



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 (INTERNATIONAL) OPEN TENDER  
„PROCUREMENT OF OPERATIONAL DREDGING WORKS IN THE KLAIPĖDA STATE  
SEAPORT WATER AREA FROM PK-22 TO PK110A“**

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## 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 operational dredging works in the Klaipėda State Seaport water area from PK-22 to PK110a. 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 (international) 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 from project management department, 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 subject of this procurement is to procure operational dredging works in the Klaipėda State Seaport water area from PK-22 to PK110a in accordance with the technical specifications provided by the client. The preliminary scope of work under the contract is

- approximately 500,000 cubic meters. The specified quantity is preliminary, and the client does not undertake to purchase the entire specified preliminary scope of work.
- 2.2 Considering the specifics of the contract - the procurement involves the purchase of bottom cleaning works (one type of work) consisting of soil excavation works, therefore this procurement is not divided into parts. The offer must be submitted for the entire scope specified in the procurement conditions and the draft contract, without dividing it into smaller parts. Considering the subject of the contract, this procurement is not divided into parts.
  - 2.3 The tender must be submitted for the full scope of the draft contract on the procurement conditions, without any subdivision. Where, in describing the subject matter of the contract 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.
  - 2.5 The place of performance of the supplier's obligations is within the waters of the Klaipėda State Seaport.
  - 2.6 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 paragraph 4.3.
  - 2.7 Operational dredging works in the Klaipėda State Seaport water area from PK-22 to PK110a cannot be purchased from the Central Purchasing Organization (CPO), because such works are not performed in the CPO catalog.

### 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 9 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/espd-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 quality 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"> <li>1) Participating in, organising or directing a criminal association;</li> <li>2) Bribery, influence peddling;</li> <li>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;</li> <li>4) Criminal bankruptcy;</li> <li>5) A terrorist offence and an offence related to terrorist activities;</li> <li>6) Legalisation of criminal assets;</li> <li>7) Trafficking in human</li> </ol>	<p><b>Article 46(1) of the LPP</b></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"> <li>• An extract from the judgment, or</li> <li>• A certificate from the Information Technology and Communications Department under the Ministry of the Interior, or</li> <li>• 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.</li> </ul> <p>Entities established outside Lithuania shall be required to submit the following:</p> <ul style="list-style-type: none"> <li>• A document of the relevant foreign authority.</li> </ul> <p>The specified documents must be issued no earlier than <b>180 days</b> 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</p>

	<p>beings, the purchase or sale of a child;</p> <p>8) A crime committed by a supplier of another state, as defined in the legislation of 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 judgment of conviction has been issued and entered into force within the past 5 years against the head of the supplier, a member of another management or supervisory body or another person who has the right to represent or control the supplier, to make a decision on its behalf, to conclude a transaction, or against the person(s) who has the right to draw up and sign the supplier's financial accounting documents (in the case of simplified procurement - the head of the supplier, a member of another organization or its structural unit or against the person(s) who has the right 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</p>		<p>admissible during its period of validity.</p>
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	<p>or a <b>structural</b> 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>		
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 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 <b>structural</b> 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,</p>	<p><b>Article 46(3) of the LPP</b></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"> <li>• 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,</li> <li>• 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.</li> </ul> <p>Entities established outside Lithuania shall be required to submit the following:</p> <ul style="list-style-type: none"> <li>• A document of the relevant foreign authority.</li> </ul> <p>The specified documents must be issued no earlier than <b>120 days</b> 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</p>

	<p>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 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>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 <a href="http://draudejai.sodra.lt/draudeju_viesi_duomenys/">http://draudejai.sodra.lt/draudeju_viesi_duomenys/</a>.</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 (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"> <li>• A document of a competent authority of the respective foreign country.</li> </ul>
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			<p>The specified documents must be issued no earlier than <b>120 days</b> 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>
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.	<p><b>Article 46(4)(1) of the LPP</b></p> <p>ESPD, Part III, paragraph C10</p>	No documentary evidence shall be required from entities established in Lithuania. The submitted ESPD shall be sufficient.
3.2.4	<p>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.</p> <p>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.</p>	<p><b>Article 46(4)(2) of the LPP</b></p> <p>ESPD, Part III, paragraph C12</p>	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.	<p><b>Article 46(4)(3) of the LPP</b></p> <p>ESPD, Part III, paragraph C13</p>	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	<b>Article 46(4)(4) of the LPP</b>	No documentary evidence shall be required from entities established in

	<p>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.</p> <p>On this basis, the supplier shall also be excluded from the 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>	<p>ESPD, Part III, paragraph C15</p>	<p>Lithuania. The submitted ESPD shall be sufficient.</p> <p><b>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:</b></p> <p><a href="https://vpt.lrv.lt/lt/nuorodos/kiti-duomenys/powerbi/melaginga-informacija-pateikusių-tiekeju-sarasas-3/">https://vpt.lrv.lt/lt/nuorodos/kiti-duomenys/powerbi/melaginga-informacija-pateikusių-tiekeju-sarasas-3/</a></p>
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</p>	<p><b>Article 46(4)(5) of the LPP</b></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>

	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.		
3.2.8	<p>The Supplier has failed to perform a contract concluded in accordance with the LPP, 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</p>	<p><b>Article 46(4)(6) of the LPP</b></p> <p>ESPD, Part III, paragraph C14</p>	<p>No documentary evidence shall be required from entities established in Lithuania. The submitted ESPD 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><a href="https://vpt.lrv.lt/lt/nuorodos/kiti-duomenys/powerbi/nepatikimitiekejai-1/">https://vpt.lrv.lt/lt/nuorodos/kiti-duomenys/powerbi/nepatikimitiekejai-1/</a></p> <p><a href="https://vpt.lrv.lt/lt/pasalinimo-pagrindai-1/nepatikimu-koncesininku-sarasas-1/nepatikimu-koncesininku-sarasas">https://vpt.lrv.lt/lt/pasalinimo-pagrindai-1/nepatikimu-koncesininku-sarasas-1/nepatikimu-koncesininku-sarasas</a></p>

	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 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.	<b>Article 46(4)(7)(a) of the LPP</b>  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 <a href="https://www.registrucentras.lt/jar/p/index.php">https://www.registrucentras.lt/jar/p/index.php</a> as well as of the information published in the following information notice: <a href="https://vpt.lrv.lt/lt/naujienos-3/finansiniu-ataskaitu-nepateikimas-gali-tapti-kliutimi-dalyvauti-viesuosiuose-pirkimuose/">https://vpt.lrv.lt/lt/naujienos-3/finansiniu-ataskaitu-nepateikimas-gali-tapti-kliutimi-dalyvauti-viesuosiuose-pirkimuose/</a>
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 <sup>1</sup> (1) of the Law of the Republic of Lithuania on Tax Administration.	<b>Article 46(4)(7)(b) of the LPP</b>  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 <a href="https://www.vmi.lt/evmi/mokesciu-moketoju-informacija">https://www.vmi.lt/evmi/mokesciu-moketoju-informacija</a> .
3.2.11	The supplier has committed serious professional misconduct that causes the contracting entity to doubt	<b>Article 46(4)(7)(c) of the LPP</b>	No documentary evidence shall be required from entities established in Lithuania. The submitted ESPD shall be sufficient.

