



SC KN ENERGIES

GENERAL PROCUREMENT CONDITIONS FOR A PUBLISHED SURVEY



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1. DEFINITIONS

The main definitions used in procurement documents:

- 1.1. **General Procurement Conditions (GPC)** – a component of the Procurement Documents setting out the standard provisions of the Procurement Conditions.
- 1.2. **CVP IS** – Central public procurement information system (<https://viesiejipirkimai.lt/>) (official Lithuanian title: Cnetrinė viešųjų pirkimų informacinė sistema).
- 1.3. **Tenderer** – the supplier who submitted the tender for procurement.
- 1.4. **Negotiations** – the stage of procurement procedures during which negotiations are conducted with suppliers who have submitted tenders and have been selected according to the criteria specified in the procurement documents, concerning the tender price and/or the conditions of the tender.
- 1.5. **Final tender** – the entirety of documents submitted by the Supplier, including the documents submitted in the Initial tender, during Negotiations (all stages, if Negotiations are conducted in several stages) and after Negotiations. If, during or after Negotiations, the conditions specified in previously submitted documents are changed, the latest amendments shall be considered an integral part of the Final tender.
- 1.6. **Qualification requirements** – requirements applicable to the Supplier regarding the right to engage in the relevant activity, financial and economic capacity, technical and professional capacity, and quality management system and environmental management system standards, where such requirements are established in the SPC.
- 1.7. **Tender** – the entirety of documents and data submitted by the Tenderer in accordance with the procedure established in the Procurement Documents, by which the Tenderer offers to supply goods, provide services or perform works in accordance with the conditions established in the Contracting Entity's Procurement Documents. The Initial Tender shall be considered the Final Tender to the extent that it is not amended during the Negotiations, where Negotiations are conducted.
- 1.8. **Procurement documents** – documents (including, but not limited to, general conditions and special conditions) and data describing the procured object and the Procurement conditions: announcement, invitation, technical specification, descriptive documents, other documents and explanations (clarifications) of documents with all annexes, as well as other information provided using CVP IS.
- 1.9. **Contracting entity** – SC KN Energies, legal entity ID 110648893, VAT identification number LT106488917, its registered address at Burių g. 19, LT-92276 Klaipėda.
- 1.10. **Successful tenderer** – the tenderer whose most economically useful tender was determined as the winner in accordance with the procedure established in the Procurement Conditions. In cases where the framework contract is concluded with several suppliers, the term 'Successful tenderer' means all suppliers with whom the framework contract is concluded.
- 1.11. **Pl** – Law of the Republic of Lithuania on Procurement by Contracting Entities Operating in the Water, Energy, Transport or Postal Services Sectors (official Lithuanian title: Pirkimų, atliekamų vandentvarkos, energetikos, transporto ar pašto paslaugų srities perkančiųjų subjektų, įstatymas) – the current version in force at the commencement of the Procurement.
- 1.12. **VPI** – Law on Public Procurement of the Republic of Lithuania (official Lithuanian title: Viešųjų pirkimų įstatymas) – the current version in force at the commencement of the Procurement.
- 1.13. **NSUSOA** – Law on the Protection of Objects of Importance to Ensuring National Security of the Republic of Lithuania (official Lithuanian title: Lietuvos Respublikos nacionaliniam saugumui užtikrinti svarbių objektų apsaugos įstatymas).
- 1.14. **Procurement Conditions** – Procurement Conditions include the General and Special Conditions and their annexes.
- 1.15. **Framework contract** – a contract concluded between one or more contracting entities and one or more suppliers, the purpose of which is to determine the terms, including price and, where applicable, estimated quantity, applicable to procurement contracts to be concluded within a specified period.
- 1.16. **Special Procurement Conditions (SPC)** – integral and inseparable part of the procurement documents, determining the specific provisions of the procurement conditions and the specific requirements of the contracting entity for suppliers.
- 1.17. **Sub-supplier** – for the performance of the procurement contract, the supplier plans to use a sub-supplier or subcontractor who will supply goods, provide services and/or perform work.

- 1.18. **Technical specification** – the set of technical requirements and other data applicable to the procurement subject matter, as defined in Article 50 of the Procurement Law.
- 1.19. **Supplier** – a natural person, a legal entity, other organisations and their units or a group of such persons who can offer or are offering goods, services or works.

2. STAGES OF THE PUBLISHED SURVEY WITH NEGOTIATION

The published survey with negotiation is carried out in the following stages:

- 2.1. **Submission of initial tenders.** The Contracting entity invites suppliers to submit Initial tenders.
- 2.2. **Evaluation of initial tenders.** The Contracting entity evaluates the Initial tenders received and invites the tenderers whose Initial tenders have not been rejected to negotiations.
- 2.3. **Negotiations.** Negotiations are carried out with the tenderers regarding the Initial tender and/or the terms of the procurement contract, seeking the most economically advantageous result.
- 2.4. **Submission of final tenders.** Taking into account the results of the negotiations, the Contracting entity invites the tenderers to submit final tenders.
- 2.5. **Evaluation of final tenders.** The Contracting entity evaluates the final tenders received, their compliance with the requirements of the procurement documents and their acceptability, and determines the most economically advantageous tender.
- 2.6. **Provision of ESPD and qualification compliance documents (if applicable).** If the SPC establishes Grounds for exclusion and/or qualification requirements, the Contracting entity requests the tenderer whose final tender may be recognised as successful to submit relevant documents confirming that there are no grounds for its exclusion, that the tenderer meets the qualification requirements and, where applicable, the quality management system and/or environmental management system standards.
- 2.7. **Determination of the successful tenderer and conclusion of the contract.** The Contracting entity establishes the ranking of tenders in descending order of economic advantage, determines the successful tenderer and informs the interested tenderers in writing of the procurement results. The successful tenderer is invited to sign the procurement contract.

3. GENERAL PROVISIONS

- 3.1. The Procurement is conducted in accordance with the PJ, VPJ and the Procedure for Low-Value Procurement Organisation approved by the order of the Chief Executive Officer of SC KN Energies (hereinafter – the Procedure), which is publicly available on the portal of the Central Public Procurement Information System at <https://viesiejipirkimai.lt> and on the Buyer's website at www.kn.lt.
- 3.2. The Procurement Conditions include:
 - 3.1.1. Notice of procurement;
 - 3.1.2. General Procurement Conditions (GPC);
 - 3.1.3. Special Procurement Conditions (SPC) with annexes;
 - 3.1.4. Explanations and clarifications of procurement conditions, answers to the questions of the suppliers.
- 3.3. The GPC must be read and interpreted in conjunction with the SPC. If the provisions of the GPC conflict with the provisions of the SPC, the provisions of the SPC shall apply.
- 3.4. By submitting a Tender, the Supplier agrees to the conditions established in the Contracting Entity's Procurement Documents and confirms that the information provided in its Tender is correct and includes everything necessary for the proper performance of the Procurement Contract.
- 3.5. Suppliers must carefully read all procurement documents, their annexes and other information provided by the Contracting entity and comply with all the requirements stipulated therein.
- 3.6. Procurement is carried out in accordance with the principles of equality, non-discrimination, mutual recognition, proportionality and transparency, in compliance with the requirements of confidentiality and impartiality.
- 3.7. The Supplier shall bear all costs of preparation and submission of the tender and any other costs related to participation in the procurement, including negotiations.

