

**PUBLIC SALES AGREEMENT  
FOR THE PROVISION OF TECHNICAL  
MAINTENANCE SERVICES  
FOR TWO HYDRAULIC PRESSES  
MANUFACTURED BY TONI TECHNIK  
(TYPE TONI PRAX 1543.0300)**

Visaginas

**DVIEJŲ HIDRAULINIŲ PRESŲ  
GAMINTOJO TONI TECHNIK (TONI PRAX  
1543.0300 TIPO) TECHNINĖS PRIEŽIŪROS  
PASLAUGŲ  
VIEŠOJO PIRKIMO-PARDAVIMO  
SUTARTIS**

2023-11-24 . No. PH-511(13.67)  
Visaginas

<b>The customer</b>	<b>SE Ignalina Nuclear Power Plant</b>	<b>Užsakovas</b>	<b>VĮ Ignalinos atominė elektrinė</b>
Legal entity code	255450080	Juridinio asmens kodas	255450080
VAT Payer code	LT 554500811	PVM mokėtojo kodas	LT 554500811
Registered address	Address: Elektrinės str. 4, K 47, Drūkšinių k.,  LT-31152 Visagino sav., Lithuania	Registruotos buveinės adresas	Adresas: Elektrinės g. 4, K 47, Drūkšinių k., LT-31152 Visagino sav., Lietuva
Account No.		Atsiskaitomosios sąskaitos numeris	
Name of the bank	AB bankas "Swedbank"	Bankas	AB bankas „Swedbank“
Bank's code	73000	Banko kodas	73000
the Contracting Authority's representative	Head of the Procurement and Contracts Division  acting on the basis of SE Ignalina Nuclear Power Plant administrative procedure approved by the Director General Order No. ĮsTa-322 dated 28 November 2012 (including all amendments).	Perkančiosios organizacijos atstovas	Pirkimų ir sutarčių skyriaus vadovas  veikiantis pagal VĮ Ignalinos atominės elektrinės administracijos darbo reglamentą, patvirtintą generalinio direktoriaus 2012-11-28 įsakymu Nr. ĮsTa-322 (su visais pakeitimais)
<b>The contractor</b>	<b>Toni Technik Baustoffprüfsysteme GmbH</b>	<b>Vykdytojas</b>	<b>Toni Technik Baustoffprüfsysteme GmbH</b>
Legal entity code	HRB 26159	Juridinio asmens kodas	HRB 26159

VAT Payer code		PVM mokėtojo kodas	
Registered address	Alexander-Meißner-Str. 12, 12526 Berlin, Germany	Registruotos buveinės adresas	Alexander-Meißner-Str. 12, 12526 Berlynas, Vokietija
Account No.	0103316600	Atsiskaitomosios sąskaitos numeris	0103316600
Name of the bank	Commerzbank AG	Banko pavadinimas	Commerzbank AG
Bank's code	DE89 10040000	Banko kodas	DE89 10040000
the Supplier's representative		Teikėjo atstovas	
<b>Hereafter – the Supplier</b>		<b>Toliau – Teikėjas</b>	
hereinafter referred to as the “Parties” and individually as the “Party” in this Public Sales Agreement,  has entered into this Public Sales Agreement hereinafter referred to as the “the Agreement”.		toliau kartu šioje Paslaugų viešojo pirkimo–pardavimo sutartyje vadinami „Šalimis“, o kiekvienas atskirai – „Šalimi“, sudarė šią Paslaugų viešojo pirkimo–pardavimo sutartį, toliau vadinamą „Sutartimi“.	

<p><b>1. <u>Subject of the Agreement:</u></b></p> <p><b>1.1. Object of the Agreement – Technical maintenance services for two hydraulic presses manufactured by Toni Technik (TYPE TONI PRAX 1543.0300.</b></p> <p><b>1.2. Description of services and provision conditions are provided in the Annexes to the Agreement: Annex 1 – Technical specification, Annex 2 – Contractor's proposal.</b></p> <p><b>1.3. The price of the Agreement is a fixed rate contract price.</b></p> <p><b>1.4. Description of the procurement object is provided as Agreement's attachment No. 1.</b></p>	<p><b>1. <u>Sutarties dalykas:</u></b></p> <p><b>1.1. Sutarties objektas – Dvieju hidraulinių presų gamintojo Toni Technik (Toni PRAX 1543.0300 TIPO) techninės priežiūros paslauga.</b></p> <p><b>1.2. Paslaugų teikimas ir aprašymas pateikiamas Sutarties prieduose: 1 priedas – Techninė specifikacija, 2 priedas – Vykdytojo pasiūlymas.</b></p> <p><b>1.3. Sutarties kainodara - Sudaroma fiksuoto įkainio sutartis.</b></p> <p><b>1.4. Pirkimo objekto aprašymas pateiktas Sutarties priede Nr. 1.</b></p>
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<b>2. <u>Duration and terms of the Agreement:</u></b>			<b>2. <u>Sutarties galiojimas, trukmė ir terminai:</u></b>		
<b>2.1</b>	Terms of the Agreement	When the contractual obligations are fulfilled	<b>2.1</b>	Sutarties galiojimo terminas	iki visiško sutartinių įsipareigojimų įvykdymo
<b>2.2</b>	<u>Deadline to fulfil the contractual obligations by the Supplier</u>	The Services must be performed within 121 calendar days from the	<b>2.2</b>	<u>Paslaugų tiekėjo sutartinių įsipareigojimų vykdymo terminas</u>	Paslaugos turi būti atliktos per 121 k. d. nuo Sutarties įsigaliojimo dienos

		date of entry into force of the Agreement			
2.4	<u>Extension of the deadline to fulfil the contractual obligations by the Supplier in the event of unforeseen circumstances</u>	=	2.4	Paslaugų teikėjo sutartinių įsipareigojimų vykdymo termino pratęsimas, esant nenumatytoms aplinkybėms	=

