

FISH BREEDING POOL PROCUREMENT CONTRACT

14 June 2016, No. F11-82
Vilnius

1. PARTIES TO THE CONTRACT

1.1. The Fisheries Service under the Ministry of Agriculture of the Republic of Lithuania (hereinafter – the Customer), represented by director Indre Sidlauskiene, acting in accordance with institutions regulations, and “SDK” Sp. z o. o. (hereinafter – the Seller) represented by chairman Leszek Kopanski, hereinafter jointly and individually referred to as the Parties, having regard to the outcome of the small value Fish Breeding Equipment procurement results, have concluded the present Contract.

1.2. The Contract is signed implementing the project “The Recovery of the Stocks of European Eel in Lithuania”.

2. OBJECT OF THE CONTRACT

2.1. The object of the Contract is fish breeding pools (8 pcs.) with equipment and technical characteristics compatible with the technical specification provided in the annex to the Contract (hereinafter – the Equipment).

2.2. The Customer’s representative Petras Balbyšovas, the Head of the Laukystos Subdivision under the Division of Pisciculture of the Fisheries Service under the Ministry of Agriculture of the Republic of Lithuania, tel. 8 346 50080, is responsible for the execution and control of the Contract and signing the Transfer-Acceptance Statement of the Equipment.

3. PRICE AND PAYMENT ORDER

3.1. Total price of the Equipment including delivery is fixed – 7 992,00 (seven thousands nine hundred ninety two) EUR excluding VAT.

3.2. The Equipment’s price includes all taxes and all the Seller’s costs necessary for the satisfactory performance of the Contract, including, but not limited to the storage, packaging, transportation, delivery, shipping, and/or service of the Equipment, invoicing and issue of other documents. The Customer will not reimburse the Seller any additional costs related to the delivery of the Equipment and shall not perform any other payments in excess of the price of the Equipment set out in paragraph 3.1. of the Contract. The Seller confirms that he is aware that the Equipment referred to in the Contract must be delivered to the address: Mančiūnai village, Žasliai eldership, Kaišiadoriai district, Lithuania; therefore, the Seller has assessed the costs of the Equipment, the transport means, the supervisory staff or other persons, with whom the Seller cooperates on any basis when executing the present Contract.

3.3. The Customer shall pay the Seller for the properly and timely delivered Equipment by paying the invoice within 30 (thirty) calendar days of the signature of Transfer-Acceptance Statement of the Equipment and the receipt of the invoice.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. Obligations of the Seller:

4.1.1. no later than by **1 September 2016** to deliver, in the manner specified in the Contract, the Equipment complying with the requirements specified in the Contract at the address of the Customer, which is Laukystos Subdivision under the Division of Pisciculture: **Mančiūnai village, Žasliai eldership, Kaišiadoriai district, Lithuania;**

4.1.2. to provide a warranty referred to in the Annex to the Contract, commencing on the date of the signature of the Transfer-Acceptance Statement of the Equipment;

4.1.3. to replace the Equipment of inadequate quality by Equipment of proper quality or correct the deficiencies at no charge within 10 working days from the submission date of the Customer's notification on the shortcomings noticed;

4.1.4. together with the Equipment to hand over the entire related documentation, technical - operational instructions in the Lithuanian and English languages.

4.2. Obligations of the Customer:

4.2.1. to sign the Transfer-Acceptance Statement of the Equipment certifying the delivery of the Equipment, where the Seller, according to the procedure laid down in the Contract, delivers the Equipment fulfilling the requirements thereof;

4.2.2. to pay for the timely delivered Equipment compliant with the requirements specified in the Contract within the terms specified in the Contract;

4.2.3. to notify the Seller about the shortcomings of the Equipment immediately after they have been noticed, but no later than the warranty validity period specified in the Contract.

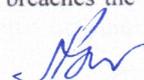
4.3. Rights of the Customer:

4.3.1. to check the quality of the delivered Equipment;

4.3.2. to require in writing to eliminate any shortcomings in the quality of the Equipment, or any deficiencies in the execution of the Contract, replace the Equipment not compliant with the quality requirements or the requirements of the Contract free of charge. The Customer shall have the right to withhold any payment under this Contract until the above requirement is fulfilled.

5. LIABILITY OF THE PARTIES

5.1. In case the Seller delays to deliver the Equipment, he shall pay the Customer default interest 0.02% of the undelivered Equipment price for each day of delay. If the Seller is late to deliver the Equipment for more than 10 calendar days, or refuses to provide the Equipment or breaches the



Contract, or the Contract is terminated due to Seller's fault, he shall compensate the Customer for all the losses incurred and pay a 5 percent penalty of the total undelivered Equipment price referred to in paragraph 3.1 of the Contract. The Customer shall deduct default interest and penalties from the Seller's amounts payable.

5.2. In case the Customer is late to pay the Seller for the delivered Equipment, on the Seller's demand he shall pay default interest 0.02% of the outstanding amount for each day of delay, except for the cases referred to in point 4.3.2 of the Contract.

6. VALIDITY AND TERMINATION OF THE CONTRACT

6.1. The present Contract shall come into effect upon the signature thereof and shall remain effective until the fulfilment of the contractual obligations hereunder, or until it is terminated, but in any case not longer than until **31 December 2016**. The warranty obligations of the Seller shall survive the expiry of the present Contract.

6.2. The present Contract may be terminated:

6.2.1. unilaterally at the initiative of any of the Parties in the case when one of the Parties fails to fulfil its contractual obligations, having notified the other Party thereof 5 (five) calendar days in advance;

6.2.2. by mutual agreement of the Parties.

