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PUBLIC LIMITED COMPANY

KLAIPĖDA STATE SEAPORT AUTHORITY

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APPROVED BY
the Chairperson of the Procurement Commission
of Public Limited Company
Klaipėda State Seaport Authority

**PROCUREMENT DOCUMENTS OF THE (SIMPLIFIED) OPEN TENDER „THE
PURCHASE OF SERVICES FOR DEVELOPEMENT OF SOFTWARE FOR THE ACCESS
POINT OF THE COMPETENT AUTHORITY WITHIN THE ELECTRONIC FREIGHT
TRANSPORT INFORMATION EXCHANGE ENVIRONMENT“**

CONTENTS

- I. GENERAL PROVISIONS
- II. OBJECT OF PROCUREMENT
- III. GROUNDS FOR REMOVING THE SUPPLIERS, REQUIRED QUALIFICATION, MEASURES OF ENVIRONMENTAL MANAGEMENT, QUALITY MANAGEMENT SYSTEM STANDARDS AND MANDATORY REQUIREMENTS
- IV. PARTICIPATION OF THE GROUP OF SUPPLIERS IN PROCUREMENT PROCEDURES
- V. USING THE CAPABILITIES OF OTHER ENTITIES AND USING OF SUB-SUPPLIERS/SUB-PROVIDERS/SUB-CONTRACTORS
- VI. REQUIREMENTS FOR PREPARING THE PROPOSALS, THEIR SUBMISSION AND AMENDMENT
- VII. SECURING THE VALIDITY OF PROPOSALS
- VIII. EXPLAINING AND CORRECTING THE PROCUREMENT DOCUMENTS
- IX. PROCEDURES OF OPENING THE ENVELOPES CONTAINING PROPOSALS AND FAMILIARIZING WITH THE PROPOSALS RECEIVED VIA CPP IS MEASURES
- X. INSPECTION OF THE ESPD, ASSESSMENT OF PROPOSALS, SUBMISSION OF DOCUMENTS IN ACCORDANCE TO ESPD AND DETERMINATION OF QUEUE
- XI. EVALUATION OF THE MOST ECONOMICALLY ADVANTAGEOUS OFFER ACCORDING TO THE PRICE-QUALITY CRITERIA
- XII. REASONS FOR REJECTING THE PROPOSALS
- XIII. DETERMINATION OF THE WINNER AND INFORMING ABOUT THE PROCUREMENT PROCEDURE RESULTS
- XIV. SUBMISSION AND REVIEW OF CLAIMS AND APPEALS
- XV. CONDITIONS OF THE PROCUREMENT CONTRACT
- XVI. PRICE FORMATION, PRICE RECALCULATION AND PAYMENT FOR THE PROVIDED SERVICES/PERFORMED WORKS/SOLD GOODS
- XVII. ENCODING OF PROPOSALS

ANNEXES:

1. Proposal form – **Annex 1.**
2. Supplier's declaration regarding the supplier, its sub-suppliers and the economic operators whose capacities are relied on – **Annex 2.**
3. Standard form of declaration of compliance with national security requirements – **Annex 3.**
4. Requirements for securing the performance of the contract – **Annex 4.**
5. Questionnaire for the operational partners of the Klaipėda State Seaport Authority (will be requested only from the potential winner) – **Annex 5.**
6. Rules for clarification, supplementation or explanation of proposals – **Annex 5.**
7. Draft tripartite contract – **Annex 7.**
8. European Single Procurement Document (ESPD) – **Annex 8.**
9. Draft contract – **Annex 9.**

I. GENERAL PROVISIONS

- 1.1. Contracting entity: Public Limited Company Klaipėda State Seaport Authority (Akcinė bendrovė Klaipėdos valstybinio jūrų uosto direkcija, AB KVJUD), J. Janonio Street 24-1, LT-92251, Klaipėda, the Republic of Lithuania. Company code 240329870, settlement account LT14 7300 0100 3488 9443, in AB Swedbank, bank code 73000, VAT ID LT403298716. The authorised person for direct contact with suppliers is Martynas Kunigonis, a representative of AB KVJUD, Procurement Department, J. Janonio Street 24 - 1, Klaipėda. Tel. (0 46) 49 96 27, email m.kunigonis@port.lt

- 1.2. In this procurement (the 'procurement'), AB KVJUD intends to procure the services for the development of software for the access point of the competent authority within the electronic freight transport information exchange environment. This procurement shall be carried out in accordance with the Law of the Republic of Lithuania on Procurement by Contracting Entities in the Field of Water Management, Energy, Transport or Postal Services (the 'Law on Procurement in the Utilities Sector'), the Law of the Republic of Lithuania on Public Procurement (the 'Law on Public Procurement'), the Civil Code of the Republic of Lithuania, and other legislation regulating public procurement, as well as with the present procurement conditions. The concepts used shall be those defined in the Law on Procurement in the Utilities Sector.
- 1.3. This procurement is being carried out through the Central Public Procurement Information System (the 'CPP IS'). The procurement documents shall be published in the CPP IS. The procurement shall be carried out electronically. Only those suppliers who are registered in the CPP IS, accessible at <https://viesiejipirkimai.lt>, may submit tenders by electronic means.
- 1.4. The regular indicative notice, the advance notice and the notice on the qualification assessment system were not published. For this procurement, AB KVJUD does not foresee the publication of a notice on voluntary ex ante transparency.
- 1.5. The regular indicative notice (if applicable), the notice on the qualification assessment system (if applicable), the advance notice (if applicable) and the procurement notice shall form an integral part of the procurement documents.
- 1.6. The procurement shall be carried out in accordance with the principles of equality, non-discrimination, mutual recognition, proportionality and transparency, as well as the requirements of confidentiality and impartiality.
- 1.7. AB KVJUD and the suppliers shall exchange information only through the Central Public Procurement Information System (CPP IS) at: <https://viesiejipirkimai.lt>.
- 1.8. The number of suppliers in announced (international) negotiations is not limited.
- 1.9. The contracting entity shall not reserve the right to participate in the procurement.
- 1.10. The terms and conditions of the announced (simplified) open tender for tenders are available in Lithuanian and English. In the event of linguistic conflicts, the documents submitted in Lithuanian shall prevail (take precedence). The terms and conditions of the call for tenders shall be published together with the procurement notice in the Central Public Procurement Information System.
- 1.11. AB KVJUD is a payer of value added tax, VAT ID LT403298716.
- 1.12. As its representative on site, the AB KVJUD shall appoint a responsible person, who shall be responsible for the performance of the Contract and shall have the right to resolve all technical problems relating to the supervision and performance of the Contract, but shall not have the right to amend the Contract by statements or conduct.

II. OBJECT OF PROCUREMENT

- 2.1 The object of the tender is to procure the services for the development of software for the access point of the competent authority within the electronic freight transport information exchange environment. The technical specification and scope of the services are provided in annex 1 of the contract.
- 2.2 This object cannot be divided into separate parts, since the purchased services are a specific single service. Therefore, taking into account the specifics of the contract, this purchase is not divided into parts. Suppliers must offer the full scope of services.
- 2.3 The tender must be submitted for the full scope of the draft contract on the procurement conditions and the technical specification, without any subdivision. Where, in describing the subject matter of the contract, the technical specification or other contract documents may refer to a particular model or source of supply, a particular process specific to the goods or services supplied by a particular supplier, or to a trademark, patent, types, specific origin or manufacture, certificates, standards, or protocols, such phrasing shall be interpreted as meaning 'or equivalent'. The burden of proving equivalence shall be on the supplier.

- 2.4 The requirements for the subject matter of the contract are set out in the annexes to the procurement conditions: in the draft contract and the technical specification.
- 2.5 The place of performance of the supplier's obligations is J. Janonio st. 24-1, Klaipėda.
- 2.6 The procurement is carried out within the framework of the EU-partly funded project eFTI4EU. This procurement will involve the development of the competent authorities access point software and the implementation of other technical components of the eFTI ecosystem required for the comprehensive testing of the developed software (eFTI Gateway, eFTI Platform). The purchase is partly financed by the project "Electronic Freight Transport Information for Europe" No. 101122891, financed by the Connecting Europe Facility (hereinafter referred to as CEF) in the transport sector.
- 2.7 The environmental protection criteria (green procurement) approved by the order of the Minister of the Environment of the Republic of Lithuania of 28 June 2011 "On the Approval of the Procedure for the Application of Environmental Protection Criteria in Green Procurement" No. D1-508 are applied to the procurement object – in accordance with clause 4.4.3, i.e. only an intangible (intellectual) or other service is purchased, not related to the creation of a tangible object, the provision of which is not expected to have a significant negative impact on the environment, does not create a source of pollution and does not generate waste.
- 2.8 Services for the development of the software for the access point of the competent authority for the electronic freight transport information exchange environment cannot be purchased from the Central Purchasing Organization (CPO), as such services are not provided in the CPO catalogue.

III. GROUNDS FOR REMOVING THE SUPPLIERS, REQUIRED QUALIFICATION, MEASURES OF ENVIRONMENTAL MANAGEMENT, QUALITY MANAGEMENT SYSTEM STANDARDS AND MANDATORY REQUIREMENTS

3.1. The supplier (as well as all members of the group of suppliers, if the tender is submitted by a group of suppliers, and the economic operators on whose capacity the supplier relies) must submit a completed annex to the procurement documents, 'European Single Procurement Document (ESPD)' (**Annex 8 to the procurement documents**) when declaring that they have not been excluded from the procurement, that they meet the qualification requirements and adhere to the standards of the quality management system and/or the environmental management system (if applicable). The ESPD shall be completed by uploading it to the website <http://ebvpd.eviesiejipirkimai.lt/espdc-web/> and, once completed and downloaded, it shall be submitted with the tender. Sub-suppliers whose capabilities are not relied upon by the supplier to demonstrate compliance with the requirements of the procurement documents shall not be required to complete and submit the ESPD and shall be exempted from the requirements of paragraphs 3.2 and 3.6.

3.1.1. AB KVJUD shall not ask the supplier to provide documents proving the absence of grounds for exclusion if AB KVJUD:

3.1.1.1. Has access to these documents or information directly and free of charge in a national database in any Member State or in the Central Public Procurement Information System;

3.1.1.2. Already has these documents after the previous procurement procedures, if the information contained in these documents is still relevant (the document was issued no earlier than the number of days specified in the corresponding row in the table below).

3.1.2. AB KVJUD shall in particular require the type of certificates and forms of documentary evidence on which information is provided in the European Commission's eCertis information repository of documents. The fourth column of the table "Grounds for Exclusion of Suppliers" in paragraph 3.2. contains documents to be submitted by suppliers registered in the Republic of Lithuania. For documents to be submitted by foreign suppliers, AB KVJUD shall consult eCertis at <https://ec.europa.eu/tools/ecertis/>.

AB KVJUD does not apply the requirements of the quality management system and/or environmental management system standards in this procurement.

3.2. Grounds for Exclusion of Suppliers:

No.	Grounds for Excluding a Supplier	Article, Section, Paragraph of the LPP and Part of the ESPD Form to Complete	Documents Proving the Absence of Grounds for Exclusion
3.2.1	<p>The supplier or its responsible person referred to in Article 46(2)(2) of the LPP has been convicted of the following criminal offences:</p> <ol style="list-style-type: none"> 1) Participating in, organising or directing a criminal association; 2) Bribery, influence peddling; 3) Fraud, embezzlement, misappropriation, false declaration concerning the activities of a legal entity, use of a credit, loan or targeted support not according to the intended purpose or the established procedure, credit fraud, submission of false data regarding income, profits or assets, failure to submit a declaration, report or other document, fraudulent bookkeeping or abuse, where such criminal offences are directed against the financial interests of the European Union as defined in Article 1 of the Convention on the Protection of the European Communities' Financial Interests; 4) Criminal bankruptcy; 5) A terrorist offence and an offence related to terrorist activities; 6) Legalisation of criminal assets; 7) Trafficking in human beings, the purchase or sale of a child; 8) A crime committed by a supplier of another state, as defined in the legislation of 	<p>Article 46(1) of the LPP</p> <p>ESPD, Part III, paragraphs A1-A6</p> <p>ESPD, Part III, paragraph D1</p>	<p>Entities established in Lithuania shall be required to submit the following:</p> <ul style="list-style-type: none"> • An extract from the judgment, or • A certificate from the Information Technology and Communications Department under the Ministry of the Interior, or • A document issued by the State Enterprise Centre of Registers in accordance with the procedure established by the Government of the Republic of Lithuania, confirming the joint data processed by competent authorities. <p>Entities established outside Lithuania shall be required to submit the following:</p> <ul style="list-style-type: none"> • A document of the relevant foreign authority. <p>The specified documents must be issued no earlier than 180 days before <i>the date when the supplier will have to submit, at the request of the contracting entity, documents proving the absence of grounds for exclusion.</i></p> <p>If the document was issued earlier but the period of validity specified therein is longer than the deadline for the submission of the documents proving the absence of grounds for exclusion under the ESPD, such a document shall be admissible during its period of validity.</p> <p>NOTE Certificates confirming the absence</p>

	<p>other states implementing the legislation of the European Union listed in Article 57(1) of Directive 2014/24/EU.</p> <p>The supplier or its responsible person shall be deemed to have been convicted of the above-mentioned offence where:</p> <p>1) A conviction has been handed down by a court regarding a supplier who is a natural person within the last five years and that person has an unexpired or non-cancelled criminal record;</p> <p>2) a court conviction has been issued and entered into force within the last 5 years against the supplier, which is a legal entity, other organization or its structural unit, the manager or person(s) entitled to draw up and sign the supplier's financial accounting documents, and this person has a conviction that has not expired or been cancelled;</p> <p>3) A conviction has been handed down within the last 5 years by a court regarding the supplier that is a legal entity, another organisation or a structural subdivision thereof or, in the case of Article 46(3) of the LPP, a final administrative decision has been made, if such a decision is taken in accordance with the requirements of the supplier's national legislation.</p>		<p>of grounds for exclusion of the supplier specified in Article 46 of the Public Procurement Law are not required. The contracting entity will only require them if it has reasonable doubts about the reliability of the supplier.</p>
3.2.2	<p>A supplier is convicted of non-compliance with obligations relating to the payment of taxes, including social security contributions, in accordance with the requirements of the country in which the supplier is registered or the country in which the contracting entity is located, as defined in</p>	<p>Article 46(3) of the LPP</p> <p>ESPD, Part III, paragraphs B1 and B2</p>	<p>1) For the fulfilment of obligations relating to the payment of taxes from entities established in Lithuania, the following shall be requested:</p> <ul style="list-style-type: none"> • An extract from a court decision (if any) or a document issued by the State Tax Inspectorate under the Ministry of Finance of the Republic of Lithuania,

<p>Article 46(2)(1) and (3) of the LPP, or the contracting entity has other evidence of non-compliance with these obligations.</p> <p>A supplier shall be deemed to have been convicted of the offence referred to above when:</p> <p>1) A conviction has been handed down by a court regarding a supplier who is a natural person within the last five years and that person has an unexpired or non-cancelled criminal record;</p> <p>2) A conviction has been handed down within the last 5 years by a court regarding the supplier that is a legal entity, another organisation or a structural subdivision thereof or, in the case of Article 46(3) of the LPP, a final administrative decision has been made, if such a decision is taken in accordance with the requirements of the supplier's national legislation. However, this provision shall not apply if:</p> <p>1) The supplier undertook to pay taxes, including social security contributions, and, therefore, is deemed to have already fulfilled the obligations referred to in this section;</p> <p>2) The amount of debt does not exceed EUR 50 (fifty euros);</p> <p>3) The supplier was informed of the exact amount of the supplier's debt at a time when it did not have time to pay taxes, including social security contributions, to enter into a tax loan agreement or another binding arrangement of a similar nature to make the aforementioned payments, or to take other measures to comply with the provisions of</p>	<ul style="list-style-type: none"> • or a document issued by the State Enterprise Centre of Registers in accordance with the procedure established by the Government of the Republic of Lithuania, confirming the joint data processed by competent authorities. <p>Entities established outside Lithuania shall be required to submit the following:</p> <ul style="list-style-type: none"> • A document of the relevant foreign authority. <p>The specified documents must be issued no earlier than 120 days before <i>the date when the supplier will have to submit, at the request of the contracting entity, documents proving the absence of grounds for exclusion.</i></p> <p>If the document was issued earlier but the period of validity specified therein is longer than the deadline for the submission of the documents proving the absence of grounds for exclusion under the ESPD, such a document shall be admissible during its period of validity.</p> <p>2) For the fulfilment of obligations relating to the payment of social security contributions from entities established in Lithuania, the following shall be requested:</p> <p>2.1) If the supplier is a legal entity registered in the Republic of Lithuania, it shall not be required to provide any documents proving this requirement. The contracting entity shall independently verify the data in the national database at http://draudejai.sodra.lt/draudeju_visi_duomenys/.</p> <p>If, due to technical problems of the information system of the State Social Insurance Fund Board (hereinafter referred to as Sodra), the contracting entity is unable to verify the data on the supplier (legal entity) available free of charge, it will be entitled to ask the supplier</p>
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	<p>paragraph 1 before the expiry of the deadline for the submission of applications or tenders. The supplier shall not be excluded from the procurement procedure on this basis if, according to a demand of the contracting entity to provide relevant documents in accordance with Article 50(6) of the LPP, it proves that it is already deemed to have fulfilled its obligations relating to the payment of taxes, including social security contributions.</p>	<p>(legal entity) to provide an extract from a judgment (if any) or a document issued in accordance with the procedure established by Sodra confirming compliance with this requirement. The supplier may also provide a document issued by the State Enterprise Centre of Registers in accordance with the procedure laid down by the Government of the Republic of Lithuania, confirming the joint data processed by competent authorities.</p> <p>2.2) If the supplier is a natural person registered in the Republic of Lithuania, it shall submit an extract from a judgment (if any) or a document issued by Sodra or a document issued by the State Enterprise Centre of Registers in accordance with the procedure established by the Government of the Republic of Lithuania, confirming the joint data processed by competent authorities.</p> <p>Entities established outside Lithuania shall be required to submit the following:</p> <ul style="list-style-type: none"> • A document of a competent authority of the respective foreign country. <p>The specified documents must be issued no earlier than 120 days before <i>the date when the supplier will have to submit, at the request of the contracting entity, documents proving the absence of grounds for exclusion.</i></p> <p>If the document was issued earlier but the period of validity specified therein is longer than the deadline for the submission of the documents proving the absence of grounds for exclusion under the ESPD, such a document shall be admissible during its period of validity.</p> <p>NOTE Certificates confirming the absence of grounds for exclusion of the</p>
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			supplier specified in Article 46 of the Public Procurement Law are not required. The contracting entity will only require them if it has reasonable doubts about the reliability of the supplier.
3.2.3	The supplier has concluded agreements with other suppliers with the aim of distorting competition in the procurement process and the contracting entity has conclusive evidence of this.	Article 46(4)(1) of the LPP ESPD, Part III, paragraph C10	No documentary evidence shall be required from entities established in Lithuania. The submitted ESPD shall be sufficient.
3.2.4	The supplier has entered into a conflict of interest situation within the meaning of Article 33 of the Law on Procurement in the Utilities Sector during the course of the procurement and the situation cannot be remedied. It is considered that the conflict of interest situation in question cannot be remedied if the persons involved in the conflict of interest have influenced the decisions of the public procurement commission or the contracting entity and a change in those decisions would be contrary to the provisions of the Law on Procurement in the Utilities Sector.	Article 46(4)(2) of the LPP ESPD, Part III, paragraph C12	No documentary evidence shall be required from entities established in Lithuania. The submitted ESPD shall be sufficient.
3.2.5	Competition as defined in Article 39(3) and (4) of the Law on Procurement in the Utilities Sector has been infringed and the situation cannot be remedied.	Article 46(4)(3) of the LPP ESPD, Part III, paragraph C13	No documentary evidence shall be required from entities established in Lithuania. The submitted ESPD shall be sufficient.
3.2.6	During the procurement procedures, the supplier has concealed information or provided false information on compliance with the requirements laid down in Articles 46 and 47 of the LPP, and the contracting entity can prove this by any lawful means, or the supplier is unable to provide supporting documents required under Article 50 of the LPP regarding the false information provided. On this basis, the supplier shall also be excluded from the	Article 46(4)(4) of the LPP ESPD, Part III, paragraph C15	No documentary evidence shall be required from entities established in Lithuania. The submitted ESPD shall be sufficient. Decisions to exclude a supplier from the procurement procedure on the grounds for exclusion referred to in this paragraph may be based, inter alia, on the information published in accordance with Article 52 of the LPP:

	<p>procurement procedure where, in the course of previous procedures carried out in accordance with the procedure laid down in the LPP, the Law on Public Procurement in the Fields of Defence and Security, the Law on Procurement in the Utilities Sector, or the Law on Concessions, the supplier has concealed information or has provided false information as referred to in this paragraph, or where the supplier has been unable to submit supporting documents required by Article 50 of the LPP regarding the provided false information and has been excluded from a procurement procedure or a concession award within the previous year.</p> <p>On this basis, the supplier shall also be excluded from the procurement procedure where, in accordance with the legislation of other states, the supplier has concealed information or provided false information during previous procedures or the supplier has been unable to provide supporting documents regarding the provided false information, which resulted in exclusion from procurement or concession award procedures within the previous year or in other similar sanctions.</p>		https://vpt.lrv.lt/lt/nuorodos/kitiduomenys/powerbi/melagingainformacija-pateikusių-tiekeju-sarasas-3/
3.2.7	<p>During the procurement, the supplier has taken unlawful steps in order to influence the decisions of the contracting entity, to obtain confidential information that would give the supplier an undue advantage in the procurement procedure, or the supplier provided misleading information that is likely to have a material influence on the contracting entity's decisions regarding the exclusion of suppliers, the assessment of their qualifications, the award of the contract, and the contracting entity can prove this by any legitimate means.</p>	<p>Article 46(4)(5) of the LPP</p> <p>ESPD, Part III, paragraph C15</p>	<p>No documentary evidence shall be required from entities established in Lithuania. The submitted ESPD shall be sufficient.</p>
3.2.8	<p>The Supplier has failed to perform a contract concluded in accordance with the LPP,</p>	<p>Article 46(4)(6) of the LPP</p>	<p>No documentary evidence shall be required from entities established in Lithuania. The submitted ESPD</p>

<p>the Law on Public Procurement in the Fields of Defence and Security or the Law on Procurement in the Utilities Sector or a concession contract, or the supplier has improperly performed it, which constituted a material breach of the contract within the meaning of Article 6.217 of the Civil Code (hereinafter referred to as a material breach of the contract), which led to a termination of a contract in the last 3 years or to the adoption of a final judgment within the last 3 years satisfying a claim by the contracting authority, the contracting entity or the awarding authority for damages suffered as a result of the supplier's substantial or persistent shortcomings in the performance of an essential contractual condition set out in the contract, or a decision of the contracting entity has been made within the last 3 years that the supplier has fulfilled the essential contractual condition laid down in the contract with substantial or persistent shortcomings, resulting in a sanction imposed by the contract.</p> <p>On this basis, a supplier shall also be excluded from the procurement procedure where it has been established, in accordance with the legislation of other states, that within the past 3 years in the performance of a previous contract, a previous contract with the contracting entity or a previous concession contract, an essential requirement laid down in the contract has been fulfilled with serious or persistent shortcomings, resulting in the termination of that previous contract before</p>	<p>ESPD, Part III, paragraph C14</p>	<p>shall be sufficient.</p> <p>Decisions to exclude a supplier from the procurement procedure on the grounds of exclusion referred to in this paragraph may be based on the information published in accordance with Article 91 of the LPP:</p> <p>https://vpt.lrv.lt/lt/nuorodos/kitiduomenys/powerbi/nepatikimitieskejai-1/</p> <p>https://vpt.lrv.lt/lt/pasalinimopagrindai-1/nepatikimu-koncesininku-sarasas-1/nepatikimu-koncesininku-sarasas</p>
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	its expiry date, a claim for damages or other similar sanctions.		
3.2.9	The supplier has committed serious professional misconduct that causes the contracting entity to doubt the supplier's integrity, where the supplier has committed an infringement of financial statements legislation and auditing legislation and less than one year elapsed since the date when the infringement occurred.	Article 46(4)(7)(a) of the LPP ESPD, Part III, paragraph C11	No documentary evidence shall be required from entities established in Lithuania. The submitted ESPD shall be sufficient. Decisions to exclude a supplier from the procurement procedure on the grounds of exclusion referred to in this paragraph shall take account, inter alia, of the information available in the national database at https://www.registrucentras.lt/jar/p/index.php as well as of the information published in the following information notice: https://vpt.lrv.lt/lt/naujienos-3/finansiniu-ataskaitu-nepateikimas-gali-tapti-kliutimi-dalyvauti-viesuosiuose-pirkimuose/
3.2.10	The supplier has committed serious professional misconduct that causes the contracting entity to doubt the supplier's integrity, where the supplier does not meet the minimum criteria for a reliable taxpayer as set out in Article 40 ¹ (1) of the Law of the Republic of Lithuania on Tax Administration.	Article 46(4)(7)(b) of the LPP ESPD, Part III, paragraph C11	No documentary evidence shall be required from entities established in Lithuania. The submitted ESPD shall be sufficient. Decisions to exclude a supplier from the procurement procedure on the grounds of exclusion referred to in this paragraph shall be based, inter alia, on the information published in the national database at https://www.vmi.lt/evmi/mokesciu-moketoju-informacija .
3.2.11	The supplier has committed serious professional misconduct that causes the contracting entity to doubt the supplier's integrity, where the supplier has committed a breach of the prohibition on the conclusion of prohibited agreements laid down in the Law of the Republic of Lithuania on Competition or in similar legislation of another country, and the period of time elapsed from the date of the breach is less than 3 years.	Article 46(4)(7)(c) of the LPP ESPD, Part III, paragraph C11	No documentary evidence shall be required from entities established in Lithuania. The submitted ESPD shall be sufficient. Decisions to exclude a supplier from the procurement procedure on the grounds of exclusion referred to in this paragraph shall take account, inter alia, of the information available in the national database at: https://kt.gov.lt/lt/atviri-duomenys/diskvalifikavimas-is-viesuju-pirkimu .
3.2.12	The supplier has not	Article 46(2¹) of	No documentary evidence shall be

	complied with the punitive measure imposed on it - a ban on a legal entity from participating in public procurement.	the LPP ESPD, Part III, paragraph D2	required from entities established in Lithuania. The submitted ESPD shall be sufficient.
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3.3. The procurement shall not be divided into parts, and the requirements set out in paragraph 3.2 of this section shall apply to the whole of the subject matter of the contract.

3.4. Exclusion of a supplier from the procurement procedure:

3.4.1. AB KVJUD shall exclude a supplier from the procurement procedure at any stage of the procurement procedure if it emerges that, as a result 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 paragraph 3.2 of this section.

3.4.2. The contracting entity shall exclude a supplier from the procurement procedure on the grounds for exclusion referred to in Article 46(4) and (6) of the Law on Public Procurement and set out in paragraph 3.2 of the procurement documents, and where it has conclusive evidence that the supplier was 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 Law on Public Procurement.

3.4.3. Notwithstanding the provisions of paragraphs 3.4.1 and 3.4.2, the supplier shall not be excluded from the procurement in the cases set out in Article 46(3) and (10) of the Law on Public Procurement (taking into account the provisions of Article 46(11) and (12) of the Law on Public Procurement), or if the contracting entity has adopted a decision in the course of the assessment of the supplier's reliability pursuant to Article 46(8) of the Law on Public Procurement that the exclusion of the supplier from the procurement procedure would be disproportionate to the supplier's conduct assessed, or the contracting entity has taken a decision that the grounds for exclusion established pursuant to Article 46(4)(7)(c) of the Law on Public Procurement would result in a significant restriction of competition. Information published in accordance with Articles 52 and 91 of the Law on Public Procurement may be taken into account when deciding on the exclusion of a supplier from the procurement procedure on the grounds of exclusion referred to in paragraph 3.4.2.

3.5. If the supplier does not meet the requirements set out in paragraphs 3.2.1 and 3.2.3 to 3.2.11 of this section, AB KVJUD shall not exclude the supplier from the procurement procedure where both of these conditions are present:

3.5.1. The supplier has provided AB KVJUD with information that it has taken the following measures:

3.5.1.1. Voluntarily paid or undertook to pay compensation for damage caused by the offence or violation referred to in paragraphs 3.2.1 and 3.2.3 to 3.2.11 of this section, if applicable;

3.5.1.2. Cooperated, actively provided assistance or took other measures to assist in the investigation, detection of the committed criminal offence or violation, if applicable;

3.5.1.3. Took technical, organisational, personnel management measures aimed at preventing further criminal offences or violations;

3.5.2. AB KVJUD has evaluated the information provided by the supplier in accordance with paragraph 3.5.1 and has taken a reasoned decision that the measures taken by the supplier to demonstrate its reliability are sufficient. The sufficiency of these measures shall be assessed in the light of the seriousness and circumstances of the offence or infringement. AB KVJUD shall provide the supplier with a reasoned decision in writing not later than 10 days after receipt of the supplier's information referred to in paragraph 3.5.1.

3.6. The supplier participating in the procurement must meet the qualification requirements and, where applicable, comply with the standards of the quality management system and/or environmental management system. The supplier must submit, in addition to the procurement documents, the European Single Procurement Document (ESPD), **Annex 8 to the procurement conditions**, certifying that it meets the qualification requirements set out in paragraph 3.6 of these procurement documents.

Sq. Nr.	Qualification requirements	Documents proving qualification requirements
<i>Technical and professional capacity requirements</i>		
3.6.1	<p>Supplier's experience - within the last 3 years (counted until the deadline for submitting the offer) or within the time from the date of registration of the supplier (if the supplier has been operating for less than 3 years), it has properly provided application software development services on its own, the value of which is not less than EUR 150,000.00 excluding VAT.</p> <p>Notes:</p> <p>1) The supplier may have achieved the final result under one or more contracts concluded for the same object.</p> <p>2) If the supplier provides information about a contract whose start date does not fall within the last 3 years, then the start date of the contract may not fall within the last 3 years, but the part of the contract performed during the last 3 years (calculated prior to the deadline for submission of proposals) must be at least EUR 150,000.00 excluding VAT.</p>	<p>A statement of service performance approved by the head of the company or his authorized person within the last 3 years (counted until the deadline for submitting the proposal) or within the time from the date of registration of the supplier (if the supplier has been operating for less than 3 years), which must indicate the customer (both public and private), the name of the service and a brief description, the beginning and end of the contract, the total amount of services in Euros.</p> <p><u>The supplier must provide a statement, feedback, or equivalent document from the customer that the service was performed properly.</u></p> <p><u>A digital copy of the document is provided*.</u></p> <p>Notes:</p> <p>1) if the proposal is submitted by a group of economic entities - the requirement must be met by all members of the group of economic entities together (the experience of the members of the group of economic entities is summed up), taking into account the obligations they assume;</p> <p>2) the supplier may rely on the capacities of other economic entities only if those entities themselves will perform that part of the procurement contract that requires their capacities;</p> <p>3) this requirement is not imposed on subcontractors.</p> <p>4) A supplier is not prohibited from relying on a contract that the supplier performed not alone, but together with other economic entities. However, in such a case, the services provided by a specific supplier participating in the public procurement, their scope and value, and not the entire subject of the performed contract, shall be assessed.</p>
3.6.2	<p>The Supplier must ensure that it will have at least one experienced project manager to perform the services, who has:</p> <p>- at least 12 months of work experience in managing information systems creation and/or development projects (when</p>	<p>1) Curriculum vitae (CV) of the proposed specialist, which must include information about the required work experience of at least 12 months in managing information systems creation and/or development projects (names of services performed, clients, start and end of services performed).</p> <p>When calculating the total work experience in the specified field, the duration of projects</p>

	<p>calculating total work experience in the specified field, the duration of projects carried out simultaneously is not added together).</p> <p>Note. The functions of the specialists specified in paragraphs 3.6.2 and 3.6.5 of the procurement documents must be performed by separate specialists with the required experience or qualifications, and the functions of the specialists specified in paragraphs 3.6.3 and 3.6.4 of the procurement may be performed by one specialist with the required experience or qualifications.</p>	<p>carried out simultaneously is not added up. <u>A digital copy of the document is provided*.</u></p> <p>2) A document certified by the signature of the head of the company or his authorized person, confirming the employment of the proposed specialist(s) in the supplier's company (i.e. an employment contract or a Social Security statement or other documents) or (if the specialist(s) are not part of the supplier's staff at the time of submission of the offer) a bilateral agreement between the proposed specialist and the supplier (approved by the supplier or its authorized person) that, upon winning the tender, the proposed specialist(s) agrees to perform the assigned functions. <u>A digital copy of the document is provided*.</u></p> <p>NOTES:</p> <p>1) Quasi-subcontractor – a specialist whose qualifications the supplier relies on, and who at the time of submission of the offer is not yet an employee of the supplier, the economic entity on whose capacities the supplier relies, but who is intended to be employed if the offer is recognized as the winning one, must be disclosed in the offer form (Annex 1 to the procurement documents).</p> <p>2) if the offer is submitted by a group of economic entities – the requirement must be met by the specialists of the member(s) of the group of economic entities, taking into account the obligations they assume for the performance of the procurement contract;</p> <p>3) the supplier may rely on the capacities of other economic entities only if those entities (their employees) will themselves perform that part of the procurement contract that requires their available capacities;</p> <p>4) subcontractors – if the supplier (the specialists it employs) itself meets the established requirement, but intends to use subcontractors (its specialists), the specialists of the subcontractors must meet the established requirements if the subcontractors (their employees) will themselves perform that part of the procurement contract that requires the established qualification.</p>
3.6.3	The Supplier must ensure that it will have at least one qualified expert-analyst for the performance of the services, who has:	<p>1) A document proving the qualifications of the proposed specialist, a required certificate or a copy of an equivalent document. Certificates of completion of training courses</p>

	<p>a certificate confirming the qualification OMG-Certified or UML Professional Fundamental or IBM Certified Solution Designer (vUML2) or equivalent.</p> <p>Notes: 1) The functions of the specialists specified in paragraphs 3.6.2 and 3.6.5 of the procurement documents must be performed by separate specialists with the required experience or qualifications, and the functions of the specialists specified in paragraphs 3.6.3 and 3.6.4 of the procurement may be performed by one specialist with the required experience or qualifications. 2) In accordance with clause 2.3 of the procurement documents, proof of equivalence is the responsibility of the Supplier.</p>	<p>are not evaluated. <u>A digital copy of the document is provided*.</u></p> <p>2) A document certified by the signature of the head of the company or his authorized person, confirming the employment of the proposed specialist(s) in the supplier's company (i.e. an employment contract or a Social Security statement or other documents) or (if the specialist(s) are not part of the supplier's staff at the time of submission of the offer) a bilateral agreement between the proposed specialist and the supplier (approved by the supplier or its authorized person) that, upon winning the tender, the proposed specialist(s) agrees to perform the assigned functions. <u>A digital copy of the document is provided*.</u></p> <p>NOTES: 1) Quasi-subcontractor – a specialist whose qualifications the supplier relies on, and who at the time of submission of the offer is not yet an employee of the supplier, the economic entity on whose capacities the supplier relies, but who is intended to be employed if the offer is recognized as the winning one, must be disclosed in the offer form (Annex 1 to the procurement documents). 2) if the offer is submitted by a group of economic entities – the requirement must be met by the specialists of the member(s) of the group of economic entities, taking into account the obligations they assume for the performance of the procurement contract; 3) the supplier may rely on the capacities of other economic entities only if those entities (their employees) will themselves perform that part of the procurement contract that requires their available capacities; 4) subcontractors – if the supplier (the specialists it employs) itself meets the established requirement, but intends to use subcontractors (its specialists), the specialists of the subcontractors must meet the established requirements if the subcontractors (their employees) will themselves perform that part of the procurement contract that requires the established qualification.</p>
<p>3.6.4</p>	<p>The Supplier must ensure that it will have an experienced IT architect to perform the services, who has:</p>	<p>1) Curriculum vitae (CV) of the proposed specialist, which must include information about the required work experience of at least 12 months in the design and</p>

<p>- at least 12 months of work experience in designing and implementing distributed IT systems, including service-oriented architecture (SOA), API-based integrations and message-based communication.</p> <p>Note. The functions of the specialists specified in paragraphs 3.6.2 and 3.6.5 of the procurement documents must be performed by separate specialists with the required experience or qualifications, and the functions of the specialists specified in paragraphs 3.6.3 and 3.6.4 of the procurement may be performed by one specialist with the required experience or qualifications.</p>	<p>implementation of distributed IT systems, including service-oriented architecture (SOA), API-based integrations and message-based communication (names of services performed, customers, start and end of services performed). When calculating the total work experience in the specified area, the duration of projects carried out simultaneously is not added up. <u>A digital copy of the document is provided*.</u></p> <p>2) A document certified by the signature of the head of the company or his authorized person, confirming the employment of the proposed specialist(s) in the supplier's company (i.e. an employment contract or a Social Security statement or other documents) or (if the specialist(s) are not part of the supplier's staff at the time of submission of the offer) a bilateral agreement between the proposed specialist and the supplier (approved by the supplier or its authorized person) that, upon winning the tender, the proposed specialist(s) agrees to perform the assigned functions. <u>A digital copy of the document is provided*.</u></p> <p>NOTES: 1) Quasi-subcontractor – a specialist whose qualifications the supplier relies on, and who at the time of submission of the offer is not yet an employee of the supplier, the economic entity on whose capacities the supplier relies, but who is intended to be employed if the offer is recognized as the winning one, must be disclosed in the offer form (Annex 1 to the procurement documents). 2) if the offer is submitted by a group of economic entities – the requirement must be met by the specialists of the member(s) of the group of economic entities, taking into account the obligations they assume for the performance of the procurement contract; 3) the supplier may rely on the capacities of other economic entities only if those entities (their employees) will themselves perform that part of the procurement contract that requires their available capacities; 4) subcontractors – if the supplier (the specialists it employs) itself meets the established requirement, but intends to use subcontractors (its specialists), the specialists of the subcontractors must meet the established requirements if the subcontractors (their employees) will</p>
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		<p>themselves perform that part of the procurement contract that requires the established qualification.</p>
3.6.5	<p>The Supplier shall ensure that the services will be provided by a dangerous goods expert with specialized knowledge of the dangerous goods regulations (ADR or RID or IMDG or equivalent)</p> <p>Notes: 1) The functions of the specialists specified in paragraphs 3.6.2 and 3.6.5 of the procurement documents must be performed by separate specialists with the required experience or qualifications, and the functions of the specialists specified in paragraphs 3.6.3 and 3.6.4 of the procurement may be performed by one specialist with the required experience or qualifications. 2) In accordance with paragraph 2.3 of the Procurement Documents, the supplier shall be responsible for proving equivalence.</p>	<p>1) A document proving the education of the proposed specialist, a copy of a certificate confirming completion of a dangerous goods transport, loading and storage or equivalent training program. <u>A digital copy of the document is provided*.</u></p> <p>2) A document certified by the signature of the head of the company or his authorized person, confirming the employment of the proposed specialist(s) in the supplier's company (i.e. an employment contract or a Social Security statement or other documents) or (if the specialist(s) are not part of the supplier's staff at the time of submission of the offer) a bilateral agreement between the proposed specialist and the supplier (approved by the supplier or its authorized person) that, upon winning the tender, the proposed specialist(s) agrees to perform the assigned functions. <u>A digital copy of the document is provided*.</u></p> <p>NOTES: 1) Quasi-subcontractor – a specialist whose qualifications the supplier relies on, and who at the time of submission of the offer is not yet an employee of the supplier, the economic entity on whose capacities the supplier relies, but who is intended to be employed if the offer is recognized as the winning one, must be disclosed in the offer form (Annex 1 to the procurement documents). 2) if the offer is submitted by a group of economic entities – the requirement must be met by the specialists of the member(s) of the group of economic entities, taking into account the obligations they assume for the performance of the procurement contract; 3) the supplier may rely on the capacities of other economic entities only if those entities (their employees) will themselves perform that part of the procurement contract that requires their available capacities; 4) subcontractors – if the supplier (the specialists it employs) itself meets the established requirement, but intends to use subcontractors (its specialists), the specialists of the subcontractors must meet the established requirements if the subcontractors (their employees) will themselves perform that part of the</p>

	procurement contract that requires the established qualification.
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3.7. Documents issued by official authorities of foreign suppliers in their countries confirming the requirements of the procurement documents shall be legalised in accordance with Resolution No. 1079 of 30 October 2006 of the Government of the Republic of Lithuania 'On the Approval of the Description of the Procedure for Legalisation of Documents and Certification by Apostille' (Official Gazette, 2006, No. 118-4477) and the Hague Convention of 5 October 1961 Abolishing the Requirement of Legalisation for Foreign Public Documents (Official Gazette, 1997, No. 68-1699).

