APPROVED:

by the Minutes of Public Procurement Commission

on 11 October 2025 No. 7148

**Defence Materiel Agency under the Ministry of National Defence**

**Restricted tender (Law of the Republic of Lithuania on Public Procurement in a Field of Defence and Security)**

**TRUCK WITH A TRAILER**

1. GENERAL PROVISIONS   
   
 1.1. The Contracting Authority is Defence Materiel Agency under the Ministry of National Defence, legal entity code 188732677, address Giedraičių g. 41, LT-09303 Vilnius, Lithuania (hereinafter referred to as the Contracting Authority), in carrying out this public procurement, intends to acquire the procurement object specified in Annex 1 to the procurement conditions “Technical Specification of the 60 mm Mortar System” (hereinafter referred to as Annex 1).    
 1.2. The Contracting Authority is a payer of value added tax (hereinafter referred to as VAT).  
 1.3. The procurement is carried out in accordance with the Law of the Republic of Lithuania on Public Procurement in a Field of Defence and Security (hereinafter referred to as the Law), other legal acts regulating public procurement in the field of defence and security, the Civil Code of the Republic of Lithuania (hereinafter referred to as the Civil Code) and these restricted tender documents (hereinafter referred to as the procurement documents).   
 1.4. The concepts used herein are defined in the Law and the Law of the Republic of Lithuania on Public Procurement.   
 1.5. The procurement is organised in compliance with the principles of equality, non-discrimination, mutual recognition, proportionality and transparency.   
 1.6. No prior notice about the procurement was published.   
 1.7. All procurement conditions are set out in the procurement documents, which include:   
 1.7.1. contract notice;   
 1.7.2. procurement documents (including annexes);   
 1.7.3. explanations of the procurement documents, as well as answers to the suppliers’ questions (if any);   
 1.7.4. other information provided by means of the Central Public Procurement Information System (hereinafter referred to as the CPP IS).   
 1.8. Communication and exchange of information between the Contracting Authority and suppliers during this procurement shall be made by means of the CPP IS in Lithuanian or English.  
 **1.9.** **The Contracting Authority does not allow the participation of suppliers (legal/natural persons)/suppliers (legal/natural persons)/economic entities (legal/natural persons) whose capacity is relied on, which are not registered/declared residence in a European Union member state/NATO state, to participate in this procurement.**

**1.10. The Contracting Authority, in accordance with Article 44(3) of the Law, establishes a prohibition on offering goods, their parts, components, and/or assemblies (barrel, bipod, baseplate, mortar sight, and mortar conversion kit with sight) that are manufactured in the states or territories listed in the schedule specified in Article 92(14) of the Public Procurement Law in this procurement.**

1.11. The contracting authority will apply the Resolution No. 558 of the Government of the Republic of Lithuania, dated July 3, 2024, **"On the Implementation of the Law on Defense and Security Industry of the Republic of Lithuania"** (hereinafter – the Resolution) <https://e-seimasx.lrs.lt/portal/legalAct/lt/TAD/0322ab4139f111efb121d2fe3a0eff27?jfwid=v7tysplmj> to this procurement. Before concluding the contract for purchase-sale of goods, the supplier will be required to sign an **industrial cooperation agreement** (a standard contract form is attached as an annex to the Resolution).

Supplier (sub-supplier, subcontractor, sub-provider, another contractually cooperating economic entity whose capacities are relied upon, the manufacturer of the goods offered by the supplier (including their components) or a person controlling them) engaged in implementing industrial cooperation will be subject to a compliance check with **national security interests** under Article 12(3) and Article 12(4)(4) of the Law on the Protection of Objects Important for National Security of the Republic of Lithuania.

For all matters related to industrial cooperation, please contact the **Defense Industry Policy and Innovation Department** at GRA under the Ministry of National Defense:  
**Gintarė Dubickaitė** Email: [**gintare.dubickaite@kam.lt**](mailto:gintare.dubickaite@kam.lt) **phone**: **+370 5 265 7565**

1.12. Arūnas Valatka, a representative of the Contracting Authority, is authorised to maintain a direct contact with suppliers, e-mail:arunas.valatka@kam.lt, in his absence – Nerijus Skirka, e-mail:nerijus.skirka@kam.lt

1.13. For questions related to the peculiarities of the operation of the CPP IS system, please contact by e-mail at [pagalba@vpt.lt](mailto:pagalba@vpt.lt).

