

DESCRIPTION OF GENERAL PROVISIONS (GPD) FOR THE CONDUCT OF PROCUREMENT PROCEDURES BY UAB LTG KOMPETENCIJŲ CENTRAS AND THE COMPANIES WITHIN AB LIETUVOS GELEŽINKELIAI GROUP

I. INFORMATION ON THE COMPANY

1.

Contracting authority	UAB LTG Kompetencijų centras , which is authorized to perform the functions of the central procurement organization (CPO) of the group companies and assigned to perform the Procurement procedures and other related procedures until the conclusion of the Contract or Preliminary Contract.
The abbreviations used herein	KC
Address	Registered address: Pelesos Street 10-102, 02111 Vilnius Address for correspondence: Pelesos Street 10, 02111 Vilnius
Company code	307037118
VAT status	Non-VAT payer
VAT code	-

2. KC conducts a procurement or public procurement (hereinafter: the '**Procurement**') for own needs and/ or on behalf in favor of LTG Group's companies as defined in the Special Conditions. During the conduct of a Procurement, in the event of reorganization, including merger and division, split-off, bankruptcy procedures, conversion of the Principal / one of the Principals or transfer of activities (business) or part thereof carried out by the Principal / one of the Principals on other legal grounds (including, but not limited to, a contribution in the form of assets, an undertaking, activities (business) or part thereof to the authorized capital of third persons), the economic entity taking over the right and obligations of the Principal shall be considered to be a new Principal within the scope of the Procurement without changing the essential terms of the Procurement. The Suppliers participating in the Procurement shall be notified of that by means of the CPP IS.

II. GENERAL INFORMATION ON THE CONDUCT OF PROCUREMENTS

3. A Procurement is carried out in accordance with the PPL¹ and/or the PL², the CC³, other procurement regulations as well as the present general and special conditions of the Procurement and annexes thereto.

4. All Procurement procedures shall be conducted following the principles of equality, non-discrimination, transparency, mutual recognition, proportionality, and the requirements of confidentiality and impartiality.

5. Observers shall not be invited to participate in the meetings of the procurement commission, unless otherwise established by the Special Conditions of the Procurement

6. KC must terminate the launched procurement procedures where the principles set out in Article 17(1) of the PPL/ Article 29(1) of the PL have been violated and the situation cannot be remedied

7. KC has the right to terminate the launched procurement procedures at its own discretion in the event of emergence of unforeseeable circumstances, or substantial errors have been made in the procurement documents, which render the procurement irrelevant or as a result of which the procurement object not meeting the needs of KC would be procured.

8. All terms used herein are defined in the PL and/or the PPL. In the case of conducting a Procurement in accordance with the requirements laid down in the PL and if the needed term and/or procedure is not defined therein, the relevant provision of the PPL shall be applicable.

9. Unless specifically provided otherwise in these GPD, the words in the singular also refer to the plural, the words of one gender also refer to any other gender, the words referring to a person include legal and other than legal persons, and a reference to the whole also includes a reference to part thereof and (in each particular case) vice versa.

10. Other terms not defined in the PPL or the PL but in the context of all KC procurements are understood and applied uniformly:

Terms	Definitions	Abbreviations (if applicable)
Description of General Provisions (GPD) for the Conduct of Procurement Procedures by UAB LTG Kompetencijų centras (KC)	These provisions are intended to provide general information on all procurement procedures conducted by LTG Group's companies, which is applied to procurements conducted by way of a negotiated procedure with or without publication of a contract notice and in the form of an open tendering procedure.	GPD
General and Special Parts of the Procurement conditions	Any other conditions related with a particular object of procurement; the requirements applicable to it as well as other conditions. The conditions are divided into two parts: General Part (GP) and Special Part (SP). The General Part is provided as an annex to the Special Part.	GP SP
Procurement Conditions	The Procurement Conditions cover both the GP and SP as well as annexes thereto.	
Procurement Commission	The Procurement Commission formed to conduct KC's procurement procedures.	Commission
European Single Procurement Document	Relevant declaration attesting to a financial standing of companies, their capacity and suitability to participate in a procurement procedure, replacing documents issued by the competent authorities and preliminarily confirming that the Supplier and economic entities on the capacities whereof it relies meet the criteria set out in the Procurement documents for the absence of grounds for Supplier exclusion, qualification, required quality assurance standards and environmental management standards, and pre-qualification selection.	ESPD
Request for Participation	Pursuant to the terms and conditions established by KC the set of documents and data provided by the Supplier in writing, together with the European Single Procurement Document (ESPD), whereby it expresses an interest in participating in the Procurement (applied to a negotiated procedure with publication of a contract notice).	
Tender	In these GPD the term ' tender ' includes the terms of both a tender (initial and final as well as modified (if applicable) and of a request for participation applied in the context of the general requirements for submission of documents. It is noteworthy that in the case of negotiations the Tender means the Final Tender, unless it is indicated that the Tender means the Initial Tender.	
Enterprise of importance to ensuring national security	In accordance with Article 2(1) of the LoPOIENS ⁴ : 1) Annex 2 to this Law lists the public limited liability companies or private limited liability companies which, according to their purpose or nature of activities, are of strategic importance to national security interests and whose shares carrying at least 2/3 of votes at the general meeting of shareholders are held by the State, a municipality or a state-owned company;	LTG, LTG Infra, LTG Link, LTG Cargo ⁵

¹ The Republic of Lithuania Law on Public Procurement (hereinafter: the '**PPL**').

² The Republic of Lithuania Law on Procurement by Contracting Entities Operating in the Water, Energy, Transport and Postal Services Sectors (hereinafter: the '**PL**').

³ The Republic of Lithuania Civil Code (hereinafter: the '**CC**').

⁴ The Republic of Lithuania Law on the Protection of Objects of Importance to Ensuring National Security (hereinafter: the **LoPOIENS**).

⁵ According to Annex 2 to the LoPOIENS – category II enterprises of importance to ensuring national security.

	2) State-owned companies which have been transferred the right of ownership to the shares held by the State in the enterprise specified in point 1.	
Supplier	Having the same meaning as tenderer, candidate	
Related Party	<p>Parties are considered related when one party has the ability to control the other or can exercise significant influence over the other party's financial and operational decisions.</p> <p>A Related Party is defined as defined in IAS⁶ 24. On the date of approval of this Policy, the following are considered Related Parties:</p> <ul style="list-style-type: none"> • Companies or enterprises controlled by the State*, • Subsidiaries of parent company AB "Lietuvos geležinkeliai", • Related, non-consolidated and associated and joint ventures of AB "Lietuvos geležinkeliai", • Board members and their close relatives and companies controlled by them, • All Key management personnel and their close relatives and companies controlled by them. <p>* For entities operating in an environment in which government control is pervasive, many counterparties are also government-related and therefore are related parties. IAS 24 allows a reporting entity to reduce the level of disclosures about transactions and outstanding balances, including commitments, with:</p> <ul style="list-style-type: none"> • A government that has control, joint control or significant influence over the reporting entity; and • Another entity that is a related party because the same government has control, joint control or significant influence over both the reporting entity and the other entity. 	

11. The Procurement is conducted by means of the CPP IS⁷ at: <https://viesiejipirkimai.lt>. Only those Supplier who are registered in the CPP can participate in the Procurement (free of charge registration at <https://viesiejipirkimai.lt>). Any information, clarifications of the Procurement documents, notices or exchanges of other correspondence between KC and the Supplier take place only by means of the CPP IS, except for:

11.1. Submission of tenders by suppliers if other means for the submission of tenders are specified in the SP;

11.2. Communication during signing the contract (Procurement Contract, Framework Agreement) and exchanging information concerning the signing of the contract, if KC specifies other means of communication when sending the invitation to sign the contract;

11.3. Filing claims (claims can be lodged by electronic means);

12. Instructional material on how to connect and use the CPP IS is available on the Public Procurement Office's website www.vpt.lrv.lt.

13. KC is not liable for contingencies due to which electronic tenders or other documents submitted by other than electronic means have not been received or have been received after the deadline. On request of the Supplier by means of the CPP IS, KC acknowledges receipt of the Supplier's tender and indicate the date, hour and minute of the receipt.

