**The procurement is carried out by the central contracting authority:**

**KAUNAS CITY MUNICIPALITY ADMINISTRATION**

**legal entity code 188764867,**

**Laisvės al. 96, 44251 Kaunas**

APPROVED

Minutes of the Public Procurement Commission meeting of 23 December 2025, No. 32-16-106

**SPECIAL CONDITIONS OF THE OPEN CALL FOR TENDERS IN THE INTERNATIONAL PUBLIC PROCUREMENT “PROCUREMENT OF AN AMUSEMENT FACILITY – FERRIS WHEEL AND ITS TECHNICAL MAINTENANCE SERVICES”**

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# General information

* 1. Contracting Authority – Public Institution Kaunas IN, legal entity code 135491916, address Laisvės al. 36, 44240 Kaunas, Lithuania. The Contracting Authority is a VAT payer.
  2. acting on behalf of the Contracting Authority through the central contracting authority: Kaunas City Municipality Administration legal entity code 188764867, address Laisvės al. 96, 44251 Kaunas. The Contract shall be signed by the Contracting Authority: Public Institution Kaunas IN.

**Points of Contact:**

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**– For issues related to public procurement procedures and the requirements of the Terms of Procurement** – Senior Specialist of the Central Public Procurement and Concessions Division, Kaunas City Municipality Administration. Asta Vilutytė, tel. +370 37 42 32 85, E-mail: asta.vilutyte@kaunas.lt.

* 1. The procurement is not conducted using the centralised procurement catalogue, as such goods and services are not available in the CPO LT catalogue. CPO LT catalogue checking date – 2025-12-22.

1.4. The Contracting Authority does not reserve the right to participate in the procurement.

1.5. Observers are not invited to attend the commission meetings.

1.6. Green procurement is carried out. The procurement is carried out in accordance with the provisions of the Order No. D1-508 of 28 June 2011 of the Minister of Environment of the Republic of Lithuania “On the Approval of the Procedure for the Application of Environmental Protection Criteria in Green Public Procurement”, Clauses 4.4.3, 4.4.4.4, and 4.4.4.5. Environmental protection criteria are specified in Annex 2 of the Special Conditions “Draft Contract with Annexes”.

1.7. Social criteria applied in this procurement are specified in Annex 2 “Draft Contract with Annexes” of the Special Conditions, Annex 1 “Technical Specification”.

1.8. A preliminary announcement of the procurement was not publicised.

The Contracting Authority conducted a market consultation related to this procurement (procurement ID 5914942). Information about the conducted market consultation is published on: https://viesiejipirkimai.lt/epps/pmc/viewPmc.do?resourceId=5914942

1.9. The Contracting Authority does not foresee the publication of a notice on voluntary ex ante transparency in the procurement.

1.10. Alternative tenders are not allowed in procurement.

1.11. The General Terms of procurement constitute an integral part of these Terms of procurement.

# 2. Object of procurement

* 1. The Contracting Authority intends to procure an amusement facility – a Ferris wheel (1 unit) and its manufacturer’s technical maintenance services for a period of 12 months. The requirements for the subject matter of procurement are set out in Annex 2 “Draft Contract with Annexes” of the Special Conditions, Annex 1 “Technical Specification”. CPV codes of the subject matter of the procurement: main – 37535000-7 (Carousels, swings, shooting galleries and other fairground amusements); additional – 71600000-4 (Technical inspection, analysis, and consultancy services).

2.2. This procurement is not divided into lots. Scope of procurement, requirements, and technical specifications are defined in Annex 2 “Draft Contract with Annexes” of the Special Conditions, Annex 1 “Technical Specification”, and Annex 6 “Tender Form”.

Arguments for not dividing the subject matter of procurement into lots:

- In conducting the procurement of the Ferris wheel and its technical maintenance services, the Contracting Authority aims to ensure that the installed facility is suitable, reliable, and safe for operation from the moment of installation. For this reason, the subject matter of procurement includes not only the production and installation of the Ferris wheel but also 12 months of manufacturer’s technical maintenance services. During the initial operational period, technical maintenance is directly linked to the installation and warranty period, as the manufacturer possesses the necessary technical documentation, qualifications, and expertise to ensure proper equipment operation, rapid fault detection, fulfilment of manufacturer’s warranty obligations, and continuous safe usage. Additionally, the Contracting Authority, aiming to properly prepare for the Ferris wheel’s operation and ensure effective ongoing management of the facility, requires in the technical specification that the manufacturer share best operational practices acquired from managing or maintaining similar Ferris wheels in other locations in Europe or worldwide. It is also noted that after the 12-month manufacturer’s technical maintenance period, further technical maintenance services for the Ferris wheel will be procured through a new, independent procurement, ensuring compliance with competition and transparency principles.

- The Ferris wheel is a complex facility, whose safety depends on the manufacturer’s technology, structural solutions, and operational methodologies. Third parties have no access to the manufacturer’s internal technical solutions, structural components, or schematics. Separate lots of procurement could result in technical maintenance being provided by a third party unfamiliar with the technical characteristics and operating principles of the facility, potentially reducing its longevity and safety.

- Dividing the procurement into lots could create a risk that, in the event of faults or malfunctions, the manufacturer and the technical maintenance service provider would shift responsibility onto each other. A single contract with one supplier ensures undivided responsibility for the entire cycle – from installation to proper operation during the initial years of use. This avoids disputes regarding the application of the facility warranty.

For the above reasons, further division of the subject matter of procurement into smaller lots is considered irrational and unreasonable.

2.3. Where, in describing the object of procurement, the technical specification refers to a particular model or source of supply, to a particular process special to the goods or services supplied by a particular supplier, or to a trademark, patent, types, special origin or manufacture, each such reference shall be deemed to be accompanied by the words "or equivalent".

2.4. Where, in describing the object of procurement, a technical specification refers to a standard, a technical certificate or a general technical specification (a Lithuanian standard transposing a European standard, a European Technical Assessment Approval Document, a general technical specification for information and communication technologies, an international standard, other systems of technical norms established by the European Standardisation Organisations, a national standard, a national technical certificate or a national technical specification relating to the design of the works, the calculation and execution of the estimates, and the use of the goods), it shall be understood that each such reference is accompanied by the word "or equivalent".

# 3. Meetings with suppliers and site visits

3.1.The Contracting Authority will not hold meetings with Suppliers on the explanation of the terms of procurement.

* 1. The Contracting Authority will not organise a site visit.