	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.	ESPD, Part III, paragraph C11	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: <a href="https://kt.gov.lt/lt/atviri-duomenys/diskvalifikavimas-is-viesuju-pirkimu">https://kt.gov.lt/lt/atviri-duomenys/diskvalifikavimas-is-viesuju-pirkimu</a> .
3.2.12	The supplier has not complied with the punitive measure imposed on it - a ban on a legal entity from participating in public procurement.	<b>Article 46(2<sup>1</sup>) of the LPP</b> ESPD, Part III, paragraph D2	No documentary evidence shall be required from entities established in Lithuania. The submitted ESPD shall be sufficient.

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 9 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
<b><i>Technical and professional capacity requirements</i></b>		
3.6.1	<p>The Supplier has performed port water area bottom cleaning and/or port water area bottom dredging works under one or more contracts within the last 5 years prior to the deadline for submission of the proposal, the total value of which is not less than 2,000,000.00 EUR excluding VAT.</p> <p>The Contracting Entity considers port water area bottom cleaning and/or port water area bottom dredging works to be the most important works.</p>	<p>The supplier must provide a list of works performed over the last 5 years, together with certificates from customers (both public and private), stating that the performance and final results of the most important works were appropriate. The certificates must indicate the value, date and place of the work, and whether the works were performed and completed in accordance with the requirements of the legal acts regulating the performance of the works and the procurement contract.</p> <p><u>A digital copy of the document* is provided.</u></p> <p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>1. If the offer 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 assumed by them;</li> <li>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;</li> <li>3. This requirement is not imposed on subcontractors.</li> </ol> <p>The 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 work performed by a specific economic entity participating in the public procurement, its scope and value, and not the entire object of the executed contract, must be assessed.</p>

		The interpretation of terms is specified in Chapter V.
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### 3.7. Requirements for environmental management measures:

Sq. Nr.	Requirements for environmental management measures	List of supporting documents
3.7.1	<p>The Supplier will apply environmental management measures during the period of performance of the procurement contract:</p> <p>The Supplier must have implemented an environmental management system EMAS or another environmental management system implemented in accordance with the standard LST EN ISO 14001 or other environmental management standards based on relevant European or international standards, which have been approved by certification bodies that comply with European Union legislation or relevant European or international certification standards.</p>	<p>Supplier's EMAS or LST EN ISO 14001 certificate, or other equivalent certificate issued by independent bodies.</p> <p><u>A digital copy of the document is provided*.</u></p> <p><b>Notes:</b></p> <p>1) if the offer is submitted by a group of economic entities – the requirement must be met by the member(s) of the group of economic entities, taking into account the obligations they assume to perform the purchase contract;</p> <p>2) the supplier may rely on the capacities of other economic entities, taking into account the obligations they assume to perform the purchase contract;</p> <p>3) subcontractors – must comply with the required environmental management measures, taking into account the obligations they assume to perform the purchase contract;</p> <p>4) this requirement applies to all entities that will perform the port water area bottom cleaning works.</p>

3.8. 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).

3.9. 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.

**3.10. 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.

3.11. 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

### **3.12. Mandatory requirements:**

3.12.1 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(4<sup>1</sup>) 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.

3.12.2. The provisions of the Regulation\*\* apply to the procurement. Together with the offer, the supplier must submit a completed declaration on (non)compliance with the provisions of the Regulation\*\* (Annex 3 to the procurement documents). In case of doubts regarding the supplier's (non)compliance with the provisions of the Regulation\*\*, the contracting entity will request the potential winner to submit documents proving the correctness of the data provided in the declaration.

3.12.3 Having established that the subcontractor or economic entity used by the supplier, whose capacities are relied upon, meets the restrictions set out in Article 5k of the Regulation\*\*, the contracting entity shall require the supplier to replace them with other entities that meet the requirements of the procurement conditions.

3.12.4. The Supplier and persons managing the services or works of the economic entities engaged by the Supplier, whose capacities are relied upon, and subcontractors (subsuppliers, subcontractors), who will require the right to unescorted access to facilities or assets important for ensuring national security managed by Klaipėda State Seaport Authority AB for the purposes of the Contract performance, must meet the criteria specified in Article 17(2) of the Law of the Republic of Lithuania on the Protection of Objects Important for Ensuring National Security. In order for AB KVJUD to be able to start the verification procedures of the aforementioned persons in advance (which may be completed even after the signing of the Contract), the consents of the persons managing the services or works of the Suppliers, economic entities whose capacities are relied upon, and subcontractors

(subcontractors, subcontractors) who will require the right to access unescorted facilities or assets important for ensuring national security managed by AB Klaipėda State Seaport Authority to be inspected, as well as information and documents confirming that there are no circumstances specified in Article 17, paragraph 2, paragraphs 3, 7 and 9 of the Law on the Protection of Objects Important for Ensuring National Security of the Republic of Lithuania (the aforementioned documents will be requested to be submitted by the potential winner), must be submitted within the deadlines specified in the procurement documents before the signing of the Contract. At the request of AB KVJUD, the supplier must also submit additional documents necessary to assess whether the aforementioned persons comply with Article 17, paragraph 2, paragraph 3, of the Law on the Protection of Objects Important for Ensuring National Security of the Republic of Lithuania. requirements (documents must be issued no earlier than 60 days before the date on which the potential winner must submit the documents). If the document was issued earlier, but the validity period specified therein is longer than the deadline for submission of offers, such a document is acceptable during its validity period. The supplier must assess all costs related to this verification procedure. If the persons managing the proposed services or works do not meet the criteria specified in Article 17, paragraph 2 of the Law on the Protection of Objects Important for Ensuring National Security of the Republic of Lithuania, they may be replaced by other persons. During the performance of the contract, the aforementioned persons may be replaced by other persons only if they meet the requirements of Article 17, paragraph 2 of the Law on the Protection of Objects Important for Ensuring National Security of the Republic of Lithuania.