- 3.8. The contracting entity does not undertake to compensate and cannot be held responsible for any costs related to the preparation of the tender and/or other costs related to participation and/or readiness to participate in the procurement procedures.
- 3.9. The Contracting entity must terminate the initiated procurement procedures at any time before the conclusion of the procurement contract if the principles set out in Article 29(1) of the PJ have been violated and the relevant situation cannot be remedied. The Contracting entity has the right to terminate the initiated procurement procedures on its own initiative at any time before the conclusion of the procurement contract if circumstances arise that could not have been foreseen, or if substantial errors have been made in the procurement documents, as a result of which the procurement becomes no longer expedient or, if carried out, would result in the acquisition of a procurement subject matter that does not meet the needs of the Contracting entity.
- 3.10. If the supplier has doubts about the transparency of the procurement procedure, the supplier can write anonymously upon contacting: SpeakUp@kn.lt. The provided information will be objectively and impartially evaluated by authorised persons of the contracting entity.
- 3.11. Procurement Documents are published in Lithuanian and/or English.
- 3.12. Documents or digital copies of documents submitted by suppliers must be submitted using non-discriminatory, universally available data file formats (e.g. pdf, doc, etc.). The contracting entity reserves the right to request original documents. Also, the contracting entity has the right to request documents with an Apostille if there are reasonable doubts about the authenticity of the documents.
- 3.13. If the procurement documents refer to a specific standard, product or manufacturer and do not include the reference 'or equivalent', such reference shall be read as including the reference 'or equivalent'.
- 3.14. The contracting entity may, at any time during the procurement procedures, request the supplier to provide all or part of the documents confirming the absence of grounds for exclusion, the supplier's compliance with qualification requirements and, if applicable, compliance with the standards of the quality management system and/or environmental protection management system, if this is necessary to ensure proper performance of procurement procedures.
- 3.15. If the contracting entity has doubts about the correctness of the information provided by the supplier, it has the right to contact the supplier with a request to provide the justification of the information provided by the supplier to the contracting entity. In order to verify the correctness of the specified information, the contracting entity has the right to contact the persons (clients) specified by the supplier, and if these persons do not confirm the correctness of the specified information, to reject the supplier's tender. The contracting entity also has the right to request the supplier to submit a written confirmation of the persons (customers) specified by him regarding the confirmation of the fact of the goods supplied to him, the services provided and/or the works performed by the supplier.

4. SUBJECT MATTER OF THE PROCUREMENT

- 4.1. Subject matter of the procurement – procured goods, services and/or works for which requirements, scopes, terms and other information related to the subject matter of the procurement are provided in the SPC annex in the Technical Specification.
- 4.2. Information on whether the procurement is divided into parts is provided in the SPC, along with information on whether the same supplier can submit a tender for several parts of the procurement (one, several or all).
- 4.3. In the event that several or all parts of the subject matter of the procurement are won by the same tenderer, one contract (framework contract) may be concluded with him for all parts of the subject matter of the procurement won by that tenderer.

5. PARTICIPATION OF THE SUPPLIER GROUP IN PROCUREMENT PROCEDURES

- 5.1. If a group of suppliers operating on the basis of a joint venture agreement (hereinafter – **JVA**) participates in the Procurement, it must submit a digital copy of the JVA together with the Initial Tender. The JVA must specify:

- 5.1.1. the composition of the supplier group and the obligations of each member of the supplier group in the execution of the expected procurement contract with the contracting entity, the share of the value of these obligations, expressed as a percentage;
- 5.1.2. the joint and several liability of all JVA parties for the obligations to the contracting entity arising from this procurement or procurement agreement and non-fulfillment of obligations (including such joint obligations arising from the procurement agreement, which in essence continue longer than the term of the procurement agreement or JVA);
- 5.1.3. JVA member representing the group of suppliers in relations with the contracting entity;
- 5.1.4. JVA member, authorised to submit invoices for settlement (payments will be made only to one of the JVA members) and sign documents related to the implementation of the procurement agreement;
- 5.1.5. the provision that the replacement of the members determined by the JVA is possible only after obtaining the prior written consent of the contracting entity.
- 5.2. The contracting entity shall not require that the group of economic entities acquire a certain legal form after the tender submitted by the group of suppliers is recognised as the winner and the contracting entity offered to enter into a procurement contract.

6. EXPLANATION AND CLARIFICATION OF PROCUREMENT DOCUMENTS

- 6.1. Procurement documents may be clarified and/or specified at the initiative of the contracting entity or at the request of suppliers.
- 6.2. Requests from suppliers to clarify/correct procurement documents can only be submitted to the contracting entity in writing (by means of CVP IS). Suppliers must be active and submit questions or request clarifications of the procurement documents immediately after consultation of the procurement documents.
- 6.3. If additional information related to the Procurement Documents is requested in due time, the Contracting Entity shall provide it to all suppliers no later than 1 working day before the deadline for submission of Initial Tenders.
- 6.4. The deadline for submission of Initial Tenders shall be extended if, for any reason, an explanation or clarification of the Procurement Documents (whether on the initiative of the Contracting Entity or at the request of suppliers) is provided with fewer days remaining than specified in point 6.3 of this section. If significant amendments have been made to the Procurement Documents (where the explanation/clarification has a material impact on the preparation of Tenders), the deadline for submission of Tenders shall be recalculated from the date on which the explanations are published via the CVP IS.
- 6.5. Requests from suppliers for explanation/clarification of procurement documents will be considered to be submitted on time if they are provided at least 2 working days before the deadline for submission of Initial tenders.
- 6.6. In response to each request submitted by the supplier for clarification of the procurement documents, if it was submitted before the deadline specified in this section, or when clarifying the procurement documents on its own initiative, the contracting entity publishes the explanations and clarifications in the CVP IS, but does not indicate which supplier submitted the relevant question or request to clarify procurement documents.
- 6.7. When the information published in the procurement notice is corrected when providing an explanation/clarification of the procurement documents, the contracting entity publishes error correction notices in accordance with the procedure established in Article 47 of the Procurement Law.

