

DESCRIPTION OF THE PROCUREMENT OBJECT

1. DEFINITIONS

Client means AB LTG Cargo.

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.

Services means freight wagon routine uncoupling repairs (RR) (hereafter – repair services).

Contract means the contract concluded between the Supplier and the Client on the Procurement Object.

Freight Wagons (hereinafter – wagons, each individually – Wagon) means the wagons owned or otherwise legally managed by the Client and used on 1520 mm gauge railways in international traffic that are provided to the Supplier.

Routine uncoupling repair of wagons means unscheduled repairs necessary to maintain or restore the serviceability of freight wagons. These repairs involve replacing or repairing individual wagon components. A list of RR repair services is provided (in Table 1 of Annex No. 1).

Parts means the parts, assemblies or sub-assemblies used by the Supplier for the provision of repair services. **Note:** The Client may also provide its own parts, sub-assemblies or assemblies at the Supplier's request and if possible.

Warranty Repair means repair of technological failures of the Wagons, which occurred during the warranty period due to the Supplier's improperly provided Repair Services, at the Supplier's expense (by the Supplier or through third parties).

2. PROCUREMENT OBJECT

2.1. **Service** means routine uncoupling repairs (RR) of freight wagons in the Republic of Latvia (hereinafter – the Procurement Object).

2.2. The Procurement Object is not subdivided into lots.

The Procurement Object includes:

1) Repair services;

2) Replacement of parts at the Supplier's expense. The Supplier must provide the parts and consumables necessary for the repair services at its own cost and expense (unless otherwise agreed by the Parties' representatives).

2.3. Services will be provided on the basis of actual demand. The list of RR services is set out in Table 1 of Annex 1 to the Tender Form.

In the event of a need to perform services for which prices/fees are not specified in the table in Annex 1 to the Tender Form, the Supplier will calculate them separately and agree in writing with the Client the price and time for performance of the services.

3. REQUIREMENTS FOR THE PROCUREMENT OBJECT

3.1.1. The Services must not pose a threat to national security as specified in the Procurement Documents.

3.1.2. The purpose of the Service is routine uncoupling repairs (RR) of Freight Wagons.

3.1.3. Requirements for the repair company – the repair company must be authorised to carry out RR services, be given a conditional number and have its name included in the Directory of Conditional Codes for Undertakings (SŽA 1015 25) (current wording).

3.1.4. Place of Service – the services are provided on the Supplier's premises or in the Supplier's territory.

3.1.5. Communication, transportation of Objects – communication (regarding the services to be performed, change of parts and other matters) by e-mail; transportation of Objects is carried out by the Supplier (unless otherwise agreed by representatives of the Parties) and at the Client's expense.

3.1.6. Parts and consumables are used to provide the Service.

Parts means the parts, sub-assemblies or assemblies of the Supplier used in the provision of the Services (unless otherwise agreed by the Parties' representatives).

The Supplier must fit new and/or used parts to the Client's wagons.

The parts, assemblies and subassemblies used to provide the repair service must comply with the requirements set out below:

- Only Parts specified in the design documentation and documents governing the repair and/or upgrade are used for the repair service;
- Parts fitted to Freight Wagons should not restrict the use of Freight Wagons on international routes on 1520 mm gauge railways;

- The Supplier may install on the Wagons used Parts whose technical characteristics do not conflict with the requirements of the regulatory documents and whose use is not otherwise restricted (e.g. by decisions of individual railway administrations, etc.);
- The Supplier must provide the consumables required for the repair services at its own cost and expense (unless otherwise agreed by the representatives of the Parties). The Supplier is responsible for using the same consumables for the repair as are used in the transferred Wagon, unless otherwise agreed by the representatives of the Parties. Consumables include all oils, greases, fluids used for the day-to-day operation of the Wagon.

In the event that, during the course of the repair, it is found that the parts under the wagons (wheel spreaders, side and overhead beams of the bogies, energy dampers) are not suitable for further use, the Supplier must replace them with suitable ones, the replacement of which is to be agreed by e-mail with the Client before the start of repair.

Any replacement of unequal parts must be agreed with the Client by email.

Scrap metal from replaced Parts that are no longer fit for use is retained by the Supplier (the Supplier must take this into account when quoting prices for repair services).

3.1.7. Warranty obligations:

3.1.7.1. Warranty Obligations – After the repair services have been carried out, the warranty is valid until the next scheduled repair period of the repaired/replaced wagon units and parts, or until the end of the next scheduled repair period of the repaired wagon, provided that it is not a failure or damage of an operational nature.

The warranty obligations do not apply to defects arising due to the Client's or third parties' violation of the Rules for the Use, Numerical Accounting and Settlement for the Use of Freight Wagons of Other States, the Agreement on International Goods Transport by Rail (SMGS), and other legal acts governing the operation, repair, and maintenance of the Wagons. The warranty also does not apply to assemblies and parts that were not repaired by the Supplier during the RR.

