



Municipal Enterprise Susisiekimo paslaugos
Procurement Department

For interested suppliers 17-01-2025 No. 2025-SD-68
Via CVP IS correspondence tools

Regarding informing suppliers

The Municipal Enterprise Susisiekimo paslaugos (hereinafter referred to as the Contracting Authority) carried out a consultation on the procurement market for the **provision of passenger transportation services on local regular bus transport routes in the territories of Vilnius city and neighboring municipalities**(market consultation number in the old CVP IS No. 739944).

The Contracting Authority provides answers to the questions submitted by the participants in the market consultation (see: table below).

Considering the fact that the new CVP IS began operating on 1 December 2024, and the old CVP IS no longer has the option to inform participants about decisions made regarding the planned implementation of the procurement, the Contracting Authority informs that this market consultation, published in the new CVP IS, is **created solely for the purpose of informing interested participants. Please do not submit comments regarding the answers provided to the participants' questions received during the market consultation. The contracting authority, in response to the comments received from interested participants during the third market consultation (CVP IS No. 739944) on the draft procurement conditions, has made further changes to the procurement conditions.** Interested participants are invited to familiarize themselves with these changes during the fourth market consultation. During the fourth market consultation, suppliers will be invited to submit comments on the draft procurement conditions. The fourth market consultation will be announced in the CVP IS in the near future.

Serial No.	Question submitted by suppliers	Answer
Draft Procurement Conditions		
1.	Given that a number of questions regarding National Security requirements have been received, and the questions submitted are repetitive, explanations are provided regarding the National Security requirements set out in the procurement.	1. Regarding the requirements set out in clauses 17, 18, 19 and 20 of the Procurement Conditions: We explain that in the specified clauses of the Procurement Conditions, National Security requirements are imposed in accordance with Part 9 of Article 37 of the Law on Public Procurement of the Republic of Lithuania (hereinafter referred to as the LPP), therefore, the manufacturer of the goods specified in clause 17 of the Procurement Conditions or the person controlling it cannot be registered in the list of states or territories specified in Part 14 of Article 92 of the Law on Public Procurement. We additionally explain that the Vilnius City



