

SALE-PURCHASE CONTRACT

Nr. 1/2023-06-14/10

Vilnius, June 2023

"Radiation Protection Centre", VAT exempted company code 193288633, whose registered office is at Kalvariju street 153, LT-08221 Vilnius, represented by Ramunė Marija Stasiūnaitienė, acting director, acting pursuant to the Bylaws of the company (hereinafter – **the Buyer**), of the one part, and ENVINET GmbH, whose office is registered at Hans-Pinsel-Str. 4, 85540 Munich, Germany, represented by managing director: Dr. Wolfgang Rieck (hereinafter - the **Seller**), of the other part jointly hereinafter referred to as the “Parties” and any of them separately - as a “Party”, have concluded the following Sale-Purchase Contract (hereinafter - the Contract):

1. Subject-matter of the contract

1.1. The Seller undertakes to sell the upgrade of radiation early warning system containing: system for spectrometric measurement and monitoring of the ambient gamma radiation in air - 5 pcs.; adjustment of SARA 1.0 (Envinet GmbH) detector for spectrometric measurement and monitoring of the ambient gamma radiation in air for operation together with system for spectrometric measurement and monitoring of the ambient gamma radiation in water type SARA 2.0 (Envinet GmbH) - 1 pcs.; upgrading and extension of measurement quality assurance and service equipment - 1 pcs. (Hereinafter – Upgrade of early warning system) under the terms and procedures set forth herein and the Buyer undertakes to purchase and accept the products and to pay an agreed price for them.

2. Equipment cost, contract amount

2.1. Price of the maintenance service for the software network monitoring centre (NMC ENVINET) for three-year period – **199 970,00 Eur** (one hundred ninety-nine thousand nine hundred seventy euros 00 ct).

2.2. Contract amount (including 19 % VAT) – **237 964,30 Eur** (two hundred thirty seven thousand nine hundred sixty-four euros 30 ct).

3. Payment terms

3.1. Settlements under this Contract shall be made by bank transfers to the bank account referred to by the Seller no later than 30 days after the Act of delivery and acceptance is signed. Under particular circumstances payment could be done in advance in accordance with pro-forma invoice.

4. Deadline and order

4.1. The Seller undertakes to deliver equipment to the Buyer by 30 November.

4.2. Equipment should be delivered to the Buyer office at Kalvariju street 153, LT-08221 Vilnius

5. Quality, Seller Warranties and Parties' liability

5.1. The scope and conditions of Upgrade of early warning system must comply with the manufacturer's those declared in procurement tender and in the technical specifications declared in Annex.

5.2. The Seller shall provide the Goods with a 12-month warranty. The Warranty shall come into effect from the date of signing Act of delivery and acceptance is signed.

5.2.1 The Seller warrants that there are no latent defects in the Goods which would prevent the Goods from being used for the purpose for which the Buyer intends to use them, or which would impair the usefulness of the Goods to such an extent that the Buyer would not have purchased the Goods or would not have paid the price for the Goods if he had been aware of the defects.

5.2.2. If the Goods sold are not of satisfactory quality and the Seller has not discussed the defects with the Buyer, the Buyer, having purchased Goods of unsatisfactory quality, shall have the right, at his option, to demand:

5.2.3. to replace the Goods, as described by type, with Goods of satisfactory quality, unless the defects are minor or caused by the Buyer;

5.2.4. that the Seller shall remedy the defects in the Goods free of charge or reimburse the Buyer's costs of remedying the defects if the defects can be remedied.

5.2.5. If the Goods are of poor quality or do not meet the technical specifications set out in the Buyer's Annex to the Contract, the Seller shall replace the Goods with Goods of good quality, free of charge, within 30 calendar days from the date of the certificate of return of Goods.

