SC KN ENERGIES

GENERAL PROCUREMENT TERMS OF THE NEGOTIATED PROCEDURES WITH PUBLICATION

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1. DEFINITIONS

The main definitions used in procurement documents:

1.1. **General procurement terms (GPT)** –a component of the procurement documents that sets out the standard provisions of the procurement conditions.

1.2. **CVP IS** – Central public procurement information system (https://viesiejipirkimai.lt/).

1.3. **Tenderer** – the supplier who submitted the tender for procurement.

1.4. **Negotiations** – the stage of the procurement procedures during which negotiations are conducted with the suppliers who have submitted tenders, selected according to the criteria specified in the procurement documents, regarding the price of the tender and other conditions, if they are specified in the Special Procurement Conditions.

1.5. **ESPD** – European Single Procurement Document.

1.6. **Final tender** – after negotiations, the tender of the tenderer invited by the contracting entity, submitted in accordance with the procedure established in the procurement documents, revised, taking into account the results of the negotiations or otherwise improved in relation to the contracting entity, and which will be evaluated according to the criteria for evaluating the value for money of the tenders established in the procurement documents, in order to determine the winning tender.

1.7. **Candidate** – a supplier who has expressed in writing the desire to be invited or has already been invited to participate in a dialogue, when the procurement is carried out through a competitive dialogue, or to submit a tender, when the procurement is carried out through a limited call for tenders, negotiations with publication, negotiations without publication or innovation partnership.

1.8. **Qualitative selection of candidates** – procurement procedure, which is described in Article 54 of the Law on Public Procurement.

1.9. **Commission** – in accordance with the requirements and procedures established by the Law on Procurement, the Law on Public Procurement, and other legal acts regulating public procurement, a commission established by the contracting entity to carry out the procurement.

1.10. **Criteria for qualification** – criteria for the supplier regarding the right to engage in activities, financial and economic capacity, technical and professional capacity, and quality management system and environmental protection management system standards, are determined in SPC.

1.11. **Tender** – the totality of documents and data submitted in the manner established in the procurement documents of the candidate invited by the contracting entity, with which the tenderer offers to supply goods, provide services or perform works in accordance with the conditions set out in the contracting entity's procurement documents. The initial tender is considered final to the extent that it is not changed during negotiations, if they are conducted.

1.12. **Procurement documents** – documents (including, but not limited to, general conditions and special conditions) and data describing the procured object and the Procurement conditions: announcement, invitation, technical specification, descriptive documents, other documents and explanations (clarifications) of documents with all annexes, as well as other information provided using CVP IS.

1.13. **Contracting entity** – SC KN Energies, legal entity ID 110648893, VAT identification number LT106488917, its registered address at Burių g. 19, LT-92276 Klaipėda.

1.14. **Successful tenderer** – the tenderer whose most economically useful tender was determined by the commission as the winner in accordance with the procedure established in the Terms of Procurement. In cases where the framework contract is concluded with several suppliers, the term 'Successful tenderer' means all suppliers with whom the framework contract is concluded.

1.15. **Law on Procurement (PĮ)** – Law on procurement carried out by contracting entities in the field of water management, energy, transport or postal services (the current version valid at the time of procurement).

1.16. **VPĮ** – Law on Public Procurement (current version valid at the time of procurement).

1.17. **NSUSOAĮ –** Law on the Protection of Objects of Importance to Ensuring National Security of the Republic of Lithuania

1.18. **Framework contract** – a contract concluded between one or more contracting entities and one or more suppliers, the purpose of which is to determine the terms, including price and, where applicable, estimated quantity, applicable to procurement contracts to be concluded within a specified period.

1.19. **Negotiations with publication** – procurement method, where every interested supplier can submit an initial tender, and only candidates invited by the contracting entity submit final tenders and participate in further procurement procedures.

1.20. **Special conditions (SPC)** – integral and inseparable part of the procurement documents, determining the specific provisions of the procurement conditions and the specific requirements of the contracting entity for suppliers.

1.21. **Sub-supplier** – for the performance of the procurement contract, the supplier plans to use a sub-supplier or subcontractor who will supply goods, provide services and/or perform work.

1.22. **Simplified procedure** – a procurement whose value limits are published in the Law on Public Procurement.

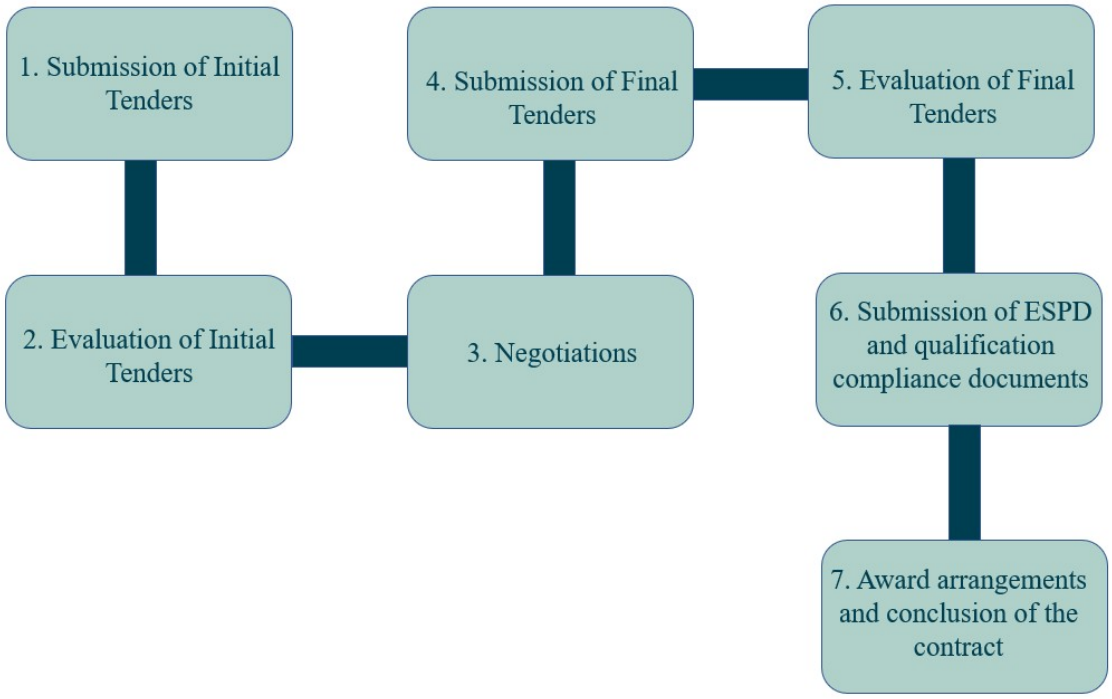
1.23. **International procurement** – a procurement whose value limits are published in the Law on Public Procurement.

1.24. **Technical specification** – the set of technical requirements and other data applicable to the procurement subject matter, as defined in Article 50 of the Procurement Law.

1.25. **Supplier** – a natural person, a legal entity, other organisations and their units or a group of such persons who can offer or are offering goods, services or works.

2. STAGES OF THE NEGIOTIATED PROCEDURES WITH PUBLICATION

Negotiations with publication are carried out in the following stages:



2.1. **Submission of Initial Tenders.** Suppliers, in accordance with the requirements specified in the procurement documents, prepare and submit initial tenders.

