

CONTRACT FOR THE SALE AND PURCHASE OF GOODS

22 March 2021 No. KPS-32
Vilnius

I. SPECIAL PART

Lithuanian Armed Forces, legal entity code 188732677, Šv. Ignoto 8, LT-01144 Vilnius, represented by the CinC Lithuanian Navy Capt (N) Giedrius Premeneckas, acting in accordance with the authorization No V-910 of the Commander of the Armed Forces of 30 July 2020 (hereinafter – the **Purchaser**) and **Sainsel Sistemas Navales, S.A.U., S.M.E.**, represented by general manager José Antonio López Berrio and corporate manager Pedro Valero Castro, acting in accordance with Memorandum of association and Articles of association (hereinafter – the **Supplier**), hereinafter jointly in this Contract on the Purchase and Sale of Services referred to as the Parties and each of them separately as the Party, following the Law on Public Procurement of the Republic of Lithuania, have concluded this Contract on the Purchase and Sale of Services, hereinafter referred to as the Contract, and have agreed on the following conditions:

1. Object of the Contract

1.1. **The Seller** undertakes to sell and deliver **8 (eight) sets of warship electronic chart display and information systems (hereinafter – the Goods or Item when used in singular)**, which comply with the technical specification provided in Annex 1 to the Contract entitled “*Technical Specification. Warship Electronic Chart Display and Information System (WECDIS)* (hereinafter – **Annex 1**) and other requirements specified in the Contract.

1.2. **The Buyer** undertakes to accept the Goods which meet the requirements of the Contract and pay for the Goods in accordance with the procedure set out in the Contract.

1.3. **The Seller's** obligations specified in point 1.1 of the Special Part of the Contract shall be deemed to have been duly completed only after delivery, installation, connection, configuration and performance testing for the entire quantity of Goods and completion of all training under the Contract.

2. Contract price/ pricing rules

2.1. A pricing method of a fixed price shall be applied on the Contract.

2.2. **The Contract price is EUR 567600,00 (five hundred sixty seven thousand six hundred EUR) excluding VAT.** The price of the Goods shall include all taxes and all costs of **the Seller** including, but not limited to the ones specified in point 2.4 of the General Part of the Contract, related to the sale, delivery and gathering (storage, packaging, transportation, uninterruptible power supply installation and connection, acquisition of licensed products), personnel training, VAT and other costs and taxes that may affect the price or may arise during the performance of the Contract. When concluding this Contract, **the Seller** assesses the total volume of the Goods and assumes the risk of fluctuations in cost levels.

2.3. Since the readiness of ship crews of the Lithuanian Navy to carry out practical tasks both ashore and at sea is inseparable from the performance of search and rescue works entrusted for the Lithuanian Navy vessels, in accordance with Article 43 (1, 3, 4) of the Law of the Republic of Lithuania on Value Added Tax, 0 (zero) percent VAT rate shall be charged on ships used for search and rescue at sea, services required for direct maintenance and meeting of the needs of the ships and supply of spare parts for the ships.

3. Place, time limits and conditions for the delivery of Goods



3.1. **The Seller** undertakes to deliver, install, connect, configurate and make performance testing for the entire quantity of the Goods and train personnel within **24** (twenty-four) months from the date of entry into force of the Contract.

3.2. The place of delivery, installation, connection, configuration, performance testing, handing over of the Goods and personnel training: Žūklės 24, Klaipėda, Republic of Lithuania, Naval Forces of the Lithuanian Armed Forces.

3.2.1. Goods can be supplied both in stages and in parallel at once. **The Seller** undertakes to provide the schedule(s) for the supply of Goods and for the training of personnel after the entry into force of the Contract and to coordinate that with **the Buyer** no later than one month after the date of entry into force of the Contract. The schedule(s) may be amended unilaterally by **the Buyer** if the ship(s) on which the equipment is to be installed is/are required for **the Buyer** to use for its functions.

3.3. Goods shall be delivered in accordance with international trade (contract) terms INCOTERMS 2020 “DDP, Klaipėda”.

3.4. Along with the Goods, **the Seller** shall also provide **1** (one) technical drawing and operator manual in the electronic version in English and Lithuanian for each vessel in which the system was installed.

3.5. **The Seller** undertakes to train system operators of the crew and first-level technical maintenance personnel (not less than 10 participants for each course, with not more than 5 working days for each course) in Lithuanian or English to work independently with the equipment and teach them how to reach full performance of the Goods not later than within **1** (one) month from the first day of signing the Act on the Delivery and Acceptance of the Goods duly delivered and installed, connected, configurated and inspected. Each course shall be available for at least 10 participants, with no limit to the maximum number of participants. Training for system operators of the crew and first-level technical maintenance personnel shall be organised and conducted separately, unless **the Buyer** agrees that courses are organised jointly.

4. Payment procedure

4.1. **The Buyer** shall pay to **the Seller** in accordance with the procedure established in point 4.1 of the General Part of the Contract when **the Seller** delivers all the Goods and finishes all the training. At the discretion of **the Buyer**, payment in parts is possible after the training on the operation of the first accepted Item is performed as established in point 3.5 of the Special Part of the Contract and other payment for the Goods is possible after the remaining 3 (three) and, respectively, 4 (four) pcs of Goods are accepted.

4.2. An advance of up to 100 (one hundred) percent of the value of the purchased Goods may be paid at the discretion of **the Buyer**. After **the Seller** notifies and submits the confirmation of the quantity of the Goods to be delivered, the advance shall be deemed to be paid from the value of the Goods which **the Seller** undertakes to deliver. In such a case, the conditions set forth in points 4.3–4.6 of the General Part of the Contract shall apply where the guarantee of advance payment must be valid for all pre-paid Goods for more than two months after the last date of signing the Act on the Delivery and Acceptance of Goods.

4.3. During the performance of the Contract, VAT invoices shall be submitted by **the Seller** using the information system “E. sąskaita” by specifying **the Buyer**, Contract number and the date. If **the Seller** does not provide the invoice by means of the information system “E.sąskaita”, no payment shall be made.

5. The right of the Buyer to unilaterally terminate the Contract

5.1. If **the Seller** delays in the delivery of Goods and/or train the staff for more than **30** (thirty) days from the deadline laid down in point 3.1 or 3.5 of the Special Part of the Contract, **the Buyer** shall have the right to terminate the Contract in accordance with the procedure laid down in point 9.2 of the General Part of the Contract.

5.2. **The Buyer** has the right to unilaterally terminate the Contract by notifying **the Seller** in writing no later than 7 (seven) days in advance when the Government of the Republic of Lithuania adopts a decision confirming that the Contract does not meet the interests of national security, unless the

legislation and/or the decision of the Government of the Republic of Lithuania shall set another date for the termination of the Contract.

5.3. Other cases of unilateral termination of the Contract are provided for in point 9.2 of the General Part of the Contract.

6. The quality of Goods

6.1. Goods must comply with the conditions laid down in the Contract and its Annexes.

6.2. Conformity of the Goods with the requirements set forth in Annex 1 to the Contract shall be assessed and acceptance shall take place upon delivery, installation, connection, configuration and performance testing at the address referred to in point 3.2 of the Contract. **The Buyer**, after checking the Goods, shall draw up the Act on the Delivery and Acceptance of Goods for each Item. Where discrepancies are found, the Goods shall not be accepted and shall be deemed not to have been delivered.

6.3. **The Buyer** shall acquire the right of ownership to 7 (seven) delivered Goods after **the Seller** and **the Buyer** sign the Act on the Delivery and Acceptance of Goods of each item, which is signed only if the Goods are of high quality, new, in full set (with all components and accessories) and meet the requirements laid down in Annex 1 to the Contract and other requirements of the Contract.

6.4. **The Buyer** shall acquire the right of ownership to 1 (one) Item delivered for the HUNT class vessel after **the Seller** and **the Buyer** sign the Act on the Delivery and Acceptance of Goods of each Item, which is signed after demonstration of proper performance of the Item and after evaluation whether the Item is of high quality, new, in full set (with all components and accessories) and meets the requirements laid down in Annex 1 to the Contract and other requirements of the Contract.

6.4. **The Seller** shall be responsible for the delivery, installation, connection, configuration and performance testing of high quality Goods that meet the requirements of the Contract and shall, at the request of **the Buyer**, carry out and provide additional objective data to prove conformity of the Goods.

7. Warranty obligations

7.1. The warranty period for the Goods delivered by **the Seller** shall be at least 24 (twenty-four) months from the date of signing the Act on the Delivery and Acceptance of Goods.

7.2. In case of replacement of parts which cannot be repaired to the new ones by **the Seller** within the time limit specified in point 7.1 of the Special Part of the Contract, the quality guarantee for the new parts shall be 24 (twenty-four) months from the date of signing the Act on the Delivery and Acceptance of the works performed.

7.3. **The Seller** shall ensure that the obligation referred to in point 7.1 of the Special Part of the Contract is fulfilled only by the manufacturer of the Goods or by the authorised specialist of the manufacturer of the Goods, who must provide **the Buyer** with the document proving the manufacturer's authorisation to provide warranty services.

7.4. Time limit referred to in point 6.3 of the General Part of the Contract shall be 30 (**thirty**) days from the written request of **the Buyer** to **the Seller** for the performance of the warranty works.

8. Additional guarantee for the enforcement of contractual obligations

8.1. The amount secured in writing by the bank guarantee or a surety of the insurance company 39732,00 (*thirty nine thousand seven hundred thirty two EUR*), the term of which must be two months longer than the period specified in point 3.1 of the Special Part of the Contract. If the date of handing over of the last Item and personnel training is before the time limit specified in point 3.1 of the Special Part of the Contract, the period of validity of the bank guarantee or a surety letter of the insurance company must be longer than the date of handing over of the last Item and the personnel training. After this deadline, the bank guarantee or a surety letter of the insurance company may be returned to **the Seller** earlier.

8.2. The bank guarantee or a surety letter of the insurance company must comply with the requirements laid down in points 12.1, 12.2 and 12.3 of the General Part of the Contract.

9. Other conditions

9.1. The minimum losses agreed by the Parties in advance referred to in point 11.1 of the General Part of the Contract shall be 0.1% of the amount of the price of the Goods not delivered, excluding

VAT, for each day of delay. This point shall also apply to the time limits for the delivery of Goods laid down in the schedule adopted on the basis of point 3.2.1 of the Special Part of the Contract.

9.2. The minimum losses agreed by the Parties in advance referred to in point 11.3 of the General Part of the Contract shall be 0.1% of the amount of the price, excluding VAT, of the Goods for which the deficiencies have not been corrected or of the Goods which are unchanged, for each day of delay.