14. The Procurement conditions are drafted in accordance with the Law of the State Language of the Republic of Lithuania. The Procurement conditions are provided in the CPP IS in the Lithuanian language. The Procurement conditions may be provided in other language as well if Section 1 of the SP so stipulates.

15. In the case of any discrepancies in the Procurement documents the principle of primacy is applied in the following order:

15.1. Notice of Procurement;

15.2. Answers to questions and clarifications of the Procurement conditions;

15.3. Technical Specification;

15.4. Annexes to the SP;

15.5. GP;

15.6. GPD;

15.7. Contract (Framework Agreement):

15.7.1. SP of the Contract;

15.7.2. GP of the Contract.

III. GENERAL REQUIREMENTS FOR THE PREPARATION AND SUBMISSION OF TENDERS

16. By submitting the Tender, the Supplier agrees to accept the present GPD, including the SP and GP, and annexes thereto, and confirms that information provided in its tender is correct and includes everything that is needed for proper execution of the Procurement Contract.

17. KC (the Principal(s)) shall not compensate suppliers for any expenses related to the preparation and submission of Tenders, nor expenses related to decisions adopted by KC in accordance with the applicable provisions of the Procurement documents, the PPL, the PL and the applicable case-law

18. The Tender consists of a set of relevant data and documents provided by the Supplier. What documents shall be provided together with the Tender is specified in the SP.

19. **The Supplier's Tender shall be submitted in the standard form attached to the SP.**

20. **The Tender must explicitly specify which parts of the Tender and which documents are confidential, since the Tender of the winning Supplier, as well as the Procurement Contract and any amendments thereto, are published in the CPP IS in accordance with the procedure established by legislation.** Detailed information relating to confidentiality of Tenders is provided in Chapter IV of the present GPD.

21. Unless the SP provides otherwise, the Tenders shall be submitted by electronic means only using the CPP IS.

22. Tenders and annexes thereto may be submitted in 2 ways:

22.1. directly formed e-documents (if the SP so stipulates, these documents must be signed with a qualified electronic signature that is compliant with the legal requirements;

22.2. digital copies of documents (if the SP so stipulates, these documents must be signed with a qualified electronic signature that is compliant with the legal requirements).

23. The Supplier may submit a single Tender. If the SP stipulates that the Procurement object is divided into lots, the Supplier may submit only one tender for each separate lot of the Procurement object, regardless of whether it takes part in the Procurement individually or as a member of the group of Suppliers. The same economic entity can be included as subcontractor in the tender bids of different suppliers. Also, the supplier who has submitted a tender bid independently, or who participates on a joint venture basis, may act as subcontractor of another company submitting a tender bid in the same procurement procedure, except for the cases where there is sufficient evidence that such conduct of economic entities should be qualified as a prohibited agreement. It should be noted that a tender may be submitted only for those lots of the Procurement object for which a request for participation has been submitted, if any, with a view to the type of procurement. Where the Supplier submits more than one Tender, none of the Tenders submitted shall be evaluated.

24. Where the Tender or other documents submitted along therewith are signed with a qualified electronic signature the Supplier's representative indicated in these documents must be the same person who has signed this document with an electronic signature.

25. Documents accompanying the Tender issued (prepared) by other institutions must be signed by the heads of these institutions or their authorised persons or must be generated in electronic form in such a way that they can be identified/verified. With the exception of cases where a document is not signed and there is publicly available information that the documents is not signed.

26. In the Tender the Supplier must specify what subcontractors (if known) it intends to subcontract and for what part of the Procurement Contract. If before the award of the contract particular subcontractors are known by the Supplier, the latter must inform KC.

⁶ International accounting standards ((hereinafter: IAS)

⁷ The Central Public Procurement Information System (hereinafter: the 'CPP IS').

27. Whether the Tender must be accompanied by samples of the products, the procedure, terms and address for presenting thereof are set out in the SP. Moreover, the SP includes all information related to examination of samples presented. The possibility to examine the presented samples of the wining Supplier is allowed before the entry into force of the Procurement contract upon request submitted to KC by means of the CPP IS.

28. Where part of the Tender documents or the entire Tender is submitted in other than the Lithuania language, the translation into Lithuanian shall prevail with respect to interpretation of documents, except for the Tender security where the original text in English shall prevail and the cases when the SP stipulates that documents are accepted in other language as well.

29. In case of doubt about the conformity of the certified copy with the original, KC has the right to require submitting the original documents. KC has the right to request to provide Apostilled documents if the authenticity of documents raises serious doubts.

30. The supplier may submit a tender and/or enter into a contract only if there are no objective and reasonable grounds due to which the contract cannot be awarded (e.g., a conflict of interests, restrictions on the provision by auditors of non-audit services, 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 (hereinafter: the 'Regulation'), Article 4 of the Law on Audit of Financial Statements of the Republic of Lithuania, etc.). Before the day of access to tenders the Supplier shall apply in writing to LTG Audit Committee for approval (email: vat@litrail.lt) and must, on request of KC or at its own initiative, provide information and substantiated evidence on the (non-)existence of threats to independence in case:

1) The Supplier is an auditor service provider to a company within LTG Group and is subject to the restrictions on the provision by auditors of non-audit services, as provided for in Article of the Regulation;

2) The Supplier participates in a procurement for audit services (as defined in the Regulation) conducted by a company within LTG Corporate Group.

31. The Supplier must provide the following information and substantiated evidence on the (non-)existence of threats to independence:

1) Information on services in the procurement whereof the Supplier intends to participate, provide a detailed description of such services or include a reference to the procurement documents published;

2) The estimated scope of such services;

3) Arguments why the intended services are not treated as prohibited services and why the provision of these services would not result in a threat to the Supplier's independence;

4) In the cases where the Supplier belongs to a network, evidence on the Suppliers independence assessment and approval carried out by the network's internal risks assessment unit, including the Supplier's application submitted to the network for assessment of independence.

32. A contract may be concluded with the Supplier, which is an Related-party, only if there are no objective and reasonable reasons why it could not be concluded, as provided for in the Related-party transactions policy approved by Decision No. SPR-VL(LTG)-1/2024 of December 12, 2023 of the Board of AB "Lietuvos Geležinkeliai"⁸. The Supplier must, at the request of KC or on his own initiative, provide information and (or) documents substantiating that the price or rates offered by him correspond to the conditions of the open market under which similar transactions are concluded. I.e. the transaction is concluded under the same conditions and circumstances as between the buyer and seller concerned, when these persons are unrelated and act independently of each other in their best interests.

33. Other requirements applied to the submission of Tenders:

Language	Requirements for translation	Signing	Format of documents	Possibility to submit a variant	Requirements for price (rate) indication
Lithuanian*	Confirmation by signature of the manager of the Supplier or his/her authorised person ⁹	1. The manager of the Supplier or his/her authorised person; 2. The SP indicates whether it is required to sign a document with a qualified electronic signature.	1. Non-discriminatory; 2. Universally accessible.	Excluded, except for the cases specified in the Tender Form	1. Euros; 2. 2 (two) decimal places, except for the cases specified in the Tender Form; 3. All taxes must be included and the total scope of the Procurement Object specified in the TS and annexes thereto.

* except for the cases established in the SP and Tender security which may be provided in the English language.

IV.CONFIDENTIALITY OF TENDERS

34. The Tender may not be designated as confidential in its entirety. The Supplier who will be the potential winner, upon demand of KC, will have to complete and submit the confidential information table provided by KC.

35. Confidential information indicated by the Supplier in the Tender Form may include, but not limited to, trade (industrial) secret and the confidential aspects of the Tender.

36. Information that may not be considered confidential:

Nature of information	Status of information
a) Information the non-disclosure of which would violate the laws setting requirements for the disclosure of information or the right of access to information	Non-confidential
b) Information contained in the documents confirming the absence of grounds for Supplier's exclusion, the fulfilment of qualification requirements (except for the data relating to the protection of personal data), quality assurance standards and environmental management standards**	Non-confidential
c) Information on the economic entities involved on whose capacity the Supplier relies and on subcontractors	Non-confidential

* Articles 33, 58 and 86(9) of the PPL and Articles 46, 68 and 94(9) of the PL respectively.