		<p>Municipality Administration is included in the list of users of the Secure State Data Transmission Network. For this reason, the requirements set out in Part 9 of Article 37 of the LPP are mandatory.</p> <p>We would like to separately explain that although this procurement is intended to procure services, the most important element of the Contract execution is considered to be electric buses, which will ensure the provision of the service. In accordance with Part 9 of Article 37 of the LPP, the Contracting Authority must make sure that the goods used for the execution of the Contract, in this case the software and other equipment installed in the buses, specified in clause 17 of the Procurement Conditions, will not pose a threat to National Security. The bus manufacturer has remote access to the bus systems to install software updates, monitor the technical parameters of the bus, as well as to manage individual blocks of the bus systems. Different manufacturers provide different ways to connect to the bus systems. Some of them provide for connection via a central computer, while others provide for the possibility of connecting to individual systems bypassing the central computer. The Contracting Authority does not know which specific buses (their manufacturer, model) will be proposed, therefore it cannot limit and determine how the internal components of the bus system must be connected, how the bus manufacturer is provided with access to the internal systems of the bus. It should be noted that providing access to the bus control software or individual bus system blocks would allow for remote disruption of the systems, which would result in disruptions to the passenger transportation service or suspension of the service. Therefore, when submitting a proposal, the supplier must assess what kind of software is installed, how the bus manufacturer will connect to the bus systems, their blocks, etc. That is why the Contracting Authority cannot specify which specific software is subject to the requirement set out in Part 9 of Article 37 of the LPP. We encourage suppliers to follow the list of CPV codes provided for in Part 13 of Article 92 of the LPP submitting proposals. <u>We would like to clarify once again that the requirement must not be met by the bus itself (as a product), but by the software installed in the buses and its support services, as well as other installed equipment specified in clause 17 of the Procurement Conditions. We give an example: a bus battery may be manufactured in China, but if the battery is controlled by software, the software used to control the battery and its</u></p>
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	<p><u>(software) support services must meet national security requirements.</u></p> <p>2. Regarding the requirements set out in clause 21 of the Procurement Conditions: We would like to clarify that the requirement specified in clause 21 of the Procurement Conditions is set out in accordance with Part 8 of Article 37 of the LPP. We would also like to clarify that during the market consultation, the note in brackets to this clause regarding the application of the requirement if the procurement is announced after 18 October 2024 was submitted because the requirements of the specified article come into force from 18 October 2024. According to the new wording of Part 8 of Article 37 of the LPP, the Municipal Enterprise Susisiekimo paslaugos becomes a key entity and <u>the provisions of this article become mandatory.</u> The Contracting Authority informs that in accordance with the Law of the Republic of Lithuania on the Protection of Objects Important for Ensuring National Security, it will apply to the Coordination Commission for the Protection of Objects Important for Ensuring National Security for the verification of compliance with national security interests due to the circumstances specified in Clause 1 of Part 4 of Article 13 of this Law. That is, the compliance of both the service provider, subcontractor or other economic entities used, and the manufacturers of the goods specified in clause 17 of the Procurement Conditions with the requirements of National security will be assessed.</p> <p>3. Regarding the requirements set out in clause 47 of the Procurement Conditions: We explain that the requirement specified in clause 47 of the Procurement Conditions is set out in accordance with Part 8 of Article 47 of the LPP. We additionally explain that during the market consultation, the note in brackets to this clause regarding the application of the requirement if the procurement is announced after 18 October 2024 was submitted because the requirements of the specified article come into force from 18 October 2024. According to the new wording of Part 8 of Article 47 of the LPP, the Contracting Authority becomes a key entity and <u>the provisions of this article become mandatory.</u> The Contracting Authority informs that in accordance with the Law of the Republic of Lithuania on the Protection of Objects Important for Ensuring National Security, it will apply to the Coordination Commission for the Protection of Objects Important for Ensuring</p>
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		<p>National Security for the verification of compliance with national security interests due to the circumstances specified in Clause 1 of Part 4 of Article 13 of this Law. That is, the compliance of both the service provider, subcontractor and other economic entities used, and the manufacturers of the goods specified in clause 17 of the Procurement Conditions with the requirements of National security will be assessed.</p>
		<p>4. Regarding the requirements set out in paragraphs 44, 45 and 46 of the Procurement Conditions:</p> <p>We would like to clarify that the requirement specified in clause 47 of the Procurement Conditions is set out in accordance with Part 9 of Article 47 of the LPP. We would also like to clarify that the Vilnius City Municipality Administration is included in the list of users of the Secure State Data Transmission Network. For this reason, the requirements specified in Part 9 of Article 47 of the LPP are mandatory. We would like to clarify separately that although this procurement is intended to purchase services, the most important element of the Contract execution is considered to be electric buses, which will ensure the provision of the service. In accordance with the specified article of the LPP, the Contracting Authority must make sure that the goods used for the execution of the Contract, in this case the software and other equipment installed in the buses, specified in clause 17 of the Procurement Conditions, will not pose a threat to National Security (see Answer No. 1 Regarding the requirements set out in clauses 17, 18, 19 and 20 of the Procurement Conditions)</p>
		<p>5. Regarding the requirements set out in clause 60 of the Procurement Conditions:</p> <p>Taking into account the comments received, the Contracting Authority will adjust clauses 59-60 of the Procurement Conditions by deleting the relevant parts of the requirements regarding “manufacturers of the goods (including their components, packaging) proposed by the supplier”.</p>
2.	<p>Explanations regarding the application of the requirement specified in clause 62 of the Procurement Conditions</p>	<p>Taking into account the comments received, we inform you that clause 62 of the Procurement Conditions will be adjusted as follows: “A report on all foreign financial contributions received within 3 (three) years or a declaration as defined in Part 1 of Article 29 of Regulation (EU) 2022/2560 (FS-PP form, Annex 9 to the Procurement Conditions) must also be submitted regarding subcontractors, subsuppliers or the supplier who will be considered the main ones if its or their</p>



