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| General Terms of the Open Call for Tenders |
| Version dated 2024-11- available on https://vpt.lrv.lt/ |

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# Definitions and Abbreviations

* 1. **CC** – Civil Code of the Republic of Lithuania.
  2. **CVP IS** – Central Public Procurement Information System, at the address https://viesiejipirkimai.lt.
  3. **Tenderer** – a supplier that submitted a tender.
  4. **Single Procurement Document** (**ESPD**) – a relevant declaration replacing the documents issued by the competent authorities and providing preliminary evidence that the supplier and the economic operators on whose capacity it relies pursuant to Article 49 of the LPP (and, in cases of application of the provisions of Article 88 (5) of the LPP, also the subcontractors) comply with the requirements laid down in the procurement documents pursuant to Articles 46, 47, 48 of the LPP and, where applicable, with the requirements laid down in Article 54 of the LPP regarding compliance with the standards of the quality management system and/or the environmental management system, the form of which is available on the website http://ebvpd.eviesiejipirkimai.lt/espd-web/.
  5. **Authorised body** – the body authorised by the Contracting Authority to organise procurement, to carry out procurement procedures prior to the conclusion of the contract or preliminary contract, as well as to submit a report on the procurement procedures performed or a notice of the concluded contract or framework agreement specified in the Special Terms of Procurement.
  6. **Commission** – Public Procurement Commission.
  7. **Contracting Authority** – the contracting authority specified in the Special Terms of Procurement.
  8. **Procurement** – a public procurement carried out by the Contracting Authority.
  9. **Preliminary contract** – a preliminary public procurement contract (if applicable), a contract concluded between one or more Contracting Authorities and one or more suppliers, the purpose whereof is to determine the terms and conditions, including price and, where appropriate, estimated quantities, applicable to public procurement contracts to be awarded within a specified period.
  10. **VAT** – value added tax.
  11. **Regulation** – Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions to destabilise the situation in Ukraine.
  12. **Call for tenders** – the notice of procurement.
  13. **Subcontractor** – a subcontractor, natural or legal person who will actually perform the contract or part of the contract to be awarded and whose qualifications are not relied on by the supplier in accordance with Article 49 of the LPP for the purposes of meeting the qualification requirements. Subcontractors shall not include natural and legal persons who are merely fulfilling contractual obligations towards the supplier but who will not actually perform the contract or part of the contract to be awarded.
  14. **Contract** – a public procurement contract or a preliminary contract as defined in point 1.9, where the same rules apply to a public procurement contract and a preliminary contract under the LPP.
  15. **Supplier** – economic operator – a natural person, a private or public legal entity, another organization and its subdivision, or a group of such persons, including temporary associations of economic operators who offer to perform the work, supply goods or provide services on the market.
  16. **Economic entity whose capacity is relied on** – a natural or legal person on whose capacity the supplier relies on in accordance with Article 49 of the LPP in order to meet the qualification requirements. Natural and legal persons who merely perform contractual obligations for the supplier, but the supplier does not rely on their capacities to meet the Contracting Authority's qualification requirements, shall not constitute the entities on whose capacities are relied upon, in accordance with Article 49 of the LPP.
  17. **LPP** – the Republic of Lithuania Law on Public Procurement.
  18. **Quasi-supplier** – a professional whose qualifications are relied on by the supplier and who, at the time of the submission of the tender, is not yet an employee of the supplier, or of the economic operator on whose behalf the supplier relies, but who is intended to be employed in the event of the tender being declared successful.
  19. Other terms used in the procurement documents are consistent with the terms used in the LPP.

# General Provisions

* 1. The Contracting Authority invites suppliers to participate in an open tender procedure in order to purchase the object of procurement, the technical specification of which is provided in the Annex to the Special Terms of Procurement.
  2. The procurement shall be carried out by means of the CVP IS, in accordance with the provisions of the LPP, the Civil Code, other legislation governing public procurement and the performance of this contract, the procurement documents, and in compliance with the principles of equal treatment, non-discrimination, transparency, mutual recognition, proportionality and the requirements of confidentiality and impartiality. The provisions of the LPP apply directly to matters not covered by the procurement documents.
  3. **The procurement documents include:**
     1. call for tenders;
     2. prior information notice (if any);
     3. **Terms of Procurement, which include:**
        1. General Terms of Procurement;
        2. Special Terms of Procurement, including their Annexes;
     4. Procurement documentation clarifications (explanations), as well as answers to the questions of Suppliers (if any);
     5. All other information provided by the Contracting Authority through the CVP IS.
  4. In the event of any contradictions or inconsistencies between the contract notice and the Terms of Procurement, the information in the contract notice shall be deemed to be correct.
  5. In the event of contradictions or inconsistencies between the Special Terms of Procurement and their Annexes, the information in the Special Terms of Procurement shall be deemed to be correct.
  6. In the event of contradictions or inconsistencies between the Special Terms of Procurement and the General Terms of procurement, the information in the Special Terms of Procurement shall be deemed to be correct.
  7. If the Contracting Authority revises the procurement documents, the latest amendments shall take precedence over the older amendments. Suppliers must refer to the latest published version of the procurement documents and to the latest explanations and clarifications of the procurement documents.
  8. The Contracting Authority will terminate the procurement procedures it has started if it turns out that the principles set out in Article 17(1) of the LPP have been violated and the respective situation cannot be remedied.
  9. The Contracting Authority may also exercise the right to terminate the procurement procedure if circumstances arise which could not have been foreseen, or if it becomes apparent that there are material errors in the procurement documents which render the procurement no longer valid or would result in the acquisition of an object of procurement that does not meet its needs.
  10. The Contracting Authority shall not reimburse the supplier for any costs incurred in obtaining the Terms of Procurement, preparing tenders, etc., including costs incurred as a result of the termination of the procurement procedure by the Contracting Authority in accordance with the provisions of the LPP.
  11. If the Special Terms of Procurement specify that observers may be invited to attend meetings of the Commission, representatives of state and municipal institutions or bodies (*except civil servants of political (personal) confidence and state politicians*) may attend meetings of the Commission as observers upon presentation of a power of attorney of the represented entity (hereinafter observers). Observers will only be allowed to participate in procurement procedures if they have previously signed a confidentiality undertaking and declared their private interests in accordance with the procedure laid down by the Law on the Harmonisation of Public and Private Interests, and persons who are not obliged to declare their private interests will be allowed to participate in procurement procedures if they have signed a declaration of impartiality in the form prescribed by the Public Procurement Service in cooperation with the High Official Ethics Commission. Other conditions for the participation of observers are set out in the Special Terms of Procurement. Where the Contracting Authority receives reasonable information that an observer may be involved in a conflict of interest situation and has not withdrawn from the observation of the procurement, the head of the Contracting Authority or his authorised representative shall suspend the participation of that person in the observation of the procurement and shall carry out a review of the person's activities relating to the procurement. Having established that a person is in a situation of conflict of interest, the Contracting Authority shall exclude him from the monitoring of the procurement in accordance with the Law on the Harmonisation of Public and Private Interests. Unless otherwise specified in the Special Terms of Procurement, the following procedure shall apply: A maximum of 2 observers per institution or body may participate and a maximum of 6 observers may participate in the procurement procedure. An observer wishing to participate in a Commission meeting may send a copy of the mandate stating the special procurement procedures (e.g. opening of envelopes and/or examination of tenders) for which he wishes to participate, together with his contact details, to the contacts indicated throughout the procurement procedure. The availability and exact timing of the Commission meeting will be communicated to the contacts indicated in the power of attorney no later than 2 working days after the date of receipt of the observer's power of attorney. If the Contracting Authority receives more requests to observe the procurement procedure than the maximum number of observers to be invited, the earliest requesters will be invited to observe. Representatives of the Public Procurement Office may, on their own initiative, attend meetings of the Commission in any case, regardless of whether such a possibility is provided for in the Special Terms of Procurement.
  12. The terms applicable in the procurement are provided in the Special Terms of Procurement.
  13. The Contracting Authority shall indicate in the Special Terms of Procurement whether it will apply and, if so, to what extent it will apply provisions related to national security.
  14. The Contracting Authority shall consider that all tenderers are familiar with the contract documents and with the legal acts of the Republic of Lithuania governing the public procurement, the conclusion and performance of contracts, and any other legal acts the provisions whereof may govern any relationship between the Contracting Authority and the suppliers arising out of or in connection with the procurement procedures.

