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General terms and conditions of an open procedure for the public procurement

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# Definitions and abbreviations

* 1. **CC** means the Civil Code of the Republic of Lithuania.
  2. **CPP IS** means the Central Public Procurement Information System, at <https://viesiejipirkimai.lt>.
  3. **Participant** means the tenderer who has submitted a tender bid.
  4. **ESPD** means European Single Procurement Document, a self-declaration replacing the documents issued by the competent authorities and providing preliminary confirmation that the tenderer and the economic operators whose capacities it relies on in accordance with Article 49 of the Law on Public Procurement (and, in the cases of application of the provisions of Article 88(5) of the Law on Public Procurement, the sub-providers) comply with the requirements laid down in the procurement documents pursuant to Articles 46, 47, 48 of the Law on Public Procurement and, where applicable, the requirements laid down in Article 54 concerning the compliance with the quality management system and/or environmental management system standards, the form of which is available at <http://ebvpd.eviesiejipirkimai.lt/espd-web/>.
  5. **Authorised organisation** means the organisation specified in the special conditions of the procurement, authorised by the Contracting Authority to organise the procurement, to carry out the procurement procedures prior to the award of the contract or framework contract, and to report on the procurement procedures carried out, or to publish a notice concerning the award of the contract or framework contract.
  6. **Commission** means the Public Procurement Commission.
  7. **Contracting Authority** means the Contracting Authority specified in the special conditions of the procurement.
  8. **Procurement** means the public procurement being carried out by the Contracting Authority.
  9. **Framework contract** means a preliminary public procurement-sale contract (where applicable), a Contract concluded between one or more Contracting Authorities and one or more tenderers, the purpose of which is to determine the terms and conditions, including price and, where appropriate, estimated quantities, applicable to public procurement-sale contracts to be awarded within a specified period.
  10. **VAT** means value added tax.
  11. **Regulation** means Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia’s actions destabilising the situation in Ukraine.
  12. **Notice** means the tender notice.
  13. **Sub-provider** means a sub-provider, sub-supplier, subcontractor, natural person or legal entity who will actually perform the Contract or part of the Contract to be awarded and whose qualifications are not relied on by the tenderer in accordance with Article 49 of the Law on Public Procurement to meet the qualification requirements. Natural persons and legal entities who are only fulfilling contractual obligations for the tenderer but who will not actually perform the Contract or part of the Contract to be awarded are not considered sub-providers.
  14. **Contract** means a public procurement-sale contract or a preliminary contract as defined in point 1.9, where a public procurement contract and a preliminary contract are governed by the same rules under the Law on Public Procurement.
  15. **Tenderer** means an economic operator - natural person, private or public legal entity, another organisation and a unit thereof, or a group of such persons, including temporary associations of economic operators - who proposes on the market to perform works, supply goods or provide services.
  16. **Economic operator whose capacities are relied on** means a natural person or legal entity whose capacities are relied on by the tenderer in accordance with Article 49 of the Law on Public Procurement to meet the qualification requirements. Natural persons and legal entities who are only fulfilling contractual obligations for the tenderer but the tenderer does not rely on their capacities to meet the qualification requirements of the Contracting Authority, are not considered as entities whose capacities are relied on, in accordance with Article 49 of the Law on Public Procurement.
  17. **Law on Public Procurement** means the Law on Public Procurement of the Republic of Lithuania.
  18. **Quasi-sub-provider** means a professional whose qualifications are relied on by the tenderer and who, at the time of the submission of the tender bid, is not yet an employee of the tenderer or of the economic operator whose capacities the tenderer relies on, but who is intended to be employed in the event of the tender bid being successful.
  19. All other definitions used in the procurement documents shall correspond to the definitions used in the Law on Public Procurement.

# General provisions

* 1. The Contracting Authority shall invite tenderers to participate in the procurement conducted by means of an open procedure, with a view to procure the procurement object, the Technical Specification of which is given in the Annex to the special conditions of the procurement.
  2. The procurement shall be carried out via the CPP IS in accordance with the Law on Public Procurement, the Civil Code, other legal acts governing public procurement and the performance of this procurement Contract, and the documents for this procurement, and in compliance with the principles of equality, non-discrimination, transparency, mutual recognition and proportionality, and the requirements of confidentiality and impartiality. Issues not covered by the procurement documents shall be directly subject to the provisions of the Law on Public Procurement.
  3. **The Procurement documents consist of**:
     1. Notice;
     2. Prior information notice (if any);
     3. **Procurement Conditions, which consist of:**
        1. General conditions of the procurement;
        2. Special conditions of the procurement, including their Annexes;
     4. Clarifications/adjustments of the procurement documents, as well as answers to tenderers’ questions (if any);
     5. All other information provided by the Contracting Authority via the CPP IS.
  4. If there are any contradictions or discrepancies between the notice and the Procurement Conditions, the information specified in the notice shall be considered correct.
  5. If there are any contradictions or discrepancies between special conditions of the procurement and the annexes thereto, the information specified in the special conditions of the procurement shall be considered correct.
  6. If there are any contradictions or discrepancies between special and general conditions of the procurement, the information specified in the special conditions of the procurement shall be considered correct.
  7. If the Contracting Authority adjusts the Procurement documents, the later amendments shall take precedence over the previous amendments. Tenderers must follow the latest published version of the Procurement documents and the latest clarifications and adjustments of the Procurement documents.
  8. The Contracting Authority will terminate the Procurement procedures initiated if it is found that the principles set out in Article 17(1) of the Law on Public Procurement have been infringed and the relevant situation cannot be remedied.
  9. The Contracting Authority may also exercise the right to terminate the Procurement procedures initiated in the event of circumstances which could not have been foreseen or when it is found that the procurement documents contain material errors which render the procurement no longer appropriate or would result in the acquisition of a procurement object which does not meet its needs.
  10. The Contracting Authority shall not reimburse the tenderer for any costs related to the receipt of the Procurement Conditions, the preparation of tender bids, etc., including costs incurred as a result of the termination of the Procurement procedures by the Contracting Authority in accordance with the provisions of the Law on Public Procurement.
  11. Where the special conditions of the procurement specify that observers may be invited to participate in meetings of the Commission, representatives of state and municipal institutions or bodies who have submitted a mandate of the represented entity (hereinafter referred to as observers) may participate in meetings of the Commission as observers. Observers will only be allowed to participate in the Procurement procedures if they have previously signed a Confidentiality Commitment and declared their private interests in accordance with the procedure laid down by the Law on the Adjustment of Public and Private Interests, and persons who are not obliged to declare their private interests will be allowed to participate in the Procurement procedures if they have signed a declaration of impartiality of the form specified by the Public Procurement Office together with the Chief Official Ethics Commission. Other conditions for the participation of observers are specified in the special conditions of the procurement. Where the Contracting Authority receives reasonable information that an observer may be in a conflict of interest and has not withdrawn from the observation of the Procurement, the manager of the Contracting Authority or their authorised representative shall suspend the participation of the person concerned in the observation of the Procurement and carry out an inspection of that person’s procurement-related activities. If the Contracting Authority establishes that a person is in a conflict of interest, it shall exclude that person from the observation of the Procurement in accordance with the Law on the Adjustment of Public and Private Interests. Unless otherwise specified in the special conditions of the procurement, the following procedure shall apply: a maximum of 2 observers per institution or body and a maximum of 6 observers in total may participate in the Procurement procedure. An observer wishing to participate in a meeting of the Commission may send a copy of the mandate stating the specific procurement procedures (e.g. opening of envelopes and/or examination of tender bids) in which the observer wishes to participate, together with their contact details, at the contacts specified throughout the entire duration of the procurement procedure. The possibility to participate in the meeting of the Commission and the exact time of the meeting will be notified at the contacts specified not later than within 2 working days from the date of receipt of the observer’s mandate. If the Contracting Authority receives more requests to observe the procurement procedure than the maximum number of observers to be invited, the persons that submitted requests first will be invited to observe. Representatives of the Public Procurement Office may participate in meetings of the Commission on their own initiative in any case, irrespective of whether such possibility is specified in the special conditions of the procurement.
  12. Time limits applicable to the Procurement are set out in the special conditions of the procurement.
  13. The Contracting Authority shall state in the special conditions of the procurement whether and, if so, to what extent it will apply the provisions relating to national security.
  14. The Contracting Authority shall assume that all participants are familiar with the Procurement Conditions and with legal acts of the Republic of Lithuania regulating public procurement and the conclusion and performance of contracts, as well as other legislation, the provisions of which may regulate any relations between the Contracting Authority and the tenderers arising from, or related to, the Procurement procedures.