		<p>participation ensures the main elements of the performance of the Procurement Contract, and in all cases where the economic share of its or their contributions exceeds 20% of the value of the submitted proposal." The buses used to provide the services are considered the main elements of the performance of the Procurement Contract, therefore the documents specified in this pointclause must also be submitted regarding the bus manufacturer(s). Suppliers must disclose the bus manufacturers used in the tender form (Annex 2 to the Procurement Conditions). If a notification or declaration is not submitted with the proposal, the Contracting Authority may request the supplier to submit the relevant document within 10 working days."</p> <p>We would like to additionally clarify that information on subcontractors and subsuppliers to be used must be provided in the proposal form (Annex 2 to the Procurement Conditions). In accordance with clause 96 of the Procurement Conditions, suppliers must indicate in the proposal form for which part of the Procurement Contract (scope in euros and share in percentage) and which subsuppliers they intend to use. Taking into account the information specified in the proposal form, a decision will be made as to whether the economic share of the contributions of the specified subcontractors and/or subsuppliers exceeds 20% of the submitted proposal. If the specified share of the subcontractor and/or subsupplier to be used exceeds 20% of the submitted proposal, a report or declaration on all foreign financial contributions received within 3 (three) years must also be submitted for these subcontractors and/or subsuppliers.</p> <p>The Contracting Authority also informs that the European Commission has adopted Regulation (EU) 2022/2560 of the European Parliament and of the Council on foreign subsidies distorting the internal market, which applies mandatorily when the value of the intended procurement is EUR 250 million or more.</p>
3.	<p>Subcontractors are mentioned in clauses 52 and 54. We would like to discuss whether the Contracting Authority will consider bus manufacturers or their suppliers as subcontractors to the service provider?</p>	<p>Whether the bus manufacturer will have the status of a subsupplier depends on how the supplier will implement the compliance with the requirement of clause 43.5. of the Procurement Conditions. For example, the Supplier may submit a proposal with the bus manufacturer as a group of economic entities - in this case, the bus manufacturer will not be a subsupplier; the Supplier may rely on the capacity of the bus manufacturer and the bus manufacturer may undertake to contribute to the performance of the Procurement Contract - in this case, the bus manufacturer would be</p>



		considered a subsupplier; the Supplier owns the buses by right of ownership – in this case, the bus manufacturer would not be considered a subsupplier, etc. In any case, bus manufacturers must be disclosed in the proposal form for the reasons specified in clause 62 of the Procurement Conditions, i.e. due to compliance with the requirements set out in Regulation (EU) 2022/2560 of the European Parliament and of the Council of 14 December 2022 on foreign subsidies distorting the internal market.
Draft Procurement Contract		
4.	The Contract does not provide for recalculation of prices in cases where the scope of Services is changed.	In order to ensure a balance of interests between the carrier and the municipality in the event of an increase or decrease in mileage, the principles of changing the scope of public passenger transportation services (increase and decrease) are established in clause 2.5 of the Draft Procurement Contract, which ensure for the carrier that the increased mileage of the routes served, for the implementation of which the carrier needed to acquire additional vehicles, will be ensured to the carrier for no less than 36 months from the moment of the start of the increased mileage service and, after the end of this period, the mileage may be reduced only gradually, thus avoiding a sudden and inconsistent decrease in mileage. The carrier providing public passenger transportation services will remain the owner or legal manager of the additionally purchased vehicles (buses), therefore, if these additionally purchased vehicles (buses), after the end of the period for which the carrier is assured of increased mileage, become no longer necessary for the provision of services under this Contract, the carrier could continue to use the vehicles in its activities.
5.	The Contract does not provide for compensation to be paid to the carrier in the event of termination of the Contract for the investments made by the carrier to the extent that they have not yet paid off (could not have paid off) through proper performance of the Contract.	The provision of the Procurement Contract, which provided for the possibility of terminating the Procurement Contract in the absence of the carrier's fault, has been removed from the Draft Procurement Contract (compared to the initial draft contract). When preparing the Procurement Contract, the grounds for terminating the Contract and the number of violations, from which the Contract is recognized as being performed with permanent deficiencies (which constitutes a basis for terminating the Contract due to the carrier's fault), were reviewed and assessed again. The number of violations was determined taking into account the data currently available to the authorized body on the number of violations committed in the performance of similar contracts. According to the practical experience of the authorized body, the number