9.3. The minimum losses agreed by the Parties in advance referred to in point 11.4 of the General Part of the Contract shall be EUR 39732,00 (*thirty nine thousand seven hundred thirty two EUR*).

9.4. The duration of force majeure shall be 30 (thirty) days, subject to the conditions of point 9.1.2 of the General Part of the Contract.

9.5. **The Seller** undertakes to fulfil the obligations referred to in point 8 of the General Part of the Contract and provide **the Buyer** with a copy of duly signed Contract and the data necessary for identification of the Goods purchased using the templates for data filling set out in Annex 3 to this Contract entitled "Forms of documents required for codification". **The Seller** shall submit the completed and signed forms electronically to the GRA Military Standardization and National Codification Bureau, phone +370 5 278 5250, e-mail: neblt@mil.lt

9.6. **The Seller** shall not use the sub-supplier(s) for the performance of the Contract.

9.7. The licences relating to the Goods shall be transferred by **the Seller** to **the Buyer** upon delivery of the Goods (the software is transmitted on CD/DVD media).

9.8. **The Seller** ensures that the software of the Goods will be maintained for at least 10 (ten) years from the date of entry into force of the Contract.

9.9. **The Seller's** representative – Carlos Fadón Perlines, e-mail: cfadon@sainsel.es, tel.: +34 609 81 94 51).

9.10. **The Buyer's** representative – LT (N) Egidijus Šeputis CO LNS „Dzūkas“ (P12), e-mail: egidijus.seputis@mil.lt, tel. +370 46 391381.

9.11. Person responsible for the publication of the Contract and its amendments – Linas Turčinavičius, DMA under MOD, chief specialist of First procurement organization division, tel. +370 5 278 5231, e-mail: linas.turcinavicius@kam.lt.

9.12. Annexes to the Contract:

9.12.1. Annex 1 "*Technical Specification. Warship Electronic Chart Display and Information System (WECDIS)*", 13 pages;

9.12.2. Annex 2 "*Price of the Goods*"

9.12.3. Annex 3 "*Forms of documents required for codification*" (example of filling), 2 pages.

10. Validity of the Contract

10.1. The Contract shall be valid for **24** (twenty-four) months from the date of entry into force of the Contract and, in respect of financial and guarantee obligations, until the financial and guarantee obligations are fully fulfilled.

10.2. No extension of the Contract is planned.

10.3. 2.2 points of the General Part of the Contract shall not apply to the Contract.

11. The Buyer's particulars

Lithuanian Armed Forces

Code 188732677

VAT code LT887326716

Šv. Ignoto 8, LT-01144 Vilnius, Lithuania

Bank account LT48 7300 0100 0246 0179

AB Swedbank

12. The Seller's particulars

Sainsel Sistemas Navales, S.A.U., S.M.E.

Code A41513581

VAT payer code: ESA41513581

Address: Avenida de Castilla 2, Parque Empresarial San Fernando, Edificio Canadá - 28830 San Fernando de Henares (Madrid), Spain

IBAN Code: ES74 0128 0899 7101 0001 2762

SWIFT Code: BKBKESMMXXX

Bank name: BANKINTER, S.A.

The Buyer

Lithuanian Armed Forces
CinC Lithuanian Navy Capt (N)

Giedrius Premeneckas



The Seller

Sainsel Sistemas Navales, S.A.U., S.M.E.
General manager

José Antonio López Berrio

Corporative manager

Pedro Valero Castro

Sainsel

CONTRACT ON THE SALE AND PURCHASE OF GOODS

II. GENERAL PART

1. Concepts

1.1. The following basic concepts are used in the Contract:

1.1.1. Contract – the General and Special Parts of the Contract on the Sale and Purchase of Goods, and the annexes to the Contract on the Sale and Purchase of Goods.

1.1.2. Parties to the Contract – **the Buyer** and **the Seller**.

1.1.2.1. **The Buyer** – the Party to the Contract the particulars of which are specified in the Contract and which purchases the Goods under the Contract conditions;

1.1.2.2. **The Seller** – the Party to the Contract the particulars of which are specified in the Contract and which sells the Goods under the Contract conditions.

1.1.3. **Recipient** – the Buyer's branch specified in the Special Part of the Contract or in the Annex to the Contract to which the Goods are delivered.

1.1.4. Third party – any natural or legal person (including the state, public authorities, municipality, municipal authorities), except for **the Recipient** which is not the Party to this Contract.

1.1.5. Licenses – all necessary licenses and/or permits necessary for the performance of the Contract.

1.1.6. Object of the Contract – goods and all services related to the sale of these goods (staff training, installation, introduction, delivery, etc.), which have been agreed by the Parties to the Contract in the Special Part of the Contract and which comply with the Buyer's requirements.

1.1.7. The minimum losses agreed by the Parties in advance – the amount of money established in the Contract or calculated and undisputed under the procedure established in the Contract that **the Seller** undertakes to pay to **the Buyer** if the contractual obligations are not fulfilled or are not properly fulfilled.

1.1.8. Pricing rules – Contract price/rates or the Rules on the calculation of the Contract price/rates and adjustment of the Contract price/rates.

1.1.9. Consignment – the quantity of Goods delivered simultaneously.

1.1.10. Batch of goods – goods having the same characteristics, manufactured according to the same technology, under the same conditions, from raw materials or materials obtained from the same manufacturer/seller of raw materials or materials.

1.1.11. Batch of materials – a certain quantity of materials produced according to the same technology, under the same conditions, from the same raw materials obtained from the same producer or seller of raw materials. The laboratory test report, the manufacturer's declaration of conformity, the assessment certificate or certificate may be used as evidence of the quality of the batch of materials.

1.2. The calculation of the minimum losses agreed by the Parties in advance shall begin on the day following the last due date for the performance of the obligations under the Contract and shall end after the performance of the obligations by the Party to the Contract (the last day of the calculation shall be considered as the date of the performance of the obligations).

1.3. The titles of the parts and articles of the Contract are used only for the convenience of reference and may only be used as an additional tool for the interpretation of the Contract.

1.4. Unless otherwise specified in the Contract, the duration and other time limits of the Contract shall be calculated in calendar days.

1.5. If the deadline for payment or performance of obligations coincides with official holidays and non-working days in the Republic of Lithuania, then under the Contract the deadline for performance of obligations and payment is the following working day.

1.6. In the Contract where the context requires, words in the singular can have a plural meaning and vice versa.

1.7. In cases where a certain meaning is different between the indicated in words and the indicated in numbers, the verbal meaning shall be followed.

2. Contract price/the price of Goods/pricing rules

- 2.1. Contract price/the price of Goods – the amount of money that **the Buyer** undertakes to pay to **the Seller** in accordance with the procedure and time limits established in the Contract.
- 2.2. Contract price/the price of Goods shall be constant and remain unchanged throughout the period of validity of the Contract, unless the rate of VAT/excise tax applicable to the Goods changes after signing the Contract. The recalculated Contract price/the price of Goods shall be entered into by written agreement between the Parties and shall apply to the Goods delivered after the date of entry into force of such agreement signed by the Parties.
- 2.3. The price of Goods shall be modified in accordance with the pricing rules laid down in the annex to the Contract. The recalculated price shall be entered into by written agreement between the Parties and shall apply to the Goods delivered after the date of entry into force of the agreement signed by the Parties (*if such provision specified in the Special Part of the Contract applies*).
- 2.4. **The Seller** shall include in the Contract price/the price of Goods all costs and taxes related to the supply of Goods, including but not limited to:
- 2.4.1. logistics (transportation) costs;
 - 2.4.2. packing, loading, transit, unloading, unpacking, inspection, insurance and other costs related to the supply of Goods;
 - 2.4.3. all costs related to the preparation and submission of documents required by **the Buyer**;
 - 2.4.4. costs related to collection and/or commissioning and/or maintenance of the Goods delivered;
 - 2.4.5. costs related to the provision of tools necessary for the commissioning and/or maintenance of the Goods delivered;
 - 2.4.6. costs related to the provision of instructions for use and maintenance provided for in the Technical Specification;
 - 2.4.7. costs related to warranty repair of the Goods;
 - 2.4.8. all costs related to the manufacture and delivery of the working samples to **the Buyer**;
 - 2.4.9. all costs related to the manufacture and delivery to **the Buyer** of material samples (basic and accessories) used in the manufacture of the product.
- 2.5. The risk of foreign exchange rate fluctuations and producer price changes shall be borne by **the Seller**.
- 2.6. **The Buyer** and **the Seller** may conclude a tripartite direct settlement agreement with the sub-supplier(s) referred to in the Special Part of the Contract, in which, to the extent and under conditions agreed between the Parties and the sub-supplier, **the Seller** transfers the right to the sub-supplier to demand payment of the agreed part of the Contract price. The transfer of the right of claim to the sub-supplier without the conclusion of a direct settlement agreement shall not be valid.
- 2.7. The sub-supplier shall notify **the Buyer** in writing that it wishes to conclude a direct settlement agreement in order to receive payment under the Contract directly to it. Together with the request for a direct settlement agreement, the sub-supplier shall submit:
- 2.7.1. The main terms of a direct settlement agreement are specified in point 2.8 of the General Part of the Contract.
 - 2.7.2. Confirmation by **the Seller** that it agrees to conclude a direct settlement agreement under the terms proposed by the sub-supplier.
 - 2.7.3. Documents proving that there are no grounds referred to in Article 46 (1) of the Law on Public Procurement.
- 2.8. A direct settlement agreement shall establish the part of the Contract price those right to claim is transferred to the sub-supplier. It shall also establish the payment procedure, which shall comply with the procedure established in the Special Part of the Contract, the sub-supplier's duty to provide invoices only in agreement with **the Seller** and upon the submission of the written evidence on such agreement, the obligation of the Parties and the sub-supplier to notify each other about the changes in the particulars, in payment execution procedure in the event of a dispute between **the Seller** and



the sub-supplier, and additional assurance of the enforcement of obligations (applied only in the event advance payments are planned).

2.9. A direct settlement agreement must be concluded no later than the date from which the payment obligation arises in accordance with point 4.1 of the General Part of the Contract.

2.10. A direct settlement with the sub-supplier shall not release **the Seller** from its obligations under the Contract. The rights, duties and other obligations of **the Seller** under the Contract not related to the claim to pay the Contract price cannot be transferred to the sub-supplier.

