

GENERAL TERMS AND CONDITIONS (GTC) OF PROCUREMENT

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1. DEFINITIONS

General definitions:		
1)	CPP IS	Central Public Procurement Information System, as defined in Article 2 Part 4 of the Law on Public Procurement (https://pirkimai.eviesiejipirkimai.lt).
2)	Negotiations	The stage of the Procurement procedures during which the Purchaser negotiates with the Suppliers selected according to the Terms and Conditions of the Procurement regarding the Tender price and/or other Procurement conditions.
3)	JAA	A joint activity agreement concluded between a group of suppliers united for the purpose of joint activity.
4)	Qualification requirements	The requirements established for suppliers, related to the right to engage in activities, financial and economic, technical and professional capacity.

5)	Successful Tender	The most economically beneficial tender selected by the Procurement Commission in accordance with the requirements of and the Law on Procurement by Contracting Authorities and the Procurement Documents.
6)	Rules for specifying, supplementing or explaining tenders	Rules for specifying, supplementing or explaining tenders, approved by the Order No. 1S-240 of 30 December 2022 of the Director of the Public Procurement Office (the current version).
7)	Grounds for exclusion	Requirements for the Supplier, established in accordance with Article 46 of the Law on Public Procurement.
8)	Procurement	A procurement performed by the Purchaser, regulated by the Law on Procurement by Contracting Authorities and/or the on Public Procurement, the purpose of which is to enter into a Contract for the purchase of the object of Procurement.

9)	Procurement object	Purchased goods and/or services and/or works described in the Technical Specification.
10)	Law on Procurement by Contracting Authorities	The Law on Procurement by Contracting Authorities Operating in the Water, Energy, Transport or Postal Services Sectors of the Republic of Lithuania (the version valid at the start of the Procurement, if the legislation does not provide for a different application).
11)	Law on Public Procurement	Law on Public Procurement of the Republic of Lithuania (the version valid at the start of the Procurement, if the legislation does not provide for a different application).

Interested parties:

12)	Commission	The Commission, which, in accordance with the requirements and procedures established by the Law on Procurement by Contracting Authorities and other legislation, organizes and carries out Procurements.
13)	Quasi-subcontractor	A specialist whose qualifications the Supplier relies on during the Procurement procedures, and who, at the time of submission of the Tender, is not yet an employee of the Supplier or the economic entity whose capabilities the Supplier relies on but is intended to be employed if the Tender is recognized as the successful tender.
14)	Successful Supplier	The Supplier whose tender was recognised to be the winner of the Procurement in accordance with the procedure set forth in these Terms and Conditions of the Procurement.
15)	Purchaser/ Contracting Entity	SE Lithuanian Airports, company code 120864074, VAT payer's code LT208640716, office address: Rodūnios Rd. 10A, 02189 Vilnius.

16)	Subsupplier	A third party (a subcontractor, subsupplier or subprovider) planned to be engaged for the performance of the Contract entered into with the Supplier, who will perform works, supply goods and/or provide services and whose qualifications the Supplier does not rely on to meet the qualification requirements.
17)	Supplier	An economic entity – a natural person, a private legal person, a public legal person, other organizations and their divisions or a group of such persons – who can offer the object of the Procurement or who has submitted a tender in the Procurement organized by the Purchaser.
18)	Economic entity	A third party engaged for the performance of the Contract entered into with the Supplier, whose qualifications the Supplier relies on to meet the qualification requirements.
Procurement Documents:		
19)	General Terms and Conditions of the Procurement, or the GTC	These Terms and Conditions of the Procurement which describe the general procedures of the Procurement, and the procedure for submission, examination and evaluation of Tenders. The present General Terms and Conditions of the Procurement shall apply during all procedures of the Procurement.
20)	Special Terms and Conditions of the Procurement, or the STC	The Special Terms and Conditions of the Procurement which specify the object of the Procurement and the requirements for it, the grounds for exclusion of suppliers, Qualifications Requirements for Suppliers and other requirements, as well as requirements for the submission of tenders, other important procedures and conditions of the Procurement that alter the general procurement procedures described in General Terms and Conditions. The present Special Terms and Conditions of the Procurement shall apply during all procedures of the Procurement.
21)	Terms and Conditions of the Procurement, or the Terms and Conditions	The General Terms and Conditions of the Procurement, the Special Terms and Conditions of the Procurement, the Technical specification, the Tender Form, the Draft Contract and/or Draft Preliminary Contract (if a Preliminary Contract is to be concluded). Any explanations and clarifications shall be considered an integral part of the Terms and Conditions of the Procurement.
22)	Technical Specifications	The Technical Specification, which describes the object of the Procurement and the requirements for it.
23)	European single procurement document (ESPD)	A self-declaration of a Supplier's financial status, abilities and suitability for a public procurement procedure. By this document, the Suppliers declare that they meet the qualification requirements set out in the Procurement Documents, and also that there are no grounds for their exclusion from the Procurement. When an ESPD is used, the

		participants of the tender no longer need to submit all supporting documents together with their Tenders, since the ESPD is used as preliminary evidence, and supporting documents shall be required only from the potential winner.
24)	Tender	The totality of documents and data provided in writing by the Supplier in accordance with the Terms and Conditions set by the Purchaser.
25)	Initial Tender	The totality of initial documents and data provided by the Supplier.
26)	Amended Tender	A tender submitted by the Supplier during the negotiations at the Purchaser's request that changes the Initial Tender.
27)	Final Tender	The totality of the documents submitted by the Supplier, including the documents submitted in the Initial Tender, during the Negotiations (all stages, if the Negotiations are carried out in several stages) and after the Negotiations. In the event that the terms and conditions specified in the previously submitted documents are being changed during or after the Negotiations, the last changes made shall be considered an integral part of the Final Tender.
28)	Contract	The Contract which discusses the rights and obligations of the Parties to the Contract, responsibilities, general principles of the Contract, terms and conditions, describes the object of the Procurement, its scope, requirements, the price (the price rates), payment conditions, procedure and other information important for the performance of the Contract. The Contract is entered into between the Supplier and the Purchaser (if a Preliminary Contract is being concluded – the Contract shall be concluded on the basis of the Preliminary Contract), according to the Terms and Conditions of the Procurement.
29)	Preliminary Contract	An agreement entered into between the Supplier(s) and the Purchaser, the purpose of which is to determine the terms and conditions applicable to Contracts to be entered into within a specified period of time. <u>If the Procurement envisages the conclusion of a Preliminary Contract, all the provisions provided for in these terms and conditions of the procurement that mention the concept of the Contract shall be valid for the Preliminary Contract.</u>
30)	Unsuitable Tender	A tender that does not correspond to the object of the Procurement and which without substantial changes would not be able to meet the needs and requirements of the Purchaser set or the object of the Procurement in the Procurement Documents.
31)	Unacceptable Tender	A tender that manifests the characteristics specified in Article 2 Clause 6 of the Law on Procurement by Contracting Authorities.

Other definitions used in the Documents are defined in the Law on Procurement by Contracting Authorities or the Law on Public Procurement. The Procurement shall be carried out in accordance with the requirements of the Law on Procurement by Contracting Authorities, and if the necessary definitions and/or procedure is not defined therein, the relevant provision of the Law on Public Procurement shall apply.

2. GENERAL PROVISIONS

- 2.1. The Purchaser, in carrying out the public procurement procedures for the purchase of the object of the Procurement, has prepared the following Terms and Conditions of the Procurement: The General Terms and Conditions of the Procurement, the Special Terms and Conditions of the Procurement, the Technical Specification, the Tender Form, the Contract (or the essential terms of the intended Contract) and their annexes.
- 2.2. Chapter 1 of the Special Terms and Conditions of the Procurement indicates whether it is aimed during the Procurement to conclude a Preliminary Contract or a Contract. If it is indicated that the Procurement is being carried out in order to conclude a Preliminary Contract, drafts of the Preliminary Contract and the Contract that is to be concluded on the basis of the Preliminary Contract shall also be attached.
- 2.3. In the event there are inconsistencies between different Procurement Documents, the principle of document primacy shall apply in the following sequence:
 - 2.3.1. Procurement announcement;
 - 2.3.2. Clarifications and explanations of the Terms and Conditions of the Procurement;
 - 2.3.3. Technical Specification;
 - 2.3.4. Draft Contract with annexes (or the essential terms of the Contract);
 - 2.3.5. Special Terms and Conditions of the Procurement;
 - 2.3.6. General Terms and Conditions of the Procurement;
 - 2.3.7. Tender Form.
- 2.4. The Procurement shall be carried out in compliance with the principles of equality, non-discrimination, transparency, mutual recognition, proportionality, confidentiality and impartiality.
- 2.5. The Purchaser shall not reimburse the Suppliers for any costs related to obtaining the Terms and Conditions of the Procurement, preparation and submission of Tenders to participate in the Procurement, as well as costs related to: 1) copying and printing of documents, postal or courier services, preparation or sending of drawings and photographs; 2) business trips and meetings, transportation, accommodation, salaries, fees for lawyers, consultants, engineers and other hired persons, document management and state taxes, participation in the Negotiations, as well as other costs related to participation in the Procurement.
- 2.6. Any relations between the Purchaser and the Suppliers shall be regulated by the Terms and Conditions of the Procurement and the legal acts of the Republic of Lithuania. Any disputes between the Purchaser and the Suppliers shall be resolved in accordance with the procedure established by the laws and other legal acts of the Republic of Lithuania.
- 2.7. By submitting his Tender, the Supplier confirms his agreement with the following Procurement procedures as well as the Terms and Conditions of the Procurement and the Contract. These documents have been prepared in accordance with best practices and statutory requirements that are mandatory.
- 2.8. The Terms and Conditions of the Procurement have been prepared in accordance with the Law on the State Language of the Republic of Lithuania. The Terms and Conditions of the Procurement are presented on the Central Public Procurement Information System (CPP

IS) in the Lithuanian language (unless otherwise provided for in Part 1 of the Special Terms and Conditions of the Procurement).

