

## **GENERAL PROCUREMENT CONDITIONS OF THE PUBLIC PROCUREMENT CARRIED OUT AS A NEGOTIATED PROCEDURE WITH PUBLICATION OF A CONTRACT NOTICE**

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## A. General information

### 1. Terms and abbreviations

- 1.1. **GPC** shall mean these general procurement conditions.
- 1.2. **CPP IS** shall mean the Central Public Procurement Information System, as it is described in Article 2(4) of the LPP (<https://viesiejipirkimai.lt/epps/home.do>).
- 1.3. **Tenderer** shall mean a supplier who has submitted a tender for a procurement.
- 1.4. **Final Tender** shall mean the totality of the documents and data submitted by the Tenderer, in accordance with established the terms and conditions, by the deadline for the submission of Final Tenders, including the documents and data submitted in the Initial Tender and/or any revisions thereto, to the extent that they have not been modified by the deadline for the submission of the Final Tenders.
- 1.5. **Candidate** shall mean a supplier who has expressed in writing their intention to be invited or who has already been invited to submit a tender.
- 1.6. **Quasi-subcontractor** shall mean a natural person who is not yet an employee of the supplier, economic entity whose capacities are relied upon at the time of the submission of the application or tender, but who is to be employed if the tender is successful.
- 1.7. **Initial Tender** shall mean the tender initially submitted by a Tenderer in accordance with the established terms and conditions.
- 1.8. **LP** shall mean the [Law on Procurement by Contracting Authorities Operating in the Water, Energy, Transport or Postal Services Sectors of the Republic of Lithuania](#) (the wording in force at the time of starting the procurement unless the legislation provides for a different application).
- 1.9. **SPC** shall mean special procurement conditions.
- 1.10. **Contract** shall mean an agreement for the supply of goods, provision of services, performance of works and/or a public framework purchase and sale agreement.
- 1.11. **LPP** shall mean the [Law on Public Procurement of the Republic of Lithuania](#) (the wording in force at the time of starting the procurement unless the legislation provides for a different application).
- 1.12. The terms not defined in the procurement documents shall be understood and interpreted as they are defined in the LP, the LPP and other laws and regulations.

### 2. Buyer and Procuring Entity

- 2.1. The Buyer shall be indicated in the SPC. The Procuring Entity carrying out the procurement procedures until the conclusion of the Contract – UAB “Ignitis grupės paslaugų centras” (company code 303200016, registered office address Laisvės Ave. 10, LT-04215 Vilnius, Lithuania).

### 3. Basis of the procurement

- 3.1. The procurement shall be carried out in accordance with the LP or LPP and other legislation governing public procurement

as well as these procurement documents. The applicable legal basis of the procurement shall be specified in the SPC.

#### **4. Lots of the procurement object**

- 4.1. The object of the procurement may be divided into several lots. The lots of the procurement object shall be specified in the SPC.
- 4.2. An application and/or tender may not be submitted for more lots than allowed under the SPC.
- 4.3. In the cases provided for in the LPP, the basis for not dividing the procurement into lots shall be established in the SPC.

#### **5. Procurement documents**

- 5.1. All terms and conditions of the procurement are provided in the procurement documents, which include:
  - notice and advance information notice about the procurement (if published);
  - GPC, SPC and their annexes;
  - explanations and clarifications of procurement documents, as well as answers to suppliers' questions, if any, including any other information provided by the Procuring Entity using the CPP IS.

The relevant wording of the procurement documents and the latest clarifications and revisions of the procurement documents shall be referred to at all times.
- 5.2. In the event of any inconsistencies or conflicts between the terms and conditions of the GPC and the SPC, the terms and conditions of the SPC shall prevail.
- 5.3. If the procurement documents are submitted in several languages, the Lithuanian language shall prevail, unless otherwise specified in the SPC.

#### **6. Explanations of amendments to the procurement documents and the**

- 6.1. The procurement documents may be interpreted or revised at the request of the supplier or on the initiative of the Procuring Entity.
- 6.2. The Procuring Entity shall reply to a written request of a supplier received at least 6 days (or, in the case of an international procurement, 8 days) before the deadline for submission of tenders. Request for clarification, revision of documents/information must be made using the means of CPP IS.
- 6.3. The revisions and clarifications made to the procurement documents in response to the relevant request of a supplier shall be published in the CPP IS together with the other procurement documents and shall be sent to all the suppliers registered for this procurement in the CPP IS, without disclosing the identity of the specific supplier who made the request. If the information published in the procurement notice is being revised, a notice on revised errors shall be published accordingly.
- 6.4. Revisions of the procurement documents or replies to the suppliers' requests made at the initiative of the Procuring Entity shall be prepared and disseminated within a reasonable period of time, but at the latest 4 days (or, in the case of an

international procurement, 6 days) before the deadline for the submission of tenders.

- 6.5. The Procuring Entity shall not hold meetings with suppliers to clarify the procurement documents.
- 6.6. During negotiations, the Procuring Entity shall have the right to adjust the provisions of the procurement documents which provide for the possibility of negotiations at its own discretion or in the light of the proposals made by the Tenderers.

## 7. Supplier ethics

- 7.1. Pursuant to the interests of national security, the group of companies of AB "Ignitis grupė" (hereinafter collectively referred to as the Group) have an expectation that the Group's suppliers do not maintain or have any direct or indirect connections to the Russian Federation and the Republic of Belarus. At the request of the Procuring Entity, the supplier participating in the procurement must declare any existing connections to the aforementioned countries as well as provide explanations and relevant evidence during the performance of the procurement or the Contract. The Procuring Entity shall take the measures provided for in legal acts to manage business risks and potential threats to national security.

- 7.2. The Buyer and the Procuring Entity shall apply anti-corruption, public procurement and other policies (hereinafter referred to as the Policies) in their business activities and shall expect their suppliers to comply with the business practices and environmental, social responsibility and business ethics standards defined in the Group Supplier Code of Ethics, and to encourage their business partners who participate in the procurement or the performance of the Contract to comply with thereof. The Policies and the Group Supplier Code of Ethics are available at <https://ignitisgrupe.lt/en>.

Suppliers who observe or have information about improper conduct or other actions of the Group's employees that may pose a risk of corruption are invited to report it by email [pasitikejimolinija@ignitis.lt](mailto:pasitikejimolinija@ignitis.lt) or by phone +370 640 88889. The Group shall undertake to protect the confidentiality of the suppliers who report it.

- 7.3. At the request of the Procuring Entity, the supplier shall undertake to provide the information specified in the Annex to the SPC 'Know Your Business Partner Questionnaire' about itself and the persons participating in the procurement or the performance of the Contract, as well as information on compliance with the provisions of the Group Supplier Code of Ethics.

## 8. Group of suppliers

- 8.1. A single economic entity may participate in the procurement either as an individual supplier or as a member of a group of suppliers engaged in a joint venture (hereinafter referred to as the Supplier Group). One supplier may submit only one application and/or tender either as an individual supplier or as a member of a Supplier Group. All the applications and/or tenders that fail to comply with this requirement shall be rejected.