2. OBJECT OF THE PROCUREMENT

2.1. Object of the procurement –**trucks with trailers (hereinafter referred to as goods)**;

2.2. This procurement is not divided into into lots, Suppliers must submit offers for the entire scope of the purchase **specified in Annex 6 to the procurement conditions “Proposal Form” (hereinafter referred to as Annex 6).**

2.3. The Contracting Authority undertakes to purchase a minimum quantity of Goods – 76 (seventy six) units – throughout the entire duration of the contract 60 (sixty) months, but does not commit to purchasing the maximum quantity of Goods **–** 99 (ninety nine) units.

2.4. The characteristics of the goods are described in Annex 1.Where the procurement documents specify a specific model or source of supply, standard, specific process or trademark, patent, types, specific origin or production, this includes equivalent products or processes (i.e. the supplier may also offer relevant equivalent products or processes), regardless of whether the postscript “or equivalent” is present (condition shall not be applicable if a specific model or source of supply, standard, specific process or trademark, patent, types, specific origin or production is specified in the definition of products or existing processes held by the Contracting Authority or partners). Proof of equivalence is the responsibility of the supplier.

2.5. Place of delivery of the Goods – Lithuanian Armed Forces Depot Service Vehicle and Equipment Depot (address: LT-45252, Kaunas, A. Juozapavičiaus pr. 11B, Lithuania), based on INCOTERMS 2020 DAP conditions   
 2.6. Suppliers shall not be allowed to submit alternative proposals. If the supplier makes an alternative proposal, its proposal and the alternative proposal (alternative proposals) shall be rejected.   
   
   
 3. SUBMISSION OF APPLICATIONS   
   
 3.1. Suppliers shall prepare and submit applications for participation in the restricted tender. The application shall include the following:   
 **3.1.1. a power of attorney or other document (e.g., a job description) authorising to sign the supplier’s application where the application is signed by an authorised person other than the head of the legal person, by electronic signature;**

**3.1.2. a duly completed Application Form in accordance with the form set out in Annex 2 “Application Form” to the procurement conditions;**

**3.1.3. documents supporting the requirements set out in Annex 3 “Conditions prohibiting and restricting the participation of suppliers in the procurement and qualification requirements” (hereinafter – Annex 3) of the procurement documents;**

**3.1.4. “Declaration of Compliance with National Security Requirements” (hereinafter – Annex 4);**

**3.1.5. “Information about the Supplier (supplier, subcontractor, subcontractor, other contractual business entity on whose capabilities supplier relies on, manufacturer or person controlling them)” (hereinafter – Annex 5) and the documents referred to therein;**

**3.1.6. joint-venture agreement (where a group of economic operators is participating the tender).**

3.2. The application must be submitted electronically, using the CPP IS, available at https://pirkimai.eviesiejipirkimai.lt, by the deadline specified in the procurement notice. Late applications shall not be accepted. The Contracting Authority has the right to extend the deadline for submission of applications. The Contracting Authority shall announce the new deadline for acceptance of applications in accordance with the procedure established by the Law and notify all suppliers participating in the procurement in writing.   
 3.3. Applications submitted by means of the CPP IS shall be reviewed at the Commission’s meeting. Suppliers or their representatives shall not take part in the procedure for examining the applications submitted.   
 3.4. The application must be signed by a physical or qualified electronic signature of the supplier or his/her authorised person complying with the Regulation (EU) No. 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC (OJ 2014, P 273, p. 73).   
 3.5. All documents confirming the compliance of the suppliers’ qualifications with the qualification requirements set in the procurement documents, other submitted documents must be submitted in electronic form, i.e., digital copies of the documents must be submitted. Documents or digital copies of documents submitted shall be accessible using non-discriminatory, generally available data file formats (e.g., jpg, doc, pdf, etc.). **The Contracting Authority reserves the right to request original documents.** File compression programs (zip, 7-zip, rar) are recommended when uploading files to the CPP IS.   
 3.6. An application submitted by means other than the CPP IS shall not be considered.   
 3.7. **The application and other documents must be submitted in Lithuanian or English**. If the relevant documents are issued in a language other than the one required, a duly certified translation into Lithuanian or English must be submitted, signed by the translator and stamped by the translation agency (if the stamp is used) or translated by the supplier himself (signed and stamped by the supplier or his/her authorised representative (if the stamp is used)).