2.2. **Evaluation of Initial Tenders (qualitative selection of candidates)**. The commission checks whether there are no grounds for exclusion of suppliers specified in the procurement documents, whether the candidates meet the qualification requirements and, if applicable, the required quality management system and/or environmental protection management system standards. The Commission, taking into account the characteristics of a specific procurement and the resources required to carry it out, may limit the number of candidates it will invite to further participate in the Procurement Procedures . For this purpose, the commission conducts the qualitative selection of candidates according to established procedures and criteria. The number of selected candidates must be sufficient to ensure competition. Objective rules and criteria for the qualitative selection of candidates are established in the SPC. The commission evaluates the initial offers received and invites participants whose initial offers are not rejected to negotiations.

2.3. **Negotiations.** Negotiations are carried out with the tenderers regarding the conditions of the initial tender and/or procurement contract, in order to achieve the most economically beneficial result.

2.4. **Submitting final tenders.** Taking into account the results of the negotiations, the commission invites the tenderers to submit final tenders.

2.5. **Evaluation of final tenders.** The commission evaluates the received final tenders, their compliance with the requirements of the procurement documents and their acceptability, and determines the most economically advantageous tender.

2.6. **Provision of ESPD and qualification compliance documents.** The Commission asks the tenderer whose final tender can be recognised as successful to submit relevant documents that confirm that there are no grounds for its exclusion, that the tenderer meets the qualification requirements and, if applicable, the standards of the quality management system and (or) environmental protection management system.

2.7. **Determination of the successful tenderer and conclusion of the contract.** The commission determines the ranking of tenders and the successful tenderer in descending order of value for money and informs the interested tenderers in writing about the results of the procurement. The successful tenderer is invited to sign the procurement contract.

3. GENERAL PROVISIONS

3.1. The terms of procurement include:
- 3.1.1. Notice of procurement;
- 3.1.2. General Terms and Conditions of Procurement (GPT);
- 3.1.3. Special procurement conditions (SPC) with annexes;
- 3.1.4. Explanations and clarifications of procurement conditions, answers to the questions of the suppliers.

3.2. The GPT must be read and interpreted in conjunction with the SPC. If the provisions of the GPT conflict with the provisions of the SPC, the provisions of the SPC shall apply.

3.3. By submitting a tender, the supplier agrees to the conditions set forth in the procurement documents of the contracting entity, and confirms that the information provided in his tender is correct and includes everything necessary for the proper execution of the procurement contract.

3.4. Suppliers must carefully read all procurement documents; their annexes and other information provided by the contracting entity and comply with all the requirements stipulated in them. The procurement is carried out in accordance with the Law on Procurement, the Law on Public Procurement, the Civil Code of the Republic of Lithuania, other legal acts regulating public procurement and these procurement documents.

3.5. Procurement is carried out in accordance with the principles of equality, non-discrimination, mutual recognition, proportionality and transparency, in compliance with the requirements of confidentiality and impartiality.

3.6. The Supplier shall bear all costs of preparation and submission of the tender and any other costs related to participation in the procurement, including negotiations.

3.7. The contracting entity does not undertake to compensate and cannot be held responsible for any costs related to the preparation of the tender and/or other costs related to participation and/or readiness to participate in the procurement procedures.

3.8. Before the contract enters into force, the contracting entity must terminate the initiated procurement procedures if the principles set out in Article 29, Part 1 of the Law on Public Procurement have been violated, and the relevant situation cannot be rectified. Before the contract enters into force, the contracting entity has the right to terminate the initiated procurement procedures on its own initiative, if unforeseen circumstances have arisen, or fundamental errors have been made in the procurement documents, as a result of which the procurement is no longer appropriate or, if it were to occur, a procurement that does not meet the needs of the contracting entity would be purchased object.

3.9. If the supplier has doubts about the transparency of the procurement procedure, the supplier can write anonymously upon contacting: SpeakUp@kn.lt. The provided information will be objectively and impartially evaluated by authorised persons of the contracting entity.

3.10. Procurement documents are published in Lithuanian and/or English. In case of inconsistencies between the Lithuanian and English texts, the Lithuanian text takes precedence.

3.11. Documents or digital copies of documents submitted by suppliers must be submitted using non-discriminatory, universally available data file formats (e.g. pdf, doc, etc.). The contracting entity reserves the right to request original documents. Also, the contracting entity has the right to request documents with an Apostille if there are reasonable doubts about the authenticity of the documents.

3.12. If the procurement documents refer to a specific standard, product or manufacturer and do not include the reference 'or equivalent', such reference shall be read as including the reference 'or equivalent'.

3.13. Tenders, as well as other correspondence and documents may be submitted in the languages specified in the SPC. If the relevant documents (certificates, etc.), technical descriptions or similar documents proving compliance with the requirements set out in the procurement documents are issued in languages other than those specified in the SPC, in such a case, these documents must be accompanied by a translation of the document into at least one of the languages specified in the SPC, certified by the translator's signature and the seal of the translation office (if the translation office has it).

3.14. The contracting entity may, at any time during the procurement procedures, request the supplier to provide all or part of the documents confirming the absence of grounds for exclusion, the supplier's compliance with qualification requirements and, if applicable, compliance with the standards of the quality management system and/or environmental protection management system, if this is necessary to ensure proper performance of procurement procedures.

3.15. If the contracting entity has doubts about the correctness of the information provided by the supplier, it has the right to contact the supplier with a request to provide the justification of the information provided by the supplier to the contracting entity. In order to verify the correctness of the specified information, the contracting entity has the right to contact the persons (clients) specified by the supplier, and if these persons do not confirm the correctness of the specified information, to reject the supplier's tender. The contracting entity also has the right to request the supplier to submit a written confirmation of the persons (customers) specified by him regarding the confirmation of the fact of the goods supplied to him, the services provided and/or the works performed by the supplier.

4. SUBJECT MATTER OF THE PROCUREMENT

4.1. Subject matter of the procurement – procured goods, services and/or works for which requirements, scopes, terms and other information related to the subject matter of the procurement are provided in the SPC annex in the Technical Specification.

4.2. Information on whether the procurement is divided into parts is provided in the SPC, along with information on whether the same supplier can submit a tender for several parts of the procurement (one, several or all).

4.3. In the event that several or all parts of the subject matter of the procurement are won by the same tenderer, one contract (framework contract) may be concluded with him for all parts of the subject matter of the procurement won by that tenderer.

5. PARTICIPATION OF THE SUPPLIER GROUP IN PROCUREMENT PROCEDURES

5.1. If a group of suppliers operating on the basis of a joint venture agreement (hereinafter referred to as **JVA**) participates in the procurement, it must submit a digital copy of the JVA with the initial tender. The JVA must include:

5.1.1. the composition of the supplier group and the obligations of each member of the supplier group in the execution of the expected procurement contract with the contracting entity, the share of the value of these obligations, expressed as a percentage;

5.1.2. the joint and several liability of all JVA parties for the obligations to the contracting entity arising from this procurement or procurement agreement and non-fulfillment of obligations (including such joint obligations arising from the procurement agreement, which in essence continue longer than the term of the procurement agreement or JVA);

5.1.3. JVA member representing the group of suppliers in relations with the contracting entity;

5.1.4. JVA member, authorised to submit invoices for settlement (payments will be made only to one of the JVA members) and sign documents related to the implementation of the procurement agreement;

5.1.5. the provision that the replacement of the members determined by the JVA is possible only after obtaining the prior written consent of the contracting entity.

