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## 1. Terms and abbreviations

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- 1.1. **CK** - Civil Code of the Republic of Lithuania.
- 1.2. **CVP IS** - Central Procurement Information System, at <https://viesiejipirkimai.lt>.
- 1.3. **Participant** means the supplier that submitted the tender.
- 1.4. **EBPPD** - European Single Procurement Document, a relevant declaration replacing the documents issued by the competent authorities and giving preliminary confirmation that the supplier and the economic operators on whose capacity he relies pursuant to Article 49 of the Public Procurement Law (and, in the case of application of the provisions of Article 88(5) of the Public Procurement Law, the sub-suppliers as well) comply with the requirements laid down in the contract documents in accordance with Articles 46, 47, 48 of the Public Procurement Law and, where applicable, the requirements laid down in Article 54 for compliance with the quality management system and/or the standards of the environmental management system, the form of which is available at the Internet website <http://ebvpd.eviesiejipirkimai.lt/espdpd-web/>.
- 1.5. **'Authorised body'** means the body authorised by the contracting authority, as specified in the specific conditions of the contract, to organise the procurement, to carry out the procurement procedures prior to the award of the contract or the framework agreement, and to report on the procurement procedures carried out, or to advertise the award of the contract or framework agreement.
- 1.6. **"Commission"** means the public procurement commission.
- 1.7. **Contracting Entity/Contracting Authority/Buyer** - UAB Vilniaus vandenys, legal entity code 120545849, registered office address Spaudos g. 8-1, LT-05132 Vilnius.
- 1.8. **'Procuring entity'** means the contracting authority/entity specified in the special conditions, on whose behalf/authorisation the Purchaser is carrying out the purchase.
- 1.9. **Procurement** means a public procurement carried out by a Contracting Entity/Customer.
- 1.10. **VAT** - value added tax.
- 1.11. **Regulation** - Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions to destabilise the situation in Ukraine.
- 1.12. **Notice** - Procurement notice.
- 1.13. **'Subcontractor'** means a subcontractor, sub-supplier, sub-subcontractor, natural or legal person who will actually perform the contract or part of the contract to be awarded and whose qualifications are not relied on by the supplier in accordance with Article 62 of the IR for the purposes of meeting the qualification requirements. Subcontractors shall not include natural or legal persons who are merely fulfilling contractual obligations towards the supplier but who will not actually perform the contract or part of the contract to be awarded.
- 1.14. **'supplier'** means an economic operator - a natural person, a private or public legal person, another organisation and their subdivisions, or a group of such persons, including temporary associations of economic operators - who proposes on the market to carry out works, supply goods or provide services.
- 1.15. **Entity whose capacities are relied upon** - the natural or legal person whose capacities are relied upon by the supplier in accordance with Article 62 of the RU / Article 49 of the PSO to meet the qualification requirements. Entities whose capacities are relied upon do not include natural or legal persons who merely fulfil contractual obligations towards the supplier but are not relied upon by the supplier, in accordance with Article 49 of the MPL, to meet the contracting entity's qualification requirements.
- 1.16. Public Procurement Law of the Republic of Lithuania.
- 1.17. **PI** - Law of the Republic of Lithuania on Procurement by Contracting Entities in the Field of Water Management, Energy, Transport or Postal Services.
- 1.18. **Quasi-supplier** - a professional whose qualifications are relied on by the supplier and who, at the time of the submission of the tender, is not yet an employee of the supplier, or of the economic operator on whose behalf the supplier relies, but who is intended to be employed in the event of the tender being declared successful.
- 1.19. **NSUSOAJ** - Law on the Protection of Objects Important for National Security of the Republic of Lithuania.
- 1.20. Other terms used in the contract documents are consistent with the terms used in the PDO.

## 2. General provisions

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- 2.1. The contracting entity/buyer invites suppliers to participate in a procurement by open tender procedure for the purchase of the subject of the contract, the technical specifications of which are set out in the Annex to the Special Conditions of Contract.
- 2.2. The procurement shall be carried out by means of the CVP IS, in accordance with the provisions of the Public Procurement Law, the IP, the Civil Code, other legal acts governing public procurement and the performance of this contract, the documents of this procurement, and in compliance with the principles of equal treatment, non-discrimination, transparency, mutual recognition, proportionality, confidentiality and impartiality. The provisions of the IR shall apply directly to matters not covered by the procurement documents.
- 2.3. The procurement documents include:**
- 2.3.1. Announcement;
- 2.3.2. prior information notice (if any);
- 2.3.3. Purchase conditions, which include:**
- 2.3.3.1. general conditions of purchase;
- 2.3.3.2. the Specific Conditions of Contract, including their Annexes;
- 2.3.4. explanations/clarifications to the contract documents, as well as answers to suppliers' questions (if any);
- 2.3.5. any other information provided by the contracting entity/entity by means of the CVP IS.
- 2.4. In the event of contradictions or inconsistencies between the notice and the conditions of the contract, the information given in the ad.
- 2.5. In the event of contradictions or inconsistencies between the Specific Conditions and their annexes, the information shall be considered correct, as specified in the specific conditions of purchase.
- 2.6. If there are contradictions, inconsistencies between the special conditions and the general conditions, the correct shall be deemed to be the information specified in the Specific Conditions.
- 2.7. If the contracting entity/buyer revises the contract documents, the newer amendments shall take precedence over the older amendments. Suppliers shall be guided by the latest published version of the Contract Documents and the latest clarifications and adaptations to the Contract Documents.
- 2.8. The contracting entity/buyer will terminate the procurement procedures initiated if it appears that there has been an infringement of Art 29 of the Contract Procedure Agreement
- The principles set out in Article 17(1) of the Public Procurement Act cannot be remedied.
- 2.9. The contracting entity/buyer may also exercise the right to terminate the procurement procedure in the event of unforeseeable circumstances, including the discovery of material errors in the procurement documents which render the procurement impractical or would result in the acquisition of an object of the procurement which does not meet its needs.
- 2.10. The contracting entity/buyer shall not reimburse the supplier for any costs incurred in connection with obtaining the conditions of the contract, preparation of tenders, etc., including costs incurred as a result of the termination of the procurement procedures by the contracting entity/buyer in accordance with the provisions of the TUE/PL.
- 2.11. Where the specific conditions of the contract specify that observers may be invited to attend the meetings of the Commission, representatives of state and municipal authorities or bodies (*other than civil servants and state politicians in political (personal) trust*) who have submitted a mandate from the entity they represent (hereinafter referred to as "observers") may attend the Commission's meetings as observers. Observers will be allowed to participate in the procurement procedures only after signing a confidentiality undertaking, declaring their private interests in accordance with the procedure established by the Law on the Harmonisation of Public and Private Interests, and for persons who are not obliged to declare their private interests - after signing a declaration of impartiality of the form established by the Public Procurement Service in cooperation with the High Official Ethics Commission. Other conditions for the participation of observers shall be laid down in the specific conditions of the contract. If the contracting entity/buyer receives reasonable information that an observer may be involved in a conflict of interest situation and has not withdrawn from the monitoring of the procurement, the head of the contracting entity/buyer or his/her authorised representative shall suspend the participation of that person in the monitoring of the procurement and shall carry out a review of the person's activities related to the procurement. If the contracting entity/buyer finds that a person has entered into a conflict of interest situation, it shall exclude him/her from the monitoring of the procurement in accordance with the Law on Harmonisation of Public and Private Interests. Unless otherwise specified in the Specific Conditions of Contract, the following procedure shall apply: no more than 2 monitors per institution or body may participate and no more than 6 monitors may participate in a procurement procedure. Observer wishing to participate

The observer may, during the entire duration of the procurement procedure, send a copy of the mandate stating the specific procurement procedures (e.g. the opening of envelopes and/or the examination of tenders) in which he/she wishes to participate, together with his/her contact details, to the contact details indicated. The availability and exact time of the Commission meeting will be communicated to the contacts indicated no later than 2 working days after receipt of the observer's mandate. If the contracting entity/buyer receives more requests to observe the procurement procedure than the maximum number of observers to be invited, the earliest requesting observers will be invited. Representatives of the Public Procurement Service may attend Commission meetings on their own initiative in any case, irrespective of whether this possibility is foreseen in the Specific Conditions.