# Procurement object

* 1. The procurement object to be acquired by the Contracting Authority shall be described and the requirements for it shall be specified, and information on the division of the procurement object into lots shall be given in the special conditions of the procurement. If the procurement is divided into lots, the tender bids submitted by tenderers for each lot shall be received and evaluated separately.
  2. The tenderer may only submit one tender bid or, where the special conditions of the procurement indicate that the procurement object is divided into lots for each of which a separate contract is to be awarded, the tenderer may submit to the Contracting Authority a single tender bid for one, several, or all of the lots of the procurement object, as the Contracting Authority shall specify in the special conditions of the procurement.

# Means of communication and information exchange between the Contracting Authority and tenderers

* 1. The contact information about the civil servants or staff of the Contracting Authority or the members of the Commission who are authorised to maintain direct contact with tenderers and receive notifications from them (not intermediaries) related to the Procurement procedures shall be provided in the notice.
  2. The Procurement documents and clarifications as well as additions thereto shall be published on the CPP IS at <https://viesiejipirkimai.lt>. The Contracting Authority shall not provide tenderers with a hard copy of the Procurement documents. Tenderers must closely follow the clarifications and additions to the Procurement documents posted on the CPP IS, as well as the notifications received via the CPP IS.
  3. Only the tenderers registered in the CPP IS may participate in the Procurement and submit tender bids. Tenderers can register in the CPP IS at <https://viesiejipirkimai.lt>.
  4. Communication and information exchange between the Contracting Authority and tenderers shall take place via the CPP IS, except for:
     1. If, in the event of mobilisation, war or a state of emergency, the CCP IS is malfunctioning and this makes communication and information exchange between the Contracting Authority and the tenderer via the CPP IS impossible;
     2. If the nature of the Procurement requires the Contracting Authority to use specific information systems tools and equipment which are not in common use.
  5. Communication and information exchange between the Contracting Authority and the tenderer may take place outside the framework of the CPP IS in the context of the signature or termination, performance and amendment of contracts.
  6. Tender bids shall be submitted via the CPP IS. Instructions on how to submit a tender bid shall be published on the website of the Public Procurement Office[[1]](#footnote-2).
  7. Tender bids submitted through CPP IS correspondence tools without complying with the submission procedure set out in point 4.5 of the general conditions of the procurement and/or the special conditions of the procurement will be deemed not to have been received and will not be evaluated. Tender bids submitted by means other than the CPP IS (e.g. as hard copies in envelopes) will be returned to the tenderers, will be deemed not to have been received and will not be evaluated.

# Procurement document clarifications/adjustments

* 1. Tenderers may, by the means and within the time limits set out in Chapter 4 of the general conditions of the procurement ‘Means of communication and information exchange between the Contracting Authority and tenderers’ and in the special conditions of the procurement, request the Contracting Authority to clarify or adjust the Procurement documents.
  2. Tenderers must be proactive and ask questions or request clarification of the Procurement documents immediately after analysing them, keeping in mind that the period for submitting questions and requests is limited. Procurement document clarifications/adjustments shall be published via the CPP IS and sent to the tenderer that submitted the request as well as to all tenderers logged into the procurement, without disclosing the identity of the tenderer that submitted the request. If clarifications or adjustments are submitted at the initiative of the Contracting Authority, they shall be published via the CPP IS and communicated to the tenderers logged into the procurement. Before submitting a tender bid, tenderer is advised to check whether the Contracting Authority has published any clarifications/adjustments to the Procurement documents and, if so, to check whether the previously submitted tender bid complies with the latest published requirements and whether the bid tender needs to be adjusted.
  3. If the Contracting Authority does not provide clarifications or adjustments before the deadline specified in the special conditions of the procurement (after timely submission of a request by the tenderer for a clarification/adjustment), the deadline for submission of tender bids shall be extended for at least the same amount of time that they are late.
  4. The Contracting Authority may, on its own initiative, clarify/adjust the Procurement documents at any time before the deadline for submission of tender bids. Given the nature of the clarification/adjustment, the Contracting Authority will decide whether to extend the deadline for submission of tender bids. If the Contracting Authority is unable to submit the adjustments to the Procurement documents before the deadline laid down in Article 36(5) of the Law on Public Procurement, the Contracting Authority will extend the deadline for submission of tender bids. In the event of the adjustment to the information published in the notice, the Contracting Authority will adjust the notice and, if necessary, extend the deadline for submission of tender bids for a period of time which complies with the criterion of reasonableness. *In the case of a procurement of international value, substantial modifications to the Procurement documents that would have allowed the participation of tenderers other than those initially selected, or would have attracted more participants to the Procurement procedure, may not be made.*
  5. If meetings with tenderers are foreseen on clarification of the Procurement documents and/or inspection of the procurement object, the information and the arrangements for such meetings shall be set out in the special conditions of the procurement.