4. REQUIRED QUALIFICATION   
   
 4.1. The supplier participating in the procurement must meet the qualification requirements set out in Annex 3.   
 4.2. The supplier may rely on the economic, financial, technical and professional capacity of other economic operators, regardless of the legal nature of the links between the supplier and these economic operators. In this case, the applicant or participant must prove to the Contracting Authority that those resources will be available to the supplier during the performance of the contract. Such evidence may include contracts or letters of intent, or other equivalent documents. Under the same conditions, a group of economic operators may rely on the capacities of members of the group of economic operators or of other economic operators.   
   
 5. PARTICIPATION OF A GROUP OF ECONOMIC OPERATORS IN PROCUREMENT PROCEDURES   
   
 5.1. If a group of economic operators participates in the procurement procedures, it shall provide a joint-venture agreement or a duly certified copy thereof. The joint-venture agreement shall specify the obligations of each party to this agreement in the performance of the intended procurement contract with the Contracting Authority, the part of the value of these obligations (expressed as a percentage) included in the total value of the procurement contract. The joint-venture agreement shall also include joint responsibility of all the parties of such an agreement if they fail to fulfil obligations to the Contracting Authority. The joint-venture agreement shall also appoint a person who will represent a group of economic operators (a person to whom the Contracting Authority may communicate with on the questions which might arise during proposal assessment procedure and to whom the information related to proposal valuation should be provided).    
 5.2. If a proposal submitted by a group of economic operators is declared the winner and the Contracting Authority awards a procurement contract to it, such group of economic operators shall not be required by the Contracting Authority to acquire a certain legal form.                    
   
 6. PARTICIPATION OF SUB-SUPPLIERS IN THE PROCUREMENT PROCEDURES   
   
 6.1. The supplier shall indicate in the application which sub-suppliers and for which part of the procurement contract the supplier intends to use to perform the subcontract.   
 6.2. The supplier shall indicate in the application the obligation to notify the Contracting Authority of any change of sub-suppliers during the performance of the procurement contract. During the performance of the procurement contract, the supplier may change sub-suppliers only with the consent of the Contracting Authority.   
   
 7. EVALUATION OF SUPPLIERS’ QUALIFICATIONS AND REASONS FOR REJECTION OF APPLICATIONS   
   
 7.1. The Contracting Authority shall check whether the application submitted by the supplier meets the qualification requirements and has go no grounds of exclusion laid down in Annex 3. If the Contracting Authority thinks that the supplier has provided inaccurate or incomplete information about qualification or information about absence of grounds of exclusion, it shall request the supplier to supplement or clarify this information within a reasonable time limit established by the Contracting Authority.

**7.2. The supplier’s application shall be rejected, and the supplier shall not be invited to submit the proposal if:**

**7.2.1. the supplier which has submitted a proposal does not meet the minimum qualification requirements set out in Annex 3, or has not, at the request of the Contracting Authority, corrected the inaccurate or incomplete data of its qualifications or information about absence of grounds of exclusion submitted;**

**7.2.2. the application does not meet the requirements set forth in the procurement documents;**

**7.2.3. the supplier has failed, within the time limit set by the Contracting Authority in accordance with Article 26(7) of the Law, to revise, supplement or submit the documents required by the procurement documents to be submitted together with the application;**

**7.2.4 if the supplier is not registered/declared a place of residence in a European Union member state/NATO state, as specified in point 1.9 of the procurement documents;**

**7.2.5. it turns out that there is at least one of the circumstances provided for in Article 33 (9) of the Law;**

**7.2.6. the Supplier does not meet the requirements related to national security;**

**7.2.7. when the competent authorities provide information that the supplier, its sub-supplier or manufacturer (including its management bodies, shareholders, the characteristics of the services provided, the goods used to provide the services, the equipment) poses a threat to the national security or the security of another member state or has a conflict of interest that may negatively affect the procurement contract enforcement and thereby pose a threat to national security. In all cases, the Contracting Authority may consider that the supplier poses a threat to the national security or the security of another member state, if it receives information confirming this provided by the competent authorities;**

**7.2.8. if the supplier does not submit documents or information specified in the Clause 7.4 of Procurement conditions;**

**7.2.9. if the supplier does not submit completed Annex 5 to Terms and conditions.**

7.3. The Contracting Authority shall notify each applicant or participant concerned of the results of the qualification evaluation within 3 working days at the latest, giving reasons for the decisions taken.