# 4. “Grounds for elimination of supplies and suppliers’ qualification requirements”

4.1. Requirements regarding the absence of grounds for the removal of the supplier and subcontractors (if applicable) or economic operators whose capacities the supplier relies upon, as well as documents confirming their absence, are specified in Annex 3 of the Special Terms of Procurement.

4.2. Qualification requirements for suppliers and documents confirming compliance are specified in Annex 4 of the Special Terms of Procurement.

# 5. Requirements related to national security

5.1. The provisions of the Regulation apply to the procurement. Together with the tender, the supplier shall submit a completed declaration of (in)compliance with the provisions of the Regulation, which is provided in Annex 8 to the Special Terms of Procurement. In case of doubts about the (non-) compliance of the supplier with the provisions of the Regulation, the Contracting Authority will request from the potential winner to submit documents proving the correctness of the data provided in the declaration.

5.2. Where the Contracting Authority has established that a subcontractor or an economic operator whose capacities are relied on by the supplier satisfies the restrictions laid down in Article 5k of the Regulation, it shall require the supplier to replace them with other entities which satisfy the requirements of the Terms of procurement.

# 6. Special requirements for the preparation and submission of tenders

6.1. The Supplier's tender shall consist of a set of documents to be submitted to the CVP IS and listed below:

* + 1. Supplier’s signed tender prepared in accordance with the Tender Form set out in Annex 6 of the Special Terms of Procurement.
    2. **Document evidencing the additional warranty period provided by the manufacturer for the supplier’s proposed goods** (amusement facility – Ferris wheel) (the document to be submitted if the supplier indicated in point 3 of the Tender Form (Annex 6 of the Special Terms of Procurement) that an additional manufacturer’s warranty period is offered).
    3. **Visualisation(s) and drawing(s)** of the supplier’s proposed Goods (amusement facility – Ferris wheel), as specified in point 4 of the Tender Form (Annex 6 of the Special Terms of Procurement).
    4. Completed ESPD (Annex 5 of the Special Terms of Procurement). The ESPD **must be signed** by the **head** of the supplier who completed it, the **head** of the economic operator whose capacities the supplier relies upon, or the head of the joint venture partner, with a **physical or electronic signature**, **indicating the name and surname of the signatory** (scanned document in PDF format or signed electronically if submitted in a non-PDF format). If the ESPD is **signed not by the head of the supplier**, the head of the economic operator whose capacities the supplier relies upon, or the head of the joint venture partner, **a power of attorney must be provided granting the employee signing the document** the authority to represent the supplier or the joint venture partner. The ESPD of the subcontractor(s) is not required.
    5. Copy of the joint venture agreement (if a group of economic operators participates in the procurement under a joint venture agreement).
    6. A document confirming that the person who signed the tender (if he is not the manager of the supplier) had the right to sign it;
    7. the document ensuring the tender offer validity;
    8. If the supplier uses economic operators on whose capacities it relies – evidence that these resources will be available throughout the period of performance of the contractual obligations. **A signed digital copy or electronically signed document of a free-form declaration or other document must be submitted for each engaged economic operator whose capacities the supplier relies upon to meet the qualification requirements (**if indicated in the tender**), confirming their consent to participate in this public procurement and to provide/perform/supply the services, works, or goods entrusted to them (specifying them concretely).** The supplier may rely only on the economic operator's capacities which he will actually be able to make available during the performance of the contract. The supplier is obliged to demonstrate to the Contracting Authority in the tender that the resources of the economic operator, whose capacities are relied upon, will be available to the supplier throughout the duration of the procurement contract.

***Note.*** *Economic operators whose capacities the supplier relies upon* ***must be disclosed when submitting the tender****, as it will not be possible to engage (indicate) new economic operators after the submission due date to meet the qualification requirements. Namely, after submitting the tender, the supplier is not entitled to indicate new economic operators whose capacities it relies upon, as such actions are considered a material amendment to the tender and contradict the provisions of the Public Procurement Office Rules (Rules for Clarifying, Supplementing, or Explaining Tenders) (Article 45(3) of the Law on Public Procurement), and therefore such a supplier's tender will be rejected, as specified in* ***Clauses 18.1.5 and/or 18.1.6 of the General Terms of Procurement****. If an economic operator disclosed in the tender does not meet the qualification requirements or its status meets at least one of the grounds of exclusion established by the Contracting Authority under Article 46 of the Law on Public Procurement, the Contracting Authority shall require replacement within the specified due date with an economic operator meeting the requirements whose capacities the supplier relies upon.*

* + 1. Documents confirming that the economic operator, whose capacities the supplier relies upon, together with the supplier undertakes joint and several liability for the fulfilment of the supplier’s contractual obligations and for compensation of any damage arising from improper performance or non-performance of the supplier’s obligations, in accordance with the economic and financial capacity requirements set out in Annex 4 of the Special Terms of Procurement (if the Contracting Authority sets such qualification requirements and requires assuming joint liability).
    2. Declarations regarding compliance with Council Regulation (EU) No. 833/2014 of 31 July 2014 on restrictive measures in view of actions destabilising the situation in Ukraine, including all amendments (including (EU) 2022/576), completed using the form provided in Annex 8 of the Special Terms of Procurement.

6.2. The tender is not required to be signed with a qualified electronic signature.

6.3. The tender must be prepared in Lithuanian or English. If any of the documents submitted with the tender are not in the required language, an exact translation into the required language must be provided. If the Contracting Authority has suspicions about the quality of the translation of the document submitted in the tender and/or its conformity with the content of the original document, the Contracting Authority shall require the translation certified by the signature of the person who performed the translation and the seal of the translation office (if any).

6.4. The total price (cost) of the tender, including VAT, must be expressed to two decimal places. The components or rates forming this price are also recommended to be expressed with two decimal places.

6.5. The prices quoted in the suppliers' tenders will be evaluated and compared with all taxes, including VAT.

6.6. **The price** indicated in the supplier’s tender **for the Ferris wheel must not exceed EUR 4,587,775.50 including VAT, and the price for the manufacturer’s technical maintenance services for a 12-month period must not exceed EUR 23,232.00 including VAT.** If the prices of the components forming the total tender price (Ferris wheel and/or manufacturer’s technical maintenance services for a 12-month period) exceed these limits, the proposal will be rejected as not meeting the procurement requirements. When evaluating suppliers’ tenders, the Contracting Authority shall take into account the final amount of funds payable by it, including the tax liabilities related to VAT incurred by the Contracting Authority and the successful tenderer.