7. GROUNDS FOR EXCLUSION OF SUPPLIERS AND QUALIFICATION REQUIREMENTS

- 7.1. Suppliers intending to participate in the procurement must have sufficient experience and qualifications for the proper performance of the contract, their activities must comply with the required standards and there must be no grounds for exclusion of suppliers. The grounds for exclusion of suppliers applied by the Contracting entity (if any) are specified in the SPC annex. Qualification requirements, if applicable to suppliers, are specified in the SPC annex.
- 7.2. The supplier's qualifications must be obtained by the deadline for submission of tenders.

- 7.3. In order to prove the absence of grounds for exclusion and/or the qualifications held, and compliance with the requirements for quality management system and/or environmental management system standards (where applicable), the Supplier shall submit a completed and signed ESPD together with its Tender. The ESPD shall be submitted by all members of the supplier group, where a supplier group participates in the Procurement, and by all economic entities whose capacities the Supplier relies upon in order to meet the qualification requirements. The ESPD shall be completed by uploading it on the website <http://ebvpd.eviesiejipirkimai.lt/espd-web/>.
- 7.4. The Contracting entity will request the submission of documents confirming the absence of grounds for exclusion and compliance with qualification requirements (if applicable) from the tenderer whose tender may be recognised as successful. Certificates confirming the absence of the supplier's grounds for exclusion referred to in Article 46 of the VPĮ will be requested by the Contracting entity only where it has reasonable doubts about the supplier's reliability.
- 7.5. The contracting entity does not require the candidate (tenderer) to submit documents confirming the absence of grounds for his exclusion, compliance with the qualification requirements and, if applicable, the standards of the quality management system and/or environmental protection management system, if it:
 - 7.5.1. has access to these documents or information directly and free of charge by connecting to the national database in any member state or using the CVP IS;
 - 7.5.2. already has these documents from previous procurement procedures.
- 7.6. If a Supplier that has participated in other procurements of the Contracting Entity has already submitted the same required documents proving its qualifications and those documents are valid at the time the request is made, it is sufficient for the Supplier to indicate the exact title of the procurement and specify which documents proving its qualifications were submitted.
- 7.7. The Supplier shall ensure that, if it wins the Procurement and a contract is signed with it, throughout the entire term of the Procurement Contract, irrespective of whether the Supplier's qualification concerning the right to engage in the relevant activity was not checked during the Procurement or was checked only in part, the Supplier, its employees and/or the sub-suppliers engaged by it and their employees comply with the qualification requirements established in the SPC and/or the applicable legal acts of the Republic of Lithuania and have the right to supply goods, provide services or perform works, and that such activities are carried out by qualified specialists and other persons holding the necessary valid documents confirming their qualifications and/or right to supply goods, provide services or perform works. The Supplier may replace the specialists indicated in the Tender only for objective reasons (death or illness of the specialist, termination of employment relations with the Supplier or its sub-supplier, etc.), with specialists whose qualifications and experience are not lower than those established in the SPC and/or required by applicable legislation, only in accordance with the procedure established in the Procurement Contract and after obtaining the Contracting Entity's prior consent to such replacement. The Supplier shall also have the right to engage new specialists only in accordance with the procedure established in the Procurement Contract and after obtaining the Contracting Entity's prior consent to such engagement.
- 7.8. A contracting entity, when carrying out a procurement related to national security, may also consider a supplier to have a conflict of interest that may adversely affect the performance of the procurement contract, if it has information from competent authorities that the supplier and its sub-suppliers or joint venture partners have interests that may pose a threat for national security.
- 7.9. The contracting entity has the right to consider that the supplier is in a situation of conflict of interest and this may negatively affect the performance of the procurement contract, when the Government of the Republic of Lithuania has made a decision confirming that the intended transaction does not meet the interests of national security in accordance with the provisions of the NSUSOA].
- 7.10. The Contracting entity shall exclude a supplier from the procurement procedure at any stage of the procurement procedure if it becomes apparent that, due to its actions or omissions before or during the procurement procedure, the supplier meets at least one of the grounds for exclusion set out in the procurement documents, except for the cases provided for in Article 46(10) of the VPĮ, while taking into account the provisions of Article 46(11) and 46(12) of the VPĮ.
- 7.11. When taking decisions on the exclusion of a supplier from the procurement procedure on the grounds for exclusion referred to in Article 46(4) and 46(6) of the VPĮ, the Contracting entity shall

take into account whether, when assessing the supplier's reliability, the exclusion of the supplier from the procurement procedure is proportionate to the supplier's conduct being assessed and, in the case referred to in Article 46(4)(7)(c) of the VPJ, whether applying this ground for exclusion would not significantly restrict competition. When taking decisions on the exclusion of a supplier from the procurement procedure on the grounds for exclusion referred to in Article 46(4)(4) and 46(4)(6) of the VPJ, information published pursuant to Articles 63 and 99 of the PJ may be taken into account.

- 7.12. The Contracting entity shall first require certificates and forms of documentary evidence of the type referred to in the information provided in the European Commission's online repository of certificates, e-Certis. The documents to be submitted by suppliers registered in the Republic of Lithuania are specified in the fourth column of the table. Information on the documents to be submitted by foreign suppliers shall be checked by the Contracting entity in e-Certis at <https://ec.europa.eu/tools/ecertis/>.

8. RELYING ON THE CAPACITIES OF OTHER ECONOMIC ENTITIES AND USING SUB-SUPPLIERS

- 8.1. The supplier may rely on the capacities of other economic entities to meet the requirements of financial, economic, technical and/or professional capacity (if such requirements are set by the contracting entity), regardless of the legal nature of the relationship with those economic entities and in accordance with the requirement set out in point 8.2.
- 8.2. The supplier can rely on the capabilities of other economic entities to meet the requirements regarding education, professional qualifications, professional experience, have a special permit and/or be a member of a certain organisation (if such requirements are set by the contracting entity) only if those economic entities themselves provide services/will perform works (depending on the subject matter of the procurement) that require their available capacities.
- 8.3. If the supplier relies on the capacities of another economic entity, when submitting the Initial tender it must provide evidence confirming that the resources of the economic entities will be available to the supplier throughout the period of performance of the contractual obligations. Such evidence may include an undertaking (declaration) of the economic entity whose capacities are relied upon, a memorandum of understanding with the supplier, a contract or a preliminary contract with the supplier, etc.
- 8.4. If the contracting entity sets requirements for suppliers regarding economic and financial capacity, the supplier and the economic entities whose capacities are relied upon must assume joint and several liability for the fulfilment of the procurement contract by submitting documents confirming the assumption of such joint and several liability.
- 8.5. In its Initial Tender, the Supplier must indicate the economic entities whose capacities it relies upon in order to meet the financial, economic, technical and/or professional capacity requirements (where such requirements are established). Experts who, in the event of winning the Procurement and concluding the Procurement Contract, will be employed by the Supplier shall also be considered such economic entities.
- 8.6. Where the supplier, when submitting the Initial tender, does not disclose the use of economic entities, i.e. declares that it independently meets the qualification requirements set out in the Procurement conditions, after the deadline for submission of Initial tenders, if it is established that the supplier does not meet the qualification requirements set out in the Procurement documents, the supplier may no longer indicate the economic entities to be relied upon.
- 8.7. The supplier must indicate in its tender which part of the procurement contract it intends to subcontract and which sub-suppliers it intends to use, if they are known at the time of submission of the tender. After conclusion of the procurement contract, but no later than before the commencement of performance of the procurement contract, the supplier undertakes to inform the Contracting entity of the names, contact details and representatives of the sub-suppliers known at that time. The supplier also undertakes to inform the Contracting entity of any changes to this information throughout the entire period of performance of the procurement contract.
- 8.8. In cases where the supplier does not rely on the capacities of the sub-supplier it intends to use in order to meet the requirements set out in the procurement conditions, the supplier must submit declarations of sub-suppliers known at the time of submission of tenders, completed according to

the form provided in the SPC annex, confirming their agreement to act as the supplier's sub-supplier in the procurement carried out by the Contracting entity.