2.11. **The Buyer** shall have the right to express to the sub-supplier any objections, which **the Buyer** was entitled to express to **the Seller** prior to the transfer of the right of claim.

2.12. In the event of a dispute between **the Seller** and the sub-supplier regarding the settlement or arrangements provided for in the direct settlement agreement, all payment obligations shall be directed to **the Seller**. If the claim of the sub-supplier (invoice or another document) is not agreed with **the Seller**, it will be considered that there is a dispute between **the Seller** and the sub-supplier.

2.13. All payment documents of the Procurement Contract must be submitted using the means of the information system "E.sąskaita" (E-invoice). Changes in the legislative provisions on the submission of payment documents via the information system "E.sąskaita" (E-invoice), the legal regulation in force at the time shall apply accordingly.

3. Time limits and conditions for the supply of Goods

3.1. Goods shall be delivered in accordance with the time limits and conditions laid down in the Special Part of the Contract (or in the annex(s) to the Contract).

3.2. Goods shall be delivered by **the Seller** at its own risk without additional payment. **The Buyer** shall acquire the right of ownership to the Goods after both Parties sign a document confirming the delivery and acceptance of Goods, which is signed only if the Goods are of high quality and meet the requirements laid down in the Contract and its annex (s). Where the Goods delivered are of high quality and meet the requirements laid down in the Contract and its annex (s), the document certifying the delivery and acceptance of Goods shall be signed no later than 30 days, except when the Goods undergo laboratory tests.

3.3. Goods delivered in excess of the quantities indicated in the Contract/applications/orders shall not be paid by **the Buyer**.

3.4. If **the Seller** delivers a consignment of Goods smaller than that specified in the Contract/applications/orders, **the Buyer** shall return the delivered consignment of Goods back to **the Seller** and the Goods shall be deemed not to have been delivered. **The Seller** shall immediately pick up the Goods at its own expense. If **the Seller** fails to fulfil obligation to pick up the Goods immediately, **the Seller** shall not have the right to make claims regarding the loss or damage of Goods. **The Seller** shall also be subject to the penalties provided for in point 11.1 of the General Part of the Contract (if the deadline for the delivery of Goods is missed due to the need to pick up the consignment).

3.5. After the Contract comes into force, within the time limits specified in the Special Part of the Contract, **the Seller** undertakes:

3.5.1. to prepare, manufacture, agree with **the Buyer** and confirm the working samples of the purchased Goods (2 copies, one for **the Buyer**, the second for **the Seller**), which meet the requirements set out in the Contract and its annex (s) (*if such provision established in the Special Part of the Contract applies*);

3.5.2. to agree with **the Buyer** and provide a quality assurance plan for the Goods, which is prepared in accordance with the recommendations for the development of quality assurance plan or the standards specified in the Special Part of the Contract (*if such provision established in the Special Part of the Contract applies*);

3.5.3. to agree with **the Buyer** on the instruction for the use (maintenance) of Goods, which shall be provided with each product (*if such provision established in the Special Part of the Contract applies*).

3.6. If, during the period of Contract validity, the manufacturer of the Goods replaces/renews the Goods purchased under the Contract, **the Seller** shall provide documents confirming compliance of

the Goods with the requirements of the Contract, and harmonise and validate the working samples of the product of the new model/name (if the approval of the working samples is mandatory in accordance with the requirements of the Contract). **The Seller** shall have the right to supply the Goods of a new model/name upon agreement with **the Buyer** and conclusion of additional agreement with **the Buyer**. The Goods of a new model/name shall comply with the requirements laid down in the Contract and its annex (s) and shall be supplied at the same price and shall not be inferior in technical particulars to the Goods covered by the Contract. The Goods of a new model must be compatible with other Goods to be purchased and already purchased under the Contract.

3.7. During the performance of the Contract, the manufacturer of the Goods referred to in the Contract may be replaced by another manufacturer only due to objective circumstances which could not have been foreseen by **the Seller** at the time of submission of the application/tender. The replacement of the manufacturer shall be possible only after prior written agreement **with the Buyer** and upon signing of an agreement to replace the manufacturer. A request to replace the manufacturer specified in the Contract with another one shall be submitted to **the Buyer** in writing, specifying the grounds for the replacement, while **the Seller** must provide documentation showing that the Goods proposed by the new manufacturer comply with the requirements of the Contract. **The Seller** must also agree and approve the working samples of a new manufacturer of the Goods (if in accordance with the requirements of the Contract the confirmation of working samples is obligatory). The Goods of the new producer must comply with the requirements laid down in the Contract and its annex (s) and shall be supplied at the same price and shall not be inferior in technical particulars to the Goods covered by the Contract.

4. Payment terms and conditions

4.1. **The Seller** shall be paid when the object of the Contract complying with the requirements of the Contract and its annex (s) is transferred to **the Buyer**, and the document confirming the delivery and acceptance of Goods is signed by both Parties in accordance with the procedure established in the Contract, within 30 (thirty) days after receipt of the document proving the delivery and acceptance of Goods and the invoice. Invoice shall be submitted by electronic means provided for in Article 22 (3) of the Law on Public Procurement/in Article 12 (10) of the Law on Public Procurement in the Fields of Defence and Security. In the event of a delay in payment within the deadline provided for in this point, at **the Seller's** request (no later than 30 (thirty) days after receipt of the claim), **the Buyer** shall pay interest in accordance with the Law of the Republic of Lithuania on the Prevention of Late Payment in Commercial Transactions.

4.2. After the delivery of Goods by **the Seller**, **the Buyer** shall have the right to decide within 3 (three) days whether the Goods delivered by **the Seller** (for the agreed batch of goods or/and consignment) will undergo laboratory tests to ensure that the Goods meet the requirements set out in the Contract and its annex (s). If **the Buyer** decides that the Goods will not be subjected to laboratory tests, the Goods meeting the requirements laid down in the Contract and its annex (s) shall be accepted and **the Buyer** shall pay for the accepted Goods to **the Seller** within 30 (thirty) days of receipt of the invoice. If **the Buyer** decides that the Goods will be subjected to laboratory tests, payment shall be made within 30 (thirty) days after the results of the laboratory tests have been obtained and the Goods have been confirmed to comply with the requirements laid down in the Contract and its annex (s) (*if such provision regarding advance payment established in the Special Part of the Contract applies*).

4.3. If advance payment, the size of which is established in the Special Part of the Contract, is paid for the Goods, **the Seller** undertakes within 5 (five) working days from the receipt of the notification to provide **the Buyer** the advance amount of the advance payment as bank guarantee or a surety letter of the insurance company (which is valid for 2 (two) months after the delivery date) and the payment of advance payment invoice. If the prepayment is secured by surety, **the Seller** shall also provide a confirmation from the insurance company (a proof of payment, etc.) that the surety letter is valid (*if such provision regarding advance payment established in the Special Part of the Contract applies*).

4.4. Advance bank guarantee or a surety letter must state that the guarantor/surety is irrevocably and unconditionally obliged to pay to **the Buyer**, within 14 (fourteen) days of the receipt of the written



notification from **the Buyer** confirming the termination of the Contract through the fault of **the Seller**, an amount not exceeding the amount of the surety/guarantee by transferring the money to **the Buyer's** account.

4.5. Advance bank guarantee or a surety letter cannot state that the guarantor or surety is only liable for the compensation of direct damages. There can be no provisions or conditions which would oblige **the Buyer** to prove to the company which has issued a guarantee or a surety letter that the Contract with **the Seller** has been lawfully terminated or otherwise allow the company which has issued a guarantee or a surety letter not to pay (or delay) the amount secured (ensured) by the guarantee or surety.

4.6. Advance bank guarantee or a surety letter of the insurance company which do not meet the requirements laid down in points 4.3-4.5 of the General Part of the Contract shall not be accepted. In such a case, **the Seller** shall be deemed not to have provided the advance bank guarantee or a surety letter of the insurance company to **the Buyer** and shall be paid in accordance with point 4.1 of the General Part of the Contract.

4.7. The advance shall be paid within 10 (ten) days from the receipt of the advance bank guarantee or a surety letter of the insurance company and the advance payment invoice.

4.8. The Parties shall have the right to conclude additional agreements for the reduction of the amount provided for in the bank guarantee or a surety letter of the insurance company after **the Seller** has duly fulfilled a part of the obligations.

5. The quality of Goods

5.1. Goods shall comply with the requirements laid down in the Contract and its annex (s).

5.2. **The Seller** agrees that, in accordance with the requirements of LKS STANAG 4107, the representative of the State Quality Assurance in Lithuania can contact the relevant state quality assurance unit of the NATO state or organisation in the state of **the Seller** to carry out State Quality Assurance Supervision during the duration of the Contract (*if such provision established in the Special Part of the Contract applies*). If **the Seller** is not a manufacturer, this requirement shall be included in the Seller's contract with the supplier that will produce the Goods for **the Seller**, informing **the Buyer** and providing relevant documents (*if such provision established in the Special Part of the Contract applies*).

5.3. If the Goods at the time of acceptance are found not to comply with the requirements laid down in the Contract and its annex (s), the representatives of **the Seller** shall be invited without delay, in the presence of whom the Act shall be drawn up, the Goods shall not be accepted and **the Seller** shall be subject to contractual liability if the time limit for the delivery of Goods has expired.

5.4. In the event that the conflict over the quality of Goods and their compliance with the requirements laid down in the Contract and its annex (s) cannot be resolved by mutual agreement between the Parties to the Contract, the Parties shall have the right to invite independent experts. All costs related to the work of experts shall be borne by the Party to whose detriment the decision of the experts has been taken.

5.5. If **the Buyer**, in accordance with point 4.2 of the General Part of the Contract, decides to perform laboratory tests of the Goods from the selected batch (consignment), in the presence of **the Seller's** representative, it shall choose the quantity of the Goods specified in the Special Part of the Contract, where compliance with the requirements set out in the Contract and its annex (s) will be checked (*if such provision established in the Special Part of the Contract applies*).

5.6. If, during the laboratory tests the Goods are found not to comply with the requirements laid down in the Contract and its annex (s), the remaining Goods (batch and/or consignment) shall be returned to **the Seller**. No payment shall be made for these Goods and the Goods shall be deemed not to have been delivered, and **the Seller** shall be subject to the penalties provided for in point 11.1 of the General Part of the Contract. If the Goods are found not to comply with the requirements of the Contract and its annex (s), no payment shall be made for the Goods used for tests, while **the Seller** shall have to pay the costs for the laboratory tests and pay to **the Buyer** a 10% of the size of the price of defective batch, excluding VAT, i.e. the minimum losses agreed by the Parties in advance, which

are intended to compensate the administrative costs incurred by **the Buyer** for preparing the Goods for laboratory testing procedures. In such a case, **the Seller** shall replace the Goods not accepted which do not comply with the requirements laid down in the Contract and its annex (s) with new Goods which comply with the requirements laid down in the Contract and its annex (s). The replacement of Goods is made within the time limit established in the Special Part of the Contract (*if such provision established in the Special Part of the Contract applies*).

