**GENERAL CONDITIONS OF PROCUREMENT**

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# 1. **DEFINITIONS**

**General concepts:**

* 1. **Description** – a description of the low value procurement procedure of LITGRID AB (starting with the current version of the Procurement), according to which low value Procurement procedures are performed.
  2. **GPC** –these General Procurement Conditions, which describe the Procurement Procedures, the Procedure for Submission, Examination and Evaluation of Tenders.
  3. **CPP IS** – Central Public Procurement Information System (<https://pirkimai.eviesiejipirkimai.lt>).
  4. **Negotiations** – stage of the Procurement Procedure during which the negotiations with the Tenderers selected who submitted Initial Tenders are carried out and/or during which the Suppliers are requested to clarify inaccurate or missing information provided in the Initial Tender.
  5. **ESPD** – European Single Procurement Document – relevant declaration replacing the documents to be issued by competent institutions and preliminarily confirming that the Supplier and the economic entities on whose capacities the Supplier relies, have no grounds for exclusion and preliminarily meet the Qualification Requirements established in the contract documents.
  6. **Final Tender** – the entirety of the documents submitted by the Tenderer after the Negotiations (all stages if the Negotiations are conducted in several stages) in accordance with the conditions and within the time limits set by the Buyer, including documents submitted in the Initial Tender, and except for those conditions laid down therein which were amended during the Negotiations and/or in the Final Tender.
  7. **Commission** –the procurement commission formed by the Contracting Entity, which operates in accordance with the Rules of Procedure of the Procurement Commission of LITGRID AB approved by the Contracting Entity and carries out the procedures of this Procurement in accordance with the tasks assigned to it and the authorizations granted to it.
  8. **Controlling person** – the owner of an individual company or a legal or natural person who in another legal person:

1) directly or indirectly controls more than 50 percent of the shares, parts, contributions and/or votes in the meeting of participants of the legal entity or

2) together with related persons owns more than 50 percent of the shares, parts, contributions or (and) votes in the meeting of participants of the legal entity and whose share is not less than 10 percent of the shares, parts, contributions or (and) votes of the legal entity in a meeting of participants of the legal entity. A related person is considered to be:

a) in the case of legal entities - persons whose annual financial statements must be consolidated in accordance with the Law on Consolidated Financial Statements of Enterprise Groups of the Republic of Lithuania, or persons whose annual financial statements must be consolidated in accordance with the legislation of other states implementing the requirements set out in Directive 2013/34/EU ;

b) in the case of natural persons – spouses, parents and their children (adopted children).

* 1. **Qualification Requirements** – requirements for the Supplier established in respect of the right to engage in the activities, financial and economic capacity, and technical and professional capacity.
  2. **Quasi-Sub-supplier** – a specialist whose qualification the Supplier relies on and who is not yet an employee of the Supplier, the economic operator on whose capacity the Supplier relies or the Sub-supplier, but is intended to be employed if the Tender is recognized as the winner.
  3. **Successful Tenderer** – the Supplier who submitted the Successful Tender and who will be invited to conclude a Contract with the Contracting Authority.
  4. **Successful Tender** – the most economically advantageous Tender selected by the Commission in accordance with the Procurement Conditions.
  5. **Methodology** – methodology for determining supplier Qualification Requirements, approved by of the Director of the Public Procurement Service (effective version).
  6. **Unpublished Survey** – a Purchasing Method where the Contracting Entity contacts the Suppliers inviting them to submit Tenders.
  7. **Tender** – the entirety of documents and data submitted in writing by the Tenderer in accordance with the terms and conditions established by the Contracting Authority, offering to supply goods, services or works. The Tender means both the Initial Tender and the Final Tender submitted by the Supplier.
  8. **Tender form** – Tender submission form to be completed in order to participate in Procurement Procedures.
  9. **Contracting Entity** – LITGRID AB, reg. No. 302564383, a public limited liability company established and operating in accordance with the laws of the Republic of Lithuania, with registered office at: Karlo Gustavo Emilio Manerheimo st. 8, LT-05131 Vilnius, the Republic of Lithuania, tel. +370 707 02171.
  10. **Initial Tender –** the entirety of the initial documents submitted by the Tenderer in accordance with the terms and conditions established by the Contracting Authority.
  11. **Procurement** – LITGRID AB acquires goods, services or works with the selected Supplier (s) by concluding an Agreement (Agreement), when these goods, services or works are intended for the performance of the activities specified in the software.
  12. **Object of Procurement** –goods and/or services and/or work being procured as described in the Technical Specification and the Procurement conditions.
  13. **Organizer of Procurement** –an employee of the Contracting Entity who, in accordance with the procedure established in the Description, organizes and performs low-value procurements, when no Commission is formed to perform such Procurements.
  14. **Procurement conditions or Conditions** –the totality of the General Procurement Conditions (GPC) and the Special Procurement Conditions (SPC) and their annexes.
  15. **LP** – the Law of the Republic of Lithuania on Public Procurement Conducted by the Contracting Entities Operating in the Water, Energy, Transport and Postal Service Sectors (in the version effective at the time of the start of the Procurement, unless legal acts provide for different application.
  16. **Published Survey** –Purchase method when the Contracting entity announces the Tender being carried out by CPP IS means (fills out the Tender Announcement following the procedure established by the Public Procurement Service).
  17. **Contract notice** –the Contracting Authority's Contract Notice published in the **CPP IS** or, in the case of international procurement, in the **CPP IS** and in the Supplement to the Official Journal of the European Union (OJ / S) in the TED database in accordance with the Law on Procurement.
  18. **SPC** – Special Procurement Conditions specifying the Object of Procurement, laying down the Grounds for Exclusion of the Suppliers and Qualification Requirements, requirements for submission of the Applications and/or the Tenders and their evaluation criteria, describing other important procedures of Procurement and/or amending the Procurement procedures described in the GPC.
  19. **Sub-supplier** –a third party used for the performance of the Supplier's Procurement Agreement on whose qualification the Supplier does not rely in order to meet the qualification requirements.
  20. **Interested Tenderer** – shall mean a Supplier who have submitted the Tender for the Procurement other than a Supplier who has been definitively excluded from a Procurement procedure, i.e. he has been notified of the rejection of a Tender, and whose exclusion due to the expiration of the term of appeal cannot be disputed or in respect of the validity of whose exclusion there is an effective court judgment.
  21. **Contract** –a Contract concluded in writing by one or more economic entities and by one or more contracting authorities, between the Successful Supplier and the Contracting Entity for economic benefit (if a Preliminary Contract is concluded – the main contract is concluded on the basis of the Preliminary Contract), as well as the Preliminary Contract.
  22. **Technical Specification** – Technical specification describing the Object of Procurement and its requirements, and all its annexes (if any).
  23. **Supplier** – economic entity – a natural person, private or public legal entity, another organisation or division thereof, or a group of such persons, including temporary associations of economic entities, which offer the performance of works, supply of goods or provision of services on the market.
  24. **Economic entities whose capacity is relied on** - a third party used for the performance of the Supplier's Procurement Agreement on whose qualification the Supplier relies on in order to meet the qualification requirements.
  25. **LPP** - Law on Public Procurement of the Republic of Lithuania.
  26. Other terms used in the Conditions, which are defined in the LP and Description.
  27. Unless otherwise specified in these GPCs, the words used in the singular shall also include the plural, words of one gender shall include the corresponding words of any other gender, words referring to a person shall include both legal and natural persons, and a reference to the whole shall include a reference to part of it, and (on a case-by-case basis) vice versa.