<p><b><u>3. Price Agreement and Payment Procedure</u></b></p> <p><b>3.1.</b> The Agreement is based on the fixed rate price (<i>The Purchaser pays for the services actually performed</i>).</p> <p>Price Agreement:</p>	<p><b><u>3. Sutarties kaina ir mokėjimo sąlygos</u></b></p> <p><b>3.1</b> Ši Sutartis yra fiksuoto įkainio Sutartis (<i>Pirkėjas moka už faktiškai atliktas paslaugas</i>).</p> <p>Sutarties kaina:</p>
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Currency of the Agreement: Euro			Sutarties valiuta: Eurai		
Serial No.	Name of services	Price in Eur w/o VAT	Eil. Nr.	Paslaugos pavadinimas	Kaina Eur be PVM
1.	Technical maintenance services for the hydraulic press ToniPRAX 1543.0300/339/2010 (the scope of technical maintenance services is specified in Table 1 of the Technical Specification)	5866,00	1	Hidraulinio presu ToniPRAX 1543.0300/339/2010 techninės priežiūros paslaugos (apimtyms nurodytos techninės priežiūros paslaugų techninės specifikacijos 1 lentelėje)	5866,00
2.	Technical maintenance services for the hydraulic press ToniPRAX 1543.0300/101/2001 (the scope of technical maintenance services is specified in Table 2 of the Technical Specification)	9034,00	2	Hidraulinio presu ToniPRAX 1543.0300/101/2001 techninės priežiūros paslaugos (apimtyms nurodytos techninės priežiūros paslaugų techninės specifikacijos 2 lentelėje)	9034,00
Price Agreement in Euro w/o VAT:		14900,00	Sutarties kaina Eur be PVM:		14900,00
VAT [ <i>write in the rate</i> ] price		=	PVM [ <i>įrašykite tarifą</i> ] kaina		=
The total Price Agreement in Euro:		14900,00	Bendra sutarties kaina Eur:		14900,00
<b>Total Price Agreement in Euro (in words):</b>		Fourteen thousand	<b>Bendra Sutarties kaina Eur (žodžiais):</b>		Keturiolika tūkstančių

	nine ho euros		devyni šimtai eurų
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<p><b>3.2.</b> The Customer shall pay the Supplier's invoice for the timely and proper performance of the Agreement no later than <b>30 (thirty)</b> calendar days from the date of its receipt.</p>	<p><b>3.2</b> Pirkėjas Tiekėjui už laiku ir tinkamai įvykdytą Sutartį sumoka per ne ilgesnį kaip <b>30 (trisdešimt)</b> kalendorinių dienų laikotarpį nuo sąskaitos faktūros gavimo ir perdavimo – priėmimo akto pasirašymo dienos.</p>
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<p><b><u>4. The performance of obligations and liability of the Parties</u></b></p> <p><b>4.1.</b> Performance of the Agreement is secured by penalties.</p> <p><b>4.2.</b> Penalty rate is 0,03 percent for each day of delay from the value of the services not provided in time and 0,03 percent on the overdue amount. Payment of penalties does not relieve the Parties from the obligations under the Agreement.</p>	<p><b><u>4. Prievolių įvykdymo užtikrinimas ir šalių atsakomybė</u></b></p> <p><b>4.1.</b> Sutarties įvykdymas užtikrinamas netesybomis – delspinigiais.</p> <p><b>4.2.</b> Delspinigių dydis yra 0,03 proc. už kiekvieną termino praleidimo dieną nuo laiku nesuteiktų Paslaugų vertės ir 0,03 proc. nuo laiku neapmokėtos sumos. Delspinigių sumokėjimas neatleidžia Šalių nuo pareigos vykdyti šioje Sutartyje prisiimtus įsipareigojimus.</p>
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<p><b><u>5. Changes, suspension and termination of the Agreement</u></b></p> <p><b>5.1.</b> The terms and conditions of the Agreement may be amended during the implementation of the Agreement based on the cases specified in Article 89 of the Public Procurement Law. A change of Agreement Conditions is executed via Amendment which shall become an integral part of the Agreement.</p> <p><b>5.2.</b> Due to important circumstances, the Customer has the right to demand the suspension of the service provision. If the Agreement is suspended for more than 90 (ninety) days, and the suspension is not due to the fault of the Supplier, the Supplier may require the Customer to resume the Agreement within 30 (thirty) days in a written notice or to terminate the Agreement.</p> <p><b>5.3.</b> In all circumstances, the following may be considered relevant:</p> <p><b>5.3.1.</b> Changes in legal regulations and / or decisions at the State level affecting the proper performance of the Agreement (e.g., quarantine, state of emergency, etc.);</p> <p><b>5.3.2.</b> Decisions, actions and / or omissions of third parties having impact on the performance of the</p>	<p><b><u>5. Sutarties pakeitimai, sustabdymas ir nutraukimas</u></b></p> <p><b>5.1</b> Sutarties sąlygos Sutarties galiojimo laikotarpiu gali būti keičiamos Viešųjų pirkimų įstatymo 89 straipsnyje nustatytais atvejais. Sutarties sąlygų keitimas įforminamas papildomu susitarimu, kuris tampa neatskiriama Sutarties dalimi.</p> <p><b>5.2</b> Esant svarbioms aplinkybėms, Pirkėjas turi teisę reikalauti atidėti paslaugų teikimą. Jei Sutartis stabdoma ilgesniam nei 90 (devyniasdešimt) dienų terminui, ir stabdoma ne dėl Tiekėjo kaltės, Teikėjas gali rašytiniu pranešimu iš Pirkėjo pareikalauti atnaujinti Sutartį per 30 (trisdešimt) dienų. Neatnaujinus Sutarties nustatytais terminais Teikėjas įgyja teisę nutraukti Sutartį.</p> <p><b>5.3</b> Svarbiomis aplinkybėmis visais atvejais gali būti laikoma:</p> <p><b>5.3.1</b> Teisinio reglamentavimo pasikeitimas ir/ar Valstybės lygmens sprendimai turintys įtakos tinkamam sutarties vykdymui (pvz. karantino, nepaprastosios padėties ar kt. paskelbimo atvejai);</p> <p><b>5.3.2</b> Sutarties vykdymui įtaką turinčių trečiųjų šalių nepriklausančių nuo Tiekėjo ir ar</p>
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Agreement and independent of the Supplier and / or the Customer;