3.8. At any time during the procurement procedure, AB KVJUD may request the tenderers to provide all or part of the documents confirming the absence of 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 in order to ensure the proper performance of the procurement procedure.

3.9. The supplier/provider/contractor ensures that, in case of winning the contract and signing the contract with the supplier/provider/contractor, for the entire period of validity of the contract, as long as the qualification of the supplier/provider/contractor regarding the right to engage in the relevant activity was not established or was not checked in full at the time of the procurement, supplier/provider/contractor, his employees and/or economic entities hired by him, whose capacities are based on, sub-suppliers on which the contract is planned to be executed, the duties of their employees in the valid legal acts of the Republic of Lithuania include qualifying duties and the right to supply goods, provide services or perform works, and it would be carried out by qualified specialists and other persons with the necessary valid documents confirming the qualification and/or right to supply goods, provide services or perform work.

3.10. . If the supplier is unable to provide the specified documents proving that there are no grounds for exclusion provided for in Article 46(1) and (3) and Article 46(6)(2) of the Law of the Republic of Lithuania on Public Procurement because such documents are not issued in the Member State or country concerned, or the documents issued in that country do not cover all the matters raised in Article 46(1) and (3) and Article 46(6)(2), they may be replaced with the following:

- a) A declaration on oath;
- b) An official supplier's declaration if the declaration on oath is not used in the respective country. The official declaration must be certified by a competent legal or administrative authority, a notary or a competent professional or commercial organisation in the Member State or the supplier's country of origin or country of registration

3.11. Mandatory requirements:

3.11.1 The supplier together with application form shall submit a completed and signed declaration (Annex 2 to the procurement documents) declaring that it complies with Article 58(4¹) of the Law on Procurement in the Utilities Sector. If AB KVJUD has any doubts about the correctness of the information provided in the supplier's free-form declaration, it may ask the supplier submitting the most economically beneficial tender to provide (one or more) documents confirming the information provided in this declaration:

A copy of the legal entity's founding documents certified by the director of the legal entity, an extended extract from the Register of Legal Entities with a history, an extract from the Information System for Participants of Legal Entities, a copy of an identification document (identity card or passport), a copy of a document confirming the permission to engage in the relevant economic activity (e.g., a business licence, a certificate of individual activity, etc.), a copy of the certificate of declared residence or respective documents from a Member State or from a third country, or other documents acceptable to the contracting entity. Documents in which a period of validity is not specified must be issued or printed from the information system not earlier than 3 months before the date on which the supplier is asked by the contracting entity to submit the documents.

3.11.2. The supplier shall submit a completed and signed declaration of conformity in the form established by the Public Procurement Service (Annex 3 to the procurement documents), by which it declares that it complies with Article 50, paragraph 9 of the Law on Procurement in the Utilities Sector. If AB KVJUD has doubts regarding the correctness of the information specified in the supplier's declaration of conformity, it may request the supplier that submitted the most economically advantageous tender to submit (one or more) documents confirming the information specified in this declaration: a copy of the legal entity's founding documents certified by the head of the legal entity, an extended extract from the Register of Legal Entities with history, an extract from the information system of participants of legal entities, a copy of a personal identity document (identity card or passport), a copy of a document confirming the permit to engage in the relevant economic activity (for example, a business certificate, individual activity certificate, etc.), a certificate of the declared place of residence or relevant documents of a Member State or a third country or other documents acceptable to the contracting entity. Documents that do not indicate their expiration date must be issued or printed from the information system no earlier than 3 months before the date on which the supplier must submit the documents at the request of the contracting authority.

Notes:

* A digital copy of a document shall be a scanned version of the original document.

1) If the tender is signed by a person authorised by the supplier, AB KVJUD reserves the right to request a power of attorney.

2) If the supplier submits duly certified copies of the required documents in its tender, AB KVJUD shall have the right to request the supplier to show the original documents to the Procurement Commission.

3) The supplier using a group of suppliers and economic operators whose capacity it relies upon in order to prove the qualification requirements set out in the procurement documents, shall, after the completion of the ESPD and the evaluation of the tender, if its tender is the most economically beneficial (prior to the ranking of the tenders), submit, within a reasonable time limit, the documents referred to in paragraph 3.2 of the procurement documents for each of the members of the group of suppliers and the economic operators whose capacity the supplier relies upon to prove the qualification requirements set out in the procurement documents.

4) If an inspection will be carried out during the procurement in accordance with the procedure established in the Law on the Protection of Objects Important for Ensuring National Security, the supplier will have to submit the documents necessary for such an inspection.

5) After the final bid evaluation procedures, and before determining the winning bid, AB KVJUD will request the supplier whose bid will be the most economically advantageous, its joint venture partner (if the bid is submitted on the basis of joint venture), the economic entity on whose capacities it relies, and the subsupplier, subcontractor, grantor (if it is intended to be used) to submit a completed and signed questionnaire of the Joint Stock Company Klaipėda State Seaport Authority Business Partners (Annex No. 5) within a reasonable time limit (before determining the order of the final bids).

IV. PARTICIPATION OF A GROUP OF SUPPLIERS IN THE PROCUREMENT PROCEDURE

4.1. Where a group of Suppliers is participating in the procurement procedures, it shall submit a joint venture contract. A digital copy of the document shall be provided.

4.2. If the tender is submitted by a group of Suppliers under a joint venture contract (JVC), the joint venture contract must also contain the following mandatory provisions:

4.2.1. One of the persons who concluded the JVC must be designated as the responsible partner;

- 4.2.2. The allocation and percentage of the obligations of the partners acting under the JVC in the performance of the procurement contract must be stated;
- 4.2.3. The responsible partner shall be entrusted to act on behalf of and represent all the JVC partners in the performance of the procurement contract in their dealings with the buyer (the contracting entity) in all matters relating to the performance of the procurement contract, including, but not limited to, the following: the delegation to the responsible partner, on behalf of all the JVC partners, of the authority to sign and submit to the buyer (the contracting entity) certificates of handover and acceptance, VAT invoices, other credit and debit documents, and other documents related to the performance of the procurement contract;
- 4.2.4. It shall be provided that the buyer (the contracting entity) shall make all payments for the performance of the procurement contract (works performed, services rendered, goods supplied) to the responsible partner only and that the responsible partner, after receiving the funds from the buyer (the contracting entity), shall settle with the other partners of the JVC independently and under its responsibility. Any claims and demands made by the other JVC partners against the buyer (the contracting entity) in respect of the result of the performance of the procurement contract accepted from the responsible partner and paid for by the buyer (the contracting entity) shall be deemed to be unfounded;
- 4.2.5. It must be stipulated that the responsible partner undertakes to pay all taxes relating to the performance of the procurement contract; under no circumstances may failure to fulfil or improper fulfilment of the above-mentioned obligations result in additional costs or losses for the buyer (the contracting entity);
- 4.2.6. It shall be provided that all the partners of the JVC shall be jointly and severally liable towards the buyer (the contracting entity) for the obligations arising out of the performance of the procurement contract. Any provisions modifying the joint and several liability of the JVC partners in the JVC or in other agreements concluded by the same JVC partners will be considered irrelevant to the liability of the JVC partners towards the buyer (the contracting entity) for the proper performance of the procurement contract;
- 4.2.7. The commitment of the JVC partners to remain as JVC partners until the Contract has been duly performed shall be included. The provisions of the JVC may be amended only with the prior written consent of the buyer (the contracting entity);
- 4.2.8. The conditions and procedure for the change of a JVC partner must be laid down: the change of the JVC partner must be notified to the buyer (the contracting entity) by a prior written notice, with a request by the JVC partner to withdraw and to transfer the performance of its obligations to the new or remaining JVC partner(s), with the agreement of the new JVC partner to take over the obligations of the leaving (withdrawing) JVC partner under the JVC. The above documents shall be accompanied by copies of the documents confirming the qualifications of the new JVC partner and the absence of grounds for exclusion, as well as the draft amendment to the JVC. The agreement of the buyer (the contracting entity) to the change of the JVC partner shall be expressed in writing and the signed amendment to the JVC shall be submitted to the buyer without delay;
- 4.2.9. It shall be provided that the JVC shall be governed by the law of the Republic of Lithuania and that all disputes arising out of the JVC shall be settled by the courts of general jurisdiction;
- 4.2.10. It shall be stipulated that any other provisions of the JVC shall not conflict with the provisions of the JVC set out above, and in the event of such a conflict, the provisions of the JVC set out above shall prevail.
- 4.3. If the tender was submitted by a group of Suppliers acting under a joint venture contract, the service/goods/work contract signed by the Customer (AB KVJUD) and the partners acting under the joint venture contract (JVC) shall also contain the following mandatory provisions and requirements:
- 4.3.1. One of the persons who concluded the JVC must be designated as the responsible partner;
- 4.3.2. The allocation and percentage of the obligations of the partners acting under the JVC in the performance of the procurement contract must be stated;
- 4.3.3. The responsible partner shall be entrusted to act on behalf of and represent all the JVC partners in the performance of the procurement contract in their dealings with the buyer (the

contracting entity) in all matters relating to the performance of the procurement contract, including, but not limited to, the following: the delegation to the responsible partner, on behalf of all the JVC partners, of the authority to sign and submit to the buyer (the contracting entity) certificates of handover and acceptance, VAT invoices, other credit and debit documents, and other documents related to the performance of the procurement contract;

4.3.4. It shall be provided that the buyer (the contracting entity) shall make all payments for the performance of the procurement contract (works performed, services rendered, goods supplied) to the responsible partner only and that the responsible partner, after receiving the funds from the buyer (the contracting entity), shall settle with the other partners of the JVC independently and under its responsibility. Any claims and demands made by the other JVC partners against the buyer (the contracting entity) in respect of the result of the performance of the procurement contract accepted from the responsible partner and paid for by the buyer (the contracting entity) shall be deemed to be unfounded;

4.3.5. It must be stipulated that the responsible partner undertakes to pay all taxes relating to the performance of the procurement contract; under no circumstances may failure to fulfil or improper fulfilment of the above-mentioned obligations result in additional costs or losses for the buyer (the contracting entity);

4.3.6. It shall be provided that all the partners of the JVC shall be jointly and severally liable towards the buyer (the contracting entity) for the obligations arising out of the performance of the procurement contract. Any provisions modifying the joint and several liability of the JVC partners in the JVC or in other agreements concluded by the same JVC partners will be considered irrelevant to the liability of the JVC partners towards the buyer (the contracting entity) for the proper performance of the procurement contract;

4.3.7. The commitment of the JVC partners to remain as JVC partners until the Contract has been duly performed shall be included. The provisions of the JVC may be amended only with the prior written consent of the buyer (the contracting entity);

4.3.8. The conditions and procedure for the change of a JVC partner must be laid down: the change of the JVC partner must be notified to the buyer (the contracting entity) by a prior written notice, with a request by the JVC partner to withdraw and to transfer the performance of its obligations to the new or remaining JVC partner(s), with the agreement of the new JVC partner to take over the obligations of the leaving (withdrawing) JVC partner under the JVC. The above documents shall be accompanied by copies of the documents confirming the qualifications of the new JVC partner and the absence of grounds for exclusion, as well as the draft amendment to the JVC. The agreement of the buyer (the contracting entity) to the change of the JVC partner shall be expressed in writing and the signed amendment to the JVC shall be submitted to the buyer without delay;

4.3.9. It shall be provided that the JVC shall be governed by the law of the Republic of Lithuania and that all disputes arising out of the JVC shall be settled by the courts of general jurisdiction;

4.3.10. It shall be stipulated that any other provisions of the JVC shall not conflict with the provisions of the JVC set out above, and in the event of such a conflict, the provisions of the JVC set out above shall prevail.

4.3.11. To stipulate in the contract to be signed that a breach of the conditions set out in subparagraphs 4.3.7 and 4.3.8 will be considered as a material breach of the procurement contract.

4.4. AB KVJUD shall not require that the group of suppliers take a certain legal form after the tender submitted by the group of suppliers had been recognised as the best one and AB KVJUD offered to conclude a work/goods/service contract.

V. RELIANCE ON THE CAPACITIES OF OTHER ECONOMIC OPERATORS AND USE OF SUB-SUPPLIERS/SUB-PROVIDERS/SUBCONTRACTORS

5.1. Definitions:

5.1.1. **Quasi sub-supplier** shall mean a professional whose qualification is relied upon by the supplier and who, at the time of the submission of the application or tender, is not yet an

employee of the supplier, or of the economic operator on whose capacities the supplier relies, but who is intended to be employed in the event of the tender being successful;

5.1.2. **Sub-supplier/Sub-provider/Subcontractor not relied upon by the supplier (the 'subcontractor')** shall mean a third party used by the supplier to perform the contract, whose qualifications are not relied upon by the supplier to meet the qualification requirements;

5.1.3. **Economic operator whose capacities are relied upon** shall mean a third party used by the supplier to perform the contract, whose qualifications are relied upon by the supplier to meet the qualification requirements.

5.2. The Supplier may rely on the capacities of other economic operators in order to meet the requirements of the right to pursue the activity in question and the requirements for financial, economic, technical and/or professional capacity (if such requirements are imposed by AB KVJUD), irrespective of the legal nature of the connection with those economic operators and in compliance with the requirement set out in paragraph 5.3.

5.3. The Supplier may rely on the capacities of other economic operators to meet the requirements as to the right to pursue the activity in question and requirements for education, professional qualifications, and professional experience, special authorisation and/or membership of an organisation (if such requirements are imposed by AB KVJUD), only if those operators themselves will provide the services/deliver the goods/perform the works (*depending on the subject matter of the contract*) for which the capacities are required.

5.4. Under the conditions set out in paragraphs 5.2 and 5.3, a group of Suppliers may rely on the capacities of members of the group or of other economic operators.

5.5. If the Supplier relies on the capacity of another economic operator to meet the qualification requirements of AB KVJUD, the Supplier must provide evidence when submitting the tender that the resources of the economic operators will be available to the Supplier throughout the period of performance of the contractual obligations. Such evidence may include a commitment (declaration), letter of intent or other documents from the economic operator whose capacities are relied upon, demonstrating that the economic operator whose capacities are relied upon has the necessary resources and that these resources will be available throughout the period of performance of the contractual obligations.

5.6. The Supplier must indicate (disclose) in its tender by completing the tender form in Annex 1:

5.6.1. The economic operators whose capacities are relied upon, including experts, professionals who were employees of the Supplier at the time of the submission of the tender, professionals (quasi sub-suppliers) who were not employees of the Supplier at the time of the submission of the tender, but who will be employed by the Supplier and the economic operator in the event of the tenderer being successful and the conclusion of the procurement contract, whose capacities are relied upon by the Supplier to meet the requirements of the right to pursue the activity in question, the requirements for financial, economic, technical and/or professional capacity, the requirements of education, professional qualification or professional experience, or the requirements to hold a special permit or to be a member of certain organisations (if such requirements are imposed by AB KVJUD). If the supplier intends to use the economic operator whose capacities are relied upon for the performance of the contract, as well as in the cases provided for in Article 96(2) of the Law on Procurement in the Utilities Sector, the supplier must specify the part of the procurement contract for the performance of which it will use the economic operator whose capacities are relied upon.

5.6.2 Information of whether the supplier intends to use sub-suppliers for the performance of the procurement contract, indicating the part of the procurement contract and the subcontractors/sub-providers/sub-suppliers it intends to use, and indicating the part of the procurement contract (the works being subcontracted) for which it intends to use subcontractors. When submitting a tender, the supplier must provide evidence that the resources of the subcontractor/sub-supplier/sub-provider will be available to the supplier throughout the period of performance of the contractual obligations. Such evidence may include a commitment (declaration), letter of intent or other documents from the subcontractor/sub-supplier/sub-provider that the subcontractor/sub-supplier/sub-provider

has the necessary resources and that they will be available throughout the period of performance of the contractual obligations.

5.7. If the economic operator whose capacities are relied upon in the tender does not meet the requirements, it may be replaced by an eligible economic operator by the deadline set by AB KVJUD by means of correspondence in the CPP IS.

5.8. AB KVJUD shall not restrict the ability of suppliers to use economic operators whose capacities are relied upon or subcontractors/sub-suppliers/sub-providers and/or members of a group of supplier for the performance of tasks.

5.9. The supplier may rely only on the capacities of other economic operators which it will actually have at its disposal during the performance of the procurement contract. The supplier shall have the obligation to demonstrate to the procuring entity in the tender that the resources of the economic operator whose capacities have been relied upon will be available to the supplier throughout the performance of the contract. When verifying that the supplier will have access to the resources of other economic operators whose capacities it relies on to meet the qualification requirements, the contracting entity shall accept from the supplier any evidence to that effect.

5.10. Professionals whom the supplier intends to employ and on whose capacities the supplier relies for the fulfilment of the qualification requirements (quasi sub-suppliers) will not be checked for the absence of grounds for exclusion and they shall not have to submit a completed ESPD.

VI. REQUIREMENTS FOR PREPARING THE PROPOSALS, THEIR SUBMISSION AND AMENDMENT

6.1. The supplier may submit only one proposal. In the same open tender, the partners of group of suppliers who unified their forces for the same activity shall not submit separate proposals or be partners in another group of suppliers who unified their forces. If the supplier submits more than one proposal or a participant of group of suppliers participates in the submission of couple of proposals, all of these proposals will be rejected.

6.2. The supplier shall not submit alternative proposals. Should the supplier submit an alternative proposal, their proposal and alternative proposal(s) will be rejected.

6.3. AB KVJUD shall demand to submit the proposals only through electronic measures, by using the CPP IS. Soft copy proposals, if such would be submitted, will be returned unopened to the supplier (courier) or returned via registered mail, and the envelopes will not be accessible and examined. Only the suppliers registered in the CPP IS may submit the proposals (free-of-charge registration at the address: <https://pirkimai.eviesiejipirkimai.lt>). All of the documents affirming the conformity of suppliers' qualification to the qualification requirements indicated in the procurement documents and other documents submitted with the proposal must be submitted electronically, i.e., be compiled through electronic measures (e.g., ESPD etc.) or by submitting digital copies of documents (e.g., certificates, licenses, joint activity agreement etc.). The documents being submitted or their digital copies must be made accessible through the use of non-discriminating and common data file formats (e.g., pdf, jpg, docx etc.)

6.4. The proposal must be prepared in accordance to Annex 1 to these procurement documents and submitted until the end of proposals submission period indicated in the CPP IS, i.e., until **21 st of April 2026, 09:00 AM**.

6.5. The offer indicates the fixed price in euros (rounded to two decimal places). When calculating the fixed price, all the requirements of the procurement conditions, including the draft procurement contract (annex 8) and its annexes, must be taken into account. The fixed price must include all taxes and all costs of the supplier, including everything necessary for the full and proper performance of the purchase contracts. In the offer form, suppliers must indicate the VAT rate that will be applied when signing the contract, suppliers' offers will be evaluated excluding VAT. The total price of the offer must be entered in words. **The purchase contract will be concluded at the price offered by the winning supplier.**

6.6. The suppliers shall have the right to familiarize with the procurement documents until the end of the proposals submission period.