- 8.9. If this is allowed due to the nature of the procurement contract, the contracting entity must establish in the procurement documents the possibility of direct settlement with sub-suppliers and the procedure for such settlement, which, among other requirements, must establish the supplier's right to object to unreasonable payments.
- 8.10. The contracting entity does not limit the ability of suppliers to use sub-suppliers for the performance of essential tasks, unless otherwise specified in the SPC.
- 8.11. The Supplier **may not engage entities that are registered in a country subject to international sanctions**, as defined in the Law of the Republic of Lithuania on the Implementation of Economic and Other International Sanctions, **and that are included in the list of entities subject to restrictive measures or are related to such entities**, as provided for in Council Implementing Regulation (EU) 2022/336 of 28 February 2022 implementing Regulation (EU) No 269/2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine, and Council Implementing Regulation (EU) 2006/765 of 18 May 2006 concerning restrictive measures in view of the situation in Belarus and Belarus's involvement in Russia's aggression against Ukraine.

9. REQUIREMENTS FOR SUBMITTING TENDERS

- 9.1. By submitting a Tender, the supplier agrees to the GPC and SPC and their annexes, and confirms that the information provided in its Tender is correct and includes everything necessary for the proper performance of the Procurement contract.
- 9.2. A supplier can submit only one tender individually or as a member of a supplier group operating on the basis of JVA. If a supplier submits more than one tender or a member of a group of economic entities participates in submitting multiple tenders with different groups of economic entities and/or individually, all such tenders from all suppliers will be rejected.
- 9.3. The Tender consists of all relevant data and documents provided by the supplier. What documents must be submitted together with the Tender are specified in the SPC.
- 9.4. The Supplier's tender must be submitted according to the prepared form attached to the SPC.
- 9.5. In the case of requirements for the absence of exclusion grounds, the ESPD is submitted separately by each of the following entities:
 - 9.5.1. supplier;
 - 9.5.2. each member of the supplier group (if the offer is submitted by a supplier group operating on the basis of JVA);
 - 9.5.3. each economic entity, if the supplier relies on its capabilities to meet the qualification requirements for suppliers.
- 9.6. Unless otherwise specified in the SPC, the Tender shall be submitted only by electronic means using the CVP IS.
- 9.7. The Tender form shall be signed by the supplier's manager or a person authorised by him/her (the supplier is not obliged to sign the rest of the submitted documents, but by signing the Tender form, he/she confirms the authenticity of all the attached documents).
- 9.8. Where the Procurement is conducted in Lithuanian, Tenders must be prepared in Lithuanian, except in the cases specified in the SPC. If the relevant documents are issued in a language other than that specified in the SPC, a certified translation into Lithuanian must be provided. Certification of the translation shall be considered proper if the translated document is certified by the signature of the person who performed the translation and a seal (if that person has one). When interpreting the Tender, priority shall be given to the Lithuanian translation, except for the Tender validity security, where priority shall be given to the original English text, and in cases where the SPC specifies that documents are also accepted in another language.
- 9.9. The Tender must indicate whether it contains confidential information and, if so, which information is confidential. The Supplier must identify confidential information in accordance with Article 32(2) of the PJ. If the Contracting Entity has doubts regarding the confidentiality of information identified as confidential in the Supplier's Tender, the Contracting Entity shall request the Supplier to substantiate why such information is confidential. If the Supplier fails to provide such substantiation within the time limit specified by the Contracting Entity or provides inadequate substantiation, such

information shall be deemed non-confidential. The entire Tender may not be treated as confidential information.

- 9.10. The contracting entity has the right to extend the deadline for submission of tenders. The contracting entity informs all suppliers, who have received an invitation to submit an Initial Tender, about the new tender submission deadline through the means of CVP IS.

10. PRICE AND PAYMENT TERMS

- 10.1. The Tender price (including all price components and rates, if any) shall be stated to no more than two decimal places, unless otherwise specified in the Tender form or the SPC.
- 10.2. Prices in the tender are in Euros and must be expressed and calculated as specified in the tender form. When calculating the price, all volumes and quantities specified in the procurement conditions, price components, technical specification requirements, etc. must be taken into account. The price must include all taxes and all costs of the supplier. VAT must be provided separately.
- 10.3. Prices are in euros. If the prices in the offer are indicated in a foreign currency, they will be converted into euros according to the indicative ratio of the euro and foreign currencies published by the European Central Bank, and in cases where the indicative ratio of the euro and foreign currencies is not published by the European Central Bank, according to the indicative ratio of the euro and foreign currencies determined and published by the Bank of Lithuania exchange rate on the last day of the deadline for submitting the tender.
- 10.4. The payment terms and payment procedure are defined in the document specified in the SPC together with the other essential terms of the Procurement Contract (Framework Contract).
- 10.5. During the performance of a Procurement Contract (Framework Contract), value added tax invoices, invoices, credit and debit documents and advance invoices shall be submitted only electronically. Electronic invoices complying with the European standard on electronic invoicing, the reference to which was published in Commission Implementing Decision (EU) 2017/1870 of 16 October 2017 on the publication of the reference of the European standard on electronic invoicing and the list of its syntaxes pursuant to Directive 2014/55/EU of the European Parliament and of the Council (OJ 2017 L 266, p. 19) (hereinafter – the European standard on electronic invoicing), shall be submitted by means chosen by the Supplier. Electronic invoices that do not comply with the European standard on electronic invoicing may be submitted only through SABIS (General Account Administration Information System). The Contracting Entity accepts and processes electronic invoices using SABIS. For the purposes of this point, an electronic invoice means an invoice issued, transmitted and received in an electronic format that allows it to be processed automatically and electronically.