- 2.9. The Purchaser shall have the right to terminate the initiated Procurement procedures on his own initiative, if circumstances arose that could not have been foreseen, or fundamental errors were made in the Procurement Documents as a result of which the Procurement would no longer be appropriate or if it occurred, a procurement object would be purchased that would not meet the Purchaser's needs. The Purchaser shall terminate the initiated Procurement procedures if the principles established in Article 29 Part 1 of the Law on Procurement by Contracting Authorities has been violated, and the relevant situation cannot be rectified without incurring by the Purchaser any liability towards the Suppliers. Likewise, the Purchaser, in case of termination of the Procurement, shall not compensate the Supplier for any costs incurred due to participation in the Procurement.
- 2.10. The procedure of the performance of the Procurement:
 - I. Submission of Initial Tenders by Suppliers;
 - II. Evaluation of the Initial Tenders, ESPD and other documents submitted by Suppliers (which are requested to be submitted);
 - III. Negotiations (following the procedure set forth in Chapter 12 of the General Terms and Conditions of the Procurement);
 - IV. Submission of the Final Tenders by Suppliers;
 - V. Evaluation of the Final Tenders;
 - VI. Evaluation of the qualifications of the potential winner and/or the requirements for the application of the grounds for exclusion and/or the quality management system and/or the environmental protection management system standards, including documents regarding compliance with national security requirements;
 - VII. Establishment of the queue of tenders and the Successful Tender.

3. OBJECT OF THE PROCUREMENT

- 3.1. The object of the Procurement is specified in Chapter 2 of the Special Terms and Conditions of the Procurement. The scope of the object of the Procurement and its requirements are provided for in the Technical Specification.
- 3.2. If specific models or sources, specific processes or brands, patents, types, specific origin or production are used to describe the object of the Procurement, the object(s) of the Procurement offered by the Supplier shall be considered equivalent if they comply with all requirements provided for in the Technical Specifications. If a specific standard, technical certificate or general technical specifications are specified in the Terms and Conditions of the Procurement, the Technical Specification or other Procurement Documents when describing the object of the Procurement, the latter shall comply with the specified specific standard, technical certificate or general technical specifications or equivalent specifications.

4. GROUNDS FOR EXCLUSION OF SUPPLIERS, REQUIREMENTS FOR THE QUALIFICATION OF SUPPLIERS

- 4.1. Requirements for the absence of grounds for exclusion, qualification requirements and/or requirements for compliance with the standards of the quality management system and/or environmental protection management system and/or other requirements and documents confirming the compliance with these requirements (hereinafter collectively referred to as "Requirements for Suppliers") are set for suppliers in the annexes of the Special Terms and Conditions of the Procurement.

- 4.2. Suppliers intending to participate in the Procurement procedures must not have grounds for exclusion and must meet the requirements set for suppliers. A Supplier must have obtained the required qualifications by the end of the deadline for submission of the Initial Tenders.
- 4.3. In order to prove the absence of grounds for the Supplier's exclusion and the Supplier's compliance with the Requirements for Suppliers, the Supplier shall provide information as specified in Chapter 3 of the Special Terms and Conditions of the Procurement. The Supplier shall submit a European single procurement document (ESPD) as primary evidence when submitting his Initial Tender.
- 4.4. When submitting the Initial Tender, the Supplier shall provide an ESPD as primary evidence – a relevant declaration replacing the documents issued by the competent authorities and preliminarily confirming that the Supplier and the entities on whose capabilities the Supplier intends to rely on meet the Requirements for Suppliers set out in the Procurement Documents.
- 4.5. If the Procurement is divided into lots of the Procurement object, and the Supplier submits a Tender for more than one lot of the Procurement object, then just one ESPD shall be filled in and submitted for all lots of the Procurement object altogether.
- 4.6. By submitting an ESPD, the Supplier declares that he understands the consequences of providing false information, which are described in Article 63 of the Law on Procurement by Contracting Authorities.
- 4.7. The ESPD shall be filled in by the Supplier, each member of the group of suppliers (if the tender is submitted by a group of suppliers), each economic entity whose capabilities the Supplier relies on. The Purchaser shall require the submission of documents confirming the absence of grounds for exclusion and the compliance with the Requirements for Suppliers only from the Supplier whose Tender based on the evaluation results could be recognized as the winner (within a reasonable period determined by the Purchaser before the priority order of the Tenders is determined).
- 4.8. In order to demonstrate compliance with the Qualification Requirements for the right to operate in a European Union member state, a Supplier registered in the European Economic Area member state, the Swiss Confederation or a third country may submit documents issued by the competent authorities of the Supplier's country of origin, however, such Supplier shall have the obligation, within a reasonable time, to apply to the relevant authority of the Republic of Lithuania regarding the issuance of a document on the recognition of the right of operation. Documents confirming the qualifications of the Supplier registered in a foreign country may be issued in Lithuania after the final date of submission of Tenders but must be submitted to the Purchaser before the date of signing the Contract. If such documents are not submitted to the Purchaser by the date of signing the Contract, the Contract shall not be concluded and the Purchaser shall acquire the right to use the security of the validity of the Supplier's Tender (if required), as provided for in Chapter 5 of the Special Terms and Conditions of the Procurement.
- 4.9. If the Supplier whose Tender may be recognized as successful has, at the Purchaser's request, submitted all documents proving the Purchaser's compliance with the information specified in the ESPD and Requirements for Suppliers, the documents confirming the qualification of other Suppliers shall not be verified.
- 4.10. Documents confirming that the Supplier meets the Requirements for Suppliers may not be required if the Purchaser:
 - 4.10.1. Has the option to access these documents or information directly and free of charge by connecting to the national database in any member state or using the CPP IS tools;
 - 4.10.2. Already has these documents from previous procurement procedures.
- 4.11. If there are grounds for exclusion of the Supplier, or if the Supplier does not meet the Requirements for Suppliers, or if the Supplier had not specified/explained the submitted

documents within the deadline established by the Purchaser, such Supplier's Final Tender shall be rejected in accordance with Clause 13.1.2 Item f of the General Terms and Conditions of the Procurement and the documents confirming the compliance with the Requirements for Suppliers of the next Supplier listed behind the Supplier who has been excluded and who could have been recognized as the winner according to the evaluation results shall be verified.

- 4.12. If the Supplier's qualification for the right to engage in the relevant activity was not verified or was not verified in full, the Supplier undertakes before the Purchaser that the Contract will be performed only by persons with such a right.
- 4.13. If a group of entities operating under a joint activity (partnership) agreement (JAA) participates in the Procurement, an ESPD shall be provided by each member of the group of entities separately.
- 4.14. When the Supplier engages economic entities whose capabilities he intends to rely on in order to meet the qualification requirements related to the required education, professional qualification or professional experience or the requirement to have a special permit or be a member of certain organizations, etc., the Supplier's ESPD and the ESPDs of these economic entities shall be submitted together with the Initial Tender .
- 4.15. It shall not be required to submit ESPDs for the Suppliers whose qualifications the Supplier does not intend to rely on.