# Grounds for exclusion of tenderers

* 1. The requirements regarding the absence of grounds for exclusion of the tenderer, the economic operators whose capacities the tenderer relies on and, where applicable, sub-providers and the documents confirming their absence shall be specified in the special conditions of the procurement.
  2. The Contracting Authority shall exclude the tenderer from the Procurement procedure at any stage of the Procurement procedure if it becomes apparent that due to its actions or inactivity before or during the Procurement procedure, it meets at least one of the grounds for exclusion established in the special conditions of the procurement.
  3. The Contracting Authority shall exclude a tenderer from the Procurement procedure in accordance with the grounds for exclusion set out in Article 46(4) and (6) of the Law on Public Procurement and established in the special conditions of the procurement and in case when it has convincing evidence that the tenderer has been incorporated or is participating in the procurement instead of another person to avoid application of the provisions establishing the grounds for exclusion set out in Article 46(4) and (6) of the Law on Public Procurement.
  4. The Contracting Authority shall also check whether the economic operators whose capacities the tenderer intends to rely on do not give rise to the grounds for exclusion set out in the special conditions of the procurement. If the economic operator is subject to at least one of the grounds for exclusion set out in the special conditions of the procurement, the Contracting Authority will require, within a time limit to be determined by the Contracting Authority, that it be replaced by another economic operator that is not the subject of any of the grounds. The provisions of this point shall also apply to sub-providers if the special conditions of the procurement stipulate that the grounds for exclusion also apply to them.
  5. Notwithstanding the provisions of points 6.2 and 6.3, a tenderer shall not be excluded from the procurement in the cases set out in Article 46(3) and (10) of the Law on Public Procurement (subject to the provisions of Article 46(11) and (12) of the Law on Public Procurement), as well as if, in accordance with Article 46(8) of the Law on Public Procurement, the Contracting Authority has taken a decision, in the course of the evaluation of the credibility of the tenderer, that the exclusion of the tenderer would be disproportionate to the conduct of the tenderer being evaluated, or if it has taken a decision that the exclusion on the basis of the grounds for exclusion pursuant to Article 46(4)(7)(c) of the Law on Public Procurement would significantly restrict competition. Decisions to exclude a tenderer from the Procurement procedure on the grounds of exclusion referred to in point 6.3 may take into account information published in accordance with Articles 52 and 91 of the Public Procurement Law.

# Qualification requirements for Tenderers and required quality and environmental management system standards

* 1. The qualification requirements established for tenderers and/or the requirements concerning the compliance with the quality management system and/or environmental management system standards as well as the documents confirming their compliance shall be specified in the special conditions of the procurement.
  2. If the tenderer’s qualification for the right to engage in the activity concerned has not been verified or has not been verified in full, in submitting a tender bid the tenderer shall undertake to the Contracting Authority that the Contract will be performed only by persons entitled to engage in the relevant activity.
  3. If the economic operator whose capacities the tenderer relies on does not satisfy the qualification requirements imposed on it, the Contracting Authority will require, within a time limit to be determined by the Contracting Authority, that it be replaced by a qualified economic operator.

# Reserved right to participate in the Procurement

* 1. This Chapter shall apply where the Contracting Authority reserves the right to participate in the Procurement for tenderers specified in the special conditions of the procurement.
  2. **If the Contracting Authority reserves the right to participate in the Procurement only to the tenderers referred to in Article 23 of the Public Procurement Law**, only the following tenderers may participate in the Procurement:
     1. Tenderers whose employees are convicted persons serving the sentence of arrest, a fixed-term custodial sentence or a life custodial sentence, if they account for more than 50 % of the annual average number of employees on the staff list of that tenderer;
     2. Tenderers whose members are healthcare establishments employing occupational therapy patients, if they account for at least 50 % of the annual average number of employees on the staff list of that tenderer;
     3. Tenderers whose employees participate in the active labour market policy measures specified by the Law of the Republic of Lithuania on Employment or a similar legal act of another state, if at least 50 % of the annual average number of employees on the staff list of that tenderer are persons who are additionally supported in the labour market.
  3. The tenderer may use only such sub-providers for the performance of the Contract and may rely only on the capacities of economic operators having the status specified in point 8.2.
  4. The tenderer must justify that it, the economic operators whose capacities it relies on and/or the sub-providers involved by it have the status specified in point 8.2, by submitting a document issued by a competent authority or a declaration certified by the tenderer.
  5. The tenderer, the economic operators whose capacities it relies on and the sub-providers involved by it must maintain the status specified in point 8.2 throughout the entire period of participation in the Procurement and performance of the Contract.
  6. **If the Contracting Authority reserves the right to participate in the Procurement only to the tenderers referred to in Article 24 of the Public Procurement Law**, only companies that meet all the following requirements may participate:
     1. The objective of the company must be the provision of a public service relating to health, social and cultural services, for which the codes of Common Procurement Vocabulary (hereinafter referred to as CPV) are 75121000-0, 75122000-7, 75123000-4, 79622000-0, 79624000-4, 79625000-1, 80110000-8, 80300000-7, 80420000-4, 80430000-7, 80511000-9, 80520000-5, 80590000-6, from 85000000-9 to 85323000-9, 92500000-6, 92600000-7, 98133000-4, 98133110-8;
     2. The profits of the company may be used only for the company’s operational objectives. Profits may be distributed or redistributed only on the basis of factors relating to participation in the company management;
     3. The structure of management or ownership of the company is based on the principles of employee ownership or participation in the company management, or requires the active participation of employees, users or stakeholders in the company management;
     4. The company has not been awarded a contract by the Contracting Authority pursuant to Article 24 of Public Procurement Law within the last three years.
  7. The tenderer may only rely on the capacities of such economic operators and/or use only sub-providers who meet the requirements set out in point 8.6.
  8. The tenderer must justify that it, the economic operators whose capacities it relies on and/or the sub-providers involved by it meet the requirements set out in point 8.6, by submitting a declaration certified by the tenderer.

