

FISH INCUBATION EQUIPMENT PROCUREMENT CONTRACT

_____ 2015, No. _____
Vilnius

1. PARTIES TO THE CONTRACT

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

1.2. The Contract is signed implementing the project "Investment in the Subdivisions of the Division of Pisciculture and the Division of Inland Waters and Aquaculture of the Fisheries Service under the Ministry of Agriculture of the Republic of Lithuania Promoting Better Conservation of Fisheries Resources", prepared in accordance with the 2007-2013 Operational Programme for the fishery sector Lithuania, the third priority axis "Measures of Common Interest", instrument "Collective actions", field of activity "Assistance to Measures of Common Interest", No. 3KOL3-0-12-01.

2. OBJECT OF THE CONTRACT

2.1. Object of the Contract is Fish Incubation Equipment (hereinafter – the Equipment):

2.1.1. **Incubation apparatuses - Weiss jars (10 sets) Sp. z.o.o. Weiss jar**, which will be used for the fish spawn incubation and the technical specifications of which are provided in Annex to the Contract;

2.1.2. **Incubation troughs with four incubation boxes (6 sets) „SDK“ Sp. z.o.o. SDK Hg 4b**, which will be used for the fish spawn incubation and technical specifications of which are provided in Annex to the Contract;

2.1.3. **Incubation troughs with seven incubation boxes (2 sets) „SDK“ Sp. z.o.o. SDK Hg 7b**, which will be used for the fish spawn incubation and technical specifications of which are provided in Annex to the Contract.

3. PRICE AND PAYMENT PROCEDURE

3.1. Total price of the Equipment including delivery to the address specified in paragraph 4.1.1 of the Contract is fixed - **4 854,00** (four thousand eight hundred fifty four euro) EUR excluding VAT, according to which:

| Item No. | Name of Equipment | Quantity | Price of 1 set/1 piece in EUR | Amount in EUR excl. VAT |
|----------|-------------------|----------|-------------------------------|-------------------------|
|----------|-------------------|----------|-------------------------------|-------------------------|



| | | | excl. VAT | |
|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|---------|-----------|-----------------|
| 1 | 2 | 3 | 4 | 5=3x4 |
| 1. | Incubation apparatus - Weiss jar, technical characteristics of which are specified in the Annex to the Contract. | 10 sets | 69,00 | 690,00 |
| 2. | Incubation trough with four incubation boxes, technical characteristics of which are specified in the Annex to the Contract. | 6 sets | 459,00 | 2 754,00 |
| 3. | Incubation trough with seven incubation boxes, technical characteristics of which are specified in the Annex to the Contract | 2 sets | 705,00 | 1 410,00 |
| Total in EUR excl. VAT: | | | | 4 854,00 |
| VAT (21%): | | | | |
| Total in EUR incl. VAT: | | | | |

3.2. The Equipment' 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 associated with the delivery and shall not perform any other payments in excess of the price of the Equipment set out in paragraph 3.1. of the Contract.

3.3. The Customer shall pay to the Seller for the properly and timely delivered Equipment by paying according to the invoice within **30 (thirty) calendar days** of the signature of a Statement on the transfer-acceptance of the Equipment or another equivalent document certifying the delivery of the Equipment, and the receipt of the invoice.

3.4. The delivery of the Equipment shall be recorded by completing a Statement on the transfer-acceptance of the Equipment or another equivalent document certifying the delivery of the Equipment.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. Obligations of the Seller:

4.1.1. not later than by **17 August 2015** 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 of the Trakų Vokė Subdivision under the Division of Pisciculture: Vinkšnų St. 6, LT-0223, Vilnius, Lithuania. Contact person of the Customer – Jonas Pašukonis, mob. tel. No.: +370 645 01627;

4.1.2. provide a warranty, referred to in the Annex to the Contract commencing on the date of the signature of the Statement on the transfer-acceptance of the Equipment or another equivalent document certifying the delivery of the Equipment;

4.1.3. 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 deficiencies noted;

4.1.4. together with the equipment hand over the entire associated documentation, technical - operational instructions in the Lithuanian or English language.