5. REQUIREMENTS FOR A GROUP OF SUPPLIERS UNITED FOR JOINT ACTIVITIES

- 5.1. When submitting an Initial Tender, a group of Suppliers united for joint activities shall also submit a copy of their joint activity agreement (JAA). The JAA shall provide for:
 - 5.1.1. Information about the composition of the group of Suppliers and the obligations assumed by each partner;
 - 5.1.2. A clearly defined authorization of the members of the group of Suppliers to one of the partners to manage common matters related to this Procurement: to prepare and submit to the Purchaser a Tender with annexes, to receive and submit a security of the performance of the Tender and the Contract (if this is required by the Procurement Documents), and, upon winning the Procurement tender, to conclude a Contract on behalf of the group of Suppliers with the Purchaser, to provide invoices and all necessary reports for settlements, to accept all and any settlements of the Purchaser in accordance with the Contracts. It is hereby noted that invoices shall be provided by the partner representing the group of suppliers with whom the Contract will be concluded;
 - 5.1.3. The joint and several liability of all JAA members for the non-fulfilment or improper fulfilment of the obligations in respect to the Purchaser arising from this Procurement or the Contract concluded on its basis (including such joint obligations arising from the Contract, which in essence would last longer than the deadlines of the Contract or JAA);
 - 5.1.4. The provision that the replacement of the members included in the JAA shall be considered to make a fundamental violation of the Contract, with the exception of the exceptions provided for in the laws of the Republic of Lithuania, and upon receipt of the prior written consent of the Purchaser.
- 5.2. The Purchaser shall not require that after the Final Tender submitted by a group of Suppliers united for joint activities is recognized as the winning one and the proposal to enter into the Contract is made, this group of Suppliers would acquire a certain legal form.

6. **REQUIREMENTS FOR ECONOMIC ENTITIES, SUBSUPPLIERS, QUASI-SUBSUPPLIERS**

- 6.1. The Supplier may rely on the capabilities of other economic entities to meet the requirement set out in the Purchaser's Procurement Documents to have a special permit or to be a member of certain organizations, mutatis mutandis applying the provisions of Article 47 Part 2 of the Law on Public Procurement, the established requirements for financial and economic capacity, mutatis mutandis applying the provisions of Article 47 Part 3 of the Law on Public Procurement, or the requirements of technical and professional capacity, mutatis mutandis applying the provisions of Article 47 paragraph 6 of the Law on Public Procurement, regardless of the legal nature of the relations with those economic entities.
- 6.2. If education or professional qualifications are required, mutatis mutandis applying Article 51 Part 7 Item 7 of the Law on Public Procurement, or professional experience, the Supplier may rely on the capabilities of other economic entities only if those entities themselves will provide services themselves and perform works that requires their existing capabilities.
- 6.3. When the Supplier wishes to rely on the capabilities of other economic entities, he shall prove to the Procurement that the resources of the economic entities on whose capabilities he relies on will be available to him during the performance of the Contract. Such evidence can be a declaration of consent to be a Subsupplier, a memorandum of agreement, a contract or a preliminary contract entered into with an economic entity, etc.
- 6.4. The participation of an economic entity with the rights of the a subsupplier shall be unlimited, i.e. Tenders shall be accepted if the same economic entity submits a Tender individually and as a Subsupplier or economic entity of another Supplier whose capacity is relied upon, or submits a Tender as a member of a group of economic entities united for joint activities and as a Subsupplier or economic entity of another Supplier whose capacity is relied upon, or participates as a Subsupplier in the submission of Tenders from different Suppliers (including the engagement of an economic entity in order to meet the qualification requirements).
- 6.5. When submitting the Initial Tender, the Supplier shall indicate which economic entities, whose capacities are relied upon, and quasi-subsuppliers he intends to use for the purpose of the compliance with the Qualification Requirements. The Supplier shall also indicate for which part of the Contract he intends to engage them.
- 6.6. If an economic entity whose capacity is relied upon is not indicated in the Initial Tender, the Supplier will not be able to rely on the capacities of this economic entity. However, if the economic entity specified in the Initial Tender does not meet the requirements set for it, it may be replaced by an economic entity that meets the requirements within the deadline set by the CPP IS correspondence tools.
- 6.7. If the Supplier intends to engage subsuppliers (whose capabilities the Supplier does not rely on) for the performance of the Contract, then in the Tender Form he shall indicate for which part of the Contract and which subsuppliers he intends to engage. If such subsuppliers are not known, then the Supplier shall be able to provide this information later if he is recognised as the winner and the Contract shall be concluded with him, but no later than the performance of the Contract starts.
- 6.8. When the Supplier relies on the capacities of other economic entities for the compliance with the economic and financial capacity qualification requirements set out in the Terms and Conditions of the Procurement, the Supplier and the economic entities whose capacities are relied on shall assume joint and several responsibilities for the performance of the Contract.
- 6.9. If the economic entity, whose capabilities the Supplier relies on, does not meet the Qualification Requirements set for him or if his situation meets at least one of the grounds for exclusion determined by the Contracting Authority, the Supplier shall, at the request of

the Contracting Authority, replace within the set deadline such economic entity with another economic entity that meets the requirements.

- 6.10. Before the conclusion of the Contract but no later than the performance of the Contract starts, the Supplier shall notify the Contracting Authority of the names, contact details and their representatives of the subsuppliers known at that time, submit declarations issued by these subsuppliers declaring that their resources will be available to the Supplier during the entire period of performance of the Contract and, if required, documents confirming that these subsuppliers have the right to carry out the relevant activities and have the necessary qualifications.
- 6.11. If the Supplier or the economic entities engaged by him cannot provide documents confirming the compliance with the Qualification Requirements because such documents are not issued in the relevant country or the documents issued in that country do not cover all the issues raised, they can be replaced by a sworn declaration or, in countries where it is not applicable, an official declaration by the Supplier (economic entity), which he has presented to a competent legal or administrative authority, a notary or a competent professional or trade organization in his country of origin or the country from which he arrived.

7. REQUIREMENTS FOR THE SUBMISSION OF TENDERS

- 7.1. Any Supplier may submit only one Tender for the Procurement, regardless of whether he submits a Tender as an individual Supplier or as a member of a group of Suppliers united on the basis of a JAA.
- 7.2. The same economic entity may be listed as a subsupplier in the Tenders of different Suppliers. Likewise, a Supplier who has submitted a Tender independently, or who participates in the Procurement on the basis of a JAA, may be a subsupplier of other companies that have submitted tenders for the participation in the same Procurement, except for those cases where there is reasonable evidence that such behaviour of economic entities should be qualified as a prohibited agreement.
- 7.3. A Tender must be submitted in accordance with the requirements of the Terms and Conditions of the Procurement, by filling in the Tender Form. Together with the Tender, the documents specified in Chapter 4 of the Special Terms and Conditions of the Procurement must be submitted.
- 7.4. Suppliers that submit their Tenders must carefully familiarise with and comply with all the instructions, forms and annexes contained in the Terms and Conditions of the Procurement.
- 7.5. If the documents submitted together with the Tender are submitted in electronic form, i.e. they are directly formed by electronic means, such documents must be provided in the following formats: doc, docx, adoc, pdf, xls, xlsx, jpg, jpeg, pps, ppsx, tif, tiff, gif, jsfc and zip or as a file automatically generated in the xml format on the website <https://ebvpd.eviesiejipirkimai.lt/espd-web/> (when an ESPD is provided). In the event that the documents are submitted in data file formats other than those specified by the Purchaser and, despite the Purchaser's request, the Supplier does not specify the provided inaccurate or incomplete data, i.e. the documents are not submitted in one of the formats specified in this Clause or are submitted in a damaged document that cannot be opened with the use of the applications designed to read the formats mentioned above, such a Supplier's Tender shall be rejected on the basis of the relevant grounds specified in Clause 13.1.2 Item c of the General Terms and Conditions of the Procurement.
- 7.6. The Tender shall specify which information contained in it is considered confidential. Information, which, according to the legal acts of the Republic of Lithuania, is public or cannot be considered confidential or whose confidentiality the Supplier cannot substantiate

- by providing evidence, cannot be considered confidential (https://vpt.lrv.lt/uploads/vpt/documents/files/mp/konfidenciali_informacija.pdf). The entire Tender of the Supplier cannot be considered confidential information.
- 7.7. If the Contracting Authority has doubts about the confidentiality of the information specified in the Supplier's Tender, it shall ask the Supplier to prove why the specified information is confidential. If the Supplier does not provide such evidence or provides inadequate evidence within the deadline specified by the Contracting Authority, which cannot be shorter than 3 working days, such information shall be considered not to be confidential.
- 7.8. The Tender and other correspondence and documents may be submitted in the languages specified in Chapter 4 of the Special Terms and Conditions of the Procurement. If relevant documents (certificates, certifications, etc.), technical descriptions or similar documents proving compliance with the requirements set out in the Terms and Conditions of the Procurement are issued in languages other than those specified in Chapter 4 of the Special Terms and Conditions of the Procurement, in this case, a translation of the documents into at least one language specified in Chapter 4 of the Special Terms and Conditions of the Procurement shall be attached to these documents.
- 7.9. Should the Purchaser have doubts about the quality of the translation of a document included in the Tender and/or its compliance with the original content of the document, the Purchaser shall have the right to request the Supplier to submit a translation of this document into the Lithuanian language, certified by the translator's signature and the seal of the translation office.
- 7.10. It shall not be allowed to submit Alternative Tenders, unless otherwise stated in Chapter 1 of the Special Terms and Conditions of the Procurement.
- 7.11. The Supplier shall indicate the proposed price or costs of the Procurement object by filling in the Tender Form and its annexes (if applicable). When calculating the price or costs, all components of the price, the requirements of the Technical Specification, etc., shall be taken into account. The price or costs shall include all fees and all costs of the Supplier, including the costs incurred for the submission of invoices via the means of the information system "E. account" ("E. sąskaita").
- 7.12. The Tender price (including all price components and price rates, if any) shall be expressed in euros, rounding the price no more than to two decimal places, unless otherwise specified in the Special Terms and Conditions of the Procurement or the Tender Form.
- 7.13. The terms and conditions of payments shall be defined in the Contract. In cases where it is stated in Chapter 1 of the Special Terms and Conditions of the Procurement that a Draft Contract has not been prepared during the Procurement, the terms of payment shall be set out in the Special Terms and Conditions of the Procurement, along with other essential terms of the Contract.
- 7.14. The Tender and its annexes (the forms of which shall indicate the need of the presence of the signature of an authorized person) shall be signed with physical signatures of an authorized person or with a valid qualified electronic signature. If a set of documents is signed with a valid qualified electronic signature, it shall not be required to sign each document separately.
- 7.15. The Final Tender provided by the Supplier may be encrypted. The procedure for encrypting tenders is available at <https://vpt.lrv.lt/lt/pasiulymu-sifravimas>.