3.1.7.2. If representatives of the Client or third parties identify a technological failure during the warranty period, the failure must be rectified by the Supplier or third parties. The Client must pay for the repair of such fault by third parties and related services. After examination of the material (including the complaint report in form V-41M and the investigation material), the Supplier will compensate the Client for all losses, including those related to the consequences of the failure resulting from the faulty repair services (technological failures), in accordance with the invoice submitted to it. The invoice must be paid within 45 calendar days from the date of dispatch.

During the warranty period, the Client is entitled to file a claim(s) by submitting information (including a claim report in the form of V-41M (Russian: BY-41M) and investigation materials) proving that the failure of the Wagon is due to the Supplier's fault as a result of the faulty provision of the Services, or information on the return of the Wagon for re-repair.

3.1.7.3. The Supplier will examine the claim received within 14 calendar days of receipt of the documents referred to in paragraph 3.1.7.2 of the specification and inform the Client in writing of the decision taken. In the event of failure to resolve the dispute by mutual agreement of the Parties, the dispute will be settled in accordance with the procedures set out in the Contract.

3.1.8. Other requirements

3.1.8.1. After the provision of the Services, the Supplier must make the necessary entries in the documentation and information systems of the Wagon (unless otherwise agreed by the Parties) so that the Wagon may be used without any restrictions in international traffic. The Supplier must hand over the Wagons to the Client in good working order after the Services have been provided.

3.1.9. Requirements of legal acts, standards and the Client's internal regulations for the Procurement Object.

Services are provided in accordance with the requirements of the current version of the Overhaul Manual RD 32 CV-056-97 in force at the time of the repair, as well as the current versions of the documents referred to in the Manual.

4. DOCUMENTS SUBMITTED TOGETHER WITH THE TENDER

Item No.	Name	Content and format requirements
4.1.	Declaration	The Supplier must provide a declaration containing the following information: the particulars of the company and its reference number (in accordance with the requirements of paragraph 3.1.3).

4.2.	When offering equivalent goods/services, the Supplier must submit, together with the tender, a test report or certificate of a conformity assessment body established in the Republic of Lithuania, as an appropriate means of demonstrating how the equivalent goods/services offered by the Supplier comply with the requirements or criteria specified in the Technical Specification, the criteria for evaluation of tenders, or the terms and conditions of the Procurement Contract, as well as the certificates of 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 Products and/or Services 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 Client will accept other appropriate means. However, self-declarations by the Supplier, where the Supplier is not the manufacturer of the Products, without specific, technical evidence are not considered to be adequate means (all evidence, certificates and other documents must be submitted with the tender).
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5. DOCUMENTS SUBMITTED DURING THE PERFORMANCE OF THE CONTRACT

5.1. List of documents to be submitted (Form V-23M (Rus. BY-23M) Notification of Wagon to Be Repaired; Form V-25M (Rus. BY-25M) Wagon Damage Certificate; Form V-41M (Rus. BY-41M) Act-advertisement; Form V-36M (Rus. BY-36M) form Notification of Repaired Freight Wagons; Schedule of Defects of the Freight Wagon to be Repaired (in a mutually acceptable form), Order/Request for Services; Certificate of Work Performed (in a mutually acceptable form), etc. (e.g. photographs) and the procedure for submitting them.

5.2. To perform the Services, the Client must submit an order/request to the Supplier for the provision of the Services;

5.3. Prior to the performance of the Services, the Supplier must submit to the Client, for approval, a preliminary list of the RR works to be performed and the units, sub-assemblies and/or parts to be replaced or repaired.

5.4. The Supplier must issue and submit electronic VAT invoices to the Client by email for the Services provided under the Contract. RR is invoiced for each Wagon separately. The cost of Wagon repairs is based on the actual services provided and spare parts replaced during the repair. The Supplier must submit detailed invoices (in Excel format) together with the VAT invoices by e-mail and annexes to the VAT invoices by post: Certificates of Works Performed, V-36 Notification of Repaired Wagons, Certificates of Wagon Assembly, Defect Certificates of Wheelsets, Side and Overhead Beams, Energy Dampers, and, if necessary, the documents referred to in paragraph 3.1.7.2.

PERFORMANCE OF OBLIGATIONS

6. PROCEDURE FOR THE PROVISION OF SERVICES

6.1. The place of supply of the Services is the Supplier's territory.

6.2. Services must be provided within 15 (*fifteen*) working days. The time for performance of the RR of the Wagon is calculated from the date of issuing the Notification of Wagon to Be Repaired (Form V-23M (Rus. BY-23M)) to the date of submission of the Notification of Wagon to Be Repaired (Form V-36M (Rus. BY-36M)) to the Client.