- 8.2. The members of the Supplier Group shall be jointly liable for the proper performance of their obligations. The Supplier Group must submit a joint venture agreement, which must specify, among other things, the following:
- (a) the composition of the Supplier Group and the obligations of each member of the Supplier Group during the performance of the Contract to be awarded;
  - (b) the joint responsibility of each member of the Supplier Group individually and their joint liability together for the performance of their commitments and obligations under the Contract (irrespective of their contribution under the joint venture agreement);
  - (c) the partner representing the Supplier Group shall be authorised, on behalf of the Supplier Group, to submit and sign the application and/or tender and, if they are successful in the procurement, to sign the Contract, submit the settlement documents, sign the documents related to the performance of the Contract and to carry out any other acts on behalf of the Supplier Group;
  - (d) the members of the Supplier Group identified in the joint venture agreement may not be changed without the prior written consent of the Procuring Entity.
- 8.3. If the Final Tender submitted by the Supplier Group is declared as successful and the Supplier Group receives an offer to conclude a Contract, it shall not be required to take a specific legal form.

## **9. Engaged economic entities**

- 9.1. In order to meet the qualification requirements set out in the procurement documents, the supplier may engage economic entities on whose capacities it will rely upon or Quasi-subcontractors during the procurement and performance of the Contract.
- 9.2. The Supplier must specify the economic entities on whose capacities it will rely upon or Quasi-subcontractors in the application. If the supplier has not indicated that it is relying on the capacities of economic entities or Quasi-subcontractors and has not listed (declared) them by the deadline for the submission of applications, it may not engage (list) the economic entities whose capacities it will rely upon or Quasi-subcontractors in the qualification requirements for which it did not specify economic entities whose capacities it will rely upon or Quasi-subcontractors in the application.
- 9.3. Different suppliers may rely on the capacities of the same economic entities.
- 9.4. Unless the supplier specifies in the application that it will engage economic entities whose capacities it will rely upon or Quasi-subcontractors and has listed (declared) them, the supplier must meet the qualification requirements specified in the procurement itself.
- 9.5. By submitting the ESPD of the engaged economic entities whose capacities the supplier will rely upon, the supplier confirms that the capacities of the economic entities whose capacities it will rely upon will be available to the supplier during the term of the Contract and that it will provide additional evidence at the request of the Buyer.

- 9.6. If a procurement provides for qualification requirements for the supplier or its managerial staff to have appropriate education, professional qualifications or professional experience, to hold a specific authorisation, to be a member of certain organisations or to have a professional civil liability insurance, the supplier may rely on the capacities of other economic entities only if those economic entities will themselves carry out the specific activities for which their capacities have been engaged.
- 10. Using resources**      **third-party**      10.1. In order to meet the qualification requirements set out in the procurement documents, the supplier may use the resources of third parties who will not actively or directly contribute to the performance of the Contract (will not provide services, perform work, supply goods directly or otherwise participate directly in the performance of the Contract). The supplier must indicate this in the application and provide evidence that these resources will be available to it during the term of the Contract.
- 11. Subcontractors**      11.1. The supplier may engage subcontractors for the performance of the Contract, whether for the supply of goods, the provision of services or the performance of work, but it must carry out the essential tasks itself and may not engage subcontractors for such tasks. A list of essential tasks, if any, shall be provided in the SPC.
- 11.2. The participation of an economic entity as a subcontractor shall not be limited – the same economic entity may submit an application and/or a tender individually and participate as a subcontractor of another supplier, or submit an application and/or tender as a member of a Supplier Group and participate as a subcontractor of another supplier, or participate as a subcontractor in applications and/or tenders of different suppliers.
- 11.3. The supplier must indicate in the tender which lots of the Contract will be performed by subcontractors and name them, if they are known at the time of submission of the tender.
- 12. Grounds for exclusion, acceptability of suppliers**      12.1. The supplier must have no grounds for exclusion set out in the procurement documents during the procurement and performance of the Contract. The requirements regarding the absence of grounds for exclusion and the documents required to prove their absence shall be set out in the SPC.
- 12.2. A supplier shall be excluded from the procurement at any stage of the procurement procedure if it is found that it meets at least one of the grounds for exclusion of suppliers set out in the procurement documents, except for the exceptions provided for in the LPP/LP.
- 12.3. The requirements for the absence of grounds for exclusion shall also apply to the economic entities whose capacities are relied upon. The Procuring Entity shall request to replace the economic entity whose capacities are relied upon within a time limit set by the Procuring Entity if it is found that the economic entity meets the grounds for exclusion.

The requirements of the grounds for exclusion shall not apply to subcontractors and Quasi-subcontractors unless specified otherwise in the SPC.

- 12.4. If the application is being submitted by a Supplier Group, the grounds for exclusion of suppliers shall apply to each member of the Supplier Group.
- 12.5. If the SPC specify that the compliance with the requirements of Article 45(2<sup>1</sup>)(1; 2; 6) of the LPP / Article 58(4<sup>1</sup>)(1; 2; 6) of the LP must be verified during the procurement, the following provisions shall apply:
  - the supplier, its subcontractor, economic entities whose capacities it relies on, the manufacturer of the goods (including their components and packaging) offered by the supplier or the persons controlling them must not be registered in (or, if they are natural persons, be permanent residents or have the nationality of) the territories of the Russian Federation, the Republic of Belarus, Crimea annexed by the Russian Federation, the territories of Transnistria not under the control of the Government of the Republic of Moldova, the territories of Abkhazia and South Ossetia not under the control of the Government of the Republic of Sakartvelo;
  - the supplier, its subcontractor and economic entities whose capacities it relies on do not conduct business in the territories of the Russian Federation, the Republic of Belarus, Crimea annexed by the Russian Federation, the territories of Transnistria not under the control of the Government of the Republic of Moldova, the territories of Abkhazia and South Ossetia not under the control of the Government of the Republic of Sakartvelo, or are not participants or managers, other type of members of the management or supervisory body of a group of economic entities with at least one member conducting business in the countries or territories referred to above, including any other person(s) who has/have the power to represent the Supplier, subcontractor or economic entity whose capacities are relied on, control it, make a decision on its behalf, enter into a transaction, and thus is involved in the business of such groups of economic entities and/or economic entities.
- 12.6. The supplier may be excluded from the procurement at any stage of the procurement procedure if the circumstances referred to in Article 45(2<sup>1</sup>)(4; 5) of the LPP / Article 58(4<sup>1</sup>)(4; 5) of the LP become apparent.

### **13. Suitable products, their origin**

- 13.1. If the procurement documents, when describing the procurement object, list specific models or sources, specific processes or trademarks, patents, types, specific origin or type manufacturing or refer to a specific standard or technical certificate, each such reference shall be deemed to be accompanied by the words 'or equivalent'. The supplier must demonstrate in its tender the equivalence and conformity of the offered product with the requirements of the technical specification.
- 13.2. The Supplier is encouraged to choose and offer or use in the procurement the products that do not originate in the third countries, as they are defined in Article 67(1) of the LP.