7.4. Due to the supplier's (non)compliance with national security regulations, the procuring organization may request the submission of documents proving the correctness of the data provided in the supplier's declaration of compliance with national security requirements (Annex 4 of the procurement documents). The supplier will be required to provide the documents and information required for such verification due to compliance with national security interests

8. INVITATION TO SUBMIT PROPOSALS   
   
 8.1. All suppliers that have submitted applications in accordance with the requirements of Chapter 3 and meet the established qualification requirements (Annex 3) shall be invited to submit proposals.   
 8.2. The date of submission of proposals shall be indicated in a separate call for proposals and set out in the CPP IS.   
 8.3. In the calls to submit proposals, the Contracting Authority shall indicate the information contained in Paragraphs 5–8 of Article 21 of the Law.   
   
 9. PREPARATION, SUBMISSION, AMENDMENT OF PROPOSALS   
   
 9.1. By submitting a proposal, the supplier agrees with the procurement documents and confirms that the information provided in its proposal is correct and includes everything necessary for the proper performance of the procurement contract. The supplier shall bear all costs related to the preparation and submission of the proposal, the Contracting Authority shall not be responsible or liable for these costs. The Contracting Authority shall not be liable for or incur these costs, regardless of how the public procurement takes place and ends.   
 9.2. **The proposal must be submitted electronically using the means of the CPP IS. Proposals submitted on paper in envelopes shall be returned to suppliers unopened or returned by registered mail and shall not be examined. If the supplier has submitted the same proposal both in writing (in paper form, in envelopes) and using the CPP IS, the supplier shall be deemed to have submitted more than one proposal and all its proposals shall be rejected**.   
 9.3. Only suppliers duly registered in the CPP IS (https://viesiejipirkimai.lt/) may submit proposals by electronic means. Registration in the CPP IS is free of charge.   
 9.4. The proposal must be signed by physical or qualified electronic signature of the supplier or its authorized person complying with the Regulation (EU) No. 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC (OJ 2014, P 273, p. 73).   
 9.5. **The supplier’s proposal and other documents must be submitted in Lithuanian or English.** If the relevant documents are issued in a language other than the one required, a duly certified translation into Lithuanian or English must be submitted, signed by the translator and stamped by the translation agency (if the stamp is used) or translated by the supplier himself (signed and stamped by the supplier or his/her authorized representative (if the stamp is used)).   
 9.6. All documents must be submitted in electronic form, i.e., digital copies of the documents must be provided. Documents or digital copies of documents submitted shall be accessible using non-discriminatory, generally available data file formats (e.g., pdf, jpg, doc, etc.). The Contracting Authority reserves the right to request original documents. File compression programs (zip, 7-zip, rar) are recommended when uploading files to the CPP IS.   
 9.7. **The supplier may submit only one proposal** – individually or as a participant in a group of economic operators. If a supplier submits more than one proposal as a participant in a group of economic operators, several such proposals shall be rejected.   
 9.8. The electronic proposal must be submitted by the end of the deadline specified in the call for proposals by means of the CPP IS. The proposal received later shall not be accepted and shall not be examined. The Contracting Authority shall not be liable for the failures in power supply, the CPP IS disruptions or other unforeseen circumstances due to which proposals were not received, received late or became inaccessible. When submitting a proposal, the supplier should assess the risk of possible disruptions (internet connection speed, internet connection interruption, power failure, computer workstation settings update, software required for electronic signature, system slowdown, bandwidth and speed of third party information systems, etc.) and leave sufficient time for the submission of a proposal or clarification, not to try to submit documents at the last minute, because applications and proposals are protected, not technically activated and inaccessible by the set deadline.   
 9.9. The Contracting Authority has the right to extend the deadline for submission of proposals. The Contracting Authority notifies of the new deadline for submission of proposals by means of the CPP IS.   
 9.10. The Supplier’s proposal must be submitted in accordance with the proposal form provided in Annex 6 to the procurement conditions “Proposal Form”. **Only suppliers that will be invited to submit proposals will have to fill in this form.**

The supplier’s proposal must include:

**9.10.1. a power of attorney or other document (e.g. job description) giving the right to sign the supplier's offer, when the offer is signed by an electronic signature not by the head of the legal entity, but by a person authorized by him;**

**9.10.2. a completed proposal in accordance with the proposal form set out in Annex 6  to the procurement conditions;**

**9.10.3. A completed Appendix 1 to Annex 6 of the procurement conditions titled "Proposed Technical Parameters";**

**9.10.4. Manufacturer’s documents and/or declarations supporting the technical requirements specified in Appendix 1 to Annex 6; other documents requested to be submitted with Appendix 1 to Annex 6, proving the proposed products’ compliance with quality and/or technical requirements, such as manufacturer-prepared catalogs, technical specifications, brochures, and/or other data (in PDF format). In these documents, the supplier must clearly indicate (i.e., prominently highlight using color, arrows, and/or underlining) the specific sections describing the required technical characteristics and specify which clause of the technical specification they correspond to;**

**9.10.5. Manufacturer of the Goods offered;\***

**\***the contracting authority may request the supplier to provide documents supporting the origin of the proposed goods (contracts with manufacturers or other documents indicating the manufacturer or country of origin).