5.7. If during the testing, the Goods are found to be compliant with the requirements laid down in the Contract and its annex (s), **the Buyer** shall pay the costs of the laboratory tests, while **the Seller** shall replace the Goods used for laboratory tests with the new ones to **the Buyer** without additional payment.

6. Product quality guarantee

6.1. The Goods shall be given the term of quality guarantee/usability period specified in the Special Part of the Contract (or in the annex to the Contract).

6.2. During the term of quality assurance/usability period, **the Seller** shall, not later than within the time limit specified in the Special Part of the Contract at its own expense, instead of defective Goods provide other equivalent Goods (the Goods do not need to be identical to the purchased Goods, but must be able to carry out their functions in accordance with the Contract) which would be available in the Goods purchased under the Contract during the correction term corresponding to the requirements of the Contract and its annex (s) (*if such provision established in the Special Part of the Contract applies*).

6.3. During the period of quality guarantee, **the Seller** shall, not later than within the time limit specified in the Special Part of the Contract at its own expense, remove the defects of Goods or if the Seller fails to remove the defects of Goods, it shall replace them at its own expense with the new ones complying with the requirements of the Contract and its annex (s) and compensate **the Buyer's** losses (if any)/During the period of usability, **the Seller** shall, not later than within the time limit specified in the Special Part of the Contract its own expense replace the Goods complying with the requirements of the Contract and its annex (s) and compensate for **the Buyer's** losses (if any).

6.4. **The Buyer** shall be notified of any deficiencies of the Goods observed during the term of the quality guarantee in writing (by post, e-mail, etc.). The claim regarding product quality may be made during the entire period of quality guarantee/usability period.

6.5. During the quality guarantee, **the Buyer** may decide to carry out laboratory tests from the selected consignment or each batch (if a consignment consists of several batches), in the presence of **the Seller's** representative, by choosing the amount of Goods specified in the Special Part of the Contract for which compliance with the requirements set out in the Contract and its annex (s) will be checked. If the results of the laboratory tests obtained do not comply with the requirements laid down in the Contract and its annex (s), the entire consignment/batch delivered shall be considered as defective and the costs of the laboratory tests shall be borne by **the Seller**. The replacement of Goods which do not comply with the requirements with the ones of high quality shall be carried out in accordance with the provisions specified in point 6.3 of the General Part of the Contract (*if such provision established in the Special Part of the Contract applies*).

6.6. If the Goods are replaced with the new ones, the warranty period referred to in the Special Part of the Contract shall be the same from the date of signature of the document confirming the delivery and acceptance of the new Goods.

6.7. The term of the quality guarantee for Goods which **the Buyer** has not been able to use at the time of elimination of the deficiencies shall be extended for a period equal to the period of elimination of the deficiencies of the Goods.

6.8. The quality guarantee referred to in the Special Part of the Contract (or in the annex to the Contract) shall not apply if **the Seller** proves that the deficiencies in the Goods are the result of incorrect or improper treatment of the Goods or of the activities of third parties or force majeure.

7. Force majeure circumstances

7.1. The Party shall not be held liable for a failure to fulfil any obligations under this Contract if it proves that this occurred as a result of unusual circumstances beyond the control and reasonable foresight of the Parties and to prevent the occurrence of such circumstances or their consequences. Force majeure are considered to be the circumstances referred to in Article 6.212 of the Civil Code of the Republic of Lithuania and the Rules on the exemption from liability under force majeure approved by the Resolution No. 840 of the Government of the Republic of Lithuania of 15 July 1996. In determining force majeure circumstances, the Parties shall follow the Resolution No. 222 of the Government of the Republic of Lithuania of 13 March 1997 "On the approval of the procedure for issuing certificates attesting force majeure" or regulatory acts replacing it. In the event of force majeure, the Parties to the Contract shall be exempted from liability for non-fulfilment, partial non-fulfilment or improper performance of obligations under the legislation of the Republic of Lithuania, and the time limits for the fulfilment of obligations shall be extended.

7.2. The Party asking to exempt it from liability shall notify the other Party in writing of force majeure circumstances immediately, but no later than within 10 (ten) working days of the occurrence or manifestation of such circumstances by providing evidence that it has taken all reasonable precautions and made all efforts to minimise the costs or negative consequences and shall also report on the potential time limit for the performance of liabilities. Notification shall be also required when the grounds for non-fulfilment of obligations disappear.

8. Codification

8.1. Within 5 (five) days after the Contract comes into force, **the Seller** shall provide **the Buyer** with a copy of duly signed Contract sent to its address and the particulars necessary for the identification of the Goods purchased, in accordance with the forms "List of material goods to be codified" and "Information about the manufacturer or the supplier" set out in the annex to this Contract. **The Seller** shall provide completed and signed forms electronically or in paper copies (*if such provision established in the Special Part of the Contract applies*).

8.2. At the request of **the Buyer**, **the Seller** shall provide additional technical documentation necessary for codification (e.g. technical characteristics, drawings, photos, catalogues, references, etc.) free of charge within 5 (five) days.

9. Termination of the Contract

9.1. The Contract may be terminated:

9.1.1. by written agreement of the Parties;

9.1.2. when force majeure lasts more than the number of days specified in the Special Part of the Contract (depending on the specifics of the performance of the Contract, a particular term indicated in the Special Part may be from 14 to 60 days) and if both Parties fail to agree on the amendment of this Contract allowing the Parties to continue to fulfil their obligations, each Party may unilaterally terminate the Contract by notifying the other Party in writing not later than 7 (seven) days in advance.

9.2. **The Buyer**, by notifying **the Seller** in writing no later than 7 (seven) days in advance (*if no other time limit is indicated in the Special Part of the Contract*), shall have the right to unilaterally terminate the Contract for a substantial breach of the Contract. A substantial breach of Contract shall be considered if:

9.2.1. **The Seller** is late in delivering the Goods within the time limit specified in the Special Part of the Contract;

9.2.2. **The Seller** does not fulfil (or informs that it will not be able to fulfil) the contractual obligation to supply the Goods;

9.2.3. **The Seller** increases the price/the rates of Goods, except as provided for in point 2.2 of the General Part of the Contract;

9.2.4. **The Seller** fails to fulfil or fulfils improperly its guarantee obligations provided for in point 6 of the General Part of the Contract;

9.2.5. **The Seller** does not fulfil the obligation established in point 12.4 of the General Part of the Contract (*if the performance of the Contract is guaranteed by a surety or bank guarantee*);

9.2.6. The Goods delivered by **the Seller** or their quality do not comply with the requirements laid down in the Contract and its annex (s);

9.2.7. **The Seller** does not provide an advance bank guarantee within the time limit specified in point 4.3 of the General Part of the Contract (*if advance payment is established under the Contract provide for*);

9.2.8. During the validity of the Contract, **the Seller** is included in the list of unreliable suppliers or the list of suppliers that provide false information;

9.2.9. During the performance of the Contract, it turns out that **the Seller** or the Goods supplied by it are not reliable and pose a risk to national security;

9.2.10. During the performance of the Contract, the circumstances provided for in Article 46 (1) of the Law on Public Procurement/Article 34 (1) of the Law on Public Procurement in the Field of Defence and Security become apparent;

9.2.11. During the performance of the Contract, it appears that the Contract was modified in violation of Article 89 of the Law on Public Procurement/Article 53 of the Law on Public Procurement in the Field of Defence and Security.

9.3. **The Buyer**, no later than 7 (seven) days in advance (*if other time limit is not specified in the Special Part of the Contract*) by notifying **the Seller** in writing, has the right to unilaterally terminate the Contract if **the Seller** is in liquidation or in court for the opening of bankruptcy or restructuring proceedings, or has been the subject of bankruptcy or restructuring proceedings, or of a decision to initiate out-of-court bankruptcy proceedings has been made.

9.4. Upon termination of the Contract, **the Seller** shall, within 10 (ten) days from the date of termination of the Contract, repay to **the Buyer** the advance which has been paid by the Buyer (if paid) for the Goods which have not been delivered.

10. Dispute settlement procedure

10.1. The Contract is concluded and shall be interpreted in accordance with the law of the Republic of Lithuania.

10.2. All disputes or disagreements between the Parties to the Contract relating to the Contract shall be resolved by negotiation, and a failure to resolve a dispute in negotiation, it will be examined in the courts of the Republic of Lithuania in accordance with the procedure established in the legal acts of the Republic of Lithuania based on **the Buyer's** office address (or if **the Buyer** is not a legal entity, but a branch of the Lithuanian Armed Forces – “*according to the address of the legal entity, i.e. Lithuanian Armed Forces*”).

11. Liabilities

11.1. If **the Seller** is late in delivering the Goods within the time limit specified in the Special Part of the Contract, **the Seller** shall pay **the Buyer** from 0.05 to 0.2% (a particular amount shall be specified in the Special Part of the Contract) of the price of non-delivered Goods, excluding VAT, for each day of delay/hour (*applicable depending on how the commitment term (days or hours) is calculated in the Special Part of the Contract*) which shall be treated as the minimum losses agreed between the Parties in advance, the payment of which shall not release **the Seller** from the obligation to compensate for any losses incurred by **the Buyer** due to the fact that **the Seller** failed to perform or improperly performed the Contract. **The Seller** undertakes to pay the minimum losses agreed by the Parties in advance no later than the time limit specified in the invoice or claim.

11.2. If during quality guarantee **the Seller** is late in performing the obligations laid down in point 6.2 of the General Part of the Contract within the time limit specified in the Special Part of the Contract, **the Seller** shall pay **the Buyer** from 0.05 to 0.2% (*a particular amount shall be specified in the Special Part of the Contract*) of the price/rates of the Goods, which have not been replaced with the alternative ones, excluding VAT, for each day of delay/hour, which shall be treated as the minimum losses agreed between the Parties in advance, the payment of which shall not release **the Seller** from the obligation to compensate for any losses incurred by **the Buyer** due to the fact that

the Seller failed to perform or improperly performed the Contract regarding the warranty of the Goods/ usability period.