11. VALIDITY AND ENFORCEMENT OF TENDERS

- 11.1. The validity period of the tender is indicated in the SPC. The tender is deemed to be valid to the extent specified in the SPC.
- 11.2. Information on whether the contracting entity requires and in what amount the enforcement of the validity of the tender (hereinafter referred to as the 'Enforcement') is provided in the SPC.
- 11.3. The tender must be secured by an irrevocable, unconditional first-demand guarantee issued by a bank or credit union registered in the Republic of Lithuania or a foreign country, or by a surety bond issued by an insurance company registered in the Republic of Lithuania or abroad.
- 11.4. The contracting entity will use the Enforcement if:
- 11.4.1. the supplier withdraws or changes its tender during the validity period of the tender;
 - 11.4.2. successful tenderer:
 - 11.4.2.1. avoids or refuses to sign the procurement contract within the deadline specified by the contracting entity;
 - 11.4.2.2. avoids or refuses to submit the Enforcement within the period specified in the procurement contract.
- 11.5. The Enforcement must be provided in Lithuanian or English.
- 11.6. The law of the Republic of Lithuania and the ICC Uniform Rules for Demand Guarantees (URDG 758) shall apply to guarantees issued by a bank. The text of the bank guarantee must include a provision

- that disputes between the parties shall be resolved in accordance with the procedure established by the legal acts of the Republic of Lithuania, in the courts of the Republic of Lithuania.
- 11.7. Before submitting the Enforcement, the supplier may ask the contracting entity to confirm that it agrees to accept the Enforcement offered by the means of correspondence of CVP IS. In such a case, the contracting entity must respond to the supplier using the means of correspondence of CVP IS no later than within 3 (three) working days from the date of receipt of the request. This confirmation does not deprive the contracting entity of its right to reject the proposed Enforcement upon receiving information that the economic entity that provided the Enforcement has become insolvent or has not fulfilled its obligations to the contracting entity or other economic entities, or has performed them improperly.
- 11.8. The contracting entity loses the right to use the Enforcement when:
- 11.8.1. the validity period of the Enforcement expires;
 - 11.8.2. the procurement contract enters into force and a guarantee of the performance of the contract corresponding to the conditions of the procurement contract is provided;
 - 11.8.3. procurement procedures were terminated;
 - 11.8.4. all tenders are rejected.
- 11.9. The Enforcement document submitted in electronic form is non-returnable.
- 11.10. The document confirming the Enforcement must be submitted together with other tender documents in the CVP IS. The document confirming the Enforcement, i.e. a bank guarantee or an insurance company's surety bond, must be signed separately by a qualified electronic signature of the issuing organisation. If the Enforcement is provided in paper form, the original Enforcement document must be submitted to the Contracting entity before the expiry of the tender submission deadline.
- 11.11. Before the end of the validity period of the tender, the contracting entity may request that the supplier extend the validity of the tender (together with the Enforcement) until the specified period. The Supplier may reject such a request without forfeiting the right to its Enforcement. A supplier who agrees to extend the validity of its tender and the term of the Enforcement must:
- 11.11.1. notify the Contracting entity in writing within the time limit set by the Contracting entity;
 - 11.11.2. within the time set by the contracting entity, submit a document in writing confirming that the deadline of the Enforcement is being extended or submit a new Enforcement.
- 11.12. If the supplier does not respond to the contracting entity's request to extend the validity period of the tender, does not extend it or does not provide a new Enforcement, it is considered that this request is rejected. The tender of the supplier who rejected the request of the contracting entity is not further examined and evaluated.

12. EXAMINATION AND EVALUATION OF INITIAL TENDERS

- 12.1. Suppliers may not participate in the procedures for opening, examining, evaluating and comparing Tenders. If the SPC specifies that the subject matter of the Procurement is divided into lots, the Tenders for each lot of the subject matter of the Procurement shall be examined and evaluated separately.
- 12.2. The criterion or criteria according to which the most economically advantageous Tender is selected are specified in the SPC.
- 12.3. Without prejudice to the principles of equal treatment and transparency, the Contracting Entity may request suppliers to clarify, supplement or explain their Initial Tenders. Data and/or documents shall be clarified, explained or supplemented in accordance with the Rules on the Clarification, Supplementation or Explanation of Tenders (Pasiūlymų patikslinimo, papildymo ar paaiškinimo taisyklės, hereinafter – the Rules), approved by Order No. 1S-240 of 30 December 2022 of the Director of the Public Procurement Office (<https://www.e-tar.lt/portal/lt/legalAct/66ae9a80883011ed8df094f359a60216/asr>).
- 12.4. The Contracting entity assesses whether the initial tender is substantially in line with the subject matter of the procurement and/or whether there are no other grounds for rejection. The Contracting entity rejects the initial tenders if:
- 12.4.1. the supplier submits more than one initial tender;
 - 12.4.2. the method of submitting the initial tender does not meet the requirements specified in the procurement documents;

- 12.4.3. the initial tender does not meet the requirements set out in the procurement documents;
 - 12.4.4. the supplier did not specify, supplement or submit the supplier's authorisation to a person to sign the initial tender within the deadline set by the contracting entity, if the supplier's initial tender is signed by a person whose authorisation documents were not previously submitted in procurement procedures;
 - 12.4.5. there are other grounds specified in the PJ, the VPI or procurement documents.
- 12.5. Tenderers are informed about the rejection of initial tenders within 5 (five) working days from the adoption of the decision.

13. NEGOTIATIONS

- 13.1. The Contracting entity may decide not to negotiate and to conclude the procurement contract with the tenderer that submitted the Initial tender, treating such Initial tender as the Final tender, if that tender meets the minimum requirements and objectives set out in the Procurement Conditions and, in the opinion of the Contracting entity, further negotiations would not lead to a better result.
- 13.2. After evaluating the Initial tenders, the Contracting entity makes a decision on the invitation to negotiate, the method, place and time of negotiations and informs all suppliers who are invited to negotiate thereof in writing. Negotiations may be conducted at the premises of the Contracting entity, by video or telephone conference or in writing (via CVP IS).
- 13.3. The subject matter of negotiations is indicated in the SPC.
- 13.4. During the Negotiations, the Contracting Entity may request, and suppliers must provide, all information, explanations, clarifications, calculations and other data related to the proposed subject matter of the Procurement that may be necessary for the proper disclosure and evaluation of the Tender.
- 13.5. Negotiations with suppliers shall be conducted in accordance with the following conditions:
 - 13.5.1. negotiations are carried out with each supplier separately;
 - 13.5.2. the parties must not disclose any technical or commercial information learned during negotiations to third parties;
 - 13.5.3. the contracting entity does not inform the supplier about agreements reached with other suppliers;
 - 13.5.4. all suppliers will be subject to the same requirements, given the same opportunities and provided with the same information. When providing information, the contracting entity will not discriminate against some suppliers in favour of others;
 - 13.5.5. the Contracting entity informs all suppliers whose tenders have not been rejected in writing about amendments to technical specifications, terms of the procurement contract or other procurement documents, if such amendments are the subject matter of negotiations. Taking into account the amendments to the procurement documents, the Contracting entity sets a sufficient time limit for suppliers to amend the submitted tenders;
 - 13.5.6. negotiations, if the procedure is conducted orally, are recorded.
- 13.6. With each supplier, the contracting entity can organise as many negotiation meetings as it deems necessary.
- 13.7. If the supplier does not come or join the agreed negotiation meeting by teleconference without good reasons, it is considered that the supplier has no questions regarding the Procurement documents and agrees with all the requirements.