** Except for information the disclosure of which would violate obligations of the Supplier under contracts with third parties, where this information is necessary for the Supplier to protect its legitimate interests

37. Where the Supplier indicates information contained in Clause 36 as confidential, KC will not be bound, in addition, to contact the Supplier as regards confidentiality of this information and in all cases this information will be deemed to be non-confidential as well as will be able to make it available in accordance with the procedure set out by laws without contacting the Supplier for additional evidence or justification of the confidentiality of such information.

38. Where KC has doubts as to the confidentiality of the information contained in the Supplier's Tender, KC requests the Supplier to provide evidence of the confidentiality of such information. Where the supplier fails to provide such evidence within the time limit specified by KC, which may not be shorter than 3 (three) working days, or provides inappropriate evidence, such information is not deemed as confidential.

V. TENDER SECURITY

39. Where the SP stipulates that the Tender shall be secured by a Tender security, the Supplier must submit such Tender security issued in favour of KC together with the Tender by means of the CPP IS.

40. The specific method and amount of the Tender security is set out in the SP.

41. The Supplier's Tender security shall be provided in the Lithuanian or English language or translated to the Lithuanian or English language and certified by the translator.

42. A document confirming the Tender security shall be signed separately by the issuing organization with a qualified electronic signature that is compliant with the legal requirements¹⁰. The Tender security may be provided in a different way only if a bank or an insurance company does not issue documents signed with a qualified electronic signature and confirm that themselves.

⁸ Related-party transactions policy - Related Party Transactions Policy.pdf (ltg.lt)

⁹ In the cases where translation is certified with the signature of the supplier or its authorised person, the supplier shall bear full liability in accordance with law for the authenticity of translation. The supplier shall cover all translation costs. KC shall reserve the right to require a translation of the document certified with the translator's signature and the stamp of the translation agency and/or to instruct that the signature of the person making the translation is notarised.

¹⁰ Article 34(11)(2) and (3) of the PL or of Article 22(11)(2) and (3) of the PPL.

43. The Tender security document submitted in electronic form shall not be returned. The Tender security provided in any other form shall be returned to the unsuccessful Supplier on its request after the expiry of the validity period of the Tender by agreement between the parties, after the entry into force of the Procurement Contract with the successful Supplier or upon termination of the Procurement procedures. The Tender security shall be returned to the successful Supplier on its request after the signature of the contract and submission of contract performance security (if required).
44. The Tender security shall be valid for the period not shorter than the period of validity of the Supplier's Tender. During procurement procedures, as well as upon suspension of procurement procedures due to the application of interim measures, KC may request the Supplier to extend the period of validity of the Tender (including the Tender security) until a specified date. The Supplier may reject such request without losing its right to its security. If the Supplier does not respond to KC's request to extend the tender security period, does not extend the tender security period, or does not provide a new tender security, it shall be deemed to have rejected the request. The Tender of the Supplier who has rejected the request of KC shall not be further analysed and assessed.
45. Prior to providing the Tender security the Supplier may request KC by correspondence means of the CPP IS to confirm that KC agrees to accept the proposed Tender security. In that case, KC shall give the Supplier a reply by correspondence means of the CPP IS not later than within 3 (three) working days of the receipt of the request. This confirmation shall not deprive KC of the right to reject the security provided by the Supplier subject to receipt of information that the economic entity providing the Tender security has become insolvent or has failed to fulfil its obligations to KC or other economic entities or has fulfilled them improperly.
46. The types of Tender security:

Possible types of Tender security	Requirements imposed								
a) A bank guarantee	<p>1. Irrevocable</p> <p>2. Unconditional</p> <p>3. Has to be subject to the law of the Republic of Lithuania and the ICC Uniform Rules for Demand Guarantees, International Chamber of Commerce Publication No. 758 (hereinafter – the Rules). If there is a discrepancy between the Rules and the law of the Republic of Lithuania, the provisions of the Rules shall prevail.</p> <p>4. Has to be signed by the issuing entity with a qualified electronic signature that complies with the requirements laid down in Article 22(11)(2) and (3) of the PPL, Article 34(11)(2) and (3) of the PL. The qualified electronic signature in the case of the conduct of procurements not covered by the PPL and the PL shall be subject to the requirements laid down in the Law of the Republic of Lithuania on Electronic Signature.</p> <p>5. The bank guarantee must be issued by a bank registered in the Republic of Lithuania or in another Member State of the European Union or in a state of the European Economic Area (EEA), which has an investment grade rating no lower than the investment grade rating approved by an international rating agency as indicated in the table below.</p> <p>6. In case of providing the bank guarantee issued by an international bank not registered in the Republic of Lithuania or another Member State of the European Union, or a state of the European Economic Area (EEA), such international bank shall have an investment grade rating approved by an international rating agency not lower than specified in this table.</p> <p>The bank itself which has issued a guarantee must fulfil the rating criteria concerned.</p> <p>If, due to the specificity of the country risk, international rating agencies do not assign an international credit rating to the authorities of the supplier's country but assign a national scale credit rating, the supplier may provide a guarantee from a credit institution with a national scale credit rating of at least Class A by Standard & Poor's, Moody's or Fitch Ratings.</p>								
b) A letter of indemnity issued by an insurance company or credit union	<p>1. Has to be irrevocable</p> <p>2. Unconditional</p> <p>3. Has to signed by the issuing entity with a qualified electronic signature that complies with the requirements laid down in Article 22(11)(2) and (3) of the PPL, Article 34(11)(2) and (3) of the PL. The qualified electronic signature in the case of the conduct of procurements not covered by the PPL and the PL shall be subject to the requirements laid down in the Law of the Republic of Lithuania on Electronic Signature.</p> <p>4. The following may be submitted along therewith:</p> <p>4.1. A copy or the original of the signed insurance certificate (policy), signed with an electronic signature of the insurer or its authorised person;</p> <p>4.2. A copy of the document as proof of payment of an insurance premium for issuing a letter of indemnity insurance.</p> <p>5. 5. The issued letter of indemnity insurance shall be governed by the law of the Republic of Lithuania and the Uniform Rules for Demand Guarantees (URDG), International Chamber of Commerce Publication No. 758. If there is a discrepancy between the Rules and the law of the Republic of Lithuania, the provisions of the Rules shall prevail.</p> <p>6. The insurance company or credit union must have an investment grade rating approved by an international rating agency not lower than specified in this table.</p> <p>7. Where an insurance company is not rated, it shall be deemed to be acceptable if the aforementioned ratings are assigned to the main shareholder of such insurance company, which controls at least 50 percent of shares in the insurance company. This does not apply to credit unions.</p>								
c) Penalty	<p>1. If the Supplier, who is invited to conclude the Contract but refuses to enter into the same, upon demand, shall have to pay a penalty set out in the Special Conditions</p> <p>2. The penalty shall be paid to the account indicated by KC within 5 (five) working days after special demand by KC. The penalty shall be paid in full as a lump-sum payment.</p>								
<p>A bank, insurance company or credit union issuing a guarantee or a letter of indemnity insurance shall have, on the date of issuing the relevant document, a long-term investment grade rating not lower than the long-term investment grade rating specified, approved by at least one of the following international rating agencies:</p> <table><tr><td>Fitch Ratings</td><td>Standard&Poor's</td><td>Moody's</td><td>A.M. Best</td></tr><tr><td>BBB</td><td>BBB</td><td>Baa2</td><td>BBB+</td></tr></table>		Fitch Ratings	Standard&Poor's	Moody's	A.M. Best	BBB	BBB	Baa2	BBB+
Fitch Ratings	Standard&Poor's	Moody's	A.M. Best						
BBB	BBB	Baa2	BBB+						

47. The cases when KC acquires and when loses the right to Tender security:

KC shall acquire the right to use tender security when:	KC shall lose the right to use tender security when:
a) The Supplier withdraws its Final tender during the period of validity thereof, i.e. after the deadline for submission of Tenders.	a) The Tender (including, Initial, Amended and Final Offers) is rejected.
b) The successful Supplier avoids or refuses to sign the contract within the time limit specified by KC	b) The Supplier withdraws its Initial or Amended tender before the deadline for submission of Final tender.
c) The successful Supplier avoids, delays or refuses to provide the document evidencing the contract performance security within the time limit established in the contract	c) on the basis of the procurement negotiations, the procurement terms are changed, for which the Suppliers are invited to submit Amended tenders, and the Supplier does not submit an Amended tender.
-	d) The period of validity of the Tender security expires
-	e) Procurement procedures have been terminated
-	f) the contract enters into force and the contract performance security (if required) is provided in accordance with the contractual terms and conditions

48. Upon request of KC to use tender security, it must be paid not later than within 30 (thirty) days of the moment of receipt of such request.