**9.10.6. other documents, in the Supplier's opinion, necessary to substantiate the information specified in the offer.**

9.11. If the data and information specified in the proposal differ from the data and information specified in the annexes to the proposal, the data and information specified in the proposal shall be deemed correct.

9.12. The prices indicated in the proposals must be expressed and calculated as specified in Annex 6 to the procurement conditions “Proposal Form”. When calculating the proposal price, all the requirements specified in the Technical Specification, the quantity (volume) of the goods specified in the procurement documents, the components of the price and other requirements must be taken into account. The proposal price must include all taxes (including VAT, except for the cases specified in clause 14.3) and all costs of the supplier that may affect the price. In cases where the supplier is not required to pay VAT under current legislation, the supplier offers prices without VAT and states the reasons why the supplier does not pay VAT. **Prices must be given in all proposal documents, rounded to two decimal places.**

9.13. Suppliers must indicate in the proposal which information provided in the proposal is confidential. Such information shall include, in particular, commercial (industrial) secrecy and the confidential aspects of proposals. Information required to be made public by the laws of the Republic of Lithuania, as well as the total proposal price or individual prices / rates of the respective type of goods, publicly available details of the supplier or other information made public by the supplier, may not be indicated by the supplier as confidential. Suppliers should be careful when preparing their proposal and specifying the confidential information, and should follow the Ruling of the Supreme Court of Lithuania in the Civil Case No. e3K-3-16-378/2018 of 4 January 2018 and the explanation of PPO posted on the PPO website at http://vpt.lrv.lt/lt/naujienos/konfidencialumas-viesuosiuose-pirkimuose.

The Contracting Authority, the Procurement Commission, its members or experts and other persons may not disclose to third parties any information received from the supplier which the supplier has indicated as confidential. Where the supplier has not provided confidential information, the supplier’s proposal shall be deemed not to contain such information.

9.14. If the Contracting Authority has doubts about the confidentiality of the information provided in the supplier’s proposal, it must ask the supplier to prove why the information provided is confidential. If the supplier fails to provide such evidence or provides inadequate evidence within the time limit specified by the Contracting Authority, which may not be less than 5 working days, such information shall be considered non-confidential.

9.15. The proposal must be valid for at least **180 days** from the deadline for acceptance of proposals. If the proposal does not specify its period of validity, the proposal shall be deemed valid to the extent provided in the procurement documents.

9.16. As long as the proposals have not expired, the Contracting Authority shall have the right to request to extend the validity of the proposals to the specified time. The supplier may reject such request.

9.17. Before the deadline for the submission of proposals, the supplier may modify or withdraw its proposal. Such amendment or notice of withdrawal shall be deemed valid if the Contracting Authority receives it by means of the CPP IS in writing before the deadline for submission of proposals. In order to resubmit a withdrawn and amended tender, the supplier must resubmit it.

9.18. The proposal made by the supplier can be encrypted. The supplier which decides to submit an encrypted proposal must:

9.18.1. submit an encrypted proposal by means of the CPP IS before the deadline for the submission of proposals (the entire proposal or proposal document containing the proposal price is encrypted). Instruction on how to encrypt the proposal for the supplier can be found on the website http://vpt.lrv.lt/uploads/vpt/documents/files/2\_pdfsam\_Naudojimosi%20CVPIS%20taisykles.pdf.

9.18.2. provide a password by means of the CPP IS by which the Contracting Authority will be able to decrypt the submitted proposal by means of the CPP IS before the start of the procedure (meeting) for the examination of proposals. In the event of technical problems with the CPP IS, where the supplier is not able to provide the password via the CPP IS correspondence means, the supplier shall be entitled to provide the password by other means, i.e., by the official e-mail of the Contracting Authority, fax or in writing. In such a case, the supplier should be active in ensuring that the password provided has reached the addressee in a timely manner (for example by contacting the Contracting Authority by its official phone number and/or by other means).