5.2. The contracting entity shall not require that the group of economic entities acquire a certain legal form after the tender submitted by the group of suppliers is recognised as the winner and the contracting entity offered to enter into a procurement contract.

6. EXAMINATION OF POTENTIAL CONFLICTS OF INTEREST

6.1. The supplier, having a possible conflict of interest (if the situation of the supplier's possible conflict of interest is determined due to the specifics of the subject matter of the procurement), has the right to submit a request to the contracting entity to assess the situation of a possible conflict of interest before submitting the initial tender. In this case, the supplier provides the contracting entity with detailed explanations about the circumstances of a possible conflict of interest.

6.2. The contracting entity, upon receiving the supplier's request to assess a possible conflict of interest, assesses it no later than within 3 (three) working days and makes a reasoned decision regarding the recognition or non-recognition of the potential conflict of interest.

6.3. The contracting entity recognises a potential conflict of interest as a conflict of interest if it determines that the supplier's activities (including the supply of goods/providing services/performance of work for third parties) are incompatible with cooperation with the contracting entity, i.e., there would be a reasonable risk that the supplier may not ensure confidentiality (including cases where confidential information can be used without its direct disclosure), loyalty, acting exclusively in the interests of the contracting entity or obtaining (granting) an unjustified advantage, regardless of whether this risk exists to the detriment of the contracting entity or third parties.

7. EXPLANATION AND CLARIFICATION OF PROCUREMENT DOCUMENTS

7.1. Procurement documents may be clarified and/or specified at the initiative of the contracting entity or at the request of suppliers.

7.2. Requests from suppliers to clarify/correct procurement documents can only be submitted to the contracting entity in writing (by means of CVP IS). Suppliers must be active and submit questions or request clarifications of the procurement documents immediately after consultation of the procurement documents.

7.3. If additional information related to procurement documents is requested in time, the contracting entity shall provide it to all suppliers no later than 6 days before, in the case of simplified procedure – 4 days before the end of the deadline for submission of tenders, in cases where significant changes have been made to the procurement documents.

7.4. Requests from suppliers for clarification/clarification of procurement documents will be considered to be submitted on time if they are received at least 8 days before, in the case of simplified procedure – 6 days before the deadline for submission of tenders.

7.5. In response to each request submitted by the supplier for clarification of the procurement documents, if it was submitted before the deadline specified in this section, or when clarifying the procurement documents on its own initiative, the contracting entity publishes the explanations and clarifications in the CVP IS, but does not indicate which supplier submitted the relevant question or request to clarify procurement documents.

7.6. When the information published in the procurement notice is corrected when providing an explanation/clarification of the procurement documents, the contracting entity publishes error correction notices in accordance with the procedure established in Article 47 of the Procurement Law.

8. GROUNDS FOR EXCLUSION OF SUPPLIERS AND QUALIFICATION REQUIREMENTS

8.1. Suppliers intending to participate in the procurement must have sufficient experience and qualifications for the proper performance of the contract, their activities must meet the required standards and there must be no grounds for the exclusion of suppliers. The grounds for exclusion of suppliers applied by the contracting entity are specified in the Annex to the SPC. Qualification requirements, if applicable to suppliers, are specified in the SPC Annex.

8.2. Supplier qualifications must be obtained by the deadline for submission of initial tenders.

8.3. The supplier, in order to prove the absence of grounds for exclusion and prove the qualifications held, submits a completed and signed ESPD when submitting the initial tender. ESPD is provided by all members of the supplier group, if a supplier group participates in the procurement, and all economic entities on whose capabilities the supplier relies in order to meet the qualification requirements.

8.4. If the procurement is divided into parts, and different qualification requirements apply to different parts, then the ESPD is completed and submitted for each part of the subject matter of the procurement separately. In other cases, the supplier can provide a single ESPD for all parts of the procurement.

8.5. The contracting entity will request the submission of documents confirming the absence of grounds for exclusion and compliance with the qualification requirements of the tenderer whose tender can be recognised as successful.

8.6. The contracting entity does not require the candidate (tenderer) to submit documents confirming the absence of grounds for his exclusion, compliance with the qualification requirements and, if applicable, the standards of the quality management system and/or environmental protection management system, if it:

8.6.1. has access to these documents or information directly and free of charge by connecting to the national database in any member state or using the CVP IS;

8.6.2. already has these documents from previous procurement procedures.

8.7. If the supplier, which has participated in other procurements of the contracting entity, has already submitted the same documents proving the required qualifications and the documents are valid at the time of the tender, in this case it is sufficient for the supplier to indicate the exact title of the procurement and what documents proving the qualifications were submitted.

8.8. The supplier ensures that, in the event of procurement awarding and signing the contract with the supplier, for the entire period of validity of the contract, regardless of whether the supplier's qualifications for the right to engage in the relevant activity were not checked or were not checked in full during the performance of the contract, the supplier, his employees and/or his hired sub-suppliers, their employees would meet the qualification requirements set out in SPC and/or valid legal acts of the Republic of Lithuania and have the right to supply goods, provide services or perform work, and this would be carried out by qualified persons having the necessary valid qualifications and/or documents confirming the right to supply goods, provide services or perform work, specialists and other persons. The supplier may replace the specialists indicated in the tender with other specialists only for objective reasons (death of the specialist, illness, termination of employment with the supplier or its sub-supplier, etc.), with no lower qualifications and experience than specified in the SPC and/or required by the valid legal acts, only in accordance with the procedure established in the procurement contract, after receiving the prior consent of the contracting entity for such a change. The supplier will also have the right to use new specialists only after receiving the prior consent of the contracting entity for such a change in accordance with the procedure established in the procurement contract.

8.9. A contracting entity, when carrying out a procurement related to national security, may also consider a supplier to have a conflict of interest that may adversely affect the performance of the procurement contract, if it has information from competent authorities that the supplier and its sub-suppliers or joint venture partners have interests that may pose a threat for national security.

8.10. The contracting entity has the right to consider that the supplier is in a situation of conflict of interest and this may negatively affect the performance of the procurement contract, when the Government of the Republic of Lithuania has made a decision confirming that the intended transaction does not meet the interests of national security in accordance with the provisions of the NSUSOAĮ.

9. RELYING ON THE CAPACITIES OF OTHER ECONOMIC ENTITIES AND USING SUB-SUPPLIERS

9.1. The supplier may rely on the capacities of other economic entities to meet the requirements of financial, economic, technical and/or professional capacity (if such requirements are set by the contracting entity), regardless of the legal nature of the relationship with those economic entities and in accordance with the requirement set out in point 9.2.

9.2. The supplier can rely on the capabilities of other economic entities to meet the requirements regarding education, professional qualifications, professional experience, have a special permit and/or be a member of a certain organisation (if such requirements are set by the contracting entity) only if those economic entities themselves provide services/will perform works (depending on the subject matter of the procurement) that require their available capacities.

9.3. If the supplier relies on the capabilities of another economic entity, when submitting an Initial tender, it must provide evidence confirming that the economic entities' resources will be available to the supplier throughout the period of performance of contractual obligations. Such evidence can be the undertaking (declaration) of the business entity whose capacity is relied upon, the protocol of the agreement of intent with the supplier, contract or framework contract with the supplier, etc.

9.4. If the contracting entity sets requirements for suppliers regarding economic and financial capacity, the supplier and economic entities whose capacity is relied upon must assume joint and several liability for the fulfilment of the procurement contract by submitting documents confirming the assumption of joint and several liability.