VI. INFORMATION RELATED TO CLARIFICATIONS / ADJUSTMENTS OF THE PROCUREMENT CONDITIONS

49. The Procurement conditions may be clarified and/or adjusted at the initiative of both KC and Suppliers when they apply to KC by means of the CPP IS. Regardless of at whose initiative clarification / adjustment of the Procurement Conditions takes place, the same terms and conditions apply.
50. KC does not intend to hold a meeting with Suppliers on clarification of the procurement documents, except for the cases specified in the SP.
51. All clarifications / adjustments are an integral part of the Procurement conditions.
52. Where information provided in a contract notice does not conform to information contained in other procurement documents, the information specified in the contract notice is deemed to be correct.
53. All clarifications / adjustments of the Procurement documents are published in the CPP IS and are sent to Suppliers by means of the CPP IS without disclosing who has submitted a request to provide such clarification / adjustment.
54. The deadlines may be extended at the initiative of both KC and Suppliers. In case of extending the deadline on request of the Supplier, the identity of the Supplier from whom such request to extend the deadline has been received is withheld. The deadlines when Suppliers apply for clarification and/or adjustment of the Procurement conditions are provided in the **GP**.

VII. INFORMATION ON PARTICIPATION OF A GROUP OF SUPPLIERS IN KC PROCUREMENT PROCEDURES

55. Where a group of Suppliers participates in a procurement, in the Tender it must submit a digital copy or the original copy of the JVA¹¹ if the document is signed with an electronic signature.

What clauses shall be included in the JVA	Implication of the clause
a) Information on the composition of the group of Suppliers	Essential
b) Obligations of each member of the group of Suppliers	Essential
c) A share of the value of obligations, as a percentage (%) ¹²	Essential
d) Stipulates joint liability of all parties to the JVA for non-performance or improper performance of obligations	Essential
e) The provision that the replacement of members identified in the JVA shall be considered a material breach of the contract, except for the cases provided for in the laws of the Republic of Lithuania, and with the prior written consent of KC	Essential
f) The JVA member to act in the representative capacity in dealing with all general issues in relation to the Procurement	Essential
g) The JVA member authorised to submit invoices and sign documents related to implementation of the contract	Essential

57. KC shall not require the group of Suppliers to assume a certain legal form if the Tender submitted by that group of Suppliers is identified as the winning tender and the award of the contract is proposed, unless otherwise provided in the SP.
58. The Supplier may submit only one Tender – individually or as a member of the group of Suppliers. Where the Supplier submits more than one tender or the Supplier of the group of Suppliers is involved in submitting several tenders, all such tenders shall be rejected, except for the cases where the Supplier participates in the Procurement individually and as a subcontractor of other Supplier, except for the cases where there is sufficient evidence that such conduct of economic entities should be qualified as a prohibited agreement.

VIII. REQUIREMENTS FOR SUPPLIERS AND THEIR CONFORMITY ASSESSMENT

VIII. (1) GENERAL INFORMATION ON EXCLUSION GROUNDS, EXCLUSION GROUNDS APPLIED TO SUPPLIERS AND ESPD

59. When participating in the Procurement, the Supplier must not conform to the grounds for exclusion, except the cases when the SP stipulates that the grounds for Supplier's exclusion are not subject to verification (e.g., in the case of a negotiated procedure without publication of a contract notice).
60. KC applies (where applicable) all compulsory grounds for exclusion of Suppliers as established in Article 46 of the PPL.
61. KC applies additional grounds for exclusion of Suppliers only in the cases established in the SP.
62. KC excludes the Supplier from the Procurement procedure at any time during the conduct of the Procurement procedure if the Supplier or its responsible person conform to at least one of the grounds for exclusion of Suppliers referred to in paragraphs 1, 3, 4 of Article 46 of the PPL. The requirements and required documents are detailed in the annexes to the SP.
63. KC may require to submit the documents confirming the absence of grounds for exclusion:
- 63.1. Only from the Supplier whose Tender can be identified as winning according to the evaluation results (prior to establishment of the ranking of tenders);
- 63.2. From all Suppliers participating in the Procurement, where this is necessary to ensure the proper conduct of the procurement procedure;
- 63.3. From any other Supplier if during the Procurement procedures information is received that the Supplier potentially conforms to the ground(s) for exclusion of Suppliers.
64. Which method from those indicated in Clause 63 is applied is specified in the SP.
65. KC shall exclude the Supplier from the Procurement procedure at any stage thereof if it turns out that due to its actions or omissions before or during the procurement procedure the Supplier conforms to at least one of the grounds for exclusion referred to in the SP.
66. When deciding on the exclusion of the supplier from the procurement procedure on the grounds for exclusion referred to in paragraphs 4 and 6 of Article 46 of the PPL, the KC shall take into account whether, in assessing the supplier's reliability, the exclusion of the supplier from the procurement procedure is proportionate to the supplier's conduct being assessed, and, in the case of Article 46(4)(7)(c) of the PPL, whether the application of this ground for the exclusion of the supplier from the procurement procedure would not significantly restrict competition.
67. KC may depart from the application of the grounds for the Supplier's exclusion from participation in a procurement procedure on an exceptional basis, in view of the necessity of ensuring protection of the public interest such as public health or protection of the environment¹³.
68. Where KC has doubts as to the absence of the grounds for the Supplier's exclusion, it has the right to apply to competent authorities in order to be provided with all the required information. Where the required information is related to the Supplier from a member state other than the Republic of Lithuania, it must apply to the relevant competent authorities of that member state.
69. KC shall not require the Supplier to submit supporting documents in relation to the absence of grounds for its exclusion, where it:
- 69.1. has the possibility of obtaining these documents or information directly by accessing a national database in any member state that is available free of charge or by using the CPP IS tools;
- 69.2. already possesses these documents from earlier procurement procedures if they are valid in accordance with the requirements contained in the Procurement conditions.
70. KC shall not exclude the Supplier from the procurement procedure where both of the following conditions are met:
- 70.1. The Supplier has provided to KC evidence to the effect that it has taken the following measures:
- 70.1.1. has voluntarily paid or has undertaken to pay compensation for damage caused by the criminal offence or violation referred to in paragraphs 1 and 4 of Article 46 of the PPL, if applicable;
- 70.1.2. has collaborated, actively assisted or taken other measures with a view to investigating, detecting the criminal act or misconduct committed by it, where applicable;
- 70.1.3. has taken technical, organisational and personnel measures that are appropriate to prevent further criminal acts or misconduct;
- 70.2. KC has evaluated the information provided by the Supplier in accordance with Clause 70.1 and has made a reasoned decision that the measures taken by the Supplier are sufficient to demonstrate its reliability. The adequacy of these measures shall be assessed in the light of the seriousness and circumstances of the offence or infringement. KC shall submit the reasoned decision to the Supplier in writing not later than within 10 (ten) days from the receipt of the

¹¹ Joint Venture Agreement (hereinafter: the '**JVA**')

¹² Shall be included in the total value of the contract.

¹³ On the grounds established in paragraphs 1, 3 and 4 of Article 46 of the PPL.

Supplier's information referred to in Clause 70.1.

71. Each Supplier participating in a procurement, when providing a formal statement that grounds for the Supplier's exclusion are absent, shall submit together with the Tender (with the request for participation in the case of a negotiated procedure with publication of a contract notice) the ESPD completed on the basis of the form established in the Procurement conditions. The detailed instruction on how to complete the ESPD is available here: <https://ebvpd.eviesiejipirkimai.lt/esp-d-web/>.