# Object of Procurement

* 1. The object of procurement to be purchased by the Contracting Authority shall be described, requirements for it shall be established and information on the division of the object of procurement into parts shall be provided in the Special Terms of Procurement. If the procurement is divided into lots, the tenders submitted by the suppliers for each of them shall be accepted and evaluated separately.
  2. The Supplier may submit only one tender, and if the Special Terms of Procurement specify that the object of procurement is divided into lots, each of which is intended to conclude a separate contract, the Supplier may submit to the Contracting Authority one tender for one, several or all lots of the object of procurement, as specified by the Contracting Authority in the Special Terms of Procurement.

# Means of Communication and Exchange of Information between the Contracting Authority and Suppliers

* 1. The contact details of the civil servants or employees of the Contracting Authority or the members of the Commission who are authorised to maintain direct contact with the suppliers and receive communications from them (other than through intermediaries) in connection with the procurement procedure are provided in the call for tenders.
  2. The procurement documents, their explanations and supplements are published in the CVP IS at https://viesiejipirkimai.lt The Contracting Authority does not provide suppliers with paper versions of procurement documents. Suppliers must carefully monitor the explanations and additions to the procurement documents posted on the CVP IS and the notifications received via the CVP IS.
  3. Participation in the procurement and submission of tenders is restricted to the providers registered on the CVP IS. Suppliers may register with the CVP IS at https://viesiejipirkimai.lt.
  4. The communication and exchange of information between the Contracting Authority and the suppliers shall take place using the means of the CVP IS, except for:
     1. If in case of mobilisation, war or emergency there are violations of the CVP IS, due to which communication and exchange of information between the Contracting Authority and the supplier using the CVP IS is not possible;
     2. Where, due to the nature of the procurement, the Contracting Authority needs to use special information systems tools and equipment that are not in general use.
  5. When signing or terminating, executing and amending contracts, communication and exchange of information between the Contracting Authority and the Supplier may take place by means other than the CVP IS.
  6. Tenders shall be submitted by means of the CVP IS. Instructions on how to submit a tender are published on the website of the Public Procurement Office[[1]](#footnote-2).
  7. Tenders submitted by means of CVP IS correspondence without complying with clause 4.5 of the General Terms of procurement and/or the procedure for their provision established in the Special Terms of Procurement will be considered as not received and will not be evaluated. Tenders submitted by means other than CVP IS (e.g. paper in envelopes) will be returned to the suppliers, will be considered as not received and will not be evaluated.

# Explanations and Corrections of the Procurement Documents

* 1. Suppliers may request the Contracting Authority to clarify or revise the procurement documents by the means and within the time limits set out in Section 4 of the Terms of procurement 'Means of communication and exchange of information between the Contracting Authority and the suppliers' of the General Terms of procurement and in the Special Terms of Procurement.
  2. Suppliers must be proactive and submit questions or ask for clarification of the procurement documents immediately after analysing them, taking into account that the time limit for submitting questions and requests is limited. Explanations and clarifications of the procurement documents are published by means of CVP IS and sent to the applicant and all suppliers who have joined the procurement, without disclosing the identity of the applicant. If explanations or clarifications are provided at the initiative of the Contracting Authority, they shall be published by means of the CVP IS and the suppliers who have joined the procurement shall be informed about them. Before submitting a tender, the supplier is advised to check whether the Contracting Authority has published any clarifications or revisions to the procurement documents and, if so, to check whether the previously submitted tender complies with the latest published requirements and whether the tender needs to be adjusted.
  3. If the Contracting Authority does not provide explanations or clarifications by the due date specified in the Special Conditions of Procurement (following a timely request for explanations or clarifications by the supplier), the time limit for the submission of tenders shall be extended by at least the same amount of time as the delay in submitting them.
  4. The Contracting Authority may, on its own initiative, clarify/adjust the procurement documents at any time before the due date for the submission of tenders. Taking into account the nature of such clarification, adjustment, the Contracting Authority will decide on the postponement of the due date for the submission of tenders. If the Contracting Authority is unable to submit adjustments to the procurement documents before the expiry of the time limit specified in Article 36 (5) of the LPP, the Contracting Authority will postpone the due date for the submission of tenders. In the event of a revision of the information published in the call for tenders, the Contracting Authority will revise the notice and, if necessary, extend the time limit for the submission of tenders for a period of time which complies with the reasonableness criterion. *In the case of procurement with an international value, no substantial changes may be made to the procurement documents that would have allowed for the participation of suppliers other than those initially selected or would have attracted more participants in the procurement procedure.*
  5. If meetings with suppliers are planned regarding the explanation of procurement documents and/or inspection of the object, information about this and the procedure for such meetings shall be provided in the Special Terms of Procurement.