11.3. If **the Seller** is late to fulfil obligations set forth in point 6.3 of the General Part of the Contract within the time limit specified in the Special Part of the Contract during the warranty / usability period, it shall pay to **the Buyer** from 0.05 to 0.2% (*a particular amount shall be specified in the Special Part of the Contract*) of the price of the Goods for which the deficiencies have not been corrected or the price of the Goods which are unaltered, excluding VAT, for each day/hour of delay, which shall be considered as the minimum losses agreed by the Parties in advance, the payment of which does not release **the Seller** from the obligation to compensate for any losses incurred by **the Buyer** due to the fact that **the Seller** failed to perform or improperly performed its obligations relating to the warranty of the Goods/ usability period.

11.4. Upon termination of the Contract due to the reasons specified in points 9.2.1, 9.2.2, 9.2.3, 9.2.5, 9.2.6, 9.2.7, 9.3 of the General Part of the Contract or due to other reasons specified in the Special Part of the Contract, **the Seller** within 14 (fourteen) days (calculated from the date of the Contract termination) shall pay **the Buyer** not less than 5–7 % of the Contract price, excluding VAT (or the total tender price excluding VAT, or the total order price excluding VAT) (*a particular percentage or a particular amount shall be specified in the Special Part of the Contract*), which shall be considered as the minimum losses agreed by the Parties in advance, but not more than the price excluding VAT of the outstanding obligations under the Contract. Payment of the minimum losses agreed by the Parties in advance shall not exempt **the Seller** from the obligation to compensate for any losses incurred by **the Buyer** in the event of failure or improper performance of the Contract by **the Seller**. **The Seller** undertakes to pay the minimum losses agreed by the Parties in advance no later than within the time limit specified in the invoice or claim.

11.5. After termination of the Contract for the reason set out in point 9.2.4 of the General Part of the Contract, **the Seller** shall, within 7 (seven) days from the date of termination of the Contract, pay **the Buyer** the minimum losses agreed by the Parties in advance of the purchase price of the defective Goods, excluding VAT, but not more than the price excluding VAT of any outstanding obligations under the Contract. Payment of the minimum losses agreed by the Parties in advance shall not exempt **the Seller** from the obligation to compensate for any losses incurred by **the Buyer** in the event of failure or improper performance of the Contract by **the Seller**.

11.6. Other cases of contractual liabilities to **the Seller** are specified in the Special Part of the Contract.

11.7. In accordance with Article 6.253 (1 and 3) of the Civil Code of the Republic of Lithuania, the delay in financing from the budget is a condition fully exempting **the Seller** from civil liability and the payment of interest for late payment.

12. Contract validity

12.1. The Contract enters into force after both Parties sign it and **the Seller** provides **the Buyer** with the Contract performance guarantee issued by bank or a surety letter of the insurance company (*if the provision that the Contract comes into effect after it is secured with bank guarantee or a surety letter of the insurance company established in the Special Part of the Contract applies*) to ensure payment of the amount referred to in point 11.4 of the General Part of the Contract. The guarantor/surety shall indicate in the bank's guarantee or in the surety letter of the insurance company that it undertakes to pay to **the Buyer** the amount specified in point 11.4 of the General Part of the Contract if **the Buyer** must terminate the Contract for at least one of the reasons listed in points 9.2.1–9.2.7, 9.3 or for any other reasons specified in the Special Part of the Contract. Bank guarantee or a surety letter stating that the guarantor or surety is only liable for direct damages will not be accepted, as the obligation to pay the specific amount of the performance assurance referred to in point 11.4 of the Contract must be met.

12.2. The guarantor/surety shall undertake irrevocably and unconditionally no later than 14 (fourteen) days after a written notification confirming the termination of the Contract on the grounds of fault of

the Seller, to fulfil the obligation and pay the amount committed by transferring the money to **the Buyer's** account.

12.3. **The Seller** not later than within 5 (five) working days after signing the Contract shall submit to **the Buyer** the Contract performance guarantee issued by bank or a surety letter of the insurance company specified in point 12.1 of the General Part of the Contract, which shall be valid for two months longer than the time limit for the supply of Goods specified in the Special Part of the Contract. **The Seller** shall also provide a confirmation from the insurance company (a proof of payment, etc.) that the surety letter is valid. The payment of the amount specified in the Contract performance guarantee issued by bank or surety letter of the insurance company shall not be linked to the full compensation of **the Buyer's** losses and shall not exempt **the Seller** from the obligation to fully compensate the losses.

12.4. If, during the performance of the Contract, the legal entity that has issued the Contract performance guarantee (bank or insurance company) is unable to meet its obligations (suspension of activities, a moratorium, etc.), **the Seller** shall provide a new Contract performance guarantee within 10 (ten) days under the same conditions as the previous one. If **the Seller** does not provide a new Contract performance guarantee, **the Buyer** shall have the right to terminate the Contract in accordance with point 9.2.5 of the General Part of the Contract.

12.5. Contract performance guarantee shall be returned within 10 (ten) days of the expiry of this guarantee upon written request by **the Seller**.

12.6. The terms and conditions of the Contract shall not be changed during Contract validity unless the amendment is possible in accordance with the provisions of Article 89 of the Law on Public Procurement/Article 53 of the Law on Public Procurement in the Field of Defence and Security and is not contrary to the fundamental principles and objective of public procurement.

12.7. If during Contract validity the Parties notice technical mistakes, spelling errors (provisions incorrectly uploaded from the terms of the tender or procurement conditions, etc.), in the event of changes in the persons responsible for the performance of the Contract or in the particulars of the Parties to the Contract, the Parties may, by written agreement, modify the terms of the Contract. Such a modification to the terms of the Contract shall not be considered an amendment to the terms of the Contract.

12.8. The Contract may be extended under the conditions laid down in the Special Part of the Contract.

12.9. Where necessary, **the Buyer** shall have the right to purchase the goods not listed in the Contract and its annexes but relating to the object of the procurement up to 10% of the maximum Contract price/Total tender price referred to in point 2 of the Special Part of the Contract. Goods not covered by the Contract and its annex (s), but relating to the object of the procurement, may be supplied by **the Seller** only at the prices which are valid at the place of sale, in the catalogue or on the website of **the Seller** at the date of the order or, where such prices are not published, at the prices offered by **the Seller**, which are competitive and conform the market. Where there is a need for the purchase of Goods not covered by the Contract and its annex (s) but relating to the object of the procurement, **the Buyer** and **the Seller** shall conclude an additional written agreement, the terms of which shall be analogous to the terms of the Contract, adapting them accordingly to the newly purchased Goods (*if such provision specified in the Special Part of the Contract applies*).

12.10. The termination of the Contract provided for in the Special Part of the Contract shall not mean the termination of the obligations of the Parties under the Contract and shall not exempt the Parties from civil liability for the breach of the Contract.

13. Correspondence

13.1. Notices sent by **the Buyer** and **the Seller** to each other in Lithuanian/English (*applicable if the Contract is concluded in English*) shall be in writing. Notices sent by the Parties to each other shall be sent by post, e-mail or served in person. Notices shall be sent to the addresses and numbers indicated in the particulars of the Parties in the Special Part of the Contract. If the sender needs a confirmation of receipt, it shall indicate such requirement in the notice. If there is a time limit for



the receipt of a reply to the written notice, the sender should specify in the notice the requirement to confirm the receipt of the written notice.

13.2. The Parties undertake to notify each other in writing, within 3 (three) working days at the latest, of any change in the Party particulars referred to in the Special Part of the Contract. The Party to the Contract may not, by failing to notify the change of its particulars in time, claim for any action taken by the other Party in accordance with the Party's particulars provided in the Contract.

14. Confidentiality of information and personal data

14.1. The Parties shall ensure that the information they transmit to each other shall only be used in the performance of the Contract and shall not be used in a way that would harm the Party that has transmitted the information.

14.2. The Parties undertake to ensure confidentiality of all information known to them and/or entrusted to them during and after the end of the Contract or its termination.

14.3. **The Seller** undertakes not to use the information provided to it by **the Buyer** for its own benefit or for the benefit of any third parties without **the Buyer's** prior written consent, nor to disclose such information to other persons, except in cases provided for in the legislation of the Republic of Lithuania and in the Contract.

14.4. Personal data (names, surnames, position, e-mail and phone number) specified in the Contract and its annexes can only be used to identify the Parties or **the Recipient** responsible for the performance of the Contract and to communicate on the issues related to the performance of the Contract. If any additional personal data are processed during the performance of the Contract, these data and the purpose of their processing shall be specified in point 9 of the Special Part of the Contract.

14.5. The Parties to the Contract shall ensure that the processing of personal data during the performance of the Contract shall be available only to those persons who are required to do so in the performance of their obligations under the Contract.

14.6. The Contract and its annexes referred to personal data without the other Party's consent may not be transferred to third parties, other than sub-suppliers indicated by **the Seller**, and **the Recipient** (if such is specified) that is used for the performance of the Contract and only in those cases where it is necessary for the performance of the Contract or such a data omission would cause very serious difficulties in the execution of the Contract. If the sub-supplier is replaced in accordance with the procedure provided for in the Special Part of the Contract, the other Party's consent for data transfer must be obtained.

14.7. If, during the performance of the Contract, it appears that personal data which are not discussed in the terms of the Contract are being processed, the Parties to the Contract shall immediately inform the other Party concerning such data and maintain the confidentiality of those data. Where personal data not provided for in the Contract are processed, point 9 of the Special Part of the Contract shall be filled in.

14.8. All personal data processed for the purpose of fulfilling contractual obligations may be processed until the end of the obligations of the Parties under the Contract. Only personal data the destruction of which would entail unreasonably much time or financial costs or would not be justified for the purposes of using the result of the Contract may not be destructed.

14.9. The Parties shall take appropriate technical and organisational measures to ensure security and confidentiality of information. The Parties shall inform each other within 1 (one) working day of any breach of personal data processed under the Contract. A notice about the infringement shall specify the nature of the infringement, the possible consequences of the infringement and the measures taken to remedy or mitigate the effects of the infringement.

14.10. The Parties shall not reimburse each other for costs and losses incurred as a result of fulfilling their personal data processing obligations under this Contract.



14.11. In breach of the obligation laid down in point 14.3 of the General Part of the Contract, **the Seller** shall pay to **the Buyer** 10% of the amount of the maximum Contract value/Tender price excluding VAT, which is considered as the minimum losses agreed by the Parties in advance and to compensate any other losses resulting from such infringement.