6.3. Orders/requests for the provision of the Services are made by email.

6.4. The Supplier is not entitled to provide services during the performance of the Contract which do not comply with the requirements of the Procurement Documents and/or the provision of which is restricted due to international sanctions (within the meaning of 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 Law on Public Procurement of the Republic of Lithuania/ the Law on Procurement by Contracting Entities in the Water Management, Energy, Transport and Postal Services Sectors of the Republic of Lithuania.

6.5. The Supplier must inform the Client in writing (by e-mail) of the country of origin of the ordered goods/services and the manufacturer of the goods (name, legal entity code, country of registration) no later than within 1 (one) working day of receipt of the order, prior to the execution of the order. The provision of this information is included in the order performance time.

7. PROCEDURE AND DEADLINES FOR THE ELIMINATION OF DEFECTS

7.1. The deficiencies in the Services must be rectified no later than within 15 (*fifteen*) working days from the date of the Client's email notification to the Supplier.

7.2. 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 is deemed to be the next working day.

8. ANNEXES

Annex 1. List of RR repair services.

Annex 2. Environmental (green) criteria.

List of RR services

Item No.	Name of the Service	Preliminary demand, pcs.
1	A set of compulsory operations (according to the current document RD 32 CV-056-97)	1
2	Equivalent axle type RU1Š-957-G or RU1-957-G with cylindrical roller bearings after medium overhaul (the Supplier's overhauled unit/component, if the overhauled unit/component is suitable for repair)	1
3	Axle type RU1Š-957-G or RU1-957-G with cylindrical roller bearings, medium repair (in case the unit/component is installed on the same Wagon as the one from which it was removed at the request of the owner)	1
4	Axle type RU1Š-957-G or RU1-957-G with cylindrical roller bearings – routine repairs (in case the assembly (component) is installed on the same Wagon as the one from which it was removed at the request of the owner)	1
5	Brake pad replacement (new Supplier's unit (part) without repair)	1
6	1 cm welding seam	1
7	Replacement of a wheel axle with a wheel axle type RU1S-957-G or RU1-957-G with cylindrical roller bearings with a rim thickness of 65 mm and 69 mm (Supplier's repaired unit/component, if the removed unit/component is not repairable)	1
8	Replacement of axle type RU1Š-957-G or RU1-957-G with cylindrical roller bearings (assembly (detail) provided by Wagon owner)	1
9	Replacement of the main part of the air distributor (repaired Supplier's unit/component if the dismantled unit/component is suitable for repair)	1
10	Leveling of the unloading hatch cover (all types of Wagons)	1
11	Replacement of the air distributor busbar (repaired Supplier's unit/component if the dismantled unit/component is suitable for repair)	1
12	Replacement of a wheel for a wheel type RU1S-957-G or RU1-957-G with cylindrical roller bearings with a rim thickness of 55 mm and 59 mm (repaired Supplier's unit/component, if the dismantled unit/component is not repairable)	1
13	Fitting calipers on brake caliper suspension (new Supplier's assembly (part), without repair)	1
14	Replacement of a damaged spring in the suspension kit – replacement of one internal spring (for type 2 bogies according to GOST 9246 (or equivalent standard)) (new Supplier's assembly (part) without repair)	1
15	Replacement of a damaged spring in the suspension kit – replacement of one external spring (for type 2 bogies in accordance with GOST 9246 (or equivalent standard)) (new Supplier's assembly (part) without repair)	1
16	Brake lever drive shaft replacement (installation) (new Supplier's assembly (part) without repair)	1
17	Brake lever drive shaft replacement (installation) (used Supplier's unit (part))	1
18	Brake lever adjustment (1 pcs)	1
19	Uncoupling lever straightening	1
20	Fabrication and installation of a missing folding stair tread	1
21	Replacement of brake lever mountings and calipers and devices (new Supplier's assembly (part) without repair)	1
22	Repair of service staff step (handle)	1