2.12. The contracting entity/buyer shall indicate in the specific conditions of the contract whether and, if so, to what extent it will apply provisions relating to national security.

2.13. The contracting entity/buyer shall consider that all tenderers are familiar with the conditions of the contract and with the legal acts of the Republic of Lithuania regulating public procurement, the conclusion and performance of contracts, and other legal acts, the provisions of which may govern any relationship between the contracting entity/buyer and the tenderers arising out of, or in connection with, the procurement procedures.

### **3. Object of purchase**

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3.1. The subject-matter to be purchased by the contracting entity/buyer shall be described and the requirements for it shall be set out, and information on the subdivision of the subject-matter shall be given in the specific conditions of purchase. Where the procurement is divided into lots, the tenders submitted by the suppliers shall be received and evaluated separately for each lot.

3.2. A supplier may submit only one tender or, where the special conditions of purchase specify that the subject-matter of the contract is divided into lots for each of which a separate contract is to be awarded, the supplier may submit to the contracting entity/buyer a single tender for one, several, or all of the lots, as specified by the contracting entity/buyer in the special conditions of purchase.

### **4. Means of communication and exchange of information between the contracting entity/buyer and suppliers**

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4.1. The contact details of the contracting entity/buyer's staff or Commissioners who are authorised to communicate directly with suppliers and to receive communications from them (other than through intermediaries) in connection with the procurement procedure are given in the notice.

4.2. The procurement documents and the explanations and additions thereto are published on the CVP IS at <https://viesiejipirkimai.lt>. The contracting entity/buyer shall not provide suppliers with a paper version of the contract documents. Suppliers shall carefully monitor the explanations and additions to the contract documents posted on the CVP IS and the notifications received through the CVP IS.

4.3. Participation in the procurement and submission of tenders is restricted to providers registered on the CVP IS. Suppliers may register on the CVP IS at <https://viesiejipirkimai.lt>.

4.4. Communication and exchange of information between the Contracting Entity/ Buyer and suppliers shall take place via the CVP IS

means other than:

4.4.1. in the event of a mobilisation, war or state of emergency, if there are irregularities in the CVP IS which prevent the communication and exchange of information between the contracting entity/buyer and the supplier using the CVP IS;

4.4.2. where the nature of the contract requires the contracting entity/buyer to use specific information system tools and equipment which are not in common use.

4.5. Communication and exchange of information between the contracting entity/buyer and the supplier may take place outside the CVP IS when contracts are signed or terminated, performed and modified.

4.6. Proposals are submitted via CVP IS. Instructions on how to submit a tender are published in the Public Procurement on the Authority's website<sup>1</sup>.

4.7. Tenders submitted by means of CVP-IS correspondence without complying with point 4.5 of the General Conditions of Contract and/or with the submission procedures laid down in the Specific Conditions of Contract will be considered as not received and will not be evaluated. Tenders not submitted by means of the CVP IS (e.g. on paper in envelopes) will be returned to the suppliers, will be considered as not received and will not be evaluated.

## 5. Explanations and clarifications of procurement documents

5.1. Suppliers may request the contracting entity/buyer to clarify or revise the contract documents by the means set out in Section 4 'Means of communication and exchange of information between the contracting entity/buyer and the suppliers' of the General Conditions of Contract and in the Special Conditions of Contract.

5.2. Suppliers must be proactive and ask questions or request clarifications immediately after examining the contract documents, taking into account the limited time limit for questions and requests. Explanations and clarifications of the procurement documents shall be published by means of the CVP-IS and sent to the supplier who has made the request and to all suppliers who have joined the procurement, without disclosing the identity of the supplier who made the request. Where clarifications or adaptations are provided at the initiative of the contracting entity/buyer, they shall be published by means of the CVP IS and communicated to the suppliers connected to the procurement. Before submitting a tender, the supplier is advised to check whether the contracting entity/buyer has published any clarifications or revisions to the contract documents and, if so, to check whether the previously submitted tender complies with the latest published requirements and whether the tender needs to be revised.

5.3. If the contracting entity/buyer fails to provide explanations or clarifications (following a timely request by the supplier for clarification or clarification), the time limit for the submission of tenders shall be postponed by at least the same amount of time as the delay in submitting them.

	International Procurement		A simplified procurement procedure is launched, with a value exceeding the low value procurement threshold	
	No	Yes	No	Yes
Whether shorter periods apply deadlines for procedures? <sup>2</sup>	No	Yes	No	Yes
Supplier's request for clarification/clarification of the Purchasing Documents	11 (eleven)	6 (six)	6 (six)	4 (four)
	Calendar days before the deadline for submission of tenders			
Contracting entity/ Buyer to be represented by the Purchasing Documents clarification/clarification	6 (six)	4 (four)	4 (four)	2 (two)
	Calendar days before the deadline for submission of tenders			

5.4. The contracting entity/buyer may, on its own initiative, clarify (revise) the contract documents at any time before the deadline for the submission of tenders. Depending on the nature of such clarification/revision, the contracting entity/buyer will decide whether to postpone the deadline for submission of tenders. If the contracting entity/the buyer is unable to submit the clarifications to the contract documents before the deadline set out in Article 49(5) of the IR/ Article 36(5) of the TUE, the contracting entity/the buyer will postpone the deadline for submission of tenders. In the event of a revision of the information published in the advertisement, the contracting entity/the buyer will revise the advertisement and, if necessary, extend

<sup>1</sup>Instructions: <https://vpt.lrv.lt/lt/nauja-cvp-is-aktuali-nuo-2024-12-01/metodine-medziaga-instructions/for-suppliersnewCVPIS/>

<sup>2</sup>Whether shorter time limits apply shall be indicated in the table in Part 1 of the SD.

the time limit for the submission of tenders for a reasonable period. *In the case of a contract of international value, no substantial changes may be made to the contract documents which would have allowed the participation of suppliers other than those initially selected or which would have increased the number of participants in the procedure.*

5.5. Where meetings with suppliers are foreseen to clarify the contract documents and/or to inspect the site, the details and the arrangements for such meetings shall be set out in the specific conditions of contract.

## **6. Grounds for excluding suppliers**

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6.1. The absence of grounds for exclusion of the supplier, the economic operators on whose behalf the supplier relies and, where applicable, of subcontractors, and the documentation supporting their absence, are specified in the specific conditions of the contract.

6.2. The contracting entity/buyer shall exclude a supplier from the procurement procedure at any stage of the procurement procedure if it appears that, by reason of its acts or omissions before or during the procurement procedure, the supplier fulfils at least one of the grounds for exclusion set out in the special conditions of the contract.