15. Final provisions

15.1. The Contract is drawn up in Lithuanian/English, Lithuanian and English in two/four copies (one/two for each Party) (*depending on which languages the Contract will be drawn up*). Both texts are authentic and have equal legal power. In case of discrepancies between the Lithuanian and English texts, the English language text shall be followed (applicable if the Contract is concluded with a foreign seller *in Lithuanian and in English*).

15.2. This Contract consists of the General and Special Parts of the Contract and the annex (s) to the Contract. All annexes to the Contract shall be an integral part of the Contract.

15.3. None of the Parties shall have the right to transfer to a third party the rights and obligations under this Contract without a prior written consent of the other Party.

15.4. In breach of the obligation referred to in point 15.3 of this part of the Contract, **the Seller** shall pay to **the Buyer** 5% of the amount of the maximum Contract/Tender price excluding VAT, which is considered as the minimum losses agreed by the Parties in advance, unless otherwise specified in the Special Part of the Contract.

15.5. **The Seller** guarantees that it has all the licenses necessary for the performance of the Contract. **The Seller** undertakes to compensate for any losses in the event of claims or proceedings for infringement of patents or licences arising out of or in the performance of the Contract.

15.6. The Parties to the Contract confirm that they did not exceed or violate their competence in the award of the Contract (Articles of Association, regulations, statute, any ruling, decision, order, binding act (including local, individual), transaction, judgement (order, regulation), etc. by the governing body of the Party to the Contract (owner, founder or other competent entity).

15.7. The performance of the Contract may be interpreted by written agreement of the Parties without altering the terms of the Contract.

15.8. The name of the sub-supplier (s)/sub-provider(s) and a part of the contractual obligations performed by it/them are specified in the Special Part of the Contract.

15.9. During the performance of the Contract, the sub-supplier(s) /sub-provider(s) referred to in the Contract may be replaced with another sub-supplier(s) / sub-provider(s) due to objective circumstances which could not have been foreseen by **the Seller** at the time of submission of the application/tender. The replacement of the supplier(s) / sub-provider(s) shall be possible only after a prior written agreement with **the Buyer**. The request of the sub-supplier(s) / sub-provider(s) to exchange to another shall be submitted to **the Buyer** in writing, specifying the grounds for the replacement, together with supporting documentation, that the new sub-supplier(s) /sub-provider(s) meet(s) all requirements for sub-supplier(s) / sub-provider(s) of the public procurement, on the basis of which this Contract has been signed, while **the Seller** confirms that the exchange of the sub-supplier has not lost its minimum qualification requirements established in the procurement documents. The replacement of the sub-supplier (s)/sub-provider(s) indicated in the Contract with another sub-supplier(s)/ sub-provider(s) shall be documented by a written modification of the Contract (*applicable if the Seller intends to use them*).

15.10. A person appointed by **the Seller**/persons representing **the Seller**, accepting and **approving the Buyer's** orders for the Goods, the estimate of the Goods supplied, attending meetings with **the Buyer** and performing any other steps necessary for a proper performance of the Contract are specified in the Special Part of the Contract.

15.11. A person(s) appointed by **the Buyer** who represent/s **the Buyer** and provide **the Seller** with orders for Goods, estimate of Goods, participate in the meetings with **the Seller** and perform other actions necessary for a proper performance of the Contract, is/are specified in the Special Part of the Contract.

The Buyer

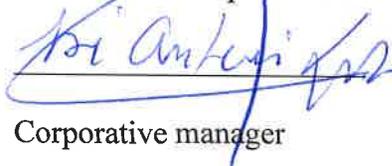
Lithuanian Armed Forces
CinC Lithuanian Navy Capt (N)

Giedrius Premeneckas

**The Seller**

Sainsel Sistemas Navales, S.A.U., S.M.E.
General manager

José Antonio López Berrio



Corporative manager

Pedro Valero Castro



Sainsel



Annex 1 to the Contract No. KPS-32
dated 22 March 2021

Technical specification
Warship Electronic Chart Display and Information System (WECDIS)

Klaipeda
2020



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1. General requirements

1.1. Warship Electronic Chart Display and Information System (WECDIS) **vendor's** main office has to be registered and located in any North Atlantic Treaty Organization (NATO) and/or European Union (EU) country. **Vendor** has to have and present for the **customer** WECDIS STANAG 4564 compliance certificate of requirements or independent certification (e. g. DNV Germanischer Lloyd) against the latest WECDIS standards. WECDIS in this document shall be understood as a system, which consists of software and hardware together.

1.2. WECDIS **vendor** has to be recognized on international level as developer and producer of this kind of equipment. WECDIS must not be a one-time and/or experimental product. At least one NATO and/or EU country must have operational WECDIS made by this **vendor**.

1.3. If the subcontractors are involved to fulfill terms of the contract (subcontractors must be from any NATO and/or EU country and main offices of the subcontractors have to be registered and located in any NATO and/or EU country), all issues concerning quality of the work done and with it related possible impact on WECDIS operation is at the **vendor's** responsibility. In any case **vendor** has to send the whole list of such companies together with proposal to the **customer** before the contract is signed.

1.4. **Vendor** must commit not to disclose any information to third parties without **customer** consent about WECDIS specific settings and technical drawings.

1.5. WECDIS will be used on board navy ships and must be operational both when ships are at sea and when alongside pier.

1.6. WECDIS and all with it related parts must be new (not reused or refurbished).

1.7. **Vendor** must be WECDIS system producer (not reseller or agent. It could be an agent only in that case if WECDIS producer confirms that local office works under their license as a part of the company).

1.8. WECDIS equipment and its components must be certified compliant at least to the IEC 60945:2002 Fourth edition requirements and must be resistant to shock and vibration on surface military ships. Equivalent or higher standards concerning certification mentioned above are also accepted for **customer** if they are approved by any NATO or EU country.

1.9. WECDIS must be able to receive IEC 61162-1 (also known as NMEA 0183), IEC 61162-450, IEC 61162-3 (also known as NMEA 2000) standard signal protocols.

1.10. ECDIS functions has to comply International Maritime Organization (IMO) requirements (IMO compliance).

1.11. **WECDIS control and operation working station** on the ship's bridge must have:



1.11.1. hardware which should consist at least of monitor, computer, keyboard and trackball.

1.11.2. software installed in the computer mentioned above.

1.12. WECDIS must be integrated in existing ship's working console rack on the bridge. Existing working console rack can be modified to some degree, but all works must be agreed between the **parties** beforehand.

1.13. Integrated WECDIS equipment must withstand and be functional when working in temperatures from +5°C to +55°C.

1.14. WECDIS and all related equipment must be connected to the existing ship's power system. All equipment can be connected to the 115V, 220V, 60Hz, alternate current (AC).

1.15. WECDIS must be supplied with independent uninterruptible power system (UPS) which allows full operation of WECDIS at least 20 minutes in case of ship power supply failure. UPS and all installation and connection work of UPS is at **vendor's** cost (UPS has to be stored close to the WECDIS computer inside the console racks. Other UPS mounting place is possible but has to be agreed beforehand with the **customer**).

1.16. All WECDIS related equipment must not interfere or influence performance of other on board installed ships mechanisms and navigational equipment.

1.17. WECDIS must have additional slave display (size must be not less than 19" and not more than 24") which will reproduce the image of the main monitor (the mounting of the monitor must be agreed with the customer before installing the equipment). Each monitor size must be agreed with the customer and selected according to the free space and existing working places on each ship (maximum possible size must be selected).

1.18. **WECDIS display monitors** must meet below stated requirements:

1.18.1. Resolution of monitor must be not less than 1280x1024;

1.18.2. Brightness must be not less than 350 cd/m² and sunlight readable;

1.18.3. Viewing angle (V/H) must be not less than 170°/160°;

1.18.4. Contrast ratio must be not less than 900:1;

1.18.5. Main display monitor size and fixing elements must be selected and adapted by **vendor** for each ship class individually (Flyvefisker class – 4 pcs, Hunt class – 3 pcs, Vidar class - 1 pcs) without changing or changing as minimum as possible existing space. Existing spaces for main display monitors as follows (height x width):

1.18.5.1. Flyvefisker class – 420 mm x 440 mm, possible deviation + 40 mm x 60 mm;

1.18.5.2. Vidar class – 505 mm x 545 mm, possible deviation + 10 mm x 50 mm;

1.18.5.3. Hunt class – main display monitor will be fixed on the table or hanged on the wall (not mounted).

1.18.6. All main display monitors must be mounted into existing racks except Hunt class ships;

1.18.7. Hunt class ships main display monitor size must be 27” (~68 cm) with a possibility to fix on the table or to hang on the wall;

1.18.8. After installation monitors must be fixed in the rack and all openings must be covered;

1.18.9. Monitor must have all connections (video ports, interfaces, cables) needed for effective WECDIS video data display;

1.18.10. Monitor must have at least following display options easy accessible for operator for adjustment: brightness, contrast, dimming function, resolution.

1.19. **WECDIS computer** must meet below stated requirements:

1.19.1. Processor must be not less than – 3,0 GHz;

1.19.2. Random access memory (RAM) must be not less than – 8 GB (max not less than 32 GB);

1.19.3. Operating system – MS Windows 10 Pro;

1.19.4. Data storage device (SSD) must be not less than 500 GB;

1.19.5. Internal optical CD/DVD-RW drive;

1.19.6. Following connections must be integrated – USB (not less than 7 outputs), RS232 (not less than 4 outputs), LAN (1000 Mbps), HDMI (not less than 2 outputs), VGA, 2 free PCI-X connections in the motherboard. The number of connections can be reduced, but it has to be agreed with the **customer** beforehand, to connect all or a part of sensors (GPS/DGPS, gyrocompass, wind sensor, echo sounder, log, W-AIS, Navtex, navigational radar) through the junction box at the **vendor's** cost.

1.19.7. **Vendor** must to adapt the computer box size for each ship class individually taking into account existing space.

1.20. **Control and operation** must have at least following accessories:

1.20.1. Trackball which can select different options on the screen;

1.20.2. “QWERTY” keyboard with numbers keys for additional information input in WECDIS.

1.20.3. All keys icons must be backlit and must have dimming option.

1.20.4. **Vendor** must adapt the keyboard and trackball for each ship class individually taking into account existing working place.

2. WECDIS operational, software, display control and settings requirements

2.1. Listed below requirements should not limit and eliminate other parameters which are foreseen in the basic **vendor's** set.

2.2. The term "Shall" indicates a mandatory requirement.

2.3. WECDIS shall conform to the latest IMO, International Hydrographic Organization (IHO) and International Electrotechnical Commission (IEC) standards, specifications and guidelines when in ECDIS IMO compliant mode (STANAG 4564 A.3.1).