# 7. Tender validity guarantee

7.1. The supplier must ensure the validity of its tender for no less than **EUR 80,000** using one of the following methods: submission of a tender validity guarantee issued by a bank, credit union, or other entity authorised to provide such services as a guarantor (guarantor), or an insurance company (issuer). The document must be submitted electronically via the CVP IS. The tender validity guarantee **must be signed electronically by the guarantor (issuer) who issued the tender guarantee.**

**If the supplier submits a guarantee letter issued by an insurance company, a copy of the payment order confirming payment for the guarantee must be attached.**

If the document is issued by an insurance company, it must indicate the following Clause: ***in case of a conflict between the text of this Letter and the provisions of regulations of the insurance company, the priority will be given to the written text of this Letter.***

7.2. The tender validity guarantee **must be issued to the Kaunas City Municipality Administration.**

7.3. The tender validity guarantee must remain in effect for at least as long as the tender validity period, i.e., **no less than 4 months from the final due date for submission of tenders.**

7.4. The tender validity guarantee must comply with essential conditions (such as procurement title, validity date, amount, and the conditions set out in Clause 7.5).

7.5. The tender validity guarantee is not returned to the participant if at least one of the following conditions is present:

7.5.1. During the validity period of the tender, the participant refuses its tender part thereof (the object of procurement specified in the tender, its quantity (volume), offered prices, delivery or payment terms, other conditions specified in the tender);

7.5.2. If the participant fails to submit the requested information regarding justification of abnormally low price, correction of arithmetic errors, absence of grounds of exclusion, or qualification documents by the due date set by the Contracting Authority;

7.5.3. Or, if during the tender validity period, after awarding the contract, the participant:

a) Refuses to sign the contract,

b) Refuses to provide the contract performance guarantee.

7.6. The guarantor (issuer) of the tender validity guarantee must unconditionally undertake to pay the Contracting Authority the full amount specified in Clause 7.1 upon the first written request, indicating that the required amount is due to the actions of the participant under one, several, or all of the conditions specified in Clause 7.5 and listing these conditions.

7.7. Before submitting the guarantee document, the participant may ask the Contracting Authority to confirm that it agrees to accept the offered guarantee document. In such case, the Contracting Authority shall respond to the participant within the due date specified in Annex 1 of the Special Conditions. The confirmation of the acceptability of the Tender validity guarantee shall not deprive the right of the Contracting Authority to reject the Tender validity guarantee, provided it receives information that the economic entity issuing the Tender validity guarantee became insolvent, or it has lost credit otherwise in respect to the Contracting Authority.

7.8. The Contracting Authority may ask the participants to extend the tender guarantee document until a specified date.

7.9. The tender validity guarantee shall be returned to the participant (or rights to it waived) within the due date specified in Annex 1 of the Special Terms of Procurement upon the occurrence of at least one of the following conditions:

7.9.1. The validity of the tenders expires and the supplier does not renew it and/or fails to provide a document confirming the validity of the new tender (if required);

7.9.2. A signed contract enters into force;

7.9.3. The procurement procedure is terminated.

# 8. Electronic Auction

7.1. The Contracting Authority will not use electronic auctioning in the procurement.

# 9. Evaluation of tenders

9.1. The Contracting Authority shall select the most economically advantageous tender on the basis of **price/quality ratio**. The data to be provided by the supplier in its tender, the evaluation criteria and the procedure for evaluating the data provided by the supplier are set out in Annex 7 to the Special Terms of procurement

9.2. The contract shall be awarded to 1 (one) most economically advantageous tender in the top of the ranking of tenders.

9.3. The Contracting Authority will reject the supplier’s tender if the documents required by these Terms of Procurement are not submitted together with the tender: Annex 6 “Tender Form”, if the proposal price and/or its individual components cannot be determined from the content evaluation.

# 10. Contract award

* 1. This procurement procedure is carried out to conclude a contract with the supplier whose tender, in accordance with the procedure established in the Terms of Procurement, is recognised as the successful tender. The terms of the Contract are set out in Annex 2 to the Special Terms of Procurement “Draft Contract with Annexes”.

# Other provisions

11.1. In the event that after the score calculation one of the suppliers withdraws (or is excluded) from the procurement, the previously allocated scores are recalculated only if a significant ranking paradox occurs (i.e., if re-evaluating the proposals would change the order so that the supplier previously ranked first would be assigned a different position in the new ranking (see “Guidelines for the Evaluation of the Most Economically Advantageous Tender”, p. 18, section “Ranking Paradox”). https://vpt.lrv.lt/uploads/vpt/documents/files/mp/ENPV\_gaires.pdf). the Contracting Authority may specify additional conditions applicable to the procurement.

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# Annex 1 to the Terms and Conditions of Procurement "Terms"

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| --- | --- | --- | --- |
| **No.** | **ACTION** | **DATE/NUMBER OF DAYS, TIME**  (Lithuanian time). | **REMARKS** |
| 1. | Deadline for submission of tender offers | As indicated in the announcement. | The Contracting Authority shall be entitled to extend the tender submission deadline. |
| 2. | Initial familiarisation with tenders received via the CVP IS | Starts no earlier than 30 minutes after the final due date for the submission of tenders |  |
| 3. | A request for clarification or revision of the Terms of procurement must be submitted by the supplier no later than: | 9 days before the due date for the submission of tenders |  |
|  | The Contracting Authority shall communicate the clarification or revision of the Terms of procurement to all suppliers no later than: | 6 days before the due date for the submission of tenders |  |
|  | The site inspection will be conducted: | NOT APPLICABLE |  |
|  | The Contracting Authority will organise meetings with suppliers to clarify the Terms of Procurement. | NOT APPLICABLE |  |
|  | Suppliers must submit samples if Goods. | NOT APPLICABLE |  |
|  | The tender validity period and, if applicable, the tender validity guarantee shall be no less than: | 4 months from the final due date for the submission of tenders. |  |
|  | The Contracting Authority shall notify the supplier whether it agrees to accept the document confirming the supplier’s proposed tender validity guarantee no later than: | 3 business days from the date of receipt of the request. |  |
|  | The tender validity guarantee shall be returned to the procurement participant (or rights waived) within: | 5 business days from the date of receipt of the request. |  |
|  | The Contracting Authority shall inform the tenderers of the results of the evaluation of the ESPD no later than within | 3 business days from the date of the decision; |  |
|  | The Contracting Authority shall notify the tenderers of the decision taken to identify the successful tender for the award of the contract no later than within | 3 business days from the date of the decision; |  |
|  | The Contracting Authority shall, at the written request of the tenderer, provide it with the information set out in Article 58(2) of the LPP no later than within | 15 days from the date of receipt of a written request from the procurement participant. |  |
|  | The supplier shall have the right to submit a complaint to the Contracting Authority, submit a request, or file a claim with the court | no later than 10 days from the day the Contracting Authority’s written notification of its decision is sent to the suppliers, or from the publication date of the Contracting Authority’s decision if the Law on Public Procurement does not require written notification to suppliers;  15 days from the day the notification is sent to suppliers if this notification was not sent electronically. |  |
|  | The Contracting Authority must examine the supplier's complaint, take a reasoned decision and notify the complaining supplier and the tenderers concerned in writing of the decision, as well as of any change in the time limits of the procurement procedure notified earlier, no later than within | 6 business days from the date of receipt of the complaint. |  |
|  | If the Contracting Authority does not examine the claim submitted to it within the set time limit, the supplier shall have the right to submit an application or bring an action before the court within (except for an action for a declaration of nullity of the contract) | Within 15 days from the date on which the Contracting Authority was required to notify in writing the supplier who submitted the complaint and other interested procurement participants. |  |
|  | The Contracting Authority may not conclude the contract earlier than after | 10 days from the day of notification regarding the decision to conclude the contract (or, if a complaint was received, from the date of written notification of the decision regarding the complaint) sent by the Contracting Authority to procurement participants; if this notification was not sent electronically, no earlier than 15 days. |  |
|  | If the tenderer concerned asks the Contracting Authority to submit a successful tender | The time limit laid down in Article 102 (1) of the LPP and the postponement period shall be extended for an additional period, which shall be calculated from the date of submission of the request of the interested tenderer to submit the winning tender until the submission of the said tender 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. |  |