		<p>of violations provided for in the Procurement Contract could be achieved only if the carrier systematically and to a large extent failed to fulfill its obligations for a long time. Taking this into account, the probability of terminating the Procurement Contract is low.</p> <p>If, however, there were grounds to terminate the Procurement Contract and the Procurement Contract was terminated due to the fault of the carrier, in accordance with general principles of law, the municipality is not obliged to compensate the carrier for losses incurred due to the termination of the Contract. If the Contract were terminated due to a breach of the Procurement Contract by the municipality (e.g. in the case provided for in clause 15.1.14 (former clause 15.1.13) of the Procurement Contract), the carrier would have grounds to demand compensation for all losses from the municipality on the general grounds established in the Civil Code of the Republic of Lithuania.</p>
6.	In the Contract, the risk (and potential losses) of a change in legal acts, due to which the carrier loses the ability to provide services under the Contract, should not be unreasonably attributed to the carrier - this must be a risk of the government sector.	<p>Clause 19.10 of the Procurement Contract provides that if any provision of this Procurement Contract is or becomes partially or completely invalid, it shall not invalidate the remaining provisions of this Procurement Contract. In such a case, the parties agree to make every effort to replace the invalid provision with a legally effective provision that, as far as possible, has the same result as the replaced provision. Thus, in accordance with the Procurement Contract, if a change in legislation renders part of the provisions of the Procurement Contract invalid, the aim would be to preserve the Procurement Contract and continue its performance by replacing the invalid provisions of the Procurement Contract with other provisions. And in an exceptional case, if a change in national legislation (other than municipal legislation) makes further performance of the Procurement Contract impossible, a decision could be made to terminate the Procurement Contract.</p>
7.	The Contract must provide that the risk of discriminatory legal effects against the carrier falls exclusively on the Municipality (clause 5.6.4 of the Draft Procurement Contract)	<p>Explaining the right of the municipality to adopt/approve legal acts binding on the Carrier and other documents establishing requirements for public passenger transportation services and their quality, established in clause 5.6.4 of the Draft Procurement Contract, we point out that this clause of the Procurement Contract <u>does not grant the municipality the right</u> to adopt an individual discriminatory legal act in relation to the Carrier, intended/applied exclusively to the Carrier and establishing exclusive rules, restrictions or requirements for this single Carrier. The adoption of such a discriminatory</p>



		<p>legal act would contradict the legislative principles and general principles of law established in the Law on the Fundamentals of Legislative Procedure of the Republic of Lithuania, therefore, having assessed the existing mechanisms for controlling the legality of adopted legal acts provided for in the legislative process, it is practically impossible for a discriminatory legal act to be adopted. It is also worth noting that the wording of the norm itself clearly indicates that the municipality is granted the right to adopt exclusively only <i>“legal acts and other documents establishing requirements for public passenger transportation services and their quality”</i>, i.e. the municipality is granted the right to amend regulatory legal acts establishing requirements for passenger transport and the quality of services. However, the municipality is not granted the right to adopt legal acts on the basis of this clause that are not related to the services provided and their quality, for example, a decision on the termination of a Procurement Contract on the initiative of the municipality could not be made based on this clause.</p>
8.	<p>The Contract must not contain disproportionate grounds for its termination, allowing for the unilateral termination of the Contract, although it may continue to be properly performed (respectively, the Procurement Contract must clearly provide that the above-mentioned non-conformities [non-conformities to clauses 15.1.11 and 19.2.3] could be considered a breach of the Procurement Contract and enable the municipality to terminate the Contract only if the carrier fails to remedy them within a reasonable period of time).</p>	<p>Clauses 19.2 and 19.3 of the Procurement Contract have been supplemented accordingly. When a vehicle model or make is replaced with a vehicle of another model or make due to non-compliance with national security requirements, the Draft Procurement Contract provides that such a replacement must be made within the period specified in clause 19.3.3 of the Procurement Contract after the Carrier has become or should have become aware of the fact of non-compliance and only in the event that the Carrier fails to ensure the replacement within the specified period, this will be recognized as a basis for terminating the Procurement Contract. During this period, the Carrier will be able to submit missing documents and correct the identified errors and deficiencies; it is important that the replacement is made and approved before the end of the specified period. The municipality will have to examine the request to replace the vehicle model or make with a vehicle of another model or make due to non-compliance with national security requirements within the period specified in clause 19.8 of the Procurement Contract (i.e. no later than within 10 working days from the moment of application). This 10-working day deadline for submitting a response to the proposal to amend the Procurement Contract is included in the deadline specified in clause 19.3.3 of the Procurement Contract, within which the carrier must ensure the replacement of a vehicle that</p>



