**TENDER CONDITIONS (English)**

# GENERAL PROVISIONS

* 1. *JSC “Sbetonas”* (hereinafter – the Buyer) carries out procurement, implementing the project "*Implementation of energy efficiency measures in concrete production*" (No. *02-013-K-0011)* jointly financed by European Union funds and the Republic of Lithuania.
  2. The procurement is carried out in accordance with the principles of the Treaty on the Functioning of the European Union - the principles of free movement of goods, freedom of establishment, freedom to provide services, principles of equality, non-discrimination and equal treatment, transparency, proportionality and mutual recognition, **Project financing and administration rules, approved by the Minister of Finance of the Republic of Lithuania in 2022 June 22 by order no. 1K-237** "On the implementation of the 2021-2027 European Union Funds Investment Program and the Economic Revitalization and Resilience Enhancement Plan "New Generation Lithuania", (including but not limited to Annex 7 "Procurement Rules") (hereinafter - the Rules), Civil Codex of the Republic of Lithuania (hereinafter - the Civil Code), other legal acts and these tender conditions (hereinafter - the Tender Terms and Conditions).

# OBJECT OF PROCUREMENT

2.1. The Object of the Procurement is **one concrete production line**, the quantities and characteristics of the equipment of the concrete production line are determined in the Technical specification (Appendix No. 1).

2.2. In the case when the description of the Object of Procurement in the Technical Specification, refers to a specific model or a source, a particular process or a trademark, patent, types, specific origin, production or standard, it should be considered that equivalent objects in terms of their properties will be acceptable as well.

2.3. This Procurement is not divided into parts. Suppliers must submit their tenders for the entire scope of the Procurement.

2.4. The goods must be delivered within 24 weeks from the date of signing the Procurement Contract. This term can be extended by written agreement of the parties for an additional period not exceeding 4 weeks. After the delivery of the Goods (Equipment), the Supplier undertakes to provide consultations for 1 year on the installation, adjustment, and commissioning of the Equipment, as well as consultations for employee training and technical support.

2.5. The place for delivery – Skarulių g. 58, LT-55198, Jonava, Lithuania. The goods must be delivered to the Buyer in accordance with the rules of the International Chamber of Commerce "Incoterms". Delivery terms - CIP (carriage and insurance paid to the place of delivery).

2.6. The Procurement is subject to the environmental protection requirements established for green[[1]](#footnote-1) purchases, which are specified in the Technical specification. The concrete production line must meet the following conditions:

2.6.1. The concrete production line is strong, long-lasting, functional, it or its components are suitable for multiple use and/or easily repairable and/or replaceable (Technical requirements for concrete production line equipment 1.5, 1.6, 2.9, 3.3, 4.2, 6.6 and etc.);

2.6.2. When the concrete production line becomes waste, it is suitable for preparation for reuse or recycling (Technical requirements for concrete production line equipment 1.6, 2.9 and etc.)."

# SUPPLIER QUALIFICATION REQUIREMENTS [[2]](#footnote-2)

3.1. The Supplier participating in the Tendering Process must comply with the following minimum requirements for qualification:

* + 1. Qualification requirements of suppliers and their proof documents:

| **Seq. No.** | **Qualification requirements** | **Requirements for the business entity group and (or) sub-suppliers** | **Documents proving qualification requirements** |
| --- | --- | --- | --- |
| 3.1.1.1 | The Supplier is not bankrupt, liquidated, entered into a settlement with the creditors, suspended or restricted its activity, or its position is not the same or similar under the laws of the country where it is registered. It is not subject to restructuring, bankruptcy proceedings or out-of-court proceedings, no compulsory winding-up proceedings or arrangement with creditors or analogous proceedings under the law of the country, in which it is registered. | If the proposal is submitted by a group of economic entities or the supplier uses sub-suppliers, the requirement must be met by all members of the economic entity group. | A document issued by the State Enterprise Centre of Registers or by an analogous institution from a foreign country, confirming that the Supplier is not bankrupted, liquidated, it is not subject to restructuring, bankruptcy proceedings or out-of-court proceedings of bankrupt, no compulsory winding-up proceedings or arrangement with creditors, or an extract from court decision has been issued not earlier than 60 days before the final Tender Submission Date. If the document has been issued earlier but its validity term is longer than the final Tender Submission Date, such document shall be acceptable. A duly certified\* copy of the document or a declaration (Annex No. 3) stating that it complies with the qualification requirement indicated in this item shall be submitted. |
| 3.1.1.2 | Over the last 3 financial years or from the date of its registration (if the Supplier is in business for less than 3 years), the Supplier has executed or is currently executing at least 1 (one) similar contract, the value of which is not less than 70 percent. of the value of the Tender excluding VAT. | If the Tender is submitted by a group of economic entities or the supplier uses sub-suppliers, the requirement must be met by the supplier and the sub-suppliers together (the experience of the members of the group of economic entities or the supplier and sub-suppliers is combined), taking into account the obligations assumed by them. | Filled and signed by the Supplier or an authorized person list (declaration) of contract(s) indicating customer, object, value, dates of conclusion and/or completion, contact person or a declaration (Annex No. 4) stating that it complies with the qualification requirement indicated in this item shall be submitted. |

**\* Notes:**

document copies shall be certified by the signature of the Supplier or the person authorized by him/her and shall include the words “True copy” and the position, name (first letter of the name), surname and a seal (if any)

3.2. Documents confirming compliance with established qualification requirements will be requested only from the potential winner. The Supplier confirms in the proposal form that he meets the specified qualification requirements.

3.3. In order to prove its compliance with the qualification requirements, Supplier can rely only on the capacities of other economic entities (sub-suppliers), that it can realistically dispose of in the execution of the procurement agreement. The Supplier has the obligation to ensure in the Tender to the Buyer that during the entire period of performance of the procurement contract, the resources of other economic entities, whose capacity was relied upon, will be available to the Supplier. When the Buyer checks whether the resources of other economic entities, whose capabilities the Supplier relies on to meet the qualification requirements, will be available to the Supplier, the Buyer accepts any measures confirming this from the Supplier.

3.4. If the Supplier cannot provide the specified documents, because such documents are not issued in the relevant country or the documents issued in that country do not cover all the issues raised - an official declaration of the Supplier or an equivalent document is submitted.

3.5. The Tender of the Supplier shall be rejected if it provides false information on compliance with the requirements laid down, the fact that could be proved by the Buyer using any legitimate means.