## Annex 2 to the Terms and Conditions of Procurement “Draft Contract with Annexes”

DRAFT CONTRACT WITH ANNEXES

The draft contract with annexes is provided as a separate PDF document.

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## Annex 3 to the Terms and Conditions of Procurement “Grounds for exclusion of suppliers”

GROUNDS FOR REMOVAL OF SUPPLIERS

In particular, the Contracting Authority shall require the type of certificates and forms of documentary evidence for which information is available on e-Certis, the European Commission's information repository for documents. In the third column of the table, the documents to be submitted by suppliers registered in the Republic of Lithuania are indicated. As regards the documents to be provided by foreign suppliers, the Contracting Authority shall verify the information in e-Certis at the address https://ec.europa.eu/tools/ecertis/

**If a group of economic operators acting under a joint venture agreement participates in the procurement procedure**, each party to the joint venture agreement must meet the requirements regarding the absence of grounds of exclusion and submit the ESPD and the documents specified in Clauses 1.1 and 1.3 of the table, proving the absence of grounds of exclusion.

**If the supplier relies on economic operators for the fulfilment of its obligations**, these engaged economic operators must comply with the absence of grounds of exclusion requirements, and the supplier must submit for each such economic operator the ESPD and documents specified in Clauses 1.1 and 1.3 of the table proving the absence of grounds of exclusion.

Documents confirming the absence of grounds of exclusion will be required only from the supplier whose tender, based on the evaluation results, may be determined as successful.