5.3 The Seller undertakes:

5.3.1. to perform the Contract duly and faithfully;

5.3.2. to deliver the Goods, in accordance with the requirements set out in the Technical Specification of the Purchase Conditions and the Seller's offer, within the deadline set out in Clause 3.1 of the Contract, to the place specified in the Contract;

5.3.3. the Goods shall be delivered complete, including all necessary accessories and consumables required for commissioning and system testing, installed and commissioned at the User's premises;

5.3.4. provide, at its own cost and risk, the equipment, safety and labour necessary for the performance of the Contract;

5.3.5. not to use the Buyer's marks or name in any advertising, publications, etc. without the Buyer's prior written consent;

- 5.3.6. assume the risk of loss or damage to the Goods up to the time of signing the acceptance deed;
- 5.3.7. to provide the Buyer with all necessary documentation together with the Goods, including instructions for use and maintenance of the Goods and to advise the Buyer on any other matters related to the Seller's contractual obligations;
- 5.3.8. ensure the confidentiality and protection of any information received from the Buyer in the course of the performance of the Contract and relating to the performance of the Contract;
- 5.3.9. duly perform other obligations provided for in the Contract and in the applicable legislation of the Republic of Lithuania.
- 5.3.10. to indemnify the Buyer against any losses incurred by the Buyer as a result of third-party claims for infringement of patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Buyer's country.
- 5.4. The Buyer undertakes:
- 5.4.1. to perform the Contract in good faith and duly;
- 5.4.2. accept the Goods by means of an acceptance deed, provided that the Goods meet the technical requirements of the Purchase Conditions and have been delivered in good quality and on time at the specified place;
- 5.4.3. pay the Contract Price in accordance with the procedure and within the time limits set out in the Contract, after the Seller has duly fulfilled all contractual obligations;
- 5.4.4. provide the Seller with the information and/or documents necessary for the performance of the Contract;
- 5.4.5. to duly perform other obligations provided for in the Contract and in the applicable legislation of the Republic of Lithuania

6. Receipt and handover of goods

- 6.1 The goods produced must be new and unused. The goods shall comply with the tender and the requirements of the Technical Specification of the Purchase Conditions (Annex to the Contract).
- 6.2 The Seller undertakes to indicate the results of the Goods delivered in the acceptance certificates.
- 6.3 The Buyer, having inspected and verified that the Goods comply with the requirements set out in the Contract and that all other obligations of the Seller under the Contract have been fulfilled, shall sign the acceptance certificate or submit written comments to the Seller, instructing the Seller to rectify the defects in the Goods within 5 working days from the day of receipt of written comments.
- 6.4 The Goods Acceptance Deed shall be signed in 2 (two) copies with equal legal force.

7. Contractual liability of the parties

- 7.1 The Parties shall refrain from any action that could cause damage to the other Party. If the Seller fails to perform or improperly performs its obligations under the Contract, the Buyer shall be entitled to claim compensation for direct damages caused by the failure to perform or improper performance

of the terms of the Contract, up to the value of the Contract, except for the exceptions provided for in Article 6.252(1) of the Civil Code and for any recourse available to it under the Civil Code.

7.2 The Buyer may terminate the Contract by giving 10 calendar days' written notice to the Seller if the Seller fails to perform its contractual obligations or performs them improperly, which constitutes a material breach of the Contract. The Buyer shall be bound by the provisions of Article 6.217 of the Civil Code when establishing a material breach of the Contract. 6.3 In the event of termination of the Contract on the grounds referred to in Clause 6.2 of the Contract, the Seller shall pay to the Buyer a penalty of 5 per cent of the Contract value within 5 (five) working days from the date of termination of the Contract, and the Seller shall be placed on the list of unreliable suppliers.

7.4 The Buyer's delay in payment to the Seller shall be subject to a default interest of 0.06 per cent of the overdue amount for each day of delay, but not exceeding 5 per cent of the Contract value. The Buyer shall not be entitled to interest if the delay is due to inadequate financing by the Buyer.

7.5 Default by the Seller in the performance of its contractual obligations shall be subject to liquidated damages at the rate of 0.06 per cent of the value of the contractual obligations to be performed for each day of delay, up to a maximum of 5 per cent of the Contract value.

7.6 The payment of interest/penalties shall not relieve the Party from the obligation to make good the damage and from the performance of its obligations under the Contract.

7.7 The amounts of penalties imposed on the Seller under the Contract may be charged against amounts due to the Seller under the Contract.

8. Termination of the contract

8.1 The Contract may be terminated by written agreement of the Parties.

8.2 The Contract may be terminated in the event of force majeure for a period of more than one (1) month and without the Parties having signed a supplementary agreement amending this Contract to enable the Parties to continue to perform their contractual obligations;

8.3. The Contract may be terminated at the will of either Party by giving 30 (thirty) calendar days' written notice to the other Party if the other Party has committed a material breach of the Contract.