8. DEADLINES FOR THE SUBMISSION OF TENDERS

- 8.1. Information on the deadlines for the submission of Tenders is provided for in the CPP IS and in the invitations to submit Tenders.

- 8.2. Before the deadline for the submission of Tenders, the Supplier may change or withdraw his Tender without losing the right to the security of the validity of his Tender (if any). Such a change or notification that the Tender is cancelled shall be recognized as valid provided the Purchaser has received it before the end of the deadline for submission of Tenders.
- 8.3. The Purchaser shall have the right to extend the deadline for the submission of Tenders. The new final date for the submission of Tenders shall be published on the CPP IS.
- 8.4. The Purchaser shall not be responsible for Tenders that were not received or received late due to malfunctions of information tools or other unforeseen circumstances.
- 8.5. The Supplier must evaluate the possible malfunctions of the CPP IS and other systems and not delay the submission of the Tender until the last minute.

9. PROCEDURE FOR REVIEWING SUBMITTED TENDERS

- 9.1. The Tenders submitted by the CPP IS electronic means before the deadline for the submission of Tenders shall be reviewed by the CPP IS electronic means immediately after the deadline specified in the CPP IS and in the Procurement announcement, or in the revised announcement (if the submission deadline had been postponed).
- 9.2. The Suppliers who submitted the Tenders or their representatives shall not participate in the review procedure specified in Clause 9.1 of the General Terms and Conditions of the Procurement.

10. VALIDITY OF TENDERS AND SECURITY OF THE VALIDITY OF TENDERS

- 10.1. Time limit requirements for the validity of Tenders:
 - 10.1.1. The Initial Tender shall be valid for 120 days from the deadline for the submission of the Initial Tenders;
 - 10.1.2. The Amended Tender (if submitted) shall be valid for 120 days from the deadline for submission of the Amended Tenders;
 - 10.1.3. The Final Tender shall be valid for 120 days from the deadline for the submission of the Final Tenders;
- 10.2. Suppliers, along with the Tenders, shall submit a document securing the validity of the Tender (a bank guarantee or a surety letter from an insurance company), if this is provided for in the Special Terms and Conditions of the Procurement.
- 10.3. Whether it is required to provide a security of the validity of Tenders is specified in Chapter 5 of the Special Terms and Conditions of the Procurement. In addition, in Chapter 5 of the Special Terms and Conditions of the Procurement, the amount of the security of the validity of the Tender is indicated. The security of the validity of the Tender must be valid for no less than the validity of the Supplier's Tender.
- 10.4. The document securing the validity of the Tender must state the commitment of the bank or insurance company to irrevocably and unconditionally pay the Purchaser the amount specified in Chapter 5 of the General Terms and Conditions of the Procurement within 10 (ten) working days after the first written demand, without having to substantiate the claims, only by stating in the letter that there are one or more circumstances present provided for in Clause 10.8 of the General Terms and Conditions of the Procurement, naming these circumstances.
- 10.5. The Supplier, before submitting the Initial Tender, may request that the Purchaser confirm the acceptability of the document securing the validity of the Initial Tender. Upon receiving such a request, the Purchaser shall respond no later than within 3 working days from the date of receipt of the request. Confirmation of the acceptability of the document securing the

validity of the Tender does not cancel the right of the Purchaser to later reject the security of the validity of the Tenders based on the fact that the Supplier has become insolvent or has not fulfilled or improperly fulfilled his obligations before the Purchaser or other economic entities.

- 10.6. The Purchaser, upon the Supplier's request, undertakes to submit a waiver of the right to security in writing no later than within 10 calendar days, when the Supplier's Tender is rejected, the Contract with the Successful Supplier enters into force, or the Procurement procedures are terminated.
- 10.7. During the Procurement procedure, as well as after the suspension of the Procurement procedures due to the application of temporary protective measures, the Purchaser may request that the Supplier extend the validity of the Tender until the specified term. The Supplier may reject such a request without losing the right to enforce the validity of its Tender, if it has been requested. The Supplier who agrees to extend the validity period of his Tender and notifies the Purchaser about this in writing, simultaneously extends the validity period of the Tender or submits a new document confirming the validity of the Tender, if it has been requested. If the Supplier does not respond to the Purchaser's request to extend the Tender validity guarantee period, does not extend it or does not provide a new Tender validity guarantee, his Tender shall be rejected in accordance with Clause 13.1.1f of the General Terms and Conditions of the Procurement.
- 10.8. The Purchaser shall have the right to require the bank or insurance company to pay the amount specified in the Tender validity security provided:
 - 10.8.1. During the validity period of the Tender, the Supplier withdraws his Tender;
 - 10.8.2. The Supplier has provided false information in his Tender, which the Purchaser can prove by any legal means;
 - 10.8.3. The Successful Supplier refuses or does not arrive to conclude a Contract at the specified time or does not sign it within the specified period.
- 10.9. If a bank guarantee is being provided, it must be issued by a bank incorporated in the Republic of Lithuania or another European Union member state or a European Economic Area state or by another international bank with a minimum rating of BBB- (BBB minus) by Fitch Ratings or Standard & Poor's or Baa3 by Moody's. The Tender must be secured by an unconditional, irrevocable, first demand bank guarantee issued in accordance with the established procedure and approved rules. The law of the Republic of Lithuania must be applicable to the guarantee, and the disputes between the Parties in relation to it shall be resolved in accordance with the procedure established by the laws of the Republic of Lithuania.
- 10.10. If a surety letter from an insurance company has been submitted, a copy of the payment for the surety letter shall be submitted as well.

11. EXAMINATION AND EVALUATION OF TENDERS

- 11.1. Tenders shall be examined, compared and evaluated by the Commission. Tenders shall be examined and evaluated confidentially, without the presence of Suppliers or their authorized representatives. If it is determined that the Supplier directly or indirectly tried to influence the decisions made by the Commission in any way, the Commission shall reject his Tender. In the event that Negotiations are carried out during the Procurement, the Commission shall not provide the Suppliers with information about the results of the evaluation of other Suppliers' Initial Tenders.
- 11.2. If the Supplier has provided inaccurate, incomplete or erroneous documents or data on compliance with the requirements of the Procurement Documents or these documents or data are missing, the Purchaser may, without violating the principles of equality and

transparency, ask the Supplier to clarify, supplement or explain these documents or data within a reasonable deadline established by the Purchaser. Tenders shall be revised, supplemented or clarified in accordance with the rules for the revision, supplementation or clarification of Tenders.