3.6. If a group of economic entities participates in the Procurement procedures, it shall submit a joint activity agreement or a duly certified copy thereof. In the joint activity agreement, liabilities of each party to this agreement shall be indicated related to fulfilling the future Procurement Contract with the Buyer, as well as the part of these liabilities value shall have to be included into the total value of the Procurement Contract. The joint activity agreement must provide for that all parties to this agreement are jointly and severally liable for non-fulfilment of obligations towards the Buyer. In addition, the joint activity agreement must contain information indicating which person represents the group of economic entities (with whom the Buyer shall communicate on the issues arising during Tender evaluation and to whom the Buyer will submit the information related to the evaluation of the Tender, which partner is granted the power to submit and sign the Tender and to conclude the Contract.

1. **PREPARATION, SUBMISSION AND MODIFICATION OF TENDER**

4.1. Upon submitting the Tender, the Supplier agrees with these Tendering Terms and Conditions and confirms that information provided in its Tender is true and covers everything needed for proper fulfilment of the Procurement Contract.

4.2. The Tender and other correspondence shall be submitted in the Lithuanian or English language.

4.3. The Tender is submitted by e-mail [*info@sbetonas.lt*](mailto:info@sbetonas.lt)*.* **The Tender consists of a set of documents submitted by the Supplier in writing:**

* + 1. **Completed Tender form prepared in accordance with the Terms and Conditions of this procurement, Appendix 2, and the documents specified in the Tender form.**
    2. **The joint-activity agreement or a duly certified copy thereof, if a joint Tender is submitted by a group of economic entities.**
    3. **Other information and / or documents requested in the tender specifications.**
  1. The Supplier may submit only one Tender, either individually or as a member of a group of economic entities. If a Supplier submits more than one tender or a member of a group of economic entities is presenting several tenders, all such tenders will be rejected.
  2. The Suppliers shall not be permitted to submit alternative tenders. In the event, when a Supplier submits an alternative tender, his Tender and alternative tender (alternative tenders) shall be rejected.
  3. The deadline for submitting the Tender is indicated in the announcement about the procurement, which is published on the website esinvesticijos.lt.

4.7. The Tender Price of Goods shall be submitted in EUR without VAT and with VAT. The Tender Price of Goods shall be calculated and expressed in a manner specified in Annex 2 to these Tendering Terms and Conditions. The Price must include the entire quantity of Goods specified in Appendix 1 of the Tender Conditions, as well as the price of components by Technical Specification requirements, etc. All taxes and all Supplier’s expenses shall have to be included into the Price

* 1. The price of the Tender is evaluated in euros without VAT.

4.9. The Tender shall have to be valid for no less than 90 days calculating from the end of Tender Submission Term. If in the Tender, no validity term of it has been indicated, it shall be considered that the Tender is valid until the data provided in the Procurement Documents.

1. **EXPLANATION AND CLARIFICATION OF TERMS AND CONDITIONS OF THE TENDER**

5.1. The Buyer shall answer each request sent via e-mail by the Supplier concerning explanation of the Procurement Terms and Conditions if the request has been received no later than 3 business days before the end of Procurement proposal submission term. The Buyer shall respond to each request from the Supplier received on time asking to explain Tendering Terms and Conditions no later than within 2 business days from the day of request receipt and no later than 2 business days before the end of Tender Submission Term. The Buyer, answering the Supplier, shall send explanations to all other Suppliers that have turned to him, still the Buyer shall not indicate which Supplier has submitted the request concerning explanation of the Tendering Terms and Conditions.

5.2. If the Tender Submission Term has not expired, still no later than 2 business days before the deadline for submission of Tenders, the Buyer shall have the right on his own initiative to explain and specify Tendering Terms and Conditions.

5.3. If, after the publication of the invitation to participate in the procurement, the essential information necessary for the preparation of offers is changed, as well as when explanations related to the procurement are provided to the supplier(s) and (or) the qualification requirements are changed and/or revised, the Buyer publishes the changed invitation to participate in the procurement on the website esinvesticijos.lt, by resetting a deadline of at least 5 working days for the submission of proposals.

5.4. The Buyer shall not hold meetings with the Suppliers in order to explain Procurement Documents.

5.5. Any information, explanation of Tendering Terms and Conditions, notices or any other correspondence between the Buyer and the Supplier shall be performed by e-mail specified in this point. Authorized to maintain direct contact with suppliers is Production Manager Mr. Egidijus Savickas, e-mail: info@sbetonas.lt

1. **NEGOTIATION REQUIREMENTS**

6.1. Negotiations may be conducted at the time of this Procurement.

6.2. Negotiations are conducted with all Suppliers who meet the established minimum qualification requirements and requirements for submission of Procurement. Each supplier is met separately. During negotiations, all suppliers are provided with the same (identical) information. The results of the negotiations are formalized in a protocol, which is prepared for each Supplier separately.

6.3. Negotiations may be conducted on all characteristics of the works, goods or services to be procured, including quality, commercial terms and social, environmental and innovation aspects.

6.4 There is no negotiation regarding the minimum requirements applied to the Procurement Object, qualifications of Suppliers, Suppliers Tenders, evaluation criteria for these Tenders and essential conditions of the Procurement Contract, except for the improvement of the essential conditions of the Contract in favour of the Buyer.

6.5. A result of the final negotiations is considered to be final Tender, which recorded in the negotiation protocol.

6.6. If the Supplier does not come (attend) to the negotiations, his original offer is considered final.

6.7. The final Tenders of the Suppliers are evaluated according to the specified evaluation criteria.

1. **EXAMINATION AND EVALUATION OF TENDERS**

7.1 The Buyer evaluate whether the Suppliers Tenders (if negotiations were carried out - the final Tenders) meet the requirements set out in the Tender Terms and Conditions.

7.2. If the Supplier provided inaccurate, incomplete, false documents or data on compliance with the requirements set out in the Tender Terms and Conditions or these documents or data are missing, the Buyer can ask the candidate or participant to clarify, supplement or explain these documents or data within the deadline set by Buyer.

7.3. The Buyer has the right to demand that the Supplier substantiates the price specified in the Tender or its components, if it seem unusually low, specifying the specific documents and data that the Supplier must provide.

7.4. The Buyer requests the potential winner to submit documents that prove compliance with the qualification requirements set out in the procurement documents.