6.3. The contracting entity/buyer shall exclude the supplier from the procurement procedure in accordance with the grounds for exclusion referred to in Article 46(4) and (6) of the TUE and set out in the special conditions of the contract, and in the event that it has conclusive evidence that the supplier is established or is participating in the procurement in place of another person, in order to avoid the application of the grounds for exclusion referred to in Article 46(4) and (6) of the TUE.

6.4. The contracting entity/buyer shall also check that the entities whose capacities the supplier intends to rely on do not give rise to the exclusion grounds set out in the specific conditions of the contract. If an economic operator is subject to at least one of the grounds for exclusion set out in the specific conditions of the contract, the contracting entity/buyer shall require, within a time limit to be determined by the contracting entity/buyer, that he be replaced by another economic operator who is not the subject of any of the grounds for exclusion. The provisions of this clause shall also apply to subcontractors where the special conditions of contract stipulate that the grounds for exclusion apply to them.

6.5. Notwithstanding 6.2. and 6.3. 6.6 and 6.6, the supplier shall not be excluded from the procurement in the cases set out in Article 46(3) and (10) of the Public Procurement Law (taking into account the provisions of Article 46(11) and (12) of the Public Procurement Law), as well as if the contracting entity/entity/entity has taken a decision in the course of the assessment of the supplier's reliability pursuant to Article 46(8) of the Public Procurement Law, that the exclusion of the supplier would be disproportionate to the supplier's conduct being assessed, or the contracting authority/entity has taken a decision that the exclusion of the supplier on a ground for exclusion pursuant to Article 46(4)(7)(c) of the Public Procurement Law would result in a significant impediment to competition in case of a ground of exclusion being established. Information published in accordance with Articles 52 and 91 of the Public Procurement Law may be taken into account when deciding on the exclusion of a supplier from the procurement procedure on the grounds for exclusion referred to in point 6.3.

## **7. Qualification requirements for suppliers and required standards for quality and environmental management systems**

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7.1. The qualification requirements for suppliers and/or the requirements for compliance with the quality management system and/or environmental management system standards and the documents supporting their compliance are specified in the specific conditions of contract.

7.2. If the supplier's qualifications with regard to the right to pursue the activity in question have not been verified or have not been verified in full, the supplier shall undertake to the contracting entity/buyer, when submitting its tender, that the contract will be performed only by persons who are qualified to pursue the activity in question.

7.3. If the economic operator on whose behalf the supplier relies does not meet the qualification requirements, the contracting entity/buyer will require the replacement of the economic operator within a time limit set by it.

## **8. Reserved right to participate in the procurement**

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8.1. This Chapter shall apply where the contracting entity/buyer reserves in the special conditions of contract the right to participation by the suppliers specified in the specific conditions of purchase.

8.2. **If the contracting entity/buyer reserves the right to participate in the procurement only in Article 35/ Article 23 of the PDO only the following suppliers** may participate in the purchase:

8.2.1. suppliers employing more than 50 per cent of the annual average number of employees on the lists of that supplier who are serving custodial, fixed-term and life sentences;

8.2.2. suppliers whose participants are health care institutions employing at least 50 % of the annual average number of patients on that supplier's roster on an occupational therapy basis;

8.2.3. suppliers whose employees participate in active labour market policy measures provided for in the Law on Employment of the Republic of Lithuania or in a similar legal act of another State, provided that at least 50 % of the annual average number of employees on that supplier's lists are persons who are additionally supported on the labour market.

8.3. The supplier may use only such subcontractors for the performance of the contract and may rely only on the capacities of economic operators having the status specified in point 8.2.

8.4. The supplier must prove that it, the economic operators on whose behalf it relies and/or the subcontractors it uses have the status referred to in clause 8.2, by means of a document issued by a competent authority or a declaration certified by the supplier.

8.5. The supplier, the economic operators on whose behalf the supplier relies and the subcontractors used must maintain the status referred to in point 8.2 throughout the period of participation in the procurement and performance of the contract.

8.6. **If the contracting entity/buyer reserves the right to participate in the procurement to the persons referred to in Article 36 of the IR**

**for suppliers**, only companies that meet all these requirements can participate:

8.6.1. its purpose must be public services related to health, social, cultural services, for which the CPIH codes are 75121000-0, 75122000-7, 75123000-4, 79622000-0, 79624000-4, 79625000-1, 80110000-8, 80300000-7, 80420000-4, 80430000-7, 80511000-9, 80520000-5, 80590000-6, from 85000000-9 to 85323000-9, 92500000-6, 92600000-7, 98133000-4, 98133110-8, providing;

8.6.2. its profits can be used only for the company's operational purposes. Profits may only be distributed or redistributed on the basis of participation factors;

8.6.3. its governance or shareholder structure is based on the principles of employee ownership or participation in the management of the enterprise or requires the active participation of employees, service users or stakeholders in the management of the enterprise;

8.6.4. in the last 3 years, the contracting entity/buyer which is the contracting authority has had a relationship with this undertaking

has not concluded a contract in accordance with the requirements set out in Article 36/ 24 of the PSO.

8.7. The supplier may rely only on the capacities of such economic operators and/or use only subcontractors who meet the requirements set out in point 8.6.

8.8. The supplier must justify that it, the economic operators on whose behalf it relies and/or the subcontractors it uses comply with

the requirements set out in clause 8.6 by means of a declaration certified by the supplier.

## **9. Procedures for submission of the EDPS and means of validating the information contained in the EDPS**

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9.1. When submitting a tender, the supplier shall submit an EQSD - a relevant declaration replacing the documents issued by the competent authorities and provisionally confirming that the supplier and the economic operators whose capacities it relies on in accordance with Article 49 of the Public Procurement Law (and, in cases of application of the provisions of Article 88(5) of the Public Procurement Law, also the sub-suppliers), comply with the requirements for the absence of exclusion grounds, the requirements for qualification, the requirements for the compliance with the quality management system and/or the standards of the environmental management system (hereinafter collectively - the Requirements), as laid down in the special conditions of the contract in accordance with Articles 46, 47 and 48 of the Public Procurement Law.

9.2. A separate EBVPD shall be completed by:

9.2.1. supplier;

9.2.2. each member of the supplier group (if the proposal is submitted by a supplier group);

9.2.3. any economic operator where the supplier relies on its capacities in accordance with Article 49 of the Public Procurement Act;

9.2.4. subcontractors known at the time of the submission of the tender (if the contracting entity/buyer lays down requirements on the grounds for excluding subcontractors).

9.2.5. natural persons whom the supplier intends to employ in the event of the award of the contract and on whose capacity the supplier relies in accordance with Art.49 (quasi-suppliers) of the Public Procurement Law (if the contracting entity/the buyer lays down requirements as to the grounds for exclusion of the natural persons on whose qualification the supplier relies and whom the supplier intends to employ in the event of the award of the contract).

9.2.6. The EBPPD is completed by uploading it to <http://ebvpd.eviesiejipirkimai.lt/espd-web/>. When completing the EADPD, the Supplier must select 'Open' in the 'Type of procedure' field. When submitting a tender by means of the CVP IS, the supplier must attach this completed and signed (except if the full tender is signed by a person authorised to sign the CVP IS by electronic signature) CVP IS together with the other documents of the tender (in the section on the submission of the tender "Attach documents").

9.3. Documents supporting the information provided in the EBPPD shall not be submitted together with the proposal, unless

the special conditions state otherwise.