- 11.3. Only the members of the Procurement Commission and experts invited by it, the representatives of the Public Procurement Office, the Purchaser's Manager and other persons and authorities entitled to access this information according to the laws of the Republic of Lithuania shall be able to familiarize with the information related to the examination and evaluation of Tenders.
- 11.4. Upon evaluation of the information provided in the ESPDs, the Purchaser shall notify each Supplier separately of the results of his ESPD check.
- 11.5. Should the Supplier fail to submit an ESPD together with the Initial Tender, or submits an ESPD that was not filled in in accordance with the procedure established by the Special Terms and Conditions of the Procurement, or did not submit the ESPDs of all the representatives of the group of Suppliers united for joint activities or the economic entities whose capacities are relied on, the Purchaser shall request the Supplier to submit properly filled in or missing ESPDs within a reasonable deadline.
- 11.6. Only those Suppliers whose Tenders will not be rejected on the grounds provided for in Clause 13.1 of the General Terms and Conditions of the Procurement shall have the right to participate in further Procurement procedures.
- 11.7. The Purchaser shall have the right not to evaluate the entire Tender of the Supplier if, after checking a part of it, he determines that, following the Terms and Conditions of the Procurement, the Tender must be rejected. In applying this provision, the Tender may not be rejected due to the fact that the price specified in it exceeds the funds allocated for the Procurement provided the most economically beneficial Tender is selected based on the cost or price or cost-quality ratio and the Contracting Authority has not specified the amount of funds allocated for the Procurement in the Procurement Documents, except in cases where all received Tenders are being rejected.
- 11.8. The Commission shall examine whether:
 - 11.8.1. The Tender meets the requirements, conditions and criteria set out in the announcement on the Procurement and the Terms and Conditions of the Procurement;
 - 11.8.2. The Final Tenders do not offer abnormally low prices. The price or costs of the goods, services or works specified in the Tender shall be considered to be unusually low in all cases, if they are 30% or more lower than those of all Suppliers whose Tenders were not rejected for other reasons and whose offered prices do not exceed the arithmetic average of the funds allocated for the Procurement, established and recorded in the documents prepared by the Contracting Authority before starting the Procurement procedure, as well as the offered prices or costs;
 - 11.8.3. The price or costs indicated in the Final Tenders are not excessive and unacceptable to the Purchaser. The proposed price/cost shall be considered excessive and unacceptable if it exceeds the funds allocated to the Procurement by the Purchaser, established and recorded in the documents prepared by the Purchaser before the start of the Procurement procedure. If the price indicated in the most economically beneficial Tender is too high and unacceptable and the Purchaser has not indicated the amount of funds allocated for the Procurement in the Procurement Documents, other Tenders included in the Tender queue cannot be recognized as successful. The amount of funds allocated for the Procurement, established and recorded in the documents prepared by the Contracting Authority before starting the Procurement Procedures, may be changed when it is not specified in the Procurement Documents, the price specified in the Tender that is most economically beneficial to the Contracting Authority is acceptable and the Contracting Authority can

justify the acceptability and compatibility of this price with the principle of rational use of the funds.

11.9. Should the Commission establish that an unusually low price or cost have been proposed, it shall contact the Supplier who has proposed such a price or cost by the CPP IS means and request to provide, in its opinion, the necessary details of the Tender, including the components and calculations of the price or cost.

11.10. The Final Tenders shall be evaluated in accordance with the procedure specified in Chapter 1 of the Special Terms and Conditions of the Procurement:

<p>11.10.1. In the event that the evaluation criterion is the price or costs:</p>	<p>11.10.2. In the event that the evaluation criterion is the price-to-quality or cost-to-quality ratio:</p>
<p>a) After evaluating the Suppliers' Final Tenders and the potential winner's compliance with the Requirements for Suppliers, the Purchaser shall approve the queue of Tenders in order of decreasing economic value (in order of increasing prices) and shall determine the Successful Tender. No queue shall be established when only one Supplier is invited to submit a Tender or when only one Supplier submits a Tender, or after the Tender have been evaluated, only one Supplier remains).</p> <p>b) The Final Tender shall be recognized as the Successful Tender (and if it is specified in Chapter 2 of the Special Terms and Conditions of the Procurement that the Procurement Object is divided into lots – for each lot of the Procurement Object separately) that meets all the requirements set forth in the Procurement Documents and whose Final Tender price in EUR excluding VAT will be the lowest. When several Final Tenders are submitted at the same prices, when establishing the queue of Tenders, the Supplier who submitted the Final Tender at the earliest (if the Supplier did not submit the Final Tender, his Initial Tender shall be considered to be the Final Tender, in accordance with Clause 12.5.12 of General Terms and Conditions of the Procurement) shall be placed on a higher position in this queue.</p> <p>c) In the event that a Preliminary Contract will be concluded during this Procurement, several Final Tenders may be recognized as Successful Tenders (the number of such Tenders is specified in Chapter 1 of the Special Terms and Conditions of the</p>	<p>a) After evaluating the Suppliers' Final Tenders and the potential winner's compliance with the Requirements for Suppliers, the Purchaser shall approve the queue of the Suppliers' Final Tenders in the order of decreasing economic value (decreasing number of points) and determine the Successful Tender. No queue shall be established when only one Supplier is invited to submit a Tender or when only one Supplier submits a Tender, or after the Tender have been evaluated, only one Supplier remains).</p> <p>b) The Final Tender shall be recognized as the Successful Tender (and if it is specified in Chapter 2 of the Special Terms and Conditions of the Procurement that the Procurement Object is divided into lots – for each lot of the Procurement Object separately) that meets all the requirements set forth in the Procurement Documents and which will be the most economically beneficial according to the criteria points collected. When several Final Tenders are evaluated with the same amount of points, when establishing a queue of Tenders, the Supplier who submitted the Final Tender at the earliest (if the Supplier did not submit the Final Tender, his Initial Tender shall be considered to be the Final Tender, in accordance with Clause 12.5.12 of General Terms and Conditions of the Procurement) shall be placed on a higher position in this queue.</p> <p>c) In the event that a Preliminary Contract will be concluded during this Procurement, several Final Tenders may be recognized as Successful Tenders (the number of such</p>

<p>Procurement) that meet all the requirements set out in the Procurement Documents, and whose Final Tender prices in EUR excluding VAT will be the lowest. In the case of a smaller number of Suppliers, all those Tenders that meet the requirements set out in the Terms and Conditions of the Procurement shall be recognized as the Successful Tenders.</p>	<p>Tenders is specified in Chapter 1 of the Special Terms and Conditions of the Procurement) that meet all the requirements set out in the Procurement Documents, and which will be the most economically beneficial. In the case of a smaller number of Suppliers, all those Tenders that meet the requirements set out in the Terms and Conditions of the Procurement shall be recognized as the Successful Tenders.</p>
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- 11.11. The Purchaser, having established the queue of Tenders in order of decreasing economic value (except for the case when no queue is established) and having made a decision on the Successful Tender, shall inform the Suppliers about this.
- 11.12. Upon a written request from any Supplier to indicate the reasons for the rejection of his Tender, the Purchaser shall respond promptly, but in any event no later than within 15 calendar days from the date of receipt of such request.
- 11.13. The Purchaser, who has rejected a Supplier’s Tender on the grounds provided for in Chapter 13 of the General Terms and Conditions of the Procurement, shall notify the Supplier of the rejection of the Tender.
- 11.14. After the submission of the Final Tender, only documents or data may be revised, supplemented, clarified and new ones may be submitted, which are permitted to be revised, filled in, explained, and submitted in accordance with the rules for the revision, supplementation or clarification of Tenders.

12. NEGOTIATIONS AND THEIR PROCEDURE

12.1. Chapter 1 of the Special Terms and Conditions of the Procurement shall state what the Negotiations will be about:

<p>12.1.1. When negotiating the Supplier’s Tender:</p>	<p>12.1.2. When negotiating the Supplier’s Tender and the Terms and Conditions of the Procurement:</p>
<p>a) Negotiations shall be conducted in case of non-compliance with the Technical Specification of all the characteristics of the Procurement object specified in the Supplier’s Tender, including the price, except for the conditions specified in Item b. b) The Terms and Conditions of the Procurement, including Technical Specifications, Tender evaluation criteria and procedure, pricing, the final result of the Negotiations recorded in the Final Tenders, the law applicable to the Contract, the currency of payment, the conditions of the claims/disputes handling procedure shall not be negotiable.</p>	<p>a) Negotiations may be conducted regarding all the characteristics of the object to be purchased specified in the Supplier’s Tender, including the price, non-compliance with the Technical Specification and Terms and Conditions of the Procurement, except for the conditions specified in Item b. b) The criteria and procedure for evaluating the Tender, pricing, the final result of the Negotiations recorded in the Final Tenders, the law applicable to the Contract, the currency of payment, the conditions of the procedure for handling claims/disputes shall not be negotiable; besides, during the Negotiations, the essential conditions of the Procurement Documents specified in Chapter 1 of the Special Terms and Conditions of the Procurement shall not be changed.</p>