9.5. In its initial tender, the supplier must indicate the economic entities whose capacities are relied upon to meet the requirements of financial, economic, technical and/or professional capacity (if such requirements are set by the contracting entity). Experts who will be employed by the supplier in the event of procurement awarding and concluding the contract are considered economic entities.

9.6. When the supplier, submitting the initial tender and ESPD, does not disclose the fact of the use of economic entities, that is, declares that it independently meets the requirements of the Procurement conditions for qualification, after the deadline for submitting the initial tender, if it is determined that it does not meet the qualification requirements established in the Procurement documents, the supplier can no longer indicate the used economic entities.

9.7. The supplier must indicate in its tender for which part of the procurement contract it intends to use sub-suppliers and which sub-suppliers, if they are known at the time of submission of the tender. The supplier undertakes to inform the contracting entity of the names, contact details and their representatives of sub-suppliers known at that time after concluding the procurement contract, but no later than the performance of the procurement contract starts. The supplier also undertakes to inform the contracting entity about changes in this information during the entire period of performance of the procurement contract.

9.8. In cases where the supplier does not rely on the capabilities of the sub-supplier it intends to use, in order to meet the requirements, set out in the procurement conditions, the supplier must submit declarations of known sub-suppliers at the time of submission of tenders, filled in according to the form provided in the GPT annex, confirming the agreement to be the supplier's sub-supplier in the procurement performed by the contracting entity.

9.9. If this is allowed due to the nature of the procurement contract, the contracting entity must establish in the procurement documents the possibility of direct settlement with sub-suppliers and the procedure for such settlement, which, among other requirements, must establish the supplier's right to object to unreasonable payments.

9.10. The contracting entity does not limit the ability of suppliers to use sub-suppliers for the performance of essential tasks, unless otherwise specified in the SPC.

9.11. The supplier cannot use **entities that are registered in a country** that is subject to international sanctions, as defined in the Law on the Implementation of Economic and Other International Sanctions of the Republic of Lithuania, **and that are included in the list of entities that are subject to restrictive measures or are related to the aforementioned entities**, as provided by Council Implementing Regulation (EU) 2022/336 implementing Regulation (EU) No. 269/2014 of 2022 February 28 on restrictive measures to be applied in view of actions that undermine or threaten the territorial integrity, sovereignty and independence of Ukraine, and Council Implementing Regulation (EU) 2006/765 of 2006 May 18 on restrictive measures in view of the situation in Belarus and Belarus' involvement in Russia's aggression against Ukraine.

10. REQUIREMENTS FOR TENDERS

10.1. The supplier prepares its tender according to the form provided in the SPC annex, adding the documents specified in the SPC.
10.2. The deadline for submission of initial tenders is published in the CVP IS.
10.3. A supplier can submit only one tender individually or as a member of a supplier group operating on the basis of JVA. If a supplier submits more than one tender or a member of a group of economic entities participates in submitting multiple tenders with different groups of economic entities and/or individually, all such tenders from all suppliers will be rejected.
10.4. The supplier's tender consists of a set of written documents and data:
  10.4.1. completed and signed tender with attachments, in the form of which is submitted to SPC;
  10.4.2. when the tender is submitted by a group of economic entities it shall be a copy of the JVA;
  10.4.3. a document confirming the powers of the person signing the tender (a document confirming the appointment of a person as a manager of a legal entity, another document confirming a person's management of a legal entity, power of attorney, etc.);
  10.4.4. completed and signed ESPD (web address https://ec.europa.eu/tools/espd/filter?lang=lt).
10.5. The ESPD is submitted separately by each of the following entities:
  10.5.1. supplier;
  10.5.2.each member of the supplier group (if the offer is submitted by a supplier group operating on the basis of JVA);
  10.5.3. each economic entity, if the supplier relies on its capabilities to meet the qualification requirements for suppliers.
10.6. The tender must specify whether and which information is confidential in the tender. The supplier must indicate which information is confidential in accordance with Article 32(2) of the Procurement Law. If the contracting entity has doubts about the confidentiality of the information specified in the supplier's tender, the contracting entity asks the supplier to prove why the specified information is confidential. If the supplier does not provide such evidence within the deadline specified by the contracting entity or provides inadequate evidence, such information is considered to be non-confidential. The entire tender cannot be considered confidential information.
10.7. The contracting entity has the right to extend the deadline for submission of tenders. The contracting entity informs all suppliers about the new tenders submission deadline through online means of written communication of CVP IS and clarifies the procurement notice.
10.8. The supplier can change or cancel the submitted tender before the deadline for submission of tenders. A new tender replacing a previously submitted initial tender is submitted in the general procedure. Such a change or notice that the initial tender is withdrawn is recognised as valid if the contracting entity receives it before the end of the initial tenders submission deadline.
10.9. The contracting entity is not responsible for communication failures or other unforeseen events, due to which the tender was not received (or received late, if the procurement is carried out by electronic means other than CVP IS).
10.10. If the SPC establishes that the terms of the contract will be negotiated, the supplier may submit comments on the terms of the procurement contract, if any, with the initial tender. When submitting comments, the supplier should offer a clear text of the wording of the provision of the procurement contract proposed to be changed with visible changes (comparative version); also propose to include in the project additional conditions that are critically important to the supplier and for which the supplier wants to negotiate their inclusion in the procurement contract. When proposing changes to the draft procurement contract, including the inclusion of additional conditions, the supplier should submit brief comments justifying the need for the proposed change and the effect of considering (not considering) the proposed comment on the price (if possible) or other consequences. If the comments and proposals submitted by the supplier do not meet the requirements set forth in this clause, or are not acceptable to the contracting entity, this will not be grounds for rejecting the supplier's proposal, but the contracting entity may refuse to discuss the relevant changes during the tender negotiations.
10.11. By submitting a tender, the supplier agrees to the terms of the procurement and confirms that the information provided in its tender is correct and includes everything necessary for the proper performance of the procurement contract.

10.12. If the Supplier in writing withdraws its tender and refuses to participate in further procurement procedures, its tender will not be further examined and evaluated.

11. PRICE AND PAYMENT TERMS

11.1. The tender price (including all price components and rates, if any) shall be specified to no more than two decimal places, unless otherwise specified in the tender form.

11.2. Prices in the tender are in Euros and must be expressed and calculated as specified in the tender form. When calculating the price, all volumes and quantities specified in the procurement conditions, price components, technical specification requirements, etc. must be taken into account. The price must include all taxes and all costs of the supplier. VAT must be provided separately.

11.3. Prices are in euros. If the prices in the offer are indicated in a foreign currency, they will be converted into euros according to the indicative ratio of the euro and foreign currencies published by the European Central Bank, and in cases where the indicative ratio of the euro and foreign currencies is not published by the European Central Bank, according to the indicative ratio of the euro and foreign currencies determined and published by the Bank of Lithuania exchange rate on the last day of the deadline for submitting the tender.

11.4. The terms of payment and the payment procedure are defined in the SPC and the document referred to in the SPC together with other essential terms of the procurement contract (framework contract).