9.4. The contracting entity/buyer may, at any time during the procurement procedure, request the tenderers to provide all or part of the documents confirming the absence of any grounds for exclusion, compliance with the qualification requirements and, where applicable, the standards of the quality management system and/or the environmental management system, if this is necessary to ensure the proper conduct of the procurement procedure.

9.5. The contracting authority shall, after assessing the information provided in the EQSD and, where applicable, the information provided in the documents supporting the information referred to in the EQSD, take a decision on the responsiveness of each tenderer who has submitted a tender, and shall inform each tenderer in writing of the results of this examination, giving the reasons for its decision. Only those tenderers who meet the requirements set by the contracting authority shall be entitled to participate in subsequent procurement procedures.

*In the case of an international purchase:*

Before determining the successful tender, the contracting entity will require the supplier submitting the most economically advantageous tender to provide up-to-date documentation confirming its eligibility, i.e. that the supplier (the economic operators on whose behalf the supplier relies and the sub-suppliers, where applicable) does not meet the exclusion grounds set out, and that the supplier meets the qualification requirements, and, where applicable, the requirements regarding the standards of the quality management system and the environmental management system.

*In the case of a simplified procurement:*

Before determining the successful tender, the contracting entity/entity will require the supplier submitting the most economically advantageous tender (economic operators on whose behalf the supplier relies and subcontractors, where applicable) to provide relevant documents confirming its compliance with the qualification requirements and, where applicable, with the requirements for the standards of the quality management system and the environmental management system. The contracting entity/entity shall not require the supplier submitting the most economically advantageous tender (economic operators on whose behalf the supplier relies and, where applicable, subcontractors) to provide documents confirming the absence of the grounds for exclusion, unless it has reasonable doubts about its reliability.

9.6. The contracting entity/buyer shall not require the supplier to provide documents as set out in Article 50(4) and (4) of the Public Procurement Law.

In accordance with paragraph 6, if it:

9.6.1. shall have 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 CVP IS;

9.6.2. already have these documents from previous procurement procedures.

9.7. If that supplier has not provided, within the time limit set by the contracting entity/buyer, the documents proving its eligibility, or has not, at the request of the contracting entity/buyer, corrected any inaccurate or incomplete information supplied concerning its e l i g i b i l i t y, or if it does not comply with the requirements, its tender shall be rejected and

checking the documents proving the eligibility of the next supplier after the supplier whose tender was the most economically advantageous.

9.8. If the supplier is unable to provide the documents necessary to prove the absence of the grounds for exclusion set out in the special conditions of the contract in accordance with Article 46(1), (3) and (6)(2) of the Public Procurement Law (where applicable), either because the Member State or the country concerned does not issue such documents, or because the documents issued by that country do not cover all the issues raised, they may be replaced:

9.8.1. declaration of oath;

9.8.2. an official declaration by the supplier, if the country does not use a sworn declaration. The official declaration by the supplier must be certified by a competent legal or administrative authority, notary or competent professional or trade organisation in the Member State or in the supplier's country of origin or in the country in which the supplier is registered.

9.9. The Contracting Entity/ Buyer shall have the right to require that documents issued in the country of the foreign supplier confirming the supplier's eligibility be legalised in accordance with the *Apostille* Procedure for Legalisation of Documents approved by the Government of the Republic of Lithuania 2006

1079 of 30 October, and the Hague Convention of 5 October 1961 on the Abolition of Legalisation of Documents Issued in Foreign Countries, unless the document is exempted from legalisation and/or the *Apostille* pursuant to the international treaties of the Republic of Lithuania or the legislation of the European Union.

## **10. Drawing on the capacities of economic operators**

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10.1. A supplier may rely on the capacities of other economic operators in accordance with Article 49 of the Public Procurement Law in order to meet the qualification requirements set out in the special conditions of the contract, irrespective of the legal nature of the relationship with those economic operators. These economic operators include natural persons who, in the event of the award of the contract, will be employed by the supplier or by the economic operator it uses (quasi-suppliers).

10.2. A supplier wishing to rely on the capacities of other economic operators must indicate them in the tender and provide documentation demonstrating that the resources of the economic operator whose capacities it relies on will be available to the supplier throughout the performance of the contract. When verifying that the supplier will have access to the resources of the other economic operators on whose behalf it relies, the contracting entity/entity shall accept from the supplier any means of evidence to that effect. A supplier who has not indicated that he is relying on the capacities (qualifications) of other economic operators, but does not itself meet the qualification requirements set out in the specific conditions of the contract, shall not be entitled to use (designate) new operators after the expiry of the time limit for the submission of tenders to satisfy the qualification requirements.

10.3. Different suppliers may rely on the capacities of the same economic operators, but this cannot lead to prohibited agreements.

10.4. A group of suppliers may rely on the capacities of members of the group or of other economic operators, subject to the conditions set out in this Chapter of the General Conditions of Contract.

10.5. In the case of the provision of services or the acquisition of works, where the contracting entity/the buyer imposes qualification requirements on the supplier or its managerial staff to have appropriate education, professional qualifications or professional experience, the supplier may rely on the capacities of other economic operators only if the economic operators whose capacities have been relied on are themselves the ones who will provide the services or perform the works for which their capacities are required.

10.6. Where the supplier relies on the capacities of economic operators, taking into account the economic and financial capacity requirements laid down in the specific conditions of the contract, the supplier and the economic operators whose capacities are relied on must be jointly and severally liable for the performance of the contract (unless otherwise provided in the specific conditions of the contract).

## **11. Use of subcontractors**

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11.1. The supplier must indicate in his tender for which part of the contract and which sub-suppliers, if any, are known at the time of the submission of the tender, he intends to use.

11.2. Different suppliers may use the same sub-suppliers, but this cannot lead to prohibited agreements.

11.3. After the award of the contract, but no later than the start of performance of that contract, the successful supplier shall undertake to inform the contracting entity/buyer of the names, contact details and representatives of the subcontractors known at the time. The contracting entity/buyer shall also require the supplier to inform it of changes to the above information throughout the performance of the contract, as well as of any new subcontractors it intends to use subsequently.

11.4. Where the absence of grounds for exclusion of a subcontractor referred to in Article 46 of the Public Procurement Law is verified in accordance with the requirements of the special conditions of contract, the information on new subcontractors shall be accompanied by documents confirming the absence of grounds for exclusion of the subcontractor (in the case of simplified procurements, only if the contracting entity/buyer has reasonable doubts about the reliability of a subcontractor). In such a case, if the situation of the subcontractor fulfils at least one of the grounds for exclusion of a subcontractor set out in the special conditions of the contract, the contracting entity/buyer shall require the supplier to replace the said subcontractor with a compliant (non-excluded) one within a time limit set by the contracting entity/buyer.

## 12. Participation of the supplier group

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12.1. A group of suppliers may submit a tender. A group of suppliers submitting a tender in a procurement must submit with its tender

a copy of the joint operating agreement. The joint operating agreement must state:

12.1.1. the composition of the supplier group and the obligations of each participant in the supplier group in the performance of the contract to be awarded to the contracting entity/buyer;

12.1.2. joint and several liability of each member of the group of suppliers, individually and jointly, for non-performance of its obligations and commitments to the contracting entity (irrespective of their contribution under the joint operating agreement);

12.1.3. which participant in this contract is authorised to submit a tender on behalf of the group of suppliers and, if the contract is successful, to sign the contract with the contracting entity/buyer, to submit invoices for payment (payments will be made to only one of the participants in the joint agreement), to sign the documents relating to the performance of the contract (authorised participant), etc.