# Grounds for Exclusion of Suppliers

* 1. Requirements regarding the supplier, economic operators whose capacities the supplier relies on and, if applicable, the absence of grounds for exclusion of subcontractors and documents confirming their absence are specified in the Special Terms of Procurement.
  2. The Contracting Authority removes the supplier from the procurement procedure at any stage of the procurement procedure if it turns out that due to its actions or omissions before or during the procurement procedure it meets at least one of the grounds for removal of the supplier set out in the procurement documents.
  3. The Contracting Authority shall exclude the Supplier from the procurement procedure in accordance with the grounds for exclusion referred to in Article 46 (4) and (6) of the LPP and specified in the Special Terms of Procurement and in the event that it has convincing data that the Supplier is established or participates in the procurement in place of another person in order to avoid the application of the grounds for exclusion referred to in Article 46 (4) and (6) of the LPP.
  4. The Contracting Authority shall also check that the entities on whose capacity the supplier intends to rely do not give rise to the grounds for exclusion set out in the Special Terms of Procurement. Where an economic operator is subject to at least one of the grounds for exclusion set out in the Special Terms of 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 not subject to the grounds for exclusion. The provisions of this clause shall also apply to subcontractors if the Special Terms of Procurement stipulate that the grounds for exclusion apply to them.
  5. Notwithstanding the provisions of clauses 6.2 and 6.3, a supplier shall not be excluded from the procurement in the cases set out in Article 46(3) and (10) of the LPP (taking into account the provisions of Article 46(11) and (12) of the LPP), also if, in assessing the reliability of the supplier in accordance with Article 46 (8) of the LPP, the Contracting Authority has made a decision that the exclusion of the supplier from the procurement procedure would be disproportionate to the assessed behaviour of the supplier or the Contracting Authority has made a decision that, in the presence of the established ground for exclusion under Article 46 (4) (7) (c) of the LPP, competition would be significantly restricted. Information published in accordance with Articles 52 and 91 of the LPP may be taken into account when deciding on the exclusion of a supplier from the procurement procedure on the grounds for exclusion referred to in clause 6.3.

# Qualification Requirements for Suppliers and Standards for Quality and Environmental Management Systems

* 1. The qualification requirements for suppliers and/or the requirements for compliance with the quality management system and/or environmental management system standards and the documents supporting their compliance are specified in the Special Terms of Procurement.
  2. If the supplier's qualifications with regard to the right to pursue the activity in question have not been verified or have not been verified in full, the supplier shall undertake to the Contracting Authority, when submitting its tender, that the contract will be performed only by persons who are qualified to pursue the activity in question.
  3. If the economic operator on whose behalf the Supplier relies does not meet the qualification requirements, the Contracting Authority will require the Supplier to replace it with a qualified economic operator within a time limit set by the Contracting Authority.

# Reserved Right to Participate in the Procurement

* 1. This chapter shall apply where the Contracting Authority reserves the right to participate in the procurement to the suppliers specified in the Special Terms of Procurement.
  2. **If the Contracting Authority reserves the right to participate in the procurement to the suppliers** referred to in Article 23 of the LPP, only:
     1. Suppliers employing more than 50 per cent of the annual average number of employees on the lists of that supplier who are serving custodial, fixed-term and life sentences;
     2. Suppliers whose participants are health care institutions employing at least 50% of the annual average number of patients on that supplier's roster on an occupational therapy basis;
     3. An undertaking the employees of which participate in active labour market policy measures established in the Law on Employment of the Republic of Lithuania or similar legislation of other countries, provided that no less than 50% of the average the number of employees on the annual lists of the company are persons additionally supported on the labour market
  3. The supplier may use only such subcontractors for the performance of the contract and may rely only on the capacities of economic operators having the status specified in clause 8.2.
  4. The supplier must substantiate that it, the economic operators whose capacities are relied on and/or subcontractors used have the status referred to in clause 8.2 by submitting a document issued by a competent authority or a declaration approved by the supplier.
  5. The supplier, the economic operators on whose capacity the supplier relies and the subcontractors involved must maintain the status referred to in clause 8.2 throughout the 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 suppliers** referred to in Article 24 of the LPP, only companies meeting all of the following requirements may participate in the procurement:
     1. Its purpose must be public services related to the provision of health, social, cultural services with the NACE codes of 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. Its profits may only be used for the purposes of the company's activities. Profits may be distributed or redistributed only taking into account the factors of participation in the management of the company;
     3. Its management or stakeholder structure is based on the principles of ownership or participation rights granted to employees in the management of the company or requires the active participation of employees, service recipients or stakeholders in the management of the company;
     4. During the last 3 years, the Contracting Authority has not concluded a contract with this company in accordance with the requirements set out in Article 24 of the LPP.
  7. The supplier may rely solely on the capacities of such economic operators and/or use only subcontractors meeting the requirements set out in clause 8.6.
  8. The supplier shall justify that it, the economic operators on whose behalf it relies and/or the subcontractors it uses meet the requirements set out in clause 8.6 by means of a declaration certified by the supplier.