11.5. During the performance of a procurement contract (framework contract), value added tax invoices, invoices, credit and debit documents and advance invoices are submitted only electronically. Electronic invoices complying with the European standard for electronic invoices, the reference of which is published in the Commission Implementing Decision (EU) 2019/1739 of 16 October 2017 on the publication of the reference of the European standard on electronic invoicing and the list of its syntaxes pursuant to Directive 2014/55/EU of the European Parliament and of the Council (OJ 2017 L 266, p. 19) (hereinafter referred to as 'the European standard on electronic invoicing'), provided by means chosen by the supplier. Electronic invoices that do not comply with the European standard on electronic invoicing can only be submitted using SABIS (Account Administration General Information System). The contracting entity accepts and processes electronic invoices using SABIS. For the purposes of this article, an electronic invoice is understood as an invoice issued, transmitted and received in such an electronic format that it can be processed automatically and electronically.

12. EVALUATION OF INITIAL TENDERS

12.1. The initial review of submitted supplier initial tenders is carried out by one of the members of the commission by means if CVP IS, no earlier than the set deadline by which suppliers can submit initial tenders.

12.2. Information on whether observers are invited to participate in commission meetings and the conditions for their participation are indicated in the SPC.

12.3. Suppliers do not participate in commission meetings where tenders are evaluated.

12.4. The contracting entity may ask suppliers to clarify, supplement or explain their initial tenders.

12.5. The contracting entity, after evaluating the information provided in the initial tender, makes a decision on the compliance of each candidate with the requirements. Only those candidates whose initial tenders are not rejected have the right to participate in further procurement procedures.

12.6. The Commission assesses whether the initial tender is substantially in line with the subject matter of the procurement and/or whether there are no other grounds for rejection. The Commission rejects the initial tenders if:

12.6.1. the supplier submits more than one initial tender;

12.6.2. the method of submitting the initial tender does not meet the requirements specified in the procurement documents;

12.6.3. The initial tender is inappropriate, that is, it does not meet the requirements set out in the Procurement terms, including the absence of grounds for supplier exclusion, qualification requirements, quality management system and/or environmental protection management system standards, if applicable;

12.6.4. The contracting entity has convincing evidence of cases of prohibited collusion or corruption;
12.6.5. The supplier did not explain, specify, supplement or submit the documents specified in the Procurement terms submitted together with the tender within the deadline set by the Contracting entity;
12.6.6. the translation of the document basically does not correspond to the original content of the document and the supplier did not provide an explanation to the Contracting entity regarding the discrepancy in the translation;
12.6.7. if the supplier and/or its sub-suppliers, business entities, third parties, who submitted the tender, are registered in a country suffering under international sanctions, as defined in the Law on the Implementation of Economic and Other International Sanctions of the Republic of Lithuania;
12.6.8. the supplier concealed information or provided false information about compliance with established requirements, which the Contracting entity can prove by any legal means;
12.6.9. the supplier is included in the list of unreliable suppliers;
12.6.10. on other grounds established by the Law on Public Procurement, the Law on Procurement and these procurement documents.

12.7. The contracting entity does not remove the supplier from the procurement procedures in the cases specified in paragraphs 3 and 8 of Article 46 of the Law on Public Procurement.

12.8. The contracting entity may, at any time during the procurement procedure, ask suppliers to provide all or part of the documents confirming their compliance with the qualification requirements, documents confirming the absence of grounds for their exclusion, and, if applicable, the standards of the quality management system and (or) environmental protection management system, if this necessary to ensure the proper performance of the procurement procedure.

12.9. If the supplier has provided inaccurate, incomplete or erroneous documents or data about its compliance with the requirements set out in the procurement documents or these documents or data are missing, the contracting entity must, without violating the principles of equality and transparency, ask the supplier to clarify, supplement or explain these documents or data within a reasonable period determined by it.

12.10. If the Contracting entity has doubts about the lack of grounds for exclusion of the supplier and/or compliance with qualification requirements, it must contact the competent authorities and third parties specified in the supplier's tender to obtain all the necessary information about the lack of grounds for exclusion and/or qualification of the Supplier.

12.11. If it is established in the SPC that the qualitative selection of candidates is carried out, the following conditions apply:
12.11.1. only those candidates for whom there are no established grounds for exclusion, who meet the established qualification requirements and, if applicable, the standards of the quality management system and/or the environmental protection management system, participate in the qualitative selection;
12.11.2. the commission evaluates each candidate who participated in the qualitative selection, determines the total number of points scored by each candidate, and forms a ranking of candidates for the qualitative selection in descending order of points according to the total number of points scored (that is, the candidate with the most points securing the first place in the ranking);
12.11.3. when the sum of points obtained by several candidates who participated in the qualitative selection is the same, the candidate who submitted the tender the earliest securing the first place in the ranking;
12.11.4. the number of selected candidates indicated in SPC is invited to participate in further procurement procedures;
12.11.5. the commission informs all candidates about the decisions made by the commission, that is, the selected candidates are informed that they will be invited to participate in further procurement procedures and the number of points obtained for each of them is indicated, while other candidates are informed about the decision not to include them in further procurement procedures, for each of by them indicating the number of points scored.

13. NEGOTIATIONS

13.1. The Contracting entity may not negotiate and enter into a Contract with the tenderer who submitted the Initial tender, as well as consider the tenderer's Initial tender as Final, if such tender meets the minimum requirements and goals set out in the Terms of Procurement, and further negotiations, in the opinion of the Procuring Entity, will not lead to a better result.

13.2. After evaluating the initial tenders, the Commission makes a decision on the invitation to negotiate, the place and time of the negotiations and informs all suppliers who are invited to negotiate about this in writing. Negotiations can be conducted at the location of the contracting entity, by video or telephone conference or in writing.

13.3. During the negotiations, the commission negotiates with each of the suppliers regarding their initial and subsequent tenders, aiming for the best result according to the requirements set forth in the procurement documents. The commission has the right to negotiate with the supplier regarding the price or costs of the tender, the quantities of goods, services or works offered, characteristics and other conditions of the tender. The **essential conditions specified in the SPC**, the evaluation criteria and procedure of the tender, the final result of the negotiations recorded in the minutes of the negotiation meeting or the final tenders submitted after the negotiations cannot be negotiated.

13.4. The subject matter of negotiations is indicated in the SPC.

13.5. During the negotiations, the commission may request, and suppliers must provide all information, explanations, clarifications, calculations and other data related to the proposed subject matter of the procurement, which may be necessary for proper disclosure and evaluation of the tender. The results of negotiations, issues of changes to technical specifications or other procurement documents are recorded in the minutes of the negotiation meeting.

13.6. Suppliers are invited and must come to the negotiations (participate in them) at the time specified by the contracting entity. If the contracting entity does not agree on a negotiation time acceptable to the supplier, the suppliers may be invited in writing to come to the negotiations (participate in them) at the time specified in the invitation of the contracting entity, but no earlier than the next working day from the date of sending the invitation.

13.7. Negotiations with suppliers shall be conducted in accordance with the following conditions:

- 13.7.1. negotiations are carried out with each supplier separately;
- 13.7.2. the parties must not disclose any technical or commercial information learned during negotiations to third parties;
- 13.7.3. the commission does not inform the supplier about agreements reached with other suppliers;
- 13.7.4. all suppliers will be subject to the same requirements, given the same opportunities and provided with the same information. When providing information, the commission will not discriminate against some suppliers in favour of others;
- 13.7.5. the commission informs all suppliers whose tenders were not rejected in writing about changes to technical specifications, terms of the procurement contract or other procurement documents. Taking into account the changes in the procurement documents, the commission sets a sufficient deadline for the suppliers to change the submitted tenders;
- 13.7.6. negotiations, if the procedure is conducted orally, are recorded. The minutes of the negotiation meetings are signed by the chairman of the commission and the authorised representative of the supplier with whom the negotiation took place. The minutes are signed during the negotiations or immediately after them, in any case no later than 3 (three) working days after the negotiations. In the event that the supplier refuses to sign the minutes or does not sign it within the set deadline, it is considered that the supplier did not participate in the negotiations.