- 12.2. Negotiations will be conducted only with those Suppliers who submit their Initial Tenders in the Procurement, and they meet the minimum requirements. Submission of the Tender by submitting the filled in Tender Form (Requirements for Preparation and Submission of Tenders) shall be considered the minimum requirements.
- 12.3. Negotiations will be conducted until the invitation to submit the Final Tender. The Purchaser shall have the right to carry out Negotiations on the Procurement documents, i.e., to change, alter or supplement the Procurement Documents before the day of dispatch of the invitation to submit Final Tenders to the Suppliers, in accordance with the provisions of Article 75 of the Law on Procurement by Contracting Authorities. If changes are made to the Procurement Documents during the Negotiations (when this is provided for in the Special Terms and Conditions of the Procurement), the Purchaser shall request to submit the Amended Tenders and continue the Negotiations until the day of dispatch of the invitation to submit Final Tenders to the Suppliers.
- 12.4. Negotiations shall be conducted during the Negotiation meetings and/or by conference call, and/or by electronic means of communication, and/or by the means by which the Procurement is carried out. The Supplier shall be informed about the method of the Negotiations along with an invitation to participate in the Negotiations.
- 12.5. General procedure for conducting Negotiations:
- 12.5.1. Negotiations shall be conducted until the day of dispatch of the invitation to submit Final Tenders to the Suppliers. The essential terms and conditions, which cannot be negotiated during the Procurement, are specified in Chapter 1 of the Special Terms and Conditions of the Procurement;
- 12.5.2. When informing the Suppliers about the start of the Negotiations, the Purchaser shall also inform the Suppliers about the method of the Negotiations;
- 12.5.3. Negotiations shall be conducted with each Supplier separately;
- 12.5.4. Suppliers shall be invited to the Negotiations in a random order;
- 12.5.5. During the Negotiations, the same requirements shall be applied to all Suppliers, and the same opportunities and the same information shall be provided;
- 12.5.6. The Purchaser may decide to organize several stages of Negotiations. Suppliers shall be informed at the beginning of the Negotiations about the number of stages of the Negotiations;
- 12.5.7. The Purchaser shall have the right to organize as many Negotiations meetings as necessary, in accordance with the procedure established in the Law on Procurement by Contracting Authorities and the procedure specified in the Purchaser's notices to the Suppliers;
- 12.5.8. Together with the invitation to the Negotiations meeting, the Purchaser can provide the Supplier with information what issues or part of the issues will be discussed during the Negotiation meeting, and can also ask the Suppliers to provide information necessary for the Negotiation meeting;
- 12.5.9. Minutes of all Negotiation meetings shall be made. The Purchaser's representatives shall be responsible for drawing up the minutes. The minutes shall be drawn up and signed (coordinating the minutes with the Supplier) during the Negotiation meeting or the minutes shall be submitted for signing by the Purchaser to the Supplier by the means by which the Procurement is being carried out. The minutes of the Negotiation meeting shall be signed by the chairman of the Negotiation meeting and the authorized representative(s) of the Supplier. If the Supplier does not sign the minutes, it shall be considered that the Negotiation meeting did not take place and all the Supplier's information provided during the Negotiation meeting shall not be evaluated;
- 12.5.10. If the Supplier does not arrive at the Negotiation meeting at the specified time or the Supplier cannot be contacted by teleconference, it shall be considered that the Supplier has no questions regarding the Terms and Conditions of the Procurement and that he agrees to

- all the requirements of the Terms and Conditions of the Procurement. For the avoidance of doubt, it should be noted that the Supplier's non-participation in the Negotiation meetings shall not be considered to be the reason for the Supplier's exclusion from the Procurement procedures;
- 12.5.11. If the Purchaser decides to end the Negotiations, all the Suppliers shall be submitted along with the invitation to submit their Final Tenders the final documents of the Terms and Conditions of the Procurement, which were changed during the Negotiations (when the Negotiations were conducted not only for the Supplier's Tender), and the Purchaser shall set a deadline (which shall be no shorter than 1 (one) working day), for the Suppliers to submit their Final Tenders.
- 12.5.12. The last Tender submitted by the Supplier who submitted the Initial Tender but did not submit the Final Tender (the Initial Tender (including revisions and/or additions made during the Negotiations, if any)), shall be considered as the Final Tender. If Negotiations are being conducted and the Supplier is being invited to submit an Amended Tender, not submission by the Supplier the Amended Tender shall be considered as a refusal to participate in further procurement procedures and the Initial Tender submitted by the Supplier shall not be considered to represent the Final Tender;
- 12.6. The Purchaser shall have the right to request that the Supplier, by means of which the Procurement is carried out, indicate in advance the names and surnames of all the Supplier's representatives who wish to participate in the Negotiation meetings or Tender presentations as well as the organizations they are employed at.
- 12.7. Only persons duly authorized by the Supplier may participate in Negotiations meetings. At the Purchaser's request, the Supplier's representatives shall provide documents confirming their personal identity and authorizations. The representatives of the Supplier who fail to submit the above-mentioned documents shall be prohibited from participating in the Negotiations meetings. If all of the Supplier's representatives who came to the Negotiations meeting do not submit the aforementioned documents, it shall be considered that the Supplier did not attend the Negotiations meeting. In such a case, the Purchaser shall record this fact in the minutes, which shall be certified by the authorized persons who came to the Negotiations, and a copy of these minutes shall be provided to the Supplier by means by which the Procurement is being carried out.
- 12.8. Negotiations shall be conducted in Lithuanian and/or English. The Purchaser shall inform the Suppliers about the language used during the Negotiations in the invitation to the Negotiations. If the Supplier presents information in languages other than Lithuanian or English at the Negotiations meeting, a high-quality translation into Lithuanian or English must be ensured at the Supplier's expense during the entire Negotiation meeting or the presentation of the Tenders.
- 12.9. After the Suppliers have submitted their final price offers, the most economically beneficial Tender shall be determined based on the Tender evaluation criteria.
- 12.10. The procedure of Negotiations, when the Supplier's Tender and the Terms and Conditions of the Procurement are being negotiated:
- 12.10.1. After evaluating the Suppliers' Initial Tenders, the first stage of Negotiations shall be carried out. In the first stage of Negotiations with the Suppliers, while searching for the most acceptable solutions, the requirements of the Technical Specification and the terms and conditions of the Contract shall be negotiated;
- 12.10.2. In the course of the Negotiations, the Purchaser shall have the right to adjust the Terms and Conditions of the Procurement (when the Negotiations are not only being carried out on the Supplier's Tender). The Purchaser can make changes at his discretion or in accordance with the Tenders of the Suppliers, without changing the essential conditions specified in Chapter 1 of the Special Terms and Conditions of the Procurement;

- 12.10.3. After the first stage of the Negotiations, the Suppliers shall be notified of the changes to the Procurement Documents, according to which the Suppliers will have to submit the Amended Tenders, which must fully comply with the requirements set out in the amended Procurement Documents;
- 12.10.4. After evaluating the Suppliers' Amended Tenders, the second stage of the Negotiations shall be conducted, where only the Supplier's Tender will be negotiated. Negotiations on other conditions of the Procurement Documents will not be possible, i.e., the terms and conditions recorded in the first stage of the Negotiations, except for the Supplier's Tender, shall not be changed, except in cases where a decision is made to re-negotiate the Terms and Conditions of the Procurement;
- 12.10.5. After the second stage of the Negotiations, the Suppliers shall ought to submit their Final Tenders. The values of the qualitative evaluation criteria specified in the Final Tenders must coincide with the values provided in the Suppliers' Amended Tenders, and the price value may not be higher than that agreed upon in the second stage of the Negotiations.
- 12.10.6. The number of stages of the negotiation shall not be limited, i.e. in accordance with the procedure indicated above, more stages of the Negotiations than specified may be organized, but only until the day of dispatch of the invitation to submit Final Tenders to the Suppliers. Once the Suppliers are invited to submit their Final Tenders, the Negotiations cannot be resumed.

13. REASONS FOR REJECTION OF TENDERS

- 13.1. The Tender submitted by a Supplier shall be rejected in the following cases:
 - 13.1.1. It is unacceptable when at least one of the following conditions is present:
 - a. It does not meet the requirements set out in the Terms and Conditions of the Procurement for the absence of grounds for exclusion of suppliers, does not meet the Qualification Requirements, the quality management system and/or environmental protection management system standards, if applicable;
 - b. The price indicated in the Final Tender exceeds the funds allocated for the Procurement, determined by the Purchaser before the start of the Procurement procedure, except for the cases provided for in Clause 11.8.3 of the General Terms and Conditions of the Procurement and Article 58 Part 1 Item 5 of the Law on Procurement by Contracting Authorities;
 - c. The Tender was received too late;
 - d. The Purchaser has evidence of cases of illegal collusion or corruption in relation to the Tender;
 - e. An unusually low price or an unusually low cost was offered in the Supplier's Final Tender and the Supplier, at the Purchaser's request, did not provide a written justification for the components of the unusually low price or costs or did not otherwise justify the unusually low price or costs by the specified deadline;
 - f. The Supplier does not respond to the Purchaser's request to extend the security of the validity of the Tender, does not extend it or does not provide a new security of the validity of the Tender or does not provide an extended security of the validity of the Tender (when requested).
 - 13.1.2. The Final Tender is unsuitable when it does not meet the requirements set for the object of Procurement, including the requirements set out in the Technical Specification, and could not satisfy the needs and requirements set for the object of Procurement in the Terms and Conditions of the Procurement:

- a. The Supplier did not correct the arithmetical errors within a reasonable period set by the Purchaser or corrected them improperly;
- b. The Supplier has provided false information about compliance with the established requirements, including the information specified in the ESPD provided by the Supplier, which the Purchaser can prove by any legal means. In such a case, the Purchaser, following the provisions of Article 63 of the Law on Procurement by Contracting Authorities, also publishes information about such Supplier on the CPP IS;
- c. The Supplier has not clarified, specified, supplemented or submitted the documents specified in the Terms and Conditions of the Procurement and submitted together with the Tender, including documents of compliance with national security requirements, within the deadline set by the Purchaser, and repeated addresses to the Supplier are not possible, following the rules for clarifying, supplementing or explaining the Tenders;
- d. If the Tender price and/or the price rate excluding VAT specified in the Supplier's Final Tender exceeds the Tender price and/or the price excluding VAT specified in the Supplier's Initial Tender (Amended Tender (if applicable)) and the Supplier, at the Purchaser's request, does not provide an explanation on the reasonable circumstances of the increase of the Tender price by the specified deadline;
- e. The Supplier and/or the contract intended to be concluded with him contradicts the sanctions implemented in the Republic of Lithuania, as stipulated in the Law on International Sanctions of the Republic of Lithuania and other European Union and international legal acts, and/or following the Law on Enterprises and Facilities of Strategic Importance to National Security and Other Enterprises of Importance to Ensuring National Security of the Republic of Lithuania, the provisions of other legal acts of the Republic of Lithuania, the resolutions of the Government of the Republic of Lithuania and/or the conclusion of the Commission for Coordination of Protection of Objects of Importance to Ensuring National Security (hereinafter referred to as the Coordination Commission) are recognized as not complying with the national security interests;
- f. Within the deadline set by the Purchaser, the Supplier did not specify/explain the provided inaccurate or incomplete data about the absence of grounds for exclusion of him and/or engaged economic entities and/or compliance with the Qualification Requirements and/or compliance with national security requirements and/or compliance with environmental protection management systems standards, and repeated appeals to the Supplier are not possible, according to the rules for specifying, supplementing or clarifying Tenders; In specific cases of defects in the Tender specified in the Special Terms and Conditions of the Procurement or other Procurement documents (when it is indicated that the non-submission of such specific documents/data or their group leads to the rejection of the Tender, and they are not submitted along with the Tender) the opportunity to clarify, supplement, explain the Tender cannot be provided;
- g. In other cases specified in the Law on Procurement by Contracting Authorities, Law on Public Procurement and these Terms and Conditions of the Procurement.

14. **REQUIREMENTS FOR NATIONAL, CYBER AND INFORMATION SECURITY**

- 14.1. Chapter 1 of the Special Terms and Conditions of the Procurement specifies whether Clauses 14.2–14.3 of this Chapter shall apply.
- 14.2. The employees of Suppliers and/or economic entities, whose capacities are relied on, and/or the employees of Subsuppliers who, according to the list of duties approved by the Purchaser, would be given the right to enter the airfields at Vilnius (VNO) or Kaunas (KUN) or Palanga (PLQ) branches unaccompanied due to the functions or the works assigned to

them, must comply with the criteria specified in Article 17 Part 2 of the Law on the Protection of Objects of Importance to Ensuring National Security of the Republic of Lithuania.

- 14.3. The Purchaser shall require to submit documents confirming compliance with the criteria specified in Article 17 Part 2 of the Law on the Protection of Objects of Importance to Ensuring National Security of the Republic of Lithuania after the signing the Contract. The Purchaser shall have the right to start the verification procedures of the above-mentioned persons in advance (these procedures can be completed even after the signing of the Contract). The Purchaser may request from the Supplier, whose Tender can be recognized as successful based on the results of the evaluation, before the signing the Contract to provide the consents of the employees appointed by the Suppliers, of the economic entities whose capacities are relied on, and/or sub-suppliers, who, according to the list of duties approved by the Purchaser, would be given the right to enter the airfields at Vilnius (VNO) or Kaunas (KUN) or Palanga (PLQ) branches unaccompanied due to the functions or the works assigned to them, to be inspected and/or information and documents confirming the absence of the circumstance provided for in Article 17 Part 2 Items 3, 7 and 9 of the Law on the Protection of Objects of Importance to Ensuring National Security of the Republic of Lithuania. At the Purchaser's request, the Supplier shall also provide additional documents necessary to assess whether the mentioned persons comply with the requirements of Article Part 2 of the Law. The Supplier must estimate all costs related to this inspection procedure.
- 14.4. In case of the bases provided in the Law on the Protection of Objects of Importance to Ensuring National Security of the Republic of Lithuania, the Purchaser shall notify the Coordination Commission of the intended contract.
- 14.5. If, in accordance with Article 13 of the Law on the Protection of Objects of Importance to Ensuring National Security of the Republic of Lithuania, the verification of this Procurement, as a transaction concluded by the Purchaser, for compliance with national security interests shall be performed, a Contract with the Successful Supplier will be concluded only if, in accordance with the provisions of the Law on the Protection of Objects of Importance to Ensuring National Security of the Republic of Lithuania, it will be recognized that the contract concluded with the Successful Supplier does not conflict with national security interests. The Successful Supplier undertakes to provide all the documents necessary to verify the contract concluded with the Successful Supplier for compliance with national security interests.
- 14.6. If, in accordance with the provisions of the Law on the Protection of Objects of Importance to Ensuring National Security of the Republic of Lithuania, it is recognized that the conclusion of the Contract with the Successful Supplier does not meet the interests of national security, in such a case, at the Purchaser's option, the next first Supplier in the Tender queue shall be offered to sign the Contract or the Procurement shall be terminated without applying due to this any liability to the Purchaser, and without compensating the Supplier any costs incurred due to participation in the Purchase.
- 14.7. The goods (including their manufacturers), services and works offered by the Supplier must not pose a threat to national security. The Purchaser, who manages the infrastructure of critical importance, shall consider that the goods (including their manufacturers), services or works offered by the Supplier pose a threat to national security, when the Government of the Republic of Lithuania passes a resolution confirming that the intended transaction (contract) does not meet the interests of national security in accordance with Article 13 Part 11 of the Law on the Protection of Objects of Importance to Ensuring National Security of the Republic of Lithuania. The manager of the information infrastructure of special importance (the Purchaser) shall apply to the Coordination Commission for verification of the compliance of the transaction intended to enter into with national security interests, and

in the event that the Coordination Commission requires the submission of additional documents from another Party to the transaction, such a Party shall be obliged to submit them.

- 14.8. Chapter 1 of the Special Terms and Conditions of the Procurement specifies whether Clauses 14.9–14.12 of this Chapter shall apply.
- 14.9. The Suppliers, economic entities whose capacities are relied on, and Sub-suppliers who are not registered (if the Supplier, economic entity or Sub-supplier is a natural person – who are not permanent resident) in a member state of the European Union, a member state of the North Atlantic Treaty Organization or a third country that has signed the international agreements specified in Chapter 4 of the Law on the Protection of Objects of Importance to Ensuring National Security of the Republic of Lithuania may not participate in the Procurement, which is related to information infrastructure of critical importance.
- 14.10. The Purchaser shall manage the technological risks that may arise during the performance of the Contract, in accordance with the provisions of the Law on Cyber Security of the Republic of Lithuania and the legal acts implementing it, and the procedure established in the Description of Organizational and Technical Cyber Security Requirements Applicable to Cyber Security Entities, approved by the Resolution No. 818 of 13 August 2018 of the Government of the Republic of Lithuania “On the Implementation of the Law on Cyber Security of the Republic of Lithuania”.
- 14.11. The Supplier undertakes to ensure the compliance with the organizational and technical cyber security requirements provided for in the Law on Cyber Security of the Republic of Lithuania, the Resolution No. 818 of 13 August 2018 of the Government of the Republic of Lithuania “On the Implementation of the Law on Cyber Security of the Republic of Lithuania and other legal acts, as well as the Supplier shall have to follow the provisions of the Purchaser’s information security and cyber security requirements during the performance of the Contract.
- 14.12. During the performance of the Contract, the Purchaser can perform checks whether the Supplier complies with the requirements of the specified laws and internal documents of the Purchaser.

15. DISPUTE RESOLUTION PROCEDURE

- 15.1. The Supplier, wishing to challenge the Purchaser’s decisions or actions before the conclusion of the Contract, shall have the right to submit a claim to the Purchaser:
 - 15.1.1. Within 5 (five) working days from the day of dispatch of the Purchaser’s written notification about the decision made by him to the Suppliers, and if this notification was not sent by electronic means, within 15 (fifteen) days from the day of dispatch the notification to the Suppliers;
 - 15.1.2. Within 5 (five) working days from the day of announcement of the decision taken by the Purchaser, if there is no requirement provided for in the Law on Procurement by Contracting Authorities or the Law on Public Procurement to notify the Suppliers in writing about the decisions made by the Purchaser.
- 15.2. In order to ensure uniform interpretation of the requests submitted by the Supplier, the Supplier, when submitting a claim to the Purchaser, must clearly indicate in writing that the request submitted by him must be considered to be a claim.
- 15.3. The Purchaser, having received the Supplier’s written claim, shall not be able to enter into the Contract earlier than 5 working days after the day of dispatch the written notification of the decision made by the Purchaser to the Supplier who has submitted the claim.
- 15.4. The Purchaser shall examine the claim, make a reasoned decision and notify the Supplier who submitted the claim, as well as interested Suppliers, in writing about it, as well as about

the change in the previously announced Procurement Procedure deadlines (if any), no later than within 6 (six) working days from the date of receipt of the claim.

