

DYNAMIC PURCHASING SYSTEM (DPS) DOCUMENTS

INSURANCE SERVICES

1. GENERAL PROVISIONS, SCOPE OF THE SUBJECT MATTER OF THE PROCUREMENT

1.1.	Purchaser	JSC Lithuanian Airports
1.2.	Subject matter of the procurement	Insurance services The subject matter of the Procurement is described in Annex 1 to these documents. The specific requirements for the subject matter to be procured will be set out in the documentation for the specific procurement to be carried out under the Dynamic Purchasing System (hereafter referred to as DPS) (hereafter referred to as the specific procurement).
1.3.	Categorisation the subject matter of the procurement	The DPS is divided into the following categories: Category 1 - General and operational civil liability insurance services; Category 2 - Civil liability insurance services for executives and senior managers; Category 3 - Voluntary occupational health insurance services; Category 4 - Employee accident insurance services; Category 5 - Insurance services for movable and immovable property; Category 6 - Cyber risk insurance services; Category 7 - Mobile equipment insurance services. A Supplier may submit a tender for one, several or all categories. Tenders will be evaluated separately for each category. Suppliers who have applied for only one part of the DPS categories before the deadline for the submission of tenders may, at any time during the validity of the DPS, apply for the other DPS categories.
1.4.	Maximum amount of the subject matter of the procurement during the duration of the DPS	Category 1 – 382.300,00 EUR excluding VAT; Category 2 – 103.000,00 EUR excluding VAT; Category 3 – 1.063.000,00 EUR excluding VAT; Category 4 – 23.000,00 EUR excluding VAT; Category 5 – 472.000,00 EUR excluding VAT; Category 6 – 44.000,00 EUR excluding VAT; Category 7 – 84.700,00 EUR excluding VAT.
1.5.	DPS validity period	DPS validity period - 36 months The validity period of the DPS may be modified: the Purchaser has the right to shorten or extend the fixed period of validity of the DPS, provided that the maximum estimated volume of the DPS is not exceeded.
1.6.	The DPS is carried out in accordance with	<ul style="list-style-type: none"> these DPS documents;

		<ul style="list-style-type: none"> the provisions of the Procurement Law of the Republic of Lithuania concerning procurement by contracting entities in the field of water management, energy, transport or postal services (hereinafter referred to as the PL); the Civil Code of the Republic of Lithuania, other legal acts regulating procurement, in accordance with the principles of equality, non-discrimination, transparency, mutual recognition, proportionality, confidentiality and impartiality.
1.7.	Procurement value	International procurement
1.8.	Procurement implementation means	Central Public Procurement Information System (CPP IS)
1.9.	Application of the accelerated procedure	Shorter time limits for the DPS procedure do not apply.
1.10.	Deadline for submission of initial tenders	No later than the deadline specified in the CPP IS
1.11.	Contact person	Neringa Karalienė, telephone number: + 370 61213756, email: n.karaliene@ltou.lt
1.12.	Language of the procurement conditions	Lithuanian and English
1.13.	Deadline for evaluation of tenders	No later than 20 working days from the date of receipt. This time limit may be extended to 25 working days in the case of the first tenders received after the call for tenders.
1.14.	The DPS documentation includes	<ul style="list-style-type: none"> Procurement notice; These DPS documents (with annexes); Explanations/clarifications of the DPS documents, as well as answers to suppliers' questions (if any); Other information provided by the Purchaser by means of the CPP IS.
1.15.	Other Special Provisions	<ol style="list-style-type: none"> The subject matter of a specific procurement may be divided into parts. The Supplier who is invited to submit a tender for a specific procurement will be required to tender for the full quantity/volume of the specific subject matter of the specific procurement or of a part of the subject matter of the specific procurement (if subdivided into parts). In the case of a specific procurement, tenders not rejected by the Purchaser will be evaluated and compared on the basis of price or cost and quality ratio, or on the basis of cost calculated according to the whole life cost method, or price. Observers will not be invited to attend the Tender Committee meetings. The key terms used in the DPS documents are defined in the PL. The Purchaser shall assume that all Suppliers submitting tenders are familiar with the DPS documents, legal acts of the Republic of Lithuania regulating the application of procurement instruments and procedures, the conclusion and performance of procurement contracts,

		and any other legal acts, the provisions of which may have an impact on any relations between the Purchaser and the Suppliers arising out of and/or in connection with this procurement. All legal acts of the Republic of Lithuania are available in an online database at https://www.e-tar.lt/portal/lt/index .
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2. OPERATION OF THE DPS

