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| LT   |  |  | | --- | --- | | **RANGOS SUTARTIS Nr. ...**  *data, vieta* | | |  | | | **SPECIALIOSIOS SĄLYGOS** | | |  | | | Šiose sąlygose didžiąja raide rašomi terminai yra apibrėžti Sutarties Bendrųjų sąlygų 1 straipsnyje. | | |  | | | 1. **UŽSAKOVAS** | | | * 1. Pavadinimas | **Uždaroji akcinė bendrovė Geležinkelio tiesimo centras** | | * 1. Adresas | Trikampio g. 10, Lentvaris, Trakų raj. Lietuva | | * 1. Juridinio asmens kodas | 181628163 | | * 1. PVM mokėtojo kodas | LT816281610 | | * 1. Atsiskaitomoji sąskaita | Nr. A. s. LT70 7044 0600 0040 1776 | | * 1. Bankas, banko kodas | AB SEB bankas, Gedimino pr. 12, LT-01103 Vilnius, Lietuva, kodas 70440 | | * 1. Telefonas | +370 5 269 32 02 | | * 1. El. paštas | info@gtc.lt | | * 1. Atstovas | Pareigos, vardas, pavardė | | * 1. Atstovavimo pagrindas | Įmonės įstatų pagrindu | |  | | | 1. **RANGOVAS** | | | * 1. Pavadinimas |  | | * 1. Adresas |  | | * 1. Juridinio asmens kodas |  | | * 1. PVM mokėtojo kodas (REGION) |  | | * 1. Banko sąskaita |  | | * 1. Bankas, banko kodas |  | | * 1. Telefonas |  | | * 1. El. paštas |  | | * 1. Atstovas |  | | * 1. Atstovavimo pagrindas |  | |  | | | 1. **SUTARTIES DALYKAS** | | | * 1. Sutarties dalykas | Sutartyje, Sutarties prieduose ir pirkimo dokumentuose nustatytomis sąlygomis ir tvarka, Rangovas savo techniniais ir žmogiškaisiais ištekliais, įsipareigoja atlikti geležinkelio kelio bėgių (tipo UIC60, atitinkantys Rangovo komerciniame pasiūlyme ir pirkimo dokumentuose nurodytas specifikacijas) suvirinimo darbus ((toliau – Darbai), pagal Užsakovo pateiktus darbų užsakymus (elektroninių laiškų forma) formas, o Užsakovas įsipareigoja priimti ir atsiskaityti už laiku ir tinkamai atliktus Darbus.  Vienos sandūros suvirinimo darbai apima, (toliau – Darbai) apima bet neapsiriboja:  1. sandūros suvirinimo darbus;  2. kokybės sandūros įlinkio bandymus (bandymai atliekami ne dažniau kaip 1 bandymas per pamainą). Už bandymams atliktus suvirinimus atskirai Rangovui apmokama nebus; | | * 1. Darbų atlikimo vieta (-os) (adresas) |  | |  | | | 1. **DARBŲ KAINA IR KITI MOKĖJIMAI** | | | * 1. Kainodaros taisyklė | *Nustatomas fiksuotas įkainis –Eur / 1 sandūra + PVM;*  *Užsakovas apmoka, pagal faktiškai atliktas darbų apimtis, pateikiant užsakymų už ne mažiau kaip Sutarties 5.2. p. nurodytas Apytiksles užsakymų apimtis bei apmokama neviršijant Sutarties specialiųjų sąlygų 4.2.p. nurodytos Maksimalios sutarties kainos.* | | * 1. Maksimali sutarties kaina |  | | * 1. Kitų išlaidų paskirstymas | Technikos eksploatavimo (tame tarpe transportavimo, priežiūros ar kt) bei žmogiškųjų išteklių (reikiamos įgulos apmokymas, darbo užmokesčio mokėjimas (įskaitant darbą viršvalandžiais) išlaidos tenka Rangovui. | | Rangovui tenka bet kokių kitų išlaidų, kurios konkrečiai nenurodytos kaip tenkančios Užsakovui, našta. | | * 1. Bauda | *Kaip numatyta Sutarties Bendrosiose sąlygose* | | * 1. Sąskaitų teikimas ir apmokėjimas | *Mokėjimai yra vykdomi per 30 kalendorinių dienų po Darbų perdavimo-priėmimo aktų pasirašymo, tik už tinkamai ir kokybiškai atliktus Darbus ir pasirašyto Darbų perdavimo-priėmimo akto pagrindu išrašytos PVM sąskaitos-faktūros, atitinkančios Sutarties Bendrosiose sąlygose nurodytus reikalavimus gavimo el. paštu saskaitos@gtc.lt dienos. Kitu adresu persiųstos PVM sąskaitos - faktūros laikomos neįteiktomis ir Užsakovui nekils jokių pareigų susijusių su tokių PVM sąskaitų – faktūrų apmokėjimu.* | |  | | | 1. **TERMINAI IR DARBŲ APIMTYS** | | | * 1. Darbų atlikimo terminas (laikotarpis) | *........................*  *.....................*  *..............