|  |  |  |
| --- | --- | --- |
| **Title of the supplier’s grounds of exclusion:** | **Article, part, item of the Law on Public Procurement and part of the ESPD form for completion** | **Documents to be submitted by the Supplier to demonstrate the absence of grounds for its removal** |
| **1.1.** The Supplier or its responsible person referred to in Article 46(2)(2) of the Law on Public Procurement has been convicted of this offence:  1) Participation in, organization or directing of a criminal organization;  2) Bribery, trade in effects, bribes;  3) Fraud, misappropriation of property, fraudulent statement about the activities of a legal person, the use of credit, loan or targeted assistance for purposes other than in accordance with intended or established procedures, credit fraud, incorrect reporting of income, profits or assets, failure to submit a return, report or other document, fraudulent accounting or abusive use of accounting, when these criminal acts in danger the financial interests of the European Union as defined in Article 1 of the Convention on the Protection of the European Communities' financial interests;  4) Criminal bankruptcy;  5) Terrorist and terrorist-related offenses;  6) Legalization of the proceeds of crime;  7) Trafficking in human beings, which is or sale of a child;  8) An offense committed by a supplier in another Member State, as defined in the legislation of other countries implementing the European Union legislation listed in Article 57 (1) of Directive 2014/24/EU.  The Supplier or his responsible person shall be deemed to have been convicted of the above-mentioned offenses when:  1) A judgement of conviction has not been passed and effective in the past 5 years in respect of the supplier who is a natural person or the criminal conviction is not expired or not withdrawn;  2) For a supplier that is a legal entity, another organisation, or its structural unit, or the manager, member of another governing or supervisory body, or other person(s) authorised to represent or control the supplier, to make decisions on its behalf, conclude contracts, or authorised to prepare and sign the supplier’s financial accounting documents, a final and enforceable criminal conviction has been issued in the last 5 years, and this person has an active or unexpunged criminal record.  3) The supplier, who is a legal person, another organisation or a structural subdivision thereof, has been the subject of a conviction and a final administrative decision within the last 5 years or, in the case of Article 46(3) of the Law on Public Procurement, if such decision is taken in accordance with the requirements of the supplier's national legislation. | **Article 46(1) of the LPP**  Part III, points A1 to A6 of the ESPD  Part III, point D1 of the ESPD | 1) Entities established in Lithuania are required to submit:   * Extract from the court judgment, or * Certificate issued by the Informatics and Communications Department under the Ministry of the Interior, or * a document issued by the State Enterprise Centre of Registers according to a procedure specified by the Government of the Republic of Lithuania confirming the collective data processed by the competent authorities.   Entities established outside Lithuania are required to submit:   * a document issued by the relevant foreign authority[[1]](#footnote-1).   The documents referred to above must be issued not earlier than 180 days before the date on which the Supplier will be required to provide, at the request of the Contracting Authority, the documents proving the absence of grounds for exclusion. ***Example****: If the Contracting Authority has asked the supplier on 2022-10-10 to provide the supporting documentation by 2022-10-14, it must be issued no earlier than 180 days counting backwards from 2022-10-14.*  If a document has been issued before but the period of validity specified therein is longer than the final due date for the submission of documents confirming the absence of grounds for exclusion under the ESPD, such document shall be acceptable during its period of validity. If documents confirming the absence of grounds of exclusion and the qualification of the potential winner were submitted together with the tender, the document for the supplier, its manager, other member of a governing or supervisory body, or other person(s) authorised to represent or control the supplier, to make decisions on its behalf, to conclude contracts, or prepare and sign financial accounting documents must be issued no earlier than 180 days prior to the document verification date, which cannot be earlier than the potential winner determination date.  1If the Supplier is unable to provide the specified documents proving the absence of grounds for exclusion provided for in Article 46 (1) and (3) and Article 46 (6) (2) of the LPP, because such documents are not issued in the Member State or country concerned, or because the documents issued in that country do not cover all the issues raised in Article 46 (1) and (3) and Article 46 (6) (2), they may be replaced with:   * Declaration of oath; * Official Supplier's declaration if the oath declaration is not used in the country. The official declaration 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.   **2) Declaration on the responsible persons of the Supplier** (to be completed according to Annex 9 of the Special Terms of Procurement)  ***Note.*** *If the supplier indicates responsible individuals in the declaration, documents (certificates of no criminal record) confirming the absence of grounds of exclusion for the responsible individuals indicated in the declaration must be submitted as specified in Clause 1.1 of this table.* |
| **1.2.** The Supplier has not served the criminal measure imposed on him – a ban on participation in public procurement by a legal person. | Article 46(2¹) of the Law on Public Procurement  Part III, point D2 of the ESPD | The submitted ESPD is sufficient. |
| **1.3.** the Supplier has been convicted of non-compliance with obligations relating to the payment of taxes, including social security contributions, in accordance with the requirements of the country in which the Supplier is established or the country in which the Contracting Authority is located, as defined in Article 46(2)(1) and (3) of the Law on Public Procurement, or the Contracting Authority has other evidence of non-compliance with these obligations.  A Supplier shall be deemed to have been convicted of the offence referred to above when, as a result of:  1) A judgement of conviction has not been passed and effective in the past 5 years in respect of the supplier who is a natural person or the criminal conviction is not expired or not withdrawn;  2) The supplier, who is a legal person, another organisation or a structural subdivision thereof, has been the subject of a conviction and a final administrative decision within the last 5 years or, in the case of Article 46(3) of the Law on Public Procurement, if such decision is taken in accordance with the requirements of the supplier's national legislation.  However, this provision does not apply if:  1) The supplier is obliged to pay taxes, including social security contributions, and is therefore deemed to have fulfilled the said obligations of this part;  2) The amount of debt does not exceed EUR 50 (fifty euro);  3) The Supplier has been informed of the exact amount of his debt at such a time that before the final due date for submission of the Applications or Tenders he has not been able to pay taxes, including social insurance contributions, to conclude a tax credit agreement or other similar binding agreement on their payment or to take other measures in order to comply with the provisions of paragraph 1. The Supplier is not excluded from this procurement procedure on this basis if, upon request of the Contracting Authority to provide the relevant documents in accordance with Article 50 (6) of the Law on Public Procurement, the Supplier proves that he has already been deemed to have fulfilled the obligations relating to the payment of taxes, including social security contributions. | **Article 46(3) of the VPĮ**  Part III, points B1 and B2 of the ESPD | 1) With regard to the fulfilment of obligations related to the payment of taxes, the entities established in Lithuania are requested to:   * extract from a court decision (if any) or a document issued by the State Tax Inspectorate under the Ministry of Finance of the Republic of Lithuania, * or a document issued by the State Enterprise Centre of Registers according to a procedure specified by the Government of the Republic of Lithuania confirming the collective data processed by the competent authorities.   