14. PREPARATION AND SUBMISSION OF FINAL TENDERS

- 14.1. At the end of the negotiations, the Contracting entity invites the tenderers to submit their final tenders by the end of the deadline for submission of tenders specified in the invitation.
- 14.2. Taking into account the results of the Negotiations, all Tenderers shall simultaneously be provided with all information necessary for the preparation of Final Tenders, including the final essential terms of the Procurement Contract and/or requirements that will no longer be amended, additional information (if required) and/or clarifications or amendments to the information provided in the Procurement Documents, the need for which may become apparent during the Negotiations. For the avoidance of doubt, the procedure for providing explanations (clarifications) established in the Procurement Documents shall not apply to the provision of this information. The Contracting Entity

shall determine these conditions at its own discretion, taking into account the results of the Negotiations and seeking to meet its needs in the most economically advantageous manner; however, the Contracting Entity shall not be bound by the negotiating positions submitted by the Tenderers.

- 14.3. The supplier must prepare its final tender in accordance with the procedure established in the Contracting entity's invitation to submit the final tender, attaching the required documents and information.
- 14.4. The last tender submitted by the supplier who submitted an initial tender, but did not submit a final tender (initial tender, including adjustments and/or additions made during the Negotiations, if any) is considered as the final tender.
- 14.5. Acquaintance with the final tenders is carried out without the participation of the tenderers.

15. ENCRYPTION OF TENDERS

- 15.1. The supplier can encrypt the final tender submitted electronically by means of the CVP IS.
- 15.2. After the supplier has encrypted the tender, the password with which the contracting entity will be able to decrypt the encrypted tender submitted by the supplier must be provided by means of the CVP IS within 30 minutes after the expiry of the time limit of tender.
- 15.3. A supplier who decides to submit an encrypted tender must:
 - 15.3.1. by the deadline for submission of Tenders, using the CVP IS, submit an encrypted Tender (the entire Tender or the Tender document containing the Tender price shall be encrypted). Instructions on how the Supplier can encrypt the Tender can be found on the website¹.
 - 15.3.2. before the start of the procedure (meeting) for opening the envelopes containing the Tenders, submit via the CVP IS correspondence tools the password with which the Contracting Entity will be able to decrypt the submitted Tender. In the event of technical problems with the CVP IS, where the Supplier is unable to submit the password via the CVP IS correspondence tool, the Supplier shall have the right to submit the password by other means, at its choice: to the Contracting Entity's official e-mail address or in writing. In such a case, the Supplier should be proactive and make sure that the password reaches the addressee in due time (for example, by contacting the Contracting Entity via its official telephone number and/or by other means).
- 15.4. If, before the start of the procedure (meeting) for opening the envelopes containing the Final Tenders, the Supplier fails, through its own fault, to provide the password or provides an incorrect password as a result of which the Contracting Entity is unable to decrypt the Final Tender, the Supplier's Initial Tender (including clarifications and/or supplements made during the Negotiations and recorded in the minutes of the Negotiations) shall be evaluated as the Final Tender (if the Supplier encrypted only the Final Tender document containing the price, the other documents submitted as part of the Final Tender shall be evaluated).
- 15.5. The Supplier may submit the password by means other than the CVP IS correspondence tools only where technical problems have been recorded (a technical problem means an identified malfunction of the CVP IS as a result of which more than 10 registered users in different organisations are unable to perform essential functions, i.e. it is impossible to log in to the CVP IS (<https://viesiejipirkimai.lt/>), the CVP IS correspondence function is unavailable, the tender submission window does not open, or another essential function is unavailable, and information about the CVP IS malfunction has been published on the website of the Public Procurement Office (<http://vpt.lrv.lt>)).

16. EVALUATION OF FINAL TENDERS

- 16.1. If questions arise regarding the content of the Final Tenders and the Contracting Entity submits a written request, suppliers must, within a reasonable time limit set by the Contracting Entity, provide written explanations without changing the substance of the Tenders, i.e. suppliers may not change the price or make other changes as a result of which a Final Tender that does not comply

¹ [https://vpt.lrv.lt/uploads/vpt/documents/files/uzsisfravimo%20instrukcija\(1\).pdf](https://vpt.lrv.lt/uploads/vpt/documents/files/uzsisfravimo%20instrukcija(1).pdf)

- with the requirements of the Procurement Documents would become compliant with the requirements of the Procurement Documents.
- 16.2. If, during the evaluation of the Final Tenders, the Contracting Entity identifies errors in the calculation of the stated prices, it shall request suppliers, within a time limit specified by the Contracting Entity, to correct arithmetic errors identified in the Tenders without changing the price recorded at the time of opening the Tenders (where a fixed-price methodology applies) or the unit rates (where a fixed-rate methodology applies). When correcting arithmetic errors in the Final Tender, the Supplier shall not be entitled to omit any price components or add new price components.
 - 16.3. In the event of inconsistencies between the price offered by the Supplier in the Final Tender form and the price indicated in other documents submitted by the Supplier together with the Final Tender, the final Tender price shall be the price indicated in the Final Tender form.
 - 16.4. After assessing the compliance of the submitted Final Tenders with the requirements established in the Procurement Documents, the Contracting Entity shall have the right to require the potential successful Tenderer in writing to justify the proposed price or costs (or the prices or costs of the components of the Tender) if they appear too low for the proper performance of the Procurement Contract (the Tender of a potential successful Tenderer that fails to justify or inadequately justifies the proposed price or costs by the deadline set by the Contracting Entity shall be rejected).
 - 16.5. The Final Tender shall be rejected if it is determined that:
 - 16.5.1. the Tender does not comply with the requirements established in the Procurement Documents, including the absence of grounds for exclusion of the Supplier, qualification requirements and quality management system and/or environmental management system standards, where applicable;
 - 16.5.2. the Tender does not comply with the subject matter of the Procurement, including the requirements established in the Technical Specification, and would not be capable of satisfying the Contracting Entity's needs and requirements for the subject matter of the Procurement established in the Procurement Conditions;
 - 16.5.3. the price offered in the Final Tender exceeds the funds allocated for the Procurement and set by the Buyer before the commencement of the Procurement procedure, except in the cases provided for in Article 45(1)(5) of the VPI / Article 58(1)(5) of the PI;
 - 16.5.4. the Contracting Entity has evidence of prohibited agreements or corruption;
 - 16.5.5. the Supplier failed to correct arithmetic errors within the reasonable time limit set by the Contracting Entity or corrected them improperly;
 - 16.5.6. the Supplier failed to clarify, supplement or explain the requested information within the time limit set by the Contracting Entity;
 - 16.5.7. the Supplier clarified, supplemented or explained the Tender within the time limit set by the Contracting Entity and this resulted in a material change to its Tender;
 - 16.5.8. the Supplier's Final Tender contained an abnormally low price or abnormally low costs and the Supplier, at the request of the Contracting Entity, failed by the specified deadline to provide a written justification of the price components or otherwise failed to justify the abnormally low price or costs;
 - 16.5.9. the Supplier concealed information or provided false information concerning compliance with the established requirements, which the Contracting Entity can prove by any lawful means;
 - 16.5.10. the translation of a document submitted by the Supplier materially differs from the content of the submitted original and the Supplier failed to provide the Contracting Entity with an explanation regarding the discrepancy in the translation;
 - 16.5.11. the Supplier that submitted the Tender and/or its Sub-suppliers, Economic Entities or Third Parties are registered in a country subject to international sanctions, as defined in the Law of the Republic of Lithuania on the Implementation of Economic and Other International Sanctions;
 - 16.5.12. the Supplier does not extend the validity of the Tender at the request of the Contracting Entity;
 - 16.5.13. other grounds for exclusion of the Supplier or rejection of the Tender established in the PI and the Procurement Conditions are identified.