- 2.1. By carrying out this Procurement, a DPS is created. Suppliers may submit tenders throughout the whole period of validity of the DPS. Suppliers whose tenders comply with the requirements set out in these documents and who are allowed to participate in the DPS will be invited to submit tenders for the specific subject matter of the procurement in accordance with the Purchaser's requirements.
- 2.2. The deadline for the submission of initial tenders is set out in clause 1.10 of these conditions.
- 2.3. The DPS shall be deemed to be established when the Purchaser has evaluated the initial supplier applications received, including the qualification documents and information on the absence of grounds for exclusion, and has included the suppliers meeting the requirements of the DPS in the resulting DPS (or a specific category of the DPS, if applicable), provided that there are eligible tenders received. In the event of non-receipt of tenders by the deadline for the submission of initial tenders, or the rejection of all tenders, the procurement of the DPS shall be terminated and no DPS shall be created.
- 2.4. Suppliers who have submitted a tender in an DPS procurement have the right to withdraw or amend their tender both before and after the deadline for the submission of initial tenders and throughout the duration of the DPS. They shall inform the Purchaser thereof by means of the CPP IS correspondence.
- 2.5. Suppliers authorised to participate in the DPS may, at any time and without giving any reason whatsoever, refuse to continue to participate in the DPS and withdraw from it. If the DPS is divided into categories, suppliers may withdraw from one, several or all of the categories of the DPS in which they have been authorised to participate.
- 2.6. Suppliers withdrawing from the DPS or any of the categories of the DPS shall not be subject to any penalties or other sanctions, except for any liability they may incur as a result of the withdrawal of tenders or refusal to award a contract in a Specific Tender, namely withdrawal from the DPS shall not prohibit the Purchaser from exercising the security provided by the supplier in respect of the validity of the tender in the specific tender or from seeking compensation from the court. The Supplier shall also remain in any event responsible for the performance of the contracts concluded.
- 2.7. If the Supplier withdraws and submits a new (amended) tender during the evaluation of the tender, the Purchaser shall be entitled to re-examine the tender in accordance with the time limits set out in the PL. In the event of a new tender submitted during the validity of the DPS, or if it is submitted/amended after the deadline for the submission of initial tenders, the Purchaser shall evaluate the tender in accordance with the time limits set out in the PL.
- 2.8. Negotiations are prohibited at any time during the lifetime of the DPS.
- 2.9. The number of suppliers in the DPS is unlimited.
- 2.10. The Purchaser shall notify the Supplier of the outcome of the evaluation of its tender (either the admission to participate in the DPS or the rejection of its tender) by means of correspondence via the CPP IS, no later than 1 (one) working day after the date of the decision.
- 2.11. The first specific tender may only be launched once all the tenders received by the deadline for the submission of initial tenders for the DPS have been evaluated and the DPS has been created.
- 2.12. Invitations for subsequent specific tenders will also be sent to suppliers who have submitted a tender after the deadline for initial tender submissions and who, after evaluation, will be allowed to participate in the DPS. It is noted that invitations to participate in a specific procurement will be sent only after the evaluation of the supplier's tender.