*  *Darbai atliekami pagal Užsakovo nurodytus darbų užsakymus elektroniniu laišku.* | | * 1. Užsakovo užsakomų darbų apimtys | *Minimalus kiekis ......... sandūrų*  *Maximalus kiekis ......... sandūrų* | | * 1. Minimalios Rangovo darbų apimtys | *.... sandūrų vnt. per dieną, išskyrus atvejus, kai atsiranda nuo Rangovo nepriklausančios aplinkybės (tame tarpe Užsakovui nesuteikiama / atšaukiama eismo pertrauka laiko ar atsiranda kitos aplinkybės, dėl kurių nėra galimybės dirbti numatytu laiku). Tokiu atveju Rangovo darbų apimtys bus perkeliamos į kitas dienas, nemažinant darbų apimties. Esant tokioms aplinkybėms, darbų apimčių perkėlimas, nepratęsiant sutarties terminio, nelaikomas Sutarties pažeidimu.* | | * 1. Sutarties galiojimo terminas |  | |  | | | 1. **KITOS SĄLYGOS** | | | 6.1. Darbuotojų sauga ir sveikata | Rangovas įsipareigoja užtikrinti tinkamas Rangovo darbuotojų saugos ir sveikatos reikalavimus, o taip pat laikytis Lietuvos Respublikos ir Europos Sąjungos nustatytų minimalaus darbo ir poilsio laiko, o taip pat kitus reikalavimus, numatytus Sutarties Bendrosiose sąlygose. | | 6.2. Už Sutarties vykdymą iš Užsakovo pusės atsakingas asmuo | *vardas, pavardė, tel., el. paštas* | | 6.3. Už Sutarties vykdymą iš Rangovo pusės atsakingas asmuo | [*vardas, pavardė, tel., el. paštas*] | | 6.4. Priėmimo - perdavimo aktus pasirašyti įgalioti asmenys | Iš Užsakovo pusės – [*vardas, pavardė, tel., el. paštas*]  Iš Rangovo pusės - [*vardas, pavardė, tel., el. paštas*] | |  | | | 1. **SUTARTIES SPECIALIŲJŲ SĄLYGŲ PRIEDAI** | | | * 1. Priedas Nr. 1 – Sutarties bendrosios sąlygos; | | | * 1. Priedas Nr. 2 – Rangovo komercinis pasiūlymas; | | | * 1. Priedas Nr. 3 – Darbų užsakymo forma; | | | * 1. Priedas Nr. 4 – Darbų priėmimo – perdavimo aktas; | | | * 1. Priedas Nr. 5 – Užduotis (Techninė specifikacija). | | | * 1. Priedas Nr. 6 – Pirkimo dokumentai | | | Šalių pasirašytos Sutarties Specialiosios sąlygos kartu su Sutarties Bendrosiomis sąlygomis ir aukščiau išvardintais priedais sudaro Sutartį tarp Užsakovo ir Rangovo. Laikoma, kad Sutartį sudarantys dokumentai vienas kitą paaiškina. Jeigu Sutarties Specialiųjų sąlygų ir / ar jų priedų nuostatos neatitinka Sutarties Bendrųjų sąlygų nuostatų, pirmenybė yra teikiama Sutarties Specialiųjų sąlygų bei jų priedų nuostatoms. Esant tarpusavio neatitikimams tarp Sutarties Specialiųjų sąlygų ir jos priedų, prioritetas teikiamas šiam Šalių pasirašytam Sutarties tekstui, po to pirkimo, kurio pagrindu buvo sudaryta Sutartis, dokumentams, po to – Rangovo pasiūlymui. | | | Ši Sutartis sudaryta lietuvių ir anglų kalbomis dviem egzemplioriais, kurie turi vienodą juridinę galią ir kurių po vieną tenka kiekvienai iš Šalių. Esant neatitikimų tarp lietuviškojo ir angliškojo Sutarties tekstų, pirmenybė teikiama Sutarties tekstui lietuvių kalba. Sutarties priedų atžvilgiu taikoma ta pati nuostata (išskyrus atvejus, jeigu konkrečiame Sutarties priede nurodyta kitaip). | | |  | | | **Šalys, pasirašydamos šias Sutarties Specialiąsias sąlygas, patvirtina, kad perskaitė tiek Sutarties Specialiąsias sąlygas ir jų priedus, tiek ir Sutarties Bendrąsias sąlygas, suprato jų turinį ir visos Sutarties sąlygos visiškai atitinka jų valią ir tikruosius ketinimus.**  **Užsakovo vardu: Rangovo vardu:**   |  |  | | --- | --- | | Generalinis direktorius  Vytautas Radzevičius | [[Pareigos] |  |  |  | | --- | --- | |  |  | | | | EN   |  |  |  | | --- | --- | --- | | **CONTRACT NO.  ...