**AB KVJUD will ask the potential winner to provide the information specified in Article 17, Paragraph 2, Items 3, 7 and 9 of the Law on the Protection of Objects Important for Ensuring National Security of the Republic of Lithuania and supporting documents issued by competent authorities (Article 17, Paragraph 2, Items 1, 2, 4, 5, 6, 8, 10 and 11 AB KVJUD will verify it itself by contacting the relevant authorities):**

1. a certificate from an authorized institution that the person has not been recognized as incapacitated or limitedly active in any area or is subject to compulsory medical measures. **(The certificate of Lithuanian suppliers is issued by the Center of Registers or the relevant documents of a foreign supplier from a Member State or a third country).**
2. a certificate that the person has not been registered with a healthcare institution due to alcoholism or drug addiction in the last 3 years. **(The certificate of Lithuanian suppliers is issued by the Center for Addictive Diseases or the relevant documents of a foreign supplier from a Member State or a third country).**
3. a certificate that the person does not have mental disorders that could pose a threat to the security of the infrastructure of strategic importance for ensuring national security specified in Annex 4, Item 1 of the Law on the Protection of Objects Important for Ensuring National Security of the Republic of Lithuania. **(The certificate of the Lithuanian supplier is issued by the Mental Health Center or the relevant documents of the foreign supplier of a Member State or third country).**
4. together with the specified documents, please submit the written consent(s) of Vardenis Pavardenis (managing person) (Annex 8 of the procurement documents) that during the period of contract implementation he (they) agrees to be inspected by the authorized and competent institutions specified in the Law for compliance with the requirements of the Law. The submitted documents must be issued no earlier than 60 days before the date on which they will have to submit the supporting documents.

#### **Notes:**

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

\*\* Regulation – Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine.

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 **2 nd June 2026, 09:00 AM**.

6.5. The price of the fixed preliminary quantity price package indicated in the offer shall be given in euros, to two decimal places. When calculating the fixed rates/fixed preliminary quantity price package, all requirements of the procurement conditions, including the draft procurement contract (Annex 10) and its annexes, must be taken into account. The fixed preliminary quantity price package price of the offer must include all taxes and all costs of the supplier, covering everything necessary for the full and proper performance of the procurement contract. The total price of the offer must be entered in words.

The final bid price proposed by the supplier is used only for comparing bids with each other, and during the execution of the contract, a maximum of EUR 5,895,000.00 excluding VAT (EUR 7,132,950.00 including VAT) will be purchased (which will be specified when signing the contract). The quantity specified in the draft contract is preliminary and the customer is not obliged to purchase the entire specified preliminary quantity of works.

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 offer consists of the documents submitted by the supplier in electronic form and the responses via the CPP IS:**

6.15.1. a completed offer form prepared in accordance with the form of Annex 1 to these conditions (attached). The supplier indicates in the offer form (Annex 1): the name and surname of the specialist who will manage the work. A digital copy of the document is provided\*;

6.15.2. a completed and signed declaration of the supplier of the procurement conditions about the supplier, its subcontractors, economic entities on whose capacities it relies (Annex 2 to the procurement documents). A digital copy of the document is provided\*;

6.15.3. the supplier must submit a completed declaration of conformity (non-)compliance with the Regulation\*\* (Annex 3 to the procurement documents) completed by the supplier, subsupplier or economic entity whose capacities are relied on (except for quasi-subsuppliers). A digital copy of the document is provided\*;

6.15.4. a completed and signed Annex 9 to the procurement conditions "European Single Procurement Document (ESPD)", which must be completed and submitted in electronic form by each member of the group of suppliers. If the supplier has indicated in the tender that it intends to use economic entities whose capacities are relied on, the supplier must submit in the tender, together with the supplier's ESPD, the ESPD of these entities confirming that there is no reason to exclude them from the procurement due to the requirements specified in paragraphs 3.2, 3.6 and 3.7 of the procurement documents. A digital copy of the document is provided\*;

6.15.5. Joint activity agreement in electronic form or a duly certified copy thereof (if the offer is submitted on the basis of joint activity), a commitment (declaration) of the subcontractor/subsupplier/subprovider planned to be used for the performance of the agreement and the economic entity whose capacities are relied on, a letter of intent or other documents proving that the subcontractor/subsupplier/subprovider planned to be used for the performance of the agreement and the economic entity whose capacities are relied on have the necessary resources and they will be available throughout the entire period of performance of the contractual obligations (if it is intended to use subcontractors/subsuppliers/subproviders planned to be used for the performance of the agreement and the economic entities whose capacities are relied on). A digital copy of the document is provided\*;

6.15.6. a digital copy of the power of attorney or other document (e.g. job description) granting the right to sign the supplier's offer (applicable when the offer is approved by signature not by the head of the company, but by an authorized person). A digital copy of the document is provided\*.

## 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 11 calendar days before the deadline for submission of offers. AB KVJUD responds to the received request no later than 6 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 6 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 6 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.

8.9. **Suppliers can inspect the facility in person until 22 May 2026, 4:00 p.m. Suppliers wishing to inspect the facility before the specified date must contact the project manager, tel.: 046 499762. During the inspection of the facility, only the facility will be shown, questions regarding the facility will not be answered, suppliers will have to/can submit any questions**

that arise during the inspection of the facility (if any) via CPP IS messages, the meeting will not be recorded.

## **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, **2 nd June 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 price. The most economically advantageous offer is considered to be the lowest price offer for the fixed preliminary quantity price package. During the evaluation of offers, the sum of the fixed prices multiplied by the preliminary quantities will be evaluated. The prices indicated in the offers will be evaluated in euros including VAT.**

10.1.3. After the ESPD verification and bid evaluation procedures, and before determining the winning bid, AB KVJUD requests only the supplier whose bid is the most economically advantageous (before determining the order of bids) to submit the documents specified in clauses 3.2, 3.6, 3.7 and 3.12 (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 3.12 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, 3.7 and 3.12 (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).

Documents submitted in accordance with the requirements of paragraph 3.7 of the procurement documents "Requirements for environmental management measures" must contain information relevant to the date of submission of the offer (documents confirming the requirements for environmental management measures may be issued after the envelopes are opened, in which case the supplier must submit confirmation from the certification company that the system has already been implemented by the deadline for submission of offers, i.e. certification confirmation has been performed, e.g. if the certification procedure has been completed by the date of submission of the offer, and the certificate is issued after the deadline for submission of offers, the supplier is considered to comply with the requirement).

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.

**10.1.4. 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).**

10.1.5. 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.

10.1.6. 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.

10.1.7. Having examined, evaluated and compared the submitted offers, AB KVJUD determines the order of offers (except in cases where only one supplier submits an offer or only one supplier remains after evaluating the offers), which includes the non-rejected offers. The order of offers is determined in descending order of economic efficiency (the offer with the lowest price offer for the fixed preliminary quantity price package is considered the most economically advantageous offer). If the economic efficiency of several submitted offers is the same, when determining the order of offers, the supplier whose offer was submitted by the CPP IS means the earliest is entered in this order.

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. REASONS FOR REJECTING THE PROPOSALS**

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

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

11.1.2. 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;

11.1.3. 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);

11.1.4. 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;

11.1.5. 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 (3.7 paragraph), 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;

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

11.1.6. pasiūlymas neatitinka pirkimo dokumentuose nustatytų reikalavimų;

11.1.7. 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.

11.1.8. 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;

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

11.1.10. 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.

11.1.11. 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.

11.1.12. the supplier did not submit the supplier's declaration required by paragraph 3.12.1 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.