- 2.13. The contract will only be awarded to the successful DPS provider of the specific procurement.
- 2.14. In the call for a specific procurement, the Purchaser will provide the following information:
- 2.14.1. the internet address at which the DPS documents are published in the CPP IS and a link to the contract notice;
- 2.14.2. the deadline for the submission of specific procurement, the language(s) in which the specific procurement is to be prepared. The time limit for the submission of specific procurements shall be set at a minimum of 10 (ten) calendar days in the case of an international procurement, and 7 (seven) calendar days in the case of a simplified procurement, unless the Purchaser agrees a shorter time limit with the suppliers to whom the invitation is addressed.
- 2.14.3. the Technical Specification for the specific procurement;
- 2.14.4. a draft of the specific tender contract, or the essential terms of the contract if no draft contract is provided;
- 2.14.5. the procedure for evaluating specific tenders and the evaluation criteria;
- 2.14.6. any other information the Purchaser considers relevant.
- 2.15. The Supplier shall submit a specific tender to the CPP IS in order to be awarded the Contract.
- 2.16. Specific tenders must be submitted before the deadline for the submission of specific procurements.
- 2.17. The Purchaser shall conclude the contract with the Supplier whose specific tender is declared successful in accordance with the draft contract annexed to the specific contract documents or the essential terms and conditions of the contract.

3. MEANS OF COMMUNICATION BETWEEN THE PURCHASER AND THE SUPPLIER

- 3.1. Communication between the Purchaser and the Supplier during the DPS shall take place exclusively by means of the CPP IS, except for the submission of claims (claims may be submitted electronically or by signature via a postal service provider or other suitable carrier).
- 3.2. Training material on how to log in and use the CPP IS can be found on the website of the Public Procurement Office www.vpt.lrv.lt.
- 3.3. The Purchaser shall not be liable for failures of the CPP IS or other unforeseen events resulting in non-receipt or late submission of tenders. In this respect, Suppliers are encouraged to prepare their tenders in such a way as to allow sufficient time for their timely and proper submission. For questions concerning the use, functioning or availability of the CPP IS, it is suggested that they contact the CPP IS Administrator directly.

4. INTERPRETATION AND CLARIFICATION OF DPS DOCUMENTS

- 4.1. The DPS documents may be explained / clarified at the initiative of the supplier by contacting the Purchaser by means of correspondence via the CPP IS. Suppliers should be proactive and ask questions or request clarification of the DPS documents as soon as they have analysed them.
- 4.2. When suppliers request explanations/clarifications to the provisions of the DPS documents relating to the submission of tenders, the documents referred to must be submitted no later than:

	International procurement		Simplified procurement above the threshold for low-value procurement	
Are there shorter time limits for procedures? ¹	No	Yes	No	Yes

¹ Whether shorter time limits apply is specified in clause 1.9.

Supplier's request for explanation/clarification of the DPS documents	11 (eleven)	9 (nine)	6 (six)	5 (five)
	Calendar days before the deadline for submission of initial proposals			
Explanation/clarification of DPS documents by the Purchaser	6 (six)	4 (four)	4 (four)	3 (three)
	Calendar days before the deadline for submission of initial proposals			

(these time limits shall no longer apply when initial tenders have been received following the publication of the notice of the purchase of a DPS)

4.3. When suppliers request explanation/clarification of the provisions of the DPS documents relating to the submission of tenders after the deadline for submission of initial tenders (during the validity of the DPS):

4.3.1. The Purchaser shall respond in writing to each Supplier's written request for clarification of the terms and conditions of the DPS received after the closing date for the submission of initial tenders during the validity of the DPS **within a maximum of 10 working days**. This time limit may be extended for justified objective circumstances.

4.3.2. Any clarification of the terms and conditions of the DPS tender in response to a relevant Supplier's request shall be communicated to all Suppliers who have registered for the DPS tender, without mentioning the name of the Supplier who sent the request.

4.3.3. The Purchaser has the right to revise/clarify the purchase terms of the DPS on its own initiative at any time during the term of the DPS. Any such clarification shall be sent to all Suppliers and Suppliers who have registered for the DPS procurement.

4.4. The procedure for submitting requests and responses to the specific terms and conditions will be set out in the documents relating to the call for a specific tender.

4.5. The following procedure shall be applied to clarify/revise the DPS documents:

4.5.1. The deadline for the submission of tenders shall be extended if, for any reason, an explanation or clarification of the DPS documents is submitted less than the number of days specified in the table in clause 4.2 of this Chapter (the Purchaser shall not be obliged to extend the deadline where additional information has not been requested in time) or if there have been significant changes in the DPS documents (the explanation/clarification has a material impact on the preparation of the Tender).