13.8. With each supplier, the commission can organise as many negotiation meetings as it deems necessary.

13.9. If the supplier does not come or join the agreed negotiation meeting by teleconference without good reasons, it is considered that the supplier has no questions regarding the Procurement documents and agrees with all the requirements.

14. VALIDITY AND ENFORCEMENT OF TENDERS

14.1. The validity period of the tender is indicated in the SPC. The tender is deemed to be valid to the extent specified in the SPC.

14.2. Information on whether the contracting entity requires and in what amount the enforcement of the validity of the tender (hereinafter referred to as the **'Enforcement'**) is provided in the SPC.

14.3. The proposal must be secured by providing an irrevocable, unconditional guarantee (original) from a bank or credit union registered in the Republic of Lithuania or a foreign country, or a letter of guarantee from an insurance company registered in the Republic of Lithuania or abroad, upon first request.

14.4. The contracting entity will use the Enforcement if:

14.4.1. the supplier withdraws or changes its tender during the validity period of the tender;

14.4.2. successful tenderer:

14.4.2.1. avoids or refuses to sign the procurement contract within the deadline specified by the contracting entity;

14.4.2.2. avoids or refuses to submit the Enforcement within the period specified in the procurement contract.

14.5. The Enforcement must be provided in Lithuanian or English.

14.6. The law of the Republic of Lithuania and the rules of the First demand harmonised guarantee must be applied to the guarantees issued by the bank (URDG, publication No 758 of the International Chamber of Commerce). The text of the bank guarantee must include a provision that disputes between the parties are resolved in accordance with the procedure established by the legal acts of the Republic of Lithuania, in the courts of the Republic of Lithuania.

14.7. Before submitting the Enforcement, the supplier may ask the contracting entity to confirm that it agrees to accept the Enforcement offered by the means of correspondence of CVP IS. In such a case, the contracting entity must respond to the supplier using the means of correspondence of CVP IS no later than within 3 (three) working days from the date of receipt of the request. This confirmation does not deprive the contracting entity of its right to reject the proposed Enforcement upon receiving information that the economic entity that provided the Enforcement has become insolvent or has not fulfilled its obligations to the contracting entity or other economic entities, or has performed them improperly.

14.8. The contracting entity loses the right to use the Enforcement when:

14.8.1. the validity period of the Enforcement expires;

14.8.2. the procurement contract enters into force and a guarantee of the performance of the contract corresponding to the conditions of the procurement contract is provided;

14.8.3. procurement procedures were terminated;

14.8.4. all tenders are rejected.

14.9. The Enforcement document submitted in electronic form is non-returnable.

14.10. The document confirming the enforcement must be submitted together with other tender documents in the CVP IS system. The document confirming the enforcement (bank guarantee or letter of suretyship insurance) must be signed separately by a qualified electronic signature of the issuing organisation. If the guarantee is provided in paper form, the original of the Enforcement document must be submitted to the contracting entity before the end of the tender submission deadline.

14.11. Before the end of the validity period of the tender, the contracting entity may request that the supplier extend the validity of the tender (together with the Enforcement) until the specified period. The Supplier may reject such a request without forfeiting the right to its Enforcement. A supplier who agrees to extend the validity of its tender and the term of the Enforcement must:

14.11.1. to notify the contracting entity in writing within the time set by the contracting entity;

14.11.2. within the time set by the contracting entity, submit a document in writing confirming that the deadline of the Enforcement is being extended or submit a new Enforcement.

14.12. If the supplier does not respond to the contracting entity's request to extend the validity period of the tender, does not extend it or does not provide a new Enforcement, it is considered that this request is rejected. The tender of the supplier who rejected the request of the contracting entity is not further examined and evaluated.

15. PREPARATION, SUBMISSION OF FINAL TENDERS

15.1. At the end of the negotiations, the commission invites the tenderers to submit their final tenders by the end of the deadline for submission of tenders specified in the invitation.

15.2. Taking into account the results of the negotiations, all tenderers are simultaneously provided with all the information necessary for the preparation of final tenders, including the final basic terms of the procurement contract and/or requirements that will no longer be changed, additional information (if necessary) and/or revisions to the information provided in the procurement documents, changes that may become necessary during negotiations. In order to avoid doubts, the submission of this information is not subject to the procedure for providing explanations (clarifications) established in the procurement documents. These conditions will be determined by the contracting entity at its own discretion, taking into account the results of the negotiations, in order to satisfy its needs in the most economically advantageous way, but the contracting entity will not be bound by the negotiating position presented by the tenderers.

15.3. The supplier must prepare his final tender according to the procedure established in the commission's invitation to submit the final tender, adding the required documents and information.

15.4. The last tender submitted by the supplier who submitted an initial tender, but did not submit a final tender (initial tender, including adjustments and/or additions made during the Negotiations, if any) is considered as the final tender.

15.5. The initial review of submitted supplier final tenders is carried out by one of the members of the commission by means if CVP IS, no earlier than the set deadline by which suppliers can submit final tenders.

16. ENCRYPTION OF TENDERS

16.1. The supplier can encrypt the final tender submitted electronically by means of the CVP IS.

16.2. After the supplier has encrypted the tender, the password with which the contracting entity will be able to decrypt the encrypted tender submitted by the supplier must be provided by means of the CVP IS within 30 minutes after the expiry of the time limit of tender.

16.3. A supplier who decides to submit an encrypted tender must:

16.3.1. within the time limit for submitting tenders, using the CVP IS, submit an encrypted tender (the entire tender or the tender document containing the tender price is encrypted). Instructions on how to encrypt the offer for the supplier can be found on the website[1].

16.3.2. before the start of the procedure (meeting) for opening the envelopes with tenders, provide the password with which the contracting entity will be able to decipher the submitted tender using the means of correspondence of the CVP IS. In the event of technical problems of the CVP IS, when the supplier does not have the opportunity to provide the password using the CVP IS, the supplier has the right to provide the password by other means of choice: the official e-mail of the contracting entity or in writing. In this case, the supplier should be proactive and ensure that the provided password reaches the addressee in time (for example, by contacting the contracting entity on its official phone number and/or by other means).

16.4. Before the start of the procedure (meeting) for opening the envelopes with final tenders, if the supplier fails to provide a password (due to its own fault) or provides an incorrect password, which the contracting entity could not use to decipher the final tender, the supplier's initial tender (including the clarifications and/or additions made during the negotiations, which recorded in the minutes of the negotiation meeting) is evaluated as the final tender (if the supplier encrypted only the final tender document containing the price, other documents presented in the final tender are evaluated).

16.5. The supplier can provide the password outside of the CVP IS only if technical problems have been recorded (a technical problem is a detected malfunction of the CVP IS, due to which more than 10 registered users (in different organisations) cannot perform the necessary functions, that is, it is impossible to connect to the CVP IS (https://viesiejipirkimai.lt/)), the correspondence function of the CVP IS does not work, the tender submission window does not open, or other necessary

[1] https://vpt.lrv.lt/uploads/vpt/documents/files/uzssisfravimo%20instrukcija(1).pdf

functions malfunction and information about the malfunction of the CVP IS is published on the website of the Public Procurement Office (http://vpt.lrv.lt).