- 13.3. If the SPC provide for the application of it, the procurement shall include the requirement that the proportion of the products originating from a third country in the supplier's tender for the supply of goods may not represent more than 50 percent of the total value of the offered products, as it is described in the Regulation (EU) No 952/2013 of the European Parliament and of the Council laying down the Union Customs Code (OL 2013 L 269, p. 1). Software used in telecommunication network devices is considered a product. A third country is considered a country that has not entered into a multilateral or bilateral agreement with the EU ensuring competitive and effective access for EU companies to the public procurement markets of those countries.
- 13.4. If the SPC specify that the compliance with the requirements of Article 45(2<sup>1</sup>)(3) of the LPP / Article 58(4<sup>1</sup>)(3) of the LP must be verified during the procurement, the following requirements shall apply to the origins of goods and the location of services:
- (a) the origin of offered goods (including their components and packaging) may not be the Russian Federation, the territory of the Republic of Belarus, Crimea annexed by the Russian Federation, the territory of Transnistria not under the control of the Government of the Republic of Moldova, the territories of Abkhazia and South Ossetia not under the control of the Government of the Republic of Sakartvelo;
  - (b) the services to be procured may not be provided from the countries or territories referred to in clause (a).

#### **14. National requirements**

##### **security**

- 14.1. If the SPC specify that the procurement shall be subject to a screening procedure set out in the Law on the Protection of Objects Critical to National Security, the following provisions shall apply:
- (a) ) if the suppliers, their subcontractors and the economic entities whose capacities they rely on are not registered in (or, if the supplier, its subcontractor or economic entity whose capacities it relies on is a natural person, have permanent residence in or nationality of) a Member State of the European Union, a Member State of the North Atlantic Treaty Organization or a third country which has signed the international agreements provided for in Article 29(4) of the LP / Article 17(4) of the LPP, they may not participate in the procurement;
  - (b) the goods (including their manufacturers), services or work offered by the supplier must not pose a threat to national security. The goods (including their manufacturers), services or work offered by a supplier shall be deemed as a threat to national security when the Government of the Republic of Lithuania makes a decision that the intended transaction does not meet the interests of national security as per the Law on the Protection of Objects Critical to National Security;
  - (c) the supplier shall have to provide, within a reasonable time specified by the Procuring Entity, the explanations and documents requested by the Procuring Entity that are needed to carry out the screening.
- 14.2. If the SPC specify that the compliance with the requirements of Article 37(9) of the LPP / Article 50(9) of the LP and Article 47(9) of the LPP must be verified during the procurement, the following provision shall apply:

- (a) the suppliers, their subcontractors or economic entities whose capacities they rely upon shall be prohibited from participating in the procurement if they or the persons controlling them are registered in (or, if the supplier, its subcontractor, economic entity whose capacities it relies upon or the person controlling it is a natural persons, have permanent residence in or nationality of) the Russian Federation, the Republic of Belarus, the People's Republic of China (except for the Separate Customs Territory of Taiwan, Penghu, Kinmen, and Matsu), the Crimea annexed by the Russian Federation, the territory of Transnistria not under the control of the Government of the Republic of Moldova, the territories of Abkhazia and South Ossetia not under the control of the Government of the Republic of Sakartvelo. If the supplier, its subcontractor, economic entities whose capacities it relies on or the persons controlling them are undertakings important for national security, state enterprises, municipal enterprises, or state-owned enterprises and their subsidiaries listed in the Law on the Protection of Objects Critical to National Security, such entities shall not be subject to the provisions of this clause;
- (b) the manufacturer of offered goods or the person controlling it may not be registered in (or, if the manufacturer or the person controlling it is a natural person, have permanent residence in or nationality of) the countries or territories referred to in clause (a);
- (c) the provision of services may not be carried out from the states or territories referred to in clause (a).

## 15. Sustainability requirements

- 15.1. The procurement shall be carried out in accordance with the fundamental principles of procurement under the requirements of Article 17(2) of the LPP / Article 29(2) of the LP, thus, taking into account the object of the procurement, the purpose of the procurement and the requirements set out in the SPC:
- (a) the supplier must offer goods, services and/or work that comply with environmental requirements, in order for goods, services and/or work offered to have the lowest possible negative impact on climate change, environmental pollution, waste generation, use of natural resources, state of ecosystems and their services and/or other negative environmental impacts;
  - (b) the supplier must offer goods, services and/or work that comply with the socially responsible procurement requirements (where applicable), which contribute to addressing social issues: employment of assisted persons, fair wages, implementation of the principles of gender equality and non-discrimination on other grounds, prevention of psychological violence in the workplace and implementation of measures to assist persons subjected to such violence, and/or any other measures for the benefit of the public;
  - (c) the supplier is encouraged to offer innovative solutions and the best, most efficient products on the market.

## 16. Qualification requirements

- 16.1. The qualification requirements (if applicable) are set out in the Annex to the SPC 'Requirements for suppliers (grounds for exclusion, qualification requirements)'.

**17. ESPD (European Single Procurement Document)**

- 17.1. During the procurement, the supplier shall submit an ESPD together with the application – declarations that the supplier and the economic entities whose capacities it relies upon (and subcontractors, Quasi-subcontractors, if required) comply with the established requirements on the absence of grounds for exclusion, the qualification requirements, the requirements on compliance with the quality management system and/or the standards of the environmental management system.
- 17.2. The ESPD shall be completed using the template provided in the annex to the application, and then uploaded to <http://ebvpd.eviesiejipirkimai.lt/espd-web/>, or by completing a pdf file.
- 17.3. An ESPD submitted during previous procurements (in accordance with Article 50(3) of the LPP) may be submitted together with the application, provided that the grounds for exclusion and the qualification requirements established in the previous procurement were at least as extensive as the requirements of this procurement, and that the documents confirming the absence of grounds for exclusion and the documents justifying the qualification requirements are valid and up to date. The Tenderer shall provide information on the reused ESPD in the application.
- 17.4. At the request of the Procuring Entity, the Tenderer shall undertake to provide, at any stage of the procurement procedure, the documents supporting the information specified in the ESPD on the absence of grounds for exclusion, compliance with qualification requirements and, where applicable, with the standards of the quality management system and/or the environmental management system.

**18. Documents supporting the ESPD**

- 18.1. Documents issued by competent authorities that justify the absence of grounds for exclusion and compliance with the qualification requirements must be:
- (a) valid on the date of application (e.g. certificates, attestations);
  - (b) issued not earlier than 120 days before the deadline for submission of applications (documents issued by the Court, the Information Technology and Communications Department under the Ministry of the Interior, the State Enterprise Centre of Registers or other competent authority in accordance with the procedure established by the Government of the Republic of Lithuania, or equivalent documents issued by a foreign entity);
  - (c) issued not earlier than 120 days before the date of submission of the supplier's request to replace an economic entity whose capacities it relies upon to the Procuring Entity (if the supplier requests to replace an economic entity whose capacities it relies on after the submission of applications or tenders).
- 18.2. If the supplier is unable to provide the documents proving the absence of the grounds for exclusion established in the procurement documents in accordance with Article 46(1) and (3) as well as (6)(2) of the LPP, either because the Member State or the respective country does not issue such documents, or because the documents issued in that country

do not cover the full range of the issues, they may be replaced by:

- (a) a declaration of oath;
- (b) an official declaration of the supplier, provided that the declaration of oath is not used in the country. The official declaration of the supplier must be approved by a competent legal or administrative authority, notary or competent professional or trade organisation of the Member State or the supplier's country of origin or of the country where it is registered.

