

**SUSITARIMAS #1
DĖL 2024-07-16 PREKIŲ IR PASLAUGŲ
PIRKIMO-PARDAVIMO SUTARTIES NR.
SL-133/2024 KEITIMO**

AB „LTG Link“, juridinio asmens kodas 305052228, atstovaujama generalinės direktorės Kristinos Meidės, veikiančios pagal bendrovės įstatus (toliau – **Užsakovas**),

ir
Jungtinė veiklos grupė SIA “BELAM-RIGA”, juridinio asmens kodas 40003171311 ir SIA “Belss”, juridinio asmens kodas 40003237609, atstovaujama pagrindinio jungtinės veiklos partnerio SIA “BELAM-RIGA” valdybos pirmininko Marks Kacs, veikiančio pagal bendrovės įstatus (toliau – **Tiekėjas**), toliau kartu vadinami „**Šalimis**“, o kiekvienas atskirai – „**Šalimi**“, atsižvelgdamos į tai, kad:

- 1) Šalys 2024-07-16 sudarė Prekių ir paslaugų pirkimo–pardavimo sutartį Nr. SL-133/2024 (toliau – **Sutartis**). Sutarties dalykas – DMR ryšio radijo stotelių (toliau – **Prekės**) ir su DMR ryšio radijo stotelėmis susijusių papildomų paslaugų (toliau – **Paslaugos**) pirkimas–pardavimas;
- 2) Teikiant pasiūlymą ir pasirinkt Sutartį buvo padaryta techninė klaida – pasiūlymo ir atitinkamai Sutarties kaina nurodyta su PVM, nors Tiekėjas yra ne PVM mokėtojas taip pat prekių pristatymui iš Latvijos į Lietuvą taikomas 0 procentų PVM tarifas;
- 3) Sutarties vykdymo metu atsirado didesnis poreikis Prekių ir Paslaugų nei buvo suplanuota. Todėl baigiasi Sutarties vertė. Būtina nepertraukiamai užtikrinti Prekių ir Paslaugų teikimą. Dėl šios priežasties būtina padidinti Sutarties vertę. Galimybę padidinti Sutarties vertę numato Lietuvos Respublikos pirkimų, atliekamu vandentvarkos, energetikos, transporto ar pašto paslaugų srities perkančiųjų subjektų, įstatymo (toliau – **KSPI**) 97 str. str. 2 d., tačiau ne daugiau, kaip 10 proc. nuo Sutarties vertės;

**AGREEMENT #1
ON THE AMENDMENT OF THE CONTRACT
FOR THE SALES AND PURCHASE OF
GOODS AND SERVICES NO. SL-133/2024,
SIGNED ON 2024-07-16**

December __ 2024

LTG LINK, AB, legal entity code 305052228, represented by its CEO Kristina Meidė, acting in accordance with the company’s Articles of Association (hereinafter referred to as the Customer), and

The Joint Undertaking **SIA BELAM-RIGA**, legal entity code 40003171311 and **SIA Belss**, legal entity code 40003237609, represented by Marks Kacs, Chairman of the Board of Directors of SIA BELAM-RIGA, the main partner of the Joint Undertaking, acting in accordance with the Articles of Association (hereinafter referred to as the “Provider”), hereinafter collectively referred to as the “Parties”, and each of them individually referred to as a “Party”, in consideration of the fact that:

- 1) The Parties have entered into a Contract for the Sales and Purchase of Goods and Services No SL-133/2024 signed on 16 July 2024 (hereinafter referred to as the “**Contract**”). The subject matter of the Contract shall be the purchase and sale of DMR radios (hereinafter referred to as the “Goods”) and associated services related to DMR radios (hereinafter referred to as the “Services”);
- 2) A technical mistake was made in the submission of the tender and the selection of the Contract: the price of the tender and, consequently, of the Contract, was quoted inclusive of VAT, however taking into account delivery of the goods from Latvia to Lithuania, VAT rate for this delivery is 0%.
- 3) During the execution of the contract, the demand for Goods and Services has been greater than planned. As a result, the value of the Contract is to be amended. It is necessary to ensure the uninterrupted provision of Goods and Services. For this reason, it is necessary to increase the value of the Contract. The possibility to increase the value of the Contract is provided for in Article 97(2) of the Law of the Republic of Lithuania on Procurement by Contracting Entities in the Field of

4) Atlikus aukščiau nurodytus Sutarties pakeitimus nepasikeis Sutarties pobūdis; Taip pat pridėta prekių ir paslaugų techninė specifikacija.

vadovaudamosi Sutarties Bendrųjų sąlygų 12.4 p.¹ ir KSPĮ 97 str. 2 d.², 97 str. 1 d. 5 p. ir 4 d.,, sudarė šį susitarimą (toliau – **Susitarimas**) ir susitarė:

1. Pakeisti Sutarties Specialiųjų sąlygų 2.1 punkte nustatytą Sutarties kainą padidinant ją 3 600,00, t. y. 7,29 procentų ir išdėstyti taip:

„1.1. Sutarties kaina yra 52 992,00 Eur (penkiasdešimt du tūkstančiai devyni šimtai devyniasdešimt du eurai 0 euro ct.), kurią sudaro:

1.1.1. Sutarties kaina (pradinės sutarties vertė) 52 992,00 Eur (penkiasdešimt du tūkstančiai devyni šimtai devyniasdešimt du eurai 0 euro ct.);

1.1.2. PVM 0 Eur.

2. Susitarimas laikomas sudarytu ir įsigalioja jį pasirašius įgaliotiems Šalių atstovams.

3. Susitarimas visiškai atitinka Šalių valią ir tikslus.

4. Susitarimas yra neatskiriama Sutarties dalis.

5. Susitarimas sudarytas lietuvių bei anglų kalba ir pasirašomas elektroniniais parašais.

6. Visi ginčai, kylantys šio Susitarimo pagrindu, sprendžiami Sutartyje nustatyta tvarka.

¹ „Sutartis galiojimo laikotarpiu gali būti keičiama, jei toks pakeitimas, neatsižvelgiant į jo piniginę vertę, aplinkybėmis ir keitimo apimtį suformuluotas Sutartyje. Siekiant išvengti nesutarimų, kad Sutarties sąlygų keitimas pagal Sutartyje iš anksto nustatytą tvarką, o yra priskiriamas Sutarties vykdymui, Sutartis gali būti keičiama Šalių rašytiniu susitarimu tvarka.“

² „Pirkimo sutartis <...> jos galiojimo laikotarpiu taip pat gali būti keičiama pagal šį įstatymą, nereikalaujant patikrinti, ar nėra šios sutarties pakeitimų, kurie būtų atitinkami, tačiau yra kartu visos šios sąlygos 1) bendra atskirų pakeitimų pagal šį punktą vertė neviršija <...> 10 procentų pradinės sutarties vertės prekių ar paslaugų pirkimo atveju <...>; 2) bendra atskirų pakeitimų pagal šį punktą vertė neviršija <...> 10 procentų pradinės sutarties vertės prekių ar paslaugų pirkimo atveju <...>; 3) pakeitimu iš esmės nepakeičiamas pirkimo sutarties <...> pobūdis.“ / „A procurement contract <...> may also be modified during its validity period without a new procurement procedure under this Law, without requiring verification of the absence of the circumstances referred to in clauses 1) to 4) of paragraph 4 of this Article, provided that all the following conditions are met (1) the total value of the individual modifications under this clause does not exceed the relevant thresholds of the international procurement value<...>; (2) the total value of the individual amendments pursuant to this point does not exceed <...> 10 per cent of the value of the original contract in the case of a purchase of goods or services <...>; (3) the amendment does not substantially alter the nature of the contract <...>.“

Water Management, Energy, Transport or Postal Services (hereinafter referred to as the "KSPA"), but not more than 10 % of the Contract value;

4) The amendments to the Contract set out above will not change the nature of the Contract; Amended specification of goods and services is attached hereto.

In accordance to Clause 12.4 of the General Conditions of the Contract and Clause 3 of Part 1 of Article 97 of the Law of the Republic of Lithuania on Procurement by Contracting Entities in the Field of Water Management, Energy, Transport and Postal Services, have entered into the following Agreement (hereinafter referred to as the "Agreement") and have agreed:

1. Amend the Contract Price set out in Clause 2.1 of the Special Conditions of the Contract by increasing it by EUR 3 600,00, i.e. 7.29 per cent, , and read as follows:

1.1. The price of the Contract shall be EUR 52 992,00 (fifty-two thousand nine hundred and ninety- two euros and 00 euro cents), comprising:

1.1.1. Contract price (initial contract value) EUR 52 992,00 (fifty-two thousand nine hundred and ninety-two euro 00 euro cents);

1.1.2. VAT (0%) - 0 Eur..

2. The Agreement will be deemed as concluded and will enter into force upon signature by the authorised representatives of the Parties.

3. The Agreement is in full conformity with the will and objectives of the Parties.

4. The Agreement will be considered an integral part of the Contract.

5. The Agreement is drawn up in the Lithuanian and English languages and will be signed by electronic signatures.

6. All disputes arising under this Agreement shall be settled in accordance with the procedures set out in the Contract.

7. The meanings of terms used in the Agreement are in accordance with the definitions given in the Contract.

8. Other terms and conditions of the Contract not covered by the Agreement shall remain unchanged.

<p>7. Susitarime naudojamų sąvokų reikšmės atitinka Sutartyje pateiktus sąvokų apibrėžtis.</p> <p>8. Kitos Sutarties sąlygos, neapertos Susitarime, lieka galioti nepakitusios.</p>	
ŠALIŲ ADRESAI IR REKVIZITAI	ADDRESSES AND REQUISITES OF THE PARTIES