# 2. BACKGROUND INFORMATION

2.1. By submitting the Tender, the Supplier confirms that he agrees with the Procurement Procedures set forth in the Procurement Conditions of the Contracting Entity, the terms of the Contract and that the information provided in his Tender is correct and includes everything necessary for proper performance of the Contract.

2.2. Suppliers submitting Tenders must carefully examine and comply with all instructions, forms and attachments provided in the Conditions.

2.3. In the event of any inconsistency or discrepancy between the terms of the GPC and the SPC, the terms of the SPC shall prevail.

2.4. In case the Procurement Conditions do not provide the relevant information necessary for the performance of Procurement, the provisions of the LP and Description shall apply.

# 3. GENERAL PROVISIONS

3.1. The Procurement is carried out in accordance with the Law on Procurement, the Description and other legal acts regulating procurement and the Procurement Conditions.

3.2. The Contracting Entity, inviting the Suppliers to participate in the procurement, shall announce the Procurement, except for the cases specified in the Description.

3.3. Information on whether the Procurement Procedures are carried out by means of a Published or Unpublished Survey is provided in the SPC.

3.4. Procurement shall be carried out in compliance with the principles of equality, non-discrimination, transparency, mutual recognition, proportionality and confidentiality, and impartiality.

3.5. The Contracting Entity shall not reimburse the Suppliers for any costs related to the acquisition of the Procurement Documents and preparation and submission of Tenders, including but not limited to, costs related to copying, printing, postal or courier services, drawings, photographs, business trips and meetings, transportation, accommodation, salaries, fees, documentation and fees of lawyers, engineers, architects and others, and any other costs associated with participation in the Procurement.

3.6. The Contracting Entity must terminate the initiated Procurement procedures if the principles set out in Article 29 (1) of LP have been violated, and the situation cannot be remedied.

3.7. The Contracting Entity shall have the right to terminate the initiated Procurement procedures on its own initiative if circumstances arose that could not have been foreseen, or fundamental errors were made in the Procurement documents, as a result of which the Procurement would no longer be appropriate or, if in case the Procurement had been conducted, a procurement object that did not meet the needs of the Contracting Entity would have been procured.

3.8. Procurement conditions are provided in CPP IS in Lithuanian. The SPC may provide for that the Terms of Procurement are additionally provided in another language.

3.9. Any mutual relationships between the Contracting Entity and the Suppliers shall be regulated by the Procurement Conditions and legal acts of the Republic of Lithuania. Any disputes between the Contracting Entity and the Suppliers shall be resolved in accordance with the procedure established by the laws and other legal acts of the Republic of Lithuania.

# 4. OBJECT OF PROCUREMENT

4.1. The object of procurement is specified in the SPC. The scope of the object of procurement and the requirements for it are presented in the Technical Specification.

4.2. The Supplier must supply the goods / provide the services / perform the work at its own expense, risk, means and funds by purchasing licenses, other equipment and materials required for the goods / services / works specified in the Procurement Documents.

4.3. Information on the division or non-division of the Object of Procurement into parts is provided in the SPC.

4.4. If the Object of Procurement is not divided into parts, the Supplier shall submit one Tender for the entire scope of the Object of Procurement. The contract for the entire Object of Procurement will be concluded with the Supplier who will be selected as the Successful Supplier.

4.5. If the Object of Procurement is divided into parts, the Contracting Entity shall indicate the conditions set forth in Article 40 (2) of the Law on Procurement in the Contract Notice or in other Procurement Documents inviting to participate in the Procurement.

# 5. PRICE[[1]](#footnote-2) AND PAYMENT TERMS

5.1. The Supplier shall indicate the proposed price of the Object of Procurement by filling in the Tender form attached by the Contracting Entity.

5.2. The price of services/works/goods indicated in the Supplier’s Tender must include the price of services/works/goods and all other costs of the Supplier related to the provision of services/performance of works/supply of goods, as well as electronic invoices complying with the requirements of EU Directive 2014/55/EU submission via information system or electronic invoices in another format, using the information system “E. sąskaita”. The Supplier must include VAT and other taxes paid in accordance with the procedure established by the applicable legal acts in the price of services/works/goods. VAT must be indicated on a separate line.

5.3. The price will be quoted in the tender and will be assessed in euros, to two decimal places. If the price is indicated in a foreign currency, it will be converted into euros according to the indicative euro / foreign currency ratio published by the European Central Bank, and in cases where the European Central Bank does not publish the euro and foreign currency reference rate, according to the exchange rate on the last day of the Tender submission deadline.

5.4. The terms and procedure of payment are defined in the Contract. In cases where the SPC indicates that no draft Contract has been prepared at the time of the Procurement, the terms of payment shall be set out in the SPC.

# 6. BASIS FOR THE EXCLUSION OF THE SUPPLIERS, QUALIFICATION, ENVIRONMENTA; AND OTHER REQUIREMENTS FOR THE SUB-SUPPLIERS, RELIANCE ON THE CAPACITIES OF OTHER ECONOMIC ENTITIES, QUAZI SUB-SIPPLIERS AND JOINT ACTIVITIES

6.1. In order to prove the absence of the basis for their exclusion, also their qualification the Suppliers shall provide the relevant documents, the ESPD as set forth in the SPT.

6.2. ESPD and application of grounds for exclusion are optional for low value procurement.

6.3. The ESPD shall be submitted according to the requirements set forth in Article 59(1) of the Law on Public Procurement (hereinafter - LPP). Having regard to the requirements of Article 59)1) of the LPP, and that LITGRID AB is the Contracting Entity which is not a contracting authority there is no obligation to apply the basis for the elimination of the suppliers for the purpose of the procurement. The information on whether or not specific Procurement applies the supplier elimination basis is indicated in the SPT.

6.4. In cases where the Procurement Documents do not stipulate an evaluation of the Supplier's qualification for the right to engage in the relevant activity, or on the basis of the qualification requirements the Supplier's qualification is examined only partially, but the legislation provides certain requirements for the right to engage in the activity, the Supplier commits to the Contracting Entity that the Contract will be implemented only by authorised persons. Before the launching of the Contract the Supplier shall submit the relevant documents providing evidence that the Contract will be implemented only by properly authorised persons, unless the STP indicate a different term.

6.5. The qualification requirements for the Suppliers shall be determined on the basis of the Methodology. The Contracting Entity may also determine other qualification requirements that are not included in the Methodology, but taking into account the specifics of the Procurement, special needs of the Contracting Entity, necessary to set different Qualification Requirements (only financial, economic) and/or other values of the qualification requirements set out in the Methodology.

6.6. The Supplier can rely on the capacities of other economic entities according to the provisions of Article 62 of the LPP and the Methodology. The Supplier may rely only on such capacities of other economic entities as it will actually be able to access in the course of the performance of the Contract. At the time of submitting the tender the Supplier must prove to the Contracting Entity that in the course of implementing the Contract the Supplier will be able to avail itself to the capacities of the other economic operators. When checking whether the Supplier will be able to avail itself of the capacities of other economic entities, the Contracting Entity accepts from the Supplier any means confirming that.