7.5. Clause 7.6 of the Tender Terms and Conditions in established cases, the Tender is rejected. The Supplier is informed about the rejection of the Tender before the conclusion procurement contract.

7.6. The Tender is rejected if:

7.6.1. The Supplier has submitted more than one Tender (all Supplier’s Tenders shall be rejected);

7.6.2. The Tender (in the case of participation in the negotiations – the Final Tender) has not complied with the requirements laid down in the Tendering Terms and Conditions (the Object of Procurement indicated in the Tender does not comply with the requirements laid down in the Technical Specification, etc.) or a Tenderer, upon request from the Buyer, without changing the essence of the Tender, has not explained or clarified his own Tender);

7.6.3. The Supplier has not corrected arithmetic errors and / or has not explained the Tender within a period specified by the Buyer;

7.6.4. An abnormally low price has been submitted and the Supplier, upon request from the Buyer, has not submitted written justification of price breakdown or in any other way has not justified abnormally low price;

7.6.5. The Supplier submitted false information, which the Buyer is able to prove using any legitimate means;

7.6.6. The Price, offered by the Supplier, of the Tender of whom has not been rejected due to other reasons, has been too high, unacceptable to the Buyer.

7.7. Unrejected Tenders shall be evaluated by the Buyer in accordance with a principle of “**the lowest price tender**”.

7.8. The Buyer, upon analysis, evaluation and comparison between all Tenders submitted, shall create the sequence of the Tenders. The Tenders shall be entered into this sequence in accordance with the increasing price. In the case when the prices of several Tenders submitted are the same, the Supplier shall be entered first, Tender of which was received first. When concluding procurement Contract, the price and conditions of the winning supplier's final offer, as well as the conditions set during the procurement, cannot be changed.

7.9. The Supplier who has offered the lowest price shall be pronounced the successful Tender and he shall be invited to conclude the Contract.

7.10. The procurement contract is concluded in writing with the Supplier who submitted the successful Tender. When concluding procurement contract, the Price and Terms and Conditions of the winning Supplier's final Tender cannot be changed, as well as terms which was established in procurement invitation.

7.11. If the Supplier whose Tender is recognized as the winner does not conclude a procurement contract by the specified time, the Buyer offers to conclude a procurement contract to another Supplier who participated in the Purchase, whose Tender is the most economically beneficial.

7.12. The Buyer, no later than within 3 business days after Procurement Contract conclusion, shall inform by e-mail all Suppliers, who have submitted their Tenders, about signing of the Procurement Contract, indicating the successful Supplier awarded the Contract, as well as on the price offered by this Supplier.

1. **TERMS AND CONDITIONS OF THE PROCUREMENT CONTRACT**

8.1. The Procurement Contract shall be signed with a successful Supplier under the terms and conditions laid down in these Tendering Terms and Conditions with reference to the Rules and the Civil Code;

8.2. While concluding the Procurement Contract, the price of the Final Tender of the successful Tenderer as well as the substantial Terms and Conditions of it cannot be changed as well as the substantial Procurement Terms and Conditions determined at the beginning of the Procurement by the Buyer, except for the cases indicated in item 8 of these Terms and Conditions (if applicable);

8.3. While fulfilling the Procurement Contract, the substantial Terms and Conditions of the Procurement Contract shall not be changed if:

8.3.1. They are to be replaced by providing new Terms and Conditions, which, if stipulated in the Procurement Documents, would have provided a possibility to participate in the Procurement Procedures to different Suppliers other than those who participated;

8.3.2. They are to be replaced by providing new Terms and Conditions, due to which if they would have been stipulated in the Procurement Documents different Supplier could have been acknowledged a successful Supplier, other than chosen;

8.3.3. The Object of Procurement is to be changed in a manner allowing including new (additional) Goods, Services or Works into the Procurement Contract being changed;

8.3.4. The economic balance of the Contract is to be changed itself to the favour of the person, with whom the Contract has been concluded in a manner that had not been laid down in the conditions of the primary agreement.

8.4. The Procurement Contract or a primary agreement within a term of its validity can be changed as well if by this change the character of the Procurement Contract has not been changed substantially and total value of separate changes under this item does not exceed 10 per cent of the Procurement Contract Value in the case of Goods procurement and 15 per cent – in case of Works. Other changes to the Procurement Contract may be made only in cases specified in the Rules.

8.5. **The Procurement Contract shall enter into force from the date of its signing** and shall remain in force until the Parties agree to terminate it in the cases specified in the Procurement Contract or until the Contract expires (full fulfilment of obligations), or in other cases under the legislation of the Republic of Lithuania.

8.6. The acceptance / transfer of the equipment shall be made in accordance with the Supplier's acceptance (transfer) act (s), which shall be prepared by the Supplier and signed by the Supplier and the Buyer.

8.7. The **equipment must be delivered within 24 weeks from the date of signing the Procurement Contract**. This deadline may be extended by a written agreement between the parties for an additional period of up to 4 weeks. After the delivery of the Goods (Equipment), the Supplier undertakes to provide consultations for 1 year on the installation, adjustment, and commissioning of the Equipment, as well as consultations for employee training and technical support.

* 1. Main payment conditions:

8.8.1. The advance payment of 30 % of the Contract price will be paid within 30 (thirty) calendar days after signing the Procurement Contract.

8.8.2. The final payment of 70 % of the Contract price will be paid within 30 (thirty) calendar days after notification that the equipment is manufactured and ready for shipment. When making the final payment, the Buyer can withhold up to 10% of the Contract price for up to 30 (thirty) calendar days, counting from the final acceptance (transfer) act signing.

8.9. Buyer and/or Supplier must pay a fine of 0,02 % of value of Procurement Contract for each day of delay, but not exceeding 5 % Procurement Contract value.

1. **FINAL PROVISIONS**

9.1. The costs of Tender preparation and participation in the Tendering Process shall not be compensated to the Suppliers.

9.2 The Buyer at any time prior to conclusion of the Procurement Contract, shall be entitled to terminate Procurement procedures, if some circumstances have appeared, which could not be anticipated. The Buyer, after adopting decision concerning termination of Procurement procedures, no later than within 3 business days from decision adoption, shall inform all suppliers, who have submitted their Tenders, on such a decision, and, if the Procurement procedures have been terminated prior to the deadline for Tender submission shall inform all suppliers who have acquired the Procurement Terms and Conditions and / or Procurement Documents.