8.4 The Buyer may terminate this Agreement unilaterally by giving the Seller 30 (thirty) calendar days' notice if:

8.4.1. the quality of the Goods provided by the Seller does not comply with the technical requirements and model descriptions set out in the Annex to the Contract and this constitutes a material breach of the Contract;

8.4.2. the Seller fails to deliver the Goods in accordance with the deadline set out in Clause 4.1 of the Contract;

8.4.3. if the Seller is in liquidation, suspends its business activities, is subject to bankruptcy proceedings, or is in a similar situation as provided for by law;

8.4.4. in the event of force majeure for more than one (1) month and the Parties have not signed a supplementary agreement on the amendment of this Contract allowing the Parties to continue to perform their contractual obligations.

8.5. If, during the current financial year, the legal limitation of the State's monetary resources for a certain period of time will be imposed, the Purchaser shall have the right, during the current financial year, to refuse to purchase certain Goods provided for in the Contract, but which have not yet been delivered, by informing the Supplier.

8.6 If the Purchaser changes the technical specifications of the Goods, the Contract shall be terminated unilaterally without adverse consequences for the Purchaser.

8.7 In the event of termination of the Contract due to the fault of the Seller, the Seller shall not be entitled to any compensation for any loss or damage suffered in addition to any compensation due to it for the Goods purchased by the Buyer.

9. Force majeure

9.1 Neither Party shall be liable for total or partial non-performance if it proves that the non-performance is due to force majeure. In the event of proof of force majeure, the Parties shall be guided by the provisions of the Civil Code of the Republic of Lithuania. The Rules on Exemption from Liability in the Event of Force Majeure, approved by Resolution of the Government of the Republic of Lithuania of 15 July 1996, No. 840 of 15 July 1996 "On the Approval of the Rules on Exemption from Liability in the Event of Force Majeure" and the Description of the Procedure for the Issue of Certificates Attesting to Force Majeure Circumstances, approved by the Resolution of the Government of the Republic of Lithuania No 222 of 13 March 1997 "On the Approval of the Description of the Procedure for the Issue of Certificates Attesting to Force Majeure Circumstances".

9.2 The Party requesting to be relieved of liability shall notify the other Party in writing of the circumstances of force majeure immediately, but not later than within 3 (three) working days of the occurrence or discovery of such circumstances, providing evidence that it has taken all reasonable precautions and made every effort to minimise the costs or adverse consequences, and of the possible time limit for the fulfilment of its obligations. Notification is also required when the grounds for default cease to exist.

9.3 The grounds for exempting a party from liability shall arise from the moment of the occurrence of the force majeure event or, in the case of failure to give timely notice, from the moment of the giving of notice. If a Party fails to give timely notice or to inform, it shall be liable to compensate the other Party for any damage suffered by the other Party as a result of the failure to give timely notice or the absence of any notice.

10. Dispute resolution procedures

10.1 Any differences or disputes arising between the Parties in connection with the performance of this Agreement shall be settled by bilateral negotiations.

10.2 If the Parties are unable to resolve the dispute through bilateral negotiations within thirty (30) days from the commencement of negotiations, the dispute shall be settled in the courts of the Republic of Lithuania according to the Buyer's place of business, unless the law provides for an exclusive jurisdiction of the cases. The start of the negotiations shall be deemed to be the date on which one of the Parties has submitted a written request to the other Party proposing to start negotiations.

10.3 Notwithstanding the fact that a dispute is pending before a court, the Parties shall continue to perform their contractual obligations unless otherwise agreed.

10.4 The Parties agree that matters not covered by the Contract shall be governed by the law of the Republic of Lithuania and agree that this Contract shall be governed by and construed in accordance with the laws of the Republic of Lithuania.

11. Validity, duration and amendments

11.1 The Contract shall enter into force when signed by both Parties.

11.2 The Contract shall remain in force until the obligations of the Parties have been fully performed.

11.3 If any provision of this Contract becomes or is held to be invalid, in whole or in part, this shall not affect the validity of the other provisions of the Contract.

11.4 Upon termination or expiration of the Contract, the provisions of this Contract relating to liability and settlements between the Parties under this Contract shall survive termination or expiration of the Contract, as well as all other provisions of this Contract which, as expressly stated, survive termination or are required to survive for the full performance of this Contract.

11.5 The terms and conditions of the Purchase Contract shall not be modified during the term of the Contract, except for such terms and conditions of the Purchase Contract as would not be contrary to the principles and objectives set out in Article 17 of the Public Procurement Law. The Contract may be amended, supplemented and terminated by written agreement of both Parties.