Užsakovas/Customer UAB „LTG Link“

Įmonės kodas 305052228
PVM kodas LT100012462811
Geležinkelio g. 16, 02100 Vilnius
Adresas korespondencijai Pelesos g. 10, Vilnius

Tel. +370 70055111
El. p. info@ltglink.lt

**Teikėjas/Provider
SIA "BELAM-RIGA"**

Įmonės kodas 40003171311
PVM kodas LV4000317131194 Gertrudes, Ryga,
LV-1009, Latvija

Tel. +371 67013400
El. p. contact@belam.lv

Annex No. 1 to the Tender Form. Tender Price and Information about the Proposed Products with Services

Serial No.	Procurement Object/Name of services	Quantity	Unit of measurement	Proposed product/model	Price of 1 unit of measurement, EUR without VAT	Price, EUR without VAT	To be completed by the Supplier				
							Country of origin of the proposed products/Country from which the service will be provided	Name and company code of the manufacturer of the proposed product	Manufacturer's country of registration	Country of registration of the person controlling the manufacturer [5]	Country of origin of packaging
1	Radio set Motorola DM4601e or equivalent	8	set	Radio set Motorola DM4601e	€ 1 100,00	€ 8 800,00	USA	Motorola	USA	USA	USA
2	Design and Radio equipment licences	8	set	Tracking, Telemetry and Custom Service	€ 999,00	€ 7 992,00	USA	NeoCom Software	USA	USA	USA
3	Design and Additional equipment and materials for installation	8	set	n/a	€ 1 100,00	€ 8 800,00	EU	Polomarconi, Klinkmann, etc	EU	EU	EU
4	Design and Installation services	6	pcs.	-	€ 1 300,00	€ 7 800,00	-	-	-	-	-
5	Configuration, testing and commissioning	6	pcs.	-	€ 1 100,00	€ 6 600,00	-	-	-	-	-
6	Documentation	1	pcs.	-	€ 2 040,00	€ 2 040,00	-	-	-	-	-
7	Training and training materials	1	pcs.	-	€ 2 000,00	€ 2 000,00	-	-	-	-	-
8	Technical support	8	pcs. (24 months)	-	€ 670,00	€ 5 360,00	-	-	-	-	-
9	<i>DIN Mount Frame for Radio Motorola DM4601e</i>	16	pcs.	-	€ 50,00	€ 800,00	EU	Motorola	EU	EU	EU
10	<i>Antenna commutator with cables and control unit</i>	8	pcs.	Teledyne CCR-33S30	€ 350,00	€ 2 800,00	EU	Teledyne	EU	EU	EU
					Tender price in EUR without VAT[1]	€ 52 992,00					
					VAT (to be completed if applicable)	€ 0,00					
					Tender price in EUR with VAT[2]	€ 52 992,00					

This does not include the approval (if any required) of design documents by local transport authorities and/or train manufacturer.

[1] The tender price in EUR without VAT will be used for tender evaluation. The tender price in EUR without VAT must include all supplier's costs, all taxes, except for VAT, payable according to the valid laws of the Republic of Lithuania, including the costs of submitting invoices through the "E.sąskaita" system.

[2] The "Tender price with VAT" must include all taxes and all costs of the supplier in accordance with the requirements of the procurement documents.

[3] Column information is specified at the time of contract conclusion

[4] The buyer does not undertake to redeem the products with services for the entire value of the Contract or any part thereof. Products with services will be procured as needed. The supplier will be paid for the products/services actually delivered/provided.

[5] If the person controlling the manufacturer is a natural person, 1) place of permanent residence and 2) citizenship shall be indicated.

The controlling person is understood as defined in Part 151 of Article 2 of the Law on Public Procurement / Part 41 of Article 2 of the Law on Procurement by Contracting Authorities Operating in the Water, Energy, Transport or Postal Services Sectors:

"Controlling person – the owner of an individual company or a legal or natural person who is in another legal person"

1) directly or indirectly owns more than 50% of the shares, stock, parts, contributions and/or votes in the meeting of participants of the legal entity, or

2) together with related persons owns more than 50% of the shares, stock, parts, contributions and/or votes in the meeting of participants of the legal entity and whose controlled share is not less than 10% of the shares, stock, parts, contributions and/or votes in the meeting of participants of the legal entity. A related person is considered to be:

a) In the case of legal entities – persons whose annual financial statements must be consolidated in accordance with the Law on Consolidated Financial Statements of Enterprise Groups of the Republic of Lithuania, or persons whose annual financial statements must be consolidated in accordance with the legislation of other states implementing the requirements set out in Directive 2013/34/EU;

b) In case of natural persons – spouses, parents and their children (adopted children)."

Pasirinkti

Quantity

Preliminary quantity[4]

Maximum quantity[4]

Comparative coefficient [4]