11.1.13. Upon request by AB KVJUD to submit the documents required for verification under Article 58 part 4<sup>1</sup> of the Law on Procurement in the Utility Sector (according to paragraph 3.12.1 of the procurement documents), it did not submit the documents required for verification under Article 58 part 4<sup>1</sup> of the Law on Procurement in the Utility Sector (if requested), or the documents submitted (if requested) did not comply with Article 58 part 4<sup>1</sup> of the Law on Procurement in the Utility Sector.

11.1.14. The supplier, in addition to the tender, has not submitted the required declaration(s) of (non-) compliance with the provisions of the Regulation\*\* (Annex 3 to the procurement documents) of the supplier who submitted the tender, of the sub-supplier or of the economic operator whose capacities are relied upon (except for quasi sub-suppliers) in accordance with paragraph 3.12.2 of the procurement documents, and when requested by AB KVJUD to provide the declaration(s) (Annex 3 to the procurement documents) of the supplier who submitted the tender, of the sub-supplier or of the economic operator whose capacities are relied upon (except for quasi sub-suppliers), has failed to do so.

11.1.15. After AB KVJUD requested the supplier (and, where appropriate, the sub-supplier or the economic operator whose capacities are relied upon (except for quasi sub-suppliers)) to provide the documents referred to in paragraph 3.12.2 of the procurement documents proving the correctness of the data provided in the declaration of (non-)compliance with the provisions of the Regulation\*\* (Article 52(3) of the Law on Procurement in the Utilities Sector), the supplier failed to provide the documents, or the submitted documents were not in conformity.

11.1.16. The supplier's tender does not comply with the requirement of paragraph 3.12.3 of the procurement documents and, after the request of AB KVJUD, the supplier has not replaced the sub-suppliers or the economic operators used by the supplier with other economic operators that comply with the requirements of the procurement conditions.

11.1.17. The supplier submitting the tender complies with the circumstances provided for in Article 17(2) of the Law of the Republic of Lithuania on the Protection of Objects Critical for National Security, or has failed to submit the documents required by paragraph 3.12.4 of the procurement documents, or, after the request of AB KVJUD, has failed to clarify the inaccurate or incomplete data submitted by means of the CPP IS.

11.1.18. 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.

11.2. 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.

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

11.4. 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.

## **XII. DETERMINATION OF THE WINNER AND INFORMING ABOUT THE PROCUREMENT PROCEDURE RESULTS**

12.1. 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.

12.2. 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:

- 12.2.1. The summary of respective information indicated in Point 12.3, which was not yet submitted during the procurement procedure;
- 12.2.2. 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);
- 12.2.3. 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);
- 12.2.4. The precise period of postponement (no sooner than after 10 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.
- 12.3. 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:
- 12.3.1. 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;
- 12.3.2. 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.
- 12.4. In the cases indicated in Points 12.2-12.3 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.
- 12.5. 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.
- 12.6. 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.
- 12.7. 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.
- 12.8. AB KVJUD shall have an obligation to familiarize only the interested suppliers with the proposal or application of the winning supplier.

### XIII. SUBMISSION AND REVIEW OF CLAIMS AND APPEALS

13.1. 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:

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

13.1.2. The reimbursement of damages;

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

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

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

13.2. 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.

13.3. 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.

13.4. 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):

13.4.1. 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;

13.4.2. 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.

13.5. 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.

13.6. 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.

13.7. 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.

13.8. 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.

13.9. 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.

13.10. 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.

13.11. 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.

#### XIV. TERMS OF THE PURCHASE CONTRACT

14.1. 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.

14.2. The terms of the purchase contract are specified in the submitted draft contract (Annex 10).

14.3. The contract will be signed with the supplier who will submit the lowest price of the fixed preliminary quantity price package in EUR including VAT and will not have the grounds for exclusion set out in paragraph 3.2 of the terms of purchase, will meet the qualification requirement specified in paragraph 3.6 of the terms of purchase and will satisfy the mandatory requirements specified in paragraph 3.12.

14.4. The purchase contract will be concluded for an amount of up to 5,895,000.00 EUR excluding VAT (7,132,950.00 EUR including VAT), according to the prices of the fixed preliminary quantity price package.

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

15.1. The contract is subject to a fixed rates calculation method.

15.2. The price calculation and payment for the services provided are specified in the submitted draft contract (Annex 10).

15.3. AB KVJUD provides for direct settlement with economic entities whose capacities are relied upon, as well as subcontractors/subsuppliers.

#### XVI. ENCODING OF PROPOSALS

16.1 The offer submitted by the supplier may be encrypted. The supplier, having decided to submit an encrypted offer, must:

16.1.1 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](https://vpt.lrv.lt/uploads/vpt/documents/files/LT_versija/CVP_IS/Mokymu_medziaga/Tiekejams/Uzsifravimo_instrukcija.pdf)

16.1.2 **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).

16.2 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).

## PROPOSAL FORM

**FORM FOR THE (INTERNATIONAL) OPEN TENDER „PROCUREMENT OF OPERATIONAL DREDGING WORKS IN THE KLAIPĖDA STATE SEAPORT WATER AREA FROM PK-22 TO PK110A“**

\_\_\_/\_\_\_/2026

Supplier's name and code <i>(in the case of a group of suppliers, the names and codes of all partners are provided)</i>	
Supplier's address <i>(in the case of a group of suppliers, the addresses of all partners are provided)</i>	
Person authorised by the Supplier to sign the tender	
Authorized representative of the Supplier for communicating regarding the submitted proposal.	
Supplier's email address	

We confirm that we accept all the terms of the procurement documents.

**The fixed tender price offered by us:**

No	Title of works	Unit of measurement	Quantity	Unit price Eur without VAT	Total price, Eur excluding VAT
1	2	3	4	5	6
1.	Price for excavation of 1 m <sup>3</sup> of soil in the port area from PK-22 to PK110a within 15 m of the berth line, at the LNG terminal berth - excavation of soil within 5 m, including transportation to the nearest landfill. The price for excavation of 1 m <sup>3</sup> of soil shall include: excavation of the soil, transportation to the nearest landfill (according to the attached scheme), removal and disposal of technogenic debris (ropes, cables, chains, nets, anchors, scrap metal, debris, tyres, wooden piles and other sunken objects), downtime, supervision of the Works (bathymetric measurements by the Contractor) and the operating costs of the Contractor's equipment.	m <sup>3</sup>	40 000		