9.19. If the supplier encrypts the entire proposal and fails (through its own fault) to provide a password before examination procedure (meeting) or provides an incorrect password that prevents the Contracting Authority from decrypting the proposal, the proposal shall be deemed not to have been submitted and shall not be evaluated. If, in the case referred to, the supplier has encrypted only the proposal document containing the proposal price and the other proposal documents have not been encrypted, the Contracting Authority shall reject the supplier’s proposal as not complying with the requirements set out in the procurement conditions (the supplier has not submitted the proposal price).   
   
 10. ENSURING THE VALIDITY OF PROPOSALS   
   
 10.1. The validity of the proposal shall be guaranteed by 2 percent of the proposal price in euros excluding VAT (fine). Suppliers are not required to provide a proposal validity guarantee issued by a bank or insurance company.

10.2. By submitting the proposal, the Supplier undertakes to pay to the Contracting Authority the amount (fine) specified in clause 10.1 if at least one of the following conditions occurs:   
 10.2.1. The participant withdraws their proposal or part of it (regarding the procurement object specified in the proposal, its quantity (scope), offered prices, delivery or payment terms, or other conditions stated in the proposal), even though the validity period of the proposal has not yet expired;   
 10.2.2. The participant who has won the public procurement refuses to sign the procurement contract according to the main conditions of the procurement contract provided in Appendix 7 "Draft Contract" of the procurement documents. If the participant does not sign the procurement contract by the deadline specified by the contracting authority, it shall be considered that the participant has refused to sign the procurement contract;

11. EXPLANATION AND CLARIFICATION OF PROCUREMENT DOCUMENTS

11.1. Procurement documents can be explained and clarified at the initiative of suppliers by contacting the Contracting Authority. Requests for clarification of procurement documents may be submitted to the Contracting Authority **no later than 9 calendar days** before the deadline for receipt of applications / proposals.

11.2. The Contracting Authority shall respond to timely inquiries from suppliers **no later than 6 calendar days** before the deadline for receipt of applications / proposals.

11.3. Before the deadline for receipt of applications / proposals, the Contracting Authority has the right to explain and clarify the procurement documents on its own initiative. This explanation must be provided **no later than 6 calendar days** before the deadline for receipt of applications / proposals.

11.4. When replying to a request for clarification of the procurement documents submitted by the supplier, if it was submitted before the deadline specified in clause 11.1 of the procurement documents, or when explaining, clarifying the procurement documents on its own initiative, the Contracting Authority shall publish explanations and clarifications in the CPP IS and send them to all suppliers that have joined the procurement. The Contracting Authority shall publish all explanations and clarifications in the CPP IS both when explaining and clarifying the procurement documents on its own initiative and on the initiative of the suppliers.

11.5. When explaining or clarifying the procurement documents, the Contracting Authority shall ensure anonymity of suppliers, i.e., it shall prevent suppliers from discovering the names and other details of other suppliers participating in the procurement procedures.

11.6. In the event of a clarification of the published information, the Contracting Authority shall clarify the contract notice accordingly and, if necessary, extend the deadline for the receipt of proposals to a reasonable period during which suppliers may take the clarifications into account when preparing proposals. The extension of the deadline for receipt of proposals shall be announced by revising the procurement notice. Notices of postponement of the deadline for acceptance of proposals shall be also published in the CPP IS and sent to the suppliers participating in the procurement.

11.7. Suppliers should be active in asking questions or asking for clarification of the procurement documents immediately after their analysis, taking into account that, after the deadline for submission of proposals, the content of the proposal or the object of the procurement will not be changed.

11.8. In the event of technical errors or provisions contrary to public procurement legislation are found in these procurement documents, the procurement documents would not be amended, but would be interpreted in accordance with the provisions of that legislation.

12. PROCEDURE FOR INITIAL EXAMINATION OF PROPOSALS   
   
 12.1. The initial examination of the suppliers’ proposals submitted by means of the CPP IS shall take place at the meeting of the Public Procurement Commission (hereinafter referred to as the Commission).   
 12.2. Suppliers or their representatives shall not participate in the procedure for the initial examination of proposals received by the means of the CPP IS.   
 12.3. Considering the fact that the proposals are submitted electronically, the results of the initial examination procedure recorded in the minutes shall not be reported to the suppliers.