2.4. WECDIS shall display navigational radar (Automatic Radar Plotting Aid (ARPA)) tracks (STANAG 4564 A.3.3) in accordance with NMEA 0183 standard sentences. Following information about the track on the screen must be graphically displayed, but not limited if other information is possible:

- 2.4.1. distance;
- 2.4.2. bearing;
- 2.4.3. position;
- 2.4.4. speed;
- 2.4.5. course;
- 2.4.6. Closest Point of Approach (CPA);
- 2.4.7. Time to Closest Point of Approach (TCPA);
- 2.4.8. track history;
- 2.4.9. track number (must have a possibility to be renamed manually with at least 4 figures);
- 2.4.10. comment text (manual input by operator, at least 6 alphanumeric characters).

2.5. WECDIS shall display Warship Automatic Identification System (W-AIS) tracks (STANAG 4564 A.3.3) in accordance with NMEA 0183 standard sentences. Following information about the track on the screen must be graphically displayed, but not limited if other information is possible:

- 2.5.1. distance;
- 2.5.2. bearing;
- 2.5.3. position;
- 2.5.4. speed;
- 2.5.5. course;
- 2.5.6. Closest Point of Approach (CPA);
- 2.5.7. Time to Closest Point of Approach (TCPA);
- 2.5.8. track history;



- 2.5.9. track number (must have a possibility to be renamed manually with at least 4 figures);
- 2.5.10. draught;
- 2.5.11. length/width;
- 2.5.12. name;
- 2.5.13. call sign;
- 2.5.14. MMSI/IMO numbers;
- 2.5.15. status (at anchor, underway, etc.);
- 2.5.16. type;
- 2.5.17. cargo description;
- 2.5.18. destination and expected time of arrival (ETA);
- 2.5.19. comment text (manual input by operator, at least 6 alphanumeric characters).

2.6. WECDIS operator shall have a possibility to switch on and off information about the track on the screen.

2.7. WECDIS shall be able to merge ARPA and W-AIS tracks governed by criteria set by the user. The user shall be able to choose which track is to be displayed after merging (STANAG 4564 A.3.4).

2.8. WECDIS shall be able to integrate and display tidal and current prediction models and NAVTEX messages.

2.9. WECDIS shall be able to process and display navigational data (IMO compliant) issued by an Official Authority including but not limited to electronic navigational chart (ENC) (STANAG 4564 A.4.1, B.4.1).

2.10. WECDIS shall provide a method to ensure that additional military layers (AML versions up to and including version 3.0 in accordance with STANAG 7170 must be supported) and any updates to them have been correctly loaded to the System Electronic Navigational Chart (SENC). WECDIS shall have the ability to ingest and display AML products as defined in STANAG 7170 (STANAG 4564 A.4.2, B.8.1).

2.11. Guidance for updating AML should be specified in the relevant AML product specification. If WECDIS is capable of reading and displaying a specific AML, the System shall provide the necessary functionality to follow that guidance (STANAG 4564 A.5.1)

2.12. WECDIS shall indicate if a discontinuity is detected in a sequence of updates and indicate if an ENC or AML update is corrupted in any way (STANAG 4564 A.5.2.b, A.5.2.c)

2.13. WECDIS shall display AML's according to their recommended scale band usage. WECDIS shall allow the user to display one or more AML product types or NATO User Defined Layers (NUDL) at any time and each product type or NUDL shall be individually selectable.



WECDIS shall provide a facility to suppress all elements of displayed AMLs and NUDLs and return display settings to the IMO standard/default display within a maximum of 2 seconds by means of a single user action, irrespective of any other function being executed at the time. WECDIS shall include the ability to query multiple AML and ENC product layers in a simple and intuitive way without cluttering the WECDIS screen (STANAG 4564 A.7.24, B.8.3, B.8.4, B.8.5).

2.14. WECDIS shall be capable of operating with any relevant IHO series dataset (e.g. S-100, S-57, etc.) and follow the IHO approved data protection scheme available at the time of WECDIS approval by the nation. (STANAG 4564 A.4.3).

2.15. WECDIS shall support the use of different measurement units such as:

2.15.1. meters, kilometers, nautical miles, cables;

2.15.2. degrees, mils (1/6400);

2.15.3. meters/second, knots;

2.15.4. time in hours, minutes, seconds (European standard 0-23 h, accuracy up to seconds).

2.16. WECDIS shall support the following Latitude and Longitude formats - 50°47.980'N 001°06.620'W (STANAG 4564 A.4.4).

2.17. WECDIS shall provide the opportunity to change the projection of displayed data products. WECDIS shall provide an indication to the User when the projection used is no longer suitable for the area of operation and advise the User of the best alternative. STANAG 1113 (STANAG 1113, to be incorporated into STANAG 2211 in due course) shall be supported as a minimum (STANAG 4564 A.4.6).

2.18. It shall be possible for waypoints to be inserted by keying in Latitude & Longitude in degrees, minutes and decimal minutes to the required level of precision (e. g. 50°47.989'N 001°06.625'E, STANAG 4564 A.6.1.a).

2.19. It shall be possible for waypoints to be inserted by range and bearing from user selected object and cursor position (STANAG 4564 A.6.1.b, A.6.1.c).

2.20. WECDIS shall be able to carry out route planning that includes Rhumb line and Great Circle with composite segments (STANAG 4564 A.6.2).

2.21. The distance in nautical miles (nm) between waypoints shall be calculated during planning and the total distance for an entire route and subsequent Speed of Advance (SOA) required to make Estimated Time of Arrival (ETA) at any waypoint shall be available on request. Equally, when given a planned speed, the system shall be able to calculate ETA and ETD (STANAG 4564 A.6.3).



2.22. WECDIS shall be able to create or adjust a planned route by changing the position of a waypoint by manual input of Latitude & Longitude, range and bearing from a known point or by a 'click and drag' facility (STANAG 4564 A.6.5.a).

2.23. WECDIS shall have a possibility to run a leg-by-leg validation of the route with a checking tool (STANAG 4564 A.6.18).

2.24. WECDIS shall provide a facility to allow the User to create a route for the purposes of performing Search-and-Rescue (SAR) activities or for implementing a predefined patrol pattern. As a minimum, the System shall support the creation of Expanding Box and Sector Search patterns in accordance with the latest version of IAMSAR Volume III (STANAG 4564 A.6.19).

2.25. WECDIS shall have the drawing tools to enable construction of areas, lanes, true circles (STANAG 4564 A.6.21.a).

2.26. WECDIS shall have the drawing tools to enable construction of water space management areas and moving havens in accordance with ATP-18 (STANAG 4564 A.6.21.b).

2.27. WECDIS shall have the drawing tools to enable construction of Furthest on Circles (FoC) with User specified expansion rate and time of validity (STANAG 4564 A.6.21.e).

2.28. WECDIS shall have the drawing tools to enable construction of 4W disposition in accordance with ATP-1 VOL II (H). In addition to 4W Dispositions in ATP-1, 4 W Grid dimensions should also be able to be defined by distance in both axis and also by Lat/Long intervals (STANAG 4564 A.6.21.c, A.6.21.c.1).

2.29. WECDIS shall have the drawing tools to enable construction of Sector screens and 2W dispositions in accordance with ATP-1 VOL-II (H) including the ability to anchor a screen to a User defined geographic feature or User inserted reference point (STANAG 4564 A.6.21.h).

2.30. WECDIS shall allow the User to search for a location by name and then center the display on that location (STANAG 4564 A.6.22.c).

2.31. WECDIS shall allow access to additional installed information (e.g. tidal and current data, iceberg prediction table, List of Lights, Sailing Directions etc.) (STANAG 4564 A.6.23). This paragraph does not obligate **vendor** to install these collections of publications.

2.32. WECDIS shall provide a facility to allow the user to make and save screenshot in jpeg, bmp format (user must have the opportunity to select the format which is needed) and export it to external device.

2.33. WECDIS shall use GPS/DGPS sensors for primary and secondary ship's position fix which are already installed in the ship.

2.34. It shall be possible to fix own ship's position based on radar information, but not limited to, if other sources of information are available (STANAG 4564 A.7.1.d).

2.35. WECDIS shall allow the user to manually input and accept position of own platform with a time stamp by using Lat/Long, Military Grid Reference System (MGRS) and Universal Transverse Mercator System (UTM) formats (STANAG 4564 A.7.3.a, A.7.3.b, A.7.3.d).

2.36. WECDIS shall be able to show the following parameters, in a user configurable format, on the display (STANAG 4564 A.7.13):

- 2.36.1. UTC time, WECDIS software must have possibility to change time zone(+/- 12h);
- 2.36.2. own ship position (Lat/Long);
- 2.36.3. currently selected source of navigational data used for display;
- 2.36.4. own ship Course Over Ground (COG) from sensor in use;
- 2.36.5. own ship Speed Over Ground (SOG);
- 2.36.6. heading;
- 2.36.7. speed Through Water;
- 2.36.8. depth below keel;
- 2.36.9. wind speed and direction;
- 2.36.10. Relative/true vector setting mode (at least 3, 6, 12, 15, 18, 30, 60 min trial).

2.37. WECDIS shall be able to compute and display following (STANAG 4564 A.7.15.a, A.7.15.b, A.7.15.d):

- 2.37.1. dead reckoning (DR) position;
- 2.37.2. estimated position (EP), through leeway, tidal stream, current & surface drift if available;
- 2.37.3. set and drift, calculated from live sensor input.

2.38. WECDIS shall provide the user with a "Man Overboard" facility, where the user can create a mark, display the "Man Overboard" symbol and calculate and display the dynamic data at the current MOB position in addition to the defined IMO requirements for MOB functionality in an ECDIS (STANAG 4564 A.7.16).

2.39. WECDIS shall be able to operate in a North-up, Course-up and Head-up orientation. WECDIS shall provide for true motion and relative motion presentation modes for all IMO compliant WECDIS data products (STANAG 4564 A.7.20).

2.40. WECDIS shall be able to anchor the movable Electronic Bearing Line/Variable Range Marker (EBL/VRM) tool to geographic features or user inserted reference point in the electronic chart, e. g. a lighthouse (STANAG 4564 A.7.21.c), also the ability to use variable range rings using own ship as a reference point shall be provided.

2.41. WECDIS shall display when it has lost IMO compliance. There shall be the ability to interrogate the system to determine what is causing non-compliance with IMO regulations (STANAG 4564 B.3.1).