72. Suppliers may reuse the ESPD which has already been used by them in a previous procurement procedure, provided that they confirm that the information contained therein continues to be correct.

73. The ESPD must be completed and submitted by:

73.1. The Supplier;

73.2. Each member of the group of suppliers, if the Tender is submitted by the group of Suppliers (based on the JVA);

73.3. Each economic entity if the Supplier relies on its capacities to meet the requirements for Suppliers, except Quasi-subcontractors (on the qualification whereof the Supplier relies and who at the time of submission of a request for participation or a tender are not employees of the Supplier, economic entity on the capacities whereof the Supplier relies, or a subcontractor, however it is intended to employ them if the tender is identified as winning).

74. In the cases when the Procurement object is divided into lots and the requirements for the Supplier's qualification are different for different lots of the Procurement object, the Supplier shall complete the ESPD for each lot of the Procurement object (or each group of lots with the same requirements for the Supplier's qualification).

75. At the time of submission of the ESPD the Supplier makes a formal statement that it understands possible consequences of misrepresentation of information¹⁴:

75.1. KC shall, within 10 days, publish in the CPP IS the information on the Supplier who, in the course of the procurement procedure, withheld information or misrepresented information on the fulfilment of the requirements for the Supplier's exclusion and qualification, or on the Supplier who, due to the misrepresentation of information, has failed to submit the supporting documents required pursuant to the ESPD, when:

75.1.1. It has been excluded from participation in a procurement procedure;

75.1.2. A court judgement has been issued;

75.2. After publishing the information specified in Clause 75.1, KC shall inform the Supplier within 3 (three) working days.

VIII. (2) QUALIFICATION OF SUPPLIERS, QUALITY MANAGEMENT AND OTHER STANDARDS AND THE POSSIBILITY TO RELY ON THE CAPACITIES OF OTHER ECONOMIC ENTITIES

76. In order to ascertain whether the Supplier is reliable, capable, and competent, KC may establish the qualification requirements and/or requirements for applying the quality assurance standards and/or environmental management standards for Suppliers in the Procurement conditions.

77. The specific requirements for qualification and for applying the quality assurance standards and/or environmental management standards, in view of the characteristics of the Procurement object, are set out in the SP.

78. KC may require that the Supplier submits a certificate issued by an independent body attesting that the Supplier complies with certain environmental management standard, including accessibility criteria for persons with disabilities. Such requirements and conditions are laid down in the SP.

79. Information on whether the Supplier must submit, together with the Tender (with the request for participation in the case of a negotiated procedure with publication of a contract notice), only the ESPD or whether all documents supporting the fulfilment of the qualification requirements and of the quality assurance standards and environmental management standards is indicated in the SP.

80. The Supplier's qualification and compliance with the quality assurance standards and/or environmental management standards must be obtained before the expiry of the deadline for the submission of Tenders (Requests for Participation in the case of a negotiated procedure with publication of a contract notice) and must be proved by the document attesting to that.

81. Where the Tender is submitted by a group of Suppliers, the requirements for qualification and for the quality assurance standards and/or environmental management standards must be fulfilled by the persons indicated in the SP.

82. KC may assume that the Supplier does not possess the required professional ability where it has established that the Supplier has conflicting interests which may negatively affect the performance of the contract.

83. In order to the qualification requirements specified in the SP, Suppliers or a group of Suppliers may rely on the capacities of members of the group of Suppliers or other economic entities.

84. The Supplier may rely on such capacities of an economic entity that will actually be at its disposal during performance of the contract. The Supplier must indicate such economic entities in its Tender and provide evidence that throughout the entire period of performance of the procurement contract it will have at its disposal the resources of an economic entity on the capacities whereof it relies. Where, in order to comply with the qualification requirements, the capacities of third parties have been relied upon, the Supplier shall be also bound to provide evidence that the respective resources will be available throughout the contract period.

85. Where the Supplier relies on the capacities of other economic entities, KC does not take into account a legal relationship between the Supplier and an economic entity on the capacities whereof it relies.

86. If applicable (whether applicable or not is indicated in the annex to the SP); The Supplier and the economic entities on whose capacities it relies in order to fulfil the requirements relating to the economic and financial standing shall be jointly liable for the execution of the procurement contract. To justify that the Supplier together with the Tender (Request for Participation in the case of a negotiated procedure) must submit a digital copy of the surety agreement signed by this economic entity, letters of intent, a copy of the cooperation agreement or other documents confirming that the entity on the capacities whereof it relies undertakes to be jointly liable for the performance of the Supplier's obligations under the contract.

87. In its Request for Participation / Tender (Request for Participation in the case of conducting a negotiated procedure with publication of a contract notice) must disclose all economic entities on the capacities whereof it relies. Where an economic entity is not indicated in the Request for Participation / Tender (Request for Participation in the case of conducting a negotiated procedure with publication of a contract notice), the capacities of such economic entity cannot be relied upon. Where the economic entity specified in the Tender (Request for Participation in the case of conducting a negotiated procedure with publication of a contract notice) fails to meet the requirements imposed on it, such economic entity may be replaced with an economic entity who meets the requirements.

88. Where the Supplier when submitting the Request for Participation / Tender and ESPD fails to disclose the fact of subcontracting economic entities, i.e., declares that it fulfils itself the qualification requirements outlined in the Procurement conditions, and where after the expiry of the time limit for submission of the Request for Participation / Tender it is established that the Supplier does not fulfil the qualification requirements contained in the Procurement documents, the Supplier cannot disclose subcontracted economic entities who due to the application of the Procurement conditions also acquire the status of subcontractors subject to prior disclosure with regard to the qualification requirements.

89. When filling out the Tender according to the form provided by KC, the Supplier must specify **for which lot of the contract** and **which subcontractors** on whose capacities the Supplier does not rely, if they are known, **it intends to use**. Where the Supplier intends to rely on the capacities of Quasi-subcontractors, it must disclose such persons in the Request for Participation / Tender (in the Request for Participation in the case of conducting a negotiated procedure with publication of a contract notice).

90. Subcontractors shall not be considered economic entities the capacities whereof are relied upon if the latter only fulfil contractual obligations of the Supplier, however the Supplier does not rely on their capacities with regard to the financial, economic, technical and/or professional ability requirements (if such requirements are set in the SP). Where at the time submitting the Tender, this information is not known to the Supplier, it may indicate such information later if it is identified as the winner to whom the contract will be awarded. The procedure for subcontracting is established in the contractual provisions. It should be noted that the Supplier in the Request for Participation / Tender (in the Request for Participation in the case of conducting a negotiated procedure with publication of a contract notice) shall indicate a share of contractual obligations intended for subcontracting.

91. KC shall not restrict the ability of Suppliers to use subcontractors and/or members of the group of Suppliers to perform critical tasks.

¹⁴ Article 52 of the PPL, Article 63 of the PL.

IX.ACCESS TO TENDERS AND ENCRYPTION OF TENDERS

92. Initial access to Requests for Participation or Tenders shall take place at a meeting of the Commission at the time specified in the Procurement notice, in the case of a negotiated procedure without publication of a contract notice – at the time specified in the invitation to tender, with the exception of the cases where, in accordance with Article 22(1) and (2) of the PPL / Article 57(1) and (2) of the PL, access to Requests for Participation or Tenders takes place by electronic means. The opening of envelopes with Requests for Participation or Tenders shall be deemed to be initial access to the requests for participation or tenders submitted by non-electronic means.

93. Where the SP provides that Tenders are evaluated in terms of the price or price- or cost-quality ratio or life-cycle costs (and the principle of two envelopes is applied), the Tenders must be made accessible at two meetings of the Commission. At the first meeting, access shall be provided only to the part of the Tender which contains the technical details of the tender and other information as well as documents, at the second meeting – to the part of the Tender which quotes prices. The second meeting may take place only after KC verifies compliance of the technical details of the submitted tenders and the Suppliers with the requirements set out in the procurement documents and evaluates the technical merits of the tenders according to the requirements set out in the Procurement conditions. KC shall notify all Suppliers of the results of this verification and evaluation by means of the CPP IS. If KC, after verifying and evaluating the data submitted by the Supplier at the first meeting, rejects its Tender, it shall not access the remaining part of the Tender, which shall be kept together with other documents submitted by the Supplier in accordance with the procedure laid down in the PPL / PL.