- 18.3. In order to prove the compliance with the qualification requirements on the right to pursue an economic activity, a supplier registered in a Member State of the European Union, in the Swiss Confederation or in a state signatory to the Agreement on the European Economic Area may submit documents issued by the competent authorities of its country of origin. However, the supplier has the obligation to apply within a reasonable amount of time to the relevant authority of the Republic of Lithuania on issuing a document acknowledging its right. Documents confirming the qualifications of a supplier registered in a foreign country may also be issued in Lithuania after the closing date for the submission of applications, but they must be submitted to the Procuring Entity before the date of signing the Contract.
- 18.4. If the Procuring Entity has doubts about the absence of grounds for exclusion and/or compliance with the qualification requirements, and, if applicable, the standards of the quality management system and/or the environmental management system of a supplier, it shall have the right to consult the competent authorities and third parties (clients) indicated in the supplier's tender in order to verify the accuracy of the information provided, and, if they fail to confirm the accuracy of the information provided by the supplier, to reject the supplier's application or tender.
- 18.5. The Procuring Entity may request the supplier to give it access to the projects implemented by the supplier and their results in order to verify the documents submitted by the supplier on its compliance with the established qualification requirements. The supplier must, to the extent that it is within its power, give such access and provide any additional data and documents requested that are related to the information provided by the supplier together with its application or tender and are necessary to verify the supplier's compliance with the specified qualification requirement.
- 18.6. The Procuring Entity shall not require the supplier to provide 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 he:
  - (a) can access such documents or information directly and free of charge by connecting to a national database in any Member State or by using the means of the CPP IS;
  - (b) has such documents already from the previous procurement procedures.
- 18.7. The Procuring Entity shall not require the supplier to provide certificates confirming the absence of the grounds for exclusion referred to in Article 46 of the LPP, unless there are

reasonable doubts about the supplier's reliability. This provision shall apply to simplified procurements.

- 18.8. The economic and financial capacity of suppliers shall be evaluated in euros. When assessing the qualifications of suppliers, the amounts quoted in currencies other than the euro in the documents proving the qualification of the supplier shall be converted into euros in accordance with the ratio between the euro and the respective currency listed by the European Central Bank (ECB) at the final day for the submission of applications.

**19. Unusually low tender price**

- 19.1. Unusually low tender price shall be taken into account during the procurement in accordance with the provisions of Article 57 of the LPP / Article 66 of the LP. Additional conditions in regards of setting an unusually low price may be provided in the SPC.

**20. Communication between the Procuring Entity and suppliers**

- 20.1. The communication and exchange of information between the Procuring Entity and the suppliers (including, but not limited to, explanations and clarifications of the procurement documents, notifications, requests, etc.) shall be carried out through the means of CPP IS. Communication may be carried out by other means specified by the Procuring Entity when the Contract is being signed or negotiation meetings take place.
- 20.2. Applications, tenders, their annexes and accompanying documents (either generated directly through electronic means or digital copies of documents) shall be submitted using the means of the CPP IS through the 'Tender box'. Applications and/or tenders submitted using the correspondence means of the CPP IS without complying with the submission procedures set out in the procurement documents shall be deemed not to have been received and will not be evaluated.
- 20.3. The Procuring Entity shall not be liable for applications and/or tenders not received or received late due to malfunctions in communication and telecommunication measures, the CPP IS or due to other unforeseen events. Considering the above, the suppliers are encouraged to prepare their applications and tenders in such a way as to allow sufficient time for their timely and proper submission. Applications and/or tenders received after the deadline for submission will not be evaluated. In the event of a disruption in the activities of the CPP IS, the suppliers must take the actions specified by the Public Procurement Office (hereinafter referred to as the PPO).
- 20.4. The Procuring Entity may give the suppliers an opportunity to visit the sites related to the object of the procurement. The SPC shall specify whether such meetings will be held.

**21. Persons participating in the procurement**

- 21.1. The procurement shall be conducted by a public procurement commission. Observers shall not be invited to attend its meetings unless otherwise specified in the SPC. Tenders and applications shall be evaluated in the absence of the suppliers and/or their authorised representatives.

- 22. Confidentiality**
- 22.1. When submitting a tender, the supplier must indicate whether its tender and application contain confidential information.
- 22.2. At the request of the Procuring Entity, the supplier shall provide a detailed explanation which information in the application and the tender is considered as confidential. The information which is public or cannot be considered as confidential under the laws of the Republic of Lithuania, or whose confidentiality cannot be substantiated by the supplier by providing evidence shall not be considered as confidential. The entire application or tender may not be considered as confidential information.
- 22.3. If part of the information relevant for the preparation of the application or tender is confidential in accordance with the Buyer's internal procedures, such information may only be provided or made available to the supplier after it signs a non-disclosure agreement in the form prescribed by the Procuring Entity.
- 23. Signing documents**
- 23.1. If the application and the tender forms, including their annexes, require the signature of an authorised person, they must be signed by the authorised person using a physical signature or a qualified electronic signature. The provision does not apply to ESPDs submitted by economic entities whose capacities are relied upon. If a set of documents is signed using a qualified electronic signature, it shall not be required to sign each document individually.
- 24. Costs**
- 24.1. The supplier shall not be reimbursed for any direct or indirect costs related to the participation in the procurement.
- 24.2. If the procurement has a requirement to submit samples of the goods, suppliers must deliver and, at the end of the procurement procedures, collect the samples at their own expense.
- 25. Language and format of suppliers' documents**
- 25.1. Unless otherwise specified in the SPC, the application and the tender shall be prepared in the same language or in one of the languages the procurement documents are written in, and the accompanying documents may be submitted in Lithuanian or in English.
- 25.2. If the documents (notes, certificates, attestations, specifications, etc.) or equivalent documents submitted with the application or tender proving the compliance with the requirements set out in the procurement documents are in other languages, they must be accompanied by a translation into Lithuanian or English. At the request of the Procuring Entity, the supplier shall submit translations of the documents into Lithuanian confirmed by a certified translator. The Procuring Entity shall have the right to request the supplier to provide the original documents.
- 25.3. The documents submitted together with the application or tender must be in commonly available document formats (e.g., doc, docx, adoc, pdf, xls, xlsx, jpg, jpeg, pps, ppsx, gif, tif, tiff, jsfc, zip, etc.). If the documents are submitted in inaccessible formats or are damaged, and the Procuring Entity is unable to

access the document, the document will be deemed not to have been submitted.

## **B. Conducting a negotiated procedure with publication**

- 26. Summary of the process**
- 26.1. The negotiated procedure with publication shall be conducted in the following order:
- 1) Candidates prepare and submit applications;
  - 2) Procuring Entity evaluates the applications;
  - 3) Candidates are invited to submit Initial Tenders;
  - 4) Procuring Entity evaluates the Initial Tenders;
  - 5) Procuring Entity conducts negotiations and invites Tenderers to submit Final Tenders;
  - 6) Procuring Entity evaluates the Final Tenders and determines the successful tender.
- 26.2. Suppliers participating in the procurement must carefully examine and comply with all the instructions, requirements, forms and annexes included in the procurement documents.