6.7. According to Article 62 of the LPP in its tender the Supplier shall indicate the economic entities on whose capacities it is relying with a view to complying with the Qualification requirements set forth in the Procurement terms, and the quasi sub-suppliers. If in the tender the Supplier does not specify the economic entities whose capacities are used to meet the qualification requirements set out in the Procurement Conditions and/or quasi sub-suppliers, the Supplier itself shall be deemed to comply with the Qualification requirements specified in the Procurement Conditions.

6.8. If the Supplier hires subcontractors (including natural persons) for the performance of individual works/provision of services/supply of goods, the Supplier must indicate for which part of the Contract it intends to use the subcontractors. The Supplier shall indicate those entities in the tender is such entities are known. In cases when the Supplier uses (will use) the means of third parties that directly by their actions will not contribute to the fulfilment of the need of the procurement entity to acquire the procurement object (will not directly provide part of the services, will not perform part of the works, will not directly contribute to the supply of goods, will not assume joint and several liability for the performance of the Contract or otherwise will not directly participate in the performance of the Contract), (for example, will be only renting the premises, renting the equipment, etc.), the Supplier is not required to provide the ESPD or the documents evidencing the absence of the basis for their exclusion, however, when submitting the tender the Supplier shall indicate those third parties and the means run by the third parties that the Supplier will be able to use in the course of implementing the Contract (indicate in the tender the third parties, the information about the contracts signed with them, letters of intent, consents, etc.). In such cases it shall be considered that the Supplier itself has the required qualification.

6.9. If the Supplier ensures its compliance with the qualification requirements relaying on the capabilities of the natural person to be used:

6.9.1. however, it does not plan to employ him, in which case such a natural person shall be disclosed in the tender and indicated as the economic entity on whose capacity the Supplier intends to rely on;

6.9.2. which, in the event of winning the Procurement and concluding the Contract, the Supplier intends to employ, in which case such natural person shall be disclosed indicated in the tender and designated as a quasi sub-contractor.

6.10. The Supplier may rely on the capacities of the other economic entities in order to meet the requirement to hold a special permission or be a member of a specific organisation, or comply with the specific financial and economic capacity requirements or the requirements regarding technical and professional capacities as prescribed in the procurement documents, and irrespective of the legal nature of the relations with those economic entities. In case there is a requirement regarding the education, or professional qualification mutatis mutandis in accordance with Article 51 (7), point 7 of the LPP, or professional experience, the supplier may rely on the capacities of the other economic entities only in the case that the economic entities shall provide the services themselves, perform the works, supply the goods, for which the capacities are required (unless the STP indicate differently).

When procuring works, services or when the procured goods need to be assembled, installed, the Contracting Entity may require in the SPC that the essential tasks specified by it be performed by the Supplier who submitted the Tender, and if the Tender was submitted by a group of Suppliers, by a participant of that group.

6.11. The Contracting Entity shall check whether or not the economic entities whose capacities are relied on, sub-suppliers, and/or the quasi sub-suppliers meet the relevant qualification and other requirements, and whether there are any basis for exclusion of economic entities whose capacities are being relied on. In case an economic entity does not meet the relevant qualification requirements, or its position does meet at least one of the bases for the exclusion, the Contracting Entity shall require that the economic entity is, within the term set forth thereby, replaced by a compliant economic entity, or that the documents referred to in Clause 11.11 of the General Procurement Terms (hereinafter - the GPC) are submitted.

6.12. In case the supplier is relying on the capacities of other economic entities having regard to the requirements regarding the economic and financial capacities, the Supplier and the economic entities on whose capacities the supplier relies undertake a joint liability for the implementation of the Contract.

6.13. In case a group of Suppliers united on the basis of a joint activity agreement participate in the Procurement procedures to the tender the suppliers shall attach the joint activity agreement. The joint activity agreement must specify the obligations of each party to this agreement and the percentage of these obligations in the performance of the agreement to be concluded. The joint activity agreement shall clearly specify the joint and several liability of all the parties to the agreement with respect to the Contracting Entity for the failure to fulfil the contractual obligations. The joint activity agreement must also specify the authority of its participants to represent the Supplier Group in communication with the Contracting Entity on issues arising during the procurement procedures (submission of tenders, their examination or evaluation, provision of other information related to the procurement execution issues). The joint activity agreement must specify the partner who automatically becomes the lead partner when the lead partner specified in the joint activity agreement encounters financial problems and becomes unable to perform the agreement. In the face of the circumstances as described above the partner that automatically becomes the lead partner shall carry out the obligations of the lead partner, and will receive the compensation for that from the lead partner.

6.14. The Contracting Entity does not require the group of suppliers acquires a certain legal form in the event the tender submitted by the group of suppliers is recognised to be winning tender, and the Contracting Entity is proposed to conclude the Contract.

6.15. If the Supplier and/or the economic entity whose capacities are relied on and or the quasi sub-contractor are unable to submit documents confirming the absence of grounds for exclusion and/or evidencing their qualification compliance, because such documents are not issued in the relevant State, or the documents issued in that State do not cover all the issues concerned, a Declaration of Oath may be submitted, or an official declaration of the Supplier (the economic entities on whose entities the Supplier relies on, and/or the quasi sub-suppliers; such declaration must be certified by a competent legal or administrative authority, a notary or a competent professional or a commercial organisation of the country of origin of the Supplier (economic entity on whose capacity the Supplier relies on and/or the Quasi-Supplier) or in the country where it is established.

6.16. All the products (materials used, equipment) supplied by the Supplier, the subcontractors, the economic entities, or members of the supplier group must meet the requirements of the country of origin specified in the requirements of the Contracting Entity (if specified) and may not be imported from countries from which imports are prohibited by decisions of the United Nations Security Council or in the case of restrictive measures (sanctions) by the United States, the European Union or international sanctions of other international organizations (unless otherwise specified in the SPT).

6.17. The qualification as required for the Suppliers, the economic entities on whose capacities the Supplier relies on, also for the quasi sub-suppliers shall have been acquired before the end of the tender submission term. Documents issued by the competent authorities of suppliers, economic entities whose capacities are relied on, and the quasi sub-suppliers registered in a Member State of the European Union, a Member State of the European Economic Area, the Swiss Confederation or a third country shall be accepted, however, such foreign supplier, the economic entity whose capacities are relied upon, the quasi sub-supplier has the obligation, within a reasonable time, to apply to the relevant institution of the Republic of Lithuania for the issuance of a document of recognition of the right. The documents certifying the qualification of foreign suppliers, economic entities whose capacities are relied on, and the quasi sub-suppliers in Lithuania can be issued also after the last day of the tender submission term. Such documents must be submitted before the beginning of the implementation of the Contract, unless the SPT indicates a different term.

6.18. A group of suppliers may rely on the capacity of members of the group of suppliers or other economic entities under the same conditions as an individual supplier.

6.19 If the Procurement is subject to green and other requirements, information about them, as well as the required documents justifying their compliance, is provided in the SPC.

# 7. REQUIREMENTS FOR THE SUBMISSION OF TENDERS

7.1. Any Supplier may submit only one Tender for the Procurement, regardless of whether it submits the Tender as an individual Supplier or as a group of Suppliers.