94. The Tender submitted by the Supplier¹⁵ may be encrypted.

95. The Supplier's Tender may not be encrypted in the cases where both of the following conditions are met:

95.1. A fixed price or fixed costs is set by KC by itself in the SP;

95.2. The Suppliers compete and the most economically advantageous tender is selected solely based on the quality criteria.

96. Information on encryption of Tenders:

Where a tender is submitted in 1 or 2 envelopes ¹⁶	When an encrypted tender may be submitted	What the Supplier is required to submit	In what manner information has to be submitted	Until when a password has to be provided	Consequences of failure to provide the password in a timely manner
1 envelope	Before the expiry of the time limit for the submission of Tenders	Password	By means of the CPP IS	Before the start of the procedure (meeting) for access to Tenders	➤ The Tender shall be considered not to have been submitted; ➤ shall not be evaluated;
2 envelopes	Before the expiry of the time limit for the submission of Tenders	Password	By means of the CPP IS	Before the start of the procedure (meeting) for access to the tender part indicating the price or costs	➤ The Tender shall be rejected as non-compliant with the requirements laid down in the procurement documents ¹⁷

* Tender encryption instruction https://vpt.lrv.lt/uploads/vpt/documents/files/LT_versija/CVP_IS/Mokymu_medziaga/Tiekejams/Uzsifravimo_instrukcija.pdf

X. TENEDER EXAMINATION AND EVALUATION

97. The Commission shall carry out the procedures for Tender examination and evaluation without the participation of Suppliers or their authorized persons.

98. Tenders are evaluated in accordance with the provisions of Articles 55, 56 and 57 of the PPL / Articles 64, 65 and 66 of the PL.

99. Where documents accompanying the Tender are submitted in electronic form, i.e., directly formed electronic documents, they shall be provided in the following formats: doc, docx, adoc, pdf, xls, xlsx, jpg, jpeg, pps, ppsx, gif and zip. Where documents are submitted in data file formats other than the set ones and KC is not technically capable to access the Tender or the Tender is submitted in a damaged file that cannot be opened using the applications designed to read the aforesaid file formats, such Tender submitted by the Supplier shall be rejected.

100. The criterion(a) based whereon the most economically advantageous tender is selected are set out in the SP.

101. The scope, procedure and order of tender evaluation depending on the type specified in the CP:

	In the case of evaluating the <u>fulfilment of qualification requirements of a potential winner</u> and the absence of exclusion grounds	In the case of evaluating the <u>fulfilment of qualification requirements of all Suppliers</u> and the absence of exclusion grounds
1. ESPD	All Suppliers	All Suppliers
2. Conformity of Tenders with the requirements of the Procurement conditions ¹⁸	All Suppliers	All Suppliers
3. Absence of exclusion grounds	Potential winner only	All Suppliers
4. Compliance with the qualification requirements	Potential winner only	All Suppliers
5. Compliance with the quality assurance or other standards	Potential winner only	All Suppliers

Order	Order of evaluation of Tenders	Potential winner only	All Suppliers
1.	Evaluation of the ESPD (in the case of conducting a negotiated procedure with publication of a contract notice, evaluation is performed after the submission of Requests for Participation)		✓
2.	Evaluation of the conformity of Tenders with the requirements of the Procurement conditions		✓
1.1.	Compliance with the requirements for the preparation and submission of tenders set out in the Procurement documents		✓
1.2.	Is the JVA provided, and does it fulfil the requirements laid down in the Procurement conditions?		✓
1.3.	Is evidence provided that the Supplier will have at its disposal the resources of economic entities on the capacities whereof it relies and that they fulfil the requirements contained in the Procurement conditions?		✓
1.4.	Is a tender security provided (where applicable)?		✓
1.5.	Are authorisations of the responsible persons provided?		✓
1.6.	Are the technical specification requirements fulfilled?		✓
1.7.	Are there arithmetic errors?		✓
1.8.	Isn't the proposed price too excessive and unacceptable to KC?		✓
1.9.	Isn't the proposed price abnormally low?		✓
3.	Evaluation of the absence of exclusion grounds	✓	
4.	Evaluation of the fulfilment of qualification requirements	✓	
5.	Evaluation of the conformity with the quality assurance or other standards	✓	
6.	Verification of compliance with sanctions and national security interests	✓	

¹⁵ Applicable to the final tender only in the case of a negotiated procedure.

¹⁶ See the SP to find out in what number of envelopes tenders have to be submitted

¹⁷ I.e. it shall be considered that the supplier has not submitted the tender price or costs.

¹⁸ Except for compliance with national security requirements pursuant to Article 37(8) and (9) of the PPL / Article 50(8) and (9) of the PL, paragraph 2(1) of Article of the PPL / paragraph 4(1) of Article 58 of the PL, which is established as provided for in the respective Article. Only the potential winner's compliance with binding international sanctions implemented by the RL as defined in the RL Law on International Sanctions and other international laws, European and Lithuanian legislation is verified. However, that does not restrict the right of KC to request the documents referred to in the legislation at any time of the procurement procedure.

102. Information related to evaluation of the ESPD:

Evaluation of the ESPD	Yes / No	KC's actions	Yes / No	KC's actions
a) Is the ESPD submitted together with a request for participation/Tender?	Yes	1. Adopts a decision regarding compliance of each Supplier who has submitted a tender with the requirements; 2. Not later than within 3 working days after adoption of the decision, informs Suppliers in writing that the ESPD is submitted and meets the applicable requirements.	No	1. Requests the Supplier to submit within a reasonable time the properly completed ESPD. 2. Indicates deficiencies and requests to eliminate them within a reasonable time and to submit the properly completed ESPD. 3. Where the Supplier fails to submit or adjust the ESPD, KC rejects such Tender of the Supplier. 4. Where the Supplier eliminates the deficiencies, not later than within 3 working days after adoption of the decision, informs Suppliers in writing that the ESPD is submitted and meets the applicable requirements. 5. Where the Supplier fails to eliminate the deficiencies or to submit the ESPD, KC shall inform the Supplier in writing not later than within 3 working days after adoption of the decision that the Supplier's Tender/Request for Participation has been rejected. 6. Where <u>only the potential winner's compliance</u> with the qualification requirements, absence of exclusion grounds, application of quality assurance standards and/or environmental management standards is verified and the Supplier together with the ESPD also submits the documents evidencing compliance with the requirements, KC does not verify them at this stage of the Procurement procedures (unless the SP provides otherwise).
b) Is the ESPD submitted by each member of the JVA (where Suppliers participate in procurement based on the JVA)?	Yes		No	
c) Is the ESPD completed in accordance with the form provided?	Yes		No	
d) Is the ESPD completed properly considering other documents and information provided?	Yes		No	

103. Information related to compliance of Tenders with the requirements of the Procurement conditions:

Evaluation of the Tender price	Yes / No	KC's actions	Yes / No	KC's actions
a) Are there arithmetic errors?	Yes	1. Requests Suppliers within the time limit set by KC to correct the arithmetic errors identified in the Tender (in the case of a negotiated procedure in the Final Tender): a) the price fixed at the time of access to Tenders shall remain unchanged (when fixed-price pricing is applied); b) the rates remain unchanged (when fixed-rate pricing is applied). 2. Informs the Supplier that it, when correcting the arithmetic errors identified in the Tender, may correct the price components, but may not leave out the price components or add new components to the price.	No	1. Informs the Supplier that its tender fulfils the applicable requirements of the Procurement conditions. 2. Continues the procurement procedures and further performs evaluation of Tenders (Suppliers).
b) Isn't the price abnormally low, i.e., isn't it by 30% or more lower than the arithmetic average of the prices or costs proposed by all Suppliers whose tenders have not been rejected on other grounds and whose price does not exceed the budget for the purchase as determined and fixed in the documents drawn up by the contracting entity before the procurement procedure?	Yes	1. KC contact the Supplier by means of the CPP IS and requests to provide objective arguments and/or evidence, including the price components and calculations; 2. In evaluating the justification of the price, KC shall take into consideration: 2.1. the economics of the services provided; 2.2. the technical solutions chosen or any exceptionally favourable conditions available for the supply of the services; 2.3. the originality of the services proposed by the Supplier; 2.4. the possibility of the Supplier obtaining State aid; 2.5. the application of the environmental, social and labour law obligations to the contract ¹⁹ and subcontracting requirements. ²⁰ 3. KC shall reject the Tender proposing an abnormally low price in any of the following cases: 3.1. The Supplier fails to supply evidence which would satisfactorily account for the low level of price proposed; 3.2. The tender is not in conformity with the environmental, social and labour law obligations. ²¹	No	
c) Isn't the price excessive and unacceptable to KC?				