## **C. Preparing and submitting applications**

- 27. Application documents**
- 27.1. The application shall be prepared by completing the application form provided in the annex to the SPC, the annexes thereto and attaching the documents specified therein.
- 27.2. The supplier does not have to prepare and submit a tender together with the application. If the supplier submits a tender together with the application, it will not be evaluated.
- 27.3. The application shall not be accompanied by the documents substantiating the absence of grounds for exclusion and the compliance with the qualification requirements (if any) set out in the ESPD, except where the submission of such documents is provided for in the application form or where a qualification-based selection procedure is applied. In that case the Candidates shall submit the information set out in the ESPD and the documents substantiating their compliance with the qualification requirements together with their application.
- 28. Submission deadlines**
- 28.1. The application must be submitted by the submission deadline indicated in the notice. If the Procuring Entity extends the application submission deadline before it runs out, the renewed deadline shall be announced in accordance with the procedure laid down in the LPP/LP and notified using the means of the CVP IS to all the suppliers who have joined the procurement.
- 28.2. The supplier shall have the right to change or withdraw its application using the means of the CPP IS before the application submission deadline runs out.

## **D. Evaluating applications**

**29. Evaluating the information provided in the application**

- 29.1. After the application submission deadline specified in the CPP IS, the Procuring Entity shall get familiar with the applications submitted on time start their evaluation.
- 29.2. Taking into account the information provided in the ESPD and, where applicable, in the documents referred to in clause 17.4 of the GPC, the Procuring Entity shall verify whether the Candidate, the economic entities whose capacities it relies upon and the subcontractors (where applicable) do not meet the grounds for exclusion set out in the procurement documents, and whether they comply with the qualification requirements, and, where applicable, with the standards of the quality management system and the environmental management system. After making a decision on the applications submitted for each lot of the procurement object and the Candidates who submitted them, it shall inform each Candidate of the results of this evaluation.

**30. Qualification-based selection**

- 30.1. A qualification-based selection may be conducted during the procurement, as it is defined in Article 54 of the LPP. The option to conduct the qualification-based selection shall be specified in the SPC.
- 30.2. Only the Candidates who were found not to have grounds for exclusion and who meet the minimum qualification requirements (if any) and, where applicable, the standards of the quality management system and/or the environmental management system shall be allowed to participate in the qualification-based selection.
- 30.3. The Procuring Entity shall score each Candidate participating in the qualification-based selection, determine the total score of each Candidate participating in the qualification-based selection and shall rank the Candidates based on their qualification in the descending order. Where the total scores of several Candidates participating in the qualification-based selection are the same, the Candidate who submitted the application earlier shall be ranked first.
- 30.4. The Candidates, the number of which shall be specified in the SPC, shall be invited to submit a tender according to the ranking of the qualification-based selection.
- 30.5. If, following the evaluation of the Candidates' applications, the number of eligible applications is lower than the minimum number of Candidates to be invited, as provided in the SPC, the qualification-based selection shall not be carried out and all the Candidates whose applications were not rejected shall be invited to submit a tender.
- 30.6. The Procuring Entity shall inform each Candidate participating in the qualification-based selection about the decision made to invite them to participate in the following procurement procedure or to exclude them from further procurement procedures. Each Candidate shall be told their score.

**31. Revising information**

- 31.1. If, during the evaluation of submitted applications, the Procuring Entity finds that the Candidate has submitted inaccurate, incomplete or incorrect documents or data relating to the compliance with the requirements of the procurement documents, or that such documents or data are missing, the

Procuring Entity shall, without prejudice to the principles of equality and transparency, request the Candidate to clarify, supplement or explain such documents or data within a reasonable period of time determined thereof. The data and/or documents may be revised, explained or supplemented in accordance with the procedure and on the grounds set out in Article 45 of the LPP / Article 58 of the LP.

### **32. Rejecting applications**

- 32.1. The Procuring Entity may decide not to evaluate the entire application of the Candidate if it, after checking a part of it, finds that the application must be rejected in accordance with the requirements of the procurement documents.
- 32.2. An application submitted by a Candidate shall be rejected if at least one of the following conditions apply:
- (a) the application does not meet the requirements set out in the procurement documents;
  - (b) if it is established that inaccurate, incomplete or incorrect documents or data have been submitted or that they are missing, and the Candidate has failed to revise, supplement or explained the application within the deadline set by the Procuring Entity or the supplier has failed to provide the documents supporting the information in the ESPD within the deadline set by the Procuring Entity;
  - (c) the Candidate or the economic entity whose capacities it relies upon (the subcontractor or Quasi-subcontractor, if applicable) meets at least one of the grounds for exclusion or does not meet the requirements set out in clause 12.5 of the GPC;
  - (d) the Candidate does not meet the qualification requirement set out in the procurement documents and/or, where applicable, the standard for the quality management system and the environmental management system and/or the economic entity whose capacities it relies upon does not meet the qualification requirements imposed on it;
  - (e) the Candidate, the economic entity whose capacities it relies upon or the subcontractor does not meet the applicable national security requirements, as they are defined in clause 14 of the GPC;
  - (f) if the application has been submitted by an entity which is subject to sanctions under the Law on the Implementation of Economic and Other International Sanctions of the Republic of Lithuania;
  - (g) there are cases provided for in Article 45(2<sup>1</sup>) (1, 2, 6) of the LPP / Article 58(4<sup>1</sup>) (1, 2, 6) of the LP (if the verification of such data is provided for in the SPC);
  - (h) there are cases provided for in Article 45(2<sup>1</sup>) (4, 5) of the LPP / Article 58(4<sup>1</sup>) (4, 5) of the LP;
  - (i) in any other cases specified in the LPP or the LP and in these procurement documents.

### **33. Call to submit a tender**

- 33.1. Only the Candidates whose applications are not rejected in accordance with the provisions of clause 32 of the GPC will be eligible to participate in the following procurement procedures. The Procuring Entity shall send to these Candidates an invitation to submit Initial Tenders.

## E. Preparing tenders

- |                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>34. Tender documents</b>          | 34.1. Tenders shall be prepared by completing a tender form provided in the annex to the SPC and attaching the documents specified therein.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>35. Tender price</b>              | <p>35.1. The Tenderer shall indicate in the tender the price of the tender (the term hereinafter collectively referred to as the price shall also include the meaning of costs, where applicable). The calculation of the price must include the full scope and requirements of the procurement object as specified in the procurement documents, the components of the price, etc. The tender price must include all taxes and all other direct and indirect costs and fees incurred and/or likely to be incurred by the Tenderer (except where it is expressly stated in the procurement documents that certain specific costs are not to be included in the tender price).</p> <p>35.2. VAT shall be indicated separately. If the Tenderer is not subject to VAT, it must state this in the tender.</p> <p>35.3. The tender price (including all the components of the price and any rates, if any) shall be quoted with no more than within two decimal places unless otherwise specified in the SPC or the tender form.</p> <p>35.4. The price shall be quoted in euros. If the prices in the tenders are quoted in a foreign currency, they shall be converted in accordance with the procedure laid down in the LPP/LP.</p> <p>35.5. The tender prices shall be evaluated and compared while excluding VAT.</p> |
| <b>36. Variants</b>                  | 36.1. No variants may be submitted unless otherwise specified in the SPC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>37. Initial and Final Tenders</b> | <p>37.1. Initial and Final Tenders shall be prepared during the procurement process. If necessary, an interim tender may be requested during the procurement process.</p> <p>37.2. The Initial Tender shall be deemed to be the totality of the initial documents and data submitted by the Tenderer in accordance with the terms and conditions set by the Procuring Entity (revisions and/or additions made by the Tenderer during the negotiation procedure shall be deemed to be an integral part of the Initial Tender).</p> <p>37.3. Final Tender shall be prepared and submitted after the negotiations.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