9.3 The Buyer, no later than within 3 business days after Procurement Contract conclusion, shall inform by e-mail all Suppliers, who have submitted their Tenders, about signing of the Procurement Contract, indicating the successful Supplier awarded the Contract, as well as on the price offered by this Supplier.

9.4. Information, submitted in the Tenders, except for information indicated in item 7.11 of the Tendering Terms and Conditions shall not be disclosed to Suppliers and third persons, except persons who administer and audit use of the EU Funds.

1. **ANNEXES**

10.1. Technical Specification (Annex No 1);

10.2. Tender Form (Annex No. 2);

10.3. Declaration of Compliance with Minimum Qualification Requirements (Annex No. 3);

10.4. Supplier’s Declaration (Annex No. 4);

10.5. Procurement Contract draft (Anex No. 5).

**TECHNICAL SPECIFICATION**

**Procurement object: Concrete production line (1 set)**

In the case when the description of the Object of Procurement in the Technical Specification, refers to a certain model or a source, a particular process or a trademark, patent, types, particular origin or production, it should be considered that equivalent objects in terms of their properties will be acceptable as well.

|  |
| --- |
| **Main requirements for Concrete production line:** |
| Environmental protection requirements applicable to the concrete production line. The concrete production line must meet the following conditions:   * The concrete production line is strong, long-lasting, functional, it or its components are suitable for multiple use and/or easily repairable and/or replaceable (Technical requirements for concrete production line equipment 1.5, 1.6, 2.9, 3.3, 4.2, 6.6 and etc.); * When the concrete production line becomes waste, it is suitable for preparation for reuse or recycling (Technical requirements for concrete production line equipment 1.6, 2.9 and etc.)." |
| All components of the concrete production line (including mechanical, electrical, automation components and the software that controls them) must be fully coordinated and ready for assembly. |
| Together with the concrete production line, the supplier must provide:  • Documents confirming compliance with the requirements (including standards);  • Project of concrete production line, construction part (for foundations, retaining walls, structures, etc.);  • Detailed assembly instructions for the concrete production line or undertake to send the manufacturer's representatives to coordinate the assembly of the line;  • Concrete production line service and maintenance instructions (including mechanical, electrical, automation and software parts) in Lithuanian or English;  • Concrete production line operating instruction in Lithuanian or English. |
| The concrete production line must have stairs, ladders, necessary for safe inspections of the components of the concrete production line. Stairs must have handrails (at least one on the left or right) and ladders (for example for climbing on silos) must have safety guards. |
| The concrete production line must be adapted for safe operation during production and service processes. Inspection hatches and other components that could endanger the worker if opened or approached too closely (for example, an inert material transport conveyor) must have automatic emergency stop safety systems. The emergency stop safety system must automatically stop the production process or part of it to avoid the possibility of an accident. After emergency braking, starting is only possible after confirmation in the control cabin that the system is in order. |

Technical requirements for concrete production line equipment:

| **No.** | **Functional description** | **Technical requirements** |
| --- | --- | --- |
| **1.** | **General requirements** | |
| 1.1. | CE standard | Yes |
| 1.2. | Maximum production performance of the concrete mix | Not less than 50 m3/h and not more than 75 m3/h |
| 1.3. | Structural elements of the concrete production line ensure continuous production of concrete at ambient air temperature (the heat source for heating inert material hoppers is not included in the purchase, the buyer takes care of it) | -15 ˚C |
| 1.4. | Control types of Concrete batching line | Manual, semi-automatic and automatic |
| 1.5. | The main units for the storage and transportation of inert materials must have replaceable protective shields that protect the structures from mechanical damage and extending the wear life of the structure. | Yes |
| 1.6. | Surface coating of main metal components (including structural frames and structural elements of conveyors) | Galvanized or painted, or equivalent, unless otherwise stated in this specification |
| 1.7. | Electricity consumption of a concrete production line during continuous production at maximum capacity (energy consumption in control and heating systems is not estimated) | Not more than 1,83 kWh/m3 |
| **2.** | **Warehouse of inert materials** | |
| 2.1. | Type | Modular |
| 2.2. | Amount of inert materials bins | Not less than 4 pcs |
| 2.3. | Capacity of inert material bin (each) | Not less than 20 m3 |
| 2.4. | Total capacity of inert material storage bins | Not less than 80 m3 |
| 2.5. | Type of inert material bins | Fully drainable, (conical or close to conical and tapering towards the bottom) |
| 2.6. | Material loading type | From top |
| 2.7. | Bins discharge type | From the bottom |
| 2.8. | Adjustable discharge valves (from bins) for accurate weighing for each bin (integrated into the control system) | Not less than 2 pcs |
| 2.9. | Construction and frame material type | Steel or equivalent |
| 2.10. | Vibrators quantity | Not less than 2 pcs |
| 2.11. | Quantity of inert moisture measuring devices | Not less than 2 pcs |
| 2.12 | Type of devices for measuring the moisture content of inert materials | Digital, continuous measurement of moisture in the material through ceramic sensor surfaces |
| 2.13 | Inert material heating pipeline (without heat source) | Yes |
| 2.14 | Inert material storage bin covers and its system | All bins must have covers. One cover can serve no more than 2 storage bins, all covers must be controlled by remote switch at least. |
| **3.** | **Conveyor for weighing of inert materials** | |
| 3.1. | Weight sensors with articulated joints and safety rods | Not less than 4 units |
| 3.2. | Capacity of weighing chute | Not less than 3000 kg |
| 3.3. | Abrasion-resistant replaceable shields | Yes |
| 3.4. | Belt cleaning brush | Not less than 1 pcs |
| 3.5. | Vibrators quantity | Not less than 1 pcs |
| **4.** | **Conveyor for transporting inert materials (For loading into the mixing device)** | |
| 4.1. | Conveyor belt type | Belt with chevron or equivalent pattern |
| 4.2. | Shock absorption system (Imapct bars) | On the loading point |
| 4.3. | Belt cleaning brush | Not less than 1 pcs |
| 4.4. | Emergency drain chute | Not less than 1 pcs |
| 4.5. | Emergency braking safety cable | Not less than 1 pcs |
| **5.** | **Mixer** | |
| 5.1. | Mixer type | Twin-shaft |
| 5.2. | The quantity of concrete (product) produced per mixing cycle (liters) | Not less than 1000 l and not more than 1500 l |
| 5.3. | Quantity of mixing motors | 2 pcs (One motor per shaft) |
| 5.4. | Maintenance and inspection covers | Not less than 2 pcs |
| 5.5. | Hydraulic power pack for discharge gate | Yes |
| 5.6. | Water correction line | Watermeter to feed water directly into mixer to arrange W/C (water /cement) ratio |
| 5.7. | Video surveillance system inside of the mixer | Yes |
| 5.8 | Mixer, concrete temperature sensor | Yes |
| 5.9 | Mixer block filter for dust of cement | Yes |
| 5.10 | High-pressure automated washing system for cleaning the inside of the mixer | Yes |
| **6.** | **Cement silos and cement conveyor** | |
| 6.1. | Cement silo quantity | Not less than 2 units |
| 6.2. | Cement conveyor quantity (At least one conveyor per silo) | Not less than 2 units |
| 6.3. | Cement silo capacity (each) | Not less than 70 t |
| 6.4. | Diameter of cement filling line and connector type | Not less than 114 mm, STROZ A |
| 6.5. | Cement silo filter quantity (At least one filter per silo) | Not less than 2 pcs |
| 6.6. | Type of cement filters | Self-cleaning with compressed air |
| 6.7. | Cement activation (softening) system in silos with the help of compressed air | At least one per silo |
| 6.8 | Cement quantity sensors in cement silos | At least 2 per silo |
| **7.** | **Cement weighing batcher** | |
| 7.1. | Vessel capacity | Not less than 1000 kg |
| 7.2. | Loadcells quantity | Not less than 3 pcs |
| 7.3. | Discharge valve type | Electro-pneumatic valve |
| 7.4. | Inner diameter of discharge valve | Not less than 250 mm |
| 7.5. | Vibrators quantity | From 1 pcs |
| 7.6. | Filter for dust of cement | Yes |
| **8.** | **Water weighing batcher** | |
| 8.1. | Vessel volume | Not less than 450 l |
| 8.2. | Loadcells quantity | Not less than 3 pcs |
| 8.3. | Filling system valve type | Electro-pneumatic valve with actuator system |
| 8.4. | Water discharge valve type | Electro-pneumatic valve |
| 8.5. | Water pump | Yes |
| **9.** | **Water weighing batcher for recycled water** | Yes |
| **10.** | **Additive weighing batcher** | |
| 10.1. | Vessels quantity | Not less than 4 pcs |
| 10,2. | Vessels volume (each) | Not less than 25 l |
| 10.3. | Quantity of loadcells (per vessel) | Not less than 1 pcs |
| 10.4. | Filling pump quantity | Not less than 4 pcs |
| **11.** | **Compressed air system** | |
| 11.1. | The compressor with the receiver and other components must ensure uninterrupted operation of the concrete production line | Yes |
| 11.2. | Additional components | Filter, regulator and automatic lubricator unit, air network and pneumatic components |
| **12.** | **Electric power board or Motor control centre (MCC)** | |
| 12.1. | Protection class | Not less than IP55 |
| 12.2. | Motors protection systems | Fore each motor: protection switches, motors and relays contactors, soft starter, phase and time protection relays, main circuit breaker |
| 12.3. | Wirring | Cables are laid in galvanized or equivalent cable trays |
| **13.** | **Manual control board** | |
| 13.1. | Control panel with programmable logic controller | No less functions than: functions of weighing indicators, multimeter, mixing device ammeter, buttons, control indicators |
| **14.** | **Computer system with concrete production software** | |
| 14.1. | Computer | Yes |
| 14.2. | Monitor | ≥20‘‘ |
| 14.3. | Printer type | Laser |
| 14.4 | The concrete production standard applies to the software | EN-206-1 |
| 14.5. | The function of printing the Declaration of Performance characteristics (by EN-206-1) of manufactured concrete | Yes |
| 14.6. | The function of printing the manufactured concrete Travel sheet (by template) | Yes |
| 14.7. | Remote internet access for service and maintenance | Yes |

**PROCUREMENT TENDER**

**FOR CONCRETE PRODUCTION LINE**

|  |
| --- |
| 20 - - . |
| *date* |
|  |
| *place* |

|  |  |
| --- | --- |
| Supplier’s name |  |
| Supplier’s address |  |
| Responsible person’s Name and Surname |  |
| Phone number |  |
| E-mail address |  |

We hereby point out that we agree with all Procurement Terms and Conditions, stipulated in:

* + 1. Tendering Process Notice, published on the website *www.esinvesticijos.lt* **on 29th May 2024.**
    2. Terms and Conditions of the Tender;
    3. Annexes to the Procurement Documents.

.

We offer the following Goods and Service:

The procurement is not divided into parts (the Buyer requests to identify the component of the price of the delivery service).

| **Seq. No.** | **Name of Goods/Service** | **Quantity** | **Unit of measurement** | **Price per Unit, EUR, (excluding VAT)** | **Price, EUR, (excluding VAT)** *(3x5)* |
| --- | --- | --- | --- | --- | --- |
| *1* | *2* | *3* | *4* | *5* | *6* |
| 1. | Concrete production line | 1 unit | Set |  |  |
| 2. | Delivery of concrete production line | 1 unit | Set |  |  |
|  | **Total Tender price EUR, excluding VAT (Sum of column 6 values)** | | | |  |
|  | **VAT** *(fil in if applicable)\** | | | |  |
|  | **Total Tender price EUR including VAT** | | | |  |

Total Tender price EUR including VAT in words:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\* If the "VAT" field is not filled in, indicate the reasons why VAT is not charged: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Goods and Service offered are fully compliant with the requirements laid down in the Procurement Documents and their properties are as follows:

| **Sec. No.** | **Technical indicators of goods/services/works** | **Specific values of the indicators are suggested** |
| --- | --- | --- |
| **(1)** | **(2)** | **(3)** |
| **1.** | **General requirements** |  |
| 1.1. | CE standard |  |
| 1.2. | Maximum production performance of the concrete mix |  |
| 1.3. | Structural elements of the concrete production line ensure continuous production of concrete at ambient air temperature (the heat source for heating inert material hoppers is not included in the purchase, the buyer takes care of it) |  |
| 1.4. | Control types of Concrete batching line |  |
| 1.5. | The main units for the storage and transportation of inert materials must have replaceable protective shields that protect the structures from mechanical damage and extending the wear life of the structure. |  |
| 1.6. | Surface coating of main metal components (including structural frames and structural elements of conveyors) |  |
| 1.7. | Electricity consumption of a concrete production line during continuous production at maximum capacity (energy consumption in control and heating systems is not estimated) |  |
| **2.** | **Warehouse of inert materials** |  |
| 2.1. | Type |  |
| 2.2. | Amount of inert materials bins |  |
| 2.3. | Capacity of inert material bin (each) |  |
| 2.4. | Total capacity of inert material storage bins |  |
| 2.5. | Type of inert material bins |  |
| 2.6. | Material loading type |  |
| 2.7. | Bins discharge type |  |
| 2.8. | Adjustable discharge valves (from bins) for accurate weighing for each bin (integrated into the control system) |  |
| 2.9. | Construction and frame material type |  |
| 2.10. | Vibrators quantity |  |
| 2.11. | Quantity of inert moisture measuring devices |  |
| 2.12 | Type of devices for measuring the moisture content of inert materials |  |
| 2.13 | Inert material heating pipeline (without heat source) |  |
| 2.14 | Inert material storage bin covers and its system |  |
| **3.** | **Conveyor for weighing of inert materials** |  |
| 3.1. | Weight sensors with articulated joints and safety rods |  |
| 3.2. | Capacity of weighing chute |  |
| 3.3. | Abrasion-resistant replaceable shields |  |
| 3.4. | Belt cleaning brush |  |
| 3.5. | Vibrators quantity |  |
| **4.** | **Conveyor for transporting inert materials (For loading into the mixing device)** |  |
| 4.1. | Conveyor belt type |  |
| 4.2. | Shock absorption system (Imapct bars) |  |
| 4.3. | Belt cleaning brush |  |
| 4.4. | Emergency drain chute |  |
| 4.5. | Emergency braking safety cable |  |
| **5.** | **Mixer** |  |
| 5.1. | Mixer type |  |
| 5.2. | The quantity of concrete (product) produced per mixing cycle (liters) |  |
| 5.3. | Quantity of mixing motors |  |
| 5.4. | Maintenance and inspection covers |  |
| 5.5. | Hydraulic power pack for discharge gate |  |
| 5.6. | Water correction line |  |
| 5.7. | Video surveillance system inside of the mixer |  |
| 5.8 | Mixer, concrete temperature sensor |  |
| 5.9 | Mixer block filter for dust of cement |  |
| 5.10 | High-pressure automated washing system for cleaning the inside of the mixer |  |
| **6.** | **Cement silos and cement conveyor** |  |
| 6.1. | Cement silo quantity |  |
| 6.2. | Cement conveyor quantity (At least one conveyor per silo) |  |
| 6.3. | Cement silo capacity (each) |  |
| 6.4. | Diameter of cement filling line and connector type |  |
| 6.5. | Cement silo filter quantity (At least one filter per silo) |  |
| 6.6. | Type of cement filters |  |
| 6.7. | Cement activation (softening) system in silos with the help of compressed air |  |
| 6.8 | Cement quantity sensors in cement silos |  |
| **7.** | **Cement weighing batcher** |  |
| 7.1. | Vessel capacity |  |
| 7.2. | Loadcells quantity |  |
| 7.3. | Discharge valve type |  |
| 7.4. | Inner diameter of discharge valve |  |
| 7.5. | Vibrators quantity |  |
| 7.6. | Filter for dust of cement |  |
| **8.** | **Water weighing batcher** |  |
| 8.1. | Vessel volume |  |
| 8.2. | Loadcells quantity |  |
| 8.3. | Filling system valve type |  |
| 8.4. | Water discharge valve type |  |
| 8.5. | Water pump |  |
| **9.** | **Water weighing batcher for recycled water** |  |
| **10.** | **Additive weighing batcher** |  |
| 10.1. | Vessels quantity |  |
| 10,2. | Vessel volume (each) |  |
| 10.3. | Loadcells quantity |  |
| 10.4. | Filling pump quantity |  |
| **11.** | **Compressed air system** |  |
| 11.1. | The compressor with the receiver and other components must ensure uninterrupted operation of the concrete production line |  |
| 11.2. | Additional components |  |
| **12.** | **Electric power board or Motor control centre (MCC)** |  |
| 12.1. | Protection class |  |
| 12.2. | Motors protection systems |  |
| 12.3. | Wirring |  |
| **13.** | **Manual control board** |  |
| 13.1. | Control panel with programmable logic controller |  |
| **14.** | **Computer system with concrete production software** |  |
| 14.1. | Computer |  |
| 14.2. | Monitor |  |
| 14.3. | Printer type |  |
| 14.4. | The concrete production standard applies to the software |  |
| 14.5. | The function of printing the Declaration of Performance characteristics (by EN-206-1) of manufactured concrete |  |
| 14.6. | The function of printing the manufactured concrete Travel sheet (by template) |  |
| 14.7. | Remote internet access for service and maintenance |  |

The following documents shall be submitted together with the Tender:

|  |  |  |
| --- | --- | --- |
| **Seq. No.** | **Title of the Document** | **Number of Pages in the Document** |
| 1. | Authorization to sign the tender (and the sale-purchase contract) (where the tender is signed not by the manager of the supplier (legal entity)) |  |
| 2. | Documents confirming compliance with the specified minimum general qualification requirements for suppliers (paragraph 3.1.1.1) or declaration of compliance with qualification requirements |  |
| 3. | Documents confirming compliance with the specified minimum economical and financial status, technical and professional capacity requirements (paragraph 3.1.2.1) or Supplier’s declaration |  |
| 4. | Other information and/or documents requested in the tender terms and conditions |  |

|  |
| --- |
|  |

This Tender shall be valid until - -20\_

I, the undersigned, hereby confirm that all information provided in our Tender is true and we have not concealed any information that was requested to be submitted by the Tenderers

I understand that if the above-mentioned circumstances are discovered, I shall be removed from this tender procedure and my proposal shall be rejected.