7.2. The Tender must be submitted only by the means by which the Procurement is carried out. If the Supplier submits a tender by means other than those specified, his tender will be rejected.

7.3. The Tender must be submitted in accordance with the requirements of the Procurement Conditions, together with all the information requested by the Contracting Entity.

7.4. If the SPC requires the Suppliers to submit to the ESPD, the Contracting Entity shall request the documents certifying the compliance with the ESPD only from the Supplier whose Tender can be recognized as the winner according to the evaluation results (unless otherwise specified in the SPC):

7.4.1. If the Supplier, whose Tender may be recognized as the winner, has submitted at the request of the Contracting Entity all documents proving the Supplier's compliance with the information specified in the ESPD, the documents of other Suppliers proving the compliance of those Suppliers with the information specified in the ESPD shall not be inspected;

7.4.2. If the Supplier, whose Tender may be declared successful, has not submitted documents proving the Supplier's compliance with the information specified in the ESPD within the term specified by the Contracting Entity, or has not corrected inaccurate or incomplete information on its compliance with the information specified in the ESPD, or the Supplier failed to meet the information specified in the ESPD, or the Supplier whose Tender may be declared successful is excluded, the documents confirming the information specified in the ESPD of the next Supplier whose tender is the first after the tender of the Supplier, which according to the results of the evaluation could have been recognized as the winner, shall be inspected.

7.5. Tenders must be signed with a physical and / or secure electronic signature in accordance with the requirements of the Republic of Lithuania Law on Electronic Identification and Trust Services for Electronic Transactions and transmitted electronically in accordance with Article 34 of the Law on Procurement, unless otherwise specified in the SPC.

7.6. Information on how to submit Tenders is provided in the SPC.

7.7. Alternative Tenders are not permitted unless otherwise specified in the SPC. A joint tender submitted on the basis of a joint activity agreement with another economic operator is also considered an Alternative Tender. The Supplier's participation as an economic operator whose capacity is relied on or on the basis of a Sub-supplier in several tenders (unless otherwise specified in the Special Terms and Conditions of Procurement) will not be treated as the Alternative Tender.

7.8. The Tender must indicate whether the Tender contains confidential information. If the Tender contains confidential information, the Supplier must indicate which information is confidential in accordance with Article 32 (2) of the Law on Procurement.

7.9. If the Contracting Entity has doubts about the confidentiality of the information specified in the Supplier's Tender, the Contracting Entity shall ask the Supplier to prove why the specified information is confidential. If the Supplier fails to provide such evidence or provides inadequate evidence within the term specified by the Contracting Entity, which may not be less than 3 working days, such information shall be deemed non-confidential.

7.10. The Supplier’s entire Tender cannot be considered confidential information.

7.11. Interested Tenderers may request the Contracting Entity to submit a Successful Tender from the date of submission of the Contracting Entity's notification of the decision to determine the Successful Tender to the tenders until the end of the deferment period. In such a case, the deadline and the deferment period established by Article 108, Part 1 of the LP shall be extended for an additional period, counting from the date of submission of the Interested Tenderer’s request to submit the Successful Tender to the Contracting Entity until the said Successful Tender is submitted to the Interested Tenderer. If the Tender of the successful tenderer is submitted on the same day when it was requested, the deadline set in paragraph 1 of Article 108 of this Law and the postponement deadline are extended by one working day.

7.12. The Contracting Entity has the right to request the Supplier to deliver the originals of the documents submitted together with the Tender.

7.13. Tenders, as well as other correspondence and documents may be submitted in the languages ​​specified in the SPC. If the relevant documents (certificates, certificates, etc.), technical descriptions or similar documents proving compliance with the requirements set out in the Conditions are issued in languages ​​other than those specified in the SCP, these documents must be accompanied by translation of the document into at least one of the specified languages and signed by the Supplier's manager or translator and stamped by the translation agency.

# 8. DEADLINES FOR THE SUBMISSION OF TENDERS

8.1. Information on the deadline for submission of Tenders is provided in the SPC and / or in the CPP IS. The deadline for submission of Tenders shall be such that the Suppliers have time to prepare and submit Tenders in a timely and appropriate manner.

8.2. Before the deadline for submission of Tenders has expired, the Supplier may change or cancel his Tender without losing the right to ensure the validity of his Tender, if required. Such amendment or notification that the Tender is withdrawn shall be deemed valid if it has been received by the Contracting Entity before the deadline for submission of Tenders.

8.3. The Contracting Entity has the right to extend the deadline for submission of Tenders. All Suppliers who have registered in the CPP IS for the Procurement will be notified separately in writing by the Contracting Entity of the new date for submission of Tenders.

8.4. The new date for submission of Tenders will be announced in the CPP IS (or, if the Procurement is carried out by other means, these Suppliers to whom the Procurement Conditions have been submitted will be notified by these means).

8.5. The Contracting Entity, having received the Tender after the specified date of submission of the Tenders, shall inform the Supplier thereof, and shall not examine or evaluate such Tender. The Contracting Entity shall not be liable if the Tenders have not been received or received late due to telecommunication malfunctions or other unforeseen circumstances.

8.6. The Contracting Entity recommends to assess the possible failures of CPP IS and other systems and not to delay the submission of the Tender at the last minute.

# 9. EXAMINATION OF INITIAL TENDERS (IF NEGOTIATIONS ARE CARRIED OUT)

9.1. Initial Tenders will be examined, compared and evaluated by the Organizer of Procurement or the Commission. Initial Tenders will be examined and evaluated confidentially, without the participation of the Suppliers or their authorized representatives.

9.2. Suppliers shall not participate in the procedure of initial acquaintance with the Initial Tenders received by electronic means.

9.3. All Suppliers who submit Initial Tenders will be invited by the Contracting Entity to participate in the Negotiations by electronic means of CPP IS. In the Invitation to Negotiations, the Contracting Entity will indicate the non-compliance of each Supplier's Initial Tenders with the requirements of the Procurement Conditions (if any). The Supplier will have to provide clarifications on the non-compliance of the Initial Tender with the Final Tender.

# 10. NEGOTIATIONS (IF CARRIED OUT)

10.1. Information on whether Negotiations will take place during this Procurement is provided by SPC. Negotiations may be conducted during the meeting, by telephone and / or online conference, and / or by means of the Procurement (as specified in the SPC). In the event that the SPC indicates that Negotiations are not conducted, the provisions of this paragraph shall not apply.

10.2. When Negotiations are carried out:

10.2.1. All Suppliers who do not have grounds for exclusion (if there are requirements) and / or whose qualifications meet the requirements of the Procurement Conditions (if inspected) will be invited to negotiate. In the event that the Suppliers are not requested to submit an ESPD and / or the documents proving the qualification, all the Suppliers who have submitted the Initial Tenders will be invited to the Negotiations by the means by which the procurement is carried out. The Supplier will have to provide clarifications on the non-compliance of the Initial Tender with the Final Tender;

10.2.2. The Contracting Entity shall negotiate with each of the Suppliers regarding the Initial Tenders submitted by them. Negotiations will not be on the minimum requirements set out in the Procurement documents, the criteria and procedure for the evaluation of the Tenders, the final result of the Negotiations recorded in the Negotiation Minutes or the Final Tenders submitted after the Negotiations, as well as the characteristics of the Object of Procurement (technical requirements set by the Contracting Entity), the terms of the draft Contract and the scope of the Object of Procurement;

10.2.3. Negotiations will take place until the submission of the Final Tenders of the Suppliers. The deadline for submission of the Final Tenders will be set after the Negotiations and each Supplier who has submitted the Initial Tender will be informed about it by the means by which the Procurement is carried out.

