are not replaced but restored to factory specifications) or tuning service (adjusting the operating parameters after repair or restoration).

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#### 3. REQUIREMENTS FOR THE SUBJECT OF THE CONTRACT

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##### 3.1. General requirements:

3.1.1. If the Technical Specification specifies a particular type, model, brand, applicable standard or other specific descriptive information of the goods to be procured, the Client shall be entitled to accept an equivalent product that meets the parameters or applicable standards of the goods specified in the Technical Specification. The Supplier undertakes to provide/justify/prove equivalence with the item specified in the document.

Where equivalent goods are offered, their characteristics must not be inferior (i.e. the same or better) to the requirements of the procurement documents, and the proposed equivalent goods must be capable of being used for their intended purpose without any restrictions (including but not limited to those listed):

- without additional changes to the interfacing elements;
- the use will not lead to accelerated wear, failure and/or loss of warranty of the interfacing elements;
- the expected service life is not shorter;
- no lesser level of technical progress.

3.1.2. The Goods and/or Services shall be purchased on the basis of the Client's requirements, i.e. in accordance with the orders placed by the Client with the Supplier in accordance with points 6.5 and 6.6. During the term of the Contract, the Client shall have the right to order the Goods listed in Annex 1 to the Tender Form and other Goods belonging to the Product groups specified in column B "Product group" of Table 1 of Annex 1 to the Tender Form.

3.1.3. When ordering other Goods from a Product group, the order shall specify the technical characteristics of the Goods. Other products are purchased by contacting the Supplier and requesting a quotation for a specific order.

3.1.4. The Supplier shall perform the Services at the Client's premises. In exceptional cases where this cannot be done at the Client's premises, the Supplier shall carry out the Services at its own premises and the transport shall be carried out by the Client.

3.1.5. The repair of individual elements must be carried out in accordance with an appropriate and technically acceptable repair technique, the repaired elements must be of an aesthetically pleasing appearance (free from deformation, corrosion, etc.) and protected from environmental influences. Safety-critical elements shall not be repaired by mechanical straightening, welding or any other means which may damage the structure of the metal, the strength, stiffness, fastening and other properties of the elements as specified by the manufacturer.

3.1.6. Spare parts and consumables, or equivalent to the original (i.e. complying with the technical and design specifications of the manufacturers of the specific rolling stock), must be new, original, unused, without physical or functional defects.

3.1.7. The Client must be able to purchase new spare parts, assemblies from the Supplier without installation service.

3.1.8. After repair, restoration and adjustment services, special rolling stock is tested, the functions of the working units are checked and all defects are rectified. The rolling stock shall be inspected visually, using tools or instruments if necessary, and the technical parameters of the equipment after repair shall be in accordance with the manufacturer's technical parameters.

3.1.9. After repair, the Supplier shall return the unusable parts to the Client if they are not secondary raw materials.

3.1.10. The Services shall be covered by a warranty of not less than 12 months from the date of signing of the Service Handover and Acceptance Certificate. Spare parts to be replaced or purchased shall be covered by a 12-month warranty or the warranty period specified by the manufacturer of the spare parts, but not less than 12 months from the date of signing of the Product Handover and Acceptance Certificate.

3.1.11. The Goods (including their manufacturers) and Services must not pose a threat to national security as specified in the Procurement Documents.

3.1.12. Green Criterion applied to the Subject of the Contract. In accordance with point 4.4.4.3 of Order No D1-508 of the Minister of Environment of the Republic of Lithuania of 28 June 2011 "On the approval of the Description of the procedure for the application of environmental protection criteria in the context of green procurement" (current wording), "the use of hazardous chemicals in the production of goods, services or works shall be minimised or eliminated, and shall be without environmental pollution and health risks".

Services must be carried out in a designated and adapted place. During the provision of services, it must be ensured that all liquids and chemicals used during the provision of services do not leach into the environment and the ground, i.e. do not contaminate the environment. The person providing the service must wear personal protective equipment. During the provision of services, it must be ensured that the health of the person providing the service is not endangered.

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#### **4. DOCUMENTS SUBMITTED TOGETHER WITH THE TENDER**

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4.1. The Supplier shall submit, together with the tender, a test report or certificate from a conformity assessment body established in the Republic of Lithuania, as an appropriate means of demonstrating how the equivalent goods offered by the Supplier comply with the requirements or criteria set out in the Technical Specification, the criteria for evaluating tenders, or the terms and conditions of the Contract, and shall also recognise certificates issued by equivalent conformity assessment bodies established in other countries. If the Supplier is unable to obtain the certificates or test reports referred to above, or is unable to obtain them within the time limit due to circumstances beyond the Supplier's control, and proves by objective, written evidence that the Goods comply with the requirements or criteria set out in the Technical Specification, with the criteria for evaluating tenders, or with the conditions for the performance of the Contract, the Buyer shall accept other appropriate means. However, self-declarations by the Supplier, where the Supplier is not the manufacturer of the Goods, without specific, technical evidence are not considered to be adequate means (all evidence, certificates and other documents must be submitted with the tender).