**  *date, , place* | | | |  | | | | **SPECIAL CONDITIONS** | | | |  | | | | Capitalized letters in these Terms and Conditions are defined in Article 1 of the General Terms and Conditions of the Agreement. | | | |  | | | | 1. **CUSTOMER** | | | | * 1. Name | **Uždaroji akcinė bendrovė Geležinkelio tiesimo centras** | | | * 1. Adress | Trikampio g. 10, Lentvaris, Trakų raj. Lietuva | | | * 1. Legal entity code | 181628163 | | | * 1. VAT Code | LT816281610 | | | * 1. Current account | Nr. A. s. LT70 7044 0600 0040 1776 | | | * 1. Bank/Bank code | AB SEB bankas, Gedimino pr. 12, LT-01103 Vilnius, Lietuva, kodas 70440 | | | * 1. Phone | +370 5 269 32 02 | | | * 1. E.mail. | info@gtc.lt | | | * 1. Representative | Pareigos, vardas, pavardė | | | * 1. Basis of representation | Įmonės įstatų pagrindu | | |  | | | | 1. **CONTRACTOR** | | | | * 1. Name |  | | | * 1. Adress |  | | | * 1. Legal entity code |  | | | * 1. VAT Code |  | | | * 1. Current account |  | | | * 1. Bank/Bank code |  | | | * 1. Phone |  | | | * 1. E.mail. |  | | | * 1. Representative |  | | | * 1. Basis of representation |  | | |  | | | | 1. **OBJECT OF THE AGREEMENT** | | | | * 1. Subject of the contract | Under the conditions and in accordance with the procedure set out in the Agreement, annexes of the Agreement and procurement documents, the Contractor undertakes, with its technical and human resources, to perform rail (type UIC60 meeting the specifications specified in the Contractor's proposal and procurement documents) welding (at the Customer's choice –(hereinafter referred to - **Works**), in accordance with the work orders (formed by the e.mail) provided by the Customer, and the Customer undertakes to accept and pay for timely and properly performed Work. The welding works of one joint (hereinafter – the Works) shall include:  1. joint welding works;  2 testing of the quality of the joint bending (testing performed no less than once per shift). No additional remuneration shall be provided for Contractor for the testing-related welding; | | | * 1. Address of the place of performance of the works |  | | |  | | | | 1. **PRICE OF WORKS AND OTHER PAYMENTS** | | | | * 1. Pricing rule | *A fixed fee is set:*   1. *Eur / 1 junction + VAT.* 2. *According to the scope of factual performed Wroks, the Customer shall pay by placing orders for at least of a Approximate volumes of Work‘s ordered by the Customer, specified in the point 5.2. of the Agreement and paid without limiting the Maximum contract price, specified in the point 4.2.p. of the Agreement.* | | | * 1. Maximum contract price |  | | | * 1. Allocation of other costs | The costs of operating the equipment (including transportation, maintenance, etc.) and human resources (training of the necessary crew, payment of wages (including overtime) shall be borne by the Contractor. | | | The Contractor shall bear the burden of any other costs not specifically identified as being borne by the Customer. | | | * 1. Fine | *As provided in the General Terms and Conditions of the Agreement* | | | * 1. Invoices and payment | *Payments shall be made only for the properly and qualitatively performed Works within 30 days from the date of signing the deed of acceptance and transfer of The Work‘s and receipt of VAT invoice complying with the requirements specified in the General Terms and Conditions of the Agreement together with accompanying documents to Saskaitos@gtc.lt. VAT invoices sent to another address shall be deemed not delivered and the Customer shall not incur any obligations related to the payment of such VAT invoices* | | |  | | | | 1. **TERMS AND SCOPE OF THE WORK‘S** | | | | * 1. *Deadline for completion of works (period)* | …………………….  *The Works is performed by the works order‘s by the email.* | | | * 1. *Volumes of the Work‘s ordered by the Customer* | *Minimum number of ............. junction‘s*  *Maximum number of ............ junction‘s* | | | * 1. *Minimum volumes of the Contractor's work* | *.....junctions pcs. per day, except in cases when circumstances beyond the Contractor's control arise (including the Customer is not granted / canceled a traffic break or other circumstances arise due to which it is not possible to perform a Works on time). In this case, the scope of the Contractor's Work‘s will be transferred to other days without reducing the scope of Work‘s. In such circumstances, the transfer of the scope of Work‘s without renewal of the term of the contract shall not be considered a breach of contract.* | | | * 1. Term of the Agreement |  | | |  | | | | 1. **OTHER CONDITIONS** | | | | 6.1. Employees safety and Health | | The Contractor undertakes to ensure appropriate safety and health requirements for the Contractor's employees, as well as to comply with the minimum working and rest time established by the Republic of Lithuania and the European Union, as well as other requirements provided for in the General Terms and Conditions. | | 6.2. Person responsible for the performanceof the Agreement by the Customer | | [*name, surname, phone, e-mail mail*] | | 6.3. Person responsible for the performance of the Agreement by the Contractor | | [*name, surname, phone, e-mail mail*] | | 6.4. Authorized persons to sign acceptance - transfer deeds | | On behalf of the Customer [*name, surname, phone, e-mail mail*]  On behalf of the Contractor - [*vardas, pavardė, tel., el. paštas*] | |  | | | | 1. **ANNEXES TO THE SPECIAL CONDITIONS OF THE CONTRACT** | | | | * 1. Annex no. 1 - General conditions of the contract; | | | | * 1. Annex no. 2 - Contractor's commercial offer; | | | | * 1. Annex no. 3 - Work order form; | | | | * 1. Annex no. 4 - Deed of acceptance and transfer of works; | | | | * 1. Annex no. 5 - Task (Technical Specification). | | | | * 1. Annex no 6 - Purchase documents | | | | The Special Terms and Conditions of the Agreement signed by the Parties together with the General Terms and Conditions of the Agreement and the annexes listed above constitute the Agreement between the Customer and the Contractor. The documents constituting the Agreement shall be deemed to explain each other. If the provisions of the Special Conditions of the Agreement and / or their annexes do not comply with the provisions of the General Conditions of the Agreement, the provisions of the Special Conditions of the Agreement and their annexes shall prevail. In case of discrepancies between the Special Conditions of the Contract and its annexes, priority shall be given to this text of the Contract signed by the Parties, then to the procurement documents on the basis of which the Contract was concluded, then to the Contractor's proposual. | | | | This Agreement is concluded in two equally legally valid copies in Lithuanian and English, one copy to each Party. In case of any discrepancies between the text of the Agreement in Lithuanian and English, the text of the Agreement in Lithuanian shall prevail. The same provision is applicable in respect of the annexes of the Agreement (unless stipulated otherwise in a specific annex of the Agreement). | | | |  | | | | **By signing these Special Terms and Conditions, the Parties confirm that they have read both the Special Terms and Conditions of the Agreement and their annexes and the General Terms and Conditions of the Agreement, understand their content and all terms and conditions fully correspond to their will and real intentions.**  **On behalf of the Customer: On behalf of the Contractor:**   |  |  | | --- | --- | | CEO  Vytautas Radzevičius | [][Position] |  |  |  | | --- | --- | |  |  | | | | |