7. DISPUTE SETTLEMENT PROCEDURE

7.1. All disputes arising between the Parties to the Contract shall be settled by way of negotiations, and where the Parties fail to arrive to the agreement amicably, the disputes shall be settled in court in the manner set forth by laws of the Republic of Lithuania. The territorial jurisdiction shall be established according to the venue of the registered office of the Customer.

8. FORCE MAJEURE

8.1. None of the Parties shall be considered to have violated the Contract or failing to fulfil its obligations under the Contract, where the performance of the obligations was rendered impossible by force majeure circumstances arising following the effective date of the Contract.

8.2. Where any of the Parties believes that some force majeure circumstances have occurred in view of which the Party is not able to fulfil its contractual obligations, such Party shall immediately notify the other Party thereof specifying the nature, possible duration and probable impact of such circumstances.

8.3. Where the force majeure circumstances last for more than 30 calendar days, any of the Parties shall be entitled to terminate the Contract by notifying the other Party thereof 5 (five) calendar days in advance. Where upon the expiry of the period of 5 (five) calendar days the force majeure



circumstances remain effective, the present Contract shall be terminated and the Parties thereto shall be released from the obligation to fulfil the obligations under the Contract. Default interest and penalties for the termination and delay shall not be paid.

9. FINAL PROVISIONS

9.1. Within the period of validity of the present Contract the terms and conditions of the present Contract may not be amended, except the terms an amendment whereof would not violate the principles or the objectives defined in Article 3 of the Law on Public Procurement. While executing the present Contract, the Parties shall act in accordance with the terms and conditions of the present Contract, laws of the Republic of Lithuania and the effective legal acts of the Republic of Lithuania.

9.2. The Seller shall not be entitled to engage sub-providers/sub-suppliers not specified in the Contract. The infringement of this prohibition shall be considered a material breach of the Contract and shall give the Customer the right to unilaterally terminate the Contract. In such a case the Customer shall have right to claim from the Seller the payment of penalties and damages referred to in point 5.1. of the Contract.

9.3. The present Contract has been executed in two counterparts – one counterpart to each Party. Both counterparts are of equal legal power.

9.4. Annex to the Contract – “Technical Specification of the Fish Breeding Pool”.

10. DATA OF THE PARTIES

CUSTOMER:

The Fisheries Service under the Ministry of
Agriculture of the Republic of Lithuania
J. Lelevelio St. 6, LT-01102 Vilnius, Lithuania
VAT payer's code: LT100001121512
Company code: 188752740
Acc. No. LT464010042400010026
AB DNB bank
Tel.: (8 5) 239 1175
Fax: (8 5) 239 1176
Email: info@zuv.lt

Director (L.S.)

Indre Sidlauskienė



SELLER:

“SDK” Sp. z o. o.
Skladova st. 5,
14-100 Ostroda, Poland
NIP PL: 741-10-02-174
EORI Nr. SDKPL741100217400000
Bank Millennium
Aleje Jerozominskie st. 123A,
02-017 Warszawa / Poland
IBAN: PL 1111 6022 0200 0000 0033
4981 98
SWIFT: BIG BPLPW
Tel. +4889 646 05 95
Faks. +48 89 646 05 97
El. paštas: www.sdk.com.pl

Chairman (L.S.)
Leszek Kopanski



Bendroji reikalių skyriaus
vyriausioji specialistė

Inga Leinienė

14 June 2016
Annex No. FM-82 to
the Fish Breeding Pool
Procurement Contract

TECHNICAL SPECIFICATION OF FISH BREEDING POOLS

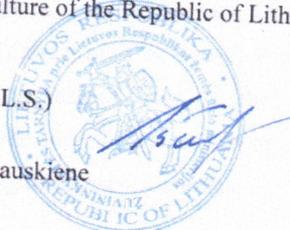
No.	Indicator	Minimum value of the indicator	Parameters of the equipment
FISH BREEDING POOLS – 8 PCS.			
1.	The unit manufacturer, model	<i>The Supplier shall specify the name of the manufacturer of the proposed unit, the name and model of the unit.</i>	“SDK” Sp. z o. o. Basin SDK ST 18-25
2.	Technical data:	Made of fiberglass plastic, square-shaped with rounded corners, with smooth and glossy inner surface and inclination towards the centre of the bottom of the pool.	YES. Materials: glass reinforced polyester, stainless steel, pipes and installation PVC, galvanised steel. With smooth inner surface.
3.	Colour of the inner surface	Green	Green
4.	Outer width	2.00 +/- 0.05 m	2,05 m.
5.	Inner width	1.90 +/- 0.05 m	1,92 m.
6.	Height of the inner wall	0.70 +/- 0.05 m	0,73 m.
7.	Volume	At least 2.0 m ³	2,19 m ³
8.	Water level regulator	Telescopic	Yes. 110/75 mm.
9.	Diameter of the openings for water outflow from the pool	110 mm	110 mm.
10.	Construction type	Overground	Yes. Galvanised legs.
11.	Complete with:	Two perforated protective barriers at the outlet opening with holes (hole diameter - 2 mm and 4 mm). Height of barriers must be equal to the height of the inner walls of the pool.	Yes. Stainless steel Holes diameter – 2 mm. and 4 mm. Yes.
12.	Warranty	At least 12 months	12 months.

CUSTOMER:

The Fisheries Service under the Ministry
of Agriculture of the Republic of Lithuania

Director (L.S.)

Indre Sidlauskienė



SELLER:

“SDK” Sp. z o.o. “**SDK**” Spółka z o.o.
14-100 OSTRÓDA, ul. Składowa 5
tel. (0-89) 646-05-95, tel./fax 646-05-97
NIP 741-10-02-174

Chairman (L.S.)

Leszek Kopanski

P R E Z E S
Leszek Kopanski