**5.3.3.** Other circumstances, recognized by both Parties, which are beyond the control of the Parties and under which proper performance of the Agreement is not possible.

**5.4.** The Agreement may be terminated by written agreement of the Parties.

**5.5.** The Supplier has the right to unilaterally terminate the Agreement only if the Customer breached the Agreement. The Supplier shall give a written notice to the Customer in 5 (five) calendar days regarding termination of the Agreement.

**5.6.** The Customer shall have the right to unilaterally terminate the Agreement by giving a notice to the Supplier in 5 (five) calendar days on any of the following grounds:

a) The Supplier fails to fulfil or improperly fulfils the obligations specified in the Agreement;

b) The quality of the performance of the Agreement provided by the Supplier (Sub-Supplier) does not satisfy the Customer;

c) In case of the Supplier's delay to fulfil the obligations of the Agreement, further performance of the Agreement by the Customer becomes irrelevant;

d) it becomes evident from the specific circumstances that the Supplier will no longer be able to perform its obligations of the Agreement in a proper and timely manner (e.g., bankruptcy proceedings have been initiated against the Supplier) and does not confirm at the Customer's request that he/she will be able to continue performing the Agreement properly;

e) following the cases defined in Article 90, Clause 1 of the Public Procurement Law of the Republic of Lithuania;

f) in any other case when the Supplier actually breaches the Agreement.

**5.7.** If the termination of the Agreement is initiated by the Customer due to the fault of the Supplier, the losses or expenses incurred by the Customer shall be recovered by deducting them from the amounts payable to the Supplier without separate notice to the Supplier and not requiring his/her consent.

Pirkėjo valios, sprendimai, veikimas ir/ar neveikimas.

**5.3.3** Kitos objektyvios, abiejų sutarties Šalių vienodai pripažįstamos aplinkybės, kurios nepriklauso nuo sutarties Šalių valios ir kurioms esant tinkamas sutarties vykdymas nėra įmanomas.

**5.4** Sutartis gali būti nutraukiama raštišku abiejų Šalių susitarimu.

**5.5** Teikėjas turi teisę vienašališkai nutraukti Sutartį, tik Pirkėjui iš esmės pažeidus šią Sutartį. Apie tokį Sutarties nutraukimą Teikėjas raštu praneša Pirkėjui prieš 5 (penkis) kalendorines dienas.

**5.6** Pirkėjas turi teisę vienašališkai nutraukti Sutartį, išpėjęs Teikėją prieš 5 (penkis) kalendorines dienas, esant bent vienam iš žemiau nurodytų pagrindų:

a) Teikėjas nevykdo ar netinkamai vykdo savo sutartinius įsipareigojimus;

b) Teikėjo (subteikėjų) Sutarties vykdymo kokybė iš esmės netenkina Pirkėjo;

c) dėl Teikėjo vėlavimo vykdyti sutartinius įsipareigojimus, tolimesnis Sutarties vykdymas Pirkėjui praranda aktualumą;

d) iš konkrečių aplinkybių tampa akivaizdu, kad Teikėjas nebepajėgs tinkamai ir laiku vykdyti Sutartinių įsipareigojimų (pvz., Teikėjui inicijuota bankroto byla) ir, Pirkėjui pareikalavus, Teikėjas nepatvirtina, kad sugebės toliau tinkamai vykdyti Sutartį;

e) Viešųjų pirkimų įstatymo 90 straipsnio 1 dalyje nustatytais atvejais;

f) bet kokiais kitais atvejais, kai Teikėjas iš esmės pažeidžia šią Sutartį.

**5.7** Jei Sutartis nutraukiama Pirkėjo iniciatyva dėl Teikėjo kaltės, Pirkėjo patirti nuostoliai ar išlaidos, be atskiro pranešimo Teikėjui ir nereikalaujant jo sutikimo, išieškomi išskaičiuojant juos iš Teikėjui mokėtinų sumų.

## **6. Notifications**

**6.1.** All notices between the Parties related to the Agreement shall be provided in writing to the addresses specified in the Agreement or by e-mail.

## **6. Pranešimai**

**6.1** Visi pranešimai tarp Šalių, susiję su Sutartimi, pateikiami raštu Sutartyje nurodytais adresais arba elektroniniu paštu.

**6.2.** The Parties undertake to inform each other within 5 calendar days of any changes in the legal and postal addresses and telephone numbers of the Parties.

**6.2** Šalys įsipareigoja per 5 kalendorines dienas informuoti viena kitą apie visus Šalių juridinių ir pašto adresų bei telefonų pasikeitimus.

### **7. Force Majeure**

**7.1.** The Supplier understands that COVID-19 is not a case of *force majeure* and COVID-19 will not prevent it from performing the Agreement properly.