# Procedures for Submission of the ESPD and Means of Validating the Information Contained in the ESPD

* 1. When submitting a tender, the supplier shall submit an ESPD – a relevant declaration replacing the documents issued by the competent authorities and provisionally confirming that the supplier and the economic operators whose capacities it relies on in accordance with Article 49 of the LPP (and, in cases of application of the provisions of Article 88(5) of the LPP, also the subcontractors), comply with the requirements for the absence of exclusion grounds, the requirements for qualification, the requirements for the compliance with the quality management system and/or the standards of the environmental management system (hereinafter collectively the Requirements), as laid down in the Special Conditions of Procurement in accordance with Articles 46, 47 and 48 of the LPP.
  2. The separate ESPD is completed by:
     1. supplier;
     2. Each member of the group of suppliers (if the tender is provided by a group of suppliers);
     3. Any economic operator where the Supplier relies on its capacities in accordance with Article 49 of the Law on Public Procurement.
     4. Subcontractors known at the time of the submission of the tender (if the Contracting Authority lays down requirements concerning the grounds for excluding subcontractors).
     5. Natural persons whom the supplier intends to employ in the event of a contract award and whose capacities the supplier relies on in accordance with LPP 49 (quasi-subcontractors) (if the Contracting Authority establishes requirements for the grounds for exclusion of natural persons whose qualifications the supplier relies on and who, in the event of a contract award, the supplier intends to employ).
     6. The ESPD is completed by uploading it to the website http://ebvpd.eviesiejipirkimai.lt/espd-web/. When completing the ESPD, the Supplier must select "Open" in the field "Type of procedure". When submitting a tender by means of the CVP IS, the supplier must attach this completed and signed (except if the full tender is signed by a person who is authorised to sign the ESPD by electronic signature) ESPD together with the other documents of the tender (in the 'Attach documents' section of the tender).
  3. Documents supporting the information specified in the ESPD shall not be submitted with the tender.
  4. The Contracting Authority may, within any procurement procedure, request Suppliers to provide all or part of the documents confirming the absence of grounds for their removal, compliance with qualification requirements and, if applicable, standards for the management system and/or environmental management system if applicable, if this is necessary to ensure proper procurement the procedure.
  5. Having assessed the information provided by the ESPD and, if applicable, the information provided in the documents supporting the information specified in the ESPD, the Contracting Authority shall take a decision on the responsiveness of each tenderer who has submitted a tender and shall inform each of them in writing, within the time limits laid down in the Special Terms of Procurement, of the results of this examination, giving the reasons for its decision. Only those tenderers shall be allowed to continue in the procurement procedure, the qualification whereof meets the qualification requirements of the Contracting Authority.
  6. Before determining the successful tender, the Contracting Authority will require the supplier that submitted the most economically advantageous tender to submit relevant documents confirming its compliance with the requirements, i.e. that the supplier (economic operators whose capacities the supplier relies on and subcontractors, if applicable) do not comply with the established grounds for exclusion and meet the qualification requirements and, if applicable, the requirements for the standards of the quality management system and the environmental management system.
  7. The Contracting Authority shall not require the supplier to submit documents as provided for in Article 50 (4) and (6) of the LPP if it:
     1. Have access to these documents or information directly and free of charge to the national database in any Member State or through the use of CVP IS tools;
     2. These documents already are available from previous procurement procedures.
  8. If that Supplier has not provided, within the time limit set by the Contracting Authority, the documents demonstrating conformity with the requirements or, at the request of the Contracting Authority, has not corrected any inaccurate or incomplete information submitted in respect of its conformity with the requirements, or if it is not in conformity with the requirements, the tender of that Supplier shall be rejected, and the documents demonstrating conformity shall be examined for the next Supplier after the Supplier whose tender has been evaluated as the most economically advantageous in the ranking of tenders.
  9. If the supplier is unable to provide the documents necessary to prove the absence of the grounds for exclusion set out in the Special Terms of Procurement in accordance with Article 46(1), (3) and (6)(2) of the LPP (where applicable), either because the Member State or the country concerned does not issue such documents, or because the documents issued by that country do not cover all the issues raised, they may be replaced:
     1. Declaration of oath;
     2. Official Supplier's declaration if the oath declaration is not used in the country. The official declaration of the supplier must be certified by the notary public or a competent professional or trade body of the Member State of origin or of the supplier’s country of origin or the competent authority of the country supplier’s registration.
  10. The Contracting Authority shall have the right to require that the documents referred to in paragraph 3.2 of this Section issued by a foreign state of the Supplier be legalised in accordance with the Description of procedure on document legalization and certification (*Apostille*) approved by resolution No 1079 of October 30, 2006, and the Hague Convention of October 5, 1961 abolishing the legalization for foreign public documents unless the document is exempted from legalization and/or *Apostille* according to the international treaties of the Republic of Lithuania or European Union legislation.

# Reliance on the Capacity of Economic Operators

* 1. The Supplier may rely on the capacities of other economic operators in accordance with Article 49 of the LPP in order to meet the qualification requirements set out in the Special Terms of Procurement, regardless of the legal nature of the relationship with those economic operators. These economic operators include natural persons who will be employed by the supplier or an economic operator engaged by it in the event of the contract award (quasi sub-suppliers).
  2. A supplier wishing to rely on the capacities of other economic operators must indicate them in the tender and provide documentation demonstrating that the resources of the economic operator whose capacities it relies on will be available to the supplier throughout the performance of the contract. When verifying that the Supplier will have access to the resources available to him from other economic operators whose capacities he relies on, the Contracting Authority shall accept from the Supplier any means of evidence to that effect. A supplier that does not indicate that it relies on the capacity (qualification) of other economic operators, but does not itself meet the qualification requirements set out in the Special Terms of Procurement, does not acquire the right to use (designate) new operators after the expiry of the due date for the submission of tenders in order to meet the qualification requirements.
  3. Different suppliers may rely on the capacities of the same economic operators, but this cannot lead to prohibited agreements.
  4. A group of suppliers may rely on the capacities of members of the group or of other economic operators, subject to the conditions set out in this Section of the Terms of Procurement.
  5. In the case of provision of services or acquisition of works, when the Contracting Authority imposes qualification requirements on the supplier or its managerial staff to have appropriate education, professional qualifications or professional experience, the supplier may rely on the capacities of other economic operators only if the economic operators whose capacities are relied on are themselves the economic operators who will provide the services or perform the works for which their capacities are required.
  6. Where the supplier relies on the capacities of economic operators, taking into account the economic and financial capacity requirements laid down in the Special Terms of Procurement, the supplier and the economic operators whose capacities are relied on must be jointly and severally liable for the performance of the contract (unless otherwise provided in the Special Terms of Procurement).