23	Repair of spare tank R7-78	1
24	Triangular repair (for type 2 trolleys in accordance with GOST 9246 (or equivalent standard))	1
25	Repainting and refurbishment of the body of a Freight Wagon (stencil) – 1 m ² (one square metre)	1
26	Installation of a missing handle (step) for service personnel (1 piece) (new Supplier's assembly (part), without repair)	1
27	Handbrake lever repair (1 pcs)	1
28	Replacement of a lock on a covered Wagon door (after repair)	1
29	Replacement of friction vibration damper sub-assembly parts – friction wedge replacement (for type 2 bogies according to GOST 9246 (or equivalent standard)) (not a new sub-assembly (part) from the Supplier) (2 units)	1
30	Fixing (installing) a covered Wagon door	1
31	Replacement of spare tank R7-78 (not new Supplier's sub-assembly (part))	1
32	Screw plug into brake cylinder cap (screw plug) (new Supplier's assembly (part), without repair)	1
33	Fixing the parts of the car coupling (tightening the screws)	1
34	Replacement of a damaged spring in the suspension kit – replacement of one internal spring (for type 2 trolleys in accordance with GOST 9246 (or equivalent)) (used/not new Supplier's assembly (part) after repair)	1
35	Replacement of a damaged spring in the suspension kit – replacement of one external spring (for type 2 bogies in accordance with GOST 9246 (or equivalent)) (used/not new Supplier's assembly (part) after repair)	1
36	Alignment of the protective canopy on the door rails of a covered wagon	1
37	Horizontal brake rod replacement (Supplier's assembly (part) after repair)	1
38	Replacement of the Spiro rod (Supplier's assembly (part) after repair)	1
39	Replacement of vertical levers (Supplier's refurbished unit/component, if the dismantled unit/component is not repairable)	1
40	Replacement of brake lever actuator support and protection calipers and devices (new Supplier's assembly (part), without repair)	1
41	Replacement of the diverter tap (repaired by the Supplier's sub-assembly (part), if the dismantled sub-assembly (part) is not repairable)	1
42	Wagon delivery/cleaning to/from Daugavpils station	1
43	Troubleshooting of door rails (guides) of covered Wagon (1 pcs)	1
44	Non-destructive testing (with dismantling and reassembly) of Freight Wagon bogies type 2 according to GOST 9246 (or equivalent standard) (1 pcs)	1
45	Non-destructive testing of a single superstructure beam of a Freight Wagon type 2 bogie in accordance with GOST 9246 (or equivalent) (with dismantling and reassembly of bogie parts)	1
46	Non-destructive testing (removal and reassembly of bogie parts) of one side beam of a Freight Wagon type 2 in accordance with GOST 9246 (or equivalent standard)	1
47	Repair of a Freight Wagon type 2 bogie in accordance with GOST 9246 (or equivalent standard) (1 pcs) (with dismantling and assembly)	1
48	Repair of one superstructure beam of a Freight Wagon type 2 bogie in accordance with GOST 9246 (or equivalent standard) (dismantling/repairing of bogie, dismantling/installation of bogie parts)	1
49	Repair of one side beam of a Freight Wagon type 2 bogie in accordance with GOST 9246 (or equivalent standard) (dismantling/repairing of bogie, dismantling/reassembling of bogie parts)	1

50	Removal of deformation of the side support for all types of Wagons (heating and repair of one support)	1
51	Brake master cylinder fitting (including rear tap if necessary)	1
52	Pendulum suspension replacement/installation (Supplier's repaired unit/component, if the dismantled unit/component is not repairable)	1
53	Replacement of automatic regulator 574B (Supplier's repaired unit/component, if the dismantled unit/component is not repairable)	1
54	Replacement of automatic regulator 574B (repaired Supplier's unit/component, if the dismantled unit/component is suitable for repair)	1
55	Replacement of uncoupling mechanism parts: chain replacement (new Supplier's unit/component if the dismantled unit/component is not repairable)	1
56	Removal of one slack in the slide cover fixing (bolt fixing)	1
57	Installation of a sealing clamp at the discharge hatch (new Supplier's assembly) (1 pcs)	1
58	Installation of missing handrail (step) for service personnel (1 pcs) (new Supplier's assembly (part), not refurbished)	1
59	Replacement of brake lever actuator support and protection calipers and devices (Supplier's subassembly (part) after repair)	1
60	Brake press replacement (Supplier's assembly (part) after repair)	1
61	Replacement (screw-in) of the adjusting screw on the governor actuator support arm (new Supplier's assembly (part) without repair)	1
62	The advertising work	1
63	Replacement of a covered wagon door handle (fabrication and installation)	1
64	Brake cylinder caliper replacement (14") (New Supplier's assembly (part), without repair)	1
65	Replacement of R17B connecting hose (Supplier's repaired sub-assembly (part), if the dismantled sub-assembly (part) is not repairable)	1
66	Manufacture and installation of stairs (tank wagon) (repaired assembly/component of the Supplier, if the dismantled assembly/component is not suitable for repair (1 pcs))	1
67	Fabrication and installation of a staircase part (tank wagon) (Supplier's repaired sub-assembly/component), if the dismantled sub-assembly/component is not repairable (1 pcs)	1
68	Replacement of the wear-resistant surface plate (removable clamp) of the bearing surface of the bogie (Supplier's repaired unit/component if the dismantled unit/component is not repairable) (1 pcs)	1
69	Replacement of a threadless rear tap (repaired by the Supplier's sub-assembly (part) if the dismantled sub-assembly (part) is not repairable)	1
70	Replacement of abrasion resistant plate and rivets on the main beam (new Supplier's assembly (part) (without repair))	1