		does not meet national security requirements. The number of document and data revisions is unlimited.
9.	The Contract must clearly and unambiguously provide that the parties are liable to each other only for direct losses.	We explain that, since the losses of the authorized institution and the municipality may manifest themselves in the form of lost income that the authorized institution and the municipality would have received if the carrier had properly performed the Contract, and reputational damage, the liability of the carriers cannot be limited to direct losses. However, in order to balance the risk of liability that may arise for the carriers under the Procurement Contract, clause 13.1 of the Procurement Contract has been amended, providing for a limitation of the carrier's liability for each year of performance of the Procurement Contract (prior to the amendment, the carrier's liability was limited to the entire period of provision of services): <i>"13.1. The carrier, having failed to fulfill and (or) improperly fulfilled its obligations under this Contract, must compensate the Municipality and (or) the Authorized Institution for reasonable losses incurred. The Carrier's maximum limit for losses (including penalties) payable under this Contract per calendar year is set at 20 (twenty) per cent of the order price in EUR excluding VAT for the relevant year."</i>
10.	The Contract must provide for compensation to the carrier if it is unable to provide services/perform the Contract for a certain period through no fault of its own;	The Procurement Contract provides for compensation if the carrier is unable to provide public passenger transportation services through no fault of its own: <ul style="list-style-type: none"> • According to clause 13.7 of the Procurement Contract, if due to actions or inaction of the authorized institution and/or municipality (i.e. not due to the fault of the carrier) the carrier cannot perform the trip and the carrier has notified the Traffic Management Center about this in accordance with the procedure established in the Contract, the carrier is not liable for the failed trip and the carrier is paid a salary component for the mileage of the trip not performed due to the specified reasons; • According to clause 13.6 of the Procurement Contract, if the actual total annual mileage of the carrier's vehicles is less than the total minimum mileage of the routes provided for in clause 2.2 of the Contract through no fault of the carrier and force majeure circumstances (i.e. the mileage decreases by more than 15 (fifteen) per cent from the planned preliminary annual (12-month) total mileage of the routes specified in clause 2.2 of the Contract) or the mileage served



		<p>by the carrier decreases by more than 5 per cent during the calendar year, the carrier shall be paid compensation for the missing mileage up to the total minimum mileage of the routes provided for in clause 2.2 of the Contract or for the mileage exceeding the possible reduction in mileage per year under this Contract, including wage costs, investment costs and other costs.</p> <p>Thus, to ensure the protection of the interests of carriers, the Procurement Contract provides for cases when the carrier is compensated for the failure to provide/impossibility to provide public passenger transportation services through no fault of its own. In the event of force majeure, the municipality will not assume the risk of temporary non-provision of public passenger transportation services.</p>
11.	The Contract must specify the priority of the Contract documents when clarifying any ambiguities or contradictions between them;	The priority of documents in the Procurement Contract has been clarified.
12.	The Contract must specify the carrier's guarantees: by repealing clause 6.1.5 of the Contract, which establishes the carrier's guarantee that it "has no debts or obligations to third parties that would prevent the proper performance of the obligations assumed under this Contract, and undertakes not to assume such obligations during the entire period of validity of the Contract."	We explain that we see no reason to cancel the provisions of clause 6.1.5 of the Procurement Contract, because, we note that this clause does not prohibit the carrier from assuming new financial obligations or borrowing in general. This clause only indicates that the carrier may not assume such financial obligations that would hinder the proper performance of the obligations assumed under this Procurement Contract.
13.	Regarding Clause No. 17 of the Contract - "AMENDMENT AND TERMINATION OF THE CONTRACT: The clause provides that "17.5.1. when sufficient financing is not allocated to pay for the services", the value of the services not performed (i.e. refused) may reach up to 50% of the initial value of the Contract. The uncertainty created by the clause poses a serious threat to the Carrier's securing of bank financing.	<u>The clause of the Contract mentioned in the question has been repealed. The procedure for changing the mileage is regulated in clauses 2.4 and 2.5 of the Procurement Contract. After amendments to the Procurement Contract, the ordered mileage cannot be reduced on the grounds that there is insufficient funding to pay for the services.</u>
14.	Regarding the regulation of mileage increase, Clauses No. 2.5.1-2.5.4 and No. 2.8.1 of the Contract: we propose to establish that the period of provision of operations	In accordance with the legal acts of Vilnius City Municipality, the decision on the essential conditions for the procurement of public passenger transportation services is adopted by the Council of the Vilnius City Municipality. The Council of the Vilnius City Municipality, by its