12. Other conditions

12.1 The Contract shall be signed in the English language, in 2 (two) copies, one for each Party, having equal legal force.

12.2 The Parties confirm that they have read the Contract, understood its contents and consequences, and accepted it as being in accordance with their objectives.

12.3. Annex to the Contract - the tenderer's offer for the international public procurement by means of open negotiations.

12.4. In the performance of the Contract, the Parties undertake to carry out the processing of personal data in a lawful manner in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons and on other legal acts concerning the processing of personal data. The lawfulness of the processing of data by the Parties' agents, employees or other persons engaged for the performance of the Contract shall be based on the necessity to perform the Contract. The Parties undertake to duly inform all natural persons (employees, employees of their subcontractors and other representatives) to be engaged for the performance of the Contract that their personal data will be processed by the Parties for the purposes of the performance of the Contract.

Legal address and details of the parties

To the Buyer:

Radiation Protection Centre

Kalvarijų street 153,

LT- 08352, Vilnius, Lithuania

Company code: 193288633

Tel. (8 5) 236 1936

Fax (8 5) 276 3633

E-mail: rsc@rsc.lt

Account no: LT72 7044 0600 0027 0402

AB SEB bank

Acting Director

Ramunė Marija Stasiunaitienė

A.V.

To the Seller:

ENVINET GmbH

**Hans-Pinsel-Str. 4- 85540 Haar
(Munich), Germany**

Phone +49 (89) 45 66 57-800

Fax +49 (89) 456657-820

E-mail: info@scientaenvinet.com

**SEB Frankfurt (Skandinaviska
Enskilda Banken AB)**

**Stephanstraße 14 – 16, 60313 Frankfurt
am Main**

IBAN: DE55 5122 0200 0071 6240 07

BIC/SWIFT: ESSEDEFFXXX

Managing Director

Dr. Wolfgang Rieck

A.V.

In accordance with the Contract № 1, the Seller sells and the Buyer purchases the items as described in following technical specification:

UPGRADING THE RADIATION EARLY WARNING SYSTEM TECHNICAL SPECIFICATION

The Radiation Early Warning System (RADIS), managed by the Radiation Protection Centre, needs to be upgraded to take into account the threats posed by the Belarusia NPP, the lifetime of the existing systems, the evolving cyber security requirements, and the deterioration of the existing systems. RADIS consists of a network of spectrometric and gamma dose rate measurement systems in air and water, a remote-control center (NMC), measurement quality assurance and maintenance equipment. It is planned to acquire:

1. System for spectrometric measurement and monitoring of the ambient gamma radiation in air - 5 pcs.
2. Adjustment of SARA 1.0 (Envinet GmbH) detector for spectrometric measurement and monitoring of the ambient gamma radiation in air for operation together with system for spectrometric measurement and monitoring of the ambient gamma radiation in water type SARA 2.0 (Envinet GmbH) - 1 pc.
3. Upgrading and extension of measurement quality assurance and service equipment - 1 pc.

Eil. No.	Minimum technical requirements	Compliant: enter YES /NO
1. System for spectrometric measurement and monitoring of the ambient gamma radiation in air		
1.1 General requirements.		
1.1.1	The detector must be included into the Lithuanian State Register of Measuring Instruments. The detector shall have a valid metrological verification and calibration certificate.	YES The detector will have a calibration certificate issued by Helmholtz Center, Germany
1.1.2	The system for spectrometric measurement and monitoring of the ambient gamma radiation in air shall consist of two parts: <ul style="list-style-type: none"> ● Detector; ● System power cabinet. ● External data transmission device installed in system power cabinet. <p>The detector part of the system shall be directly connected to the system power supply cabinet.</p>	YES