4.5.2. The explanation/clarification of the DPS documents shall be published in the CPP IS together with the other DPS documents and shall be sent to the Suppliers by means of the correspondence of the CPP IS, without disclosing from whom the request for such an explanation/clarification has been received.

4.5.3. in the case of explanations/clarifications to the DPS documents, where the information published in the contract notices is corrected, the Purchaser shall publish corrective notices in accordance with the procedure laid down in Article 47 of the PL.

4.6. The Purchaser shall comply with the procedures and time limits set out in clauses 4.2 and 4.3.1 of this Chapter when explaining/clarifying the DPS documents on its own initiative.

4.7. The Purchaser does not intend to hold a meeting with the Suppliers to clarify the DPS documents.

4.8. Any explanation/clarification shall be deemed to form an integral part of the DPS documentation and its provisions shall prevail over those set out in previous DPS documentation. In the event that the information contained in the notice of the DPS procurement is not consistent with the information contained in other DPS documents, the information contained in the notice of the DPS procurement shall be deemed to be the correct information.

5. TENDER DOCUMENTATION

5.1. In order to participate in the DPS period, the Supplier must provide the following documents:

5.1.1. Completed, signed and scanned (except in the case of electronic signatures) Tender Form (with Annexes) (Annex 3 of the DPS documents);

5.1.2. A completed and signed European Single Procurement Document (ESPD) (Annex 2 of the DPS documents). A separate ESPD shall be completed by:

- Supplier;
- each member of the Supplier Group (if the tender is submitted by a Supplier Group);
- any economic operator if the Supplier relies on its capacities to meet the requirements for Suppliers, with the exception of experts who, in the event of the award of the contract, will be employed by the Supplier (these experts do not need to be provided in the ESPD).

The ESPD can be completed online at <http://ebvpd.eviesiejipirkimai.lt/espd-web/>. The Supplier must select “Restricted” in the “Type of procedure” field when completing the ESPD.

5.1.3. Documents demonstrating compliance with the requirements of the grounds for exclusion (Annex 5 “Grounds for Exclusion and the Procedure for Their Application” of the DPS documents), qualification (Annex 4 “Requirements for suppliers” of the DPS documents).

5.1.4. Supplier’s declaration of compliance with national security requirements (Annex 7 of the DPS documents)

5.1.5. A signed copy of the Joint Operating Agreement (hereafter referred to as the JOA), in the case of a single tender submitted by a group of Suppliers who have joined together in a joint operation;

5.1.6. Completed and signed declaration of agreement by the subcontractor/economic operator on the availability of resources for the duration of the Contract (Annex 6 of the DPS documents);

5.1.7. If the tender documents and/or the entire tender shall be signed by a person authorised by the Supplier’s director, with a digital copy of the authorisation issued to the person(s) signing the tender, or an equivalent document proving that person’s authority to sign the tender and to assume all obligations related thereto;

5.1.8. A filled-in and signed Annex 8 „A list of the duly carried out services”;

5.1.9. A filled-in and signed Annex 10 „A list of persons representing the Supplier”;

5.1.10. A filled-in and signed Annex 9 „Confidential information”.

6. REQUIREMENTS FOR SUPPLIERS

6.1. The Supplier participating in the DPS must not have grounds for exclusion (Annex 5 “Grounds for Exclusion and the Procedure for Their Application” of the DPS documents) and must comply with the Requirements for Qualification of Suppliers² set out in Annex 4 “Requirements for Suppliers” of the DPS documents (the Supplier’s qualifications must have been acquired by the date of the Supplier’s Submission of the tender and must be documented in the supporting document).

6.2. The Supplier must comply with the Requirements for Suppliers (Annex 4, 5) throughout the lifetime of the DPS. If during the term of the DPS the required documents (licences, certificates and other documents of limited validity, if any) expire, the Supplier must arrange for the renewal of the validity of the documents in advance and provide the Purchaser with updated information/documents.