I confirm that I meet the qualification requirements specified in the terms of purchase.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| *Position of the supplier or his authorized person* |  | *Signature* |  | (Name, Surname) |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Name, code, contact information of supplier)*

**UAB „Sbetonas“**

Skarulių g. 58, Jonava, Lietuva

Įmonės kodas 300902683

el. p.: info@sbetonas.lt

**DECLARATION OF COMPLIANCE WITH MINIMUM QUALIFICATION REQUIREMENTS**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Date)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Place)

|  |  |  |  |
| --- | --- | --- | --- |
| I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , | | | |
| *(position, name of the manager of the supplier or his authorized person)* | | | |
| confirm that  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , | | | |
| *(name of supplier)* | | | |
| *that I manage/represent* and which is taking part in procurement of **concrete production line** organized by JSC „Sbetonas“, as published on European Union structural assistance website www.esinvesticijos.lt **on 29th May 2024,** has the required qualification *(the supplier shall indicate compliance to the specified qualification requirements by stating Yes or No in the respective column)*: | | | |
|  | | | |
| **Seq. No.** | **General qualification requirements for suppliers** | **Yes** | **No** |
| **3.1.1.1** | The Supplier is not bankrupt, liquidated, entered into a settlement with the creditors, suspended or restricted its activity, or its position is not the same or similar under the laws of the country where it is registered. It is not subject to restructuring, bankruptcy proceedings or out-of-court proceedings, no compulsory winding-up proceedings or arrangement with creditors or analogous proceedings under the law of the country, in which it is registered. |  |  |

I am aware that should JSC “Sbetonas”, determine that the provided data are false, the submitted tender will not be analysed and will be rejected.

I am aware that if JSC "Sbetonas" asks to provide information confirming the declaration data, I will be obliged to provide such information.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| (Position of the supplier or his authorized person) |  | (Signature) |  | (Name and Surname) |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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*(Name of supplier, address, other contact)*

**UAB „Sbetonas“**

Skarulių g. 58, Jonava, Lietuva

Įmonės kodas 300902683

el. p.: info@sbetonas.lt

**SUPPLIER’S DECLARATION**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Date)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Place)

|  |
| --- |
| I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , |
| *(position, name of the manager of the supplier or his authorized person)* |
| confirm that  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , |
| *(name of supplier)* |

*that I manage/represent* and which is taking part in procurement of **concrete production line** organized by JSC „Sbetonas“, as published on European Union structural assistance website www.esinvesticijos.lt, on **on 29th May 2024.** The average annual turnover of the Supplier during the last 3 years or within the period of its registration (if the Supplier has been operating for less than 3 years) is not less than 70 percent tender value without VAT.:

.

|  |  |  |  |
| --- | --- | --- | --- |
| **Seq. No.** | **General supplier qualification requirements:** | **Yes** | **No** |
| **3.1.2.1** | Over the last 3 financial years or from the date of its registration (if the Supplier is in business for less than 3 years), the Supplier has executed or is currently executing at least 1 (one) similar contract, the value of which is not less than 70 percent. of the value of the Tender excluding VAT. |  |  |

I am aware that should JSC “Sbetonas”, determine that the provided data are false, the submitted tender will not be analysed and will be rejected.

I am aware that if JSC "Sbetonas" asks to provide information confirming the declaration data, I will be obliged to provide such information.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| (Position of the supplier or his authorized person) |  | (Signature) |  | (Name and Surname) |

**DRAFT OF THE PROCUREMENT CONTRACT**

**OF CONCRETE PRODUCTION LINE**

CONTRACT NO.\_\_\_\_

Jonava, \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 202\_

**JSC „Sbetonas“** company code 300902683, with the registered office at Skarulių g. 58, LT-55198 Jonava, Lithuania, represented by director Ms Ligita Savickienė, acting in accordance with the Articles of the Association (hereinafter referred to as „**Buyer**“),

and

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** registration number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with the registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting in accordance with the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as „**Supplier**“), Buyer and Supplier (hereinafter jointly referred to as the „**Parties**“, and any of them separately as a „**Party**“), have concluded the following Procurement Contract (hereinafter referred to as” the **Contract** “):

**1. SUBJECT-MATTER OF CONTRACT**

1.1. The Buyer buys, and the Supplier sells **concrete production line** (hereinafter referred to as the Equipment) under the conditions set out in the tender. The goods are delivered in accordance with the technical specification annexed to the Contract (Annex 1 to the terms and conditions of the tender) and the Supplier's offer (Annex 2 to the terms and conditions of the tender).

**2. THE PRICE AND CONTRACT AMOUNT**

2.1. The price of the Equipment is fixed and can not be changed.

2.2. The total amount of this contract is \_\_\_\_\_\_\_\_\_\_\_\_\_\_EUR excluding VAT. Value added tax is calculated and paid additionally according to the procedure established by legal acts.

2.3. The total amount of this contract includes:

- Equipment price and delivery;

- Consultations on Equipment installation, adjustment and commissioning issues;

- Consultations for employee training and further technical support;

- Technical documentation: installation (assembly), operation, service, management instructions and other necessary accessories.

2.4. The contract amount includes the transportation costs of the Equipment from the Supplier's base, as well as the Insurance costs of the Equipment to the place of delivery.

1. **DELIVERY TERMS AND DATE**

3.1. Place of delivery – Skarulių g. 58, LT-55198 Jonava, Lithuania.

3.2. The Goods (Equipment) shall be delivered within a period no longer than 24 weeks from the day of signing the Procurement Contract. This term may be extended for 4 weeks on the basis of a written mutual agreement.

3.3. The Equipment must be delivered to the Buyer in accordance with the rules of the International Chamber of Commerce "Incoterms". Delivery terms - CIP (transportation and insurance paid up to delivery place).

3.4. Delivery date is considered as the date of delivery of the equipment to the Buyer.

3.5. After the delivery of the Equipment, the Supplier undertakes to provide consultations for 1 year on the installation, adjustment, and commissioning of the Equipment, as well as consultations for employee training and technical support.

1. **PAYMENT CONDITIONS**

4.1. The payment for the Equipment sold under this Contract shall be carried out in euro as follows:

4.1.1. The advance payment of 30% of the total Contract price shall be made no later than 30 (thirty) calendar days after signing the Procurement Contract;

4.1.2. The final payment of 70 % of the total Contract price shall be made no later than 30 (thirty) calendar days after notification that the equipment is manufactured and ready for shipment. When making the final payment, the Buyer can withhold up to 10% of the Contract price for up to 30 (thirty) calendar days, counting from the final acceptance-transfer act signing.

4.2. Acceptance of the Goods (Equipment) shall be made by signing a final acceptance-transfer act after the Supplier delivers the Goods (Equipment). From the moment of signing this document and full payment of the contract value the Goods (Equipment) become the property of the Buyer. The signing of this act does not release the Supplier from the provision of further consultations mentioned in clauses 2.3 and 3.4 of this Contract.