Entities established outside Lithuania are required to submit:   * a document issued by the relevant foreign authority[[2]](#footnote-2).   The documents referred to above must be issued not earlier than 120 days *before the date on which the Supplier will be required to provide, at the request of the Contracting Authority, the documents proving the absence of grounds for exclusion.* ***Example****: If the Contracting Authority has asked the supplier on 2022-10-10 to provide the supporting documentation by 2022-10-14, it must be issued no earlier than 120 days counting backwards from 2022-10-14.*  If a document has been issued before but the period of validity specified therein is longer than the final due date for the submission of documents confirming the absence of grounds for exclusion under the ESPD, such document shall be acceptable during its period of validity.  If documents confirming the absence of grounds of exclusion and the qualification of the potential winner were submitted together with the tender, the document must be issued no earlier than 120 days prior to the document verification date, which cannot be earlier than the potential winner determination date.  **2)** **With regard to the fulfilment of obligations related to the payment of social insurance contributions, the entities established in Lithuania are requested to:**  2.1) If the Supplier is a legal entity registered in the Republic of Lithuania, he is not required to submit the documents for this requirement. The Contracting Authority shall independently verify the data in the national database at http://draudejai.sodra.lt/draudeju\_viesi\_duomenys/ no more than 5 business days before the due date for submitting documents supporting the information indicated in the ESPD.  If, due to technical failures of the information system of the State Social Insurance Fund Board (hereinafter referred to as Sodra), the Contracting Authority will not be able to verify the data about the Supplier (legal person) available free of charge, it will be entitled to request the Supplier (legal entity) to provide an extract from a court decision (if any) or a document issued by Sodra in accordance with the procedure laid down by Sodra, confirming the compliance with this requirement. To Supplier can also submit a document issued by the State Enterprise Centre of Registers according to a procedure specified by the Government of the Republic of Lithuania confirming the collective data processed by the competent authorities.  2.2) If the supplier is a natural person registered in the Republic of Lithuania, the supplier shall provide an extract from a court decision (if any) or a document issued by Sodra or a document issued by the State Enterprise Centre of Registers in accordance with the procedure laid down by the Government of the Republic of Lithuania, confirming the combined data processed by the competent institutions.  Entities established outside Lithuania are required to submit:   * a document issued by the relevant competent foreign authority2   The documents referred to above must be issued not earlier than 120 days before the date on which the Supplier will be required to provide, at the request of the Contracting Authority, the documents proving the absence of grounds for exclusion. ***Example****: If the Contracting Authority has asked the supplier on 2022-10-10 to provide the supporting documentation by 2022-10-14, it must be issued no earlier than 120 days counting backwards from 2022-10-14.*  If a document has been issued before but the period of validity specified therein is longer than the final due date for the submission of documents confirming the absence of grounds for exclusion under the ESPD, such document shall be acceptable during its period of validity.  If documents confirming the absence of grounds of exclusion and the qualification of the potential winner were submitted together with the tender, the document must be issued no earlier than 120 days prior to the document verification date, which cannot be earlier than the potential winner determination date.  2 *If the Supplier is unable to provide the specified documents proving the absence of grounds for exclusion provided for in Article 46(1) and (3) and Article 46(6) (2) of the LPP, because such documents are not issued in the Member State or country concerned, or because the documents issued in that country do not cover all the issues raised in Article 46(1) and (3) and Article 46(6)(2), they may be replaced by:*   1. *Declaration of oath;* 2. *Official Supplier's declaration if the oath declaration is not used in the country. The official declaration 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.* |
| **1.4.** The Supplier he has entered into arrangements with other suppliers to distort the competition in the course of the procurement and the Contracting Authority therefore has the compelling data. | **Article 46 (4) (1) of the Law on Public Procurement**  Part III, point C10 of the ESPD | The submitted ESPD is sufficient. |
| **1.5.** The Supplier during the procurement is not in a situation of conflict of interest as defined in Article 21 of the Law on Public Procurement and the situation cannot be rectified.  It is considered that the relevant situation due to a conflict of interest may not be corrected if the persons who entered into a conflict of interest determined the decisions of the Public Procurement Commission or the Contracting Authority and the change of these decisions would be in conflict with the provisions of the Law on Procurement. | **Article 46 (4) (2) of the Law on Public Procurement**  Part III, point C12 of the ESPD | The submitted ESPD is sufficient. |
| **1.6.** There is no violation of competition, as established in Article 27 (3)(4) of the Law on Public Procurement and the relevant situation cannot be rectified. | **Article 46 (4) (3) of the Law on Public Procurement**  Part III, point C13 of the ESPD | The submitted ESPD is sufficient. |
| **1.7.** During the procurement procedures, the Supplier has concealed information or submitted false information regarding his compliance with the requirements specified in this article and Articles 46 and 47 of the Law on Public Procurement and the Contracting Authority may prove it by any legal means or the Supplier cannot provide the supporting documents required by Article 50 of the Law on Public Procurement.  The Supplier shall also be excluded from a procurement procedure on this basis whereby during the previous procedures carried out in the manner specified in the Law on Public Procurement, the Law on Public Procurement in the Field of Defence and Security , the Law of the procurement in the field of water management, energy, transport or postal services contracting authorities, the Law on Concessions, he has concealed information or provided false information indicated in this paragraph, or because of the provided false information the Supplier was unable to submit the conforming documents required under Article 50 of the Law on Public Procurement which has led to the exclusion from procurement procedures.  On this basis, the Supplier is also removed from the procurement procedures where, in accordance with the legislation of other countries, he has, during previous procedures, concealed information or submitted false information or was unable to provide supporting documents for submission of false information, which has, during the last one year, been excluded from the procurement or concession award procedures or other similar sanctions are applied. | **Article 46 (4) (4) of the Law on Public Procurement**  Part III, point C15 of the ESPD | The submitted ESPD is sufficient.  **Decisions on the exclusion of a Supplier from the procurement procedure on the grounds for exclusion referred to in this paragraph may, inter alia, take into account the information published in accordance with Article 52 of the Law on Public Procurement:**  https://vpt.lrv.lt/lt/nuorodos/kiti-duomenys/powerbi/melaginga-informacija-pateikusiu-tiekeju-sarasas-3/ |