## F. Tender validity and security

- |                                   |                                                                                                                                                                  |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>38. Tender validity period</b> | <p>38.1. The procurement shall require that:</p> <p>(a) the Initial Tender is valid for at least 5 months after the deadline for submitting Initial Tenders;</p> |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|

- (b) the Final Tender is valid for at least 5 months after the deadline for submitting Final Tenders.
- 38.2. The Procuring Entity may request to extend the validity of the tender for a specific period.
- 39. Final Tender security**
- 39.1. The SPC shall specify whether the validity of the Final Tender must be secured and what type of the security shall be used (a bank guarantee, an unconditional and irrevocable surety bond from an insurance company or a penalty specified in the SPC).
- 40. Requirements for a bank guarantee or a surety from an insurance company**
- 40.1. The supplier must provide a Final Tender security, i.e., a bank guarantee or an unconditional and irrevocable surety bond from an insurance company, before the Final Tender submission deadline.
- 40.2. The tender security must be valid for at least the duration of validity of the Final Tender. In the event of a delay in the procurement procedures, the Tenderer may be requested to confirm the validity of its Final Tender and extend the Final Tender security for a specific period.
- 40.3. The document confirming the tender security must be addressed to the Buyer.
- 40.4. Requirements for the bank issuing the document confirming tender security (bank guarantee) are the following: such guarantee must be issued by a bank registered in the Republic of Lithuania or in another Member State of the European Union or in a State of the European Economic Area (EEA), or by another international bank with a long-term borrowing rating of at least 'BBB' according to Fitch Ratings agency (or an equivalent of Standard&Poor or Moody's rating agencies). The rating must be matched by the bank that has issued the guarantee or the group of companies to which it belongs.
- 40.5. The document proving the Final Tender security shall be provided in one of the following forms:  
 (a) a document signed with a qualified electronic signature by the bank/insurance company that has issued the tender security shall be submitted to the CPP IS;  
 (b) a tender security document issued by a bank/insurance company (a paper document signed with an original physical signature) shall be delivered in person, by post or by courier during the Procuring Entity's office hours. The envelope must bear the name and number of the procurement.
- 40.6. The document confirming the tender security shall contain a irrevocable and unconditional commitment by a bank or insurance company to pay the Buyer the amount specified in the SPC no later than within 20 working days after the Buyer's first written request to the bank or insurance company specifying in its request one or more of the circumstances referred to in clause 41 of the GPC without a need to provide further justification for the request.
- 40.7. A Tenderer may request the Procuring Entity to confirm the acceptability of the document confirming its tender security. The Procuring Entity shall reply no later than 3 working days after receipt of the request. Such a request by a Tenderer shall

not affect the submission deadline for the Final Tender security.

- 41. Using the Tender security**
- 41.1. The Procuring Entity shall be entitled to request the bank or insurance company to pay the amount specified in the tender security if:
- (a) during the period of tender validity, the Tenderer withdraws its tender;
  - (b) the Tenderer has provided false information in its tender, which the Procuring Entity can prove by any lawful means;
  - (c) the successful Tenderer refuses or fails to arrive to conclude the Contract or fails to sign it within the prescribed deadline.
- 41.2. If Tenderer refuses to conclude the Contract, the Procuring Entity shall be entitled to demand payment of a penalty in the amount specified by the SPC. The Tenderer shall be deemed to have refused to conclude the Contract where at least one of the conditions referred to in clause 57.1(a–d) of the GPC is met.

## G. Submitting tenders

- 42. Tenders submission deadlines**
- 42.1. The call to submit tenders shall be sent by a separate CPP IS notification.
- If the Procuring Entity extends the deadline for the submission of tenders before the tender submission deadline, the revised deadline for the submission of tenders shall be communicated in the CPP IS.
- 42.2. The tender shall be submitted before the tender submission deadline specified in the call to submit tenders.
- 42.3. Before the deadline for the submission of Final Tenders has run out, the supplier may modify (resubmit) or withdraw its Final Tender without losing its right to its tender security (if such security is required).
- 43. Submitting the Final Tender**
- 43.1. The last tender submitted by a Tenderer who has submitted an Initial Tender but who has not submitted a separate Final Tender after negotiations (either the Initial Tender or the revised Initial Tender (including the revisions and/or additions made during the negotiations, if any)) shall be treated as the Final Tender, unless the Tenderer expressly indicates in writing to the Procuring Entity that it declines to continue to take part in the procurement procedures. In that case, the tender shall no longer be evaluated.
- 44. Encrypting the Final Tender**
- 44.1. A Tenderer may submit an encrypted Final Tender. The encryption of the Final Tender shall be carried out in accordance with the procedure laid down in the [Rules of using the Central Public Procurement Information System](#).

## H. Evaluating Initial Tenders, negotiations

- 45. Minimum requirements for Initial Tenders**
- 45.1. After the Initial Tender submission deadline, the conformity of the timely submitted Initial Tenders with the minimum requirements set out in the SPC shall be assessed. The Initial Tenders that do not meet the minimum requirements shall be rejected.
- 46. Conducting negotiations**
- 46.1. Negotiations shall be conducted with the Tenderers whose Initial Tenders meet the minimum requirements. The Procuring Entity shall keep the Tenderers informed about the progress of the negotiations and provide other relevant information.
- 46.2. The procurement negotiations shall not be held in stages while reducing the number of tenders in accordance with Article 66(4) of the LPP or Article 75(4) of the LP unless otherwise specified in the SPC.
- 46.3. Negotiations shall be conducted by any of the following methods: meetings at the Procuring Entity's premises, telephone or internet conferences, or other methods used to conduct this procurement.
- 47. Subject of negotiations**
- 47.1. Negotiations shall be conducted on all the characteristics of the object of procurement, including price and non-conformities with the technical specification, as well as on the requirements of the procurement documents, in so far as the possibility of modifying the procurement documents is not restricted by the GPC and the SPC.
- 47.2. In all cases, the minimum requirements for Initial Tenders, the tender evaluation criteria and procedures as well as the final outcome of the negotiations recorded in the Final Tenders shall be non-negotiable.
- 48. Negotiation meetings**
- 48.1. The Procuring Entity shall inform the Tenderers of the procedures for conducting negotiation meetings (if any). Only the persons duly authorised by the Tenderer may attend negotiation meetings and the tender presentations.
- 48.2. Negotiations shall be conducted in the languages the tenders are allowed to be submitted in.
- 48.3. At the request of the Procuring Entity, the Tenderer must provide in advance the full names and organisations of any representatives of the Tenderer who wish to attend negotiation meetings or tender presentations. Upon a request by the Procuring Entity, the Tenderer's representatives shall be obliged to produce documents proving their identity and their authorisation, and if they fail to do so, they shall not be allowed to participate in the negotiation meeting.
- 48.4. The negotiation meeting shall be initiated by the Procuring Entity with each Tenderer individually by notifying it in reasonable time about the negotiation meeting and agreeing on the time, place and form of the meeting.
- 48.5. Negotiations shall be conducted with each Tenderer individually. All of the above conditions may be negotiated for at the same time or separate meetings may be organised for some of the conditions. Together with the invitation to the negotiation meeting, the Procuring Entity shall provide the

Tenderer the information on the topics to be discussed during the negotiation meeting.