1. **THE QUALITY**

5.1. The quality of the Equipment must conform to the manufacturer's technical specifications and has been submitted CE certificate or declaration of conformity.

**6. CLAIMS**

6.1. Claims may be made due to the quality of the equipment provided if it does not comply with the terms of this Contract.

6.2. Claims for quality can be made within 6 months after the entry of the Equipment to the Buyer.

6.3. Claims must be submitted by registered mail or by e-mail, accompanied by the necessary supporting documents (for example, by the competent non-governmental organization acts).

6.4. The interest for failure to provide the Equipment up to the contractual maturity date is 0.02 percent from the amount of this Contract for each late day.

6.5. Interest for late payment of the Equipment is 0.02 percent from the amount not paid on time for each late day.

6.6. The.

**7. THE QUALITY GUARANTEE**

7.1. The Supplier's warranty is valid \_\_ (\_\_\_\_\_\_) months or \_\_\_\_\_\_ working hours, from the date of signing the Equipment Launch Act. The Buyer must inform the Supplier in writing of any faults that have occurred.

**8. FORCE MAJEURE**

8.1. The Parties shall not be liable for non-fulfilment or improper fulfilment of their obligations hereunder if such non-fulfilment or improper fulfilment is caused by Force majeure. Force majeure shall be interpreted according to legal acts of the Republic of Lithuania.

8.2. A Party to this Contract, which due to Force majeure cannot fulfil its obligations hereunder, shall give a notice to this effect to the other Party in writing as soon as possible and shall seek confirmation of facts and circumstances referred to in the notice by the respective state institutions.

8.3. The Parties shall resume the fulfilment of their obligations under this Contract after the end of Force

Majeure. Should the Force majeure last (prolonged) for more than one month and two weeks, any Party has the right to terminate the Contract unilaterally, upon a written notification thereof to the other Party.

**9. TECHNICAL DOCUMENTATION**

9.1. The technical documentation of the equipment, installation (assembly), operation, service and management instructions must be submitted in Lithuanian or English language.

**10. OTHER CONDITIONS**

10.1. In the event of unforeseen circumstances, due to which the Supplier cannot deliver the equipment provided in the Contract, the Supplier may offer a new Equipment, the features of which are beyond the contractual provision of the Equipment, the technical specification of which meets the requirements of the Buyer, without modifying the contract price.

10.2. While fulfilling the Contract, the substantial terms and conditions of the Contract shall not be changed if:

10.2.1. They are to be replaced by providing new terms and conditions, which, if stipulated in the Procurement Documents, would have provided a possibility to participate in the Procurement Procedures to different Suppliers other than those who participated;

10.2.2. They are to be replaced by providing new terms and conditions, due to which if they would have been stipulated in the Procurement Documents different Supplier could have been acknowledged a successful Supplier, other than chosen;

10.2.3. The Object of Procurement is to be changed in a manner allowing including new (additional) Goods, Services or Works into the Procurement Contract being changed;

10.2.4. The economic balance of the Contract is to be changed itself to the favour of the person, with whom the Contract has been concluded in a manner that had not been laid down in the conditions of the primary agreement.

10.3 The Procurement Contract or a primary agreement within a term of its validity can be changed as well if by this change the character of the Procurement Contract has not been changed substantially and total value of separate changes under this item does not exceed 10 per cent of the Procurement Contract Value in the case of Goods procurement and 15 per cent – in case of Works.

10.4. Disputes between Parties, which appear in the process of execution of this Agreement, shall be solved by negotiations. If a dispute is not solved amicably in one month from the first notice on the dispute subject, then disputes shall be transferred to the court according to the laws of the Republic of Lithuania.

10.5. The Contract shall come into effect on the day of its signing and continue in full force and effect for a term all undertakings under this Contract are fulfilled.

10.6. This Contract's annexes are an integral part of it. The annexes are as follows:

10.6.1. Technical specification (Annex 1 of the conditions of the tender).

10.6.2. Supplier’s offer (Annex 2 of the conditions of the tender).

10.7. The Parties undertake to keep all the information received in the course of fulfilment hereof confidential and not to disclose it to any third parties, except to the extent provided for herein or in applicable laws.

10.8. The Contract is made in two binding counterparts – each party receives one copy of the Contract. Each copy has the same legal validity. In case of any disagreement with regard to different interpretation of the text of the Contract, the English version of the Contract shall prevail.

**11. CONTACT DETAILS**

|  |  |  |
| --- | --- | --- |
| **BUYER:** | **SUPPLIER:** | |
| **JSC „Sbetonas“**  Reg. No.: 300902683  VAT No.: LT100003335314  Account details: LT837044090106973258  Bank code: 70440  Address: Skarulių g. 58, LT-55198 Jonava, Lietuva.  Mob. No. +370 694 44744  E-mail address: [info@sbetonas.lt](mailto:info@sbetonas.lt)  Director  Ligita Savickienė  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Stamp place) | | JSC  Reg. No.:  VAT No.:  Account details:  Bank code:  Address :  Tel. No.  E-mail address:  Director  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Stamp place) | |

1. The buyer, when making the procurement, applies the requirements of green procurement, established by the Government of the Republic of Lithuania in 2010 July 21 in the resolution no. 1133 "On setting and implementation of green procurement objectives", 2011 of the Minister of the Environment of the Republic of Lithuania. June 28 in order no. D1-508 „[Approval of the procedure description for the application of environmental protection criteria in the course of green procurement](https://e-seimas.lrs.lt/portal/legalAct/lt/TAD/TAIS.403512/asr)“. The Public Procurement Service advises on green procurement issues (<https://vpt.lrv.lt/lt/darnieji-pirkimai>) [↑](#footnote-ref-1)
2. The Non-purchasing organization, taking into account the value and complexity of the procurement object, has the right to determine the minimum qualification requirements for suppliers. These requirements must be reasonable, proportionate to the object of the purchase, specific, clear, precise and understandable to all. Qualification requirements cannot artificially limit competition. When preparing supplier qualification requirements, it is possible to take into account [The methodology for determining supplier qualification requirements, approved by the Director of the Public Procurement Service in 2017 June 29 by order no. 1S-105](https://www.e-tar.lt/portal/lt/legalAct/674ebaf05d7111e79198ffdb108a3753/asr). [↑](#footnote-ref-2)