**7.2.** A Party shall not be liable for any breach or partial failure to perform any of its obligations under this Agreement if the Party proves that this was due to unusual circumstances beyond the Parties' control and could not have been reasonably foreseen, avoided or eliminated. The circumstances specified in Article 6.212 of the Civil Code of the Republic of Lithuania shall be deemed to be circumstances of force majeure and the Rules of Exemption from Liability in the Event of Force Majeure, approved by the decree No. 840 of the Government of the Republic of Lithuania on 15 July 1996.

**7.3.** The Party requesting its release from liability shall notify the other Party in writing of the circumstances of force majeure immediately, but not later than within 3 (three) working days from the occurrence or clarification of such circumstances.

**7.4.** The ground for release from liability of a Party arises from the moment of force majeure circumstances or, if the notice was not given in time, from the moment of giving the notice. If a Party fails to send a notification or inform in a timely manner, it shall compensate the other Party for the damage suffered as a result of the failure to notify in a timely manner or as a result of the absence of any notification.

**7.5.** When the above-mentioned circumstances are ended, the Parties shall immediately commence or continue to fulfil their obligations.

### **7. Nenugalima jėga**

**7.1** Teikėjas supranta, kad COVID-19 nėra *force majeure* ir COVID-19 jam nesutrukdys įvykdyti sutartį tinkamai.

**7.2** Šalis nėra laikoma atsakinga už bet kokių įsipareigojimų pagal šią Sutartį neįvykdymą ar dalinį neįvykdymą, jeigu Šalis įrodo, kad tai įvyko dėl neįprastų aplinkybių, kurių Šalys negalėjo kontroliuoti ir protingai numatyti, išvengti ar pašalinti jokiais priemonėmis. Nenugalimos jėgos aplinkybėmis laikomos aplinkybės, nurodytos Lietuvos Respublikos civilinio kodekso 6.212 str. ir Atleidimo nuo atsakomybės esant nenugalimos jėgos (*force majeure*) aplinkybėms taisyklėse, patvirtintose Lietuvos Respublikos Vyriausybės 1996 m. liepos 15 d. nutarimu Nr. 840.

**7.3** Šalis, prašanti ją atleisti nuo atsakomybės, privalo pranešti kitai Šaliai raštu apie nenugalimos jėgos aplinkybes nedelsdama, bet ne vėliau kaip per 3 (tris) darbo dienas nuo tokių aplinkybių atsiradimo ar paaiškėjimo.

**7.4** Pagrindas atleisti Šalį nuo atsakomybės atsiranda nuo nenugalimos jėgos aplinkybių atsiradimo momento arba, jeigu laiku nebuvo pateiktas pranešimas, nuo pranešimo pateikimo momento. Jeigu Šalis laiku neišsiunčia pranešimo arba neinformuoja, ji privalo kompensuoti kitai Šaliai žalą, kurią ši patyrė dėl laiku nepateikto pranešimo arba dėl to, kad nebuvo jokio pranešimo.

**7.5** Pasibaigus minėtoms aplinkybėms, Šalys(-is) nedelsdamos(-a) pradeda ar tęsia savo įsipareigojimų vykdymą.

## **8. Validity of the Agreement and other provisions of the Agreement**

**8.1.** The effective date of the Agreement shall be the date of signing the Agreement. If the Parties sign at different times, the effective date of the Agreement shall be deemed to be the date of signature of the last Party.

**8.2** The documents constituting the Agreement are mutually explanatory. In the event of any inconsistency between the provisions of the conditions of the Agreement and those of the annexes thereto, the provisions of the conditions of the Agreement shall prevail.

**8.3** By signing the Agreement / returning the signed Agreement, the Supplier undertakes to inform the Customer of the names of all sub-Suppliers, to provide the contact details of the sub-Suppliers and their representatives. If the requested information is not provided together with the returned Agreement, the Customer will assume that the sub-Suppliers will not be involved.

**8.4** Any disagreement or dispute arising between the Parties under this Agreement shall be settled by mutual agreement. If the Parties fail to reach an agreement, then disputes, disagreements or claims shall be resolved in the competent court of the Republic of Lithuania at the Customer's location.

**8.5** The Parties agree to keep the terms of this Agreement, all documentation and information received by the Parties from each other in the course of implementation of the Agreement confidential and not to disclose any information about it to third parties without the prior written consent of the other Party, except as required by the laws of the Republic of Lithuania.

**8.6** If the Supplier's qualification regarding the right to provide the respective activity has not been verified or is not verified to the full extent, the Supplier shall ensure that the Agreement will be performed only by persons entitled to such activity.

**8.7** Clause 11 of the technical specification is changed from: "2 working days" to "are supposed to be provided within 4 working days."

**8.8** Correspondence:

## **8. Sutarties galiojimas ir kitos sutarties sąlygos**

**8.1** Sutarties įsigaliojimo data laikoma sutarties pasirašymo diena. Jei šalys pasirašo skirtingu metu, Sutarties įsigaliojimo data laikoma paskutiniosios šalies parašo data.

**8.2** Laikoma, kad Sutartį sudarantys dokumentai vienas kitą paaiškina. Tuo atveju, jeigu Sutarties sąlygų nuostatos neatitinka jos priedų, pirmenybė yra teikiama Sutarties sąlygų nuostatoms.

**8.3** Teikėjas, pasirašydamas Sutartį / grąžindamas pasirašytą Sutartį, įsipareigoja Pirkėjui pranešti visų subtiekiejų pavadinimus, pateikti subtiekiejų ir jų atstovų kontaktinius duomenis. Jei kartu su grąžinama Sutartimi nebus pateikta pašoma informacija, Pirkėjas laikys, kad subtiekiejai pasitelkiami nebus.