¹⁹ Article 17(2)(2) of the PPL / Article 29(2)(2) of the PL

²⁰ Article 88(2)(2) of the PPL / Article 96 of the PL

²¹ Article 17(2)(2) of the PPL / Article 29(2)(2) of the PL

- Where the amount of funds allocated for the purchase was indicated in the Procurement conditions;	Yes	1. KC rejects the Supplier's tender. 2. KC notifies the Supplier of the rejection indicating the reasons for the rejection.	No	
- Where the amount of funds allocated for the purchase was not indicated in the Procurement conditions but is excessive and unacceptable .	Yes		No	

104. The prices quoted in tenders will be assessed in euro. Where the prices quoted in tenders are expressed in a foreign currency, they shall be converted to euros according to the euro foreign exchange reference rate published by the European Central Bank, and in the cases when the European Central Bank does not publish the euro foreign exchange reference rate – according to the euro foreign exchange reference rate set and published by the Bank of Lithuania on the last day of the period fixed for the submission of tenders.

105. Information related to evaluation of the ESPD, the absence of exclusion grounds, and the requirements for qualification and for applying the quality assurance standards and/or environmental management standards:

	Yes / No Conforms / Does not conform Compliant / Non- compliant	KC's actions	Yes / No Conforms / Does not conform Compliant / Non- compliant	KC's actions
105.1. Evaluation of the absence of exclusion grounds:				
a) Are the data provided complete and accurate?	No	1. Requests the Supplier to adjust, supplement or clarify inaccurate documents or data within a reasonable time limit set by KC. 2. Where the Supplier fails to adjust, supplement, or clarify inaccurate documents or data concerning the absence of exclusion grounds within a reasonable time limit set by KC, KC shall exclude the Supplier from participation in procurement procedures. 3. KC notifies the Supplier of the adopted decision and indicates the reasons.	Yes	1. Adopts a decision that the Supplier does not conform to the grounds for exclusion. 2. Notifies the Supplier of the adopted decision.
b) Does the Supplier conform to the grounds for exclusion (where the “self-cleaning” procedure is not applied)?	Conforms	1. KC excludes the Supplier from participation in a procurement; 2. KC notifies the Supplier of the adopted decision and indicates the reasons.	Does not conform	
105.2. Evaluation of the fulfilment of qualification requirements and/or of the quality assurance or other standards:				
a) Are the data provided complete and accurate?	No	1. Requests the Supplier to adjust, supplement or clarify inaccurate documents or data within a reasonable time limit set by KC. 2. Where the Supplier fails to adjust, supplement or clarify the documents or data concerning the absence of exclusion grounds within a reasonable time limit set by KC, KC shall reject such Supplier's tender. 3. KC notifies the Supplier of the adopted decision and indicates the reasons.	Yes	1. Adopts a decision that the Supplier fulfils the qualification requirements. 2. Notifies the Supplier of the adopted decision.
b) Is the Supplier compliant with the qualification requirements and/or quality assurance or other standards?	Non-compliant	1. KC adopts a decision that the Supplier is not compliant with the qualification requirements and/or quality assurance or other standards; 2. KC notifies the Supplier of the adopted decision and indicates the reasons.	Compliant	

106. Where the SP indicates that only the potential winner's compliance with the qualification requirements, absence of exclusion grounds and/or quality assurance standards and/or environmental management standards is verified, before identifying the winning tender KC requires that the Supplier, who has submitted the most economically advantageous tender, submits valid documents confirming the absence of grounds for its exclusion, the fulfilment of the requirements for qualification and/or for applying the quality assurance standards and/or environmental management standards as well as other documents required in the Procurement documents. Where the Supplier fails to submit these documents within the time limit set by KC, its Tender shall be rejected and KC shall apply to another Supplier who may be determined as a winner and, subject to verification of the absence of grounds for its exclusion, qualifications and/or the application of quality assurance standards and/or environmental management standards shall establish a ranking of tenders.

107. Where the Supplier has submitted inaccurate, incomplete, or erroneous documents or data about compliance with the requirements of the Procurement documents or that these documents or data are missing, KC may request the Supplier, which does not violate the principles of equality and transparency, to adjust, supplement or clarify such documents or data within a reasonable time frame. Tenders shall be adjusted, supplemented or clarified in accordance with the rules established by the Public Procurement Office.

108. KC may ask any of Suppliers at any stage of the procurement procedures to submit, part of or all, supporting documents in relation to the absence of grounds for their exclusion, compliance with the qualifications requirements and/or quality assurance standards and/or environmental management standards, national security requirements, where this is necessary to ensure the proper conduct of the procurement procedure (e.g., in case of suspicion that any of the Suppliers does not fulfil the set requirement(s) therefore cannot participate in a procurement, or in the case of conducting an accelerated procedure, etc.).

109. Only Suppliers compliant with the requirements set by KC for that stage are entitled to participate in subsequent procurement procedures.

110. KC may refrain from evaluating the Tender as submitted by the Supplier in its entirety where, after verifying a part thereof, it determines that the Tender must be rejected.

111. In the cases when the economic advantage of Tenders of several suppliers is the same, the supplier with the earliest bid shall be ranked first in the ranking of Tenders.

XI.NOTICES OF THE RESULTS OF A PROCUREMENT PROCEDURE

112. KC shall submit the following information on a procurement to Suppliers by means of the CPP IS:

When and within what term information is submitted	Nature of information submitted	Exceptional cases when KC is not bound to submit information
a) Within 3 (three) working days after adoption of a decision regarding the results of a procurement procedure	1. Of a decision to identify the winning Tender reached concerning the award of the contract or the conclusion of a framework agreement, provides a summary of the relevant information referred to in Article 58(2) of the PPL / Article 68(2) of the PL which has not been provided during the procurement procedure; 2. The ranking of Tenders; 3. The Supplier who has submitted the winning Tender; 4. The precise period of deferment; 5. The grounds for any decision not to award the procurement contract or not to conclude the framework agreement (if applicable), 6. The grounds for any decision to recommence the procurement procedure (if applicable).	1. In the case of a simplified procurement or a procurement of social and other special services listed in Annex 2 to the PPL, a procurement contract with an estimated value not exceeding EUR 15,000 (net of VAT) is awarded on the basis of a framework agreement; 2. When a tender is submitted orally or a procurement contract is awarded orally.
b) Within 15 days from the receipt of a request from the Supplier	1. To any candidate – the reason for rejection of its request for participation. 2. To any tenderer that has made an admissible tender: i. The characteristics of the winning tender and the relative advantages of this tender, including the price, which have enabled it to be recognised as the best, as well as the name of the Supplier that has submitted this tender or the parties to the framework agreement; ii. Information on the conduct and progress of negotiations and dialogue with tenderers; 3. To any unsuccessful Supplier – the reasons for the rejection of its tender, including, where applicable, information on application of provisions of Article 55(10) of the PPL / Article 64(10) of the PL, and for the cases referred to in Article 37(6) and (7) of the PPL / Article 50(6) and (7) of the PL, also the reasons for the decision of non-equivalence or the decision that the supplies, services or works do not meet the performance or functional requirements.	-

113. KC, having received a written request from the candidate or Supplier by means of the CPP IS, shall submit the detailed information specified in Article 58 of the PPL or Article 68 of the PL, not later than within 15 days from the receipt thereof.
114. KC withholds information in the cases referred to in Article 58 of the PPL or Article 68 of the PL, where the disclosure of such information would violate the legal acts regulating information and data protection or would be contrary to the public interest, would prejudice the legitimate commercial interests of a particular Supplier or prejudice fair competition amongst Suppliers.
115. From the day of sending by KC a notice of a decision to identify the winning tender to interested tenderers until the expiry of the period of deferment, interested tenderers may request KC to provide access to the winning tender. In which case the time limit set out in Article 102(1) of the PPL / Article 108(1) of the PL and the period of deferment shall be extended by granting an additional period of time to be calculated from the day of submitting an interested tenderer’s request to provide access to the winning tender to KC until the interested tenderer is provided access to the said tender. Where access to the winning tender is provided on the same day as requested, the time limit set out in Article 102(1) of the PPL / Article 108(1) of the PL and the period of deferment shall be extended for one working day. KC may provide access to the winning tender to interested tenderers by providing the information referred to in Clause 112(a).
116. Interested tenderers may address KC requesting to familiarise them with the requests of participation of other suppliers which had been invited to submit tenders or participate in the dialogue.