48.6. The Procuring Entity shall prepare the minutes of each negotiation meeting, which shall be drafted and submitted to the Tenderer to sign. The minutes of the negotiation shall be signed by the chair of the meeting of the Public Procurement Commission and by the authorised representative(s) of the Tenderer with whom the negotiation is conducted. If the Tenderer does not sign the minutes, the negotiation meeting shall be deemed not to have taken place and any information provided by the Tenderer during the negotiation meeting shall not be evaluated.

48.7. The Procuring Entity may film or otherwise record the negotiation meetings and the tender presentations. The Tenderer may only do so after receiving a written consent of the Procuring Entity. The Tenderer may request such consent in writing not later than within 1 working day before the negotiation meeting or the tender presentations. Filmed or otherwise recorded material, regardless if it is in the possession of the Procuring Entity or the Tenderer, shall be considered as confidential procurement information.

#### **49. Concluding negotiations**

49.1. If the Procuring Entity decides to conclude the negotiations, the final procurement documents, if they were amended during the negotiations, shall be submitted to all the Tenderers together with an invitation to submit a Final Tender, and the Procuring Entity shall set a reasonable deadline for Tenderers to submit their Final Tenders. No further negotiations shall take place once the final procurement documents have been disseminated by the Procuring Entity.

### **I. Evaluating and determining the successful tender**

#### **50. Examining tenders and ensuring confidentiality**

50.1. Tenders shall be examined, considered and evaluated while ensuring confidentiality, without the presence of representatives of interested Tenderers.

#### **51. Revising the tender data**

51.1. If the Tenderer has provided inaccurate, incomplete or incorrect documents or data about its compliance with the requirements set out in the procurement documents, or if such documents or data are missing, the Procuring Entity shall request the Tenderer (where it is able to do so without prejudice to the principles of equality and transparency) to clarify, supplement or explain such documents or data within a reasonable period of time set by it. The data and/or documents shall be corrected, explained or supplemented in accordance with the rules laid down by the PPO<sup>1</sup>.

#### **52. Evaluating Final Tenders**

52.1. After the deadline for submitting Final Tenders, the Procuring Entity shall evaluate the Final Tenders submitted by the suppliers and make a decision on their conformity with the requirements set out in the procurement documents.

<sup>1</sup> [Rules for clarifying, supplementing or explaining tenders.](#)

- 52.2. The Procuring Entity may choose not to evaluate the supplier's Final Tender in its entirety if, after examining a part of it, it determines that the tender must be rejected.
- 53. Ranking tenders and determining the successful Tenderer**
- 53.1. The Final Tenders that meet the requirements set out in the procurement documents shall be compared according to the criteria for evaluating the most economically advantageous tender as set out in the SPC and then ranked.
- 53.2. The tenders shall be ranked separately for each lot of the procurement object.
- 53.3. The tenders shall be ranked in descending order based on their economic advantage; in ascending order based on the price (when tenders are compared based on the price only); in descending order based on the price or cost/quality ratio (expressed as a score) (when tenders are compared based on the price or cost/quality ratio); in ascending order based on the life-cycle costs (when tenders are compared based on the life-cycle costs).
- 53.4. If several tenders have the same economic advantage score, the Tenderer who submitted their Initial Tender earlier using the means of the CPP IS shall be ranked higher in the tender ranking.
- 53.5. The Final Tender of the Tenderer who is in the first place in the ranking shall be declared the successful tender.
- 53.6. If during the procurement procedures only one Final Tender from one Tenderer remains (exists), the tender ranking shall not be made. Such Final Tender shall be deemed successful.
- 53.7. If the procurement provides for the conclusion of a framework agreement, several Final Tenders that are at the top of the ranking may be recognised as successful tenders (the maximum number of such tenders shall be indicated in the SPC).
- 53.8. The Buyer may decide not to award the Contract to the Tenderer who submitted the most economically advantageous tender if it appears that the tender does not comply with the environmental, social and labour law obligations referred to in Article 17(2)(2) of the LPP (or Article 29(2)(2) of the LP respectively).
- 54. Informing suppliers**
- 54.1. After determining the tender ranking and deciding on the successful tender, or after deciding on the termination of the procurement procedures, the Procuring Entity shall inform about it the Tenderers and the Candidates no later than within 3 working days from the date of making such decision while also informing them whether defferment period is applicable or not after the award of the Contract.
- 55. Providing evidence of the acceptability of the supplier and the origin of the procurement object**
- 55.1. If the SPC specify that the compliance with the requirements of Article 45(2<sup>1</sup>)(1; 2; 3; 6) of the LPP / Article 58(4<sup>1</sup>)(1; 2; 3; 6) of the LP must be verified during the procurement, the provisions of clauses 55.2–55.4 shall apply.
- 55.2. If the Procuring Entity has doubts about the compliance of the tender with the requirements of Article 45(2<sup>1</sup>)(1; 2; 3; 6) of the

LPP / Article 58(4<sup>1</sup>)(1; 2; 3; 6) of the LP, the supplier who submitted the most economically advantageous tender shall be requested to provide the following documents (one or more) or other documents and/or explanations acceptable to the Procuring Entity:

(a) if the supplier, its subcontractor, the economic entity whose capacities it relies upon, the manufacturer of the goods (including their components, packaging) offered by the supplier or the person controlling them is a legal person, a copy of the legal person's incorporation documents, an extended extract of the Register of Legal Persons with the legal person's history, the extract from the Information System for Participants in the Legal Persons, or respective documents from a Member State or a third country certified by the head of the legal person shall be submitted;

(b) if the supplier, its subcontractor, the economic entity whose capacity it relies on, the manufacturer of the goods (including their components, packaging) offered by the supplier or the person controlling them is a **natural person**, a copy of his/her identity document (identity card or passport), a copy of the document certifying authorisation to engage in the relevant economic activity (e.g., a business licence, a self-employed person's activity certificate, etc.), a certificate of declared residence or respective documents from a Member State or a third country shall be submitted.