- 6.7. The proposal must be submitted through the use of CPP IS measures along with the documents indicated in Point 6.15 of the procurement documents.
- 6.8. The manager of the company or their authorized person must sign the proposal.
- 6.9. When submitting the proposal, the supplier shall agree with these procurement documents and affirm that the information contained in the proposal is correct and encompasses everything that is needed for proper performance of the procurement contract.
- 6.10. The proposal of the supplier and other correspondence shall be submitted in Lithuanian language. If the documents, which are demanded to be added to the proposal, cannot be submitted in Lithuanian language, these documents must be submitted in original language with a Lithuanian translation.
- 6.11. The validity period of the proposal must be indicated. It must be valid for no less than 90 days from the end of the period for submitting tender proposals. If the validity period is not indicated, it shall be deemed that the proposal is valid for the duration indicated in the procurement documents.
- 6.12. Until the final proposals submission period, the supplier shall have the right to amend or cancel their proposal through CPP IS measures. Such amendment or announcement regarding cancellation shall be deemed valid, if AB KVJUD receives it through CPP IS measures until the end of the proposal's submission period.
- 6.13. Until the end of the proposal's validity period, as well as, after stopping the procurement procedures due to the application of provisional measures, AB KVJUD shall have the right through the use of CPP IS measures to request that the suppliers extend the validity of their proposals until the specific indicated time. The supplier may reject such proposal through the use of CPP IS measures. The supplier, who agrees to extend the validity period of their proposal, shall inform AB KVJUD about this through CPP IS measures. If the supplier does not answer AB KVJUD request to extend the validity period of the proposal, it shall be deemed that the supplier rejected such a request.
- 6.14. In the proposal, the suppliers must indicate confidential information. Confidential information may be: commercial (manufacture) secret and confidential aspects of proposal, but not limited to them. Information indicated in Article 32 Part 2 of the Law on Public Utilities Procurement shall not be deemed confidential. The supplier shall not have the right to indicate that all of the information indicated in the proposal is confidential. The supplier must clearly indicate what documents submitted with the proposal must be deemed confidential. AB KVJUD, Procurement Commission (hereinafter - the Commission), its members or experts and other persons shall not disclose confidential information indicated by the supplier. If the supplier does not indicate confidential information, it shall be deemed that the proposal does not contain such information.
- 6.15. The corpus of documents submitted by the supplier in an electronic form and answers through the use of CPP IS measures shall encompass the proposal:**
- 6.15.1. Filled-out form of the proposal, which was prepared in accordance to Annex 1 to these procurement documents. **The supplier shall indicate in the proposal form (Annex 1): the names and surnames of the specialists and what requirements the proposed specialists meet. Digital copy of the document shall be submitted*;**
- 6.15.2 The supplier must fill in the proposed qualitative parameters of the offer in the offer form - additional work experience as an IT architect (B) and work experience as a dangerous goods expert (C) (in months, in whole numbers). A digital copy of the document is provided*;**
- 6.15.3. The supplier must submit, together with the proposal (Annex 1 of the procurement documents), documents substantiating the work experience of the proposed specialists (IT architect and/or dangerous goods expert) in accordance with the requirements of Section XI of the procurement documents. A digital copy of the document* shall be submitted;**
- 6.15.4. Filled-out and signed supplier's procurement conditions declaration about the supplier, their sub-suppliers or entities, the capabilities of which the supplier uses (Annex 2 to the procurement documents). Digital copy of the document shall be submitted*;
- 6.15.5. a completed and signed Declaration of Conformity with National Security Requirements (Annex 3 to the procurement documents). Digital copy of the document shall be submitted*;

6.15.6. Filled-out and signed Annex 8 to the procurement conditions “European Single Procurement Document (ESPD)”, which each member of group of suppliers must fill-out and submit in an electronic form. If in the proposal the supplier indicated that they envisage to use the capabilities of entities, along with ESPD the supplier must submit the ESPD of these entities affirming that there exist no grounds for removing them from the procurement due to the requirements indicated in Points 3.2 and 3.6 of the procurement documents. Digital copy of the document shall be submitted*;

6.15.7. Electronic form of joint activity agreement or properly affirmed copy of it (if the proposal is submitted on the grounds of joint activity), obligation (declaration), letter of intent or other documents of the sub-contractor/sub-supplier/sub-provider envisaged to be used for the performance of the contract and of the entity, the capabilities of which the supplier uses, proving that the sub-contractor/sub-supplier/sub-provider envisaged to be used for the performance of the contract and the entity, the capabilities of which the supplier uses, have the required resources and they will be accessible throughout the contractual obligations performance period (if the sub-contractor/sub-supplier/sub-provider envisaged to be used for the performance of the contract and the entity, the capabilities of which the supplier uses, are intended to be used). Digital copy of the document shall be submitted*;

6.15.8. Digital copy of the power of attorney or other document (e.g., job description) granting the right to sign the supplier’s proposal (applicable when the proposal is signed not by the manager of the company, but by the authorized person). Digital copy of the document shall be submitted*.

VII. SECURING THE VALIDITY OF PROPOSALS

7.1. The contracting entity does not require the supplier to provide a guarantee of the validity of the tender.

VIII. EXPLAINING AND CORRECTING THE PROCUREMENT DOCUMENTS

8.1. The supplier may request that AB KVJUD clarify the procurement documents. Requests for clarification must be submitted to the CPP IS in Lithuanian. AB KVJUD CPP IS responds to each written request from the supplier to clarify the procurement documents, if the request is received no later than 6 calendar days before the deadline for submission of offers. AB KVJUD responds to the received request no later than 4 calendar days before the deadline for submission of offers. AB KVJUD publishes the response (documents) to the supplier's inquiry in the CPP IS to the supplier who submitted the request, as well as to all suppliers who joined the procurement, without disclosing the identity of the supplier who submitted the request. Clarifications will be carried out in Lithuanian. Suppliers should be active and submit questions or request clarification of the procurement documents immediately after analyzing them, taking into account the fact that after the deadline for submission of offers, it will not be possible to change the content of the offer.

8.2. Before the deadline for submission of offers has expired, AB KVJUD may, on its own initiative, clarify (revise) the procurement documents, but the clarification does not change the essence of the published information. Such clarifications (revises) are published in the CPP IS and to all suppliers who have joined the procurement no later than 4 calendar days before the deadline for submission of offers.

8.3. AB KVJUD may postpone the deadline for submission of offers before the end of the deadline for submission of offers. A notice of postponement of the deadline for submission of offers is published in the CPP IS and to all suppliers who have joined the procurement. If the published procurement documents are revised or the deadline for submission of offers is postponed, the published announcement is revised and must be printed before the end of the specified deadline for submission of offers.

8.4. AB KVJUD, when explaining or clarifying the procurement documents, must ensure the anonymity of suppliers, i.e. must ensure that the supplier does not learn the names and other details of other suppliers participating in the procurement procedures.

8.5. Any information, explanations of procurement documents, notifications or other correspondence between AB KVJUD and the supplier is carried out only through CPP IS correspondence tools.

8.6. Any clarification shall be considered an integral part of the procurement documents, and its provisions shall prevail over the provisions set out in previous procurement documents. In the event that the information provided in the procurement notice does not correspond to the information provided in other procurement documents, the information provided in the procurement notice shall be considered correct.

8.7. AB KVJUD does not intend to hold meetings with suppliers regarding clarifications of procurement documents.

8.8. In the event that the published information is revised or significant changes have been made to the procurement documents, AB KVJUD shall revise the procurement notice accordingly and, if necessary, extend the deadline for submission of bids to a reasonable period during which suppliers could take the revisions into account when preparing their bids. If the procurement executive clarifies (clarifies) the conditions and cannot provide the explanations (clarifications) of the conditions in such a way that all candidates receive them no later than 4 calendar days before the end of the deadline for submission of offers, it shall postpone the deadline for submission of offers for a period during which suppliers, when preparing their tenders, could take these explanations (clarifications) into account. The extension of the deadline for submission of offers shall be notified by clarifying the announcement. Notifications of the postponement of the deadline for submission of offers shall also be published in the CPP IS and sent to all suppliers who have joined the procurement.

IX. PROCEDURES OF OPENING THE ENVELOPES CONTAINING PROPOSALS AND FAMILIARIZING WITH THE PROPOSALS RECEIVED VIA CPP IS MEASURES

9.1. The initial introduction to the suppliers' proposals submitted through CPP IS measures (hereinafter called Electronic Envelope Opening Procedure) will be performed electronically, at the address: AB KVJUD, 24 - 1 J. Janonio Str., Klaipėda. The start of the Procurement Commission's meeting, wherein the Electronic Envelope Opening Procedure will be had, **21 st of April 2026, 09:30 AM**. All of the electronic envelopes containing proposals and received until the end of their submission period will be opened.

9.2. The suppliers shall not participate in the initial introduction to the suppliers' proposals submitted through CPP IS measures procedure and meetings of the Commission, wherein the examination of proposals, assessment and comparison procedures are had. AB KVJUD shall not submit to suppliers information about other suppliers, who submitted the proposals, and proposed prices until the proposals will be assessed and their queue determined. Observers shall not participate in the meetings of the Commission.

9.3. If the price indicated in the proposal and expressed in digits does not conform to the price expressed in words, the correct price shall be deemed the price expressed in words.

9.4. The price of the proposal shall be deemed only such price, which the supplier indicated in the tender proposal (Annex 1).

X. INSPECTION OF THE ESPD, ASSESSMENT OF PROPOSALS, SUBMISSION OF DOCUMENTS IN ACCORDANCE TO ESPD AND DETERMINATION OF QUEUE

10.1. AB KVJUD Commission shall first of all examine the ESPD and then the suppliers proposals.

10.1.1. ESPD examination:

10.1.1.1. checks whether the submitted ESPD complies with the requirements of the procurement documents. If the supplier has submitted an inaccurate or incorrectly completed ESPD (for example, without noting that it is using an economic entity whose capabilities it relies on, etc.), AB KVJUD may, without violating the principles of equality and transparency, ask the supplier to clarify and/or supplement and/or explain the ESPD within a reasonable time limit set by it.

10.1.1.2. At any stage of the procurement procedures, AB KVJUD shall have the right to request any supplier to submit documents substantiating part or all of the requirements, if this is necessary in order to ensure the proper performance of the procurement procedure.

10.1.1.3. If the supplier together with the ESPD submits documents proving the conformity to the requirements, at this stage of procedure AB KVJUD shall not examine them.

10.1.1.4. If the supplier has not submitted the ESPD (or has submitted only one entity's ESPD, for example, group of suppliers submitted only one partner's ESPD), AB KVJUD will address the supplier and request to submit this document within a reasonable period, during which the supplier would be able to fill-out the ESPD.

10.1.1.5. If the supplier has indicated in the ESPD that they do not conform to the requirement (for example, does not conform to the qualification requirements or there exists grounds for removal, when the supplier has not indicated that they apply remedial measures), AB KVJUD will inform such supplier about the rejection of their proposal and will not examine their proposal further.

10.1.1.6. After assessing the information submitted in the ESPD, AB KVJUD will inform each supplier about their ESPD examination results and will indicate the reasons for the decision.

10.1.1.7. Information shall be submitted to each supplier separately within 3 workdays from the day of adopting the decision regarding the examined ESPD and not from the end of the proposals submission period.

10.1.2. The proposals of suppliers, whose ESPD affirm the conformity to the requirements raised, shall be examined in accordance to the below-mentioned procedure:

10.1.2.1. examines whether the applications comply with the requirements set out in the procurement documents;

10.1.2.2. It shall be examined whether the supplier's proposal conforms to the requirements indicated in the technical task of the procurement condition, if need be, the supplier shall be requested to submit explanations. **The proposals shall be explained by following the rules determined by the Public Procurement Office (Annex 6).**

10.1.2.3. It shall be examined whether the price of the proposal does not exceed the procurement funds determined by the AB KVJUD before the start of the procurement procedure. If the price indicated in the most economically beneficial proposal exceeds the procurement funds determined prior to the start of the procurement procedure and the procurement fund sums are not indicated in the procurement documents, other proposals in the queue shall not be deemed winners;

10.1.2.4. It shall be examined whether unusually low price was not proposed and whether the supplier, at the request of the Procurement Commission, submitted a proper written proof of the validity of the price. AB KVJUD will demand that the participant would substantiate the price or expenditure of goods, services, works or their constituent parts indicated in the proposal, if they would appear unusually low. The price of goods, services or works indicated in the proposal in all instances must be deemed unusually low, if they are 30 or more percent lower than the arithmetical average of prices or expenditure of prices proposed by all other suppliers, whose proposals were not rejected for other reasons and whose proposed price does not exceed the procurement funds determined and recorded in the documents being prepared by AB KVJUD prior to the start of the procurement procedure.

10.1.2.5. If the prices in the proposals are indicated in foreign currency, they will be recalculated to euros in accordance to the indicative ratio of euro and foreign currencies published by the European Central Bank and in those cases when it does not publish such ratio, in accordance to the indicative ratio of euro and foreign currencies determined and published by the Bank of Lithuania on the last day of proposals submission period.

10.1.2.6. AB KVJUD may not evaluate the entire supplier's offer if, after checking part of it, it determines that the offer, in accordance with the requirements of the Law on Public Procurement in the Utility Sector, must be rejected. In applying this provision, the offer may not be rejected on the grounds that the price indicated therein exceeds the funds allocated for the purchase, if the most economically advantageous offer is selected based on the cost or price or cost-quality ratio and AB KVJUD has not indicated the amount of funds allocated for the purchase in the procurement documents, except in cases where all received offers are rejected.

10.1.2.7. AB KVJUD selects the most economically advantageous offer based on the price-quality ratio. The prices indicated in the offers will be evaluated in EUR excluding VAT.

10.1.3. After the tender evaluation procedure, the tenders are ranked in descending order of economic efficiency (the most economically advantageous tender is considered to be the one with the highest price-quality ratio). In cases where only one supplier submits a tender or only one supplier remains after evaluating the tenders, the tender ranking is not established. In cases where the economic efficiency of the tenders of several suppliers is the same, when the tender ranking is established, the supplier whose tender was submitted the earliest is entered first in this ranking.

10.1.4. After drawing up a list of proposals, AB KVJUD requests only from the supplier whose offer is the most economically advantageous to submit the documents specified in clauses 3.2, 3.6 and 3.11 (if requested) of the procurement conditions within a reasonable time limit, and will also request the supplier and joint venture partner (if the bid is submitted on the basis of joint venture), the economic entity whose capacities are relied on, and the subsupplier, subcontractor, grantor (if it is intended to be used) to complete and sign the questionnaire(s) of the joint venture partners of the Klaipėda State Seaport Authority Joint Stock Company and verify whether there are any grounds for exclusion specified in clause 3.2 of the procurement conditions (if requested), whether the potential winner meets the qualification requirements specified in clause 3.6 of the procurement conditions, and whether the potential winner meets the mandatory requirements specified in clause 3.11 of the procurement documents (if requested) and, if applicable, the required quality management system and/or environmental management system standards. In cases where the economic efficiency of several suppliers' offers is equal, the supplier whose offer was submitted earliest shall be requested to submit the documents specified in clauses 3.2, 3.6 and 3.11 (if requested) of the procurement conditions, as well as the questionnaire(s) of the activity partners of the Joint Stock Company Klaipėda State Seaport Authority completed and signed by the supplier and the joint venture partner (if the offer is submitted on the basis of a joint venture), the economic entity on whose capacities it relies, and the subsupplier, subcontractor, grantor (if it is intended to be used). **Documents submitted in accordance with the requirements of paragraph 3.2 of the procurement documents "3.2. Grounds for the exclusion of suppliers" must be issued no earlier than specified in the requirements of paragraph 3.2 (if requested). Documents submitted in accordance with the requirements of paragraph 3.6 of the procurement documents "Qualification requirements" must contain information relevant to the date of submission of the offer (documents confirming the qualification requirements may be issued after the opening of the envelopes, but the data specified in them must be submitted for the period before the end of the deadline for submission of offers, if such documents indicate their validity date).**

In the event that the potential winner fails to submit the required documents by the deadline set by AB KVJUD via CPP IS correspondence or the documents submitted by him do not prove compliance with the requirements, AB KVJUD rejects the offer of this supplier and requests another supplier to submit the relevant documents, who may be recognized as the winner and will continue the procurement procedures after evaluating his documents.

10.1.5. If the supplier has submitted inaccurate, incomplete or false documents or data on compliance with the requirements of the procurement documents or these documents or data are missing, AB KVJUD may, without violating the principles of equality and transparency, request the supplier to clarify and/or supplement and/or explain these documents or data within a reasonable time limit set by it. The data and/or documents may be clarified, explained or supplemented in accordance with the rules established by the Public Procurement Officee (Annex 6).

10.1.6. AB KVJUD makes a decision on the compliance of the supplier, whose offer may be recognized as the winner according to the evaluation results, with the requirements set out in the procurement documents.

10.1.7. If the supplier whose bid may be recognized as the winner has met the requirements set by the contracting entity, the qualifications of other suppliers are not checked.

10.1.8. The contracting entity shall first evaluate the tenders submitted by the participants, and before determining the winning tender, AB KVJUD shall require the supplier who

submitted the most economically advantageous tender to submit relevant documents confirming the absence of grounds for exclusion specified in the procurement conditions, proving compliance with the qualification requirements set out in the procurement conditions and, if applicable, confirming its compliance with the quality management system and/or environmental management system standards, except in cases where they have been requested and assessed in previous stages of the procurement procedure and this information is still relevant, as well as except in cases where these documents are not required under the procurement conditions. AB KVJUD shall also assess whether the tender of the supplier who submitted the most economically advantageous tender should not have been rejected for other reasons. The verification of the participant shall be carried out impartially and transparently, and the procurement contract shall be concluded only with the supplier who meets the established requirements.