17. EVALUATION OF FINAL TENDERS

17.1. In case of questions regarding the content of the final tenders and after the contracting entity submits a written request, the suppliers must provide written explanations within a reasonable time limit set by the contracting entity without changing the essence of the tenders, that is, the suppliers cannot change the price or make other changes that would make the final tender that does not meet the requirements of the procurement documents become compliant with the requirements of procurement document. The contracting entity, having found errors in the calculation of the specified prices during the evaluation of the final tenders, will submit requests to the suppliers within the deadline specified by the contracting entity to correct the arithmetical errors observed in the tenders, without changing the price recorded during the review of the tenders (when the fixed price methodology is applied) or without changing the price of the rates (when the fixed price methodology is applied). When correcting the arithmetical errors specified in the final tender, the supplier has no right to refuse the components of the price or add new parts to the price.

17.2. In case of inconsistencies between the price offered by the supplier in the final tender form and other documents submitted by the supplier together with the final tender, the final price of the tender shall be considered as the price indicated in the final tender form.

17.3. When the submitted final tender indicates an unusually low price, the contracting entity must ask the supplier in writing to justify the unusually low price of the final tender, including the detailed justification of the price components, within the deadline specified by the commission. The contracting entity must assess the risk of whether the supplier, whose tender has an unusually low price, will be able to properly fulfil the procurement contract and ensure that no conditions are created for distortion in competition. If the supplier does not justify the price, its tender is rejected.

17.4. The final tender is rejected if it is determined that:

- 17.4.1. the tender does not meet the requirements set out in the procurement documents, including the absence of grounds for Supplier exclusion, qualification requirements, quality management system and/or environmental protection management system standards, if applicable;
- 17.4.2. the tender does not correspond to the subject matter of the Procurement, including the requirements set out in the Technical Specification, and would not be able to satisfy the needs and requirements of the contracting entity set forth in the procurement terms for the subject matter of the Procurement;
- 17.4.3. the price offered in the final tender exceeds the funds allocated for the Procurement, determined by the contracting entity before the start of the Procurement procedure, except for the cases provided for in Article 45(1)(5) of the Law on Public Procurement / Article 58(1)(5) of the Law on Procurement;
- 17.4.4. The contracting entity has evidence of cases of collusion or corruption;
- 17.4.5. The Supplier did not correct the arithmetical errors within a reasonable time limit set by the contracting entity or corrected them incorrectly;
- 17.4.6. the supplier did not specify, supplement or explain the requested information within the deadline set by the contracting entity;
- 17.4.7. the final tender indicated an unusually low price:
  - 17.4.7.1. the tenderer does not provide adequate evidence of the reasonableness of the lowest price offered or;
  - 17.4.7.2. the tender does not comply with the environmental protection, social and labour law obligations specified in Article 29(2)(2) of the Law on Procurement;
  - 17.4.7.3. when the contracting entity determines that unusually low prices have been offered because the tenderer has received State aid, the tender may be rejected if the tenderer cannot prove within a sufficient period of time determined by the contracting entity that the State aid was granted legally;
- 17.4.8. the supplier concealed information or provided false information about compliance with established requirements, which the contracting entity can prove by any legal means;

17.4.9. The translation of the document submitted by the supplier does not fundamentally correspond to the content of the submitted original, and he did not provide an explanation to the contracting entity regarding the discrepancy in the translation;

17.4.10. if the supplier who submitted the tender and/or its Sub-suppliers, Business Entities, Third Parties are registered in a country subject to international sanctions, as defined in the Law on the Implementation of the Economic and Other International Sanctions of the Republic of Lithuania;

17.4.11. The supplier's tender may be rejected under at least one of the following conditions:

17.4.11.1. the supplier, its sub-supplier, economic entities whose capabilities are relied upon, the manufacturer of the goods offered by the supplier (including their components) or the persons in charge of them are legal persons registered in the countries or territories specified in the list provided for in Article 92(15) of Public Procurement;

17.4.11.2. the supplier, its sub-supplier, the economic entity whose capabilities are relied upon, the manufacturer of the goods offered by the supplier (including their components) or the persons in charge are natural persons who permanently reside in the countries or territories specified in the list provided for in Article 92(15) of Public Procurement;

17.4.11.3. the origin of the goods offered by the supplier (including their components) is (or the services are provided) from the countries or territories specified in the list provided for in Article 92(15) of Public Procurement;

17.4.11.4. The supplier, its sub-supplier or the economic entity whose capabilities are relied upon have interests that may pose a threat to national security when they themselves or the persons controlling them are registered (if the supplier, its sub-supplier, the economic entity whose capacities are relied upon or the controlling person is a natural person - permanent resident or citizen) in the states or territories specified in the list provided for in Article 92, Part 14 of the The Law on procurement.

17.4.11.5. it is determined that the goods or services offered by the supplier pose a threat to national security when:

17.4.11.5.1. the manufacturer or the person controlling it is registered (if the manufacturer or the person controlling it is a natural person - permanent resident or having citizenship) in the states or territories specified in the prescribed list of Article 92(14) of the Law of Procurement (LP);

17.4.11.5.2. services would be carried out from states or territories specified in the prescribed list of Article 92(14) of the LP.

17.4.11.6. it is determined that the intended tender does not meet the interests of national security;

17.4.11.7. there is information from the competent authorities that the entities with which the tender is to be concluded have interests that may pose a threat to national security;

17.4.11.8. the supplier, its subcontractor, or the economic entity whose capacities are relied upon, conducts activities in the countries or territories listed in Article 92(15) of the of the Law of Procurement (LP), or is a member of a group of economic entities where any member carries out activities in the countries or territories listed in Article 92(15) of the of the Law of Procurement (LP), or is the head, another member of the management or supervisory body, or any other person(s) authorized to represent the supplier, subcontractor, or economic entity whose capacities are relied upon, or to control it, make decisions on its behalf, or enter into contracts, thereby participating in the activities of such groups and/or economic entities.

17.4.12. other grounds for removing a supplier or rejecting a tender provided for in the Procurement Law and procurement conditions are determined.

17.5. The contracting entity may not evaluate the entire tender of the tenderer if, after checking its part, it determines that the tender, following the requirements of the Procurement Law, must be rejected.

18. RANKING OF TENDERS, DECISION ON THE WINNING TENDER AND PLACING OF THE CONTRACT

18.1. In order to make a decision to enter into a procurement contract, the Commission, in accordance with the established evaluation criteria and procedure, immediately examines, evaluates and compares the final tenders of suppliers and determines the ranking of tenders in order of decreasing value for money (except for cases where only one supplier is invited to submit a final tender or the final tender is submitted by only one supplier). In cases where the value for money of several suppliers' tenders is the same, when creating a ranking of tenders, the supplier whose final tender was submitted first is entered in this ranking first.

18.2. Tenders that meet the requirements set out in the procurement documents are evaluated according to the criteria for evaluating the most economically advantageous tender specified in the SPC.

18.3. Having determined the possible winner, the commission applies in writing to the supplier whose tender can be determined as the successful tender, with a request to submit relevant documents within a reasonable time limit set by the commission, which confirm that there are no grounds for exclusion of the supplier and that the supplier meets the qualification requirements.

18.4. In the event that the potential winner does not submit the required documents by the deadline set by the contracting entity, or the documents submitted do not prove compliance with the requirements, the commission rejects this supplier's tender and asks another supplier whose tender can be determined to be the winner to submit the relevant documents.