XII. CONTRACT AWARD

117. When awarding the contract to the successful Supplier, KC follows the provisions of Article 86 of the PPL / Article 94 of the PL.
118. The cases when the Supplier may refuse to enter into a contract and resulting consequences as well as the procedure are established in Article 86 of the PPL / Article 94 of the PL.
119. The successful Supplier shall be invited to enter into a contract by means of the CPP IS. KC shall indicated the date by which the Supplier is to enter into the contract.
120. Period of deferment:

Type of procurement by value	Period of deferment	information on the application of the period of deferment
International procurement	10 (ten) days	1. The sole interested tenderer is the one to which the contract is to be awarded, and there are no interested candidates. 2. The contract shall be concluded on the basis of a dynamic purchasing system. 3. The contract shall be concluded on the basis of the framework agreement. Where a procurement is conducted in accordance with the PL, this Clause applies in the case of conducting a simplified procurement. 4. 4. The contract is awarded orally.
Simplified procurement	5 (five) working days	

121. In accordance with the procedure established by the Law on International Sanctions of the Republic of Lithuania (hereinafter: the ‘Law on International Sanctions’) and other international laws, the award of a contract is subject to the following provisions:
- 121.1. After identification of the potential winner, KC shall initiate a procedure to establish whether the intended contract will be in compliance with binding international sanctions implemented by the Republic of Lithuania (at least one of the applicable sanctions) as defined in the Law on International Sanctions and other international laws, European and Lithuanian legislation.
- 121.2. Where it is established that the intended contract will not be in compliance with binding international sanctions implemented by the Republic of Lithuania (at least one of the applicable sanctions) as defined in the Law on International Sanctions and other international laws, European and Lithuanian legislation, the contract cannot be awarded to the potential winner. In this case KC shall apply to another Supplier who may be determined as a winner.
122. the award of a contract is subject to the provisions in accordance with the LoPOIENS and the SP:
- 122.1. Following the LoPOIENS, before the award of the contract, KC shall initiate a procedure to establish whether the intended contract is in conformity with national security interests and whether such the contract may be concluded and performed.
- 122.2. Where the intended contract is contrary to the interests of national security, it may not be concluded until the reasons for threats to national security are eliminated if such reasons can be eliminated.
- 122.3. A decision whether the intended contract conforms with the national security interests shall be adopted by the GOV²² in accordance with the procedure established by the LoPOIENS. The Commission for Coordination of Protection of Objects of Importance to Ensuring National Security submits conclusions

²² The Government of the Republic of Lithuania.

and recommendations with respect to other measures necessary to ensure national security interests in relation to the protection of objects of importance to ensuring national security.

122.4. Where the GOV adopts a decision that the contract intended to be awarded by KC or the Principal does not conform to national security interests or where the Commission for Coordination of Protection of Objects of Importance to Ensuring National Security submits its conclusions and recommendations as defined in Clause 122.3 of the GPD, such contract is not concluded. In this case KC shall apply to another Supplier who may be determined as a winner.

123. The contract may be awarded only if there are no objective and reasonable grounds due to which the contract cannot be awarded (e.g., a conflict of interests, restrictions on audit service providers in the provision of services other than auditing of 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, repealing Commission Decision 2005/909/EC, Article 4 of the Law on Audit of Financial Statements of the Republic of Lithuania, etc.). The Supplier has the right to apply to KC for confirmation of the absence of the said circumstances and must provide information and substantiated evidence on the (non-)existence of the said circumstances at the request of KC or on its own initiative (if applicable).

124. If in the course of performing the Contract the other Party processes personal data on behalf of KC as a data processor, a data processing agreement must be concluded immediately upon signing the Contract, the content whereof must be made publicly available on AB Lietuvos Geležinkeliai website or, if the need to process personal data becomes apparent after the signature of the Contract, the data processing agreement shall be signed by the Parties immediately, but not later than before the start of personal data processing. By the data processing agreement, the Parties may not amend the Procurement Conditions, including the provisions contained in the Contract, and/or change the economic balance in favour of the Supplier.

125. If in the course of performing the Contract KC transfers personal data to the other Party as an independent , data controller, a data transfer agreement will be signed immediately after the signature of the Contract, the content whereof must be made publicly available on AB Lietuvos Geležinkeliai website, or if the need to transfer personal data arises after the signature of the Contract the additional agreement on data transfer shall be signed by the Parties immediately, but not later than before the start of personal data transfer. By the agreement, the Parties may not amend the Procurement conditions, including the provisions contained in the Contract, and/or change the economic balance in favour of the Supplier.

126. If confidential information (sensitive information for internal use, commercial (industrial) secret, other confidential information) is be transferred to the Supplier in the course of the procurement or performance of the Contract, a confidentiality agreement shall be signed with the Supplier prior to the transfer of such information, the text of which is given the Annex to the SP.

XIII. LODGING AND EXAMINING OF CLAIMS, BRINGING OF LAWSUITS

127. The Supplier is entitled to lodge a claim before the award of the procurement contract.
128. KC is not obliged to examine the Supplier’s claim which has been filed:
- 128.1. after the expiry of the time limits set in this Chapter;
- 128.2. after the date of award of the contract;
- 128.3. repeatedly concerning the same decision or action taken by KC.
129. KC examines claims in accordance with the procedure set out in the PPL / the PL.
130. Claims are examined and an answer is sent to the Supplier within 6 (six) working days from the date of receipt of the claim. A notice of taking a reasoned decision shall be sent to the Supplier, interested candidates and interested tenderers (in the same way in which the claim has been received).
131. Time limits and ways of lodging claims

Type of procurement by value	Time limit	Calculation of the time limit begins	Ways of lodging a claim
International procurement	Within 10 (ten) days	1. From the date on which a notice of KC about the decision taken by KC is sent to Suppliers. 2. From the date of on which the decision taken by KC is published.	By electronic means (e.g., CPP IS, email).
	Within 15 (fifteen) days	3. From the date on which a written notice of KC about the decision taken by KC is sent to Suppliers, when this notice is sent by other than electronic means .	
Simplified procurement	Within 5 (five) working days	1. From the date on which a notice of KC about the decision taken by KC is sent to Suppliers. 2. From the date of on which the decision taken by KC is published.	

132. If the Supplier disagrees with the decision of KC or if KC has failed to examine its claim within the set time limit, it may make a request to or bring a lawsuit before a court according to the procedure established in Chapter VII of the PPL or Chapter VII of the PL.²³
133. The Supplier who has brought a claim before the court must, not later than within 3 (three) working days, submit a copy of the claim with a seal of receipt at the court to KC.
134. If unreasonable actions of the Supplier lead to suspension of the procurement procedures, KC (the Principal(s)) shall be have the right to require the Supplier to compensate for losses incurred by KC (the Principal(s)) as a result of the request for interim measures from the Supplier. The minimum loss incurred by KC (the Principal(s)) shall be deemed to cover the amount representing KC’s (the Principal’s/s’) costs related to suspension and renewal of the procurement procedure, the launch of a new procurement / the award of a new contract, as well as the difference between the initial and the subsequent price of works / services / goods, and, in the event of a loss of funding, the total amount of funding lost. The Supplier shall also reimburse other costs incurred by KC (the Principal(s)) as a result of unreasonable suspension of the procurement procedure which KC (the Principal(s)) can justify.