12.2. Unless otherwise specified in the specific conditions of the contract, the contracting entity/buyer shall not require that the tender submitted by a group of suppliers be awarded the contract and that the group of suppliers take on a particular legal form when it is declared successful and offered the contract.

12.3. A supplier submitting a tender independently or as a member of a group of suppliers shall not be precluded from being a sub-supplier of another supplier or an economic operator whose capacities are relied upon by another supplier in the same procurement.

## 13. Requirements for the preparation and submission of proposals

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13.1. The tender must be prepared and submitted in accordance with the requirements of the tender conditions, using the tender form. Unless otherwise specified in the specific conditions of the contract, tenderers must submit their tender and the documents submitted with it, and all the components of the tender, in electronic form (either directly formatted by electronic means or by submitting digital copies of the documents), using the CVP-IS tools.

13.2. The tender must be submitted before the expiry of the time limit for the submission of tenders specified in the notice or, if the time limit for the submission of tenders specified in the notice has been extended, before the expiry of the extended time limit. The contracting entity/buyer shall not be liable for tenders not received or received late as a result of the supplier's communications and telecommunications facilities, malfunctions of the CVP IS or other unforeseen circumstances. In this respect, suppliers are encouraged to prepare their bids in such a way as to allow sufficient time for their timely and proper submission. Proposals received after the deadline for the submission of tenders will be deemed not to have been received and will not be evaluated. In the event of a malfunction of the Central *Public Procurement* Information System, suppliers shall take the actions provided for in *the Recommendations on the actions to be taken by procuring entities and suppliers in the event of a malfunction of the Central Public Procurement Information System*, approved by the Order of the Director of the Office of Public Procurement of 15 March 2018, No 1S-31.

13.3. The supplier must clearly indicate in the tender which information in the tender is **confidential**, in accordance with Art. Article. If such information is not included in the proposal, then any proposal submitted will be deemed to

the information contained in the proposal is not confidential. The characteristics of the tender to be taken into account in the evaluation of tenders, as well as the information referred to in Article 32(2) of the IR/ Article 20(2) of the TUE, may not be considered as confidential information. If the contracting entity/buyer has doubts as to whether a particular piece of information has been reasonably identified as confidential, it must ask the supplier to justify the confidentiality of the information. If the supplier fails to provide such evidence within the time limit specified by the contracting entity/buyer (which may not be less than 3 working days) or fails to provide reasoned arguments and/or evidence that the information is justified in being designated as confidential, the information will be deemed to be non-confidential. Upon receipt of a request from a supplier participating in the procurement for access to the supplier's tender containing confidential information, the contracting entity/procurement entity will provide such information as is necessary for the supplier to decide on the need to protect its legitimate interests (on a case-by-case basis) (e.g., by providing a summary of the aspects of the tender, and the technical characteristics of the aspects, in a way that does not allow for the identification of confidential information). If the confidential information contained in a supplier's tender is not, in the opinion of the contracting entity/buyer, confidential, it will inform the supplier that has included the confidential information in its tender of its intention to do so before communicating the tender to another supplier.

13.4. The calculation of the price must take into account the full scope and requirements of the subject-matter of the contract as specified in the contract documents, the components of the price, etc. VAT shall be indicated separately. If the supplier is not subject to VAT, he must indicate this in his tender, stating the legal basis. The supplier must assess whether he will not become subject to VAT during the performance of the contract. If the supplier will become subject to VAT during the performance of the contract, the price including VAT must be indicated in the tender. Unless otherwise specified in the specific conditions of purchase, the prices of the tenders will be evaluated and compared inclusive of all taxes, including VAT. If the contracting entity/buyer is liable to pay VAT to the State budget on the purchase of the subject-matter of the contract, this tax shall be included in the price of the tender (if the supplier did not include it when submitting the tender, it shall be added by the contracting entity/buyer itself for the purpose of comparison of tenders). The tender price must include all taxes and all other direct and indirect costs and charges incurred and/or likely to be incurred by the supplier in connection with the subject-matter of the contract (except where the contract documents expressly state that certain specific costs are not to be included in the contract price).

13.5. For international value procurement, the validity of a tender is 6 months, and for simplified procurement, it is 4 months.

13.6. The contracting entity/buyer shall be entitled to request suppliers to extend the validity of their tenders until a specific the deadline.

13.7. Before the deadline for the submission of tenders has expired, the supplier shall have the right to modify or withdraw its tender by means of the CVP-IS, without losing its right to a security for the validity of the tender (if such security is required). In order to resubmit a cancelled and modified tender, the supplier must resubmit it. After the expiry of the time limit for the submission of tenders, the supplier may neither withdraw/withdraw nor modify its tender already submitted.

13.8. Unless otherwise specified in the Specific Conditions, the tender must be in either Lithuanian or English. If the documents submitted with the tender cannot be submitted in Lithuanian or English, they must be submitted in the original language, accompanied by a translation into Lithuanian or English (to be certified by the signature of the person who made the translation). The contracting entity/buyer shall specify in the specific conditions of the contract whether, in case of suspicion as to the quality of the translation of a document submitted in the tender and/or its conformity with the content of the original document, it will require a translation of the document certified by the signature of the person who made the translation and the seal of the translation agency (if any), and/or will require that the signature of the person who made the translation be certified by a notary.

13.9. The price of the offer shall be in euros. If the prices are quoted in a foreign currency, they will have to be converted into euro in accordance with the indicative euro/foreign exchange rate published by the European Central Bank, and, in cases where the indicative euro/foreign exchange rate is not published by the European Central Bank, in accordance with the indicative euro/foreign exchange rate determined and published by the Bank of Lithuania on the day of submission of the tender.

## 14. Encryption of offers

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14.1. The proposal submitted by the supplier may be encrypted.

14.2. **If the contracting entity/buyer will evaluate tenders on the basis of price or price/cost/quality ratio and the technical characteristics of the tender it chooses to evaluate are quantifiable (the tender is required to be submitted in 1 envelope),** the supplier who chooses to submit an encrypted tender must:

14.2.1. submit an encrypted tender by means of the CVP IS **before the deadline for the submission of tenders** (the entire tender or the tender document containing the price and/or costs of the tender shall be encrypted. Instructions on how to encrypt a supplier's bid can be found [here](#)<sup>3</sup>).

14.2.2. **within 30 minutes of the deadline for the submission of tenders,** provide a password **by means of CVP IS correspondence,** with which the contracting entity/buyer will be able to decrypt the submitted tender. In the event of technical problems with the CVP IS, where the supplier is unable to provide the password by means of the CVP IS correspondence, the supplier has the right to provide the password by any other means of his choice: the contracting entity/buyer's official e-mail, fax or in writing. In this case, the supplier should be proactive in making sure that the password provided has reached the addressee in time (e.g. by contacting the contracting entity/buyer by its official telephone number, etc.).

14.3. Where a tender is submitted in a single envelope, if the supplier has encrypted the entire tender and has not provided (through no fault of his own) a password before the start of the initial consultation procedure/meeting, or if he has provided an incorrect password which has prevented the contracting entity/buyer from decrypting the tender, the tender shall be deemed to be unsuccessful and shall be excluded from the evaluation. If, in the above case, the supplier has only encrypted the bid document containing the bid price and/or costs, and has submitted the other bid documents unencrypted, the contracting entity shall reject the supplier's bid as not complying with the requirements laid down in the contract documents (the supplier has failed to provide the bid price and/or costs).