4.2. Obligations of the Customer:

4.2.1. sign the Statement on the transfer-acceptance of the Equipment or another equivalent document 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. pay for the timely delivered Equipment compliant with the requirements specified in the Contract within the terms specified in the Contract;

4.2.3. notify the Seller about the emerged deficiencies of the Equipment immediately after their observation, but no later than the warranty maturity deadline specified in the Contract.

4.3. Rights of the Customer:

4.3.1. check the quality of the delivered Equipment;

4.3.2. require in writing to eliminate any defect 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. The Customer has 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, he shall compensate the Customer for all the losses incurred and pay a 5 percent penalty of the undelivered Equipment price referred to in paragraph 3.1 of the Contract.

5.2. In case the Customer is late to pay the Seller for the delivered Equipment, on the Seller's demand shall pay default interest 0.02% of the outstanding amount for each day of delay.

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 16 September 2015. 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 fail 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 a 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.

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 give the Customer the right to unilaterally terminate 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 Incubation Equipment".

10. DATA OF THE PARTIES

CUSTOMER:

Fisheries Service
under the Ministry of Agriculture of the
Republic of Lithuania
J. Lelevelio St. 6, 01102 Vilnius
VAT code: LT100001121512
Code: 188752740.
S/a: No. LT464010042400010026
AB DNB bank
Tel. (8 5) 239 1175
Fax (8 5) 239 1176
E-mail: info@zuv.lt

SELLER:

„SDK“ Sp. z o.o.

Składowa St. 5
14-100 Ostróda
POLAND
tel. +48 89 646 05 95
fax. +48 89 646 05 97
sdk@sdk.com.pl
www.sdk.com.pl
REGON: 510233710
NIP PL: 741-10-02-174
EORI No: SDKPL741100217400000
KRS No: 0000121434

Bank account details:

Bank Millennium
Aleje Jerozolimskie St. 123 A
02-017 Warszawa /Poland
IBAN: PL 1111 6022 0200 0000 0033
4981 98
SWIFT: BIG BPLPW

Direktor (L.S.)

Indre Sidlauskienė



Chairman (L.S.)

Leszek Kopański

"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

TECHNICAL SPECIFICATION OF THE FISH INCUBATION EQUIPMENT

Fish incubation equipment:

1. Incubation apparatuses - Weiss jars (10 sets), which will be used for the fish spawn incubation;
2. Incubation troughs with four incubation boxes (6 sets), which will be used for the fish spawn incubation;
3. Incubation troughs with seven incubation boxes (2 sets), which will be used for the fish spawn incubation;

Fish Incubation Equipment of the Seller shall meet the following requirements of the technical specification:

| 1 | 2 | 3 | 4 |
|---------------------------------------------------------|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| Item No. | Requirement title | Value required by the Customer | Value proposed by the Supplier |
| Fish incubation equipment | | | |
| I. Incubation apparatus - Weiss jar | | | |
| 1. | Manufacturer | <i>Shall be specified</i> | „SDK“ Sp. z.o.o. |
| 2. | Model | <i>Shall be specified</i> | Weiss jar |
| 3. | Technical data | Must be made of glass, to have a cylindrical shape at the bottom are introduced into the conical narrowing down the lower part with a hole in the center its lowest point (taper) through which a bottom-up water is supplied for incubated spawn. Capacity must be not less than 8 liters. Diameter of the cylindrical section must be 160 ± 20 mm. Total height must be 450 ± 20 mm. At the top of the incubation jar has to be promotion made of fiberglass plastic or other equivalent material resistant to water impact, with the chute (spout) or tube for outward directing the flowing water. | YES Made of glass 8 liters 165 mm 450 mm Of glass reinforced polyester, with the tube for outward directing the flowing water |
| 4. | Complete with: | Jars shall be equipped with an elastic material connections for connecting the glass jar with a water supply hose, and the spherical 15 mm diameter bolts for water flow control. | YES |
| 5. | Other parameters | All Equipmet must be brand new, not previously used and shall conform with the requirements prescribed by the relevant legal acts of the Republic of Lithuania and the EU (bearing CE marking and/or have the Declaration of Conformity (certificates). | YES |
| II. Incubation trough with four incubation boxes | | | |
| 1. | Manufacturer | <i>Shall be specified</i> | „SDK“ Sp. z.o.o. |
| 2. | Model | <i>Shall be specified</i> | SDK Hg 4b |