- 15.5. Repeated claims by the Supplier for the same decision made or action taken by the Purchaser shall not be heard.

16. TERMS AND CONDITIONS OF THE CONTRACT

- 16.1. The Contract shall be entered into with the Successful Supplier.
- 16.2. If it is specified in Chapter 2 of the Special Terms and Conditions of the Procurement that the Procurement object is divided into lots, separate Contracts shall be concluded for each lot of the Procurement object. If several or all lots of the Procurement object are won by the same Supplier, one Contract may be concluded with him for all the lots won.
- 16.3. The Supplier, whose Tender will be recognized as successful, shall submit to the Contracting Authority a properly executed, compliant with the requirements of the legislation of the Republic of Lithuania and the Contract, an unconditional and irrevocable security (guarantee) of the fulfilment of the terms and conditions of the Contract issued by a bank or an insurance company in paper or electronic form (signed by the bank's or insurance company's original secure electronic signature that meets the requirements of legislation, which the Contracting Authority must be able to check without hindrance) and all accompanying documents (originals) (if required).
- 16.4. Requirements for securing the performance of the Contract, and the value of the security of the performance of the Contract is indicated in the Special Terms and Conditions of the Contract. Whether the security of the performance of the Contract is required is specified in Chapter 8 of the Special Terms and Conditions of the Procurement.
- 16.5. The following provisions shall apply to the conclusion of the Contract in accordance with the procedure established by the Law on the Implementation of Economic and Other International Sanctions of the Republic of Lithuania (hereinafter - the Law on the Implementation of Sanctions) and other international legal acts:
- 16.5.1. Before concluding the Contract, the Purchaser shall check whether the performance of the intended Contract will not conflict with the mandatory international sanctions implemented in the Republic of Lithuania, as defined in the Law on the Implementation of Economic and Other International Sanctions of the Republic of Lithuania and other international legal acts as well as the legal acts of the European Union and Republic of Lithuania (at least one of the applicable sanctions).
- 16.5.2. If it is determined that the performance of the intended Contract will conflict with the mandatory international sanctions implemented in the Republic of Lithuania (at least one of the applicable sanctions), as defined in the Law on the Implementation of Economic and Other International Sanctions of the Republic of Lithuania and other international legal acts as well as the legal acts of the European Union and Republic of Lithuania, no Contract will be concluded with the Successful Supplier. In such a case, the Purchaser shall address the participant who is second in the list of Tenders and offer him to enter into a Contract in accordance with the procedure established in this Chapter and the Law on Procurement by Contracting Authorities.
- 16.6. Should the Supplier, who was offered to enter into a Contract, refuses to conclude it in writing, or does not sign the Contract by the deadline specified by the Contracting Authority, or refuses to enter into the Purchase Contract under the conditions specified in the Law on Procurement by Contracting Authorities and Procurement documents, or a group of Suppliers does not establish a legal entity, as stipulated in Article 94 Part 4 of the Law on Procurement by Contracting Authorities, it shall be considered, that he (they) refused to enter

into the Contract. In the event that the Supplier does not submit a document confirming the security of the performance of the Contract specified in the Procurement Documents or does not fulfil other conditions for its entry into force specified in the Contract, it shall be considered that he has refused to enter into the Contract by the deadline specified by the Contracting Authority. In such a case, the Contracting Authority shall offer to enter into a Contract the Supplier whose Tender, according to the established queue of Tenders, is the first after the Supplier who refused to enter into the Contract or did not provide a security of the performance of the Contract or did not fulfil other conditions for the entry into force of the Contract, provided the conditions set out in Article 58 Part 1 of the Law on Procurement by Contracting Authorities are met.

- 16.7. The Successful Supplier, with whom the Contract will be concluded, shall not have the right to transfer his obligations under the Contract to a third party, unless otherwise specified in the Contract or legal acts.
- 16.8. The essential terms of the Contract are specified either in the Special Terms and Conditions of the Procurement, or a draft Contract shall be provided along with the Procurement Documents (Special Terms and Conditions of the Contract and the General Terms and Conditions of the Contract).
- 16.9. If during the performance of the Contract the other Party processes personal data on behalf of the Purchaser as a data processor, or if the Purchaser transfers personal data to the Supplier, a data processing agreement must be concluded upon signing the Contract or immediately after signing the Contract. If the need to process personal data becomes apparent after signing the Contract, a data processing agreement shall be signed by the Parties immediately, but no later than before the start of personal data processing. The Parties to the Contract shall not be able to change the conditions of the Procurement by means of a data processing agreement, including the provisions of the Contract, and/or change the economic balance in favour of the Supplier.
- 16.10. The Purchaser shall not enter into a Contract with the Supplier who submitted the most economically beneficial Tender in the following cases:
 - 16.10.1. The Purchaser becomes aware that the Supplier, whose Tender has been recognized as the most economically beneficial, does not comply with the environmental protection, social and labour law obligations specified in Article 29 Part 2 Item 2 of the Law on Procurement by Contracting Authorities. In such a case, the Supplier who is second in the list of Tenders and meets the requirements set out in the Terms and Conditions of the Procurement shall be proposed to enter into a Contract.
 - 16.10.2. When in accordance with the provisions of the Law on the Protection of Objects of Importance to Ensuring National Security of the Republic of Lithuania, it is recognized that the transaction concluded with the Successful Supplier would be in contrary to national security interests;
 - 16.10.3. When following the provisions of the Purchaser's Articles of Association, the Purchaser's Board does not approve the intended transaction (contract).
- 16.11. Taking into account the applicable pricing, when concluding the Contract, the price and/or price rates, costs or other conditions provided for in the Successful Supplier's Tender or the price of the Contract (when it is published) or the price rates shall not be changed. In the event that the Purchaser himself must pay VAT to the State budget for the Procurement object purchased in accordance with the procedure established by the laws regulating taxes and their implementing legislation, this tax included in the Tender price or costs shall be deducted when concluding the Contract.

17. PROVISION OF INFORMATION

- 17.1. The Terms and Conditions of the Procurement can be explained and/or specified both at the initiative of the Purchaser and at the initiative of the Suppliers by addressing the Purchaser through the CPP IS correspondence means.
- 17.2. Suppliers must be proactive and submit questions or requests for clarification/specification of the Procurement Documents immediately after analysing them, taking into account the fact that the deadline for submitting questions and requests is limited, i.e., a request for clarification/specification of the Procurement Documents must be submitted no later than 6 (six) days before the end of the deadline for submission of Tenders.
- 17.3. If the information is requested in due time, the Contracting Authority shall provide it to all Suppliers no later than 4 (four) days before the end of the deadline for submission of Tenders.
- 17.4. Any clarification/specification shall be considered to be an integral part of the Procurement Documents and its provisions shall prevail over the provisions set forth in the previous Procurement Documents.
- 17.5. When the Supplier applies for an explanation or clarification of the Procurement Documents: The deadline for submitting the Tenders shall be extended, if the explanation or clarification of the Procurement Documents is submitted when less days are left than specified in Clause 17.3 of the General Terms and Conditions of the Procurement (the Purchaser shall not be obliged to extend the deadline when additional information was not requested in due time or it does not have a significant impact on the preparation of Tenders) or significant changes were made to the Procurement Documents;
- 17.6. All clarifications/specifications of the Procurement Documents shall be attached via the CPP IS to other Procurement Documents and sent to the Suppliers via the CPP IS correspondence means, without disclosing from whom the request to provide such an explanation or clarification was received;
- 17.7. Deadlines for the submission of Tenders can be extended at the initiative of both the Purchaser and the Suppliers. If the deadline is extended at the request of a Supplier, the identity of the Supplier from whom the request for the extension of the deadline was received shall not be disclosed.
- 17.8. The Purchaser shall follow the procedures specified in this Chapter when clarifying/specifying the Purchase Documents on his own initiative.
- 17.9. Interested Suppliers may ask the Purchaser for the option to familiarize themselves with the Successful Tender from the date of submission of the Purchaser's notification of the decision to determine the Successful Tender to the Suppliers until the end of the postponement period. In this case, the deadline set in Article 108 Part 1 of the Law on Procurement by Contracting Authorities and the postponement deadline shall be extended for an additional deadline, counting it from the date of submission of the interested Supplier's request to the Purchaser to provide the Successful Tender for familiarization until the said Tender is provided to the interested Supplier. If the Successful Tender is provided on the same day when the request was made, the deadline set in Article 108 Part 1 of the Law on Procurement by Contracting Authorities and the postponement deadline shall be extended by 1 working day. The Purchaser can provide the Successful Tender to the interested Suppliers by submitting the information provided for in Article 68 Part 1 of the Law on Procurement by Contracting Authorities. The Purchaser shall not provide information if its disclosure is contrary to the legislation regulating information and data protection or public interests, violates the legitimate commercial interests of a particular Supplier or has a negative impact on Suppliers' competition.