# Procedures for submitting the ESPD and means of verification of the information provided in the ESPD

* 1. The tenderer, when submitting a tender bid, must submit the ESPD, i.e. a self-declaration replacing the documents issued by competent authorities and providing preliminary evidence that the tenderer and economic operators whose capacities the tenderer relies on in accordance with Article 49 of the Law on Public Procurement (and, in the cases of application of the provisions of Article 88(5) of the Law on Public Procurement, the sub-providers) meet the requirements of the special conditions of the procurement in accordance with Articles 46, 47 and 48 of the Law of Public Procurement concerning the absence of grounds for exclusion, the qualification requirements, the requirements concerning the compliance with the quality management system and/or environmental management system standards (hereinafter collectively referred to as the Requirements).
  2. A separate ESPD shall be completed by:
     1. Tenderer;
     2. Each member of the group of tenderers (if the tender bid is being submitted by a group of tenderers);
     3. Each economic operator whose capacities the tenderer relies on in accordance with Article 49 of the Law on Public Procurement;
     4. Sub-providers known at the time of submission of the tender bid (where the Contracting Authority lays down requirements as to the grounds for exclusion of the sub-providers).
     5. Natural persons whom the tenderer intends to employ in the event of the award of the Procurement and whose capacities the tenderer relies on in accordance with Article 49 of the Law on Public Procurement (quasi-sub-providers) (where the Contracting Authority lays down requirements as to the grounds for exclusion of the natural persons whose qualifications are relied on by the tenderer and whom, in the event of the award of the procurement, the tenderer intends to employ).
     6. The ESPD shall be completed after uploading it online at <http://ebvpd.eviesiejipirkimai.lt/espd-web/>. When filling in the ESPD, the tenderer must select ‘Open procedure’ in the *‘Type of procedure’* field. When submitting a tender bid via the CPP IS, the tenderer must submit the completed and signed ESPD (unless the entire tender bid is e-signed by the person who has to sign the ESPD) together with the other tender bid documents (in the ‘Attach documents’ section of the tender bid submission).
  3. The documents confirming the information provided for in in the ESPD shall not be submitted with the tender bid.
  4. The Contracting Authority may, at any time during the Procurement procedure, request the tenderers to provide all or part of the documents attesting to the absence of grounds for exclusion, compliance with the qualification requirements and, where applicable, with the quality management system and/or environmental management system standards, if this is necessary to ensure the proper conduct of the procurement procedure.
  5. Having evaluated the information provided in the ESPD, as well as, if applicable, the information provided in the documents confirming the information provided for in the ESPD, the Contracting Authority shall take a decision on the compliance with the requirements of each tenderer who submitted a tender bid, and shall notify each of them in writing about the results of this inspection within the time limit established in the special conditions of the procurement, justifying the decisions taken. Only those tenderers meeting the requirements of the Contracting Authority shall have the right to participate in further Procurement procedures.
  6. Before determining the winning tender bid, the Contracting Authority shall require the tenderer who submitted the most economically advantageous tender bid to provide relevant and up-to-date documents confirming its compliance with the requirements, i.e. that the tenderer (the economic operators whose capacities the tenderer relies on and the sub-providers, where applicable) does not meet the grounds for exclusion established and that the tenderer complies with the qualification requirements, and, where applicable, with the quality management system and environmental management system standards.
  7. The Contracting Authority shall not require the tenderer to submit documents as provided for in Article 50(4) and (6) of the Law on Public Procurement, if it:
     1. Has access to those documents or information by accessing the national database directly and free of charge in any Member State or by tools of the CPP IS;
     2. Already has these documents from previous procurement procedures.
  8. If the tenderer does not provide documents confirming compliance with the requirements within the time limit established by the Contracting Authority, or does not, at the request of the Contracting Authority, adjust the inaccurate or incomplete data provided about its compliance with the requirements, or does not meet the requirements, then its tender bid shall be rejected and the documents proving compliance with the requirements of the tenderer ranked next after the tenderer whose tender bid evaluation result was the most economically advantageous shall be checked.
  9. If the tenderer cannot provide documents proving the absence of the grounds for exclusion set out in the special conditions of the procurement in accordance with Article 46(1), (3) and (6)(2) of the Law on Public Procurement (if applicable), because such documents are not issued in the Member State or the country concerned, or the documents issued in that country do not cover all of the issues raised, they may be replaced by:
     1. declaration on oath;
     2. an official declaration by the tenderer if the country does not use a declaration on oath. The official declaration by the tenderer must be attested by the competent legal or administrative authority of the Member State or tenderer’s country of origin, or the country where it is registered, by a notary or by a competent professional or trade organisation.
  10. The Contracting Authority shall have the right to require that the documents issued in the country of a foreign tenderer confirming the tenderer’s compliance with the requirements be legalised in accordance with the Description of the Procedure for Document Legalisation and Certification by Apostille approved by Resolution No 1079 of the Government of the Republic of Lithuania of 30 October 2006 and the Hague Convention of 5 October 1961 Abolishing the Requirement of Legalisation for Foreign Public Documents, except in cases where under the international agreements of the Republic of Lithuania or the legislation of the European Union, the document is exempt from legalisation and/or certification by Apostille.

# Relying on the capacities of economic operators

* 1. The tenderer may rely on the capacities of other economic operators in accordance with Article 49 of the Law on Public Procurement in order to meet the qualification requirements established in the special conditions of the procurement, regardless of the legal nature of the relationship with said economic operators. These economic operators shall also be deemed to include natural persons who, in the event of the award of the Procurement and the conclusion of the Contract, will be employed by the tenderer or the economic operator it engages (quasi-sub-providers).
  2. A tenderer that would like to rely on the capacities of other economic operators must specify them in the tender bid and provide documents proving that during the entire period of performance of the Contract, the resources of the economic operator on whose capacities it is relying will be available to the tenderer. When verifying that the tenderer has access to the resources of the other economic operators on whose capacities it relies, the Contracting Authority shall accept any means confirming this therefrom. The tenderer that does not indicate that it relies on the capacities (qualifications) of other economic operators but does not itself meet the qualification requirements set out in the special conditions of the procurement does not acquire the right to use (designate) new operators after the deadline for the submission of tender bids in order to meet the qualification requirements.
  3. Different tenderers may rely on the capacities of the same economic operators, but this cannot lead to prohibited agreements.
  4. A group of tenderers may rely on the capacities of group participants or other economic operators, subject to the conditions established in this Chapter of the Procurement Conditions.
  5. In case of the provision of services or procurement of works, when the Contracting Authority imposes qualification requirements on the tenderer or its managerial staff to have the relevant education, professional qualification or professional experience, the tenderer may only rely on the capacities of other economic operators if the economic operators whose capacities were relied on will be the ones to provide the services or perform the works that their capacities are required for.
  6. If the tenderer relies on the capacities of economic operators, subject to the economic and financial capacity requirements set out in the special conditions of the procurement, the tenderer and the economic operators whose capacities are relied on must assume joint and several liability for the execution of the Contract (unless otherwise provided in the special conditions of the procurement).

# Using sub-providers

* 1. In the tender bid, the tenderer must specify for which part of the Contract and which sub-providers, if they are known at the time of submission of the tender bid, it intends to use.
  2. Different tenderers may use the same sub-providers, but this cannot lead to prohibited agreements.
  3. Upon conclusion of the Contract but not later than the commencement of performance of the Contract, the winning tenderer shall undertake to inform the Contracting Authority of the names, contact details and representatives of the sub-providers known at that time. The Contracting Authority shall also require that the tenderer notifies of any changes to the above information throughout the performance of the Contract, as well as of any new sub-providers it intends to engage subsequently.
  4. If, in accordance with the requirements of the special conditions of the procurement, verification is carried out as to whether there are any of the grounds specified in Article 46 of the Law on Public Procurement for the sub-provider’s exclusion, then the documents confirming the absence of grounds for exclusion of the sub-provider are to be provided together with the information on new sub-providers (in the case of simplified procurements, required only where the Contracting Authority has reasonable doubts as to its reliability). If a sub-provider’s situation meets at least one of the grounds for exclusion of a sub-provider established in the special conditions of the procurement, the Contracting Authority shall require the tenderer to replace the sub-provider in question with an eligible sub-provider (that does not have grounds for exclusion) within a time limit set by the Contracting Authority.