[Signature]

| | | | |
|-----------------------------------------------------------|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3. | Technical data | <p>Made of fiberglass plastic or equivalent material, rectangles with rounded corners, with even and smooth inner surface.</p> <p>Trough dimensions: outer length 230 ± 5 cm; inner length 225 ± 5 cm; inner width of 60 ± 2 cm. Depth of 20 ± 2 cm.</p> <p>With the barrier that prevent the larvae to leave the trough with outcoming water flow.</p> <p>With a rounded water outlet opening at one end of the bottom of the trough, not protruding above the bottom level. A rubber sealing gasket must be inside outlet openings. Diameter openings must be such that standard 50 mm (d50) diameter PVC pipe must slide into the water outlet opening. With the water level regulator in the water outlet opening.</p> | <p>Made of glass reinforced polyester laminate, rectangles with rounded corners, with even and smooth inner surface.</p> <p>233 cm 226 cm 60 cm 18 cm YES</p> <p>YES</p> |
| 4. | Complete with: | <p>Each individual trough must be complete with four incubation boxes for spawn incubation.</p> <p>The incubation boxes must be rectangular. The incubation box size must be so, that the lateral edge of the box should be placed on the edges of incubation trough and the side walls tightly fit against the inner surface side walls of incubation trough. The laterals and frontal walls of the box must be made of fiberglass plastic or an equivalent material, and the bottom and part of the rear wall must be made of perforated (hole diameter 2.0 ± 0.1 mm) stainless steel or equivalent material.</p> | <p>YES</p> <p>YES</p> <p>The laterals and frontal walls of the box must be made of glass reinforced polyester, and the bottom and part of the rear wall must be made of perforated (hole diameter 2.0 mm) stainless steel.</p> |
| 5. | Other parameters | All Equipmet must be brand new, not previously used and shall conform with the requirements prescribed by the relevant legal acts of the Republic of Lithuania and the EU (bearing CE marking and/or have the Declaration of Conformity (certificates) | YES |
| III. Incubation trough with seven incubation boxes | | | |
| 1. | Manufacturer | <i>Shall be specified</i> | „SDK“ Sp. z.o.o. |
| 2. | Model | <i>Shall be specified</i> | SDK Hg 7b |
| 3. | Technical data | <p>Made of fiberglass plastic or equivalent material, rectangles with rounded corners, with even and smooth inner surface.</p> <p>Trough dimensions: outer length 400 ± 5 cm; inner length 390 ± 5 cm; inner width of 60 ± 2 cm. Depth of 20 ± 2 cm.</p> <p>With the barrier that prevent the larvae to leave the trough with outcoming water</p> | <p>Made of glass reinforced polyester laminate, rectangles with rounded corners, with even and smooth inner surface.</p> <p>400 cm 392 cm 60,5 cm 18 cm YES</p> |

| | | | |
|----|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | flow. With a rounded water outlet opening at one end of the bottom of the trough, not protruding above the bottom level. A rubber sealing gasket must be inside outlet openings. Diameter openings must be such that standard 50 mm (d50) diameter PVC pipe must slide into the water outlet opening. With the water level regulator in the water outlet opening. | YES |
| 4. | Complete with: | Each individual trough must be complete with seven incubation boxes for spawn incubation. The incubation boxes must be rectangular. The incubation box size must be so, that the lateral edge of the box should be placed on the edges of incubation trough and the side walls tightly fit against the inner surface side walls of incubation trough. The laterals and frontal walls of the box must be made of fiberglass plastic or an equivalent material, and the bottom and part of the rear wall must be made of perforated (hole diameter 2.0 ± 0.1 mm) stainless steel or equivalent material. | YES YES The laterals and frontal walls of the box must be made of glass reinforced polyester, and the bottom and part of the rear wall must be made of perforated (hole diameter 2.0 mm) stainless steel. |
| 5. | Other parameters | All Equipment must be brand new, not previously used and shall conform with the requirements prescribed by the relevant legal acts of the Republic of Lithuania and the EU (bearing CE marking and/or have the Declaration of Conformity (certificates) | YES |

All Fish Incubation Equipment must be supplied with 1 year warranty.

CUSTOMER:

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

Direktor (L.S.)

Indre Sidlauskienė



SELLER:

„SDK“ Sp. z o.o.

Chairman (L.S.)

Leszek Kopański

L. Kopański

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