1.1.3	System design: modular, easily interchangeable modules (no soldering or similar).	YES
1.1.4	The measurement detector part of the system shall be mounted at least at 1 meter from the ground.	YES
1.1.5	The minimum operating temperature range of the system is -30°C to +50°C.	YES
1.1.6	The system is completed with all the necessary parts for mounting and connecting the system.	YES
1.1.7	Maximum total power supply should not exceed 20 W.	YES
1.1.8	Data transmission protocol is: ANSI/IEEE N42.42, compatible with <i>Network Monitoring Center</i> (NMC) data acquisition and reporting software, manufactured by Envinet GmbH. A sample and description of the protocol shall be provided by the supplier together with the tender.	YES
1.1.9	Interfaces: at least one of LAN (Ethernet), Wi-Fi and RS232 (Serial) or USB.	YES
1.2. Detector		
1.2.1	<p>The following parts shall be integrated:</p> <ul style="list-style-type: none"> ● Spectrometric detector; ● Multi-channel spectrum analyzer; ● Data processing software and hardware; ● Temperature, humidity sensors; ● Data transmission device (modem); ● GPS and mobile antennas. <p>The detector and its attachments shall be robust and protected against vandalism and possible adverse environmental conditions. The detector shall be constructed with a protection class not less than IP66 (according to LST EN 60529:1999 or equivalent).</p>	YES
1.2.2	The detector should be compatible for quality control of measurements using the SARA-800-0100 (manufacturer Envinet GmbH) calibration source or is supplied with a calibration source suitable for calibration of the proposed measurement detector. The supplier shall provide a description of this source within the tender.	YES
1.2.3	A humidity sensor shall be installed in the detector section to test the environmental immunity of the detector section and whose status data shall be transmitted together with other measurement data.	YES
1.2.4	The detector must be serviceable at any time of the year. The detector shall be serviced preventively no more than once every 12 months.	YES
1.2.5	<p>Spectrometric detector:</p> <ul style="list-style-type: none"> ● Scintillation, requiring no additional cooling; ● Calibrated for radionuclide measurements at ambient dose equivalent H*(10); ● The minimum energy range measured by the spectrometric detector is between 30 keV and 3 MeV; ● The maximum gamma quantum resolution (Energy resolution) of the spectrometric detector [Cs 137 (662 keV)] is 7 %; ● Minimum gamma dose rate and spectrum measurement range (Cs 137): 10 nSv/h to 100 mSv/h; ● Accuracy of gamma dose rate measurements: maximum ±15% (at 	YES

	<p>Cs137);</p> <ul style="list-style-type: none"> ● Automatic temperature stabilization of the energy spectra of the spectrometric detector during the measurement of each spectrum over the entire temperature range from -30 °C to +50 °C. 	
1.2.6	<p>Multi-channel analyzer:</p> <ul style="list-style-type: none"> ● The minimum number of channels for a multi-channel integrated in-system spectrum analyzer is 2048 channels. 	YES
1.2.7	<p>Data processing software and hardware:</p> <ul style="list-style-type: none"> ● Automatic identification of radionuclides is ensured. Identification of radionuclides on the basis of the integrated radionuclide library of minimum content: K-40, Mo-99, Ru-103, Rh-106, Te-129, I-131, Te-132, I-133, Cs-134, Cs-137, and Ba-140 radionuclides. The possibility for the user to add other radionuclides to the library is ensured; ● Customized spectrum measurement time: 1 min, 10 min, 1 hour, 24 hours; ● Measurement data display: nSv/h and/or μS/h; ● Provides a choice for automatic system notification about exceeded total gamma dose rate limits: at least 2 selectable levels for any measurement cycle (10 min, 1 hour or 24 hours); ● The lowest selectable gamma dose rate for each radionuclide in the library is level 1. If the set parameter exceeds the selected value, an automatic notification shall be sent; ● Automatic synchronization of system time with the <i>Network Time Protocol</i> (NTP) server; ● A web server or equivalent shall be installed inside the system to allow remote (Internet and Wi-Fi) access to the system to control and diagnose the system, install updates to the system software, modify the system parameters, and obtain all the system measured data, spectra and technical parameters; ● Access via the web interface is protected by a user-replaceable password; ● The minimum system status parameters are automatically transmitted to the data acquisition server: operating status of the radiation detectors, temperature, high voltage source, power supply status, battery voltage, GPS location, power cabinet door opening; ● Correction of spectrometric detector measurements is ensured: introduction of a measurement correction factor for each measurement system, taking into account the specific local operating conditions of the detector; ● Minimum retention of measurement data in internal memory 1 year. 	YES
1.3 External data transmission device		
1.3.1	<p>External data transmission device:</p> <ul style="list-style-type: none"> ● Device type: external, for transferring system measurement data to the NMC measurement database; ● Data transmission: 4G/LTE, 3G, 2G network, secured by VPN (<i>Virtual private network</i>); ● The mobile network frequency is fully harmonized with the mobile service providers in Lithuania; ● At least 4 LAN (RJ45 type) connections, speed: 10/100 Mbps. ● Settings for the data transmission device: locally and remotely via the web interface; 	YES