XI. EVALUATION OF THE MOST ECONOMICALLY ADVANTAGEOUS OFFER ON THE BASIS OF THE PRICE-QUALITY RATIO CRITERIA

11.1. AB KVJUD will evaluate the proposals based on the price-quality ratio. The proposals are evaluated based on the following criteria:

Sq. No.	Evaluation criteria	Comparative weight in the assessment of economic viability
1.	Price, EUR excluding VAT (A)	X = 80
2.	The second criterion is additional work experience of the IT architect (B) Suppliers must indicate in their offer the additional work experience of the proposed IT architect in months (in whole numbers) (B).	Y=15
3.	The third criterion is the work experience of the dangerous goods expert (C) Suppliers must indicate in their offer the work experience of the proposed dangerous goods expert in months (in whole numbers) (C).	Z=5

Comparative weights of the evaluation criteria and their parameters:

- 1) price A – 80 (X);
- 2) additional IT architect work experience B – 15 (Y);
- 3) dangerous goods expert work experience C – 5 (Z)

The economic benefit (N) of the proposal is calculated by adding the supplier's bid price (C) with the scores of the additional IT architect's work experience (B) and the dangerous goods expert's work experience:

$$N = A + B + C$$

The bid price (A) scores are calculated by multiplying the ratio of the lowest bid price (Amin) to the evaluated bid price (An) by the price weighting (X):

$$A = (A_{min}) \div (A_n) \cdot X$$

Additional IT architect work experience (B) is calculated as follows:

Additional IT architect work experience (B)	<i>Description of additional IT architect work experience</i>
15 points	<p>The proposed IT architect has not less than 6 months of work experience in a project that implemented and tested an eFTI Gate connection (or equivalent prototype of a national authority access point), including machine-to-machine (M2M) data exchange with eFTI platforms, AS4/eDelivery message-based communication, access to eFTI shipment datasets via an authenticated authority interface.</p> <p>The work experience of the proposed specialist will have to be provided in the proposal form (Annex 1 to the procurement documents) by filling in the table provided and entering the values (in months, in whole numbers).</p> <p>The supplier together with the proposal must submit a certificate approved by the company manager, a project description of the IT architect's participation in projects, indicating completed or ongoing contracts (contract date, customer, object). When calculating the total work experience in the specified area, the duration of projects being carried out simultaneously is not added up. <u>A digital copy of the document is provided*.</u></p> <p>Notes:</p> <p>1) If the supplier does not indicate additional IT architect work experience (in months, in whole numbers) in the proposal form, then such a proposal will not be rejected, but such a proposal will be awarded 0 points (B = 0 points).</p> <p>2) If the supplier indicates additional IT architect work experience up to 6 (months, in whole numbers) in the proposal form, then such a proposal will not be rejected, but such a proposal will be awarded 0 points (B = 0 points).</p> <p>3) Additional points are no longer awarded for additional IT architect work experience exceeding 6 months.</p> <p>4) Documents proving work experience must be submitted with the proposal.</p> <p>5) If the supplier indicates additional IT architect work experience (in months, whole numbers) in the proposal form, but does not submit documents proving work experience with the proposal, such a proposal will not be rejected, but 0 points will be awarded to such a proposal (B = 0 points).</p> <p>6) The proposed specialist will also have to meet the requirements specified in paragraph 3.6.4.</p>

The work experience (C) of a dangerous goods expert is calculated as follows:

Work experience as a dangerous goods expert (C)	<i>Description of work experience of a dangerous goods expert</i>
5 points	<p>The dangerous goods expert shall have at least 12 months of work experience in the field of handling and/or control of dangerous goods.</p> <p>The work experience of the proposed specialist will have to be provided in the proposal form (Annex 1 to the procurement documents) by filling</p>

	<p>in the table provided and entering the values (in months, in whole numbers).</p> <p>The supplier together with proposal must submit a curriculum vitae (CV) of the proposed specialist together with the offer, which must include information about the required work experience of at least 12 months in the field of dangerous goods handling requirements and/or control (names of services performed, customers, start and end of services performed). When calculating the total work experience in the specified field, the duration of projects carried out simultaneously is not added up.</p> <p><u>A digital copy of the document shall be provided*.</u></p> <p>Notes:</p> <p>1) If the supplier does not indicate the work experience of a dangerous goods expert (in months, in whole numbers) in the proposal form, then such a proposal will not be rejected, but such a proposal will be awarded 0 points (C = 0 points).</p> <p>2) If the supplier indicates the work experience of a dangerous goods expert up to 12 (months, in whole numbers) in the proposal form, then such a proposal will not be rejected, but such a proposal will be awarded 0 points (C = 0 points).</p> <p>3) Additional points are no longer awarded for additional work experience of a dangerous goods expert exceeding 12 months.</p> <p>4) Documents proving work experience must be submitted with the proposal.</p> <p>5) If the supplier indicates the work experience of a dangerous goods expert (in months, whole numbers) in the proposal form, but does not submit documents proving work experience with the proposal, such a proposal will not be rejected, but 0 points will be awarded to such a proposal (C = 0 points).</p> <p>6) The proposed specialist will also have to meet the requirements specified in paragraph 3.6.5.</p>
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NOTES:

1. When calculating the results, rounding is done mathematically and two decimal places are used.
2. The Supplier will have to maintain qualifications and experience that are no less than those specified in the qualification requirements of the procurement documents throughout the validity period of the Contract.
3. The Supplier will have to ensure that the values specified by the Supplier, for which the Supplier will receive economic efficiency points during the procurement, remain the same during the performance of the Contract (i.e., are no worse).
4. When providing information on the experience of the proposed specialists, the supplier must provide the entire work experience of the proposed specialists after assessing them. If, during the assessment, it is determined that the documents substantiating the experience of the specialists indicated by the supplier do not meet the requirements set for it, the supplier will not be allowed to change its offer by indicating another work experience of the proposed specialists that will meet such requirements.
5. In order to verify or verify the information provided, the contracting entity may, by separate request, request the submission of extracts from contracts of executed contracts and documents describing the project object (e.g., technical specifications, etc.).
6. A digital copy of the document shall be provided*.

XII. REASONS FOR REJECTING THE PROPOSALS

12.1. The Procurement Commission shall reject the proposal, if:

12.1.1. The supplier submitted the proposal or a part of it through measures other than CPP IS;

12.1.2. If the supplier did not submit the ESPD with the application and, upon request by AB KVJUD to submit the ESPD, did not submit it (or submitted the ESPD of only one entity, for example, a group of suppliers submitted the EBVPD of only one partner) and, at the request of AB KVJUD, did not submit the ESPD of other groups of suppliers, economic entities (on whose capacities it relies) within a reasonable time, or, at the request of AB KVJUD, did not submit a clarification and/or addition and/or explanation of the ESPD within a reasonable time;

12.1.3. If the supplier has indicated in the ESPD that they do not conform to the requirement (for example, does not conform to the qualification requirements or there exists grounds for removal, when the supplier has not indicated that they apply remedial measures);

12.1.4. The supplier who submitted the proposal must be removed from the procurement procedure, if they do not conform to the requirement of Point 3.2 of the procurement conditions or upon AB KVJUD request did not submit or did not correct the submitted imprecise or non-thorough data regarding the non-existence of the grounds for removal via CPP IS measures;

12.1.5. the supplier who submitted the offer does not meet the qualification requirements of paragraph 3.6 of the procurement conditions, and, if applicable, the quality management system and/or environmental management system standards, or at the request of AB KVJUD did not provide or did not clarify the inaccurate or incomplete data provided on compliance with the CPP IS system;

12.1.6. The proposal does not conform to the requirements indicated in the procurement documents;

12.1.7. The supplier within the period indicated by AB KVJUD does not correct the arithmetic errors and/or explain the proposal. In this case, their proposal shall be rejected as non-conforming to the requirements indicated in the procurement documents.

12.1.8. The price indicated in the submitted proposal is unusually low and the supplier, upon the request of AB KVJUD, does not submit valid proof substantiating the price;

12.1.9. The supplier has submitted false information about the conformity to the determined requirements, which AB KVJUD can prove through any legitimate measures;

12.1.10. if the supplier submits more than one offer. It is considered that the supplier submitted more than one offer if the same offer was submitted both in writing (in paper form, in envelopes) and using CVP IS tools. If the supplier, who submitted the offer independently or participating in the procurement on the basis of joint activities, is a subcontractor of another company that submitted an offer in the same procurement, and there is reasonable evidence that such behavior of economic entities is qualified as a prohibited agreement.

12.1.11. if it is determined that inaccurate, incomplete or false documents or data were submitted, or if they are missing, the supplier has not specified, supplemented or explained the information within the time limit set by AB KVJUD.

12.1.12. if an inspection will be carried out during the procurement in accordance with the procedure established by the Law on the Protection of Objects Important for Ensuring National Security and the supplier does not submit the documents necessary for such an inspection or the documents submitted do not comply with the interests of national security.

12.1.13. the supplier did not submit the supplier's declaration required by paragraph 3.11.1 of the procurement documents (Annex 2 of the procurement documents) with the offer, and upon request by AB KVJUD to submit the supplier's declaration (Annex 2 of the procurement documents), it did not submit it.

12.1.14. Upon request by AB KVJUD to submit the documents required for verification under Article 58 part 4¹ of the Law on Procurement in the Utility Sector (according to paragraph 3.11.1 of the procurement documents), it did not submit the documents required for verification under Article 58 part 4¹ of the Law on Procurement in the Utility Sector (if

requested), or the documents submitted (if requested) did not comply with Article 58 part 4¹ of the Law on Procurement in the Utility Sector.

12.1.15. the supplier did not submit the declaration of compliance with national security requirements required by paragraph 3.11.2 of the procurement documents with the offer (Annex 3 of the procurement documents), and upon request by AB KVJUD to submit a declaration of compliance with national security requirements (Annex 3 of the procurement documents), it did not submit it.

12.1.16. Upon request by AB KVJUD to submit the documents necessary for the verification of compliance with national security requirements (according to paragraph 3.11.2 of the procurement documents), it did not submit the documents necessary for the verification of compliance with national security requirements (if requested), or the documents submitted (if requested) did not comply with paragraph 3.11.2 of the procurement documents.

12.2. The Procurement Commission may reject the offer if the suppliers whose offers were not rejected for other reasons offered prices that were too high and unacceptable to AB KVJUD.

12.3. The supplier shall be informed in writing about the rejection of the offer and the reasons for such rejection via the CPP IS system.

12.4. AB KVJUD may decide not to conclude a procurement contract with the supplier who submitted the most economically advantageous offer if it turns out that the offer does not comply with the environmental protection, social and labour law obligations specified in Article 29, Part 2, Clause 2 of the Law on Procurement in the Utility Sector.

XIII. DETERMINATION OF THE WINNER AND INFORMING ABOUT THE PROCUREMENT PROCEDURE RESULTS

13.1. In accordance to the procedure determined by the Law on Public Utilities Procurement and these procurement documents, the proposal in the first place of the proposal queue (if more than one proposal was received) shall be deemed as the winner and a decision regarding the conclusion of the procurement contract adopted.

13.2. No later than within 3 (three) workdays AB KVJUD shall inform the procurement participants in writing about the adopted decision to determine the winning proposal, in respect of which the procurement contract will be concluded and submit:

13.2.1. The summary of respective information indicated in Point 13.3, which was not yet submitted during the procurement procedure;

13.2.2. The determined proposal queue (if Point 2.2 of the procurement documents indicates that the Object of Procurement is to be divided in to parts, then the proposal queue will be determined for each part of the Object of the Procurement);

13.2.3. The winning proposal (if Point 2.2 of the procurement documents indicates that the Object of Procurement is to be divided in to parts, then the winning proposal is determined for each part of the Object of Procurement);

13.2.4. The precise period of postponement (no sooner than after 5 working days from the day when AB KVJUD forwards the decision to conclude the procurement contract to all of the interested candidates and suppliers, save for cases when the only interested supplier is the supplier with whom the procurement contract is to be concluded) or indicate the reasons why the decision not to conclude the contract or re-start the procurement was adopted.

13.3. AB KVJUD having received the written request of the interested supplier no later than within 15 (fifteen) days from the day of its receipt shall thoroughly announce such information:

13.3.1. For the supplier, whose proposal was not rejected - the characteristics and relevant advantages of the winning proposal, due to which it was deemed as the best, as well as, the names of the supplier or contracting parties that submitted this proposal;

13.3.2. For the supplier, whose proposal was rejected - the reasons for rejecting the proposal, including, the cases indicated in Article 50 Parts 6-7 of the Law on Public Utilities Procurement, as well as, the cases, due to which the decision regarding inequality or decision that the Object of Procurement does not conform to the indicated description of results or functional requirements, was adopted.

13.4. In the cases indicated in Points 13.2-13.3 of this Chapter, the information shall not be submitted, if its disclosure contradicts the statutes of law regulating the protection of information and data or the interests of the society, infringes the commercial interests of a specific supplier or negatively impacts the competition of suppliers.

13.5. If AB KVJUD in the procurement documents will request to provide the examples of goods, AB KVJUD, having assessed ESPD and proposals, having determined the proposal queue and having adopted the decision regarding the winning proposal, until the conclusion of the procurement contract will allow all of the suppliers to familiarize with the submitted examples.

13.6. Only the members of the Commission, the observers participating in the meetings of the Commission and the experts invited by AB KVJUD or its authorized subject, the representatives of Public Procurement Office, the manager of AB KVJUD, the persons authorized by the manager, other persons and institutions having such a right in accordance to the laws of the Republic of Lithuania regulating their activity, as well as, public legal entities authorized to administrate the financial aid of the European Union or separate countries in accordance to the resolution of the Government of the Republic of Lithuania may familiarize with the entire information associated with procurements. Other persons may familiarize only with that information associated with procurements, which this Law allows to disclose.

13.7. If the winning supplier refuses to conclude the contract or does not submit the document securing the performance of the contract indicated in the procurement conditions until the period indicated by AB KVJUD, or does not perform other contractual conditions in regards to the coming in to force of the procurement contract, the supplier, whose proposal in accordance to the determined proposal queue is the first after the supplier's, who refused to conclude the contract, did not submit the contract performance security or did not perform the conditions of coming in to force of the contract, shall be offered to conclude the procurement contract. Prior to offering to conclude the procurement contract, AB KVJUD shall request the supplier to submit relevant data affirming the information indicated in ESPD, if such data was not requested and assessed during previous stages of the procurement procedure and/or was not demanded in accordance to these procurement documents, and shall assess whether the proposal of such supplier should not be rejected for other reasons.

13.8. AB KVJUD shall have an obligation to familiarize only the interested suppliers with the proposal or application of the winning supplier.

XIV. SUBMISSION AND REVIEW OF CLAIMS AND APPEALS

14.1. The supplier believing that AB KVJUD did not adhere to the requirements of the Law on Public Utilities Procurement or unsubstantiated terminated the procurement contract regarding the essential breach of it and in this way infringed or will infringe their lawful interests, in accordance to the procedure indicated in this Chapter may address the regional court as the court of first instance in regards to:

14.1.1. The termination or amendment of AB KVJUD decisions, which do not conform to the requirements of the Law on Public Utilities Procurement;

14.1.2. The reimbursement of damages;

14.1.3. Acknowledging the procurement contract or preliminary contract as invalid;

14.1.4. The imposition of alternative sanctions in accordance to Article 112 Part 1 of the Law on Public Utilities Procurement;

14.1.5. Acknowledging the termination of the procurement contract due to the essential breach of the contract as unsubstantiated.

14.2. In accordance to the procedure determined by the Civil Procedure Code of the Republic of Lithuania, the supplier may petition the court regarding the imposition of provisional measures.

14.3. The supplier wanting to contest the decisions or actions of AB KVJUD must until the conclusion of the procurement contract or preliminary contract via electronic measures submit a claim against AB KVJUD.

14.4. The supplier shall have the right to submit a claim against AB KVJUD, submit a request or a petition to the court (save for cases indicated in Points 13.6-13.7 herein):

14.4.1. Within 10 days (in the case of simplified procurement procedure - within 5 workdays) from the day when AB KVJUD forwards the written announcement to the suppliers regarding the adopted decision. If this announcement was not forwarded via electronic measures - within 15 days;

14.4.2. Within 10 days (in the case of simplified procurement procedure - within 5 workdays) from the day when AB KVJUD makes an announcement regarding the adopted decision, if the Law on Public Utilities Procurement does not require to inform the suppliers in writing about the decisions adopted by AB KVJUD.

14.5. If within the determined period AB KVJUD does not examine the submitted claim, the supplier shall have the right to submit a request or petition the court within 15 days from the day when AB KVJUD should have informed the supplier, who submitted the complaint, interested candidates and interested suppliers in writing about the adopted decision.

14.6. The supplier shall have the right to lodge a lawsuit regarding the acknowledgment of the procurement contract or preliminary contract invalid within 6 months from the day of concluding the procurement contract.

14.7. Believing that the contracting entity unsubstantiated terminated the procurement contract due to essential breach of it, or unsubstantiated adopted the decision that the supplier performed the essential condition of the procurement contract with large or continuous shortfalls, and because of this the contracting entity applied the contractual sanction, the supplier shall have the right to lodge a lawsuit to the court within 30 days from the day of terminating the procurement contract or when the contracting entity forwards the decision to the supplier.

14.8. When the damage done to the supplier originates from unlawful actions or decisions of AB KVJUD, however, the Law on Public Utilities Procurement does not obligate the contracting entity to inform the suppliers in writing or announce the actions or decisions of the contracting entity, the statutes of limitations for lodging the lawsuit indicated in the Civil Code shall apply. This Point shall not apply in the case determined in Point 13.7 herein.

14.9. AB KVJUD must examine only those claims of the suppliers, which were received prior to the day of concluding the procurement contract or preliminary contract and submitted by adhering to the terms envisaged in Article 108 Part 1 of the Law on Public Utilities Procurement. Repeated claims being submitted in regards to the same decision or action of AB KVJUD shall not be examined.

14.10. Having received the claim, AB KVJUD shall conclude the procurement contract or preliminary contract no sooner than 10 days (in the event of simplified procurement procedure - no sooner than after 5 workdays) from the day of forwarding the written announcement about the adopted decision to the supplier, interested candidates and interested participants who submitted the claim. If this announcement was not forwarded via electronic measures - no sooner than after 15 days.

14.11. AB KVJUD must examine the claim, adopt a motivated decision and submit a written announcement regarding it and change of terms of the procurement procedure, which were announced previously, to the supplier, who submitted the claim, interested candidates and interested participants no later than within 6 workdays from the day of the receipt of the complaint.

XV. CONDITIONS OF THE PROCUREMENT CONTRACT

15.1. The purchase contract may not be concluded before the deadlines for submitting claims and filing a lawsuit by suppliers established in the Law on Public Procurement have expired.

15.2. The terms of the purchase contract are specified in the submitted draft contract (Annex 9).

15.3. The contract will be signed with the supplier who will submit the most economically advantageous offer and will not have the grounds for exclusion set out in clause 3.2 of the procurement conditions (if requested), will meet the qualification requirements specified in clause 3.6 of the procurement conditions and will satisfy the requirements specified in clause 3.11.

15.4. The purchase contract will be concluded for the price offered by the winning supplier.

XVI. PRICE FORMATION, PRICE RECALCULATION AND PAYMENT FOR THE PROVIDED SERVICES/PERFORMED WORKS/SOLD GOODS

- 16.1. The contract is subject to a fixed price calculation method.
- 16.2. The price calculation and payment for the services provided are specified in the submitted draft contract (Annex 9).
- 16.3. AB KVJUD provides for direct settlement with economic entities whose capacities are relied upon, as well as subcontractors/subsuppliers.
- 16.4. The procurement is carried out within the framework of the EU-partly funded project eFTI4EU. During this procurement, the Competent Authorities Access Point software will be developed and other technical components of the eFTI ecosystem will be installed, necessary for the comprehensive testing of the developed software (eFTI gateway, eFTI platform). The purchase is partly financed by the project "Electronic Freight Transport Information for Europe" No. 101122891, financed by the Connecting Europe Facility (hereinafter referred to as CEF) in the transport sector.

XVII. ENCODING OF PROPOSALS

- 17.1 The offer submitted by the supplier may be encrypted. The supplier, having decided to submit an encrypted offer, must:
- 17.1.1 submit an encrypted offer using the CPP IS system before the deadline for submission of offers (the entire offer or the offer document containing the offer price is encrypted). Instructions on how the supplier can encrypt the offer can be found on the website of the Public Procurement Office https://vpt.lrv.lt/uploads/vpt/documents/files/LT_versija/CVP_IS/Mokymu_medziaga/Tiekejams/Uzsifravimo_instrukcija.pdf
- 17.1.2 **before the start of the envelope opening procedure (meeting), provide a password via the CPP IS system**, with which AB KVJUD will be able to decrypt the submitted proposal. In the event of technical problems with the CPP IS, when the supplier is unable to provide a password via the CPP IS system, the supplier has the right to provide the password by other means at its discretion: by official e-mail of AB KVJUD or in writing. In such a case, the supplier should be active and make sure that the provided password has reached the addressee in time (for example, by contacting AB KVJUD by its official phone number and/or in other ways).
- 17.2 If the supplier encrypts the entire offer and does not provide a password (due to his own fault) before the start of the envelope opening procedure (meeting) or provides an incorrect password, using which AB KVJUD could not decrypt the offer, the offer is considered not submitted and is not evaluated. If in the specified case the supplier encrypted only the offer document, which indicates the offer price, and submitted other offer documents unencrypted - AB KVJUD rejects the supplier's offer as not meeting the requirements set out in the procurement documents (the supplier did not provide the offer price).

PASIŪLYMO FORMA / PROPOSAL FORM

DĒL ATVIRO (SUPAPRASTINTO) KONKURSO
 „ELEKTRONINĖS KROVINIŲ VEŽIMO INFORMACIJOS APSIKEITIMO APLINKOS
 KOMPETETINGOS INSTITUCIJOS PRIEIGOS TAŠKO PROGRAMINĖS ĮRANGOS
 SUKŪRIMO PASLAUGŲ PIRKIMAS“

/
 THE (SIMPLIFIED) OPEN TENDER „THE PURCHASE OF SERVICES FOR
 DEVELOPEMENT OF SOFTWARE FOR THE ACCESS POINT OF THE COMPETENT
 AUTHORITY WITHIN THE ELECTRONIC FREIGHT TRANSPORT INFORMATION
 EXCHANGE ENVIRONMENT“

2026-__-__

Tiekėjo pavadinimas ir kodas (jei pirminį pasiūlymą pateikia tiekėjų grupė, nurodomi visų partnerių pavadinimai ir kodai) / Supplier name and code (if the initial proposal is submitted by a group of suppliers, the names and codes of all partners must be indicated)	
Tiekėjo adresas (jei pirminį pasiūlymą pateikia tiekėjų grupė, nurodomi visų partnerių adresai) / Supplier Address (if the initial proposal is submitted by a group of suppliers, the addresses of all partners must be provided)	
Tiekėjo įgaliotas asmuo pasirašyti pirminį pasiūlymą / Supplier's authorized person to sign the initial proposal	
Tiekėjo įgaliotas asmuo bendrauti pateikto pirminio pasiūlymo klausimais / The supplier's authorized person to communicate on the submitted initial proposal	
Telefono Nr. / Phone No.	
Tiekėjo el. pašto adresas / Supplier's email address	

Pažymime, kad sutinkame su visomis pirkimo dokumentų sąlygomis. / We hereby
 acknowledge that we agree to all terms and conditions of the purchase documents.