- 55.3. The documents referred to in clauses 55.2 and 55.6 of these conditions, which do not specify a time limit for their validity, must be issued or printed from the information system not earlier than 3 months before the date when the supplier is required to submit the documents at the request of the Procuring Entity.
- 55.4. The Procuring Entity may request the suppliers to submit the documents referred to in clauses 55.2 and 55.6 of these conditions, in whole or in part, at any time during the procurement procedure if this is necessary to ensure the proper conduct of the procurement procedure.
- 55.5. If the SPC specify that the compliance with the requirements of Article 37(9) of the LPP / Article 50(9) of the LP and Article 47(9) of the LPP must be verified during the procurement, the provisions of clauses 55.3–55.4 and 55.6–55.8 shall apply.
- 55.6. If, based on evaluation results, the tender may be declared as successful (before determining the tender ranking), the Procuring Entity shall request the supplier to submit one or more of the following documents in order to verify the compliance of the tender with the requirements of Article 37(9) of the LPP / Article 50(9) of the LP and Article 47(9) of the LPP:
- (a) if the manufacturer of the goods, the service provider, the supplier, its subcontractor, the economic entity whose capacities it relies upon or the person controlling them is a legal person, a copy of the legal person's incorporation documents, an extended extract of the Register of Legal Persons with the legal person's history, the extract from the Information System for Participants in the Legal Persons, or respective documents from a Member State or a third country, or any other documents acceptable to the Procuring Entity certified by the head of the legal person shall be submitted;

(b) if the manufacturer of the goods, the service provider, the supplier, its subcontractor, the economic entity whose capacities it relies on, or the person controlling them is a natural person, a copy of his/her identity document (identity card or passport), a copy of the document certifying authorisation to engage in the relevant economic activity (e.g., a business licence, a self-employed person's activity certificate, etc.), a certificate of declared residence or respective documents from a Member State or a third country, or any other documents acceptable to the Procuring Entity shall be submitted.

- 55.7. If the manufacturer of the goods or service provider, or the persons controlling them are undertakings important for national security, state enterprises, municipal enterprises, or state-owned enterprises and their subsidiaries listed in the Law on the Protection of Objects Critical to National Security, such entities shall not be subject to the provisions of clause 55.6 of these conditions.
- 55.8. The Procuring Entity shall not request for the documents referred to in clause 55.6 of these conditions if:
- (a) it can access such documents or information directly and free of charge by connecting to a national database in any Member State or by using the means of the CPP;
  - (b) it already has such documents from the previous procurement procedures;
  - (c) it can determine the compliance of the tender with the requirements from the sources other than those provided for in this clause.
- 55.9. At the request of the Procuring Entity, the supplier must provide information on its involvement and involvement of the persons controlling it in the construction or operation of a nuclear power plant in a third country which is recognised by law as unsafe, including in the electricity infrastructure development projects related to the operation of such a power plant.

## **56. Rejecting tenders**

- 56.1. A tender submitted by a Tenderer shall be rejected if:
- (a) it is unacceptable because it does not comply with the requirements set out in the procurement documents, including the requirements related to qualification requirements, grounds for exclusion, quality management system and/or environmental management system standards (if applicable);
  - (b) it is unacceptable because the price proposed in the Final Tender exceeds the funds available for the procurement, which have been determined by the Procuring Entity before the beginning the procurement procedures, except the cases provided for in Article 45(1)(5) of the LPP / Article 58(1)(5) of the LP;
  - (c) it is unacceptable because the Procuring Entity has conclusive evidence of its collusion or corruption;
  - (d) it is unacceptable because the Tenderer's Final Tender offered an unreasonable or inadequately substantiated unusually low price;
  - (e) it is unsuitable as the tender does not conform with the procurement object and would not be able to meet the needs and requirements of the Buyer set out in the procurement documents without substantial modification;

- (f) the Tenderer has provided false information about its compliance with the requirements, including the information provided in the supplier's ESPD, which the Procuring Entity may prove by any lawful means;
- (g) the tender has been submitted by an entity which is subject to sanctions under the Law on the Implementation of Economic and Other International Sanctions of the Republic of Lithuania;
- (h) there are cases provided for in Article 45(2<sup>1</sup>) (1, 2, 3, 6) of the LPP / Article 58(4<sup>1</sup>) (1, 2, 3, 6) of the LP (if the verification of such data is provided for in the SPC);
- (i) there are cases provided for in Article 45(2<sup>1</sup>) (4, 5) of the LPP / Article 58(4<sup>1</sup>) (4, 5) of the LP;
- (j) the supplier, the economic entity whose capacities it relies upon or its subcontractor does not comply with the applicable national security requirements defined in clause 14 of these conditions;
- (k) there are other cases specified in the LPP or the LP and in these procurement documents.

**57. Invitation to conclude a Contract**

57.1. The Procuring Entity shall invite the successful Tenderer to conclude the Contract. If the Tenderer who has been invited to conclude a Contract:

- (a) refuses in writing to do so;
- (b) refuses to sign the Contract in accordance with the terms and conditions set out in the procurement documents;
- (c) fails to sign the Contract within the specified period;
- (d) fails to provide the Contract security (if applicable) established in the procurement documents or fails to carry out other conditions for its entry into force (if applicable) established in the Contract, such Tenderer shall be deemed to have refused to sign the Contract.

In such a case, the next Tenderer who is the next in the ranking after the Tenderer who refused to sign the Contract (another Tenderer, who was first in line after the Tenderers who were invited to sign a framework agreement) shall be invited to sign the Contract).

## J. Procurement Contract

**58. The principles of concluding a Contract**

- 58.1. A written Contract shall be concluded with the successful Tenderer.
- 58.2. A separate Contract shall be concluded for each lot of the procurement object unless specified otherwise in the SPC.
- 58.3. If the procurement is carried out to benefit several Buyers, the successful Tenderer shall be invited to conclude a Contract with each Buyer separately.
- 58.4. If the procurement is conducted in more than one language and the successful Tenderer agrees, the Contract may be signed only in Lithuanian.

**59. Draft Contract**

- 59.1. The Contract shall be prepared based on the draft Contract template if it is provided in the SPC or, taking into account the requirements and conditions laid down in the procurement

documents for the procurement object and for the supplier, on the Contract conditions proposed in the SPC and on the Final Tender of the successful Tenderer.

#### **60. Contract security**

- 60.1. The Contract security shall be ensured by the security means provided for therein.

### **K. Challenging the actions and decisions of the Procuring Entity**

#### **61. The right to challenge actions or decisions**

- 61.1. Tenderers who believe that the Procuring Entity has failed to comply with the requirements of the LPP/LP and thus violated or will violate their legitimate interests may, in accordance with the procedure laid down in the LPP/LP, apply to the district court as the court of first instance.
- 61.2. In order to challenge in court the decisions or actions of the Procuring Entity that were made/took place before the conclusion of the Contract, Tenderers must first submit a written claim to the Procuring Entity.

#### **62. Claim procedure and deadlines**

- 62.1. A claim shall be submitted in writing (using the means of the CPP IS or other electronic means). When submitting a claim to the Procuring Entity, Tenderers shall clearly indicate that their request is to be considered as a claim.
- 62.2. A claim may be submitted within 10 days (or, in the case of simplified procurements, within 5 working days) from the date of dispatch of the written notification to the suppliers on the Procuring Entity's decision or from the date of the publication of the Procuring Entity's decision, provided that there is no requirement in the LPP or the LP to inform the suppliers in writing about the decisions made by the Procuring Entity.
- 62.3. The Procuring Entity shall examine the claim and communicate its reasoned decision in writing to the supplier who submitted the claim no later than within 6 working days after the receipt of the claim.
- 62.4. Repeated claims by the supplier related to the same decision made or action taken by the Procuring Entity shall not be examined.

#### **63. Concluding a Contract after a claim was submitted**

- 63.1. If a claim was submitted, the Procuring Entity shall award the Contract not earlier than 10 days (or, in the case of simplified procurements, within 5 working days) after the date of dispatch of the written notification to the supplier who submitted the claim, the Candidates and the Tenderers on the decision made regarding the claim.