# Use of Subcontractors

* 1. The supplier must indicate in his tender for which part of the contract and which subcontractors, if any, are known at the time of the submission of the tender, he intends to use.
  2. Different suppliers may use the same subcontractors, but this may not result in prohibited agreements.
  3. After the award of the contract, but no later than the start of performance of that contract, the successful supplier shall undertake to inform the Contracting Authority of the names, contact details and representatives of the subcontractors known at the time. The Contracting Authority also requires the supplier to inform about changes in this information during the execution of the procurement contract, as well as about the new subcontractors that it intends to use later.
  4. Where the absence of grounds for exclusion of a subcontractor referred to in Article 46 of the LPP is verified in accordance with the requirements of the Special Terms of Procurement, the information on new subcontractors shall be accompanied by documents confirming the absence of grounds for exclusion of the subcontractor (in the case of simplified procurement, only required where the Contracting Authority has reasonable doubt as to the subcontractor's credibility). In such a case, if the situation of the subcontractor corresponds to at least one of the grounds for exclusion of the subcontractor specified in the Special Terms of Procurement, the Contracting Authority shall require the supplier to replace the said subcontractor with a qualified (without grounds for exclusion) subcontractor within the time limit set by the Contracting Authority.

# Participation of the Group of Suppliers

* 1. The tender may be submitted by a group of suppliers. A group of suppliers submitting a tender must submit a copy of the joint venture agreement with the tender. The joint operating agreement must state:
     1. The composition of the group of suppliers and the obligations of each member of the group of suppliers in the performance of the intended contract with the Contracting Authority;
     2. Joint and several liability of each member of the group of suppliers for failure to fulfil obligations and obligations towards the Contracting Authority (regardless of their contribution under the joint operating agreement);
     3. Which participant in the agreement is authorised to submit a tender on behalf of the group of economic operators and, in case of the Contract award, to sign the Contract with the Contracting Authority, to submit invoices for payment (payments will be made to only one of the participants in the joint operating agreement), to sign documents relating to the performance of the Contract (authorised participant), etc.
  2. Unless otherwise specified in the Special Terms of Procurement, the Contracting Authority shall not require that, after recognising the tender submitted by the group of suppliers as the successful tenderer and after proposing to conclude the contract, this group of suppliers acquire a certain legal form.
  3. A supplier submitting a tender independently or as a member of a group of suppliers shall not be precluded from being a subcontractor of another supplier or an economic operator whose capacities are relied upon by another supplier in the same procurement.

# Requirements for Preparation and Submission of Tenders

* 1. The tender must be prepared and submitted in accordance with the requirements of the Terms of procurement by filling in the tender form. Unless otherwise specified in the Special Terms of Procurement, tenderers must submit their tender and the documents submitted with it, and all the components of their tender, in electronic form (either directly formatted by electronic means or by submitting digital copies of the documents) using the CVP IS tools.
  2. The tender must be submitted before the expiry of the time limit for the submission of tenders specified in the call for tenders or, if the time limit for the submission of tenders specified in the call for tenders has been extended, before the expiry of the extended time limit. The Contracting Authority shall not be liable for tenders not received or received late as a result of the supplier's communication and telecommunications facilities, malfunctions of the CVP IS or other unforeseen circumstances. Bearing in mind, the suppliers are recommended to submit their tenders in such a way as to allow them time to submit them properly. Tenders received after the due date for the submission of tenders will be deemed not to have been received and will not be evaluated. In the event of a malfunction of the CVP IS, suppliers must take the actions set out in the *Recommendations on actions to be taken by Contracting Authorities and suppliers in the event of a malfunction of the Central Public Procurement Information System* approved by order No 1S-31 of the Director of Public Procurement Office of 15 March 2018.

13.3. The Supplier must clearly indicate in the tender which information in the tender is **confidential**, in accordance with Article 20 of the LPP. If such information is not provided in the tender, then any information provided in the submitted tender will be considered non-confidential. The characteristics of the tender to be taken into account in the evaluation of tenders, as well as the information referred to in Article 20(2) of the LPP, may not be considered confidential. If the Contracting Authority has doubts as to whether the specific information is reasonably confidential, the Contracting Authority must contact the supplier to substantiate the confidentiality of the information. If the Supplier fails to provide such evidence or substantiated arguments and/or evidence that the information is reasonably indicated as confidential within the term specified by the Contracting Authority (which may not be less than 3 business days), such information shall be deemed non-confidential. Upon receipt of a request from a supplier participating in the procurement to access a supplier's tender containing confidential information, the Contracting Authority will provide the information necessary for the supplier to decide on the need to protect its legitimate interests on a case-by-case basis (e.g. by providing a summary of the aspects of the tender and their technical characteristics in a way that does not allow the identification of confidential information). If the confidential information specified in the supplier's tender is not, in the opinion of the Contracting Authority, confidential, it will inform the supplier that has specified the confidential information in the tender of its intentions before acquainting another supplier with such a tender.