2.	<p>The cost of excavation of 1 m<sup>3</sup> of soil for the works in the port water area from PK-22 to PK110a within 15 m of the berth line, at the LNG terminal berth – excavation of soil within 5 m, including beach replenishment. The price for excavating 1 m<sup>3</sup> of soil includes: excavation of soil, beach replenishment (along the Melnragė–Giruliai coastline between 2.6 km and 3.0 km north of the axis of the Port of Klaipėda entrance, between 55°45'036" and 55°45'324", between the 4 m and 7 m isobaths) (the location for soil disposal is specified in the permits issued by the Environmental Protection Agency for soil excavation and removal works), the removal and disposal of technogenic debris (ropes, cables, chains, nets, anchors, scrap metal, debris, tyres, wooden piles and other sunken objects), demurrage, supervision of the Works (bathymetric measurements by the Contractor) and the operating costs of the Contractor's equipment.</p>	m <sup>3</sup>	55 000		
3.	<p>The cost of excavation of 1 m<sup>3</sup> of soil for the works in the port water area from PK-22 to PK110a within 15 m of the berth line, at the LNG terminal berth – excavation of soil within 5 m, including beach replenishment. The price for excavating 1 m<sup>3</sup> of soil includes: excavation of soil, beach replenishment (the disposal of soil in the foreshore area near I Melnragė at a depth of 2.0–3.5 m, in a section approximately 50–700 m north of the northern breakwater of the Port of Klaipėda) (the location for soil disposal is specified in the permits issued by the Environmental Protection Agency for soil excavation and removal works), the removal and disposal of technogenic debris (ropes, cables, chains, nets, anchors, scrap metal, debris, tyres, wooden piles and other sunken objects), demurrage, supervision of the Works (bathymetric measurements by the Contractor) and the operating costs of the Contractor's equipment.</p>	m <sup>3</sup>	55 000		

4.	The cost of excavation of 1 m <sup>3</sup> of soil for the works in the port area from PK-22 to PK110a within 15 m of the berth line, at the LNG terminal berth - excavation of the soil within 5 m, including transportation to a remote landfill. The price for excavation of 1 m <sup>3</sup> of soil shall include: excavation of the soil, transportation to the furthest landfill (according to the attached scheme), removal and disposal of technogenic debris (ropes, cables, chains, nets, anchors, scrap metal, debris, tyres, wooden piles and other sunken objects), downtime, supervision of the Works (bathymetric measurements by the Contractor) and the operating costs of the Contractor's equipment.		250 000		
5.	The cost of excavation of 1 m <sup>3</sup> of soil for the Works in the port water area from PK-22 to PK110a within 15 m of the berth line, at the LNG terminal berth - excavation of soil within 5 m, including transport to the alternative deep-water landfill. The price for excavation of 1m <sup>3</sup> of soil shall include: excavation of the soil, transportation to the alternative deep-water landfill (according to the attached scheme), removal and disposal of technogenic debris (ropes, cables, chains, nets, anchors, scrap metal, debris, tyres, wooden piles and other sunken objects), downtime, supervision of the Works (bathymetric measurements by the Contractor) and the operating costs of the Contractor's equipment.		100 000		
6.	The actual costs of mobilisation and demobilisation of the excavation equipment to carry out the Works (where the excavation equipment is to be mobilised from another port to the Port of Klaipėda). The Contractor must mobilize the necessary excavation equipment for the Works between July and September 2026.No payment will be made for the cost of mobilising and demobilising additional excavation equipment or replacing excavation equipment with another piece of equipment.	Pc.	1		
			<b>Total (excluding VAT):</b>		

VAT at 21%	
Total including VAT (Agreement price and VAT amount):	

(Total amount of the tender in words, EUR incl. VAT and all costs and taxes)

The tender price shall include all taxes payable by the Supplier and all costs incurred by the Supplier in connection with the performance of the Procurement Contract.

**Note:** The total value of the goods, services and works to be provided by the supplier, the partners in the group of suppliers, the economic operators whose capacities are relied on and the sub-suppliers whose capacities are not relied on must correspond to the total amount of the tender in EUR, excl. VAT.

**NOTE.**

If the qualifications for the right to pursue the activity in question have not been checked or have not been checked in full, we undertake that the Procurement Contract will be performed only by persons who have such right.

In the case of a tender submitted by a group of suppliers under a joint operating agreement: we agree that the provisions referred to in clause 4.3 of the procurement documents will be added to the Contract at the time of signature.

The tenderer must disclose in the tender the economic operators whose capacities it relies on and indicate for which part of the Contract, and which sub-contractors/sub-suppliers/sub-providers whose capacities it does not rely on, if known, it intends to use.

Information on the economic operators whose capacities are relied upon for the purposes of meeting the qualification requirements and the performance of the Procurement Contract:

*Table No 3*

No	Name, code and address of the economic operator	Qualification requirement for which the capacities of another economic operator will be used	The part of the Contract to be handed over to the economic operator (specific works, services) (if handed over)
1.			
2.			

Information on the specialists and/or experts (quasi-suppliers) who will be **relied upon** to prove the Supplier's qualifications and to perform the Procurement Contract:

*Table No 4*

No	Name and surname	The proposed managing representative who, for the purposes of the Contract, will require unescorted access to facilities or assets of national security importance owned by JSC Klaipėda State Seaport	The specialist/expert is part of the Supplier's staff at the time of the submission of the tender ("YES"/"NO")

		<b>Authority.</b>	
1.			
2.			

Information on sub-contractors/sub-suppliers/sub-providers to be used for the performance of the Contract, whose capacities are not relied upon:

*Table No 5*

No	Name, code and address of the sub-contractor/sub-supplier/sub-provider	The part of the Contract transferred for the performance to the sub-contractor/sub-supplier/sub-provider (specific works, services)
1.		
2.		

Confidential information provided in our tender includes:

*Table No 6*

No	Titles of documents (or parts thereof)
1.	
2.	

Note: If the tenderer does not complete this table and/or does not indicate "confidential" in the name of the file, JSC KSSA shall consider that the tender submitted by the tenderer does not contain confidential information.

The following documents shall be submitted with the tender:

*Table No 7*

No	Document titles
1.	
2.	

The tender is valid for 90 days after the closing date for submission of tenders.

\_\_\_\_\_  
*Position of the tenderer or his authorised person      Signature                      Name and surname*

Note: This document shall be signed by the company manager or their authorised representative.

**SUPPLIER'S DECLARATION CONCERNING THE SUPPLIER, ITS SUB-SUPPLIERS,  
ECONOMIC OPERATORS WHOSE CAPACITIES ARE RELIED UPON**

**OPEN (INTERNATIONAL) PROCUREMENT  
CONSTRUCTION OPERATIONS OF "PROCUREMENT OF OPERATIONAL DREDGING WORKS  
IN THE KLAIPĖDA STATE SEAPORT WATER AREA FROM PK-22 TO PK110A"**

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Place)

**Joint Stock Company Klaipėda State Seaport Authority**  
(Addressee)

I, \_\_\_\_\_ (title and  
full name of the Supplier's manager or their authorised representative)

declare that the services/goods/works offered by us do not constitute a threat to national security as defined in the Law on Public Utilities Procurement and confirm that there are no circumstances/conditions as referred to in Article 58(4)<sup>1</sup> of the Law on Public Utilities Procurement 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(4)<sup>1</sup> of the Law on Public Utilities Procurement.