**8.4** Bet kokie nesutarimai ar ginčai, kylantys tarp Šalių dėl šios Sutarties, sprendžiami abipusiu susitarimu. Šalims nepavykus susitarti, ginčai, nesutarimai ar reikalavimai sprendžiami kompetentingame Lietuvos Respublikos teisme pagal Pirkėjo buveinės vietą.

**8.5** Šalys sutinka laikyti šios Sutarties sąlygas, visą dokumentaciją ir informaciją, kurią Sutarties Šalys gauna viena iš kitos vykdydamos Sutartį, konfidencialia ir be išankstinio kitos Šalies rašytinio sutikimo neplatinti trečiosioms šalims apie ją jokios informacijos, išskyrus atvejus, kai to reikalaujama Lietuvos Respublikos įstatymų nustatyta tvarka.

**8.6** Jei Teikėjo kvalifikacija dėl teisės verstis atitinkama veikla nebuvo tikrinama arba tikrinama ne visa apimtimi, Teikėjas privalo užtikrinti, kad Sutartį vykdys tik tokią teisę turintys asmenys.

**8.7** Techninės specifikacijos 11 punktą keičiamas iš: „2 darbo dienos“ į „turi būti suteikta per 4 darbo dienas“.

**8.8** Susirašinėjimas:

	<b>the Contractor</b>	<b>Vykdytojas</b>		<b>The Customer</b>	<b>Užsakovas</b>
	The person responsible for implementation of the Agreement and notification of Amendments	Asmuo, atsakingas už Sutarties vykdymą ir pakeitimų paskelbimą		The person responsible for implementation of the Agreement	Asmuo, atsakingas už Sutarties vykdymą
Name. Second name			Vardas, pavardė		
Address	Toni Technik Baustoffprüfsysteme GmbH, Alexander-Meißner-Str. 12, 12526 Berlin, Germany	Toni Technik Baustoffprüfsysteme GmbH, Alexander-Meißner-Str. 12, 12526 Berlynas, Vokietija	Adresas	Elektrinės g. 4, K47, Drūkšinių k., 31152 Visagino sav.	. Elektrinės g. 4, K47, Drūkšinių k., 31152 Visagino sav.
Phone number			Telefonas		
E-mail			El. paštas		

<p><b>8.8</b> The Agreement is concluded in Lithuanian and English languages. The Agreement is made in two copies each having equal legal force – one for each Party.</p> <p><b>8.9.</b> The Lithuanian language shall prevail in matters of interpretation of the Agreement.</p> <p><b>8.10.</b> Attachments:</p> <p><b>8.10.1.</b> Technical specification, Annex 1;</p> <p><b>8.10.2.</b> Contractor’s proposal, Annex 2.</p> <p><b>8.11.</b> All other issues not discussed in the Agreement are governed by the legal acts of the Republic of Lithuania.</p>	<p><b>8.8</b> Sutartis sudaryta Lietuvių ir anglų kalba, dviem vienodą juridinę galią turinčiais egzemplioriais – po vieną kiekvienai Šaliai.</p> <p><b>8.9</b> Skirtingai traktuojant Sutartį dėl kalbos ypatumų, vadovaujamosi lietuvių kalba.</p> <p><b>8.10</b> Sutarties priedai:</p> <p><b>8.10.1</b> Techninė specifikacija, 1 priedas;</p> <p><b>8.10.2</b> Vykdytojo pasiūlymas, 2 priedas.</p> <p><b>8.11</b> Visus kitus klausimus, kurie neaptarti Sutartyje, reguliuoja Lietuvos Respublikos teisės aktai.</p>
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<b>9. SIGNATURES OF THE PARTIES</b>	<b>9. ŠALIŲ PARAŠAI</b>
<b>THE CONTRACTOR / VYKDYTOJAS</b>	<b>THE CUSTOMER / UŽSAKOVAS</b>
<b>Toni Technik Baustoffprüfsysteme GmbH</b>	<b>SE Ignalina Nuclear Power Plant/ VĮ Ignalinos atominė elektrinė</b>
(date)	Head of the Procurement and Contracts Division / Pirkimų ir sutarčių skyriaus vadovas
	

*Financial requisites of the Agreement (filled by the Customer /  
Sutarties finansiniai rekvizitai (pildo Pirkėjas)*

Finansavimo šaltinis FSN /  
Source of funding FSN

Sąnaudų straipsnis – 4.8 /  
Cost item – 4.8

Veiklos rūšis – V2.7 /  
Type of activity – V2.7

VĮ IAE išlaidų plane numatyta suma, Eur – Kategorija 3.16 /  
Amount specified in the SE INPP expenses plan – Category 3.16

Projektas, kuriam priskiriamos išlaidos: 4202.041S /  
Project to which the expenses relates: 4202.041S

BVPŽ kodas 50531000-6 /  
CPV code 50531000-6

The person responsible for notification of the  
Agreement:

Asmuo, atsakingas už Sutarties paskelbimą:

*Translation from Lithuanian*

**STATE ENTERPRISE  
IGNALINA NUCLEAR POWER PLANT  
TECHNOLOGY DEPARTMENT  
LABORATORY RESEARCH DIVISION**

APPROVED by  
Director of the Technology Department  
*(Approved by an unqualified  
electronic signature)*

**TECHNICAL SPECIFICATION  
FOR THE PROCUREMENT OF TECHNICAL MAINTENANCE SERVICES  
FOR TWO HYDRAULIC PRESSES MANUFACTURED BY TONI TECHNIK  
(TYPE TONI PRAX 1543.0300)**

<Dok. data> No <Reg. Nr.>  
Visaginas

**CHAPTER I  
PROCUREMENT TYPE**

1. Procurement of services.

**CHAPTER II  
OBJECTIVE**

2. Technical maintenance services for two hydraulic presses manufactured by Toni Technik (type ToniPRAX 1543.0300, hereinafter referred to as the press) are being purchased to ensure the normal operation of the presses by testing the compressive strength of cement mortar samples.