	<ul style="list-style-type: none"> ● At least 1 Serial (RS 232) or USB connections; ● Settings for the data transmission device: locally and remotely via the web interface; ● ● Operating temperature range: must be able to operate over the entire temperature range from -30°C to +50°C; ● DIN rail mounting; ● Power: 12 V; ● Ability to reboot detector using power supply disconnection; ● Connected directly to detector via USB or serial interface for diagnostic or repair. 	
1.4 Power supply cabinet		
1.4.1	The design of the power supply cabinet shall have a protection class not less than IP 66 (according to LST EN 60529:1999 or equivalent).	YES
1.4.2	The cabinet is made of stainless steel.	YES
1.4.3	The inside of the system power cabinet supply shall be equipped with a light that switches on when the door is opened.	YES
1.4.4	A 230V socket must be installed on a DIN rail inside the system power supply cabinet to connect the service computer in case of repair.	YES
1.4.5	The system power supply cabinet shall be locked with a lock secured by a cover. The minimum number of keys to be provided shall be 3. The keys provided shall be identical or compatible to existing SARA systems. i.e. suitable for all existing systems.	YES
1.4.6	<p>Power supply equipment:</p> <ul style="list-style-type: none"> ● The system shall be powered from the mains 230±10% V, 50±1% Hz. A 12 V redundant uninterruptible power supply (UPS) shall be available; ● The NEM shall comply with DIN 43539 T5 and IEC 896-2 or equivalent standards; ● The minimum operating time of the system from the NEM source shall be 72 hours (including GPRS data transmission), counting the time from the time of loss of the system's main power supply voltage; ● Battery type: completely unattended (no electrolyte top-up required) for the lifetime of the battery; ● Battery design age: at least 5 years; ● Batteries must be recycled; ● Maximum battery self-discharge of 0.1% per day; ● Protection of system equipment against overvoltage and external electromagnetic influences; ● A door opening sensor shall be installed in the power part of the system and the signal from the door opening shall be transmitted together with the system's measurement results; ● On the inside of the door shall be placed a diagram of the system's power supply system, a description of the system, and spare fuses (if used in the equipment). 	YES
2. Adjustment of SARA 1.0 (Envinet GmbH) detector for spectrometric measurement and monitoring of the ambient gamma radiation in air for operation together with system for		

spectrometric measurement and monitoring of the ambient gamma radiation in water type SARA 2.0 (Envinet GmbH)		
2.1	One SARA 1.0 (Envinet GmbH) detector for spectrometric measurement and monitoring of the ambient gamma radiation in air detector must be adjusted for operation together with system for spectrometric measurement and monitoring of the ambient gamma radiation in water type SARA 2.0 (Envinet GmbH) with the existing power and communication equipment.	YES The SARA 1.0 detector must be sent to Envinet, Germany for adjustment
3. Upgrading and adding measurement quality assurance and service equipment		
3.1	Additional batteries must be provided for each system purchased -5 units.	YES
3.2	Spare GPS antennas for existing SARA 2.0 systems that do not have it - 18 items to be submitted.	YES
3.3	An external charger for system batteries should be provided: <ul style="list-style-type: none"> • Compatible for charging batteries used in systems; • Powered by mains 230±10% V, 50±1% and a 12V socket. 	YES
3.4	A car holder with charger compatible for the GETAC S410 System Service Computer (Chargers plug into the holder) should be provided. The bracket shall be equipped with antenna connection and antennas (RF Antenna Pass-through for GPS, WWAN and WLAN). Compatible for this type of bracket: <div style="text-align: center;">  </div>	YES
3.5	Carrying case for the safe transport of system gassing equipment should be included: <ul style="list-style-type: none"> • Internal dimensions: 650-750, 350-450, 200-250 mm; • The suitcase must be airtight; • Inside, filled with a soft foam, customizable material. 	YES Exact dimensions will be specified during project execution
3.6	A 12V DC to 220V AC automotive converter compatible for SARA system filling equipment meeting the following requirements shall be provided: <ul style="list-style-type: none"> • Min. rated power 500W; • 2 pcs. 220V AC sockets. 	YES Technical specification can be different (e.g. rated power)