| **1.8.** The Supplier has taken unlawful actions in the course of the procurement to influence the Contracting Authority’s decisions, receive confidential information that would give him an unjustified advantage in the procurement procedure or has provided misleading information that may materially influence the Contracting Authority’s decisions regarding the exclusion of suppliers, their qualification assessment, and the determination of the successful Supplier and the Contracting Authority can prove it by any lawful means. | **Article 46 (4) (5) of the Law on Public Procurement**  Part III, point C15 of the ESPD | The submitted ESPD is sufficient. |
| **1.9.** The Supplier has not fulfilled the procurement contract in accordance with the Law on Public Procurement, the Law on Public Procurement in the Field of Defence and Security or the Law of the procurement in the field of water management, energy, transport or postal services contracting authorities, for the concession contract, has carried it out improperly and this constituted the material breach of the contract as specified in Article 6.217 of the Civil Code (hereinafter the material breach of the contract), resulting in termination of the contract within the past 3 years or a final judgement of conviction passed and effective over the last 3 years, satisfying the claim of the Contracting Authority, contracting entity or awarding the losses to the body, incurred as a result of the supply performing the material condition of contract with major or permanent defects, or a decision of the Contracting Authority passed over the last 3 years, that the Supplier was performing the material condition of contract with major or permanent defects, resulting in the application of the contractual sanction.  On this basis, the Supplier is also excluded from the procurement procedures of other countries, during the past 3 years, it has been established that during the previous contract, the previous contract with the Contracting Authority, he has implemented the essential requirement specified in the Contract of sale with serious or consistent permanent deficiencies, resulting in the earlier termination of the Contract before the expiry date specified in that Contract, in claiming compensation or applying other similar sanctions. | **Article 46 (4) (6) of the Law on Public Procurement**  Part III, point C14 of the ESPD | The submitted ESPD is sufficient.  **When taking decisions on the exclusion of a Supplier from the procurement procedure on the grounds for exclusion referred to in this paragraph, the following information published in accordance with Article 91 of the Law on Public Procurement may be taken into account:**  https://vpt.lrv.lt/lt/nuorodos/kiti-duomenys/powerbi/nepatikimi-tiekejai-1/  https://vpt.lrv.lt/lt/pasalinimo-pagrindai-1/nepatikimu-koncesininku-sarasas-1/nepatikimu-koncesininku-sarasas |
| **1.10.** The Supplier has committed a serious professional misconduct which leads the Contracting Authority to doubt the Supplier's integrity, where the Supplier has committed an infringement of financial reporting and auditing legislation less than one year after the date of the infringement. | **Article 46 (4) (7) (a) of the VPĮ**  Part III, point C11 of the ESPD | The submitted ESPD is sufficient.  Decisions to exclude a Supplier from the procurement procedure on the grounds of exclusion referred to in this point shall take account, inter alia, of the information published in the national database at the address: https://www.registrucentras.lt/jar/p/index.php  the information published as well as the information contained in this information notice:  https://vpt.lrv.lt/lt/naujienos-3/finansiniu-ataskaitu-nepateikimas-gali-tapti-kliutimi-dalyvauti-viesuosiuose-pirkimuose/ |
| **1.11.** The Supplier has committed a serious professional misconduct which leads the Contracting Authority to doubt the Supplier's integrity, where the Supplier does not meet the minimum criteria for a reliable taxpayer set out in Article 401(1) of the Law of the Republic of Lithuania on Tax Administration. | **Article 46 (4) (7) (b) of the VPĮ**  Part III, point C11 of the ESPD | The submitted ESPD is sufficient.  Decisions to exclude a supplier from the procurement procedure on the grounds of exclusion referred to in this point shall take account, inter alia, of the address in the national database at the address https://www.vmi.lt/evmi/mokesciu-moketoju-informacija. |
| **1.12.** the supplier has committed a serious professional misconduct which leads the Contracting Authority to doubt the supplier's integrity, where the supplier has committed a breach of the prohibition on the conclusion of prohibited agreements laid down in the Law on Competition of the Republic of Lithuania or in a similar legislation of another country, and the period of time elapsed from the date of the breach is less than 3 years. | **Article 46 (4) (7) (c) of the VPĮ**  Part III, point C11 of the ESPD | The submitted ESPD is sufficient.  **Decisions to exclude a Supplier from the procurement procedure on the grounds of exclusion referred to in this point shall take account, inter alia, of the information published in the national database at the address:**  https://kt.gov.lt/lt/atviri-duomenys/diskvalifikavimas-is-viesuju-pirkimu. |
| **1.13.** The Supplier has breached at least one of the environmental, social and labour law obligations referred to in Article 17(2)(2) of the Law on Public Procurement, which the contracting authority can prove by any appropriate means. On this basis, the Contracting Authority shall exclude the Supplier from the procurement procedure if less than one year has elapsed since the date of the infringement. | **Article 46 (6) (1) of the Law on Public Procurement**  Part III, points C1, C2, C3, of the ESPD | The submitted ESPD is sufficient. |
| **1.14.** the Supplier is insolvent, he has been the subject of a restructuring or bankruptcy proceedings, winding-up proceedings are initiated or commenced, when his property is managed by a court or a bankruptcy administrator, when he has entered into a settlement agreement with creditors (an agreement between the Supplier and the creditors to continue the activities of the Supplier when the Supplier assumes certain obligations; and the creditors agree to postpone, reduce or cancel their claims) when its activities are suspended or restricted or its standing is the same or similar in accordance with the laws of the country of its registration.  However, in the case of a situation as defined in this paragraph, the Contracting Authority shall not exclude the Supplier from the procurement procedure if he submits, with his tender, reasonable evidence that he will be able to perform the contract satisfactorily. | **Article 46 (6) (2) of the Law on Public Procurement**  Part III, points C4, C5, C6, C7, C8, C9 of the ESPD | The submitted ESPD is sufficient.  The Contracting Authority shall independently verify the data in the national database at the address:  https://www.registrucentras.lt/jar/p/.  If necessary, the Contracting Authority can ask to submit a document issued by the State Enterprise Centre of Registers according to a procedure specified by the Government of the Republic of Lithuania confirming the collective data processed by the competent authorities. In this case, the document must be issued **no earlier than 120 days** before the date *on which the Supplier will have to provide, at the request of the Contracting Authority, the documents proving that there are no grounds for exclusion.* *Example: If the Contracting Authority has asked the supplier on 2022-10-10 to provide the supporting documentation by 2022-10-14, it must be issued no earlier than* ***120 days*** *counting backwards from 2022-10-14.*  If a document has been issued before but the period of validity specified therein is longer than the final due date for the submission of documents confirming the absence of grounds for exclusion under the ESPD, such document shall be acceptable during its period of validity. |
| **1.15.** The Supplier has committed a serious professional misconduct (other than the misconduct referred to in Article 46(4)(7) of the Law on Public Procurement) which gives rise to doubts as to the Supplier's integrity and which the Contracting Authority can prove by any appropriate means. On this basis, the Contracting Authority shall exclude the Supplier from the procurement procedure if less than one year has elapsed since the date of the infringement. | **Article 46 (6) (3) of the Law on Public Procurement**  Part III, point C11 of the ESPD | The submitted ESPD is sufficient. |