**We undertake to provide, at the request of the Contracting Entity, documents (one or more) confirming the information given in this declaration:**

a copy of the instruments of incorporation of the legal entity certified by its manager, an extended extract from the Register of Legal Entities with a history, an extract from the Information System for Participants in Legal Entities, a copy of the personal identity document (personal identity card or passport), a copy of the authorisation to engage in the relevant economic activity (e.g., a copy of a business license, individual activity certificate, etc.), a statement of the declared place of residence, or the relevant documents of a Member State or a third country, or any other documents acceptable to the Contracting Authority. Documents in which their validity period is not specified shall be issued or printed from the information system not earlier than 3 months before the date on which the Supplier must produce the documents on request of the Contracting Authority.

**We confirm that:**

- the goods (including packaging) we offer do not originate from, or the services we provide do not originate from, the countries or territories specified in the list provided for in Article 92(15) of the Law on Public Procurement;
- the supplier, his sub-supplier, the economic operator whose capacities are relied upon are not engaged in activities in the countries or territories referred to in the list provided for in Article 92(15) of the Law on Public Procurement or are not members of a group of economic operators any of whose members are not engaged in activities in the countries or territories referred to in the list provided for in Article 92(15) of the Law on Public Procurement, or its manager, other member of the management or supervisory body, or other person(s) having the right to represent or control the supplier, sub-provider, economic operator whose capacities are relied upon, to take a decision on its behalf, to conclude a transaction, and does not participate in the activities of such groups of economic operators and/or of economic operators.

\_\_\_\_\_  
(Job title of the Supplier or its  
authorised representative)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and surname)

\*This declaration must be signed by the head of the company or a person authorised by them

Emblem or trademark  
(Name of supplier)

(Legal form of a legal entity, registered office, contact information, name of register collecting and storing the supplier's data, its name, legal entity's code, code of value added tax payer, if the legal entity is a payer of value added tax)

\_\_\_\_\_  
(Addressee (contracting authority))

**SUPPLIER'S DECLARATION**

\_\_\_\_\_  
No \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Place of conclusion)

I, \_\_\_\_\_,  
(Position, first name and surname of the head of the supplier or their representative)

certify that \_\_\_\_\_ managed (represented) by me,  
(Name of supplier)

taking part in \_\_\_\_\_  
(name of contracting authority)

in the implemented \_\_\_\_\_  
(Name of the object of contract, purchase number)

announced on \_\_\_\_\_,  
(Date of announcement)

is not influenced by Russia as provided in **Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine**, in the limitations provided in article 5k. Firstly, I declare that:

(a) the company that I represent (and none of the companies that are members of our consortium) is not founded in Russia;

(b) the company that I represent (and none of the companies that are members of our consortium) is not a legal entity, subject or institution, where more than 50 % of ownership directly or indirectly belongs to the entity indicated in point a) of the present declaration;

(c) neither me, nor the company represented by me are not a natural or legal entity, subject or organization acting on the behalf or under the direction of the subject indicated in point a) or b) of the present declaration;

d) the contract will not be assigned to implement by a subcontractor(s) or another subject(s), used by the subjects indicated in points a) or b) or c) of the present declaration.

\_\_\_\_\_  
(Position of supplier or their authorized representative)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(First name and surname)

*If the declaration is signed by the supplier's authorized representative, the power of attorney must be submitted together with the application*

(Supplier's name)

(First name, surname, contact of natural entity, name of register collecting and storing supplier's data)

\_\_\_\_\_  
(Addressee (contracting authority))

**SUPPLIER'S DECLARATION**

\_\_\_\_\_  
(Date) No \_\_\_\_\_

\_\_\_\_\_  
(Place of conclusion)

I, \_\_\_\_\_,  
(Position, first name and surname of the head of the supplier or their representative)

certify that \_\_\_\_\_ managed (represented) by me,  
(Name of supplier)

taking part in \_\_\_\_\_  
(name of contracting authority)

in the implemented \_\_\_\_\_  
(Name of the object of contract, purchase number)

announced on \_\_\_\_\_,  
(Date of announcement)

am not influenced by Russia as provided in **Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine**, in the limitations provided in article 5k. Firstly, I declare that:

(a) I am not a citizen of Russia and I am not based in Russia;

(b) I am not acting on the behalf or under the direction of the subject indicated in point a) of the declaration;

(c) the contract will not be assigned to implement by a subcontractor(s) or another subject(s), used by the subjects indicated in points a) or b) of the present declaration.

\_\_\_\_\_  
(Position of supplier or their authorized representative)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(First name and surname)

*If the declaration is signed by the supplier's authorized representative, the power of attorney must be submitted together with the application*

**Requirements for securing the performance of a Contract (for the supply of goods, provision of services, or performance of works)**

<p><b>1. An acceptable method (one of the following)</b></p>	<p>1. a bank guarantee (a requirement for the issuing bank (or its parent bank) is to have a long-term credit rating of at least: Standard &amp; Poor's BBB+, Moody's Baa1, or Fitch BBB+). The parent bank whose ratings are used as a basis must hold at least 90 percent of the shares in the bank issuing the document; 2. a guarantee issued by an insurance company (a requirement for the issuing insurance company or its controlling shareholder (who owns more than 50% of all shares) is to have a long-term credit rating of at least: Standard &amp; Poor's BBB+, Moody's Baa1, or Fitch BBB+). 3. deposit.</p>
<p><b>2. Contract performance security amount</b></p>	<p>10% of the initial Contract value (if the initial Contract value is adjusted, a Contract Performance Security Document must be provided for the adjusted security amount).</p>
<p><b>3. Validity period of the Contract Performance Security Document</b></p>	<p>A period of at least 30 days longer than the deadline for the delivery of goods (provision of services, or performance of works), including all possible extensions provided for in the Contract, and until the Supplier (Seller/Contractor) has fully fulfilled its contractual obligations.</p>
<p><b>4. Extension of the validity period of the Contract Performance Security Document</b></p>	<p>In the event of an extension of the deadline for the 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 extension of the deadline for the delivery of goods (provision of services or performance of works) is extended, plus an additional 30 days, if the validity period of the Contract Performance Security Document does not cover the extended delivery period (provision of services/performance of works) and the additional 30 days (see clause 3). If the deadline for the delivery of goods (provision of services/performance of works) cannot be extended (e.g., it has already expired), the validity period of the Contract Performance Security Document must be extended for the period during which the Seller (Supplier, Contractor) plans to deliver the goods (provide the services or perform the works) and for an additional 30 days. If the validity period of the Contract Performance Security Document is not extended, KSSA has the right to suspend payments under the Contract.</p>
<p><b>5. Deadline for submitting a Contract Performance Security Document or paying a deposit into the KSSA account</b></p>	<ul style="list-style-type: none"> <li>- No later than 10 business days after the Contract is signed.</li> <li>- When the initial Contract value is adjusted – no later than 10 business days from the date of the agreement to adjust the Contract value.</li> <li>- When the validity period of the Contract Performance Security Document is extended, no later than 10 business days before the expiration of the validity period of the submitted Contract Performance Security Document.</li> </ul>
<p><b>6. Content of the Contract Performance Security Document (scope)</b></p>	<p>The document must state that:</p> <ul style="list-style-type: none"> <li>1. it is irrevocable, unconditional, and payable on demand;</li> <li>2. it applies to all obligations of the Supplier (Seller, Contractor) under the Contract;</li> <li>3. it includes fines, late fees, interest, or other amounts reasonably required from the Supplier (Seller, Contractor) under the Contract;</li> <li>4. the security amount shall be paid to the KSSA no later than 15</li> </ul>