6.3. The Purchaser may, at any time during the period of validity of the DPS, request Suppliers authorised to participate in this system to submit, within 5 (five) working days from the date of sending of the request, an updated or revised ESPD and other documents referred to in Annex 4 “Requirements for Suppliers” and in Annex 5 “Grounds for Exclusion and the Procedure for Their Application” of the DPS Documents and Annex .

6.4. If regulatory acts impose mandatory requirements for the right to carry out activities, but such requirements have not been provided for in the tender conditions, the Supplier shall ensure that the contract will be performed only by persons who are entitled to do so, and shall undertake to provide the Purchaser with the documents justifying this prior to the commencement of the relevant activities.

² Requirements for suppliers - requirements in the DPS documents concerning the absence of grounds for exclusion, qualifications, quality management system and/or environmental management system standards, if applicable.

7. RELYING ON THE CAPACITIES OF OTHER ECONOMIC OPERATORS

7.1. The supplier may rely on the capacities of other economic operators to meet the financial, economic, technical and/or professional capacity requirements, irrespective of the legal nature of the link with those economic operators.

7.2. Under the conditions set out in clause 7.1 of this Chapter, the group of suppliers may rely on the capacities of members of the group or of other economic operators.

7.3. If the Supplier relies on the capacity of another economic operator, the Supplier must provide evidence at the time of the submission of the tender that the resources of the economic operators will be available to the Supplier for the entire duration of the contractual obligations. Such evidence may be preliminary contracts or letters of intent or other equivalent documents confirming that, if awarded the specific procurement, the Supplier will have access to the resources of other economic operators during the performance of the Contract (a scanned document in electronic form shall be submitted).

7.4. In its tender, the Supplier must indicate the economic operators whose capacities it relies on in the form set out in Annex 3 to DPS documents. These economic operators shall include the experts to be employed by the Supplier in the event of the award of the contract.

7.5. If the economic operator indicated in the Supplier's tender does not meet the requirements, it may be replaced by an eligible economic operator that was disclosed (indicated) in the tender within the time limit set by the Purchaser by means of correspondence via the CPP IS.

7.6. The Supplier may change the entities indicated in its tender during the validity of the DPS. The Supplier shall withdraw the tender and submit a new tender and documents confirming compliance with the supplier requirements set out in the DPS conditions by means of CPP IS correspondence, which shall be reassessed by the Purchaser in accordance with the deadlines set out in clause 1.13 of these conditions.

7.7. A Supplier that has withdrawn its tender to change the economic operator shall not be invited to participate in the specific procurement until its new tender has been approved by the Purchaser.

7.8. The Purchaser shall not restrict the possibility for Suppliers to use subsuppliers and/or members of the group of Suppliers.

8. SUPPLIER GROUP PARTICIPATION IN THE PROCUREMENT

8.1. If a group of Suppliers participates in the DPS, it must provide a digital copy of the JOA in its tender. The JOA must include:

8.1.1. Information on the composition of the Supplier Group;

8.1.2. Obligations of each member of the Supplier Group;

8.1.3. All members of the JOA shall be jointly and severally liable for the non-performance or inadequate performance of their obligations to the Purchaser and of their liabilities arising out of the JOA or the contract under the JOA (including such joint obligations arising out of the contract which by their nature would extend beyond the term of the contract or the JOA);

8.1.4. The provision that change the members set by the JOA shall be considered as a material breach of contract, except for the exceptions provided for by the laws of the Republic of Lithuania and with the prior written consent of the Purchaser;

8.1.5. A representative member of the JOA who will handle all general matters relating to the Procurement;

8.1.6. A member of the JOA authorised to submit invoices and sign documents relating to the implementation of the contract.

8.2. The Purchaser shall not require that the specific tender submitted by a group of Suppliers be declared successful and that the group of Suppliers take a particular legal form when it is offered a contract for the specific procurement.