10.2.4. The Initial Tender submitted by the Supplier who submitted the Initial Tender but did not participate in the Negotiations or did not submit the Final Tender will be considered as the Final Tender.

10.2.5. In the event that the Negotiation Minutes are drawn up, they shall be signed by the Chairman of the Commission or the organiser of the Procurement, also the authorized representative of the Supplier with whom the Negotiations have been held.

# 11. EXAMINATION AND EVALUATION OF TENDERS

# (FINAL TENDERS IF NEGOTIATIONS ARE CARRIED OUT)

11.1. Tenders will be examined, compared and evaluated by the Commission or, in the cases specified in the Law on Procurement and / or the Description, by the Organizer of Procurement. Tenders will be examined and evaluated confidentially, without the participation of the Suppliers or their authorized representatives.

11.2. Suppliers shall not participate in the procedure of initial acquaintance with the Tenders received by electronic means.

11.3. Except in cases where the Contract is concluded orally, the Contracting Entity shall notify the Suppliers in writing within 3 working days of the decision made on the Successful Tender for which the Contract will be awarded, and shall provide the relevant information referred to in Article 68 (2) of the Law on Procurement which has not been furnished yet while carrying out the Procurement procedure, a summary, shall indicate the established ranking of Tenders and the Winning Tender. The Contracting Entity must also state the reasons for the decision not to award the Contract or to reopen the Procurement.

11.4. The Contracting Entity may not provide the information specified in Sub-clause 11.3 of the GPC if its disclosure is contrary to information and data protection legislation or the public interest, violates the legitimate commercial interests of a particular Supplier or adversely affects the competition of Suppliers.

11.5. All information related to the Procurement may be accessed only by the members of the Commission, observers attending the meetings of the Commission and experts invited by the Contracting Entity or its authorized entity, representatives of the Public Procurement Office, the Head of the Contracting Entity, his authorized persons, other persons and institutions entitled to do so according to the laws of the Republic of Lithuania governing their activities, as well as public legal entities administering the financial support of the European Union or individual states authorized by a resolution of the Government of the Republic of Lithuania. Other persons may access only the information related to the Procurement which disclosure is authorized by the Law on Procurement.

11.6. The Tender submitted by the Supplier shall be rejected and the Supplier shall be excluded from the Procurement Procedure if at least one of the following conditions is met:

11.6.1. At least one of the conditions set out in Article 58 (1) of the Law on Procurement is not met;

11.6.2. The Supplier shall comply with at least one ground for exclusion (if grounds for exclusion have been raised) set out in the Procurement Documents;

11.6.3. The Supplier does not meet at least one of the Qualification requirements specified in the Procurement Documents;

11.6.4. The Supplier, whose Tender may be declared a winner, has not submitted and / or has not specified the documents confirming the compliance with the qualification requirements within the term set by the Commission;

11.6.5.The Supplier does not meet at least one of the requirements set out in the ESPD (if ESPD was requested to be submitted);

11.6.6. The Supplier, having assisted the Contracting Entity in preparing the Procurement, does not substantiate in writing that its prior consultations could not have distorted competition;

11.6.7. The Supplier, the subcontractor, a member of the supplier group or the entity whose capacity is relied on is not registered (or the supplier, the subcontractor, a member of the Supplier Group, the economic entity on whose capacities the Supplier relies on, the quasi sub-contractor, a natural person is not a permanent resident ) in a Member State of the European Union, North Atlantic in a Member State of the contracting organization or in a third country which is a signatory to the international agreements referred to in Article 29 (4) of the LPP;

11.6.8. The Tender indicates an abnormally low price or cost and the Supplier does not provide adequate evidence of the reasonableness of the abnormally low price or cost proposed;

11.6.9. The Tender does not comply with the environmental, social and labour law obligations referred to in Article 29 (2) (2) of the Law on Procurement;

11.6.10. The Contracting Entity determines that abnormally low prices or costs have been proposed due to the fact that the Supplier has received state aid, but the Supplier cannot prove within a sufficient period of time determined by the Contracting Entity that the state aid has been legally granted.

11.6.11. If there are errors in the price or cost calculation in the completed Tender Form submitted by the Supplier and the Supplier has not corrected them within the term set by the Contracting Entity;

11.6.12. If the Negotiations are carried out and the Price of the Final Tender specified in the Supplier's Final Tender exceeded the Price of the Initial Tender specified in the Supplier's Initial Tender and the Supplier, at the request of the Contracting Entity, did not substantiate the circumstances of the Final Tender price or cost increase by the specified deadline;

11.6.13. The documents submitted by the Supplier do not comply with the technical requirements specified in the Procurement Conditions;

11.6.14. Prior to the opening of the procedure (meeting) of opening envelopes with Tenders, the Supplier does not provide (due to its own fault) a password or provides an incorrect password, which could not be used by the Contracting Entity to decrypt all the Tender documents;

11.6.15. The Tender was submitted by electronic means other than those specified by the Contracting Entity;

11.6.16. At the request of the Contracting Entity and / or the competent authorities, the Tenderer has not submitted the information and documents required by Chapter 17 of the GPC related to the inspection performed during the Procurement in accordance with the Law of the Republic of Lithuania on Protection of Objects of Importance for National Security if compliance with national security interests has been required);

11.6.17. After the Government of the Republic of Lithuania has adopted a decision confirming that the Contract to be concluded with the Supplier does not meet the interests of national security in accordance with the Law on the Protection of Objects of Importance for Ensuring National Security;

11.6.18. After the Government of the Republic of Lithuania has adopted a decision confirming that the Supplier does not meet the interests of national security in accordance with the Law on the Protection of Objects of Importance to Ensuring National Security;

11.6.19. goods (including their manufacturers) and / or services and / or works pose a threat to national security when on the basis of the contract agreement, the circumstances defined in Article of 13 Part 4 (1) the Law on the Protection of Objects of Importance for Ensuring National Security of the Republic of Lithuania deem to arise.

11.6.20. Supplier, sub-supplier, economic operator whose capabilities are relied on, manufacturers of goods, or the legal or natural persons who control them, are subject to international sanctions (restrictive measures) implemented by the United Nations Security Council, the European Union, other international organizations of which the Republic of Lithuania is a member or participant, or by the United States of America.

11.6.21. There are other grounds for rejecting the Tender provided for in the Procurement Conditions or the Law on Procurement.

11.7. Tender submitted by the Supplier shall be rejected and the Supplier shall be excluded from the Procurement procedure if the Contracting Entity when carrying out a Procurement, the object of which includes goods or services of the CPV codes from the list provided for in Article 92 (13) of the LPP, has identified that the goods or services pose a threat to national security for at least one of the following reasons:

11.7.1. the manufacturer of the goods or the person controlling the manufacturer of the goods is registered (if the manufacturer or the person controlling it is a natural person permanently residing or having nationality) in the countries or territories specified in the list provided for in Article 92 (14) of the LPP;

11.7.2. the services are provided from countries or territories included in the list provided for in Article 92 (14) of the LPP.