3. The purchased services are product not important to safety.

**CHAPTER III  
BASIC DEFINITIONS**

4. Nuclear facility (hereinafter referred to as the NF) – a nuclear power plant, a power unit of a nuclear power plant, a non-power nuclear reactor, a nuclear material storage facility, a radioactive waste management facility.

5. NF site – an area with defined boundaries where construction work on a nuclear facility is being carried out, or where a nuclear facility is already built, or where decommissioning of a nuclear facility or maintenance of a decommissioned repository is being carried out.

6. Controlled area – an area to which special rules for protection against ionising radiation and/or radioactive contamination apply and to which access is controlled.

7. Category III premises in the controlled area – premises where employees are permanently present (operators' rooms, control panels, workshops, laboratories, corridors, etc.). The limit values of radiation parameters of these premises meet the criteria of Category III premises according to the requirements of the INPP Radiation Safety Instruction, DVSeD-0512-2.

8. SWTSF – Solid Waste Treatment and Storage Facilities.

9. Observed area – a part of the non-controlled area of the enterprise for which occupational exposure conditions must be monitored, although no specific protective measures are required.

#### **CHAPTER IV DESCRIPTION OF SERVICES AND SCOPE OF PROVISION**

10. In order to ensure uninterrupted operation of hydraulic presses, reliable indicators and to prolong the normal operating cycle, it is necessary to carry out regular technical maintenance of presses and to diagnose and eliminate faults and deviations in indicators that may occur during their operation.

10.1. Components of the hydraulic press ToniPRAX 1543.0300/339/2010:

- Compression test equipment, up to 300 kN (model 1543.0300/339/2010),
- Bending test equipment, up to 10 kN (model 1544.0010/209/2010),
- Amplifier power unit ToniNORM (model 2010.010/675/2010),
- Computer control system ToniTROL (model 0510.010/1173/2010),
- Software testXpert.

10.2. Components of the hydraulic press ToniPRAX 1543.0300/101/2001:

- Compression test equipment, up to 300 kN (model 1543.0300/101/2001),
- Amplifier power unit (model 2010.010/349/2001),
- Computer control system ToniTROL (model 0510.010/0595/2010).

10.3. Main technical data of hydraulic presses:

- $F_{max}$  – 300 kN, for compression test equipment,
- $F_{max}$  – 10 kN, for bending test equipment,
- measurement range: 1–100 %
- indication ranges: 1–10 %  $F_{max}$  and 10–100 %  $F_{max}$ .

11. The provision of **technical maintenance services** and related services shall be carried out in accordance with the scope of technical maintenance prepared by the Service Provider, agreed with the Customer. Technical maintenance services are provided according to the Customer's needs, i.e., upon receipt of the Customer's request to arrive at the location of the hydraulic press technical maintenance. The provision of technical maintenance services is a one-off. The Service

Provider must arrive at the location of technical maintenance no later than 21 calendar days after the order has been submitted by e-mail. An order shall be deemed to have been received upon confirmation by the Service Provider that the order has been accepted. Technical maintenance services shall be provided within 2 working days from the date of arrival at the location of technical maintenance.

12. The scope of technical maintenance services required for hydraulic presses ToniPRAX 1543.0300/339/2010 and ToniPRAX 1543.0300/101/2001 is specified in Tables 1 and 2.

Table 1

<b>Scope of technical maintenance of the hydraulic press ToniPRAX 1543.0300/339/2010</b>			
<b>No</b>	<b>Description of services</b>	<b>Toni TECHNIK No or equivalent</b>	<b>Number of one-off services</b>
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>
1	Hydraulic pipes replacement	650.101	1
2	Oil change	650.134	1
3	Filter replacement, SE 008 E10B	880.171	1
4	Set of seals replacement – filter DF30 G1.0	880.172	1
5	High pressure hose replacement 1SN DN12 DKOS/DKOS 90° 16S 410 mm	814.512	2
6	High pressure hose replacement 4SP DN12 DKOS/DKOS 90° /600 mm	814.549	1
7	High pressure hose replacement 4SP DN12 DKOS/DKOS 45°, 560 mm lg.	814.507	1
8	High pressure hose replacement 2SN DN6x600mm DKOS/DKOL 600 mm lg. (10S/10L)	814.508	1
9	Calibration according to standard EN ISO 7500-1. Calibration and verification of the force-measuring system. The issue of a calibration certificate for each load frame	650.206	1

Table 2

Scope of technical maintenance of the hydraulic press ToniPRAX 1543.0300/101/2001			
No	Description of services	Toni TECHNIK No or equivalent	Number of one-off services
1	2	3	4
1	Hydraulic pipes replacement. Replacement of necessary spare parts	650.101	1
2	Oil change	650.134	1
3	Filter replacement, SE 008 E10B	880.171	1
4	Set of seals replacement – filter DF30 G1.0	880.172	1
5	High pressure hose replacement 1SN DN12 DKOS/DKOS 90° 16S 410 mm	814.512	2
6	High pressure hose replacement 4SP DN12 DKOS /DKOS 90° /600 mm	814.549	1
7	High pressure hose replacement 4SP DN12 DKOS/DKOS 45°, 560 mm lg.	814.507	1
8	Diagnostics and technical maintenance of the amplification of the preamplifier's sensor signals and transfer of normalised signals to the ToniTROL measurement and control system (under appropriate pressure/load conditions)	0780.1	1
9	Checking and adjusting the pressure range of the oil pressure transducer of the voltage gauge according to the working pressure of the connected load frame	0731	1
10.	Calibration according to the standard EN ISO 7500-1	650.206	1

13. **The defects act** is drawn up by the Service Provider and signed by both parties after the faults have been detected during the technical maintenance of the hydraulic press. If, during the warranty period, the Customer determines that the replaced parts do not meet the required quality, technical specification, or are unsuitable for use, the supplier shall, at the latest within 30 working days from the date of receiving of the notice of defects, sign and, at its own expense, remedy all defects found during the warranty period. The supplier repeatedly gives a warranty period of 6 months for replaced parts.