14.4. **If the contracting entity/buyer will evaluate the tenders on the basis of price or cost/quality and the technical characteristics of the tender it chooses to evaluate are not quantifiable (the tender is required to be submitted in 2 envelopes), the supplier's tender document indicating the price/cost of the tender (second envelope) may be encrypted.** If the supplier chooses to submit an encrypted document, it must:

14.4.1. submit a proposal by means of the CVP IS **before the deadline for the submission of tenders,** with an encrypted document indicating the price of the tender (both parts of the proposal shall be submitted in separate envelopes by the deadline, one for the technical details and other information and documents of the proposal and the other for the price), but only the document indicating the price and/or costs of the proposal (**second envelope**) shall be encrypted;

14.4.2. **before the start of the procedure (meeting) for access to the parts of the tenders containing the price and/or costs (the time of which will be communicated to the suppliers by the contracting entity/buyer after the evaluation of the technical part of the tenders),** to provide, **by means of the CVP-IS correspondence,** the password which will allow the contracting entity/buyer to decrypt the document submitted containing the price of the tender. In the event of technical problems with the CVP IS, where the supplier is unable to provide the password by means of the CVP IS correspondence, the supplier has the right to provide the password by any other means of his choice: by official e-mail from the contracting entity/buyer, by fax, or in writing, in which case the supplier should be proactive in making sure that the provided password reaches the addressee in time (e.g. by contacting the contracting authority/buyer by official telephone and/or by any other means).

14.5. Where a tender is submitted in two envelopes, if, before the opening of the procedure (second envelope) for the access to the parts of the tenders containing the price and/or costs (second envelope), the supplier fails to provide (through no fault of his own) a password or if he has provided a wrong password, which has prevented the contracting entity/buyer from deciphering the information contained in the second envelope, the tender of the supplier shall be rejected for non-compliance with the requirements laid down in the tender documents (failure to provide the price/costs).

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<sup>3</sup>[https://vpt.lrv.lt/uploads/vpt/documents/files/uzssisfravimo%20instrukcija\(1\).pdf](https://vpt.lrv.lt/uploads/vpt/documents/files/uzssisfravimo%20instrukcija(1).pdf)

## 15. Familiarisation with the proposals

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15.1. Where the contracting entity/buyer will evaluate the tenders on the basis of price or cost or price/cost/quality ratio and the technical characteristics of the Tender it chooses to evaluate are quantifiable (the **Tender is required to be submitted in 1 envelope**), the initial consultation of the tenders received through the CVP-IS means shall start at the time specified in the Contract Notice.

15.2. If the contracting entity/buyer will evaluate the tenders on the basis of price or cost/quality and the technical characteristics of the tender it chooses to evaluate are not quantifiable (the **tender is required to be submitted in 2 envelopes**), each part of the tender shall be consulted separately:

15.2.1. Initial access to the first part of the tender, which contains the technical details of the tender and other information and documents required by the Conditions of Contract, except for the price/costs of the tender, will take place at the time specified in the Contract Notice.

15.2.2. The second part of the tender, which contains the prices and/or costs, will only be consulted after the contracting entity/buyer has verified that the technical details of the tenders submitted and the suppliers have complied with the requirements set out in the contract documents and has evaluated the technical details of the tenders in accordance with the requirements of the contract documents. The contracting entity/buyer will communicate the results of this verification and evaluation to all suppliers by means of the CVP IS and will inform them of the date and time of access to the financial proposal. If the contracting entity/buyer rejects the first part of the tender after checking and evaluating it, the remainder of the tender shall not be consulted and shall be kept together with the other documents submitted by the supplier.

15.3. Suppliers and/or their authorised representatives consulting tenders submitted electronically absent.

## 16. Electronic auction

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16.1. If the contracting entity/buyer intends to use electronic auctioning, it shall specify in the special conditions of contract lays down the conditions and procedures for its application.

## 17. Evaluation of proposals

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17.1. The contracting entity/buyer shall evaluate and rank the bids in accordance with the criteria and procedures set out in the contract documents.

17.2. The proposals will be assessed by the Commission. Experts (experts in the subject matter to be evaluated) may be used to evaluate the technical data of the proposals. The evaluation will take place in the absence of the suppliers and/or their authorised representatives.

17.3. After an initial examination of the tenders, the contracting entity/buyer shall:

17.3.1. assesses whether the tenders comply with the requirements set out in the contract documents that are n o t r e l e v a n t to the subject of the contract, requirements, including provisions on alternative offers;

17.3.2. if the contracting entity/buyer establishes grounds for exclusion of a supplier and/or requirements for the qualification of the supplier and/or requires the supplier to comply with the standards of quality management and/or environmental management systems, it shall check, on the basis of the EBPD, whether the supplier submitting the tender (economic operators whose capacities the supplier relies on and sub-suppliers, where applicable) does not comply with the grounds for exclusion set out in the specific conditions of the contract and whether it complies with the qualification requirements set out in the conditions of the contract; and, where applicable, the standards of the quality management system and the environmental management system, and, after having taken a decision on each supplier's compliance with the requirements, shall inform each supplier in writing of the results of this verification within the time limit laid down in the specific conditions of the contract, giving the reasons for the decisions taken. Only those suppliers for whom no grounds for exclusion have been established, who meet the qualification requirements of the contracting entity/buyer and, where applicable, the quality management and/or environmental management system standards, and who comply with the non-discrimination rules, shall be entitled to participate in subsequent procurement procedures;

17.3.3. examine, evaluate and compare the tenders submitted by the tenderers in accordance with the conditions of contract provisions. Where the contracting entity/buyer evaluates tenders on the basis of price or value for money

and the technical characteristics of the tender it chooses to evaluate are not quantified, it first checks and evaluates only the technical data of the tenders, informs the suppliers of the results of this checking and evaluation (without disclosing the other suppliers), and then carries out an overall evaluation of the tender on the basis of the tender price;

17.3.4. conduct an electronic auction (if applicable)

17.3.5. assess whether the prices and/or costs proposed by the suppliers are excessive for the contracting entity/buyer unacceptable. The provisions of Article 58(1)(5) of the IR/ Article 45(1)(5) of the Public Procurement Act apply;

17.3.6. checks that no abnormally low prices have been offered. If the price and/or costs of a tender appear abnormally low, it shall request the supplier (in the case of a simplified procedure, it may request all or only the supplier submitting the most economically advantageous tender) by means of correspondence via the CVP-IS, to justify, within a reasonable time limit set by it, the price and/or costs of the subject-matter of the contract or of the constituent parts of the contract covered by the tender;

17.3.7. request the supplier submitting the most economically advantageous tender to provide relevant documents supporting the information specified in the EBPPD, if they have not been requested and evaluated at earlier stages of the procurement procedure and/or are not required under the terms of the contract.

17.4. If the supplier has provided inaccurate, incomplete or erroneous documents or particulars of compliance with the requirements of the Conditions of Contract, or if those documents or particulars are missing, the contracting entity/buyer shall request (where it is able to do so without prejudice to the principles of equality and transparency) the supplier to clarify, supplement or explain those documents or particulars within a reasonable period of time set by it. The data and/or documents shall be corrected, clarified or supplemented in accordance with the rules laid down by the Public Procurement Authority<sup>4</sup>.