* 1. The calculation of the price must take into account the full scope and requirements of the subject-matter of the contract as specified in the procurement documents, the components of the price, etc. VAT is specified separately. If the supplier is not a VAT payer he must indicate this in the tender, stating the legal basis. The Supplier shall assess whether it will become a VAT payer during the performance of the contract. If the Supplier becomes a VAT payer during the performance of the contract, he must indicate the price including VAT in the tender. Unless otherwise provided in the Special Terms of Procurement, the tender prices will be evaluated and compared to all taxes, including VAT. If the Contracting Authority itself has to pay VAT to the State budget on the object of procurement, this tax shall be included in the price of the tender (if the supplier did not include it at the time of the submission of the tender, it shall be included for the purposes of comparison of tenders by the Contracting Authority itself). The tender price must include all taxes and all other direct and indirect costs and charges incurred and/or likely to be incurred by the supplier in connection with the object of procurement (except where the procurement documents expressly state that certain special costs are not to be included in the contract price).
  2. The tender shall be valid for the period specified by the supplier in the tender, but not less than the period specified in the Special Terms of Procurement. If the Tender validity period is not specified in the Tender, it shall be deemed that the Tender is valid for as long as specified in the Special Terms of Procurement.
  3. The Contracting Authority shall have the right to request the suppliers to extend the validity of the tenders until the specified final due date.
  4. Before the due date for the submission of tenders has expired, the supplier shall have the right to modify or withdraw its tender by means of the CVP IS without losing its right to a security for the validity of the tender (if such security is required). In order to re-submit a withdrawn and revised tender, the supplier must submit it again. After the due date for the submission of tenders, the supplier may neither withdraw (cancel) nor modify its tender already submitted.
  5. Unless otherwise specified in the Special Terms of Procurement, the tender must be in either Lithuanian or English. If the documents submitted with the tender cannot be submitted in Lithuanian or English, these documents must be submitted in the original language, accompanied by a translation into Lithuanian or English (the translation must be certified by the signature of the person who performed the translation). The Contracting Authority shall specify in the Special Terms of Procurement whether, in the event of doubts as to the quality of the translation of the document submitted in the tender and/or its conformity with the content of the original document, it will require the submission of a translation of the document, certified by the signature of the person who carried out the translation and the stamp of the translation agency (if any), and/or will require that the signature of the person who performed the translation be notarised.
  6. Prices in the tender are indicated in euro. If the tender prices are quoted in foreign currency, they will be converted into euro acc. to the reference exchange rate of the euro and foreign currencies announced by the European Central Bank, and in cases where the European Central Bank does not announce the reference exchange rate of the euro and foreign currencies – acc. to the reference exchange rate of the euro and foreign currencies set by the Bank of Lithuania on the due date of the submission of tenders.

# 14. Encryption of Tenders

* 1. The tender submitted by the Supplier can be encrypted.
  2. **If the Contracting Authority will evaluate the tenders on the basis of price or price/cost/quality ratio and the technical characteristics of the tender selected by it for evaluation are quantifiable (the tender is required to be submitted in 1 envelope**), the supplier who chooses to submit an encrypted tender must:
     1. **Submit an encrypted tender by means of the CVP IS before the due date for the submission of tenders** (the entire tender or the tender document containing the price and/or costs of the tender shall be encrypted. Instructions on how to encrypt the supplier's offer can be found **HERE[[2]](#footnote-3)**.
     2. **Within 30 min. from the end of the final due date for the submission of tenders, to provide a password by means of correspondence in the CVP IS**, with which the Contracting Authority will be able to decrypt the submitted tender. In the event of technical problems with the CVP IS, where the supplier is unable to provide the password by means of the CVP IS correspondence, the supplier shall have the right to provide the password by other means of his choice: To the official email of contractual authority, by fax or in writing. In this case, the Supplier should be active and make sure that the password has timely reached the Contracting Authority (such as by contacting the Contracting Authority by its official phone and (or) in other ways).

14.3. Where a tender is submitted in a single envelope, if the supplier has encrypted the entire tender and has not provided a password (for his own fault) before the start of the initial consultation procedure/meeting, or if he has provided an incorrect password which has prevented the Contracting Authority from decrypting the tender, it shall be deemed to be unsuccessful and shall be excluded from the evaluation. If, in the above case, the supplier has only encrypted the tender document indicating the tender price and/or costs and has not encrypted the other tender documents, the Contracting Authority shall reject the supplier's tender as not complying with the requirements laid down in the procurement documents (the supplier has not provided the tender price and/or costs).

# Familiarisation with the Tenders

* 1. The Contracting Authority will evaluate tenders on the basis of price or cost or price/cost/quality ratio and the technical characteristics of the Tender it chooses to evaluate are quantifiable, therefore, the initial consultation of tenders received by means of the CVP IS shall start on the date set out in the Special Terms of Procurement.
  2. Suppliers and/or their authorised representatives shall not be present when familiarising themselves with the tenders submitted by electronic means.

# Electronic Auction

* 1. Where the Contracting Authority envisages the use of an electronic auction, it shall lay down the conditions and procedures for its use in the Special Terms of Procurement.