	<p>applicable to increased mileage would be equal to the period of the main mileage, that is, 7+3 years from the start of the provision of additional mileage services. Due to the rational distribution of long-term depreciation costs, such regulation would allow the Buyer to secure the best service rate. If such a proposal is unacceptable to the Buyer, we propose to establish that the increase in mileage, due to which the Carrier must acquire additional vehicles, is in all cases possible only with the Carrier's consent, and when determining the preparation period for these operations, circumstances beyond the Carrier's control will be taken into account - for example, the ability of the low and medium voltage network operator (ESO) to ensure the timely performance of the necessary electrical input increase works.</p>	<p>decision No. 1-466 of 27 March 2024 "On approval of the selection of carriers for the provision of passenger transportation services on local regular bus transport routes in the territories of Vilnius City and adjacent municipalities through a public procurement", determined that the term for the provision of passenger transportation services on local regular bus routes in the territories of Vilnius City and adjacent municipalities is 7 years with the possibility of extending this term for a period of no longer than 3 years. Such a term for the provision of public passenger transportation services is also indicated in the preliminary announcement of the planned procurement. When calculating, as proposed, the term for providing additionally ordered increased mileage from the start of the increased mileage service, the total term for providing services would become longer than 10 years, which would not comply with the specified decision of the Council of the Vilnius City Municipality and the information published in the announcement of the planned procurement. It should be noted that, taking into account the observations received from market participants during market consultations, that when assessing financing options for the acquisition of vehicles, payback is usually calculated for a period of at least 10 years, Clause 2.12 of the Procurement Contract provides that before the expiration of the 7-year service provision term, the service provision term is automatically extended for an additional 3-year period, without changing other terms of the Procurement Contract: <i>"If the Carrier or the Municipality has not committed a material breach of the Contract, does not perform the Contract with permanent deficiencies specified in Clause 15.2 of the Contract and the Carrier or the Municipality has not been informed of the termination of the Contract on any of these grounds, the terms for the provision of public passenger transportation services specified in Clause 2.11.2 of the Contract shall be automatically extended for a period of 3 (three) years (36 months) without a separate written agreement, without changing other conditions of the Contract."</i> In addition, according to clause 2.5.1 of the Procurement Contract, after the end of five years of provision of public passenger transportation services, an increase in mileage in the sixth and subsequent years of provision of services is possible only with the consent of the carrier.</p>
15.	Regarding the clarification of penalties for delay in starting additional mileage	We explain that if the carrier is late in starting to operate the increased mileage of the routes served, for the implementation of which the