# Participation of a group of tenderers

* 1. A tender bid may be submitted by a group of tenderers. A group of tenderers submitting a tender bid in the procurement must also present a copy of the joint venture agreement with their tender bid. The joint venture agreement must state:
     1. Composition of the group of tenderers and the obligations of each member of the group of tenderers in the performance of the Contract planned to be concluded with the Contracting Authority;
     2. Joint and several liability of each member of the group of tenderers for the non-performance of duties and obligations to the Contracting Authority (regardless of their contribution under the joint venture agreement);
     3. Which party to this agreement is authorised to submit the tender bid on behalf of the group of tenderers, and upon winning the procurement – to sign the Contract with the Contracting Authority, submit invoices for settlement (payments will only be made to one of the participants in the joint venture agreement), sign documents related to the performance of the Contract (the authorised participant), and so on;
  2. Unless otherwise specified in the special conditions of the procurement, upon declaring a tender bid submitted by a group of tenderers the winning tender bid and awarding the Contract, the Contracting Authority shall not require the said group of tenderers to acquire a certain legal form.
  3. The tenderer submitting a tender bid independently or as a member of a group of tenderers shall not be prohibited from being another sub-provider of the tenderer or an economic operator whose capacities another tenderer relies on in the same procurement.

# Requirements for the preparation and submission of tender bids

* 1. The tender bid must be prepared and submitted in accordance with the requirements of the Procurement Conditions by completing the tender bid form. Unless otherwise specified in the special conditions of the procurement, the tenderers must submit their tender bids and accompanying documents as well as all of the components thereof in electronic form (directly formed by electronic means or by submitting digital copies of the documents) via the CPP IS.
  2. The tender bid must be submitted by the deadline for the submission of tender bids specified in the notice or, if the deadline for the submission of tender bids specified in the notice has been extended, by the end of the extended deadline. The Contracting Authority is not responsible for tender bids that were not received or were received late due to disruptions in the tenderer’s communications and telecommunications equipment, CPP IS malfunctions or other unforeseen circumstances. In light of this, tenderers are advised to prepare their tender bids in such a way that there is enough time left for them to be submitted in a timely and proper manner. Tender bids received after the deadline for the submission of tender bids will be deemed not to have been received and will not be evaluated. If the CPP IS malfunctions, tenderers must take the steps provided for in the Recommendations on Actions to be taken by Procurement Executors and Tenderers in the Event of Malfunction of the Central Public Procurement Information System approved by Order No 1S-31 of the Director of the Public Procurement Office of 15 March 2018.

13.3. In the tender bid, the tenderer must clearly specify, which information in the tender bid is **confidential** in accordance with Article 20 of the Law on Public Procurement. If this information is not specified in the tender bid, then any information given in the tender bid submitted will be deemed to be non-confidential. The characteristics of the tender bid to be taken into account in the evaluation of the tender bids, as well as the information referred to in Article 20(2) of the Law on Public Procurement cannot be considered as confidential information. If the Contracting Authority has doubts as to whether specific information is reasonably designated as being confidential, it must contact the tenderer and ask that the confidentiality of the information be justified. If, within the time limit given by the Contracting Authority (which cannot be less than three working days), the tenderer does not provide any such evidence or does not provide reasonable arguments and/or evidence that the information is reasonably designated as confidential, the said information will be deemed to be non-confidential. Upon receipt of a request for access to a tender bid containing confidential information from a tenderer participating in the procurement, the Contracting Authority will provide as much information as is necessary to enable the tenderer to decide on the need to protect its legitimate interests (on a case-by-case basis) (for example, by providing a summary of the aspects of the tender bid and their technical characteristics in such a way that the confidential information cannot be identified). If the confidential information contained in a tender bid is, in the opinion of the Contracting Authority, not confidential, the Contracting Authority shall inform the tenderer that has included the confidential information in its tender bid of its intentions before making the tender bid available to the other tenderer.

* 1. When calculating the price, a full scope of the Procurement Object and requirements, price components, etc. specified in the Procurement Documents must be taken into account. The VAT is reported separately. If the tenderer is not a VAT payer, it must indicate this in the tender bid, specifying the legal basis. The tenderer must consider whether it is going to become a VAT payer during the performance of the Contract. If the tenderer becomes a VAT payer during the performance of the Contract, it must quote the price including VAT in the tender bid. Unless otherwise specified in the special conditions of the procurement, tender bid prices including all taxes and VAT shall be evaluated and compared. In case the Contracting Authority has to pay VAT to the state budget for the purchased Procurement Object itself, this tax shall be included in the tender bid price (if the tenderer did not include it in the tender bid, the Contracting Authority shall include it for the purposes of comparison of tender bids). The tender bid price must include all taxes and all other direct and indirect costs and fees/charges incurred and/or likely to be incurred by the tenderer in connection with the procurement object (except when the Procurement documents clearly state that certain specific costs are not to be included in the Contract price).
  2. The tender bid shall be valid for the period specified therein by the tenderer but for no less than that provided in the special conditions of the procurement. If the tender bid validity is not specified therein, the tender bid shall be deemed to be valid for the period specified in the special conditions of the procurement.
  3. The Contracting Authority shall have the right to ask tenderers to extend the validity of their tender bids until a specified deadline.
  4. Before the deadline for the submission of tender bids has expired, the tenderer has the right to modify or withdraw its tender bid via the CPP IS without losing the right to the tender bid security (if such a security is required). In order to submit a tender bid that has been withdrawn and modified, the tenderer must resubmit it. After the deadline for the submission of tender bids, the tenderer may neither withdraw (cancel) nor modify the tender bid already submitted.
  5. Unless otherwise specified in the special conditions of the procurement, the tender bid must be prepared in Lithuanian or English. If the documents submitted with the tender bid cannot be submitted in Lithuanian or English, these documents must be submitted in the original language together with a translation thereof into Lithuanian or English (the translation must be certified by the signature of the person who performed the translation). The Contracting Authority shall state in the special conditions of the procurement whether, in the event of suspicion regarding the quality of translation of the document included in the tender bid and/or its compliance with the original document, it will require a certified translation of this document signed by the person who translated this document and certified by the seal of the translation agency (if any) and/or request notarisation of the signature of the person who translated the document.
  6. The tender bid price shall be given in euro. If tender bid prices are quoted in foreign currency, they shall be converted into euro according to the euro foreign exchange reference rates published by the European Central Bank. In cases where the European Central Bank does not publish the euro foreign exchange reference rates, according to the euro and foreign exchange reference rate set and published by the Bank of Lithuania on the day of the submission of tender bids.