	<p>calendar days after the KSSA's first written notice to the entity that issued the document, specifying the amount due;</p> <p>5. the document may not contain any other conditions regarding the payment of the required amount to KSSA;</p> <p>6. the laws of the Republic of Lithuania shall apply, and disputes shall be resolved in the courts of the Republic of Lithuania;</p> <p>7. The rules of the entity that issued the Performance Security Document shall apply to the extent that they do not conflict with the terms of the Contract and the procurement documents;</p> <p>8. When the performance of the Contract is secured by a written guarantee from an insurance company, a copy of the document proving payment and a signed insurance certificate (policy) (if applicable) must be submitted along with the Performance Security Document.</p>
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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: <sup>1</sup> \_\_\_\_\_

Please provide the physical address of your organisation:<sup>2</sup> \_\_\_\_\_

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

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

<sup>2</sup> **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)<sup>3</sup>:

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)?

<sup>3</sup> **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)?<sup>4</sup>

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?

\_\_\_\_\_

<sup>4</sup> **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 tenders<sup>5</sup>.

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*

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<sup>5</sup> 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 content<sup>6</sup>.

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 prices<sup>7</sup> 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

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<sup>6</sup> 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.*

<sup>7</sup> 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.

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## TRIPARTITE SETTLEMENT AGREEMENT

/ /20

**State Enterprise Klaipėda State Seaport Authority**, legal entity code 240329870, represented by its Director General Algis Latakas, acting in accordance with the company's Articles of Association, (hereinafter - the Buyer),

....., legal entity code ....., represented by....., acting according to ..... (hereinafter - the Seller), and

....., legal entity code ....., represented by....., acting according to ..... (hereinafter - the Sub-supplier), the Buyer, the Seller and the Sub-supplier are hereinafter collectively referred to as the Parties and each individually as a Party,

**considering that:**

a) The Buyer and Seller on / /20 entered into an (*Name of the Agreement*) agreement No. (.....), (hereinafter - the Agreement);

b) The Seller has engaged a Sub-supplier to provide goods in accordance with the procurement documents and procedures set out in the Agreement (*specify the part of the services to be performed by the Sub-supplier*);

c) The Buyer has informed the Sub-supplier in writing of the possibility to pay directly to the Sub-supplier for the goods and the Sub-supplier has informed in writing of its willingness to use this option;

d) being aware that the Buyer is not aware of the terms of the subcontracting agreement between the Seller and the Sub-supplier and the Seller is not and cannot be bound by them;

e) confirming that the conclusion of this Agreement and the direct settlement with the Sub-supplier hereunder shall not result in any increase in the price for the goods to be provided by the Sub-supplier under the Agreement, or in the price of the goods to be provided by the Seller that include the goods to be provided by the Sub-supplier under the Agreement, or in the total Agreement Price,

have entered into this Tripartite Settlement Agreement (hereinafter - the Tripartite Agreement) for the purpose goods to be provided by the Sub-supplier in connection with the Agreement:

### I. SETTLEMENT PROCESS

1. The advance payment is not payable to the Sub-supplier.  
2. The amounts payable to the Sub-supplier for goods shall be based on the quantity and value of the goods actually provided by the Sub-supplier, as set out in the Goods Transfer-Acceptance Act 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 Agreement, when submitting to the Buyer for signature the Goods Transfer-Acceptance Act for the goods provided, which includes the goods provided by the Sub-supplier, shall be obliged to further coordinate such Goods Transfer-Acceptance Act with the Sub-supplier prior to submission to the Buyer. The Goods Transfer-Acceptance Acts for the provided goods which do not transfer the goods provided by the Sub-supplier, shall not be submitted to the Sub-supplier for coordination. The Sub-supplier shall, upon receipt of the Goods Transfer-Acceptance Act from the Seller, be obliged to coordinate it and return it after signing it to the Seller no later than 3 (three) working days after the date of submission of such documents.

4. If the Buyer is provided with the Goods Transfer-Acceptance Act for the goods provided which has not been agreed with the Sub-supplier and which transfers the goods provided by the Sub-supplier, the Buyer shall return the Goods Transfer-Acceptance Act for the goods provided to the Seller for the reconciliation steps envisaged with the Sub-supplier. The Seller shall

be responsible for coordination of the Goods Transfer-Acceptance Act for the goods provided with the Sub-supplier and submitting it to the Buyer on time in accordance with the Agreement.

5. If the Sub-supplier fails to agree with the Seller the Goods Transfer-Acceptance Act within the time specified, the Sub-supplier shall be deemed to have waived direct payment under the Goods Transfer-Acceptance Act, in which case all sums payable to the Sub-supplier directly under such act shall be payable by the Sub-supplier to the Seller, and the obligation to pay the Sub-supplier for such goods shall be the responsibility of the Seller.

6. The Seller, by signing the Goods Transfer-Acceptance Act for the goods provided, as agreed with the Sub-supplier, confirms that it does not object to the payment to the Sub-supplier of the amount specified in the Goods Transfer-Acceptance Act, and the Sub-supplier confirms that the amount to be paid to the Sub-supplier as specified in the Goods Transfer-Acceptance Act is in accordance with the terms and conditions of the Agreement concluded by the Seller and the Sub-supplier.

7. In the Goods Transfer-Acceptance Act for the goods provided by the Seller to the Buyer and coordinated with the Sub-supplier, the amounts payable must be indicated (set off) as follows:

7.1. in case of an advance payment paid to the Seller under the Agreement, the percentage of the advance payment paid to the Seller corresponding to the percentage of the advance payment paid to the Seller under the Agreement shall be deducted from the total amount payable as indicated in the act. Any part of the advance payment paid to the Seller and not deducted from previous interim payments shall be deducted from the last amounts payable to the Seller;

7.2. if part of the amount payable to the Seller under the Agreement is withheld, the amount withheld by the Buyer and the Seller at the percentage specified in the Agreement shall be deducted from the total amount payable as stated in the act for the purpose of rectifying possible defects and other deficiencies and for the purpose of covering possible damages;

7.3. the remaining amount payable shall be allocated between the Seller and the Sub-supplier in accordance with the terms of the subcontract between the Seller and the Sub-supplier and the services actually provided by the Sub-supplier.