2.42. WECDIS shall use the WGS 84 datum with Universal Transverse Mercator (UTM) grid as the default coordinate reference system (STANAG 4564 B.4.3), but to use other than WGS 84 datum shall be foreseen.

2.43. For position reporting, WECDIS shall be able to use the Military Grid Reference System (MGRS), based on the WGS 84 datum and the UTM coordinate system (STANAG 4564 B.4.4).

2.44. If WECDIS data products are displayed in a datum other than WGS 84, this shall be clearly indicated on the display (STANAG 4564 B.4.5).

2.45. AML symbols not contained within IHO S-52 and IEC 62288 shall use the latest relevant AML Guidance (in accordance with current AML portrayal specifications for the display of ENC and AMLs (STANAG 4564 B.5.1)

2.46. Tactical symbols shall be portrayed as specified in APP-6 supplemented by MILSTD-2525 (C) (STANAG 4564 B.5.3), also opportunity to create and use own symbols for user shall be foreseen.

2.47. WECDIS shall be able to import and export route information in the route plan format (STANAG 4564 C.3.1). Format must be readable and useable for other WECDIS which is produced by the same producer.

2.48. WECDIS shall calculate intercept course and speed continuously to a selected target and shall also display the estimated time to intercept.

2.49. WECDIS shall be able to set anchor watch, where user can mark anchoring place and set alarm zone for dragging anchor.

2.50. WECDIS shall provide the user with a "Blind Pilotage" facility. Possibility to create and save information for blind pilotage event must be foreseen.

2.51. WECDIS shall have color palettes (e. g. day, night) and dimming.

2.52. WECDIS shall have the option to select different user's profiles (dedicated user profile).

2.53. WECDIS shall provide route monitoring facility.

2.54. WECDIS shall have installed and ready for use listed below ENC's package in accordance with "Admiralty digital catalogue" including all harbors of these areas:

2.54.1. ECDIS 6 – „Norway & W Denmark to Skagerak”

2.54.2. ECDIS 34 – „Kattegat to Rugen“;

2.54.3. ECDIS 35 – „Central Baltic & Gulf of Finland”;

2.54.4. ECDIS 36 – „Saaristomeri & Gulf of Bothnia”;

2.55. ENC's package which is listed above shall be updated on each WECDIS on the acceptance day.

2.56. **Customer** shall be able to modify ENC's package listed above if agreed with **vendor** beforehand.

2.57. WECDIS shall be able to share the information like planned routes, user created operation areas with other WECDIS stations (“Station to Station”).

2.58. WECDIS shall have a possibility to make voyage log data and screen capture recording not less than for 30 days. Playback for records shall be foreseen to reconstruct incidents that may occur.

2.59. Screen capture records shall be saved at least in mpg, mp4, avi formats (user must have the opportunity to select which format is needed).

2.60. WECDIS shall have a possibility to export for e.g. routes, saved screenshots, voyage log data and screen capture records to the DVD/CD/RW DVD/RW CD and USB.

2.61. WECDIS shall have integrated built-in-self-test equipment which helps operator to identify possible failures.

2.62. WECDIS computer must run with a „MS Windows 10 pro” operational system and have “MS Office 2016” or later or analog software package. “MS Windows 10 Pro” and “MS Office 2016” or later or analog software package must be installed and ready for use (license must be unlimited). The **customer** must receive all necessary information for the administrator access from the **vendor**. Antivirus from NATO approved safe antivirus list (https://www.ia.nato.int/niapc/Category/Anti-Virus_2) which would not restrict WECDIS operations by any means must be installed.

2.63. WECDIS must remain fully functional if any updates will be made for the operational system.

3. WECDIS technical support and documentation requirements

3.1. **Vendor** must draw up for the **customer** recommended detailed service, program update cycle plan with preliminary costs for period of 10 years during the acquisition.

3.2. **Vendor** must commit that WECDIS software will be supported at least for 10 years counting from the procurement contract signature date.

3.3. **Vendor** must deliver all technical documentation and operator manuals in Lithuanian or English language in CD/DVD 1 copy for each ship.

3.4. **Vendor** must grant at least 24 months warranty for WECDIS and with it related equipment after handover-takeover date with signatures of both sides.

3.5. **Vendor** must to ensure that warranty maintenance shall be provided by the **vendor** or his certified representatives. Certification papers should be provided.

3.6. Warranty repair shall not last more than **30** calendar days, and is counted from the day, when **vendor** receives an official letter from the **customer** to perform warranty duties. If defective parts cannot be repaired during this period, it shall be replaced by the new parts. A new warranty

period must be counted for the replaced parts starting after handover-takeover date with signatures of both sides.

3.7. All repair costs during warranty period to be covered by **vendor** (including transportation cost).

4. WECDIS delivery and installation requirements

4.1. WECDIS must be able to receive, process and use in 1.9 paragraph listed standard signal protocols which are currently used by equipment installed on the ship (GPS/DGPS, GYRO, wind sensor, echo sounder, LOG, W-AIS, NAVTEX, navigational radar). In case converter is needed it is at the **vendor's** cost.

4.2. WECDIS installation, connection, calibration and system's functionality tests is at the **vendor's** cost.

4.3. Licenses of all copy right products used in WECDIS must be payed and delivered to the **customer** (if it is software it should be delivered in CD/DVD).

4.4. All cables have to be marked and laid via special cabling routes, fixed to the ship's structures so that couldn't be damaged mechanically and must ensure ship's citadel integrity after installation work.

4.5. All equipment transportation, installation and material expenses (related with WECDIS or other equipment mentioned in this specification, e. g. cables, cable marking, connections, junction box's) are at the **vendor's** cost.

4.6. All radar system installation work must be conducted in Lithuania Klaipeda harbor on Lithuanian Navy ships.

4.7. **Vendor** must deliver and install seven WECDIS sets during 24 month period after the contract is signed (WECDIS acceptance date (must be accepted by **customer**) counts as the date when installation is completed).

4.8. One fully operational WECDIS set for Hunt class ship must be delivered to the Lithuanian Naval flotilla together with other seven WECDIS sets, but no installation works will be done. **Vendor** must demonstrate the functionality of this WECDIS set for the **customer**.

4.9. **Vendor** must perform harbor and sea acceptance trials for seven WECDIS sets after installation. All ship related expenses during harbor and sea acceptance trials (crew, supply for crew, fuel and etc.) are at the **customer's** cost and all other expenses (vendor's personnel, their food supply and etc.) are at the **vendor's** cost.



5. WECDIS personnel training requirements

5.1. Operator and first level maintainer training course (not fewer than 10 trainees for each course) which are necessary to use and maintain the WECDIS independently must be included in the contract and provided by the **vendor** to the **customer**.

5.2. All training must be done in Lithuanian or English language in Lithuania, Klaipeda.

5.3. Classroom with visual aids for presentations will be arranged by Lithuanian navy.

5.4. The duration of the training must not exceed more than 5 working days per course.



Annex 2 to the Contract No. *KPS-32*
dated *22 March* 2021

Prices of goods

No.	Product Name	Ship class	Quantity, (pcs)	Unit price of the product without VAT	Amount without VAT
1	Warship electronic chart display and information system (WECDIS)	<i>Flyvefisken</i>	4	70950,00	283800,00
2	Warship electronic chart display and information system (WECDIS)	<i>Vidar</i>	1	70950,00	70950,00
3	Warship electronic chart display and information system (WECDIS)	<i>Hunt</i>	3	70950,00	212850,00
Total value of goods excluding VAT:					567600,00

Total value of goods excluding VAT 567600,00 Eur (Five hundred sixty seven thousand six hundred EUR)

The Buyer

Lithuanian Armed Forces
CinC Lithuanian Navy Capt (N)

Giedrius Premeneckas



The Seller

Sainsel Sistemas Navales, S.A.U., S.M.E.
General manager

José Antonio López Berrio

Corporate manager

Pedro Valero Castro

Sainsel

FORMS OF DOCUMENTS REQUIRED FOR CODIFICATION (EXAMPLE OF FILLING)

List of material goods to be codified

Applicant and the date:

Contract number:

Date of Contract signature:

Enclosed documents:

No.	Supplier (seller)	NCAGE	Actual manufacturer	NCAGE	Manufacturer's number or other identification code	NSN code (if known)	Name	Price

Instruction on how to fill in the list of material goods to be codified

Section	Instruction
Applicant and the date	Enter the name of the institution that is submitting the list and the date of filling in this list
Contract number	Enter the Contract number
Date of Contract signature	Enter the date of the Contract that includes the provision on codification.
Enclosed documents	Indicate the documents (or digital medium) to be enclosed (descriptions, drawings, etc.) and the number of pages of documents.
Supplier (Seller)	Indicate the supplier (seller) of material goods.
NCAGE	Enter the NCAGE code of the supplier (seller) – if known
Actual manufacturer	If the supplier (seller) is not the actual manufacturer of the goods, please indicate the actual manufacturer.
NCAGE	Enter the NCAGE code of the actual manufacturer – if known
Manufacturer's number of other identification code	Indicate the manufacturer's number or other number that unambiguously identifies material goods
NSN code	This section is to be filled in if material goods are purchased from a foreign country and the NSN code is known.
Name	Indicate the name of material goods proposed by the manufacturer.
Price	Indicate the price of material goods.

INFORMATION ABOUT THE MANUFACTURER OR THE SUPPLIER (EXAMPLE OF FILLING)

No.	NCAGE	Name	Address	Phone	Fax	E-mail	Company code	Supplier (seller)	Manufacturer

Instruction on how to fill in the form "Information about the manufacturer or the supplier"

Section	Instruction
NCAGE *	Enter the NCAGE code (if such is possessed and known) of the supplier (seller) or the manufacturer
Name	Indicate the exact name of the supplier (seller) or the manufacturer
Address	Indicate the exact address (including the postal code) of the supplier (seller) or the manufacturer
Phone	Enter the phone number (including the city code) of the supplier (seller) or the manufacturer
Fax	Enter the fax number (including the city code) of the supplier (seller) or the manufacturer
E-mail *	Enter the e-mail address of the supplier (seller) or the manufacturer
Company code	Enter the supplier's (seller's) or the manufacturer's company code
Supplier (seller) or the manufacturer	Mark (x) the appropriate option (i.e. whether the supplier (seller) is the actual manufacturer of material goods or is only a distributor of production of other manufacturers)

* sections marked with the asterisk are not obligatory. Other sections not marked with the asterisk are obligatory.

THE BUYER

THE SELLER