# 14. Encryption of tender bids

* 1. The tender bid submitted by the tenderer may be encrypted.
  2. **If the Contracting Authority intends to evaluate tender bids by the price or price- or cost-quality ratio, and technical characteristics of** **the tender bid it** **has chosen to evaluate are quantifiable** (**the tender bid is required to be submitted** **in 1 envelope**), the tenderer having decided to submit an encrypted tender bid shall:
     1. **Until the expiry of time limit for the submission of tender bids**, submit the encrypted tender bid using the CPP IS tools (the entire tender bid or the document containing the tender bid price and/or costs shall be encrypted). Instruction to the tenderer how to encrypt the tender bid is available [**HERE[[2]](#footnote-3)**](https://vpt.lrv.lt/uploads/vpt/documents/files/LT_versija/CVP_IS/Mokymu_medziaga/Tiekejams/Uzsifravimo_instrukcija.pdf).
     2. **Within 30 minutes from the expiry of the time limit to submit tender bids provide a password using the CPP IS correspondence tools**, using which the Contracting Authority is able to decrypt the submitted tender bid. In the event of technical problems with the CPP IS, where the tenderer does not have the possibility to provide a password using the CPP IS correspondence tools, the tenderer shall be entitled to provide the password by other means of choice: by official e-mail of the Contracting Authority, fax or in writing. In this case, the tenderer should be proactive and make sure that the password provided has reached the addressee in a timely manner (for example, by contacting the Contracting Authority by calling its official phone number and/or by other means).

14.3. Where a tender bid is submitted in a single envelope, after the tenderer has encrypted the entire tender bid and has failed to provide (through its own fault) the password before the initial tender bid opening procedure (meeting), or provided an incorrect password, with which the Contracting Authority is unable to decrypt the tender bid, the tender bid shall be deemed not to have been submitted and shall not be evaluated. If, in case specified above, the tenderer only encrypted the tender bid document containing the tender bid price and/or costs and submitted other tender bid documents unencrypted, the Contracting Authority shall reject the tender bid as not complying with the requirements established in the procurement documents (the tenderer did not submit the tender bid price and/or costs).

14.4. **If the Contracting Authority intends to evaluate tender bids by the price or cost/quality ratio, and technical characteristics of the tender bid it has chosen to evaluate are not quantifiable** (**the tender bid is required to be submitted in 2 envelopes), the tender bid document stating the bid price and/or costs (second envelope) may be encrypted.** The tenderer having decided to submit an encrypted tender bid document shall:

* + 1. **Until the expiry of time limit for the submission of tender bids**, submit the tender bid with an encrypted document, indicating the bid price, using the CPP IS tools (two parts of the tender bid are submitted in separate envelopes (one containing technical data of the tender bid as well as other information and documents, the other containing price) by the specified deadline; however, only the document containing the bid price and/cost **(second envelope)** is encrypted.
    2. **Before the beginning of procedure (meeting) for the opening of parts of tender bids, which contain the price and/or costs (the Contracting Authority informs tenderers about the time of the opening procedure after evaluating the technical part of tender bids), provide a password using the CPP IS correspondence tools**, using which the Contracting Authority is able to decrypt the submitted document containing the bid price. In the event of technical problems with the CPP IS, where the tenderer does not have the possibility to provide a password using the CPP IS correspondence tools, the tenderer shall be entitled to provide the password by other means of choice: by official e-mail of the Contracting Authority, fax or in writing. In this case, the tenderer should be proactive and make sure that the password provided has reached the addressee in a timely manner (for example, by contacting the Contracting Authority by calling its official phone number and/or by other means).
  1. In case the tender bid is submitted in two envelopes and the tenderer fails to provide (through its own fault) the password before the beginning of procedure (meeting) for the opening of parts of tender bids, which contain the bid price and/or costs (the second envelop), or provides an incorrect password, with which the Contracting Authority is unable to decrypt the information in the second envelop, the tender bid shall be rejected as not complying with the requirements established in the procurement documents (the tenderer did not submit the tender bid price and/or costs).

# Opening of tender bids

* 1. If the Contracting Authority intends to evaluate tender bids by the price or cost or price- or cost-quality ratio, and technical characteristics of the tender bid it has chosen to evaluate are quantifiable (**the tender bid is required to be submitted in 1 envelope**), the initial opening of the tender bids received via the CPP IS shall start on the date set out in the special conditions of the procurement.
  2. If the Contracting Authority intends to evaluate tender bids by price- or cost-quality ratio, and technical characteristics of the tender bid it has chosen to evaluate are not quantifiable (**the tender bid is required to be submitted in 2 envelopes**), each part of the tender bid shall be opened separately:
     1. Initial opening of the first part of the tender bid, which contains the technical data of the tender bid and other information and documents required by the Procurement Conditions, except for the price and/or costs of the tender bid, will take place on the date set out in the special conditions of the procurement.
     2. The opening of the second part of the tender bid, which contains the prices and/or costs, will take place only after the Contracting Authority checks whether the technical data of the tender bids submitted and the tenderers comply with the requirements set out in the Procurement Conditions and evaluates the technical data of the tender bids in accordance with the requirements set out in the Procurement Conditions. The Contracting Authority will notify all tenderers of the results of this verification and evaluation via the CPP IS and will inform them of the date and time of the access to the financial proposal. If the Contracting Authority rejects the first part of the tender bid after having verified and evaluated it, the remainder of the tender bid shall not be opened and shall be stored together with the other documents submitted by the tenderer, in accordance with the procedure laid down in Article 97 of the Law on Public Procurement.
  3. Tenderers and/or their authorised representatives shall not participate in the opening of tender bids submitted by electronic means.

# Electronic auction

* 1. If the Contracting Authority intends to use an electronic auction, it shall lay down the terms, conditions and procedures for its use in the special conditions of the procurement.