4.2. Documentation requirements: language of submission: Lithuanian or English. If the original document is in another language, the original document and a translation of the document into Lithuanian or English must be provided (certified by the translator's signature and the translation agency's seal, if requested by the Client).

## 5. DOCUMENTS SUBMITTED DURING THE PERFORMANCE OF THE CONTRACT

No.	Title	Content and format requirements	Moment of submission
5.1.	Copies of passports, technical descriptions of spare parts, assemblies, consumables, if available	Submitted in paper or electronic form	Submitted with each product or service performed
5.2.	Returned materials report, if not secondary raw materials	Submitted in paper or electronic form with signature	Submitted after the provision of the Repair Service
5.3.	Goods/Services Transfer and Acceptance Certificate	Submitted in paper or electronic form	Submitted with each product or service performed

## PERFORMANCE OF OBLIGATIONS

### 6. PROCEDURE FOR PRODUCT/SERVICE DELIVERY

6.1. Delivery locations: Šiauliai central warehouse, Dubijos g. 26, Šiauliai, or Šilų g. 9, Jonava (the address will be specified in the order).

6.2. Place of service: At the Client's registered office at Šilų 9, Jonava, or at the registered office of the Service Provider in accordance with point 3.1.4.

6.3. The Goods must be delivered no later than within 60 (sixty) calendar days from the date of placing the order. The delivery period may be extended by agreeing the delivery period with the Client.

6.4. Services must be provided no later than within 30 (thirty) calendar days from the date of the order.

6.5. Prior to ordering the Services, a representative of the Supplier shall be summoned by email or telephone, at a mutually convenient time, to carry out fault diagnostics in the presence of a representative of the Client. The diagnostics determine the type of service (repair, restoration or tuning service), list the spare parts, materials and labour time required for the service identified, on the basis of which the supplier submits a tender by email within 3 working days. The supplier's tender is examined and a service or spare parts order is placed.

6.6. Orders shall be placed at the Supplier's designated e-mail address and shall be deemed to have been received on the date of their submission.

6.7. In the order, the Client shall specify the spare parts to be purchased, services or Other Goods (if Other Goods are to be purchased, their characteristics), the quantities, and other terms and conditions of supply of the Goods (if applicable).

6.8. Where Other Goods are purchased, the Supplier shall, within ten (10) working days of receipt of the order, submit a Tender for the specific order, specifying the prices of the Other Goods, after application of the discount specified in the Tender, and the delivery time for the Other Goods (subject to the provisions of point 6.3). In the Tender, the Supplier must provide details of the country of origin of the Other Goods and the manufacturer of the Goods (name, legal entity code, country of registration).

6.9. Transport and unloading of spare parts will be at the Supplier's expense.

6.10. The Supplier shall not be entitled during the performance of the Contract to supply goods or services which do not comply with the requirements of the Procurement Documents and/or the supply of which is restricted due to international sanctions (as defined in the Law on International Sanctions of the Republic of Lithuania) and/or due to their threat to the national security, as defined in the Procurement Documents and in the Republic of Lithuania Law on Public Procurement/ the Republic of Lithuania Law on Procurement by Contracting Entities in the Water Management, Energy, Transport and Postal Services Sectors.

### 7. PROCEDURE AND DEADLINES FOR RECTIFYING DEFECTS

7.1. **Defects in the Goods** must be rectified within 15 (fifteen) calendar days at the latest from the date of the Client's e-mail notification.

7.2. If the last day of the period for delivery of the Goods or rectification of defects in the Goods falls on a day other than a working day or an official holiday, the end of the period shall be deemed to be the following

working day. Public holidays and non-working days (Saturdays and Sundays) shall be counted as part of the time limit for delivery of the Goods or rectification of defects in the Goods.

7.3. **Defects in the Services** must be rectified within 15 (fifteen) calendar days at the latest from the date of the Client's e-mail notification.

7.4. If the last day of the period for the provision of the Services or a phase thereof (if applicable) or for the rectification of defects in the Services or a phase thereof (if applicable) falls on a day which is not a working day or an official holiday, then the end of the period shall be deemed to be the next working day. Public holidays and non-working days (Saturdays and Sundays) shall be counted towards the time limit for the provision of the Services or a phase thereof (as applicable) or the rectification of defects in the Services or a phase thereof.