- 16.6. The Supplier's Tender may be rejected where at least one of the following conditions is met:
- 16.6.1. the Supplier, its sub-supplier, economic entities whose capacities are relied upon, the manufacturer of the goods offered by the Supplier (including their components), or persons controlling them are legal persons registered in the countries or territories specified in the list referred to in Article 92(15) of the VPĮ²;
 - 16.6.2. the Supplier, its sub-supplier, an economic entity whose capacities are relied upon, the manufacturer of the goods offered by the Supplier (including their components), or persons controlling them are natural persons permanently residing in the countries or territories specified in the list referred to in Article 92(15) of the VPĮ or holding citizenship of those countries;
 - 16.6.3. the goods offered by the Supplier (including their components) originate from, or the services are provided from, the countries or territories specified in the list referred to in Article 92(15) of the VPĮ;
 - 16.6.4. the Supplier, its sub-supplier or an economic entity whose capacities are relied upon has interests that may pose a threat to national security where it or the persons controlling it are registered (or, where the Supplier, its sub-supplier, the economic entity whose capacities are relied upon or the controlling person is a natural person, permanently resides in or holds citizenship of) the countries or territories specified in the list referred to in Article 92(14) of the VPĮ.
 - 16.6.5. it is determined that the goods or services offered by the Supplier pose a threat to national security where:
 - 16.6.5.1. the manufacturer of the goods or the person controlling it is registered (or, where the manufacturer or the person controlling it is a natural person, permanently resides in or holds citizenship of) the countries or territories specified in the list referred to in Article 92(14) of the VPĮ;
 - 16.6.5.2. the services would be provided from the countries or territories specified in the list referred to in Article 92(14) of the VPĮ.
 - 16.6.5.3. it is determined that the intended transaction does not comply with national security interests;
 - 16.6.5.4. information is available from competent authorities that the entities with which the transaction is intended to be concluded have interests that may pose a threat to national security;
 - 16.6.5.5. the Supplier, its sub-supplier or the economic entity whose capacities are relied upon conducts activities in the countries or territories specified in the list referred to in Article 92(15) of the VPĮ, or is a member of a group of economic entities any member of which conducts activities in the countries or territories specified in the list referred to in Article 92(15) of the VPĮ, or its manager, another member of a management or supervisory body, or another person/persons authorised to represent or control the Supplier, sub-supplier or economic entity whose capacities are relied upon, or to take decisions or conclude transactions on its behalf, and thereby participates in the activities of such groups of economic entities and/or economic entities.
- 16.7. The Contracting Entity may choose not to evaluate the entire Tender of the Tenderer if, after examining part of it, it determines that the Tender must be rejected in accordance with the requirements of the PĮ.

17. RANKING OF TENDERS, DECISION ON THE WINNING TENDER AND CONTRACT AWARD

- 17.1. The Contracting Entity, in order to make a decision on the conclusion of a Procurement Contract, shall, in accordance with the established evaluation criterion and procedure, promptly examine, evaluate and compare the suppliers' Final Tenders and establish the ranking of Tenders in descending order of economic advantage (except where only one Supplier is invited to submit a

² [280 Dėl Lietuvos Respublikos viešųjų pirkimų įstatymo 92 straipsnio 13, 14 ir 15 dalių nuostatų įgyve... \(teisesakturegistras.lt\)](#)

- Final Tender, only one Supplier submits a Final Tender, or only one interested Supplier remains after evaluation of the Final Tenders). Where the economic advantage of Tenders submitted by several Suppliers is equal, the Supplier whose Final Tender was submitted earliest shall be ranked first among those Tenders.
- 17.2. Tenders that comply with the requirements established in the Procurement Documents shall be evaluated according to the criterion for evaluating the most economically advantageous Tender specified in the SPC.
- 17.3. Having identified a potential successful Tenderer, the Contracting Entity shall request in writing that the Supplier whose Tender may be declared successful submit, within a reasonable time limit set by the Contracting Entity, current documents confirming that there are no grounds for exclusion of the Supplier and/or that the Supplier complies with the qualification requirements and with the quality management system and/or environmental management system standards (where applicable). Certificates confirming the absence of grounds for exclusion of the Supplier shall be required only where the Contracting Entity has reasonable doubts regarding the Supplier's reliability.
- 17.4. If the potential successful Tenderer fails to submit the required documents by the deadline set by the Contracting Entity, or the documents submitted do not prove compliance with the established requirements, the Contracting Entity shall reject that Supplier's Tender and request the relevant documents from the next Supplier in the ranking whose Tender may be declared successful.
- 17.5. If the Supplier is unable to submit documents proving the absence of the grounds for exclusion established in Article 46(1), Article 46(3) and Article 46(6)(2) of the VPI because such documents are not issued in the Member State or relevant country, or the documents issued in that country do not cover all the matters in question, they may be replaced by:
- 17.5.1. a declaration on oath;
 - 17.5.2. an official declaration by the Supplier where declarations on oath are not used in that country. The official declaration by the Supplier must be certified by a competent judicial or administrative authority, a notary, or a competent professional or trade organisation of the Member State or of the Supplier's country of origin or the country in which it is registered.
- 17.6. The first Tender in the ranking shall be recognised as the successful Tender.
- 17.7. The Contracting Entity shall determine the most economically advantageous Tender as the successful Tender provided that the Tender price is not too high and unacceptable to the Contracting Entity. The offered price shall be considered too high and unacceptable if it exceeds the funds allocated by the Contracting Entity for the Procurement, as established and recorded in documents prepared by the Contracting Entity before the commencement of the Procurement procedure. If the price indicated in the most economically advantageous Tender is too high and unacceptable and the Contracting Entity has not specified the amount of funds allocated for the Procurement in the Procurement Documents, the other Tenders in the ranking may not be declared successful.
- 17.8. The Contracting Entity shall offer to conclude the Procurement Contract with the Tenderer whose Tender has been recognised as successful. The Contracting Entity shall invite the successful Tenderer in writing to conclude the Procurement Contract or Framework Contract and shall specify the time by which the successful Tenderer must conclude the Procurement Contract or Framework Contract. If the same Tenderer wins several or all lots of the subject matter of the Procurement, one contract or Framework Contract may be concluded with that Tenderer for all lots of the subject matter of the Procurement won by it.
- 17.9. The Procurement Contract or Framework Contract shall be concluded without delay; no standstill period shall apply.
- 17.10. If the Tenderer that was offered the opportunity to conclude the Procurement Contract or Framework Contract refuses in writing to conclude it, fails to submit the document confirming the performance security required by the Procurement Documents (where required), fails to sign the Procurement Contract or Framework Contract by the time specified by the Contracting Entity, or refuses to conclude the Procurement Contract or Framework Contract on the conditions established in the Procurement Documents, including the invitation to submit the Final Tender, it shall be deemed to have refused to conclude the Procurement Contract. In such a case, the Contracting Entity shall offer to conclude the Procurement Contract with the Supplier whose Final