	<p>Clauses No. 2.10.5, 2.10.6, 11.3.3 of the Contract and requirements No. 3 and 4 of Annex 8 to the Contract:</p> <p>Please explain how the terms of the Contract would be applied and what penalties would be calculated (only late payment interest, or fines and late payment interest) if the carrier is late in starting the increased mileage with additional vehicles before the replacement carrier takes over the mileage.</p>	<p>carrier requires the carrier to acquire additional vehicles, until the vehicles delivered by the carrier are accepted in accordance with the procedure established in the Procurement Contract and the carrier begins to provide passenger transportation services with these vehicles, the carrier will be subject to only the late payment interest provided for in clause 13.3.3 (former clause 11.3.3) of the Procurement Contract. Late payment interest would not be calculated for the period from the acceptance of the vehicles to the start of the intended (planned) increased mileage service). We explain that if the carrier is late in starting to operate the increased mileage of the routes served, for the implementation of which the carrier does not require the carrier to acquire additional vehicles, the liability for the unperformed trip provided for in Table 1 of Annex 8 to the Draft Procurement Contract would be applied to the carrier.</p>
16.	<p>Regarding the regulation of mileage reduction (Clause No. 2.5.3 of the Contract):</p> <p>taking into account that by setting the narrowest possible mileage reduction range, the carrier will be able to plan the public service budget more accurately and secure better financing conditions, we propose to set the maximum mileage reduction range at -5% in Clause No. 2.5.3 of the Contract. This amendment would allow reducing the price of the service provided.</p>	<p>We explain, taking into account Clause 2.5.2, when <i>“The Carrier needed to acquire additional vehicles, ensuring the Carrier’s service for no less than 36 (thirty-six) months from the moment of the start of the increased mileage service”</i>, the Authorized Body reserves the right to reduce the mileage by no more than 10% from the previous year, taking into account the redistribution of passenger flows on public transport system routes, changes in passenger travel habits, changes in the number of residents in certain urban areas and other conditions that could not be objectively assessed 36 months ago and the preparation period provided for in the Contract when ordering an increase in mileage.</p>
Technical Specification		
17.	<p>Considering that a number of questions have been received regarding the use of an auxiliary/autonomous energy source during cold weather, and the questions submitted are repetitive, an explanation is provided regarding the requirements set out in the procurement.</p>	<p><u>The aforementioned clause of the Technical Specification has been clarified and is worded as follows:</u></p> <p>12.3. The auxiliary/autonomous energy source is allowed to be used in cold weather at an outdoor air temperature of 0° C and below; as well as in warm weather at an air temperature of +30° C and above, based on the outdoor temperature sensor installed in the vehicle. The use of the auxiliary (autonomous) energy source in other cases must be coordinated with the Authorized Body.</p>
18.	<p>Considering that a number of questions have been received regarding <u>the length of midi-type buses and conditions restricting competition</u>, and the questions submitted are repetitive, an explanation is provided regarding the</p>	<p>The mentioned Clause 1 of the Technical Specification <i>“The vehicle and its type”</i> indicating the length of midi-type buses is arranged as follows:</p> <p><u>In part I of the procurement:</u></p> <p>1.1. A two-axle M3CE class low-floor city bus (the low-floor part must be in the area between the axles of the bus), with a</p>



	requirements set in the procurement.	<p>length of 8.3 to 10.1 meters, will serve the preliminary routes indicated in Table 1 by serial numbers: 2, 10, 11, 12, 13, 14, 15, 19, 20.</p> <p>1.2. A two-axle M3CE class low-floor city bus (the low-floor part must be in the area between the axles of the bus), with a length of 8.8 to 10.8 meters, will serve the preliminary routes indicated in Table 1 by serial numbers: 1, 3, 4, 5, 6, 7, 8, 9, 16, 17, 18.</p> <p><u>In part III of the procurement:</u></p> <p>1.1. A two-axle M3CE class low-floor city bus (the low-floor part must be in the area between the axles of the bus), with a length of 8.3 to 10.1 meters.</p> <p><u>In part IV of the procurement:</u></p> <p>1.1. A two-axle M3CE class low-floor city bus (the low-floor part must be in the area between the axles of the bus), with a length of 8.8 to 10.8 meters.</p> <p>The Contracting Authority envisages two MIDI-type buses taking into account:</p> <ul style="list-style-type: none"> • The existing width of the carriageway of streets, roads and limited turning possibilities on certain routes, therefore, a length requirement is applied to midi-buses from 8.3 to 10.1 meters, which are also characterized by a smaller width. Buses shorter than 8.3 m in length are not unacceptable, taking into account the current and prospective number of passengers on the routes, and in order to avoid overcrowding in vehicles; • Longer midi-buses, ranging in length from 8.8 to 10.8 meters, are planned for routes where higher passenger flows are recorded or forecast compared to midi-buses serving other routes.
19.	If the bus has a capacity of 32 passengers, of which 10 are fixed seats, plus 6 folding seats and 16 standing places, as well as one driver's seat. In the presence of a wheelchair - 4 folding seats would be occupied. Please specify whether such a model would be acceptable.	The model mentioned in the question would be <u>unacceptable</u> . The Contracting Authority provides that a small-capacity bus - <i>must be equipped with at least 14 seats for passengers, the total number of seats and standing places must be at least 26, excluding 1 seat for persons with disabilities (with special needs with a wheelchair) (with fastening belts, rails or other wheelchair fastening equipment) in the low-floor area between the axles of the bus.</i>
20.	Please allow the installation of engines with a power of 140kW or more (buses up to 8 meters).	The Contracting Authority does not impose requirements regarding engine power.
21.	The requirements in Clauses 17.4, 17.5, 17.6, 17.7 of Annex 4 of the Technical Specification, which specify the technical parameters for external passenger information signs, state that " <i>the resolution of the</i>	Different resolutions for the route number zone are provided taking into account the fact that the route number zone must be colored RGB (see Annex 2 to the Contract), and the route direction zone - monochromatic white, i.e. the display consists of two different matrices. An analysis of the solutions proposed on the