9. GENERAL REQUIREMENTS FOR THE PREPARATION AND SUBMISSION OF TENDERS

- 9.1. The tender must be valid for the full duration of the DPS (or until withdrawal).
- 9.2. The tender shall consist of the entirety of the relevant data and documents submitted by the Supplier.
- 9.3. **Only Suppliers registered in the CPP IS (free registration at <https://viesiejipirkimai.lt>) may submit tenders.**
- 9.4. A Supplier may submit only one tender (individually or as a representative of a group of Suppliers). If a Supplier submits more than one tender or a member of a group of Suppliers participates in more than one tender, all such tenders will be rejected.
- 9.5. **Tenders may only be submitted electronically by means of correspondence of CPP IS. Tenders submitted outside the electronic means of correspondence and procedures of the CPP IS will be rejected.**
- 9.6. The tender must be signed by the Supplier's manager or a person authorised by the Supplier (the Supplier is not required to sign the remaining documents submitted, but by signing the Tender Form, he/she certifies the authenticity of all the attached documents). The following may be submitted:
- 9.6.1. documents generated directly by electronic means (in which case, if the terms of the DPS documents require these documents to be signed, they shall be submitted to be signed with a qualified electronic signature complying with the requirements set out in Article 34(11)(2) and (3) of the PL);
- 9.6.2. digital copies of documents (in which case, if the terms of the DPS documents require these documents to be signed, they may be signed by a physical signature or by a qualified electronic signature complying with the requirements set out in Article 34(11)(2) and (3) of the PL).
- 9.7. If the documents submitted with the tender are submitted in electronic form, meaning directly generated by electronic means, they must be submitted in the following non-discriminatory, commonly available formats: doc, docx, adoc, pdf, xls, xlsx, jpg, jpeg, pps, ppsx, tif, tiff, gif, jsfc, and zip, or in the form of an automatically generated file in xml format from the website of <https://ebvpd.eviesiejipirkimai.lt/esp-d-web/> (in the case of submission of documents certifying the Supplier's compliance with the Requirements for Suppliers). The Purchaser shall have the right to require the Supplier to produce the original documents in the event of any doubt as to the conformity of the certified copy with the original. In the event that the documents are submitted in data file formats other than those specified by the Purchaser, and at the request of the Purchaser, the Supplier will not correct any inaccurate or incomplete information provided regarding the absence of grounds for its Exclusion and/or its compliance with the Qualification Requirements and/or its compliance with the requirements of the Quality Management System and/or the standards of the Environmental Management System and/or the requirements of the National Security System (if applicable), meaning that the documents shall not be submitted in one of the formats referred to in this clause, or in a corrupted document which cannot be opened by means of a program designed to run in the formats referred to above, the Supplier's tender will be rejected.
- 9.8. The tender must be prepared in Lithuanian or English. If the relevant documents are in another language, a translation into Lithuanian or English duly certified must be provided. The translation certification shall be deemed adequate if the translated document is certified by the signature of the translator and the stamp of the translation agency, or, unless otherwise provided for in the DPS documents, by the signature and stamp of the Supplier or its authorised person (if available). When interpreting the tender, the translation shall have priority. The Purchaser reserves the right to require a translation of the document signed by the translator and stamped by the translation agency and/or to have the signature of the translator notarised. The costs of preparing the tender shall be borne by the Supplier.

10. REQUIREMENTS REGARDING THE ABSENCE OF GROUNDS FOR EXCLUSION AND COMPLIANCE WITH THE QUALIFICATION REQUIREMENTS

10.1. In order to declare that there are no grounds for exclusion and that it meets the requirements for the qualification of Suppliers, the Supplier must submit the documents listed in Annex 4 and Annex 5 to DPS documents and the completed ESPD at the time of the submission of the tender. If the Supplier submits a tender for more than one category of the Procurement (if the DPS is subdivided into categories), it shall be sufficient to submit a single ESPD and the other documents specified in Annex 4 and Annex 5 to DPS documents, for the relevant categories of DPS.