Siūlome šias paslaugas: / We offer the following services:

Eil. Nr. / Sq. Nr.	Paslaugos / Services	Kaina, EUR be PVM / Price, EUR excluding VAT
1.	Elektroninės krovinių vežimo informacijos apsikeitimo aplinkos kompetetingos institucijos prieigos taško programinės įrangos sukūrimo paslaugos. / Services for the development of	

	software for the access point of the competent authority within the electronic freight transport information exchange environment.	
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(Bendra pasiūlymo suma žodžiais **Eur be PVM** ir visos išlaidos ir mokesčiai / Total amount of the proposal in words in **Euros excluding VAT** and all costs and fees)

Pasirašant sutartį bus taikomas šis PVM tarifas _____ (procentais). / Upon signing the contract, the following VAT rate will be applied: _____ (in percent).

Į pasiūlymo kainą įskaityti visi tiekėjo mokami mokesčiai ir visos tiekėjo patiriamos su pirkimo sutarties vykdymu susijusios išlaidos. // The proposal price includes all taxes paid by the supplier and all costs incurred by the supplier in connection with the execution of the purchase contract.

The offered services fully comply with the requirements and characteristics specified in the procurement documents (we provide the following data):

Sq. No.	Kriterijus / Criteria	Nurodyti reikšmę (mėnesiais, sveikais skaičiais) / Specify value (months, whole numbers)
1	2	3
1.	Papildoma IT architekto darbo patirtis (B) Tiekėjai savo pasiūlyme turi nurodyti papildomą siūlomo IT architekto darbo patirtį (B). / Additional IT Architect Work Experience (B) Suppliers must indicate in their offer the additional work experience (B) of the proposed IT Architect.	
2.	Pavojingų krovinių eksperto darbo patirtis (C) Tiekėjai savo pasiūlyme turi nurodyti siūlomo pavojingų krovinių eksperto darbo patirtį (B). / Work experience of the dangerous goods expert (C) Suppliers must indicate in their offer the work experience of the proposed dangerous goods expert (B).	

Pastabos:

1) Jei tiekėjas pasiūlymo formoje nenurodys papildomos IT architekto darbo ir/ar pavojingų krovinių eksperto patirties (mėnesiais, sveikaisiais skaičiais), tai toks pasiūlymas nebus atmetamas, tačiau tokiam pasiūlymui bus skiriama 0 balų (B = 0 balų ir/ar C = 0).

2) Jei tiekėjas pasiūlymo formoje nurodys papildomą IT architekto darbo patirtį iki 6 (mėnesių, sveikaisiais skaičiais) ir/ar pavojingų krovinių eksperto darbo patirtį iki 12 (mėnesių, sveikaisiais skaičiais), tai toks pasiūlymas nebus atmetamas, tačiau tokiam pasiūlymui bus skiriama 0 balų (B = 0 balų ir/ar C = 0).

3) Už papildomą IT architekto darbo patirtį, didesnę kaip 6 mėnesiai, ir/ar pavojingų krovinių eksperto darbo patirtį, didesnę kaip 12 mėnesių, papildomi balai nebesuteikiami.

4) Darbo patirtį įrodantys dokumentai turi būti pateikiami kartu su pasiūlymu.

5) Jei tiekėjas pasiūlymo formoje nurodys papildomą IT architekto darbo patirtį (mėnesiais, sveikaisiais skaičiais) ir/ar pavojingų krovinių eksperto darbo patirtį (mėnesiais, sveikaisiais

skaičiais), tačiau kartu su pasiūlymu nepateiks darbo patirtį įrodančių dokumentų, tai toks pasiūlymas nebus atmetamas, tačiau tokiam pasiūlymui bus skiriama 0 balų (B = 0 balų ir/ar C = 0).

6) The proposed specialists will also have to meet the requirements specified in 3.6.4 and 3.6.5.

Notes:

1) If the supplier does not indicate additional IT architect work experience and/or dangerous goods expert experience (in months, whole numbers) in the proposal form, then such a proposal will not be rejected, but such a proposal will be awarded 0 points (B = 0 points and/or C = 0).

2) If in the proposal form indicates IT architect work experience up to 6 (months, whole numbers) and/or dangerous goods expert work experience up to 12 (months, whole numbers), then such a proposal will not be rejected, but such a proposal will be awarded 0 points (B = 0 points and/or C = 0).

3) Additional points are no longer awarded for more IT architect work experience, more than 6 months, and/or dangerous goods expert work experience, more than 12.

4) Documents proving work experience must be submitted together with the proposal.

5) If the proposal form indicates work experience of IT architect (in months, whole numbers) and/or work experience of dangerous goods expert (in months, whole numbers), but the supplier do not submit documents proving work experience together with proposal, then such a proposal will not be rejected, but such a proposal will be awarded 0 points (B = 0 points and/or C = 0).

Tiekėjas / teikėjas / rangovas užtikrina, kad pirkimo laimėjimo ir sutarties pasirašymo su tiekėju / teikėju / rangovu atveju visą pirkimo sutarties galiojimo laikotarpį, nepriklausomai nuo to, ar tiekėjo / teikėjo / rangovo kvalifikacija dėl teisės verstis atitinkama veikla pirkimo vykdymo metu nebuvo tikrinama arba tikrinama ne visa apimtimi, tiekėjas / teikėjas / rangovas, jo darbuotojai ir (ar) jo pasamdyti ūkio subjektai, kurių pajėgumu remiasi, subtiekiėjai, kuriuos planuoja pasitelkti sutarčiai vykdyti, jų darbuotojai atitiktų galiojančiuose Lietuvos Respublikos teisės aktuose nustatytus kvalifikacinius reikalavimus ir turėtų teisę tiekti prekes, teikti paslaugas ar atlikti darbus, ir tai vykdytų kvalifikuoti, turintys reikiamus galiojančius kvalifikaciją ir (ar) teisę tiekti prekes, teikti paslaugas ar atlikti darbus patvirtinančius dokumentus, specialistai ir kiti asmenys. / The supplier/provider/contractor ensures that in the event of winning the procurement and signing the contract with the supplier/provider/contractor, for the entire period of validity of the procurement contract, regardless of whether the supplier/provider/contractor's qualification for the right to engage in the relevant activity was not verified or was not verified to the full extent during the procurement, the supplier/provider/contractor, its employees and/or the economic entities hired by it, on whose capacity it relies, the subcontractors it plans to use to perform the contract, their employees meet the qualification requirements set out in the valid legal acts of the Republic of Lithuania and have the right to supply goods, provide services or perform work, and this would be performed by qualified specialists and other persons who have the necessary valid documents confirming their qualification and/or the right to supply goods, provide services or perform work.

Pastaba. Tiekėjo, tiekėjų grupės partnerių, ūkio subjektų, kurių pajėgumais remiasi, ir subtiekiėjų, kurių pajėgumais nesiremia, bendra numatomų teikti darbų/paslaugų/prekių vertė turi atitikti bendrą pasiūlymo sumą Eur be PVM. / **Note:** The total value of the works/services/goods to be provided by the supplier, partners of the supplier group, economic entities whose capacities are relied upon, and subcontractors whose capacities are not relied upon must correspond to the total amount of the initial offer in EUR excluding VAT.

Siūlomos paslaugos visiškai atitinka pirkimo dokumentuose nurodytus reikalavimus. / The offered services fully comply with the requirements specified in the procurement documents.

Jeigu pasiūlymą pateikia Tiekėjų grupė pagal jungtinės veiklos sutartį: sutinkame, kad pasirašant sutartį, papildomai į ją bus įrašytos šio pirkimo dokumentų 4.3 p. nurodytos nuostatos. / If the proposal is submitted by a group of Suppliers under a joint activity agreement: we agree that upon signing the agreement, the provisions specified in clause 4.3 of these procurement documents will be additionally included in it.

Dalyvis pasiūlyme privalo išviešinti ūkio subjektus, kurių pajėgumais remiasi bei nurodyti, kokiai sutarties daliai ir kokius subrangovus/subtiekėjus/subteikėjus, kurių pajėgumais nesiremia, ketina pasitelkti sutarties vykdymui. / In the proposal, the participant must disclose the economic entities on whose capacities it relies and indicate for which part of the contract and which subcontractors/subsuppliers/sub-providers, whose capacities it does not rely, it intends to use for the performance of the contract.

Informacija apie ūkio subjektus, kurių pajėgumais remiamasi siekiant atitikti kvalifikacijos reikalavimus ir vykdant pirkimo sutartį: / Information about economic operators whose capacities are relied upon to meet the qualification requirements and perform the procurement contract:

Eil. Nr. / Sq. No.	Ūkio subjekto, pavadinimas, kodas ir adresas / Name, code and address of the economic entity	Kvalifikacijos reikalavimas, kuriam atitikti bus pasitelkiami kito ūkio subjekto pajėgumai / Qualification requirement for which the capacities of another economic entity will be used	Ūkio subjektui vykdyti perduodama sutarties dalis (konkretūs darbai, paslaugos) (jei perduodama) / Part of the contract (specific works, services) transferred to the economic entity for execution (if transferred)
1.			
2.			

Informacija apie specialistus ir ekspertus (kvazisubtiekėjus), kuriais bus remiamasi įrodinėjant tiekėjo kvalifikaciją ir vykdant pirkimo sutartį: / Information about specialists and experts (quasi-subcontractors) that will be relied upon to prove the supplier's qualifications and perform the procurement contract:

Eil. Nr. / Sq. No.	Vardas ir pavardė / Name and surname	Kvalifikacijos reikalavimas, kurį atitinka siūlomas specialistas. / Qualification requirement that the proposed specialist meets.	Specialistas paraiškos teikimo momentu yra/nėra Tiekėjo personalo dalimi („YRA“/“NĖRA“) / The specialist is/is not part of the Supplier's staff at the time of application ("IS"/"IS NOT")
1.			
2.			
3.			

Informacija apie sutarties vykdymui ketinamus pasitelkti subrangovus/subtiekėjus/subteikėjus, kurių pajėgumais nesiremia: / Information about subcontractors/subsuppliers/subsuppliers intended to be used for the performance of the contract, whose capacities are not relied on:

Eil. Nr. / Sq. No.	Subrangovo / subtiekėjo / subteikėjo pavadinimas, kodas ir adresas / Name, code and address of the subcontractor/subsupplier/sub- provider	Subrangovui / subtiekėjui / subteikėjui vykdyti perduodama sutarties dalis (konkretūs darbai, paslaugos) / Part of the contract (specific works, services) transferred to a subcontractor/subsupplier/subsupplier for execution
1.		
2.		

Mūsų pasiūlyme konfidencialią informaciją sudaro: / In our proposal, confidential information includes:

Eil. Nr. / Sq. No.	Dokumentų (ar jų dalių) pavadinimai / Titles of documents (or parts thereof)
1.	
2.	

Pastaba. Jei dalyvis šios lentelės neužpildo ir (ar) failo (bylos) pavadinime nenurodo „konfidencialu“, AB KVJUD laiko, kad jo pateiktame pasiūlyme nėra konfidencialios informacijos. / Note: If the participant does not fill in this table and (or) does not indicate "confidential" in the file name, AB KVJUD considers that the application submitted by him does not contain confidential information.

Kartu su pasiūlymu pateikiami šie dokumentai: / The following documents are submitted with the proposal:

Eil. Nr. / Sq. No.	Dokumentų pavadinimai / Document names
1.	
2.	

Pasiūlymas galioja 90 dienų po pasiūlymų pateikimo galutinės datos. / The proposal is valid for 90 days after the proposal deadline.

Dalyvio arba jo įgalioto asmens
surname

pareigų pavadinimas

Signature of the participant

or his authorized representative

parašas / signature

vardas ir pavardė / name and

Pastaba. Šis dokumentas teikiamas pasirašytas įmonės vadovo ar jo įgalioto asmens. / Note: This document must be signed by the company manager or his authorized representative.

TIEKĖJO DEKLARACIJA APIE TIEKĖJĄ, JO SUBTIEKĖJUS, ŪKIO SUBJEKTUS, KURIŲ PAJĖGUMAIS REMIAMASI / SUPPLIER'S DECLARATION ABOUT THE SUPPLIER, ITS SUB-SUPPLIER, AND ECONOMIC ENTITIES ON WHOSE CAPACITIES ARE RELIED UPON

DĖL ATVIRO (SUPAPRASTINTO) KONKURSO
„ELEKTRONINĖS KROVINIŲ VEŽIMO INFORMACIJOS APSIKEITIMO APLINKOS KOMPETETINGOS INSTITUCIJOS PRIEIGOS TAŠKO PROGRAMINĖS ĮRANGOS SUKŪRIMO PASLAUGŲ PIRKIMAS“

/
THE (SIMPLIFIED) OPEN TENDER „THE PURCHASE OF SERVICES FOR DEVELOPEMENT OF SOFTWARE FOR THE ACCESS POINT OF THE COMPETENT AUTHORITY WITHIN THE ELECTRONIC FREIGHT TRANSPORT INFORMATION EXCHANGE ENVIRONMENT“

(Data / Date)

(Vieta / Place)

Akcinė bendrovė Klaipėdos valstybinio jūrų uosto direkcija / Joint-Stock Company Klaipėda State Seaport Authority
(adresatas / addressee)

Aš / I, _____
(Tiekėjo vadovo ar jo įgalioto asmens pareigų pavadinimas, vardas ir pavardė / Job title, first name and surname of the supplier's manager or his authorized person)

deklaruoju, kad mūsų siūlomos paslaugos/prekės/darbai nekelia grėsmės nacionaliniam saugumui kaip tai nurodyta Komunalinio sektoriaus pirkimų įstatyme ir patvirtinu, kad nėra Komunalinio sektoriaus pirkimų įstatymo 58 str. 4¹ d. dalyje nurodytų aplinkybių/sąlygų dėl kurių mūsų pasiūlymas galėtų būti atmestas. Taip pat įsipareigojame, perkančiajam subjektui paprašius, pateikti dokumentus, įrodančius Komunalinio sektoriaus pirkimų įstatymo 58 str. 4¹ d. dalyje nurodytų aplinkybių/sąlygų nebuvimą. / Hereby declare that the services/goods/works offered by us do not constitute a threat to national security as defined in the Law on Procurement in the Utilities Sector, and confirm that there are no circumstances/conditions referred to in Article 58(41) of the Law on Procurement in the Utilities Sector that would lead to the rejection of our tender. We also undertake to provide, at the request of the contracting entity, documents proving the absence of the circumstances/conditions referred to in Article 58(41) of the Law on Procurement in the Utilities Sector.

Perkančiajam subjektui paprašius, įsipareigojame pateikti šioje deklaracijoje nurodytą informaciją patvirtinančius (viena ar kelis) dokumentus: / We undertake to provide, at the request of the contracting entity, documents (one or more) confirming the information provided in this declaration:

juridinio asmens vadovo patvirtintą juridinio asmens steigimo dokumentų kopiją, Juridinių asmenų registro išplėstinį išrašą su istorija, Juridinių asmenų dalyvių informacinės sistemos išrašą, asmens tapatybę patvirtinančio dokumento (tapatybės kortelės ar paso) kopiją, leidimo verstis atitinkama ūkine veikla patvirtinančio dokumento (pavyzdžiui, verslo liudijimo, individualios veiklos pažymėjimo ir pan.) kopiją, pažymą apie deklaruotą gyvenamąją vietą arba atitinkamus valstybės narės ar trečiosios šalies dokumentus ar kitus perkančiajai organizacijai priimtinius dokumentus. Dokumentai, kuriuose nenurodytas jų galiojimo

terminas, turi būti išduoti ar atspausdinti iš informacinės sistemos ne anksčiau kaip likus 3 mėnesiams iki tos dienos, kurią perkančiosios organizacijos prašymu tiekėjas turi pateikti dokumentus. / A copy of the legal entity's founding documents certified by the director of the legal entity, an extended extract from the Register of Legal Entities with a history, an extract from the Information System for Participants of Legal Entities, a copy of an identification document (identity card or passport), a copy of a document confirming the permission to engage in the relevant economic activity (e.g., a business licence, a certificate of individual activity, etc.), a copy of the certificate of declared residence or respective documents from a Member State or from a third country, or other documents acceptable to the contracting authority. Documents in which a period of validity is not specified must be issued or printed from the information system not earlier than 3 months before the date on which the supplier is asked by the contracting authority to submit the documents.

Patvirtiname, kad: / We confirm that:

- mūsų siūlomų prekių (įskaitant pakuotes) kilmė nėra ar paslaugos nėra teikiamos iš Viešųjų pirkimų įstatymo 92 straipsnio 15 dalyje numatyta sąraše nurodytų valstybių ar teritorijų; / The goods (including packaging) we offer do not originate from, or the services we provide do not originate in, the countries or territories listed in Article 92(15) of the Law on Public Procurement
- tiekėjas, jo subtiekėjas, ūkio subjektas, kurio pajėgumais remiamasi, nevykdo veiklos Viešųjų pirkimų įstatymo 92 straipsnio 15 dalyje numatyta sąraše nurodytose valstybėse ar teritorijose arba nėra ūkio subjektų grupės, kurios bet kuris narys nevykdo veiklos Viešųjų pirkimų įstatymo 92 straipsnio 15 dalyje numatyta sąraše nurodytose valstybėse ar teritorijose, narys arba jos vadovas, kitas valdymo ar priežiūros organo narys ar kitas (kiti) asmuo (asmenys), turintis (turintys) teisę atstovauti tiekėjui, subtiekėjui, ūkio subjektui, kurio pajėgumais remiamasi, ar jį kontroliuoti, jo vardu priimti sprendimą, sudaryti sandorį, ir tokiu būdu nedalyvauja tokių ūkio subjektų grupių ir (ar) ūkio subjektų veikloje. / the supplier, its subsupplier, the economic entity whose capacities are relied on, does not carry out activities in the countries or territories specified in the list provided for in Article 92, Part 15 of the Law on Public Procurement or is not a member of a group of economic entities, any member of which does not carry out activities in the countries or territories specified in the list provided for in Article 92, Part 15 of the Law on Public Procurement, or its manager, another member of the management or supervisory body or other person(s) who has the right to represent or control the supplier, subsupplier, the economic entity whose capacities are relied on, to make a decision on its behalf, to conclude a transaction, and thus does not participate in the activities of such groups of economic entities and/or economic entities.