17.5. The contracting entity/buyer may refuse to evaluate the supplier's tender in its entirety if, after examining part of the tender, it finds that the tender must be rejected in accordance with the requirements of the contract documents. (This does not apply where the price quoted in the supplier's tender exceeds the funds available for the procurement and the most economically advantageous tender is selected on the basis of the cost or price or cost/quality ratio and the procuring entity/entity has not specified the amount of funds available for the procurement in the procurement documents (except where all tenders received have been rejected).

## **18. Grounds for rejection of tenders**

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18.1. A tender submitted by a supplier shall be rejected and the supplier shall be excluded from the procurement procedure if at least

one of the following conditions:

18.1.1. the supplier does not extend the validity of the tender at the request of the Commission;

18.1.1. the supplier has not provided the decryption password for the tender before the start of the consultation;

18.1.2. the supplier must be excluded in accordance with the provisions of the contract terms on grounds for exclusion, including in cases where the supplier relies on the capacity of an economic operator or uses a subcontractor and is subject to the requirements of the contract terms on grounds for exclusion, but where the situation of the economic operator or the subcontractor is such that it meets the established grounds for exclusion and the supplier has not, at the direction of the contracting entity/the purchaser, changed the economic operator or the subcontractor to an economic operator not subject to the exclusion grounds;

18.1.3. the supplier does not meet the qualification requirements set out in the specific conditions of the contract and/or, where applicable, the standard for the quality management system and the environmental management system and/or the economic operator on whose behalf the supplier relies does not meet the qualification requirements and has not been replaced by a compliant economic operator at the direction of the contracting entity/the purchaser;

18.1.4. has not revised, supplemented or clarified his/her tender within the time limit set by the contracting entity/buyer;

18.1.5. the supplier has revised, supplemented or clarified the tender within the time limit set by the contracting entity/buyer and This led to a substantial change in its proposal;

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<sup>4</sup>Rules for clarifying, supplementing or explaining proposals.

- 18.1.6. the tender does not comply with the requirements of the contract documents and cannot be remedied in accordance with the rules laid down by the Public Procurement Office<sup>5</sup>.
- 18.1.7. the supplier has not logged in to the electronic auction (clicked on the 'Submit Bid' button) and/or agreed on an initial price for the electronic auction by the deadline set. The supplier submitted a valid initial bid but subsequently refused to participate in the electronic auction (negative response or no response) (in the case of an electronic auction).
- 18.1.8. the price quoted in the tender is excessive and unacceptable to the contracting entity/the Buyer, except in the cases provided for in Article 58(1)(5) of the IR/ Article 45(1) of the CP. If the most economically advantageous tender is rejected on this ground and the contracting entity/buyer has not indicated the amount of the funds available for the procurement in the contract documents, the other tenders cannot be declared successful;
- 18.1.9. the tender contains an abnormally low price and/or costs and the supplier does not provide adequate evidence of the reasonableness of the abnormally low price and/or costs proposed;
- 18.1.10. a proposal that includes an abnormally low price and/or costs does not comply with the environmental, social and labour law obligations referred to in Article 17(2)(2) of the PPO;
- 18.1.11. the abnormally low prices and/or costs proposed in the tender are due to the fact that the supplier has received State aid, but the supplier is unable to prove, within a sufficient period of time to be determined by the contracting authority, that the State aid has been granted lawfully. If the contracting authority rejects a tender on this ground, it shall inform the European Commission thereof. State aid shall be deemed to be any measure fulfilling the criteria laid down in Article 107(1) of the Treaty on the Functioning of the European Union;
- 18.1.12. the tender of the supplier submitting the most economically advantageous tender is found not to be in conformity with IR 29/IPA  
the environmental, social and labour law obligations referred to in Article 17(2)(2);
- 18.1.13. the requirements relating to national security set out in the specific conditions of the contract (where applicable) are not met;
- 18.1.14. the supplier does not meet the requirements set out in the Regulation;
- 18.1.15. The Government of the Republic of Lithuania has adopted a decision confirming that the proposed transaction is not in the interests of national security in accordance with the Law on Protection of Objects Important for National Security (if applicable);
- 18.1.16. the supplier does not have the required professional capacity, where the contracting entity/buyer identifies a conflict of interest on the part of the supplier that may adversely affect the performance of the contract;
- 18.1.17. The contracting entity/buyer may reject tenders on other grounds set out in the specific conditions of contract.
- 18.2. The supplier shall be informed in writing by means of the CVP IS of the rejection of the tender and the reasons for such rejection.

## **19. Ranking of tenders and determination of the successful tenderer**

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- 19.1. After examining, evaluating and comparing the tenders submitted, the contracting entity/buyer shall determine the rank order of the tenders (except where only one supplier submits a tender, or only one supplier remains after the evaluation of the tenders), which shall include unsuccessful tenders, and shall determine the successful tender and take a decision on the contract award.
- 19.2. The ranking of tenders shall be determined in descending order of cost-effectiveness. Where the economic viability of several tenders submitted is the same, the supplier whose tender is submitted earliest by means of the CVP-IS shall be placed first in the ranking list.
- 19.3. Before determining the successful tender, the contracting entity/buyer shall require the supplier submitting the most economically advantageous tender to provide up-to-date documents confirming the absence of any grounds for exclusion referred to in the contract documents, demonstrating compliance with the qualification requirements set out in the contract documents and, where applicable, confirming its compliance with the standards of the quality management system and/or the environmental management system, unless they have been requested and evaluated in a previous contract

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<sup>5</sup>Rules for clarifying, supplementing or explaining proposals.

during the stages of the procedure and this information is still relevant, and unless the conditions of the contract do not require these documents. The contracting entity/buyer shall also assess whether the tender of the supplier submitting the most economically advantageous tender should be rejected on other grounds.

19.4. If only one supplier has submitted a tender, or if only one supplier remains after the evaluation of the tenders, the order of the tenders shall not be determined and that tender shall be considered the successful tender.

## **20. Information on the outcome of procurement procedures**

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20.1. The contracting entity/buyer shall inform the suppliers of the outcome of the procurement procedure by means of the CVP IS, in accordance with the provisions of Article 68 of the IR, no later than 3 working days after the award of the successful tender. The contracting entity/buyer shall also inform the suppliers of the reasons for the decision not to award the contract.

20.2. Interested tenderers may, from the date of the notification of the contracting entity/buyer's decision to award the contract to the tenderers until the expiry of the standstill period, request the contracting entity/buyer to submit the successful tender. In such a case, the time limit set out in Article 108(1) of the PDO/ Article 102 of the PPO shall be extended for an additional period, starting from the date of submission of the request to submit the successful tender by the tenderer concerned to the contracting authority and ending with the submission of the successful tender to the tenderer concerned. If the successful tenderer's tender is submitted on the same day as the request, the time limit set out in Article 108(1) of the PDO/ Article 102 of the VP/OPA shall be extended by one working day. The procuring entity may make the successful tender available to interested tenderers by providing the information referred to in point 20.1.

## **21. Contract conclusion**

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21.1. The contract shall be awarded to the supplier whose tender has been declared successful in accordance with the procedure laid down in the conditions of contract, or, if the procurement is divided into lots, to the suppliers whose tenders have been declared successful (the contracting entity/the purchaser may decide to award a single contract for the lots for which the same supplier has been declared the successful supplier).