3.7	Provides a set of tools for system servicing and repair, including: <ul style="list-style-type: none"> ● Keys 6-21 mm; ● Nozzle with socket set 6-21 mm; ● The hammer; ● Various pliers min. 3 pcs; ● Various types of screwdrivers min. 6 pcs; ● Set of hexagonal and TORX bits. 	YES
3.8	The System Diagnostic Unit is designed for remote monitoring of system operation in the event of recurring faults – 1 unit. <ul style="list-style-type: none"> ● Power supply: 12 V and 220 V; ● Connections: USB, COM, LAN; ● Integrated 4G modem; ● Possibility to reboot the system after disconnecting the power supply; 	YES The same type as included in 1.1.2
4. Special requirements		
4.1	All systems shall be able to carry external data traffic from at least two mobile data operators, with automatic failover in the event of a connection failure. SIM cards compatible with the RADMON external data transmission system (Envinet GmbH) must be integrated	YES
4.2	Internet communication services must meet the following cyber security requirements: <ul style="list-style-type: none"> ● 24/7 or working hours cyber incident response; ● 24/7 or working hours uninterrupted internet service; ● Internet service outages will be logged at least monthly; ● Denial of Service (DoS) protection. 	YES Cyber incident response and uninterrupted internet service during working hours. DoS protection ensured by the LTE router included in 1.1.2
4.3	The new systems shall be integrated into the Contracting Authority's existing Network Remote Control Centre NMC.	YES
4.4	The date of production shall not be earlier than 2023.	YES
4.5	The goods must be supplied new (unused), fully complete and capable of performing all the functions intended by the manufacturer.	YES
4.6	The Supplier shall be authorized by the manufacturer of the Envinet GmbH equipment (if other than the manufacturer) to distribute, install, commission, upgrade, maintain SARA type equipment and NMC software or equivalent and updates thereto. Evidence of compliance with the requirement: A free-form declaration by the manufacturer (in the case of an application from an equipment manufacturer) or an agreement (licence, permit, partnership agreement, certificate, etc.) between the supplier and the manufacturer of the equipment, Envinet GmbH,	N/A

	granting the right to distribute, assemble, install, commission, upgrade, maintain, and service the SARA-type equipment of Envinet GmbH, and the NMC software or its equivalent, and updates thereto.	
4.7	<p>The Supplier must supply goods that comply with international standards that are mandatory and valid in the European Union countries and bear the European Community conformity marking ("CE" conformity marking) - provide CE certificates of conformity (or equivalent) and other quality documents in Lithuanian together with the tender. If the documents are issued in a language other than that required for the submission of the tender, translations into Lithuanian must be provided.</p> <p>i. Only original products listed in the manufacturer's catalogue, brochure and product codes (catalogue number) must be offered. The supplier must provide documents proving that the goods sold comply with the quality and technical requirements set out in the technical specification of the subject of the contract - documents prepared by the manufacturer (catalogues, descriptions of the goods, etc.), in Lithuanian, which confirm compliance with the requirements set out must be submitted with the offer. The documents submitted must underline and indicate compliance with the requirements, i.e. underline each compliance, indicating the item number of the requirements. Documents in a language other than Lithuanian must be translated into Lithuanian.</p> <p>ii. If the manufacturer of the goods to be purchased is a non-EU member, the supplier must provide documents in Lithuanian language proving the existence of an authorised representative who is registered in EU countries. Documents in a language other than Lithuanian must be translated into Lithuanian. The Supplier will be required to provide documentation (in Lithuanian) with the Goods:</p> <ul style="list-style-type: none"> ● specifying the storage conditions and storage periods for the Goods; ● proof that the product type has been approved and entered in the Lithuanian Register of Measuring Instruments (spectrometric and gamma dose rate measurement system in ambient air only); ● evidence that the instrument has a valid metrological verification (Spectrometric and gamma dose rate measurement system for ambient air); ● confirmation that the Supplier is the official representative of the manufacturer of the Goods (for the sale of the Goods, if the Supplier does not manufacture the Goods itself), in English, and a translation of the documents into Lithuanian language. 	YES
4.8.	Supplier shall ensure item and service compliance with the Environmental protection criteria are approved The Minister of the Environment of the Republic of Lithuania in 2011 June 28 by order No. D1-508 "Regarding the approval of the list of Products for which environmental protection criteria are applicable to public procurement, the Environmental Protection criteria and the description of the application procedure of the Environmental Protection criteria that procuring organizations and procuring entities must apply when purchasing goods, services or works".	N/A
4.9.	Taking into account the fact that the Contracting Authority manages information infrastructure of high importance, the Supplier must ensure that the manufacturer of the offered goods or the person controlling it is not registered (if the manufacturer or the person controlling it is a natural person - permanent resident or having citizenship) Article 92, Part 14 of the Law on Public Procurement in the states or territories specified in the provided list, and the provision of services would not be carried out from the states or territories specified in the list provided for in Article 92, Part 14 of the Law on Public	YES