# Evaluation of Tenders

* 1. The Contracting Authority shall evaluate and rank the tenders in accordance with the criteria and procedures set out in the Terms of Procurement.
  2. Tenders will be evaluated by the Commission. Experts (experts on the subject under evaluation) may be used to evaluate the technical details of the tenders. Tenders will be evaluated in absence of the suppliers and/or their authorised representatives.
  3. After an initial examination of the tenders, the Contracting Authority:
     1. shall assess whether tenders comply with the requirements set out in the procurement documents, which are not related to the object of procurement, including provisions on the submission of alternative tenders;
     2. If the Contracting Authority establishes the grounds for exclusion of the supplier and/or the requirements for the supplier's qualification and/or requires the supplier to comply with the standards of quality management and/or environmental management systems, on the basis of the ESPD, it shall verify whether the supplier submitting the tender (the economic operators whose capacities the supplier relies on and the subcontractors, if applicable) does not meet the grounds for exclusion set out in the Special Terms of Procurement and whether it complies with the qualification requirements set out in the Terms of procurement; and, where applicable, the standards of the quality management system and the environmental management system, and, after having taken a decision on each supplier's compliance with the requirements, shall inform each supplier in writing of the results of this verification within the time limit laid down in the Special Terms of Procurement, giving the reasons for the decisions taken. Only suppliers for which there are no grounds for exclusion, which meet the qualification requirements of the Contracting Authority and, where applicable, the standards of the quality management and/or environmental management system, shall be entitled to participate in subsequent procurement procedures on a non-discriminatory basis;
     3. Examine, evaluate and compare the tenders submitted by the tenderers in accordance with the provisions of the Terms of procurement. Where the Contracting Authority assesses tenders on the basis of price or cost-quality ratio and the technical characteristics of the tender which it chooses to evaluate are not quantified, it shall first verify and evaluate only the technical characteristics of the tenders, notify the suppliers of the results of this verification and evaluation (without disclosing other suppliers) and then carry out an overall evaluation of the tender in the light of the tender price.
     4. Conducts an electronic auction (if applicable);
     5. Assess whether the prices and/or costs proposed by the suppliers are excessive and unacceptable to the Contracting Authority. The provisions of Article 45(1)(5) of the LPP shall apply;
     6. Checks that no abnormally low prices have been offered. If the price and/or costs of a tender appear abnormally low, the CVP IS shall, by means of correspondence, request the supplier (in the case of a simplified procedure, it may request all or only the supplier submitting the most economically advantageous tender) to justify, within a reasonable time limit set by it, the price and/or costs of the object of procurement or of the constituent parts of the contract covered by the tender;
     7. Request the supplier submitting the most economically advantageous tender to provide relevant documents confirming the information specified in the ESPD, if they have not been requested and evaluated in the previous stages of the procurement procedure and/or these documents are not required in accordance with the Terms of Procurement.
  4. If the supplier has provided inaccurate, incomplete or incorrect documents or data concerning compliance with the requirements of the Terms of Procurement or data, or if these documents or data are missing, the contracting authority shall request (where it is able to do so without prejudice to the principles of equality and transparency) the supplier to clarify, supplement or explain these documents or data within a reasonable period of time fixed by it. The data and/or documents shall be corrected, interpreted or supplemented in accordance with the rules laid down by the Public Procurement Service[[3]](#footnote-4).
  5. The Contracting Authority may refuse to evaluate the supplier's tender in its entirety if, after examining a part of it, it finds that, in accordance with the requirements of the Terms of procurement, the tender must be rejected (this provision does not apply if the Contracting Authority intends to make use of the clause on negotiated tendering laid down in Article 63(1)(2) of the LPP, which allows the repeated publication of the call for tenders, also in cases where the price quoted by the supplier's tender exceeds the funds available for the procurement and the most economically advantageous tender is selected on the basis of cost or price or cost/quality ratio and the Contracting Authority has not indicated the amount of the funds available for the procurement in the procurement documents (except in cases where all tenders received are rejected).

# Grounds for Rejection of Tenders

* 1. Tenders submitted by the supplier shall be rejected and the supplier shall be excluded from the procurement procedure if at least one of the following conditions is present:

18.1.1. The supplier fails to extend the validity of the tender at the request of the Commission;

* + 1. The supplier has not provided the decryption password for the tender before the start of the evaluation of tenders;
    2. THE supplier must be excluded in accordance with the provisions of the Terms of Procurement regarding the grounds for exclusion, also in cases where the supplier relies on the capacities of the economic entity, or invokes a subcontractor and the requirements for the grounds for exclusion are imposed on them in accordance with the Terms of procurement, but the situation of the economic entity or subcontractor corresponds to the established grounds for exclusion and the supplier has not changed this economic entity or subcontractor to an economic entity without grounds for exclusion on the instruction of the Contracting Authority;
    3. The supplier does not meet the qualification requirements set out in the Special Terms of Procurement and/or, where applicable, the standard for the quality management system and the environmental management system and/or the economic operator on whose behalf the supplier relies does not meet the qualification requirements and has not been replaced by a compliant economic operator at the request of the Contracting Authority;
    4. Has not specified, supplemented or explained its tender within the time limit set by the Contracting Authority;
    5. the supplier has specified, supplemented, explained the tender within the time limit set by the Contracting Authority, which has resulted in a substantial amendment of its tender;
    6. The tender does not meet the requirements of the procurement documents and its deficiencies cannot be corrected in accordance with the rules established by the Public Procurement Office[[4]](#footnote-5).
    7. The supplier has not logged in to the electronic auction (clicked on the 'Submit the tender' button) and/or agreed on an initial price for the electronic auction by the due date set. The Supplier has submitted a suitable initial tender, but has subsequently refused to participate in the electronic auction (has submitted a negative reply or has not submitted a reply) (in the case of an electronic auction).
    8. The price indicated in the tender is too high and unacceptable for the Contracting Authority, except in the cases provided for in Article 45 (1) (5) of the LPP. If the most economically advantageous tender is rejected on this basis and the Contracting Authority has not specified the amount of money available for the procurement in the procurement documents, the other tenders cannot be declared successful;
    9. the tender contains an abnormally low price and/or costs and the Supplier does not provide adequate evidence of the reasonableness of the lowest price and/or costs proposed;
    10. A tender that contains an abnormally low price and/or costs does not comply with the environmental, social and labour law obligations referred to in Article 17(2)(2) of the LPP;
    11. The tender contains abnormally low prices or costs due to the fact that the supplier has received state aid, but the supplier cannot prove that the state aid has been granted lawfully within a sufficient period set by the Contracting Authority. If the Contracting Authority rejects the tender on this basis, the Contracting Authority shall notify the European Commission thereof. State aid shall be considered to be any measure meeting the criteria laid down in Article 107(1) of the Treaty on the Functioning of the European Union;
    12. The tender of the supplier submitting the most economically advantageous tender is found not to comply with the environmental, social and labour law obligations referred to in Article 17(2)(2) of the LPP;
    13. The requirements related to national security (where applicable) set out in the Special Terms of Procurement are not met;
    14. The supplier does not meet the requirements set out in the Regulation;
    15. The Government of the Republic of Lithuania has adopted a decision confirming that the intended transaction does not comply with the interests of national security in accordance with the Law on the Protection of Objects of Importance to Ensuring National Security (if applicable);
    16. The supplier does not have the required professional capacity, where the Contracting Authority identifies a conflict of interest on the part of the supplier which may adversely affect the performance of the contract;
    17. The Contracting Authority may reject tenders on other grounds set out in the Special Terms of Procurement.
  1. The Supplier shall be informed immediately in writing about the rejection of his tender and the reason for rejection by the CVP IS means.