14. The parts supplied by the Service Provider and replaced during the technical maintenance shall be provided with a warranty by the Service Provider for a period of at least 6 months from the date of signing the Service Acceptance and Transfer Act. In the event of a

malfunction during the warranty period, the Service Provider must repair the malfunction at its own expense within 30 working days.

15. After the service has been provided, not later than within 5 working days from the date of providing the services, the Service Acceptance and Transfer Act shall be drawn up in the prescribed form, specifying the date, amount and price of the work performed.

#### **CHAPTER V RULES AND STANDARDS**

16. The Service Provider must follow the manufacturer's instructions and recommendations.

#### **CHAPTER VI PLACE OF PERFORMANCE OF ACTIVITIES**

17. The Service Provider shall provide technical maintenance services for the following hydraulic presses:

- Hydraulic press ToniPRAX 1543.0300/339/2010 located in the observed area at the SE INPP NF site, SWTSF building 01, room 21R066,
- Hydraulic press ToniPRAX 1543.0300/101/2001 located in the controlled area, building 150, room 331 (Category III), Elektrinės str. 4, K 47, Drūkšinių vil., LT-31152 Visaginas municipality.

#### **CHAPTER VII TIME LIMIT FOR THE PROVISION OF SERVICES**

18. The services must be provided within 4 months of the date of entry into force of the Agreement. The provision of services is a one-off.

#### **CHAPTER VIII EQUIPMENT**

19. The Service Provider shall ensure that it will have sufficient means and equipment to implement the Agreement.

20. Under the Agreement on the provision of services, no technical equipment necessary for the performance of the Agreement may be procured on behalf of the Contracting Authority or transferred to the Contracting Authority after the performance of the Agreement.

21. The equipment and inventory of the Service Provider must be checked for radioactive contamination and, if necessary, decontaminated.

**CHAPTER IX**  
**REQUIREMENTS FOR THE PROVISION OF SERVICES IN THE CONTROLLED AREA**  
**OF THE NUCLEAR FACILITY**

22. When providing the services specified in Table 2 of Paragraph 12 at the Category III premises within the controlled area of the SE INPP, the Service Provider must adhere to the following documents (latest versions):

22.1. Law of the Republic of on Radiation Protection,

22.2. Nuclear Safety Requirements BSR-1.9.3-2016 „Radiation Protection at Nuclear Facilities“,

22.3. Lithuanian Hygiene Norm HN 73:2018 “Basic Norms of Radiation Protection”,

22.4. INPP Radiation Safety Instruction, DVSEd-0512-2 (<https://www.iae.lt/teisine-informacija/vidiniai-teises-aktai/103>),

22.5. Instruction for Ensuring Radiation Protection during Work in the INPP Controlled Area, DVSEd-0512-7 (<https://www.iae.lt/teisine-informacija/vidiniai-teises-aktai/103>).

22.6. Services related to radioactively contaminated equipment, devices, installations shall be provided within the SE INPP controlled area.

23. Restrictions and requirements will be applied to the Service Provider carrying out its activities in the controlled area of a nuclear facility, and on-the-job briefing will be conducted.

24. The Service Provider's personnel will be subject to the annual effective dose limit of 1 mSv per year applicable to the residents. Once this value is reached, the employee will not be allowed to work in the controlled area for the current year.

25. Before starting work in the controlled area, the Service Provider shall immediately provide the data of each outgoing employee on the exposure doses received during the current year while performing work outside the SE INPP.

26. The personnel of the Service Provider shall be provided with permits authorising them to enter the security areas of nuclear facilities only with an accompanying person.

**CHAPTER X**  
**OTHER EXPENSES**

27. All other costs associated with the performance of the Agreement are included in the total price of the Agreement. Any additional costs not included in the Agreement price will not be reimbursed.

## **CHAPTER XI QUALITY CONTROL**

28. The Service Provider shall ensure that the Customer's representatives will have possibility to continuously control the progress and quality of the provision of the services at any stage of the performance of the Agreement.

## **CHAPTER XII ENVIRONMENTAL PROTECTION REQUIREMENTS**

29. In accordance with Paragraph 4 of the Order of the Minister of the Environment of the Republic of Lithuania No D1-508 of 28 June 2011 "On the approval of the Description of the Procedure for Application of Environmental Criteria for Green Procurement", the procurement is considered as green procurement because it meets the following:

29.1. the condition set out in Paragraph 4.4.4.3 of the above-mentioned order, i.e., that no or less hazardous chemical substances are used, that the environment is not polluted and that risks to health are excluded,

29.2. the requirement of Annex 2, Chapter II, "Packaging" of the above-mentioned order, i.e., that packaging materials (consumables/parts packaging) shall comply with the minimum environmental protection criteria for packaging: "Packaging shall be considered as recyclable packaging in accordance with the provisions of the Law of the Republic of Lithuania on Taxes for Pollution of the Environment".

30. The Service Provider shall provide written evidence of compliance of packaging materials with environmental requirements that the packaging materials of the parts/equipment are made from recyclable raw materials.