# Evaluation of tender bids

* 1. The Contracting Authority shall evaluate tender bids and rank them in accordance with the criteria and procedures specified in the Procurement Conditions.
  2. The tender bids will be evaluated by the Commission. Experts (experts on the object to be evaluated) may be used to evaluate the technical data of the tender bids. Tender bids will be evaluated without the participation of the tenderers and/or their authorised representatives.
  3. After initial review of the tender bids, the Contracting Authority shall:
     1. Evaluate whether the tender bids comply with the requirements established in the procurement documents that are not related to the procurement object, including provisions on the submission of alternative tender bids;
     2. In case the Contracting Authority establishes the grounds for exclusion and/or the requirements for the tenderer’s qualification and/or requires the tenderer to comply with the standards of quality management and/or environmental management system, verify, on the basis of the ESPD, whether the tenderer who has submitted the tender bid (economic operators whose capacity the tenderer relies on and sub-providers, where applicable) does not comply with the grounds for exclusion laid down in the special conditions of the procurement and meets the qualification requirements set out in the Procurement Conditions and, where applicable, the standards of quality management system and environmental management system, and, after taking a decision on the compliance of each tenderer to the requirements, inform each tenderer in writing of the results of this examination within the time limit set out in the special conditions of the procurement, justifying the decisions taken. The right to participate in subsequent procurement procedures shall be limited to those tenderers, for which no grounds for exclusion have been established, which meet the qualification requirements of the Contracting Authority and, where applicable, the standards of quality management and/or environmental management system, non-discriminatory rules;
     3. Examine, evaluate and compare the tender bids submitted by the tenderers in accordance with the provisions of the Procurement Conditions; If the Contracting Authority evaluates tender bids based on the price- or cost-quality ratio and the technical characteristics of the tender bid chosen for evaluation are not quantified, it shall initially verify and evaluate only the technical data of tender bids and notify the tenderers of the results of this verification and evaluation (without disclosing other tenderers), and then, taking into account the tender bid price, it shall carry out an overall evaluation of the tender bid;
     4. Conduct an electronic auction (where applicable);
     5. Assess whether the prices and/or costs proposed by the tenderers are not too high and not acceptable to the Contracting Authority. Provisions of Article 45(1)(5) of the Law on Public Procurement shall apply;
     6. Check if an abnormally low price was not offered. If the tender bid price and/or costs seem abnormally low, the Contracting Authority shall contact the tenderer through CPP IS correspondence tool (in the case of a simplified procurement, it may contact all tenderers or only the tenderer who submitted the most economically advantageous tender bid) and request it within a reasonable period of time established by the Contracting Authority to justify the price and/or cost of the procurement object or the components thereof specified in the tender bid;
     7. Contact the tenderer who submitted the most economically advantageous tender bid for the submission of relevant documents confirming the information provided for in the ESPD, if these documents were not requested and were not evaluated at previous stages of the procurement procedure, and/or they shall not be requested pursuant to the Procurement Conditions.
  4. If the tenderer has provided inaccurate, incomplete or erroneous documents or data on compliance with the requirements of the Procurement Conditions, or that these documents or data are missing, the Contracting Authority may (when it is able to request without prejudice to the principles of equality and transparency) request the tenderer to adjust, supplement or clarify these documents or data within a reasonable period of time set by the Contracting Authority. The data and/or documents shall be adjusted, clarified or supplemented in accordance with the rules laid down by the Public Procurement Office[[3]](#footnote-4).
  5. The Contracting Authority may choose not to evaluate a tender bid of the tenderer in its entirety if, after examining a part thereof, it finds that the tender bid must be rejected in accordance with the requirements of the Procurement Conditions (this provision does not apply if the Contracting Authority intends to make use of the condition on negotiated procedure with publication of a contract notice laid down in Article 63(1)(2) of the Law on Public Procurement, which allows to refrain from the repeated publication of a contract notice, also in cases where the price quoted by the tenderer in the tender bid exceeds the funds allocated for the procurement and the most economically advantageous tender bid is selected based on the cost or price- or cost-quality ratio and the Contracting Authority has not indicated in the procurement documents the amount of funds allocated to the procurement (except when all tender bids received are rejected).

# Reasons for rejection of tender bids

* 1. A tender bid submitted by a tenderer shall be rejected and a tenderer is excluded from the procurement procedure if at least one of the following conditions is met:

18.1.1. The tenderer does not extend validity of the tender bid at the request of the Commission;

* + 1. The tenderer has not provided a password for decryption of the tender bid before the beginning of the tender bid opening;
    2. The tenderer must be excluded in accordance with the provisions of Procurement Conditions regarding the grounds for exclusion as well as in cases where the tenderer relies on the capacities of an economic operator or uses a sub-provider and requirements are imposed on them regarding grounds for exclusion, but the economic operator or sub-provider is in a position that meets the grounds for exclusion and the tenderer did not replace this economic operator or sub-provider, on the request of the Contracting Authority, with an economic operator that does not have grounds for exclusion;
    3. The tenderer does not meet the qualification requirements established in the special conditions of the procurement and/or, where applicable, the quality management system and environmental management system standard, and/or an economic operator whose capacities the tenderer relies on does not meet the qualification requirements imposed thereon and was not replaced, on the request of the Contracting Authority, with an economic operator that meets the requirements;
    4. The tenderer did not revise, supplement, clarify or explain its tender bid within the time limit set by the Contracting Authority;
    5. The tenderer has revised, supplemented, clarified the tender bid within the time limit set by the Contracting Authority and this has led to a substantial modification of its tender bid;
    6. The tender bid does not comply with the requirements of the procurement documents and its deficiencies cannot be remedied in accordance with the rules laid down by the Public Procurement Office[[4]](#footnote-5).
    7. The tenderer did not join the electronic auction (did not click on the ‘Submit Tender Bid’ button) and/or agree on an initial price for the electronic auction before the deadline. The tenderer submitted a proper initial tender bid but subsequently refused to participate in the electronic auction (negative response or no response) (in the case of an electronic auction).
    8. The price quoted in the tender bid is too high and unacceptable to the Contracting Authority, except for cases provided for in Article 45(1)(5) of the Law on Public Procurement. If the most economically advantageous tender bid is rejected on this basis, and the Contracting Authority has not indicated in the procurement documents the amount of funds allocated to the procurement, other tender bids may not be declared as successful;
    9. An abnormally low price and/or costs are given in the tender bid, and the tenderer does not provide adequate evidence that abnormally low price and/or costs proposed are reasonable;
    10. A tender bid that contains an abnormally low price and/or costs does not comply with the environmental, social and labour law obligations specified in Article 17(2)(2) of the Law on Public Procurement;
    11. Abnormally low prices and/or costs were proposed in the tender bid because the tenderer has received state aid; however, the tenderer cannot prove within a reasonable time limit set by the Contracting Authority that the state aid was granted lawfully. After rejecting a tender bid on this basis, the Contracting Authority shall inform the European Commission thereof. State aid shall be deemed to be any measure, which meets the criteria established in Article 107(1) of the Treaty on the Functioning of the European Union;
    12. It becomes apparent that the most economically advantageous tender bid does not comply with the environmental, social and labour law obligations specified in Article 17(2)(2) of the Law on Public Procurement;
    13. The requirements set out in the special conditions of the procurement relating to national security are not met (if applicable);
    14. The tenderer does not meet the requirements established in the Regulation;
    15. The Government of the Republic of Lithuania has adopted a decision confirming that the intended transaction fails to conform to the national security interests in accordance with the Law on the Protection of Objects of Importance to Ensuring National Security (where applicable);
    16. The tenderer does not have the required professional capacity if the Contracting Authority identifies a conflict of interest of the tenderer, which may adversely affect the performance of the Contract;
    17. The Contracting Authority may reject tender bids on other grounds specified in the special conditions of the procurement.
  1. The tenderer shall be informed in writing of the rejection of the tender bid and of the reasons for such rejection via the CPP IS.