(Tiekėjo arba jo įgalioto asmens
pareigų pavadinimas / Job title of
the supplier or the authorised
person)

(Parašas /
Signature)

(Vardas ir pavardė / Name
and surname)

*Ši deklaracija privalo būti pasirašyta įmonės vadovo ar jo įgalioto asmens / *This declaration must be signed by the director of the company or an authorised person

3 PRIEDAS / ANNEX 3

Nacionalinio saugumo reikalavimų atitikties deklaracijos tipinė forma, patvirtinta Viešųjų pirkimų tarnybos direktoriaus 2022 m. gruodžio 29 d. įsakymu Nr. 1S-233 /
Standard form of the declaration of compliance with national security requirements, approved by the order of the Director of the Public Procurement Service 29 of December 2022 No. 1S-233

(Nacionalinio saugumo reikalavimų atitikties deklaracijos tipinė forma / Standard form of declaration of compliance with national security requirements)

(*tiekėjo pavadinimas / supplier name*)

(*adresatas (perkančiosios organizacijos / perkančiojo subjekto pavadinimas / addressee (name of the contracting authority/entity)*)

**NACIONALINIO SAUGUMO REIKALAVIMŲ ATITIKTIES DEKLARACIJA
/ DECLARATION OF CONFORMITY WITH NATIONAL SECURITY REQUIREMENTS**

20__ m. _____ d. Nr. _____

(*Sudarymo vieta / Place of compilation*)

Aš, _____,
(*tiekėjo vadovo ar jo įgalioto asmens pareigų pavadinimas, vardas ir pavardė / position title, first name and surname of the supplier's manager or his authorized person*)

patvirtinu, kad mano vadovaujamas (-a) (atstovaujamas (-a)) / I confirm that I am under the management (representative) of _____,

(*tiekėjo pavadinimas / supplier name*)

dalyvaujantis (-i) / participating

(*perkančiosios organizacijos / perkančiojo subjekto pavadinimas / name of the contracting authority/entity*)

Vykdomame / in progress _____, atitinka toliau nurodomus reikalavimus / meets the following requirements:

(*pirkimo objekto pavadinimas, pirkimo numeris, pirkimo paskelbimo CVP IS data / name of the procurement object, procurement number, date of publication of the procurement in the CPP IS system*)

/Perkančioji organizacija / perkantysis subjektas žemiau esančiame sąraše palieka tik tas eilutes, kurios atitinka pirkimo dokumentuose keliamus nacionalinio saugumo reikalavimus tiekėjams/

/The contracting authority/procurement entity shall leave only those lines in the list below that comply with the national security requirements for suppliers set out in the procurement documents/

tiekėjas neturi interesų, galinčių kelti grėsmę nacionaliniam saugumui – vadovaujantis VPĮ 47 straipsnio 9 dalimi, jis pats, jo subtiekejai ar ūkio subjektai, kurių pajėgumais remiamasi ar juos kontroliuojantys asmenys nėra registruoti (jeigu tiekėjas, jo subtiekejai, ūkio subjektas, kurio pajėgumais remiamasi, ar kontroliuojantis asmuo yra fizinis asmuo – nuolat gyvenantis ar turintis pilietybę) VPĮ 92 straipsnio 14 dalyje numatytame sąraše nurodytose valstybėse ar teritorijose. (_____)

(*pirkimo dokumentų punktai*)

the supplier does not have interests that may pose a threat to national security – in accordance with Article 47 part 9 of the Public Procurement Act, he himself, his subcontractors or economic entities whose capacities are relied on or the persons controlling them are not registered (if the supplier, his subcontractor, economic entity

whose capacities are relied on or the person controlling them is a natural person – permanently residing or having citizenship) in the countries or territories specified in the list provided for in Article 92 part 14 of the Public Procurement Act. (_____)

(paragraphs of procurement documents)

- tiekėjo siūlomos prekės nekelia grėsmės nacionaliniam saugumui – vadovaujantis Lietuvos Respublikos pirkimų, atliekamų vandentvarkos, energetikos, transporto, ar pašto paslaugų srities perkančiųjų subjektų, įstatymo (toliau – PĮ) 50 straipsnio 9 dalies 1 punktu, prekių gamintojas ar jį kontroliuojantis asmuo nėra registruoti (jeigu gamintojas ar jį kontroliuojantis asmuo yra fizinis asmuo – nuolat gyvenantis ar turintis pilietybę) VPĮ 92 straipsnio 14 dalyje numatyta sąraše nurodytose valstybėse ar teritorijose. (_____)

(pirkimo dokumentų punktai)

the goods offered by the supplier do not pose a threat to national security - in accordance with Article 50 part 9 item 1 of the Law of the Republic of Lithuania on Procurement by Contracting Entities in the Field of Water Management, Energy, Transport or Postal Services (hereinafter referred to as the Law), the manufacturer of the goods or the person controlling it is not registered (if the manufacturer or the person controlling it is a natural person - permanently residing or having citizenship) in the countries or territories specified in the list provided for in Article 92 part 14 of the Law. (_____)

(paragraphs of procurement documents)

- tiekėjo siūlomos teikti paslaugos nekelia grėsmės nacionaliniam saugumui – vadovaujantis PĮ 50 straipsnio 9 dalies 2 punktu, paslaugų teikimas nebus vykdomas iš VPĮ 92 straipsnio 14 dalyje numatyta sąraše nurodytų valstybių ar teritorijų. (_____)

(pirkimo dokumentų punktai)

the services proposed to be provided by the supplier do not pose a threat to national security – in accordance with Article 50 part 9 item 2 of the Public Security Law, the provision of services will not be carried out from the countries or territories specified in the list provided for in Article 92 part 14 of the Public Security Law. (_____)

(paragraphs of procurement documents)

Patvirtinu, kad šie duomenys yra teisingi ir aktualūs pasiūlymo pateikimo dieną. / I confirm that this data is correct and current on the date of submission of the offer.

Suprantu, kad vadovaudamasis PĮ 52 straipsnio 4 dalimi perkantysis subjektas bet kuriuo pirkimo procedūros metu gali paprašyti kandidatų ar dalyvių pateikti visus ar dalį dokumentų, patvirtinančių atitiktį PĮ 50 straipsnio 9 dalies reikalavimams, jeigu tai būtina siekiant užtikrinti tinkamą pirkimo procedūros atlikimą. / I understand that, in accordance with Article 52 part 4 of the Public Procurement Act, the contracting entity may, at any time during the procurement procedure, request candidates or tenderers to submit all or part of the documents confirming compliance with the requirements of Article 50 part 9 of the Public Procurement Act, if this is necessary to ensure the proper conduct of the procurement procedure.

Suprantu, kad jeigu pagal vertinimo rezultatus pasiūlymas bus pripažintas laimėjusiu, turės būti pateikti perkančiojo subjekto nurodyti atitiktį nacionalinio saugumo reikalavimams patvirtinantys dokumentai. / I understand that if the bid is declared successful based on the evaluation results, documents confirming compliance with national security requirements specified by the contracting entity will have to be submitted.

(pareigos / position)

(parašas / signature) (vardas ir pavardė / name and surname)

Reikalavimai sutarties (prekių tiekimo, paslaugų teikimo, darbų atlikimo) įvykdymo užtikrinimui / Requirements for ensuring the fulfillment of the contract (supply of goods, provision of services, performance of works)

<p>1. Priimtinas būdas (vienas iš nurodytų) / Acceptable method (one of the following)</p>	<p>1. banko išduota garantija (reikalavimas dokumentą išduodančiam bankui (ar jį patronuojančiam bankui) – turėti ne mažesnę ilgalaikio skolinimosi kredito reitingą kaip Standard & Poor's – BBB+, ar Moody's – Baa1, ar Fitch – BBB+). Patronuojantis bankas, kurio reitingais yra remiamasi, turi turėti ne mažiau 90 proc. dokumentą išduodančio banko akcijų;</p> <p>/</p> <p>1. a guarantee issued by a bank (requirement for the issuing bank (or its parent bank) to have a long-term borrowing credit rating of at least Standard & Poor's - BBB+, or Moody's - Baa1, or Fitch - BBB+). The parent bank, whose ratings are relied upon, must own at least 90 percent of the shares of the issuing bank;</p> <p>2. draudimo bendrovės išduotas laidavimas (reikalavimas dokumentą išduodančiai draudimo bendrovei ar jos pagrindiniam akcininkui (kuriam priklauso daugiau nei 50 proc. visų akcijų) – turėti ne mažesnę ilgalaikio skolinimosi kredito reitingą kaip Standard & Poor's – BBB+, ar Moody's – Baa1, ar Fitch – BBB+);</p> <p>/</p> <p>2. a guarantee issued by an insurance company (requirement for the insurance company issuing the document or its major shareholder (who owns more than 50 percent of all shares) to have a long-term borrowing credit rating of at least Standard & Poor's - BBB+, or Moody's - Baa1, or Fitch - BBB+);</p> <p>3. užstatas.</p> <p>/</p> <p>3. security deposit.</p>
<p>2. Sutarties įvykdymo užtikrinimo suma / Contract performance security amount</p>	<p>10 proc. nuo pradinės sutarties vertės (jeigu perskaičiuojama pradinė sutarties vertė, turi būti pateikiamas sutarties įvykdymo užtikrinimo dokumentas perskaičiuotai užtikrinimo sumai).</p> <p>/</p> <p>10 percent of the initial contract value (if the initial contract value is recalculated, a contract performance security document must be submitted for the recalculated security amount).</p>
<p>3. Sutarties įvykdymo užtikrinimo dokumento galiojimo terminas / Expiration date of the performance security document</p>	<p>Ne mažiau kaip 30 dienų ilgesnis nei prekių pristatymo (paslaugų teikimo/darbų atlikimo) terminas su visais sutartyje numatytais galimais pratėsimais ir kol tiekėjas (pardavėjas/rangovas) visiškai įvykdo sutartinius įsipareigojimus.</p> <p>/</p> <p>At least 30 days longer than the delivery period for goods (services/works) with all possible extensions provided for in the contract and until the supplier (seller/contractor) fully fulfills its contractual obligations.</p>
<p>4. Sutarties įvykdymo užtikrinimo dokumento galiojimo termino pratėsimas / Extension of the validity period of the contract performance security document</p>	<p>Prekių pristatymo (paslaugų suteikimo/darbų atlikimo) termino pratėsimu atveju, sutarties įvykdymo užtikrinimo dokumento galiojimo terminas turi būti pratęstas tokiam terminui, kiek pratęsimas prekių pristatymo (paslaugų suteikimo ar darbų atlikimo) terminas ir papildomam 30 dienų terminui jeigu sutarties įvykdymo užtikrinimo dokumento galiojimo terminas neapima pratęsto prekių pristatymo (paslaugų teikimo/darbų atlikimo) termino ir papildomas 30 dienų (žr. 3 p.).</p>

	<p>/</p> <p>In the event of an extension of the deadline for delivery of goods (provision of services/performance of works), the validity period of the contract performance security document must be extended for the same period as the extended deadline for delivery of goods (provision of services or performance of works) and for an additional period of 30 days if the validity period of the contract performance security document does not include the extended deadline for delivery of goods (provision of services/performance of works) and an additional 30 days (see p. 3).</p> <p>Jeigu prekių pristatymo (paslaugų teikimo/darbų atlikimo) terminas negali būti pratęstas (pvz. yra pasibaigęs), sutarties įvykdymo užtikrinimo dokumento galiojimo terminas turi būti pratęstas tokiam laikotarpiui, per kurį pardavėjas (tiekėjas, rangovas) planuoja pristatyti prekes (suteikti paslaugas ar atlikti darbus) ir papildomam 30 dienų terminui.</p> <p>Nepratęsus sutarties įvykdymo užtikrinimo dokumento galiojimo termino, KVJUD turi teisę sustabdyti mokėjimus pagal sutartį.</p> <p>/</p> <p>If the deadline for delivery of goods (provision of services/performance of works) cannot be extended (e.g. has expired), the validity period of the performance security document must be extended for the period during which the seller (supplier, contractor) plans to deliver the goods (provision of services or performance of works) and for an additional period of 30 days.</p> <p>If the validity period of the performance security document is not extended, KVJUD has the right to suspend payments under the contract.</p>
<p>5. Sutarties įvykdymo užtikrinimo dokumento pateikimo arba užstato sumokėjimo į KVJUD sąskaitą terminas / Deadline for submitting a document securing the performance of the contract or paying a deposit to the KVJUD account</p>	<p>- Ne vėliau kaip per 10 darbo dienų po sutarties pasirašymo.</p> <p>- Kai perskaičiuojama pradinė sutarties vertė – ne vėliau kaip per 10 darbo dienų nuo susitarimo perskaičiuoti sutarties vertę sudarymo dienos.</p> <p>- Kai pratęsiamas sutarties įvykdymo užtikrinimo dokumento galiojimo terminas, ne vėliau kaip likus 10 darbo dienų iki pateikto sutarties įvykdymo užtikrinimo dokumento galiojimo termino pabaigos.</p> <p>/</p> <p>- No later than 10 business days after the signing of the contract.</p> <p>- When the initial contract value is recalculated - no later than 10 business days from the date of conclusion of the agreement to recalculate the contract value.</p> <p>- When the validity period of the contract performance security document is extended, no later than 10 business days before the expiry of the validity period of the submitted contract performance security document.</p>
<p>6. Sutarties įvykdymo užtikrinimo dokumento turinys (apimtis) / Content (scope) of the contract performance security document</p>	<p>Dokumente turi būti nurodoma, kad:</p> <ol style="list-style-type: none"> 1. jis yra neatšaukiamas, besąlyginis ir pirmo pareikalavimo; 2. jis galioja visiems teikėjo (pardavėjo, rangovo) įsipareigojimams pagal sutartį; 3. jis apima baudas, delspinigius, palūkanas ar kitas pagrįstai pagal sutartį iš teikėjo (pardavėjo, rangovo) reikalaujamas sumas; 4. užtikrinimo suma turės būti išmokama KVJUD ne vėliau kaip per 15 kalendorinių dienų nuo pirmo raštiško KVJUD pranešimo dokumentą išdavusiam subjektui pateikimo, kuriame nurodoma reikalaujama suma; 5. dokumente negali būti nustatyta kitų reikalaujamos sumos

	<p>išmokėjimo KVJUD sąlygų;</p> <p>6. taikoma LR teisė ir ginčai sprendžiami LR teismuose;</p> <p>7. sutarties įvykdymo užtikrinimą išdavusio subjekto taisyklės taikomos tiek kiek jos neprieštarauja sutarties ir pirkimo dokumentų sąlygoms;</p> <p>8. kai sutarties įvykdymas užtikrinamas draudimo bendrovės laidavimo raštu – kartu su užtikrinimo dokumentu turi būti pateikiama jo apmokėjimą įrodančio dokumento kopija ir pasirašytas draudimo liudijimas (polisas) (jei taikoma).</p> <p>/</p> <p>The document must state that:</p> <ol style="list-style-type: none">1. it is irrevocable, unconditional and on demand;2. it is valid for all obligations of the provider (seller, contractor) under the contract;3. it includes fines, late payment interest, interest or other amounts reasonably required under the contract from the provider (seller, contractor);4. the security amount must be paid to the KVJUD no later than within 15 calendar days from the submission of the first written notification of the KVJUD to the entity that issued the document, which indicates the required amount;5. the document cannot establish other conditions for the payment of the required amount to the KVJUD;6. the law of the Republic of Lithuania applies and disputes are resolved in the courts of the Republic of Lithuania;7. the rules of the entity that issued the contract performance security apply to the extent that they do not contradict the terms of the contract and procurement documents;8. when the performance of the contract is secured by a letter of guarantee from an insurance company - a copy of the document proving its payment and a signed insurance certificate (policy) (if applicable) must be submitted together with the security document.
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APPROVED
by Order No V-31
of the CEO
of Joint-stock company
Klaipėda State Seaport Authority of 29 January 2025

JOINT STOCK COMPANY KLAIPĖDA STATE SEAPORT AUTHORITY QUESTIONNAIRE FOR OPERATING PARTNERS

In order to ensure compliance with the requirements of ISO 37001 (Anti-Corruption Management System), ISO 31000 (Risk Management), the Law on International Sanctions and having regard to the provisions of the Law on Prevention of Corruption, please answer the questions on behalf of the company you represent:

General data:

1. Please specify:

Name of legal entity / Name, surname: _____

Legal entity code / Date of birth: _____

Registration date: _____

Address of registered office / Nationality(ies), place of residence: _____

Business address (if different from registered office/residence): _____

Type of business activity (sector): _____

Taxpayer country: ¹ _____

Please provide the physical address of your organisation:² _____

2. Your company (please tick):

Private

State-owned (state-controlled)

Other (please specify): _____

3. Please list all shareholders (only legal persons):

Please list all direct and indirect shareholders holding at least 50% of the company's shares.

Name, forename, surname	Nationality	Legal form	Address of registration, country	Percentage

¹ If you pay taxes in more than one country, please indicate all the countries where you pay taxes.

² **A physical address** means that your organisation maintains/has a place of business marked with a specific address (other than only an email address) in the country in which it is authorised or licensed to carry out the activities envisaged, where it employs one or more full-time employees (as provided for by laws of the country in which it operates), and which registers and maintains the necessary records in connection with the organisation's activity, and which may be inspected by officials from the institutions that have granted it the right or the licence to engage in the envisaged activities.

4. Beneficiary(ies)³:

Name, surname	Nationality	Place of residence	Percentage of shares held or other form of control

5. Company representatives (to be completed by legal persons only):

	Nationality	Name, surname
Company Manager		
Person signing the contract (if other than the company manager)		

6. Number of employees in your company (actual number on the date of completion of the questionnaire): _____

7. Are your company, its agents, directors and shareholders (up to and including the ultimate beneficial owners) on any lists of international sanctions or other restrictive measures (this includes lists of programmes of international sanctions and other restrictive measures drawn up by the United Nations Security Council, the European Union, the United States of America and the United Kingdom of Great Britain and Northern Ireland)?

Yes

No

If yes, specify: _____

8. Are your company, its agents, directors and shareholders (up to and including the ultimate beneficial owners) established/resident in countries subject to programmes of international sanctions or other restrictive measures (this includes the lists of international sanctions or other restrictive measures programmes drawn up by the United Nations Security Council, the European Union, the United States of America and the United Kingdom of Great Britain and Northern Ireland)?

³ **Beneficiary of a legal person** - a natural person who is the owner a legal person or a foreign company or controls a legal person. In a legal entity, a beneficiary shall be deemed to be a natural person who directly or indirectly holds 25 % plus one share or ownership interest in the legal entity exceeding 25 %. If a person who meets such criteria has not been identified, the management body of the legal person shall be obliged to identify the natural person who exercises control over the legal person by other means, i.e. not on the basis of ownership, but, for example, by taking decisions on behalf of, or exercising control over, the legal person by other means, or by acting in the interests of, or benefitting from, the legal person.

Yes No

If yes, specify: _____

9. Business model.

Please indicate which regions your business is targeting, which sector of the economy you belong to, what is your product/service?

Region:

Local (within the country) International

If international:

EEA/EFTA countries CIS countries China Other (please specify):

Industry: _____

Product: _____

10. Do you have customers or business partners in countries subject to international sanctions (this includes lists of international sanctions and other restrictive measures programmes established by the United Nations Security Council, the European Union, the United States of America and the United Kingdom of Great Britain and Northern Ireland)?:

Yes No

If yes, specify: _____

11. Do you have customers who are offshore companies (in target territories)?⁴

Yes No

If yes, specify: _____

12. Do you have written instructions (action plan) in your organisation according to which the prevention of corruption is carried out?

Yes No

If yes, please indicate the title, date and signatory of the document: _____

13. Do you have internal documents (policy) on the implementation of sanctions that do not contradict the Port Authority's [sanctions policy](#)?

Yes No

If yes, please indicate the title, date and signatory of the document: _____

14. Do you have risk management procedures / process in place and designated persons / functions in your company?

⁴ **Offshore companies** means customers, companies with only a postal address in countries such as Panama, the Virgin Islands, etc., but without a physical address and activities in the country of registration of the activities being carried out. A full list of countries is available here: [1K-389 Order No 344 of the Minister of Finance of 22 December 2001 on approval of amendments to the List of Target Territories...](#)

Yes No

If yes, please specify: _____

15. Please explain how the risks of financial crime, corruption or fraud, breach of sanctions are managed in your company:

16. Do you confirm that the information provided in this questionnaire and the attached supporting documents is accurate and correct?

 Yes

Position	Name, surname	Signature	Date

17. We may ask you to provide additional supporting documents if required:

- a copy of the company's extract from the register of legal entities (for partners who are legal persons) / a copy of the personal identity document (for partners who are natural persons);
- a copy of the document evidencing the bank account details;
- a copy of the document proving the signatory's right to representation;
- documents supporting the shareholding structure (up to the ultimate beneficial owners);
- other.

Consent to data use

By signing, I confirm that I have the right to represent the above-mentioned company in accordance with the procedure and to the extent provided for by legal acts of the Republic of Lithuania, and I agree to disclose the information provided in this questionnaire to the Joint-Stock Company Klaipėda State Seaport Authority, for the purpose of fulfilling the legitimate requirements of the supervisory authorities and/or requirements approved by the company.