18.5. The first tender in the ranking is recognised as the winning tender.

18.6. The contracting entity determines the most economically advantageous tender as the winner, if the price of the tender is not too high and unacceptable to the contracting entity. It is considered that the offered price is too high and unacceptable if it exceeds the funds allocated for the procurement of the contracting entity, determined and recorded in the documents prepared by the contracting entity before starting the procurement procedure. If the price indicated in the most economically advantageous tender is too high and unacceptable and the purchasing entity has not specified the amount of funds allocated for the procurement in the procurement documents, other tenders in the ranking cannot be determined as winners.

18.7. The contracting entity offers to conclude a procurement contract to the tenderer whose tender is recognised as the winner. The contracting entity invites to conclude a procurement contract or framework contract in writing, the successful tenderer is given the time by which he must conclude a procurement contract or framework contract.

18.8. The procurement contract or framework contract must be concluded immediately, but not before the end of the standstill period, which cannot be shorter than 10 (ten) days in the case of international procurement; and at least 5 (five) working days in the case of a simplified procurement. If the notification about the decision to determine the winning tender was sent by non-electronic means, this term cannot be shorter than 15 (fifteen) days. The standstill period does not apply when the only interested tenderer is the one with whom the procurement contract is concluded and there are no other interested tenderers.

18.9. If the tenderer who was offered to conclude a procurement contract or framework contract refuses to conclude it in writing or does not submit a document confirming the fulfilment of the procurement contract specified in the procurement documents, or does not sign the procurement contract or framework contract by the time specified by the contracting entity, or refuses to conclude a procurement contract or framework contract concluded under the conditions set out in the procurement documents, including the Invitation to submit a final tender, this tenderer is considered to have refused to enter into a procurement contract. In that case, the contracting entity offers to enter into a procurement contract to the supplier whose final tender according to the ranking of tenders is the first after the supplier who refused to conclude the procurement contract, if the price of the final offer of this tenderer is not too high and is acceptable to the contracting entity.

18.10. When concluding a procurement contract, the price offered by the successful supplier and the procurement conditions specified in the procurement documents (including the final version of the

procurement contract submitted to the suppliers before the submission of the final tender) and the final tender cannot be changed.

18.11. The commission notifies interested tenderers in writing immediately (no later than within 3 (three) working days) of the decision to enter into a procurement contract, indicates the set sequence of tenders, the successful tender, and the exact deadline for postponing the conclusion of the procurement contract. These requirements do not apply when the tender is submitted by only one supplier.

18.12. The contracting entity may decide not to enter into a contract with the supplier who submitted the most economically advantageous tender, if it turns out that the tender does not comply with the obligations of environmental protection, social and labour law specified in Article 29(2)(2) of the PĮ.

18.13. The contracting entity manages information infrastructure of special importance and is considered part of an economic sector that is strategically important for ensuring national security, as provided by the Law of the Republic of Lithuania on companies and facilities of strategic importance for national security and other companies important for ensuring national security. In the light of this, it is required that the goods, services or works offered by the supplier ensure compliance with national security interests and do not pose a threat to national security, and the supplier ensures compliance with requirements of organisational and technical cyber security.

18.14. The contracting entity, being a strategically important part of the economic sector for ensuring national security, managing critical information infrastructure, has the right to consider that the goods, services or works offered by the supplier pose a threat to national security, the supplier does not ensure compliance with requirements of organisational and technical cyber security, when the Government of the Republic of Lithuania has adopted a decision confirming that the intended or already concluded transaction does not meet the interests of national security, in accordance with the NSUSOAĮ. Based on this, the contracting entity acquires the right not to conclude a contract or to terminate an already concluded contract, as provided by the Law on Public Procurement / Law on Procurement.

18.15. The following provisions apply to the conclusion of the contract in accordance with the procedure established by NSUSOAĮ:

18.15.1.1. In accordance with NSUSOAĮ, before concluding a contract, the contracting entity initiates a procedure to determine whether the intended contract is in the interests of national security and whether such a contract can be concluded and executed.

18.15.1.2. If it is intended to conclude a contract that does not meet the interests of national security, it cannot be concluded until the reasons threatening the interests of national security are eliminated, if such reasons can be eliminated.

18.15.1.3. The government of the Republic of Lithuania makes the decision as to whether the intention to conclude a contract is in the interests of national security, in accordance with the procedure established by the NSUSOAĮ. The Coordinating Commission for the Protection of Objects of Importance to Ensuring National Security provides conclusions or recommendations regarding other measures necessary to ensure the interests of national security, related to the protection of objects important for ensuring national security.

18.15.1.4. If the Government of the Republic of Lithuania makes a decision that the contract intended to be entered into by the contracting entity does not meet the interests of national security, or if the Coordinating Commission for the Protection of Objects of Importance to Ensuring National Security submits conclusions or recommendations, as stipulated in point 18.15.1.3., this contract shall not be concluded. In such a case, the Contracting entity addresses the Supplier, who is in second position in the order of tenders, and offers him to conclude a contract in accordance with the procedure established in this section and the Law on Public Procurement / Law on Procurement.

19. DISPUTE RESOLUTION MECHANISM

19.1. The supplier who believes that the contracting entity has not complied with the requirements of the Law on Procurement, the Law on Public Procurement and thereby violated or will violate its legitimate interests, has the right to apply to the district court as a court of first instance for:

19.1.1. cancelling or changing the decisions of the contracting entity that do not comply with the requirements of the Law on Procurement, the Law on Public Procurement;
19.1.2. compensation for damages;
19.1.3. declaration of nullity of the procurement contract;
19.1.4. application of alternative sanctions;
19.1.5. the application of temporary protective measures in accordance with the procedure established by the Code of Civil Procedure of the Republic of Lithuania.

19.2. The supplier has the right to submit a claim to the contracting entity, submit a request or file a lawsuit in court (with the exception of the claim for invalidation of the procurement contract or a claim for declaring the termination of the procurement contract unfounded):
19.2.1. in the case of an international procurement within 10 (ten) days, in the case of a simplified procurement within 5 (five) working days from the date of sending the written notification of the decision made by the contracting entity to the suppliers;
19.2.2. in the case of international procurement within 10 (ten) days, in the case of simplified procurement within 5 (five) working days from the date of publication of the notification of the decision taken by the contracting entity, if there is no requirement to inform the suppliers in writing about the decisions taken by the contracting entity.

19.3. Submission of a claim is a mandatory pre-litigation procedure.

19.4. The contracting entity examines only those supplier claims that were received before the conclusion of the procurement contract and were submitted in accordance with the deadlines set by the PĮ.

19.5. The contracting entity may not enter into a procurement contract or framework contract earlier than 10 (ten) days (in the case of simplified procurements, earlier than 5 (five) working days) from the date of sending a written notification of its decision to the claimant supplier, interested candidates and interested tenderers, and if this notification was not sent by electronic means, no earlier than after 15 (fifteen) days.

19.6. The contracting entity must examine the claim, make a reasoned decision and notify the claimant, interested candidates and interested tenderers in writing about it, as well as about the change in the terms of the procurement procedure, no later than within 6 (six) working days from the date of receipt of the claim.

19.7. If the contracting entity does not examine the claim submitted to it within the set deadline, the supplier has the right to submit a request or bring the matter before the court within 15 (fifteen) days from the day on which the contracting entity had to notify the supplier, interested candidates and interested tenderers in writing about the decision made.