- Tender is first in the ranking after the Supplier that refused to conclude the Procurement Contract, provided that the price of that Tenderer's Final Tender is not too high and is acceptable to the Contracting Entity.
- 17.11. When concluding the Procurement Contract, the price offered by the successful Supplier and the Procurement Conditions established in the Procurement Documents (including the final version of the Procurement Contract provided to suppliers before submission of the Final Tender) and in the Final Tender may not be changed.
 - 17.12. The Contracting Entity shall promptly (no later than within 3 (three) working days from the date of adoption of the decision) notify the interested Tenderers in writing of the decision to conclude the Procurement Contract and shall indicate the established ranking of Tenders and the successful Tender.
 - 17.13. The Contracting Entity may decide not to conclude the Procurement Contract with the Supplier that submitted the most economically advantageous Tender if it becomes apparent that the Tender does not comply with the environmental, social and labour law obligations referred to in Article 29(2)(2) of the PJ.
 - 17.14. The Contracting Entity operates information infrastructure of special importance and is considered part of an economic sector of strategic importance for ensuring national security, as provided for in the Law of the Republic of Lithuania on Enterprises and Facilities of Strategic Importance to National Security and Other Enterprises of Importance to Ensuring National Security. Accordingly, the goods, services or works offered by the Supplier must comply with national security interests and must not pose a threat to national security, and the Supplier must ensure compliance with organisational and technical cybersecurity requirements.
 - 17.15. As part of an economic sector of strategic importance for ensuring national security and as an operator of information infrastructure of special importance, the Contracting Entity shall have the right to consider that the goods, services or works offered by the Supplier pose a threat to national security and that the Supplier fails to ensure compliance with organisational and technical cybersecurity requirements where the Government of the Republic of Lithuania has adopted a decision confirming that the transaction intended to be concluded or already concluded does not comply with national security interests in accordance with the NSUSOA]. On this basis, the Contracting Entity shall acquire the right not to conclude the contract or to terminate an already concluded contract, as provided for by law.
 - 17.16. The following provisions shall apply to the conclusion of the contract in accordance with the procedure established by the NSUSOA]:
 - 17.16.1. Pursuant to the NSUSOA], before concluding the contract, the Contracting Entity shall initiate a procedure to determine whether the contract intended to be concluded complies with national security interests and whether such contract may be concluded and performed.
 - 17.16.2. If the contract intended to be concluded does not comply with national security interests, it may not be concluded until the reasons posing a threat to national security interests have been eliminated, where such reasons can be eliminated.
 - 17.16.3. The decision as to whether the contract intended to be concluded complies with national security interests shall be taken by the Government of the Republic of Lithuania in accordance with the procedure established by the NSUSOA]. The Commission for Coordination of Protection of Objects of Importance to Ensuring National Security shall provide conclusions or recommendations regarding other measures necessary to ensure national security interests in connection with the protection of objects of importance to ensuring national security.
 - 17.16.4. If the Government of the Republic of Lithuania adopts a decision that the contract intended to be concluded by the Contracting Entity does not comply with national security interests, or the Commission for Coordination of Protection of Objects of Importance to Ensuring National Security provides conclusions or recommendations as specified in point 17.15 of this section, the contract shall not be concluded. In such a case, the Contracting Entity shall approach the Supplier ranked second in the ranking of Tenders and offer it the opportunity to conclude the contract in accordance with the procedure established in this section and in the VPJ / PJ.

18. DISPUTE RESOLUTION MECHANISM

- 18.1. During the Procurement procedures, the Supplier shall have the right to challenge the actions and/or decisions of the Contracting Entity by submitting a claim.
- 18.2. A claim must be submitted within 5 (five) working days from the date on which the written notice of the decision adopted by the Contracting Entity was sent to the Supplier that submitted the claim and to the interested Tenderers.
- 18.3. Submission of a claim is a mandatory pre-litigation stage of dispute resolution.
- 18.4. The Contracting Entity shall examine only those claims of suppliers that are received before conclusion of the Procurement Contract and are submitted within the time limits established by the PJ.
- 18.5. The Contracting Entity may not conclude the Procurement Contract or Framework Contract earlier than 5 (five) working days after the date on which the written notice of its decision was sent to the Supplier that submitted the claim, the interested candidates and the interested Tenderers, and, where such notice was not sent by electronic means, not earlier than 15 (fifteen) days thereafter.
- 18.6. The Contracting Entity must examine the claim, adopt a reasoned decision and notify the Supplier that submitted the claim, the interested candidates and the interested Tenderers in writing of that decision and of any change to the time limits of the Procurement procedure no later than within 6 (six) working days from the date of receipt of the claim (if the claim is received after working hours, the time limit for responding to the claim shall be calculated from the next working day).
- 18.7. The Contracting Entity shall not be required to examine a Supplier's claim that was submitted after expiry of the time limits established in point 18.2 of this section, was submitted repeatedly in respect of the same decision adopted or action taken by the Contracting Entity and/or was submitted after the date of conclusion of the contract.
- 18.8. A Supplier that disagrees with the decision of the Contracting Entity, or where the Contracting Entity has not examined its claim within the established time limit, may submit an application or bring an action before a court in accordance with the procedure established in Chapter VII of the VPJ / Chapter VII of the PJ.