11.7.3. the Supplier, its Sub-suppliers or Economic entities whose capacity is relied on or the persons controlling them are registered in (if the Supplier, its Sub-supplier or Economic entity whose capacity is relied on, or the persons controlling them is a natural person – permanent resident or citizen of) the countries or territories listed in Article 92 (14) of the LPP.

11.8. In the event of mobilization, war, state of emergency or when the Government of the Republic of Lithuania, having assessed the risk that the factors which led to the declaration of mobilization, state of war or state of emergency endanger national security, has decided to apply Article 58 (41) of the LP, The Tender submitted by the Supplier shall be rejected and the Supplier shall be excluded from the Procurement procedure if at least one of these conditions is met:

11.8.1. The Supplier, its Sub-supplier, economic entities whose capacity is relied on, the manufacturer of the goods offered by the Supplier or the persons controlling them are legal entities registered in the countries or territories listed in Article 92 (15) of the LPP;

11.8.2. The Supplier, its Sub-supplier, economic entity whose capacity is relied on, the manufacturer of the goods offered by the Supplier or the persons controlling them are natural persons residing in the countries or territories listed in Article 92 (15) of the LPP or having the citizenship of these countries;

11.8.3. the goods originate or the services are provided from countries or territories included in the list provided for in Article 92 (15) of the LPP;

11.8.4. The Government of the Republic of Lithuania, in accordance with the criteria established in the Law on the Protection of Objects Important for Ensuring National Security, has adopted a decision confirming that the entities specified in Clauses 14.8.1 and / or 14.8.2 of the GPC do not meet national security interests;

11.8.5. The Contracting Entity shall be informed by the competent authorities that the entities referred to in Clause 14.8.1 and / or 14.8.2 of the GPC have an interest which may constitute a threat to national security.

11.9. In accordance with the Article 64 (6) of LP, the Contracting Entity may choose to not evaluate the Supplier’s Tender in its entirety, if after examining its part the Contracting Entity determines that the Final Tender must be rejected in accordance with the Procurement documents. In applying this provision, the Tender shall not be rejected because the price specified in it exceeds the funds allocated for the Procurement, if the most economically beneficial Tender is selected based on the costs ,or price or costs and quality ratio and the Contracting Entity has not specified the amount of funds allocated for the Procurement in the Procurement documents, except in cases where all Final Tenders received are rejected.

11.10. The Contracting Entity may not exclude the Supplier in respect of whom the grounds for exclusion have been established from the Procurement Procedure only in exceptional cases where it is necessary to ensure the protection of the public interest, including the protection of public health and the environment.

11.11. If the Supplier does not meet the requirements of the grounds for exclusion (if these requirements are imposed by the SPC), the Contracting Entity shall not exclude such Supplier from the Procurement Procedure when both of the following conditions are met:

11.11.1. The Supplier has provided the Contracting Entity with information that it has taken these measures:

11.11.1.1. Voluntarily paid or undertook to pay compensation for damage caused by a criminal offense or violation, if applicable;

11.11.1.2. Cooperated, actively provided assistance or took other measures to assist in the investigation, clarification of the criminal offense or violation committed by him, if applicable;

11.11.1.3. Has taken technical, organizational, personnel management measures to prevent further criminal acts or violations;

11.11.2. The Contracting Entity has assessed the information provided by the Supplier in accordance with sub-clause 11.11.1 of the GPC and has made a reasoned decision that the measures taken by the Supplier to prove its reliability are sufficient. The adequacy of these measures shall be assessed in the light of the seriousness and circumstances of the offense or infringement. The Contracting Entity shall submit a motivated decision to the Supplier in writing not later than within 10 days from the receipt of the Supplier's information specified in Sub-clause 11.11.1 of the GPC.

11.12. At any time during the Procurement Procedure, the Contracting Entity may request the Suppliers to provide all or part of the documents confirming the absence of grounds for exclusion, their compliance with the Qualification and Other requirements and, if applicable, compliance with quality management system and / or environmental management system standards if this is necessary to ensure proper performance of the Procurement Procedures. In particular, the type of certificates and forms of documentary evidence for which information is provided in the European Commission's eCertis information repository are required. from foreign Suppliers. Such documents are not required if the Contracting Entity has access to these documents or information directly and free of charge by accessing the national database in any member state or via the CVP IS, or already has these documents from previous Procurement procedures.

11.13. If the Contracting Entity has doubts about the accuracy of the information provided by the Supplier, it has the right to apply to the Supplier with a request to provide a justification of the information provided by the Supplier to the Contracting Entity. The Contracting Entity has the right to contact the persons (customers) specified by the Supplier in order to ascertain the accuracy of the specified information, and if these persons do not confirm the correctness of the information specified by the Supplier - to reject the Supplier's Tender. The Contracting Entity also has the right to request the Supplier to provide written confirmation of the persons (customers) to whom the Supplier has supplied (supplies) goods, provided (provides) services and / or performed (performs) works regarding the goods supplied to him by the Supplier, confirmation of the fact of services provided and / or work performed.

11.14. If the Contracting Entity has doubts about the absence of the Supplier's grounds for exclusion (if they have been raised) and / or compliance with the Qualification requirements and, if applicable, the quality management system and / or environmental management system standards, he has the right to apply to the competent authorities and the third parties identified in the Supplier's Tender to obtain all necessary information on the absence of the grounds for exclusion and / or the Supplier's qualification and, if applicable, the quality management system and / or environmental management system standards.

11.15. In order to verify the data provided by the Supplier regarding its compliance with the established Qualification Requirements, the Contracting Entity may request the Supplier to create conditions for getting acquainted with the projects implemented by the Supplier and their results. The Supplier, insofar as it depends on it, must facilitate such acquaintance and provide all additional requested data and documents related to the information provided by the Supplier together with the Tender, which are necessary to ascertain the Supplier's compliance with the specified Qualification Requirement.

11.16. If the Supplier has provided inaccurate, incomplete or erroneous documents or data on its compliance with the requirements of the Procurement Documents or these documents or data are missing, the Contracting Entity may, without violating the principles of equality and transparency, request the Supplier to correct, supplement or explain these documents or data within a reasonable time set by the Contracting Entity. The Final Tenders are revised, supplemented or clarified in accordance with the rules established by the Public Procurement Office.

11.17. If the Commission or the Organizer of Procurement finds errors in the Tender price or cost calculation errors in the submitted Tender, they must ask the Suppliers in writing or by means of CPP IS correspondence to correct arithmetical errors in the Tender within the specified time limit without changing the price or costs announced at the meeting of opening envelopes with Tenders. When correcting arithmetical errors specified in the Tender, the Supplier may correct the price or cost components, but has no right to waive the price or cost components or add new parts to the price or cost. If the Supplier fails to correct arithmetical errors and (or) does not explain the Tender within the specified term, his Tender shall be deemed not to comply with the requirements set out in the Procurement Documents. When applying the fixed rate, the Supplier may not correct / adjust the rates provided with the Tender.