# Ranking of tender bids and determination of the successful tenderer

* 1. After examination, evaluation and comparison of the tender bids submitted, the Contracting Authority shall rank all the tender bids that were not rejected (except for the cases when only one tenderer has submitted the tender bid, or only one tenderer was left after the evaluation of tender bids), determine the winning tender bid, and make a decision on the conclusion of the Contract.
  2. Tender bids shall be ranked in descending order of economic advantage. If several tender bids submitted have equal economic advantage, the tenderer who submitted the tender bid first via the CPP IS shall be ranked higher.
  3. Before determining a successful tender bid, the Contracting Authority shall require the tenderer who submitted the most economically advantageous tender bid to provide relevant documents confirming the absence of grounds for exclusion specified in the Procurement Conditions, demonstrating compliance with the qualification requirements set out in the Procurement Conditions and confirming its compliance with the quality management system and/environmental management system standards, if applicable, except the cases where they have been requested these documents and have been evaluated in previous phases of the procurement, and this information is still relevant, and also where the Procurement Conditions do not require these documents. The Contracting Authority shall also evaluate whether the most economically advantageous tender bid is not in any of the situations of exclusion for other reasons.
  4. If only one tenderer has submitted a tender bid, or only one tenderer has remained after the evaluation of tender bids, no ranking of tender bids shall be done and that tender bid shall be deemed as the winning one.

# Notification of the results of the procurement procedure

* 1. The Contracting Authority shall notify the tenderers of the results of the procurement procedure via the CPP IS not later than within 3 working days after the award of the Contract to the successful tenderer in accordance with the provisions of Article 58 of the Law on Public Procurement. The Contracting Authority must also inform the tenderers of the reasons for the decision not to conclude the Contract.
  2. Interested tenderers may request the Contracting Authority to submit a successful tender bid from the date on which the Contracting Authority sent a notification to the tenderers of its decision to award a Contract to the successful tenderer until the expiry of the standstill period. In this case, the time limit set out in Article 102(1) of the Law on Public Procurement and the standstill period shall be extended for an additional period starting from the date on which the interested tenderer requested the Contracting Authority to submit the successful tender bid and ending with the date on which the said tender bid is submitted to the interested tenderer. If the successful tender bid is submitted on the same day as the request, the time limit set out in Article 102(1) of the Law on Public Procurement and the standstill period shall be extended by one working day. The Contracting Authority may submit a successful tender bid to the interested tenderers by providing the information referred to in point 20.1.

# Conclusion of the Contract

* 1. A Contract shall be awarded to the tenderer whose tender bid has been declared successful in accordance with the procedure laid down in the Procurement Conditions and, if the procurement is divided into lots, to the tenderers whose tender bids were declared successful (the Contracting Authority may decide to award a single contract for lots in case the same tenderer has been declared successful).
  2. The Contract shall be concluded immediately, but not before the expiry of the standstill period laid down in the special conditions of the procurement, except in cases where it may not be applied in accordance with the provisions of the Law on Public Procurement. The Contracting Authority may not conclude the Contract after receiving a copy of the tenderer’s request or of the lawsuit before the court before the expiry of the standstill period laid down in the special conditions of the procurement or the time limits referred to in Articles 103(2), 105(2)(3) and 105(3)(3) of the Law on Public Procurement, and before it has received the court’s notice of the:
     1. A reasoned court ruling refusing to admit the lawsuit;
     2. A reasoned court ruling refusing the tenderer’s request to apply interim protection measures where this request was made to the court prior to bringing of the lawsuit;
     3. A resolution of the court admitting the lawsuit without application of interim protection measures.
  3. The tenderer whose tender bid was declared successful shall be invited to conclude a Contract by a written notice and shall be given a date by which it must conclude the Contract.
  4. The tenderer shall be considered to have refused to conclude a Contract in any of the following cases:
     1. The tenderer refuses to conclude it in writing;
     2. The tenderer does not sign the Contract by the deadline specified by the Contracting Authority;
     3. The tenderer refuses to conclude the Contract on the terms and conditions established in the Procurement Conditions and the Law on Public Procurement;
     4. A group of tenderers whose tender bid was declared successful does not establish a legal entity in case such a requirement was provided for in the special conditions of the procurement.
  5. If the successful tenderer refuses to conclude the Contract, or if it fails to provide a document confirming the performance of the Contract specified in the Procurement Conditions by the deadline established by the Contracting Authority, or fails to fulfil other conditions laid down in the Contract for its entry into force, the Contract shall be offered to the tenderer whose tender bid was ranked next after the tender bid of the tenderer that refused to conclude the Contract, has not provided the Contract performance guarantee, or has failed to fulfil the conditions of the Contract for its entry into force. Before a Contract is offered, the Contracting Authority shall ask the tenderer to submit relevant documents confirming the information provided for in the ESPD, if these documents were not requested and were not evaluated at previous stages of the procurement procedure, and/or they shall not be requested pursuant to the Procurement Conditions, and shall evaluate whether its tender bid should not be rejected for other reasons.
  6. When concluding a Contract, the price, costs and other conditions provided for in the tender bid of the successful tenderer shall not be changed.
  7. The Contracting Authority shall publish the successful tender bid, the Contract concluded and its amendments on the CPP IS, except for the information, which is subject to the requirements for the protection of confidential information referred to in Article 20(5) of the Law on Public Procurement, or which disclosure would be contrary to the laws governing the protection of information and data or to the public interest, would prejudice the legitimate commercial interests of the particular tenderer or would adversely affect competition between tenderers, within 15 days from the date of conclusion or modification of the Contract but not later than before the first payment under the Contract. The Contracting Authority shall make the information on contracts awarded orally *(in the case of simplified procurements)* available on the CPP ISnot later than 15 calendar days after the end of the quarter during which the contracts were concluded.

# Right to challenge the actions or decisions made by the Contracting Authority

* 1. A tenderer who considers that the Contracting Authority has failed to comply with the requirements of the Law on Public Procurement and thereby has infringed or will infringe on its legitimate interests may, in accordance with the procedure laid down in Chapter VII of the Law on Public Procurement, apply to the regional court as the court of first instance.
  2. In order to challenge decisions or actions of the Contracting Authority before the court prior the conclusion of the Contract, the tenderer must, first of all, submit a claim to the Contracting Authority by electronic means.
  3. Time limits for submitting a claim to the Contracting Authority, an application or bringing an action to the court shall be set out in Article 102 of the Law on Public Procurement.

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1. Instructions: <https://vpt.lrv.lt/lt/nauja-cvp-is-aktuali-nuo-2024-12-01/metodine-medziaga-instrukcijos/tiekejamsnaujaCVPIS/> [↑](#footnote-ref-2)
2. <https://vpt.lrv.lt/uploads/vpt/documents/files/uzssisfravimo%20instrukcija(1).pdf> [↑](#footnote-ref-3)
3. [Rules on the Adjustment, Supplementing or Clarification of Tender Bids](https://e-tar.lt/portal/lt/legalAct/66ae9a80883011ed8df094f359a60216/asr). [↑](#footnote-ref-4)
4. [Rules on the Adjustment, Supplementing or Clarification of Tender Bids](https://e-tar.lt/portal/lt/legalAct/66ae9a80883011ed8df094f359a60216/asr). [↑](#footnote-ref-5)