# Ranking of Tenders and Determination of the Successful Tenderer

* 1. After examining, evaluating and comparing the tenders submitted, the Contracting Authority shall establish a ranking of the tenders (except where only one supplier submits a tender or where only one supplier remains after the evaluation of the tenders) in which the unsuccessful tenders shall be included, and shall determine the successful tender and take a decision on the contract award.
  2. The ranking of tenders shall be made in the descending level of economic benefit. When there are several tenders with the same economic benefit, the Supplier whose envelope with the tender was submitted first to the Contracting Authority via the CVP IS means, shall be included higher in the ranking sequence of tenders.
  3. Before determining the successful tender, the Contracting Authority shall require the supplier submitting the most economically advantageous tender to provide relevant documents confirming the absence of the grounds for exclusion referred to in the Terms of procurement, demonstrating compliance with the qualification requirements set out in the Terms of procurement and, where applicable, proving its compliance with the standards of the quality management system and/or the environmental management system, unless these documents have been requested and evaluated at an earlier stage of the procurement procedure and are still relevant, and unless these documents are not required under the Terms of procurement. The Contracting Authority shall also assess whether the tender of the supplier submitting the most economically advantageous tender should be rejected on other grounds.
  4. If only one supplier has submitted a tender, or if only one supplier remains after the evaluation of the tenders, the order of the tenders shall not be determined and that tender shall be considered the successful tender.

# Information about the Results of the Procurement Procedure

* 1. The Contracting Authority shall, no later than within 3 working days from the establishment of the successful tender, inform the suppliers by means of the CVP IS about the results of the procurement procedure in accordance with the provisions of Article 58 of the LPP. The Contracting Authority must also inform the suppliers of the reasons for the decision not to conclude the contract.
  2. Interested tenderers may, from the date of notification of the Contracting Authority's decision to determine the successful tender to the tenderers until the expiry of the postponement period, request the Contracting Authority to submit the successful tender. In such a case, the time limit set out in Article 102(1) of the LPP and the postponement period shall be extended for an additional period starting from the date on which the interested tenderer's request to submit the successful tender is submitted to the Contracting Authority and ending with the date on which the tender is submitted to the interested tenderer. If the successful tenderer's tender is submitted on the same day on which it was requested, the time limit laid down in Article 102 (1) of the LPP and the time limit for postponement shall be extended by one working day. The Contracting Authority may make the successful tender available to interested tenderers by providing the information referred to in clause 20.1.

# Award of Contract

* 1. The contract shall be awarded to the supplier whose tender has been declared successful in accordance with the procedure laid down in the Terms of procurement, or, if the procurement is divided into lots, to the suppliers whose tenders have been declared successful (the Contracting Authority may decide to conclude a single contract for the parts of the procurement for which the same supplier has been declared as the successful tenderer).
  2. The contract shall be concluded immediately, but not before the expiry of the postponement period specified in the Special Terms of Procurement, except in cases where it may not be applicable in accordance with the provisions of the LPP. The Contracting Authority may not conclude the contract after receiving a copy of the supplier's request or of the claim before the court before the expiry of the postponement period laid down in the Special Terms of Procurement or the time limits referred to in Articles 103(2), 105(2)(3) and 105(3)(3) of the LPP, and before the Contracting Authority has received the notification from the court of the:
     1. Reasoned court order, which refuses to accept the action;
     2. Reasoned court order on bed dismissal of the Supplier's request to apply interim measures, when this application was received in the court before the action was brought;
     3. Court resolution to accept the action without applying the interim measures.
  3. The successful Supplier shall be invited in writing to conclude the contract and shall be given a time limit by which it must conclude the contract.
  4. The Supplier shall be deemed to have refused to conclude a Contract when there is at least one of the following:
     1. The Supplier refuses in writing to conclude it;
     2. Does not sign the contract by the time specified by the Contracting Authority;
     3. Refuses to enter into the contract under the terms and conditions laid down in the LPP and the Terms of Procurement;
     4. A group of suppliers whose tender has been determined to have won shall not establish a legal entity, if such a requirement is laid down in the Special Terms of Procurement.
  5. If the successful supplier refuses to conclude the contract, or if it fails to provide the performance security specified in the Terms of Procurement or to comply with the other conditions for entry into force of the contract within the time limit set by the Contracting Authority, it shall be offered for award to the supplier whose tender, according to the established ranking of the tenders, is placed first after the one which refused to conclude the contract, or which fails to provide the performance security or to comply with the conditions for entry into force of the contract. Before proposing to award a contract, the Contracting Authority shall request the Supplier to submit relevant documents confirming the information specified in the ESPD, unless they have been requested and evaluated at earlier stages of the procurement procedure and/or in accordance with the Terms of Procurement, and shall assess whether its tender should not be rejected for other grounds.
  6. When concluding a contract, it may not change the price, costs or other terms of the successful supplier's tender.
  7. The Contracting Authority shall publish the successful tender, the awarded contract and amendments thereto, except for information subject to the requirements for the protection of confidential information referred to in Article 20(5) of the LPP or the disclosure of which would be contrary to the legislation governing the protection of information and data or to the public interest, or which would harm the legitimate commercial interests of a particular supplier, or would have a negative effect on competition between suppliers, in the CVP IS not later than 15 days from the day of the award of the contract or its amendment, and at the latest not before the start of the first payment thereunder.

# Right to Contest Actions or Decisions of the Contracting Authority

* 1. A tenderer who considers that the Contracting Authority has not complied with the requirements of the Law on Public Procurement and has thereby infringed or will infringe its legitimate interests may apply to the regional court as a court of first instance in accordance with the procedure set out in Chapter VII of the Law on Public Procurement.
  2. If a supplier wishes to challenge the Contracting Authority's decisions or actions in court before the award of the contract, he must first lodge a complaint with the Contracting Authority electronically.
  3. The time limits for lodging a complaint with the Contracting Authority, making a request or bringing an action before a court are laid down in Article 102 of the LPP.

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1. Instruction: <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 for clarifying, supplementing or explaining the tenders](https://e-tar.lt/portal/lt/legalAct/66ae9a80883011ed8df094f359a60216/asr). [↑](#footnote-ref-4)
4. [Rules for clarifying, supplementing or explaining the tenders](https://e-tar.lt/portal/lt/legalAct/66ae9a80883011ed8df094f359a60216/asr). [↑](#footnote-ref-5)