	<p><i>display part displaying the route number must be no less than 32x19 pixels, and the resolution of the front/side/rear display part displaying the route direction must be no less than 144x24 pixels.</i>" Displays with a resolution of 160x19 pixels are used in vehicles in Vilnius city. This resolution is typical and common among display manufacturers. The height of the route number and direction zones on the display must be, for example, 19 points high - if the number zone is 32x19, the direction zone must be 128x19.</p>	<p>market, as well as the resolutions actually used in foreign cities, was carried out, according to which it was determined that the resolution of the route number zone is usually lower. We emphasize that the technical specification specifies that the route zone should use a resolution of at least 32x19. This means that the supplier can also propose a resolution with better parameters, for example, 32x24.</p>
22.	<p>Clauses 17.9 and 17.10 of Annex 4 of the Technical Specification require a TFT screen with a diagonal of at least 29 inches – <i>"Resolution not less than 1920x610 pixels, screen aspect ratio not less than 32:9 (UltraWide)"</i>. Full HD or FHD resolution (1920x1080, also referred to as 1080p) is a widely used format in the world. The 1920x1080 resolution corresponds to a 16:9 aspect ratio (1920:1080=16:9). UltraWide 32:9 would allow 2 separate images of standard 16:9 size to be displayed on one wide screen, because 32:9=(16:9)+(16:9). The 32:9 aspect ratio corresponds to the 1920x540 resolution.</p>	<p>We would like to clarify that the requirements for a 29-inch TFT screen in the Technical Specification are <u>1920x610 pixels</u>, which is 70 pixels higher than 1920x540 pixel screens and, taking into account the needs of the Authorized Institution, allows for more information to be presented <u>vertically</u> on passenger information displays.</p>
23.	<p>In Annex 2, the requirements for the provided passenger transportation services and quality in clause 1.12 (Requirements for the equipment of internal and external video cameras of the vehicle), it is mentioned that the maximum image resolution of the sensor is not less than 6 megapixels (subclause 1.12.1) and the resolution of the recorded image is 1920x1080 (subclause 1.12.4). The video recording will be recorded at a resolution of 1920x1080 regardless of the resolution of the camera sensor, therefore the</p>	<p>We would like to clarify that this procurement aims to acquire modern and sustainable technological solutions available on the market, taking into account that the vehicles used to provide passenger transportation services will be used for at least 7 years with the possibility of extension for another 3 years. This requirement aims to ensure that the camera system does not have physical limitations in the future if there is a need to change the video quality settings, and to achieve maximum technical parameters at the beginning of the passenger transportation service provision contract.</p>



	requirement of 6Mpix is redundant. Considering the requirement for the quality of the video recording, we ask that the requirement for video cameras be unified to 2 Mpix, since the resolution of the camera sensor will have no significance and the image will be recorded at a resolution of 1920x1080 (2 Mpix).	
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