Prepared by  
Chemical Engineer  
of the Laboratory Research Division Radiochemical Laboratory

K. K., 1, 2023-06-23

Toni Technik presu prieziuros paslaugos TS 2023\_en.docx

*Translator of Document Management and  
Administration Division of SE Ignalina NPP,  
2023-11-10*



Toni Technik Baustoffprüfsysteme GmbH  
 Alexander-Meißner-Str. 12, 12526 Berlin, Germany  
 Phone + 49-30-46 40 39-23  
 Registration: Berlin Amtsgericht Berlin-Charlottenburg HRB 26 159

SE Nuclear Power Plant  
 E-mail

### TENDER PROPOSAL

#### PUBLIC SALES AGREEMENT ON TECHNICAL MAINTENANCE SERVICES FOR TWO HYDRAULIC PRESSES MANUFACTURED BY TONI TECHNIK (TYPE TONI PRAX 1543.0300)

22.11.2023 No.20231122001

Riga

<i>[Company's name]</i>	Toni Technik Baustoffprüfsysteme GmbH
Address	Alexander-Meißner-Str. 12, 12526 Berlin, Germany
Name and position of the person responsible for the tender	..., member of the board of ISOmetria SIA, on behalf of Toni Technik Baustoffprüfsysteme GmbH on a power of attorney basis.
Phone number	...
Fax number	---
E-mail	

*/Note. To be filled in if the Supplier intends to use subcontractor /*

Name (s) of subcontractor (s)	---
Address (es) of subcontractor (s)	---
Activities to be subcontracted (s) and share of liabilities (percentage).	---

1. With this tender proposal, we note that we agree with all the purchase conditions set out in the procurement documents (their explanations, additions).

2. The tender proposal is valid for 60 calendar days from the deadline for submission of tenders.

3. We offer the following services:

Currency of the Agreement: Euro		
No.	Name of services	Price in Eur w/o VAT*
1.	Technical maintenance services for the hydraulic press ToniPRAX 1543.0300/339/2010 (the scope of technical maintenance services is specified in Table 1 of the Technical Specification)	5866,00
2.	Technical maintenance services for the hydraulic press ToniPRAX 1543.0300/101/2001 (the scope of technical maintenance services is specified in Table 2 of the Technical Specification)	9034,00
Price Agreement in Euro w/o VAT:		14900,00
<b>Price Agreement in Euro including VAT (in words):</b>		eighteen thousand twenty-nine

VAT has been included in the offer price as requested, but it will not be charged by Supplier.

Within the European Union, for deliveries of services from one member state to another member state, the recipient of the service is liable for VAT according "reverse charge" mechanism.

If the sum in numbers does not correspond to the sum in words, the sum in words is considered correct.

\* Prices in the tender are rounded, leaving two figures after the decimal point.

Currency:							Euro
No.	Name of services	Manufacturer	Model of the goods	Quantity	Measurement unit	Unit price (rate) w/o VAT	Amount w/o VAT
1.	Technical maintenance services for the hydraulic press ToniPRAX 1543.0300/339/2010 (the scope of technical maintenance services is specified in Table 1 of the Technical Specification)	Toni Technik Baustoff prüfsysteme GmbH	Maintenance and servicing for model ToniPRAX 1543	1	Set	5866,00	5866,00
2.	Technical maintenance services for the hydraulic press ToniPRAX 1543.0300/101/2001 (the scope of technical maintenance services is specified in Table 2 of the Technical Specification)	Toni Technik Baustoff prüfsysteme GmbH	Maintenance and servicing for model ToniPRAX 1543	1	Set	9034,00	9034,00
<b>Total amount without VAT*:</b>							14900,00
<b>Total amount including VAT, in words: eighteen thousand twenty-nine</b>							

VAT has been included in the offer price as requested, but it will not be charged by Supplier.

Within the European Union, for deliveries of services from one member state to another member state, the recipient of the service is liable for VAT according "reverse charge" mechanism.

**Providing this tender proposal, we confirm that our tender proposal includes all fees and all execution costs and that we assume the risk for all costs that we were required to include in the tender proposal price when submitting the tender proposal and in accordance with the terms of the procurement documents.**

The proposal is accompanied by the following documents:

No.	Name of the submitted documents	Number of pages
1.	Declaration_Partner_ISOmetrija_SIA	1

The following information in the proposal is confidential:

No.	Title of the submitted document (it is recommended to use the word "Confidential" in the title)
	---

Note. If the Tenderer does not indicate which information is confidential, it is considered that the confidential information is not included in the tender proposal.

Member of the board of  
ISOmetria SIA on behalf of  
Toni Technik  
Baustoffprüfungssysteme GmbH on  
a power of attorney basis  
\_\_\_\_\_  
(Position of the Tenderer or his  
authorized person)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(Name, Second Name)

To whom it may concern

Date  
21.09.2023

**Declaration**

We hereby declare that:

ISOmetrija SIA  
Krustabaznicas Street 4  
LV-1006 Riga

is an authorized representative for Toni Technik Baustoffprüfsysteme GmbH for sales, execution of warranty claims, services of Toni Technik materials testing machines and instruments in Estonia, Latvia and Lithuania.

Mr. [redacted] as Member of the Board of ISOmetrija SIA is authorized to sign quotations, contracts and other relevant documents e.g. tender documents.

This declaration is valid until 31.12.2023.

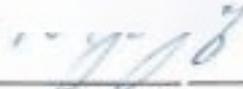
Yours faithfully,

**Toni Technik Baustoffprüfsysteme GmbH**



(Signature)

Managing Director



(Signature)

Sales Area Manager



(Stamp)

Susiūta, sunumeruota ir patvirtinta  
spaudu

40  
*daudena uol*  
KIRKIMIS  
ITARI  
YRIUK

2007-11-29