8. If, on the basis of the coordinated Goods Transfer-Acceptance Act for the goods provided, after the setting of the advance payment paid to the Seller and after deduction of the amount to be withheld, the amount payable directly by the Buyer to the Sub-supplier is less than the amount payable to the Sub-supplier in accordance with the terms of the subcontract between the Seller and the Sub-supplier, the Seller shall be obliged to pay to the Sub-supplier the remaining balance in accordance with the terms of the subcontract.

9. If the price of the goods to be provided by the Sub-supplier under the Subcontract is higher than the price of the same goods as provided for in the Agreement 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 Agreement between the Buyer and the Seller. The Seller undertakes to pay the balance to the Sub-supplier for the goods provided in accordance with the terms of the subcontract.

10. The Buyer shall, within 5 (five) days, examine and, if there are no comments, sign the Goods Transfer-Acceptance Act for the goods provided by the Seller which was coordinated with the Sub-supplier, and if there are any comments (if there are any errors, inconsistencies, inaccuracies, or if additions, corrections, clarifications, explanations etc. are required in the act), return it to the Seller for correction, with its written comments.

11. After the Buyer has signed the Goods Transfer-Acceptance Act for the goods provided by the Seller which was coordinated with the Sub-supplier, the Seller shall submit an invoice to the Buyer for payment in accordance with the procedure set out in the Agreement, specifying the amount payable to the Sub-supplier.

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

13. In the course of the Tripartite Agreement, invoices for payment are provided only electronically. Electronic invoices complying with the European Standard for Electronic Invoicing

shall be submitted by means chosen by the Seller. Electronic invoices that do not comply with the European Standard for Electronic Invoicing may only be submitted using "E-Invoicing" means. If the Seller fails to submit invoices in the manner set out in this clause, the Buyer shall not make payment and shall not be liable for late payment as set out in the Agreement or the Tripartite Agreement.

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 Agreement. The money shall be deemed to have been paid on the date on which the Buyer has instructed his bank to issue the payment order. The Buyer shall, after making payment to the Sub-supplier, provide a copy of the payment order to the Seller by e-mail within 2 (two) working days.

15. Upon conclusion of the Tripartite Agreement, 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 Agreement.

16. The Buyer shall have the right to unilaterally suspend payments under the Tripartite Agreement if the goods provided by the Sub-supplier, or the Seller's goods which incorporate the goods provided by the Sub-supplier, are performed in a defective manner or for other reasonable reasons until the relevant defects have been corrected.

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

## **II. CONDITIONS FOR AMENDING THE TRIPARTITE AGREEMENT**

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

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

## **III. LIABILITY OF THE PARTIES**

20. The Buyer, having unreasonably delayed payment for the goods provided by the Sub-supplier within the prescribed time limit, shall pay to the Sub-supplier, at the Sub-supplier's request, a default interest of 0.05 (five hundredths) per cent of the amount of the delayed payment for each day of delay, but not more than 10 (ten) per cent of the total price of the Sub-supplier's goods, excluding VAT, according to the Subcontract.

21. The Seller or the Sub-supplier shall be liable, for failure to perform or improper performance of their mutual obligations under the Tripartite Agreement, to pay, upon demand by the injured party, a penalty of 1% of the price of the subcontract (excluding VAT) for each case of such failure to perform or improper performance, unless the Seller and the Sub-supplier have agreed on a different amount of penalty. Payment of the penalty shall not relieve the Seller or the Sub-supplier from performing its obligations under this Tripartite Agreement.

22. The liability of the Parties shall be determined in accordance with the applicable legislation of the Republic of Lithuania, this Tripartite Agreement and other documents related to the performance of this Agreement. The Parties undertake to duly perform their obligations under this Agreement and to refrain from any action that might prejudice each other or impede the fulfilment of the obligations undertaken by the other Party.

23. The Buyer and the Sub-supplier shall not be entitled to make any monetary claim against each other in respect of the breach of the agreement entered into by each of them with the Seller.

24. Disputes between the Seller and the Sub-supplier concerning the price of the goods provided 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 assign all or part of its rights and obligations under this Tripartite Agreement.

26. The invalidity of any provision or contradiction with the laws of the Republic of Lithuania or other normative legal acts in this Tripartite Agreement shall not exempt the Parties from the fulfilment of their obligations and shall not affect the validity of the other provisions of this Tripartite Agreement.

27. The Tripartite Agreement shall enter into force upon its signature and shall apply to payments made on the basis of the Goods Transfer-Acceptance Act for the goods provided by the Seller after signature of the Tripartite Agreement. If the Tripartite Agreement is signed after the Seller has already started to coordinate the Goods Transfer-Acceptance Act for the goods with the Buyer or the other participants in the performance of the Agreement, there shall be no direct settlement with the Sub-supplier on the basis of such Goods Transfer-Acceptance Act. The Parties undertake to ensure that only persons authorised to sign the Goods Transfer-Acceptance Act for the goods provided and other documents under the Tripartite Agreement shall sign them.

28. The time limits set out in the Tripartite Agreement in days shall be calculated in calendar days, unless otherwise specified in this Tripartite Agreement.

29. If, during the term of the Agreement, there is a change in the Party's address, bank account No., contact details, or other information of the Party provided for in the Agreement, the Party changing its information shall inform the other Party in writing of the change promptly, but in any event no later than within 5 working days.

30. The Tripartite Agreement shall be drawn up in triplicate in the Lithuanian language, having equal legal force, one copy for each Party, or, in the case of an electronic document, shall be signed by an electronic signature of all Parties. Where the Tripartite Agreement or any other document provided for in the Tripartite Agreement 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 electronic documents signed with an electronic signature, approved by Order No. V-60 of the Chief Archivist of the Republic of Lithuania of 7 September 2009.

**Buyer**

**Seller**

**Sub-supplier**

Public Limited Company  
Klaipėda State Seaport  
Authority  
Legal entity code 240329870  
J. Janonio St 24-1, 92251  
Klaipėda  
Tel. (8 46) 499 799  
Email info@port.lt  
VAT ID LT 403298716  
SA LT14 7300 0100 3488 9443  
AB Swedbank, bank code  
73000  
Chief Executive Officer  
Algis Latakas

(Form for consenting to a background check)

CONSENT TO A BACKGROUND CHECK

\_\_\_\_\_ 2026

I, \_\_\_\_\_

(name, surname, year, month, day of birth)

I agree to the State Security Department of the Republic of Lithuania, the Ministry of the Interior of the Republic of Lithuania, the Police Department under the Ministry of the Interior of the Republic of Lithuania, and the Information Technology and Communications Department under the Ministry of the Interior of the Republic of Lithuania verifying the presence (absence) of the circumstances specified in Article 17(2)(1), (2), (4), (5), (6), (8) and (11) of the Law of the Republic of Lithuania on the Protection of Objects Critical for National Security, collecting, receiving and processing the necessary data about me from state and official registers (cadastral registers), state information systems, classifiers and other databanks, state and municipal institutions or bodies, natural and legal persons.

\_\_\_\_\_

(name and surname)

\_\_\_\_\_

(signature)