10.2. Documents confirming that the Supplier meets the requirements set in Annex 4 and Annex 5 to DPS documents for Suppliers are not required to be submitted if the Purchaser:

10.2.1. has access to those documents or information directly and free of charge by accessing the national database in any Member State or by means of the CPP IS;

10.2.2. these documents are already available from previous procurement procedures.

10.3. If the Purchaser is in doubt as to the conformity of the certified copy with the original, the Purchaser shall be entitled to request the original documents. The Purchaser shall also have the right to request the legalization and/or Apostille stamps of documents issued in a foreign country if there are reasonable doubts as to the authenticity of the documents, unless the document is exempted from legalization and/or Apostille stamps by international treaties of the Republic of Lithuania or by the legislation of the European Union.

10.4. The Purchaser shall exclude the Supplier from the Procurement Procedure at any time during the conduct of the Procurement Procedure if the Supplier or its responsible person meets at least one of the grounds for the exclusion of the Supplier referred to in Article 46(1), (3), (4) of the Public Procurement Law.

11. REQUIREMENTS REGARDING THE ABSENCE OF GROUNDS FOR EXCLUSION AND COMPLIANCE WITH THE QUALIFICATION REQUIREMENTS

11.1. The Supplier must indicate in the tender what, if any, information in the tender is confidential. Confidential documents shall be identified by the Supplier in Annex 9 „Confidential information” of DPS documents. The Supplier’s tender shall be submitted in a clearly identifiable form indicating which parts of the tender are confidential, as the winning Supplier’s tender, the specific tender and the contract and any amendments thereto shall be made publicly available on the CPP IS in accordance with the procedure laid down by law.

11.2. Confidential information provided by the Supplier in Annex 9 „Confidential information” of DPS documents may include, but is not limited to, trade/product secrets and confidential aspects of the Tender. The following information shall not be considered confidential:

11.2.1. if doing so would violate laws requiring disclosure of information or access to information and implementing legislation;

11.2.2. if this would infringe the requirements laid down in Articles 46 and 68 of the PL and in Article 94(9) concerning the publication of the award of the contract, the information to the Suppliers, the publication of the winning Supplier’s Tender, the award of the contract and any modifications thereto, including information on the price of the Goods, Services or Works, except for the component parts, indicated in the Tender;

11.2.3. information contained in documents certifying the absence of grounds for exclusion of Suppliers, compliance with the qualification requirements, the quality management system and the environmental management system standards, with the exception of information the disclosure of which would be prejudicial to the Supplier’s obligations under contracts concluded with third parties, insofar as this information is necessary for the Supplier to protect its legitimate interests;

11.2.4. information on the economic operators whose capacities are relied on by the Supplier and subcontractors, where this information is necessary for the Supplier to defend its legitimate interests.

11.3. If the Purchaser has doubts as to the confidentiality of the information contained in the Supplier's tender, it shall ask the Supplier to demonstrate why the information is confidential. If the Supplier fails to provide such evidence, or provides inadequate evidence, within a time limit specified by the Purchaser, which shall be set at a minimum of 5 (five) working days, such information shall be deemed to be non-confidential. If the Supplier designates the information listed in clauses 11.2.1 to 11.2.4 of this Section as confidential, the Purchaser shall be entitled to make it publicly available, without the Supplier having to call for further evidence.

12. TENDER EXAMINATION, EVALUATION, COMPARISON AND REASONS FOR REJECTION

12.1. Tenders are treated confidentially. Suppliers may not participate in the consultation, examination, evaluation and comparison of tenders.

12.2. The Purchaser shall evaluate the tenders received within the time limit set out in clause 1.13 of these conditions.

12.3. The following conditions shall apply when examining the tender submitted by a Supplier and it is established that the Supplier has provided inaccurate, incomplete or incorrect documents or data concerning compliance with the requirements of the DPS documents, or that these documents or data are missing:

12.3.1. The Purchaser shall request the Supplier in writing by means of the CPP IS, without prejudice to the principles of equal treatment and transparency, to revise, supplement or clarify such documents or particulars within a reasonable period of time set by the Purchaser;

12.3.2. The Supplier must respond to the request in writing by means of the CPP IS within the time limit set by the Purchaser and revise, supplement or clarify the tender as requested by the Purchaser (otherwise its tender will be rejected).