11.18. Tenders will be evaluated according to the criteria set out in the SPC.

11.19. The Contracting Entity shall recognize was winning the most economically advantageous Tender, provided that all the conditions specified in Article 58 of the Law on Procurement are met.

11.20. The Contracting Entity shall indicate in the Procurement Conditions the relative weight of each criterion selected to determine the most economically advantageous Tender, except in cases when the most economically advantageous Tender is determined only by the price. The relative weight of the criteria is expressed by a specific value or by determining the range within which each value assigned to the criterion falls. In cases when due to objective reasons it is not possible to determine the relative weight of the criteria, the Contracting Entity shall indicate the ranking of importance of the criteria applied in the Procurement Conditions in descending order.

11.21. The Contracting Entity has the right to apply to the Supplier which provided most economically advantageous Tender for justification of an abnormally low price or costs if the price proposed by the Supplier seems unusually low, taking into account the scope of the Object of Procurement, the Contracting Entity's planned budget, the Supplier's proposed price.

11.22. The Contracting Entity shall select the most economically advantageous Tender in accordance with (as specified in the SPC):

11.22.1. price or cost / quality ratio;

11.22.2. costs,

11.22.3. price.

11.23. After evaluating the Suppliers' Tenders, the Contracting Entity will approve the ranking of the Suppliers' Tenders in the order of decrease of economic efficiency (when the Tenders are evaluated according to the price criterion - price increase) and determine the Successful Tender.

11.24. The ranking of Tenders shall not be formed if only one Supplier is invited to submit a Tender or only one Supplier submits a Tender, or after evaluating the Final Tenders, only one Supplier remains.

11.25. The Winning Tender (if the SPC specifies that the Object of Procurement is divided into parts - for each part of the Object of Procurement separately) will be recognized the Tender that meets all the requirements set out in the Procurement Conditions and which will be the most economically advantageous. In cases when the economic efficiency of several Tenders of the Suppliers is the same, the Supplier with the earliest Tender shall be entered the first in the ranking of the Tenders.

11.26. The Contracting Entity, having made a decision on termination of the Procurement Procedures, shall inform the Suppliers thereof immediately, but in any case not later than within 3 working days from the date of making such a decision.

11.27. Upon submission of a written request by any Supplier to indicate the reasons for the rejection of its Tender, the Contracting Entity shall respond immediately, but in any case not later than within 15 days from the date of receipt of such request.

11.28. The Contracting Entity will not require the Supplier to provide documents confirming the absence of grounds for its exclusion (if any) and compliance with the Qualification requirements and, if applicable, the requirements of the quality management system and / or environmental management system standards, if it:

11.28.1. has access to these documents or information directly and free of charge by accessing the Supplier's national database specified in the ESPD in any EU Member State (using the Supplier's identification data indicated in the ESPD and, if applicable, the Supplier's Declaration of Consent) or by by means of CPP IS. The information available free of charge shall be verified by the Commission or the Organizer of Procurement together with the documents submitted according to the ESPD.

11.28.2. already has these documents from previous Procurement procedures (eg if the Supplier has submitted them together with the Tender).

# 12. VALIDITY OF TENDERS

12.1. The Tender shall be valid for the term specified by the Supplier. This term must not be shorter than specified in the Procurement Conditions. If the Tender does not specify its term of validity, the Tender shall be deemed valid to the extent specified in the Procurement Conditions.

12.2. During the Procurement Procedure as well as during the suspension of Procurement procedures due to the application of temporary protective measures, the Contracting Entity may request that the Suppliers extend the validity of the Tenders until the specified deadline. The Supplier may reject such a request without losing the right to secure the validity of its Tender, if required. The Supplier who agrees to extend the validity of his Tender and notifies the Contracting Entity thereof in writing shall extend the validity of the Tender Security or submit a new document confirming the validity of the Tender, if required. If the Supplier does not respond to the Contracting Entity's request to extend the validity of the Tender, does not extend it or does not submit a new tender security, it shall be deemed that it has rejected the request to extend the validity of its Tender.

12.3. Requirements to ensure the validity of the Tender are provided in the SPC.

12.4. For the unsuccessful Suppliers, the tender validity security shall be returned to the Contracting Entity upon receipt of such a Supplier's request by means of CPP IS.

12.4.1. by mutual Contract;

12.4.2. after concluding the Contract with the Supplier who has won the Procurement and after the entry into force of this Contract.

12.5. The security for the validity of the Tender will be returned to the Supplier who has won the Procurement upon concluding the Contract and upon its entry into force, upon receipt by the Contracting Entity of such a request of the Supplier by means of CPP IS.

12.6. If the SPC provides that the Supplier must submit a document confirming the validity of the Tender together with the Tender, the Supplier may, before submitting the Tender, request that the Contracting Entity confirm the admissibility of the document confirming the validity of the Tender. Upon receipt of such a request, the Contracting Entity shall respond no later than within 3 working days from the date of receipt of the request. Confirmation of the admissibility of the document confirming the validity of the Tender shall not deprive the Contracting Entity of the right to subsequently reject the performance security of the Tender on the grounds that the Supplier has become insolvent or has not fulfilled its obligations to the Contracting Entity or other economic entities, or has fulfilled them improperly.

# 13. ENCRYPTION OF TENDERS (FINAL TENDERS IF NEGOTIATIONS ARE CARRIED OUT)

13.1. The Supplier may encrypt the Tender submitted electronically by means of CPP IS.

13.2. The Supplier, having decided to submit an encrypted Tender, must:

13.2.1. submit an encrypted Tender by means of CPP IS means by the end of the deadline for submission of Tenders (the entire Tender or the Tender Document indicating the Tender Price is encrypted). Instructions on how to encrypt the Offer to the Supplier can be found on the website[[2]](#footnote-3);

13.2.2. Prior to the start of the procedure (meeting) for opening the envelopes with the Tenders, provide by means of CPP IS correspondence with a password, with which the Contracting Entity will be able to decrypt the submitted Tender. In case of technical problems of CPP IS, when the Supplier is not able to provide the password via the CPP IS correspondence means, the Supplier has the right to provide the password by other means optionally: by the official e-mail of the Contracting Entity or in writing. In this case, the Supplier should be active and make sure that the provided password has reached the addressee in time (for example, by contacting the Contracting Entity by his official telephone and / or other means);

13.2.3. If the Supplier fails to provide (due to its own fault) a password or provides an incorrect password by which the Contracting Entity could not decrypt the Tender, the Supplier's Tender shall be deemed not to comply with the requirements of the Procurement Conditions (if Negotiations are not performed) or the Supplier's Initial Tender ( including adjustments and / or additions made during the Negotiations and recorded in the Negotiating Minutes) shall be considered as the Final Tender (if Negotiations are carried out).

# 14. PROCEDURE FOR EXAMINATION OF CLAIMS

14.1. The Supplier who considers that the Contracting Entity has not complied with the requirements of the Law on Procurement and / or other legal acts and thus violated them, has the right to submit a claim to the Contracting Entity in written:

14.1.1. Within 5 working days from the day of sending by the Contracting Entity a written notice of its decision to the Suppliers, and if this notice was not sent by electronic means - within 15 days;

14.1.2. Within 5 working days from the day of publication of the decision made by the Contracting Entity, if the Law on Procurement does not have a requirement to inform the Suppliers in writing about the decisions made by the Contracting Entity.