21.2. The contract shall be awarded immediately, but not before the expiry of the set deferral period, except where it may be waived in accordance with the provisions of the PDO/PD. For international procurement, the standstill period shall be 10 working days, for simplified procurement 5 working days. The contracting entity/buyer may not conclude the contract after receiving a copy of the supplier's request or of the claim before the court before the expiry of the prescribed standstill period or of the time limits referred to in Articles 103(2), 111(2)(3), 111(3)(3) of the IR 109/IP and before the contracting entity has received the court's notification of the delay (the time limits referred to in Articles 103(2), 105(2)(3), 105(2)(3), 105(3)(3) of the IP 109/IP, and before the contracting entity has received the court's notification):

21.2.1. a reasoned order of the court refusing to accept the application;

21.2.2. a reasoned court order rejecting the supplier's application for interim measures where that application was received by the court before the action was brought;

21.2.3. the court's decision to admit the action without interim measures.

21.3. The successful supplier shall be invited in writing to conclude the contract and shall be given a time limit by which it must conclude the contract.

21.4. A supplier is deemed to have refused to award a contract where at least one of the following applies:

21.4.1. the supplier refuses in writing to conclude it;

21.4.2. fails to provide a performance guarantee by the deadline set by the contracting entity;

21.4.3. fails to sign the contract by the time specified by the contracting authority;

21.4.4. refuses to conclude the contract on the terms and conditions set out in the GPI and the T&Cs;

21.4.5. the group of suppliers whose tender is declared successful does not set up a legal entity, where this is a requirement of the specific conditions of the contract.

21.5. If the successful supplier refuses to conclude the contract, or if it fails to provide the performance security specified in the contract documents or to comply with the other conditions of entry into force laid down in the contract within the time limit set by the contracting entity/buyer, it shall be offered for award to the supplier whose tender, according to the established order of the tenders, is placed first after the one which refused to conclude the contract, failed to provide a performance security or failed to comply with the conditions of entry into force. Before proposing to award a contract, the contracting entity/the buyer shall request from that supplier the relevant documents confirming the information referred to in the EBPPD, if they have not been requested and evaluated at earlier stages of the procurement procedure and/or are not required under the terms of the contract, and shall assess whether its tender should be rejected on other grounds.

21.6. The contract shall not modify the price, costs or other terms of the successful supplier's tender.

21.7. The contracting entity/buyer shall publish the successful tender, the concluded contract and amendments thereto, except for information subject to the requirements for the protection of confidential information referred to in Article 32(5) of the PI, or the disclosure of which would be contrary to the legislation governing the protection of information and data or to the public interest, or which would harm the legitimate commercial interests of a particular supplier, or would have a negative effect on competition between suppliers, in the CVP IS no later than 15 days from the day of the conclusion of the contract or the date of amendment, and at the latest before the start of the first payment thereunder. The contracting entity/buyer shall publish information on contracts awarded orally (*in the case of simplified procurement*) in the CVP IS at the latest 15 calendar days after the end of the quarter in which the contracts were concluded.

21.8. The following provisions shall apply to the conclusion of the Treaty in accordance with the procedure established by the Law on International Sanctions of the Republic of Lithuania (hereinafter referred to as the "Law on Implementation of Sanctions") and other international legal acts:

21.8.1. Upon identification of a potential winner, the Procuring Entity shall initiate a procedure to determine whether the performance of the contract to be awarded will be in compliance with mandatory international sanctions implemented in the Republic of Lithuania as defined in the Law on Implementation of Sanctions and other international, European Union and Republic of Lithuania legislation (at least one of the applicable sanctions);

21.8.2. If it is established that the performance of the intended contract will contravene binding international sanctions (at least one of the applicable sanctions) implemented in the Republic of Lithuania, as defined in the Law on the Implementation of Sanctions and other international, European Union and Republic of Lithuania legislation, the contract may not be concluded with the potential winner. In such a case, the Contracting Entity shall contact another Supplier who may be declared the successful tenderer.

21.9. The provisions under the NSUSOA and the IA shall apply to the conclusion of the contract:

21.9.1. Pursuant to the NSSOAI, prior to the award of a contract, the procuring entity shall initiate a procedure to determine whether the envisaged contract is in the interest of national security, and whether such contract may be awarded and performed.

21.9.2. If the contract to be concluded is not in the interests of national security, it may not be concluded until the reasons which threaten the interests of national security have been eliminated, if such reasons can be eliminated.

21.9.3. The decision on whether the intended conclusion of a treaty is in the interests of national security shall be taken by the LRG<sup>6</sup> in accordance with the procedure laid down in the NSUSOA. The Coordination Commission for the Protection of Objects of National Security Importance shall issue conclusions or recommendations on other measures necessary to safeguard the interests of national security in relation to the protection of objects of national security importance.

21.9.4. If the LRG decides that the contract to be concluded with the contracting entity is not in the interest of national security or if the Coordination Commission for the Protection of Objects Critical to National Security issues conclusions or recommendations, as set out in Clause 17.6.3 of the present Procedures, the contract shall not be concluded. In such a case, the procuring entity shall solicit another Supplier who may be declared the successful supplier.

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<sup>6</sup>Government of the Republic of Lithuania

21.10. The contract can only be concluded if there are no objective and justified reasons for not concluding the contract (for example: conflict of interest, restrictions on audit service providers to provide services other than auditing financial statements as provided for in Article 5 of Regulation (EU) No 537/2014 of the European Parliament and of the Council of 16 April 2014 on specific statutory audit requirements for public-interest entities and repealing Commission Decision 2005/909/EC, Article 4 of the Law on Auditing of the Financial Statements of the Republic of Lithuania, and the like). The Supplier shall have the right to request the Contracting Entity/Customer to confirm the absence of the above circumstances and shall be obliged to provide, at the request of the Contracting Entity or on its own initiative, information and substantiated evidence on the (non-)existence of the above circumstances (if applicable).

21.11. If, in the performance of the Contract, the other Party will process personal data on behalf of the Contracting Entity as a processor, a data processing agreement must be concluded without delay after signature of the Contract. If the need to process personal data becomes apparent after the signature of the Contract, the processing agreement shall be signed by the Parties without delay, but at the latest before the processing of the personal data begins. The Data Processing Agreement shall not allow the Parties to modify the terms and conditions of the Purchase, including the provisions of the Contract, and/or to alter the economic balance in favour of the Supplier.

21.12. If, in the course of the Contract, the procuring entity transfers personal data to the other Party as an independent controller, a data transfer agreement shall be signed promptly after the signature of the Contract, or, if the need to transfer personal data becomes apparent after the signature of the Contract, a data transfer agreement shall be signed by the Parties promptly, but at the latest prior to the commencement of the transfer of personal data. The Agreement shall not allow the Parties to modify the terms and conditions of the Purchase, including the provisions of the Contract, and/or to alter the economic balance in favour of the Supplier.

21.13. If confidential information (sensitive internal use information, commercial (industrial) secrets, other confidential information) will be communicated to the Supplier during the procurement or in the performance of the Contract, a confidentiality agreement will have to be signed with the Supplier prior to the communication of such information, the text of which is set out in Annex SD (if applicable).

## **22. Right to challenge actions or decisions taken by the contracting authority**

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22.1. A supplier who considers that the contracting entity has not complied with the requirements of the PD/PL and has thereby infringed or will infringe its legitimate interests may, in accordance with the procedure laid down in Chapter VII of the PDL, apply to the Regional Court as a court of first instance.

22.2. In order to challenge the decisions or actions of the contracting entity in court before the award of the contract, the supplier must first lodge a complaint electronically with the contracting entity/entity.

22.3. The time limits for lodging a complaint with the contracting entity/entity, making a request or bringing an action before a court are laid down in Article 108 of the IP/ Article 102 of the PD.

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