12.4. The Supplier's tender shall be rejected if:

12.4.1. The Supplier did not submit the tender by means of the CPP IS;

12.4.2. The Supplier does not meet the requirements for Supplier qualification set out in the DPS documents and/or has grounds for exclusion and/or does not meet the requirements of the quality management system and/or environmental management system standards and/or national security requirements (if applicable);

12.4.3. The Supplier did not revise, complete or clarify the tender at the request of the Purchaser;

12.4.4. The tender does not comply with the preparation and submission requirements set out in the DPS documents;

12.4.5. the Supplier, within the time limit set by the Purchaser, has clarified, supplemented or explained the information requested by the Purchaser without complying with the rules set in the Rules for clarifying, supplementing or explaining proposals;

12.4.6. there are other grounds set out in the DPS documents and/or the PL which would allow the rejection of the submitted tender.

12.5. The Purchaser shall suspend the Supplier's participation in the DPS at any time during the validity of the DPS and shall contact the Supplier in order to remedy the identified non-compliance if the Purchaser determines at any point in time that the Supplier's compliance with the Supplier Requirements has been altered. If the Supplier fails to rectify the identified non-conformity within a period of 5 (five) working days (this period may be extended by a further 5 (five) working days due to reasonable objective circumstances), the Purchaser shall exclude the Supplier from the DPS. The Supplier shall not be sent an invitation to participate in the specific tender during the period of suspension, and if these circumstances come to light during the evaluation of the Supplier's specific tender, the Supplier's specific tender shall be rejected.

13. CONFORMITY TO NATIONAL SECURITY INTERESTS

13.1. This DPS will carry out a verification of Suppliers with regard to international sanctions implemented in Lithuania as defined in the Law on Implementation of Economic and Other International Sanctions of the Republic of Lithuania and other international, European Union and Republic of Lithuania legislation and will apply the requirements of Article 58(4¹) of the PL, as well as the requirements of Article 50(8) and 50(9) of the PL in the event that the relevant articles are applicable. The Supplier must submit with the Application a Supplier's Declaration of Compliance with National Security Requirements (Annex 7 of DPS documents), in which the Supplier confirms (non-)compliance with the applicable requirements.

13.2. In each specific procurement, the potential winning tenderer may be checked for compliance with the requirements of Article 58(4¹) of the PL. If the Supplier fulfils at least one of the conditions set out in the requirements of Article 58(4¹) of the PL, its tender for the specific procurement will be rejected.

13.3. If the Technical Specification of a specific procurement contains a requirement in accordance with Article 50(8), (9) of the PL, the specific procurement will be subject to a tender verification for these requirements and, consequently, to a potential successful tenderer's verification of compliance with the requirements relating to national security. If the Supplier fulfils at least one of the conditions set out in Article 50(8), (9) of the PL, its tender for the specific procurement will be rejected.

13.4. In each specific procurement, it will be determined whether the conclusion and performance of the contract with the potential winner would be in compliance with international sanctions implemented in the Republic of Lithuania, as defined in the Law on Implementation of Economic and Other International Sanctions of the Republic of Lithuania, and in the international and European Union legal acts implemented. In case of non-compliance, the tender will be rejected.

14. SUBMISSION AND PROCESSING OF CLAIMS

14.1. The procedures for submitting claims, resolving disputes are set out in the PL.

15. ANNEXES

- Annex 1 – Description of the procurement subject matter;
- Annex 2 – ESPD;
- Annex 3 – Tender Form;
- Annex 4 – Requirements for Suppliers;
- Annex 5 – Grounds for Exclusion and the Procedure for Their Application;
- Annex 6 – Declaration of a subsupplier/economic entity regarding the availability of resources during the validity of the Contract;
- Annex 7 – Declaration regarding compliance with national security requirements;
- Annex 8 – A list of the duly carried out services;
- Annex 9 – Confidential information;
- Annex 10 – A list of persons representing the Supplier.