Signature

Signature of company representative

Date

Name, surname (in capital letters)

APPROVED
By Order No. 1S-240 of 30 December 2022
of the Director of the Public Procurement
Office

RULES FOR CLARIFICATION, SUPPLEMENTATION OR EXPLANATION OF TENDERS

SECTION I. GENERAL PROVISIONS

1. The purpose of the rules for clarification, supplementation or explanation of tenders (the “Rules”) is to assist the contracting authority, the contracting entity or the awarding authority (hereinafter jointly referred to as the ‘procuring entity’) in the proper application of the provisions of Article 45(3) of the Law of the Republic of Lithuania on Public Procurement, Article 58(5) of the Law of the Republic of Lithuania on Procurement by Contracting Entities in the Field of Water Management, Energy, Transport or Postal Services, Article 28(4) of the Law of the Republic of Lithuania on Public Procurement in the Fields of Defence and Security, and Article 36(9) of the Law of the Republic of Lithuania on Concessions concerning the clarification, supplementation or explanation of tenders⁵.

2. The procuring entities shall be guided by the Rules in the evaluation of tenders received in the course of a public procurement, contract or concession award procedure.

3. The terms used in the Rules shall be understood as defined in the Law on Public Procurement, the Law on Procurement by Contracting Entities in the Field of Water Management, Energy, Transport or Postal Services, the Law on Public Procurement in the Fields of Defence and Security and the Law on Concessions and the legal acts implementing them.

SECTION II. CLARIFICATION, SUPPLEMENTATION OR EXPLANATION OF TENDERS

4. In deciding whether to request clarification, supplementation or explanation of the tender, the procuring entity must assess:

4.1. The possibility of making such a request, subject to the provisions of the procurement documents. If the procurement documents have provided that the failure to provide specific documents or data (by indicating specific documents/data or groups of documents/data, e.g., *documents confirming the supplier’s compliance with the qualification requirements*) shall lead to the rejection of the tender, failure to provide such documents/data by the supplier shall preclude the procuring entity from using the institute of clarification, supplementation or explanation of the tender for the purpose of correcting the defect in the tender, and shall lead to the rejection of the tender;

4.2. Whether, without appropriate clarification, supplementation or explanation, the procuring entity can determine the true content of the tender received and/or its conformity with the requirements set out in the procurement documents.

5. The procuring entity shall be deemed to be unable to determine the true content of the tender received in a procurement or its conformity with the requirements set out in the procurement documents without clarification, supplementation or explanation of the tender where:

5.1. The evaluation of the tender identifies deficiencies (e.g., *the required data or part of the required data is missing or there is a discrepancy in the data (e.g., where there is a contradiction in the*

⁵ In line with the case law of the Supreme Court of Lithuania: Supreme Court of Lithuania’s ruling in joined civil cases No. e3K-3-272-378/2020 of 11 November 2020; Supreme Court of Lithuania’s ruling in civil case No. e3K-7-210-469/2022 of 20 June 2022; Supreme Court of Lithuania’s ruling in civil case No. e3K-3-328-469/2022 of 6 October 2022.

data provided in the tender, with different documents providing different information on the same aspect, such as the technical specifications of the proposed item); and

5.2. The deficiencies identified cannot be remedied during the evaluation of the tender in terms of content⁶.

6. If it is possible to determine from the data provided in the tender the true content of the tender and/or its (non-)compliance with the requirements set out in the procurement documents, *e.g., that a supplier's qualification does not comply with the requirements set out in the procurement documents*, the procuring entity shall not be entitled to request the supplier to clarify, supplement or explain the data provided, and the supplier shall not be entitled to provide such clarification, supplementation or explanation.

7. Any clarification, supplementation or explanation of the tender shall be made in accordance with the rules set out below:

7.1. Any clarification, supplementation or explanation of the tender must be submitted by the deadline set by the procuring entity and must not lead to the submission of a new tender, *i.e.* it must not involve a substantial amendment of the tender (*e.g., a change in the price of the tender, a change from an unsuitable to a suitable tender, a change of the proposed subject matter of the contract, etc.*);

7.2. Any errors in the calculation of prices or costs identified during the evaluation of the tender must be corrected by the deadline specified by the procuring entity, without altering the prices⁷ or costs recorded during the examination of the tenders:

7.2.1. The correction of arithmetical errors may not result in the elimination of components of the price or cost, nor may new components be added to the price or cost;

7.2.2. In cases where a fixed-price pricing method is used in the procurement, the final price of the tender, exclusive of VAT, may not be changed;

7.2.3. In cases where a fixed-rate pricing method is used in the procurement, the proposed rate, exclusive of VAT, may not be changed. The final price of the tender, exclusive of VAT, shall only be altered to the extent of properly carried out correction of arithmetical errors;

In cases where a variable-rate pricing method is used in the procurement, the proposed mark-up (discount) cannot be changed;

7.3. Where the deficiency in the tender relates to the calculation of VAT (*e.g., incorrect VAT rate charged to the supplier or incorrect calculation of the VAT value in euros*), it may be corrected as it is an objective fact, the amount of which is beyond the control of the supplier, but cannot, in the light of the pricing method used in the procurement, alter the final price of the tender exclusive of VAT/ the proposed price excluding VAT;

7.4. Requests for clarification, supplementation or explanation of the tender and the response to such requests shall be made in accordance with the following requirements:

7.4.1. The procuring entity must formulate the request for clarification, supplementation or explanation of the tender in a precise and clear manner. *For example, the procuring entity must ask for clarification as to what specific data in the tender demonstrate the supplier's compliance with the qualification requirement set out in paragraph X of the procurement documents. A general request to demonstrate that the supplier's qualifications meet the requirements set out in the procurement documents cannot be made without specifying which qualification requirement or part of a qualification requirement is being asked about*;

7.4.2. The Supplier shall, when responding to a request for clarification, supplementation or explanation of the tender:

7.4.2.1. Assess the limits for clarification, explanation or supplementation set by the content of the tender. In response to a request from the procuring entity, the supplier must examine the requirements of the procurement documents/request and assess what data is requested and whether

⁶ Evaluation of a tender in terms of content shall be evaluation where the actual content of the tender or its compliance with the requirements set out in the procurement documents are judged on the basis of the totality of the data submitted, without limiting the assessment to any specific data submitted and/or without giving disproportionate weight to any data, while giving priority to content over form (assessing whether the required data are provided in general, and, if so, whether they are clear). *For example, if the manufacturer, technical specifications and model of a product were requested in the form of the tender and the supplier only indicated the model but attached a technical specification of the product containing data not included in the form of the tender, it shall be considered that the data are sufficient to make a decision.*

⁷ What constitutes a 'price recorded during the examination of the tenders' shall be determined in the light of the pricing method used in a particular procurement.

the data provided by the supplier is consistent in content and scope with what is specified in the procurement documents/request. *For example, if the procuring entity asks for clarification, supplementation or explanation to the information provided in the tender concerning the supplier's experience (projects completed), the supplier may only clarify, supplement or explain the information already provided in the tender, but may not indicate in the clarification that it will provide information on other experience (new projects not included in the tender) instead of clarification, supplementation or explanation;*

7.4.2.2. Have the right to exercise in good faith the right to clarify, explain or supplement the tender. In response to a request from the procuring entity, the same clarification, explanation or supplementation may not be made in the same (single) response, and may not be accompanied by a new clarification, explanation or supplementation that is not included in the tender. *For example, when clarifying how the qualifications of the proposed expert are supported by Contract X, the supplier may not also add Contract Y, not previously mentioned in the tender, to support the same aspect, in order to protect itself in case Contract X does not prove the professional's compliance with the set requirements;*

7.4.3. Clarifying, supplementing or explaining the same matter in the tender shall only be done once. A tender shall not be deemed to be revised, supplemented or clarified more than once if:

7.4.3.1. The procuring entity has a need to seek clarification, supplementation or explanation of the tender on matters other than those for which it was first requested, or

7.4.3.2. The procuring entity, having examined the supplier's response to a request for clarification, supplementation or explanation of the tender, has a need to seek clarification, supplementation or explanation of the information provided by the supplier.

TRIPARTITE SETTLEMENT CONTRACT

..... 20.....

Public Limited Company Klaipėda State Seaport Authority, represented by its Director General Algis Latakas, acting in accordance with the company's Articles of Association (the 'Buyer'),

....., represented by, acting in accordance with (the 'Seller'), and

....., represented by, acting in accordance with (the 'Sub-supplier'); the Buyer, the Seller, and the Sub-supplier shall hereinafter be collectively referred to as the Parties, and each individually as a Party,

Whereas:

- a) On 20....., the Buyer and the Seller entered into Contract No. (.....) (*name of the Contract*) (the "Contract");
- b) The Seller has engaged a Sub-supplier (*specify the proportion of the goods to be supplied by the Sub-supplier*) to supply the goods in accordance with the procedures set out in the procurement documents and the Contract;
- c) The Buyer has informed the Sub-supplier in writing of the option to pay the Sub-supplier directly for the goods and the Sub-supplier has notified in writing of its willingness to use this option;
- d) Taking into account that the Buyer is not aware of the terms of the subcontract between the Seller and the Sub-supplier and the Buyer is not and cannot be bound by them;
- e) Confirming that the conclusion of this contract and the direct payment to the Sub-supplier hereunder shall not result in any increase in the price of the goods supplied by the Sub-supplier under the Contract or in the price of the goods supplied by the Seller, which include the goods supplied by the Sub-supplier, or in the total price of the Contract,

In order to establish the direct payment arrangements for the goods supplied by the Sub-supplier in the performance of the Contract, the Parties have entered into the following Tripartite Settlement Contract (the "Tripartite Contract"):

I. PAYMENT ARRANGEMENTS

1. No prepayment shall be made to the Sub-supplier.
2. The amounts payable to the Sub-supplier for the goods shall be determined by the quantity and value of the goods actually supplied by the Sub-supplier, as set out in the certificates of handover and acceptance of the goods signed by the Buyer and the Seller, and in the invoices submitted by the Seller to the Buyer for payment.
3. The Seller under the Contract, when submitting to the Buyer for signature a certificate of handover and acceptance, which includes the goods supplied by the Sub-supplier, shall be obliged to additionally discuss such a certificate of handover and acceptance of the supplied goods with the Sub-supplier prior to submitting the certificate to the Buyer. Certificates of handover and acceptance regarding the goods that do not concern the goods supplied by the Sub-supplier shall not be submitted to the Sub-supplier for approval. The Sub-supplier, upon receipt of a certificate of handover and acceptance regarding supplied goods from the Seller, shall be obliged to discuss, sign and return it to the Seller within 3 (three) working days after the date of submission of such documents.
4. If the Buyer is provided with a certificate of handover and acceptance of supplied goods which has not been discussed with the Sub-supplier and which transfers the goods delivered by the Sub-supplier, the Buyer shall return the certificate of handover and acceptance of the goods to the Seller for carrying out the discussion steps with the Sub-supplier. The Seller shall be responsible for discussing the certificate of handover and acceptance with the Sub-supplier and submitting it to the Buyer in time in accordance with the Contract.
5. If the Sub-supplier fails to discuss the acceptance of the goods with the Seller within the time specified, the Sub-supplier shall be deemed to have waived direct payment in accordance with the certificate of handover and acceptance regarding the goods, in which case all sums due to the Sub-supplier directly according to such a certificate of handover and acceptance regarding the goods shall be payable to the Seller, and the obligation to settle with the Sub-supplier in respect of such goods shall be borne by the Seller.
6. The Seller, by signing the certificate of handover and acceptance regarding the goods, as agreed with the Sub-supplier, shall confirm that it has no objection to the payment to the Sub-

supplier of the amount specified in the certificate of handover and acceptance, and the Sub-supplier shall confirm that the amount to be paid to the Sub-supplier as specified in the approved certificate of handover and acceptance is in accordance with the terms of the Contract concluded between the Seller and the Sub-supplier.

7. In the certificate of handover and acceptance regarding the goods submitted by the Seller to the Buyer and agreed upon with the Sub-supplier, the amounts payable must be specified (set off) as follows:

7.1. If a prepayment is paid to the Seller according to the Contract, a percentage of the prepayment paid to the Seller corresponding to the percentage of the prepayment paid to the Seller under the Contract shall be deducted from the total amount payable as specified in the certificate. Any part of the prepayment paid to the Seller and not set off against previous interim payments shall be deducted from the last amounts due to the Seller;

7.2. If, according to the Contract, a part of the amount to be paid to the Seller is retained, from the total amount payable as specified in the certificate, a retention amount of the percentage specified in the Contract between the Buyer and the Seller for the purpose of rectifying any defects and other deficiencies and for the purpose of covering any damages shall be deducted;

7.3. The remaining amount due shall be apportioned between the Seller and the Sub-supplier in accordance with the terms of the sub-supply contract between the Seller and the Sub-supplier and the goods actually supplied by the Sub-supplier.

8. If, according to the approved certificate of handover and acceptance regarding the goods, after the set-off of the prepayment made to the Seller and after the deduction of the retained amount, the amount payable directly by the Buyer to the Sub-supplier is smaller than the amount payable in accordance with the sub-supply contract concluded between the Seller and the Sub-supplier, the Seller shall be obliged to pay the Sub-supplier the remaining amount payable for the goods in accordance with the terms of the sub-supply contract concluded.

9. If the price of the goods delivered by the Sub-supplier under the sub-supply contract is higher than the price of the same goods as provided for in the Contract between the Buyer and the Seller, the Buyer shall not pay directly to the Sub-supplier more than the price of such goods as provided for in the Contract between the Buyer and the Seller. The Seller undertakes to pay the remaining amount to the Sub-supplier for the goods supplied in accordance with the terms of the sub-supply contract.

10. The Buyer shall, within 5 (five) days, inspect and, if there are no comments, sign the certificate of handover and acceptance regarding the goods submitted by the Seller and agreed with the Sub-supplier, and if there are any comments (if there are any errors, discrepancies, inaccuracies, or if additions, corrections, clarifications, explanations etc. are required in the certificates), return it to the Seller for correction, with comments in writing.

11. After the Buyer has signed the certificate of handover and acceptance regarding the goods, as agreed between the Seller and the Sub-supplier, the Seller shall submit an invoice to the Buyer for payment in accordance with the procedure set out in the Contract, specifying the amount payable to the Sub-supplier.

12. The Buyer shall pay the Sub-supplier on receipt of the invoice from the Seller within (payment deadline to be determined in accordance with the provisions of the Contract) days from the date of the invoice.

13. During the performance of the Tripartite Contract, invoices shall only be issued electronically. Electronic invoices complying with the European standard on electronic invoicing shall be submitted by means chosen by the Seller. Electronic invoices that do not comply with the European standard on electronic invoicing may only be submitted through the means of the "E. saskaita" information system. If the Seller fails to submit invoices in the manner specified in this paragraph, the Buyer shall not make payments and in this case the Buyer shall not be liable for late payment as provided for in the Contract or the Tripartite Contract.

14. The Buyer shall pay the Sub-supplier in accordance with the invoice submitted by the Seller by means of a payment transfer to the Sub-supplier's bank account specified in the Tripartite Contract. The money shall be deemed to have been paid on the respective date on which the Buyer submitted a payment order to its bank to carry out the payment transfer. After making the payment to

the Sub-supplier, the Buyer shall send a copy of the payment order to the Seller by email within 2 (two) working days.

15. Following the conclusion of the Tripartite Contract, direct payments made by the Buyer to the Sub-supplier shall correspondingly reduce the amount payable by the Buyer to the Seller in accordance with the terms and conditions of the Contract.

16. The Buyer shall have the right to suspend payments under the Tripartite Contract unilaterally if the goods supplied by the Sub-supplier, or the Seller's goods incorporating the goods supplied by the Sub-supplier, are of substandard quality, or on any other reasonable grounds, until such time as the relevant deficiencies have been rectified.

17. The Seller declares that, upon payment in accordance with the procedures set out in the Tripartite Contract, the Buyer shall be deemed to have duly paid the Seller in accordance with the Contract. The Seller confirms that direct payment to the Sub-supplier in accordance with the procedures set out in the Tripartite Contract shall be without prejudice to any interests of the Seller and its creditors.

II. CONDITIONS FOR AMENDING THE TRIPARTITE CONTRACT

18. All amendments to the Tripartite Contract shall be valid only if they are drafted in writing and signed by the authorised representatives of the Parties. Such amendments to the Tripartite Contract shall form an integral part of the Tripartite Contract.

19. Amendments to the terms of the Tripartite Contract may be initiated by either Party to the Tripartite Contract by submitting to the other Party a request to that effect, in addition to supporting documentation. The Party receiving such a request shall examine it within ten (10) days and provide the other Party with a reasoned written response. Amendments to the Tripartite Contract shall not contravene the terms of payment to the Seller set out in the Contract and the provisions of the legislation applicable to amendments to the Contract.

III. RESPONSIBILITY OF THE PARTIES

20. If the Buyer unreasonably misses the deadline for payment for the goods supplied by the Sub-supplier, the Buyer shall, at the Sub-supplier's request, pay the Sub-supplier a default interest of 0.05% (zero point zero five percent) of the delayed amount for each day of delay, but not more than ten percent (10%) of the total price of the goods supplied by the Sub-supplier, exclusive of VAT, in accordance with the subsupply contract.

21. The Seller or the Sub-supplier, for failure to perform or improper performance of their mutual obligations under the Tripartite Contract, shall, upon demand by the affected party, pay a fine of 1% of the subsupply price (excluding VAT) for each instance of such failure to perform or improper performance, unless the Seller and the Sub-supplier agree on a different amount of the fine. Payment of the fine shall not relieve the Seller or the Sub-supplier from the performance of their obligations under this Tripartite Contract.

22. The liability of the Parties shall be determined in accordance with the applicable legislation of the Republic of Lithuania, this Tripartite Contract, and other documents related to the performance of this Contract. The Parties undertake to duly perform their obligations under this Contract and to refrain from any action which might cause damage to one another or make it more difficult for the other Party to fulfil its obligations.

23. The Buyer and the Sub-supplier shall not be entitled to make any monetary claims against each other in respect of breach of the contracts each of them has concluded with the Seller.

24. Disputes between the Seller and the Sub-supplier concerning the price of the goods carried out by the Sub-supplier and the amounts payable directly to the Sub-supplier shall be settled in the absence of the Buyer.

IV. FINAL PROVISIONS

25. Neither Party shall have the right to transfer all or part of its rights and obligations under this Tripartite Contract.

26. The invalidity of any provision or contradiction with the laws of the Republic of Lithuania or other normative legal acts in this Tripartite Contract shall not exempt the Parties from the fulfilment

of the obligations assumed and shall not affect the validity of the other provisions of this Tripartite Contract.

27. The Tripartite Contract shall enter into force upon its signature and shall apply to payments made on the basis of certificates of handover and acceptance regarding the goods submitted by the Seller after the signature of the Tripartite Contract. If the Tripartite Contract is signed after the Seller has already started to discuss the certificate of handover and acceptance regarding the goods with the Buyer or other participants in the performance of the Contract, no direct payment shall be made to the Sub-supplier on the basis of such a certificate of handover and acceptance regarding the goods. The Parties undertake to ensure that only persons authorised to sign the certificates of handover and acceptance regarding the goods and other documents under the Tripartite Contract will sign the respective documents.

28. The deadlines set out in the Tripartite Contract in days shall be calculated in calendar days, unless otherwise specified in this Tripartite Contract.

29. If, during the term of the Contract, there is any change in the address, bank account number, contact details or other particulars of a Party specified in the Contract, the Party changing its particulars or other data shall inform the other Party in writing of the change without delay, but in any event not later than within 5 working days.

30. The Tripartite Contract shall be drawn up in triplicate in the Lithuanian language and the copies shall have equal legal force, one copy for each Party or, in the case of an electronic document, it shall be signed by an electronic signature of all Parties. Where the Tripartite Contract or any other document provided for in the Tripartite Contract is signed with a qualified electronic signature, it shall be drawn up in such a way that it complies with the specification ADOC-V1.0 for an electronic document signed with an electronic signature, approved by Order No. V-60 of 7 September 2009 of the Chief Archivist of Lithuania.

Buyer

Seller

Sub-supplier

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 Algis Latakas