14.2. In order to ensure uniform interpretation of the requests submitted by the Supplier, the Supplier, when submitting a claim to the Contracting Entity, must clearly indicate in writing that his request shall be considered a claim.

14.3. The Contracting Entity examines the claim, makes a reasoned decision and notifies the Supplier who submitted the claim and the interested Suppliers in writing about the change of the previously announced terms of the Procurement Procedure no later than within 6 working days from the date of receipt of the claim.

14.4. The Contracting Entity must examine only those claims of the Suppliers which have been received before the date of conclusion of the Contract and submitted in accordance with the deadlines specified in Clause 14.1 of the GPC. The Contracting Entity is not obliged to examine claims submitted repeatedly due to a decision or action taken by the same Contracting Entity.

# 15. TERMS AND CONDITIONS OF THE CONTRACT

15.1. The contract will be concluded with the Successful Supplier.

15.2. If the Supplier, who has been proposed to conclude the Contract, refuses to conclude it in writing or does not sign the Contract until the time specified by the Contracting Entity or refuses to conclude the Contract under the conditions specified in the Law on Procurement or Procurement Conditions, it shall be deemed that the Supplier refused to enter into the Contract. In this case, In or in case the Supplier does not submit the document confirming the performance of the Contract (if applicable) specified in the Procurement Documents by the deadline specified by the Contracting Entity or does not fulfil other conditions established in the Contract for its entry into, the Contracting Entity shall propose to conclude the Contract to the Supplier whose Tender is the first after the Supplier who refused to conclude the Contract or who did not submit the document confirming the performance of the Contract (if applicable) specified in the Procurement Documents by the deadline specified by the Contracting Entity or did not fulfil other conditions established in the Contract for its entry into force according to the established ranking of Tenders, if the conditions set forth in Article 58 (1) of the Law on Procurement are met.

15.3. If the SPC specifies that the Object of Procurement is divided into parts - separate Contracts will be concluded for each part of the Object of Procurement.

15.4. The standstill period does not apply.

15.5. The Contract must comply with the Successful Supplier's Tender, the Procurement Conditions and other requirements set for the Suppliers.

15.6. The price, costs or other conditions of the Successful Supplier's Tender may not be changed during the conclusion of the Contract.

15.7. The Contract will be concluded in accordance with the provisions of the draft Contract or the essential terms of the Contract attached to the Procurement Terms, unless otherwise specified in the SPC.

# 16. SUBMISSION OF ADDITIONAL INFORMATION

16.1. When carrying out the procurement, the Contracting Entity will respond in writing to each Supplier's written request regarding the requirements set out in the Procurement Conditions, if such request is received no later than 2 working days before the deadline for submission of Tenders (unless otherwise provided in the SPC). The request must be submitted by the same means as the Procurement is carried out.

16.2. Explanations or clarifications are published by means of CPP IS or sent by the same means as the Procurement is carried out and sent to the requesting Supplier and all Suppliers connected to the Procurement. If explanations or clarifications are provided at the initiative of the Contracting Entity, their publication by means of CPP IS or sending by the same means as the Procurement shall be considered sufficient. Explanations or clarifications must be submitted at least 1 working day before the deadline for submission of Tenders. If the Contracting Entity does not submit explanations or clarifications within the specified term, the deadline for submission of Tenders shall be postponed for at least the same period as the delay in the submission of explanations or clarifications.

16.3. The Contracting Entity may, on its own initiative, explain (clarify) the Procurement documents before the deadline for submission of Tenders. When the information published in the announcement about the Procurement is revised, the Contracting Entity will revise the announcement accordingly and, if necessary, extend the deadline for submission of Applications or Tenders for a reasonable period during which the Suppliers could take the revisions into account when preparing the Applications or Tenders.

# 17. VERIFICATION OF COMPLIANCE WITH NATIONAL SECURITY INTERESTS

17.1. Pursuant to the requirements of Article 13 of the Law on Protection of Objects Important for National Security of the Republic of Lithuania, the Contracting Entity will inform the Coordination Commission for Protection of Objects Important for National Security (hereinafter – the Coordination Commission) of the intended Contract. In the event that an inspection is carried out concerning the compliance of the intended Contract with the interests of national security, the Supplier undertakes to provide the Contracting Entity and/or the competent authorities with all data, documents and consents necessary for such inspection. In all the following cases, once the potential winner has been identified, the Contracting Entity will inform the Coordinating Commission when:

17.1.1. the value of the Contract exceeds 10 per cent of the annual income of the Contracting Entity for the previous financial year;

17.1.2. the Procurement will be subject to requirements regarding the compliance of suppliers, subcontractors, Quasi sub-contractor, goods, services or works with the interests of national security;

17.1.3. Supplier, Subcontractors, Economic entities will be granted the right to service, access or otherwise become acquainted with the communication and information systems (or parts thereof) specified in the security plans of the critical information infrastructure manager or the Contracting Authority, or other internal documents of the critical information infrastructure manager or the Contracting Authority, which are significant for the activities of the critical information infrastructure manager or the Contracting Entity, the technologies, databases or data contained in these communication and information systems (or parts thereof); or when there is a risk that such communication and information systems (parts thereof) may be accessed by third parties or that they may be granted the right to service or otherwise have access to such communication and information systems (parts thereof);

17.1.4. The Supplier is granted the right to participate in the implementation of a project of special state importance or a project of state importance on the basis of the Contract;

17.1.5. The Supplier is granted, on the basis of the Contract, the right to operate or manage facilities and assets important for national security or to perform other significant activities that may pose a risk or threat to national security and may affect facilities and assets important for national security.

17.1.6. The Supplier and / or its controlling and / or controlled persons (if there is any) participated and / or are participating in the construction of a statutory[[3]](#footnote-4) unsafe nuclear power plant in a third country or its activities, in the development of electricity infrastructure related to such a power plant, as specified in the Republic of Lithuania to protect against the unsafe threats posed by nuclear power plants in third countries.

17.1.7. The Contract party shall be granted other types of access to facilities and assets essential to national security that pose a threat or threat to national security.

17.2. If the Supplier provides incomplete, inaccurate or false documents or data required for the verification of compliance with the interests of national security, the contracting entity will have the right to ask for these documents or data to be clarified, supplemented or explained within a reasonable time limit established by it. Other competent authorities also have the right to request the Supplier to provide these documents or data.

17.3. The Supplier who fails to provide the required information and/or documents, or if the Government of the Republic of Lithuania will make a decision confirming that the intended Contract with the Supplier does not meet national security interests in accordance with the Law on Protection of Objects of Importance to Ensuring National Security, will not be recognized as the Successful Supplier and its Tender will be rejected on the basis specified in clause 1.6.16 or 11.6.17 and 11.6.18 of the GPC.

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1. These provisions and the following Conditions of Procurement also apply if costs are to be applied. [↑](#footnote-ref-2)
2. <http://vpt.lrv.lt/uploads/vpt/documents/files/uzsifravimo_instrukcija.pdf> [↑](#footnote-ref-3)
3. Law of the Republic of Lithuania on the Recognition of an Unsafe Nuclear Power Plant in the Astrava District of the Republic of Belarus as a Threat to the National Security, Environment and Public Health of the Republic of Lithuania [↑](#footnote-ref-4)