	Procurement of the Republic of Lithuania.	
4.10.	The Supplier must ensure that the offered goods comply with the principle of equal treatment in the access to goods and services by persons with disabilities if they are covered by the European Accessibility Act.	YES

To the Buyer

Acting Director

Ramunė Marija Stasiunaitienė

A.V.

To the Seller

Managing Director

Dr. Wolfgang Rieck

A.V.

AMENDMENT TO THE SELL-PURCHASE CONTRACT_NR. 1/2023-06-14/10

Vilnius, November 2023

"Radiation Protection Centre", VAT number LT100001069319, company code 193288633, whose registered office is at Kalvariju street 153, LT-08221 Vilnius, represented by Ramunė Marija Stasiūnaitienė, acting director, acting pursuant to the Bylaws of the company (hereinafter – the Buyer), of the one part,

and ENVINET GmbH, whose office is registered at Hans-Pinsel-Str. 4, 85540 Munich, Germany, represented by managing director: Dr. Wolfgang Rieck (hereinafter - the Seller), of the other part jointly hereinafter referred to as the “Parties” and any of them separately - as a “Party”, have concluded the following Amendment to the ongoing Sale-Purchase Contract Nr. 1/2023-06-14/10 (hereinafter - the Contract) between the Buyer and Seller in order to extend by additional items to be provided. Amendment to the Contract establishes following modifications to the Sale-Purchase Contract Nr. 1/2023-06-14/10 during its term:

1. The sub-clause 1.1. of the Contract should be worded as follows:

“1.1. The Seller undertakes to sell the upgrade of radiation early warning system containing: system for spectrometric measurement and monitoring of the ambient gamma radiation in air - 8 pcs.; adjustment of SARA 1.0 (Envinet GmbH) detector for spectrometric measurement and monitoring of the ambient gamma radiation in air for operation together with system for spectrometric measurement and monitoring of the ambient gamma radiation in water type SARA 2.0 (Envinet GmbH) - 1 pcs.; upgrading and extension of measurement quality assurance and service equipment - 1 pcs. (Hereinafter – Upgrade of early warning system) under the terms and procedures set forth herein and the Buyer undertakes to purchase and accept the products and to pay an agreed price for them.”

2. The sub-clause 2.1. of the Contract should be worded as follows:

“2.1. Price of the Upgrade of early warning system – 299 911,91 Eur (two hundred ninety-nine thousand nine hundred eleven euros 91 ct).”

3. The sub-clause 2.2. of the Contract should be worded as follows:

“2.2. The delivery is considered as zero-rated intra-community supply of goods acc. to Art. 138 VAT Directive.”

4. The sub-clause 4.1. of the Contract should be worded as follows:

“4.1. The Seller undertakes to deliver equipment to the Buyer by 30 March 2024.”

5. The sub-clause 5.2. of the Contract should be worded as follows:

“5.2. The Seller shall provide the Goods with a 12-month warranty. The Warranty shall come into effect from the date of signing Act of delivery and acceptance is signed. In case of partial shipment the warranty shall come into effect from the date of signing Act of delivery and acceptance is signed for the delivered part of goods.”

Modification of Contract during its term implemented within this amendment is in compliance with Republic of Lithuania Law on Public Procurement (Article 89, paragraph 2, clause 2).

Legal address and details of the parties

To the Buyer:

Radiation Protection Centre

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LT- 08352, Vilnius, Lithuania

Company code: 193288633

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E-mail: rsc@rsc.lt

Account no: LT72 7044 0600 0027 0402

AB SEB bank

To the Seller:

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Acting Director

Ramunė Marija Stasiunaitienė

Managing Director

Dr. Wolfgang Rieck

A.V.

A.V.