13. EXAMINATION OF PROPOSALS AND REASONS FOR PROPOSAL REJECTION

13.1. Proposals shall be examined, evaluated and compared on a confidential basis without the presence of the representatives of the suppliers which have submitted the proposals.

13.2. If the supplier has provided inaccurate, incomplete or erroneous documents or data about compliance with the requirements of the procurement documents or these documents or data are missing, the procuring organization requests (when it can do so without violating the principles of equality and transparency) the supplier to clarify, supplement or explain these documents or data through its within a reasonable period of time. Data and/or documents are revised, explained or supplemented in accordance with the rules established by the Public Procurement Service.

13.3. If unusually low price is specified in the proposal submitted by the supplier, the Contracting Authority shall request the supplier to substantiate the proposal price, and if the supplier does not provide adequate evidence of the reasonableness of the price, the Contracting Authority shall reject the proposal.

13.4. The Contracting Authority may refuse to examine the entire proposal of the supplier if, after examining its part, it determines that the proposal must be rejected in accordance with the requirements of the Law.

13.5. Due to the supplier's (non)compliance with national security regulations, the procuring organization may request the submission of additional documents proving the correctness of the data provided in the supplier's declaration of compliance with national security requirements (Annex 5 of the procurement documents). The supplier will be required to provide the documents and information required for such verification due to compliance with national security interests.

**13.6. The Commission shall reject the proposal when**:

13.6.1. the proposal does not comply with the requirements set out in the procurement documents and/or requirements set up in draft contract;

13.6.2. the supplier fails to explain the proposal within the time limit set by the Contracting Authority;

13.6.3. the supplier has not specified or failed to supplement or submit the documents specified in the procurement documents submitted together with the proposal within the time limit set by the Contracting Authority;

13.6.4. The goods, proposed by the supplier are manufactured in the states or territories listed in the schedule specified in Article 92(14) of the Public Procurement Law.;

13.6.5. The supplier’s offered product (including the manufacturers of the product) poses a threat to national security; the supplier (sub-supplier, sub-provider, subcontractor, another contractually cooperating economic entity whose capacities are relied upon, the manufacturer of the goods offered by the supplier or a person controlling them) has a conflict of interest that may negatively affect the execution of the procurement contract and thus pose a threat to national security;

13.6.6. The participant did not justify an abnormally low price;

13.6.7. The price indicated in the offer is excessively high and unacceptable to the contracting authority;

13.6.8. The participant has provided false information regarding compliance with the established requirements, which the contracting authority can prove by any lawful means;

13.6.9. During supplier verification, it becomes apparent that circumstances specified in paragraph 9 of Article 33 of the Law apply;

13.6.10. The supplier does not meet the requirements related to national security;

13.6.11. When competent authorities provide information that the supplier, its sub-supplier, or manufacturer (including its management bodies, shareholders, the characteristics of services provided, goods supplied, or equipment) pose a threat to the national security of the country or another Member State or have a conflict of interest that may negatively affect the execution of the procurement contract and thus pose a threat to national security. In all cases, the contracting authority may consider the supplier to pose a threat to national security of the country or another Member State if it receives confirming information from competent authorities;

13.6.12. The supplier, upon the request of the contracting authority, failed to provide the documents or information requested under clause 13.5 of the procurement conditions.   
 14. EVALUATION OF PROPOSALS   
   
 14.1. The Contracting Authority shall select the winning proposal on the basis according to the criteria and procedure for evaluating the most economically advantageous tender specified in Annex 7 to the procurement conditions "Evaluation Methodology".  
 14.2. The prices indicated in the proposals will be evaluated in euros. If the prices are quoted in foreign currencies, they shall be converted into euros according to the currency rates published by the European Central Bank as regards the euro and a foreign currency. If the European Central Bank does not publish the currency rates as regards to euro and a foreign currency, then the currency rates shall be established in accordance with the euro and foreign currency rates published by the Bank of Lithuania on the last day of the submission of proposals.   
 14.3. For the purpose of an equivalent comparison of proposal prices, the total price quoted in the proposal will be assessed in euros, including VAT. If the price of the proposal is indicated without VAT for justified reasons, the Commission, taking into account the applicable legal acts, will add (or will not add) to the price of such proposal the amount of the 21% VAT rate applicable in the Republic of Lithuania.   
   
 15. RANKING OF PROPOSALS AND DETERMINATION OF THE WINNER   
   
 15.1. The Contracting Authority intending to make a decision regarding the successful proposal in accordance with the criteria and procedure established in the procurement conditions shall immediately evaluate proposals submitted by the suppliers and shall make the ranking of the proposals (except for the cases when the proposal is submitted by only one supplier). The ranking shall be made in accordance with the most economically advantageous proposal in the descending order / the order of the offer is determined by ascending prices . In case when several proposals have got the same economically advantageous level, the supplier the proposal of which was submitted electronically at the earliest date shall be ranked first.

15.2. The Contracting Authority shall notify the interested suppliers in writing not later than within 5 working days of the decision to determine the winning proposal for which the procurement contract will be awarded, provide a summary of relevant information referred to in Article 47 (2) of the Law, not yet submitted during the procurement procedure, the ranking of proposals, the supplier that has won the proposal, the postponement period for concluding the procurement contract. The Contracting Authority shall also specify the reasons for the decision not to conclude the procurement contract or to start the procurement once again.   
 15.3. The Contracting Authority shall award the contract to the supplier the proposal of which has been acknowledged as the winning one immediately, but not earlier than the expiry of the postponement period, which cannot be shorter than 10 days. The postponement period shall not apply if there is only one interested supplier with whom the procurement contract is signed.   
 15.4. The Contracting Authority shall offer to conclude the procurement contract to the supplier the proposal of which has been recognised as the winner. The supplier is invited to conclude the procurement contract by means of the CPP IS and is informed of the time by which it is necessary to come to conclude the procurement contract. The winning supplier must sign the procurement contract within the deadline specified by the Contracting Authority. The time for signing the procurement contract may be set in a separate notice or specified in the notice of the decision to conclude the procurement contract.   
 15.5. If the supplier which has been offered to conclude the procurement contract refuses to conclude it in writing or does not provide the proposal validity guarantee specified in the procurement documents, or if the supplier does not appear to conclude the procurement contract within the deadline established by the Contracting Authority or refuses to conclude the procurement contract under the terms and conditions established in the procurement conditions, it shall be deemed that the supplier has refused to conclude the procurement contract. In this case, the Contracting Authority shall propose to award the contract to the supplier the proposal of which is ranked first after the supplier which has refused the procurement contract.   
   
 16. CONTRACT PROVISIONS   
   
 16.1. The main terms and conditions of the public procurement contract are set out in Annex 7 “Draft Contract”.   
 16.2. The procurement contract may be amended during the term of the contract validity in accordance with Article 53 of the Law. Amendments to the terms and conditions of the contract shall be recorded by written agreements of the parties, which are an integral part of the contract.

17. DISPUTE SETTLEMENT PROCEDURE   
   
 17.1. Disputes between the Contracting Authority and suppliers shall be examined in accordance with the procedure established in Chapter IV of the Law.   
 17.2. A supplier that considers that the Contracting Authority has not complied with the requirements of the Law and thereby violates or will violate its legitimate interests shall have the right to file a claim against the Contracting Authority regarding the actions or decisions of the Contracting Authority prior to the conclusion of the procurement contract. Submission of a claim is a mandatory pre-trial stage of a dispute.   
 17.3. The Contracting Authority shall examine only those claims of the suppliers which have been received prior to the conclusion of the procurement contract.   
 17.4. The Contracting Authority may not conclude the procurement contract earlier than 10 days from the day of sending the written notice of its decision to the supplier which submitted the claim, interested applicants and interested participants.

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18. ANNEXES TO THE PROCUREMENT CONDITIONS   
   
 18.1. The following annexes are attached to the procurement conditions:   
 18.1.1. Annex 1. Technical Specification;

18.1.2. Annex 2. Application Form;

18.1.3. Annex 3 Conditions Prohibiting and Restricting Supplier Participation and Qualification Requirements with Appendix 3.1 List of goods related to the purchase object submitted over the last 5 yearsand Appendix 3.2 Example NOTE Form;

18.1.4. Annex 4 National Security Declaration;

18.1.5. Annex 5 Information about the Supplier (supplier, subcontractor, subcontractor, other contractual business entity on whose capabilities supplier relies on, manufacturer or person controlling them);

18.1.6. Annex 6 Proposal Form with Appendix 6.1 Proposed Technical Parameters and Appendix 6.2 Component Origin Table;

18.1.7. Annex 7 Methodology for evaluating proposals of trucks with a trailer;

18.1.8. Annex 8 Draft contract for the sale and purchase of goods.

18.1.9. Annex 9 Industrial cooperation standard contract form.