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## Annex 4 to the Terms and Conditions of Procurement “Qualification requirements for suppliers and required standards for quality and environmental management systems”

SUPPLIER QUALIFICATION REQUIREMENTS AND REQUIREMENTS TO COMPLY WITH QUALITY MANAGEMENT SYSTEM AND/OR ENVIRONMENTAL MANAGEMENT SYSTEM STANDARDS

1. The supplier’s qualification must meet the qualification requirements set out in this annex.
2. The supplier’s qualification regarding the right to engage in the relevant activity is not verified in full. Pursuant to Article 35(2)(3) of the Law on Public Procurement, the contract draft (Annex 2 of the Special Terms of Procurement) establishes the supplier’s obligation that the procurement contract will be performed only by persons entitled to do so. Upon the Buyer’s request, the supplier must provide the relevant documents proving that the procurement contract will be executed only by persons entitled to do so prior to the commencement of the relevant activities. The supplier (when such a qualification requirement is imposed) is not prohibited from relying on a contract performed not individually, but together with other economic operators. However, in such a case, the evaluation shall consider specifically the work performed, goods delivered (and installed, if applicable), or services provided by the particular supplier (economic operator) participating in the public procurement, including their scope and value, rather than the entire contract object.

**Suppliers’ qualification requirements**

| **Item**  **No.** | **Qualification requirements** | **Documents verifying the conformity to the qualification requirement** |
| --- | --- | --- |
| **1.** | **Right to engage in business** | |
| 1.1. | Not applicable |  |
| **2.** | Financial and economic capacity | |
| 2.1. | Not applicable |  |
| **3.** | **Technical and professional capacity** | |
| 3.1 | Over the **last 3 years prior to the due date for the submission of tenders**, or from the supplier’s registration date if the supplier has been operating for less than 3 years, the supplier **must have delivered and installed** (commissioned) **motor-driven amusement devices (e.g., Ferris wheels, carousels, swings, roller coasters,** **and other motor-driven amusement devices not listed here) under one or more contracts, with a total value of no less than EUR 1,000,000 excluding VAT, using its own resources\*.**  *Notes:*  *\*The supplier is not prohibited from relying on a contract performed jointly with other economic operators. In such a case, only the value of the motor-driven amusement devices (e.g., Ferris wheels, carousels, swings, roller coasters, and other motor-driven amusement devices not listed here) delivered and installed (commissioned) by the specific supplier (economic operator whose capacities are relied upon) participating in the public procurement shall be considered, not the total value of the executed contract.*  *Note*. If the supplier provides information based on executed contracts, it is considered that its experience meets the requirement if, under the executed contract (or part thereof), it has delivered and installed (commissioned) the specified goods (motor-driven amusement devices, e.g., Ferris wheels, carousels, swings, roller coasters, and other motor-driven amusement devices not listed here) with its own resources within the last 3 years prior to the date of submission of the tender for a value of no less than EUR 1,000,000 excluding VAT. | Submissions:  **1)** Over the last 3 years prior to the due date for the submission of tenders, or from the supplier’s registration date if the supplier has been operating for less than 3 years, the supplier must have delivered and installed (commissioned) motor-driven amusement devices (e.g., Ferris wheels, carousels, swings, roller coasters, and other motor-driven amusement devices not listed here). A list prepared according to Annex 10 of the Special Terms of Procurement is required.  The list includes: The list must include the name of the goods delivered and installed (commissioned) by the supplier / supplier group partners / economic operators whose capacities are relied upon, a description indicating operational characteristics (i.e., description indicating the operation method, – whether the amusement device is motor-driven), the value of the delivered goods over the specified period (EUR excluding VAT), delivery dates (start and end dates specifying year, month, day), contract start and end dates (specifying year, month, day), and the client’s identification details (name, address, phone number, email address). The list must include at least 1 (one) relevant executed or ongoing contract.\*\*.  **2)** Certificates or references from clients confirming that the contracts were executed or are being executed properly. The certificate (reference) must indicate: the names of the goods delivered and installed (commissioned) by the supplier / supplier group partners / economic operators whose capacities are relied upon, including operational characteristics (i.e., description indicating the operation method, – whether the amusement device is motor-driven), the value of the goods installed over the specified period (EUR excluding VAT), exact start and end dates of the delivered and installed (commissioned) goods (year, month, day), contract dates (start and end, specifying year, month, day), and whether the goods were delivered on time and properly installed (commissioned).  Information provided in customer certificates or references must match the information presented in Annex 10 of the Special Terms of Procurement.\*\*. |
| 3.2. | **Remarks** |  |
| 3.2.1. | **If a group of economic entities take part in the procurement procedure on the basis of a joint venture agreement** | The qualification requirements of Clause 3.1 must also be met and the specified documents submitted by the specialists of the economic operator group member(s), considering the obligations they assume to perform the procurement contract\*\*. |
| 3.2.2. | **The supplier shall have the right to rely on economic operators whose capacities are used to fulfil its obligations.** | Documents of the economic operator whose capacities the supplier relies upon are specified in Clause 3.1 must be submitted if those operators (their employees) themselves will perform the part of the procurement contract for which their capacities are required\*\*.  The possibility of using third parties does not alter the responsibility of the main supplier for the performance of the procurement contract to be concluded. |

\*\*Digital copies of documents or documents in electronic form are provided.

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**Requirements imposed on suppliers regarding quality management systems and/or environmental management system standards.**

1. The Contracting Authority does not require suppliers to comply with the standards of a quality management system and/or an environmental management system.

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## Annex 5 to the Terms and Conditions of Procurement ESPD (in XML format)

SINGLE EUROPEAN PROCUREMENT DOCUMENT

The "European Common Procurement Document (ECPD)" is available in .xml format.

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## Annex 6 to the Terms and Conditions of Procurement “Tender Form”

The Tender Form is submitted as a separate XLSX document.

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## Annex 7 to the Terms and Conditions of Procurement “Criteria, terms and conditions for tender evaluation”

CRITERIA, TERMS AND CONDITIONS FOR TENDER EVALUATION

**Criteria for assessment of the most economically advantageous tender:Price-quality ratio.** The procurement contract will be concluded with the participant who submits the most economically advantageous tender to the Contracting Authority, selected according to the established criteria.

**Rules for determining the most economically advantageous tender:**

|  |  |
| --- | --- |
| **Evaluation criteria** | **Comparative weight of economic benefit in evaluation** |
| 1. Tender price, indicated in Clause 1 (C) of the Tender Form. | X=82 |
| 2. An additional manufacturer’s warranty period for the item (Ferris wheel) is indicated in Clause 3 of the Tender Form. (V) | V=6 |
| 3. The period for delivery and handover of the product (Ferris wheel) to the Buyer, including the training to the Buyer’s designated personnel, as specified in Clause 5 of the Tender Form (Z): | Z=12 |

1. The economic advantage (S) is calculated by summing the scores for the Supplier’s tender price (C), the additional manufacturer’s warranty period applicable to the Goods (V), and the period for delivery and handover of the Goods to the Buyer, including the training to the Buyer’s designated personnel (Z):

S=C + V + Z

2. The supplier’s offer price score (C) is calculated by multiplying the ratio of the lowest offered price (Cmin) to the price of the evaluated offer (Cp) by the comparative price weight (X):

Cmin

C = ------------ x X

Cp

3. The score for the additional manufacturer’s warranty period (V) applicable to the item is determined according to the table:

|  |  |  |
| --- | --- | --- |
| **Item**  **No.** | The additional manufacturer’s warranty period granted for the item in years | **Awarded**  **points (V)** |
| 1. | 0 | 0 |
| 2. | 1 | 2 |
| 3. | 2 | 4 |
| 4. | 3 | 6 |

*1) The additional manufacturer’s warranty period for the Goods is the period granted by the item’s manufacturer indicated in Clause 3 of the Tender Form (Annex 6 of the Special Conditions of Contract), exceeding the mandatory 2-year manufacturer’s warranty specified in the technical specifications and the draft contract.*

*2) Points (V) for the proposed additional warranty period will be awarded only for 1 to 3 additional years, i.e.,* ***if the supplier does not offer an additional warranty period, 0 points will be awarded for this criterion****, but if more than 3 years are offered, it will be considered that the supplier has offered 3 years. If the supplier specifies an additional warranty period expressed as a non-integer number (e.g., 0.5; 1.5; 2.2; 3.2 or similar), the Contracting Authority will allocate points (V) according to the integer value (e.g., an additional warranty period of 0.5 years will score 0 points (V); an additional warranty period of 1.5 years will score 2 points (V); an additional warranty period of 2.2 years will score 4 points (V); an additional warranty period of 3.2 years will score 6 points (V), etc.).*

*3) If the supplier submits manufacturer documents indicating the total warranty period granted, the Contracting Authority will calculate the additional warranty period by subtracting the 2-year mandatory warranty from the total period indicated, and the difference will be considered the additional warranty period (e.g., if the total warranty period is 5 years, 2 years will be subtracted, and 3 years will be considered the additional warranty period).*

*4) The supplier may not offer an additional manufacturer’s warranty for only certain parts of the item; the additional manufacturer’s warranty must be proposed for the entire item.*

*5) The supplier is not entitled to change (reduce) the additional warranty period during the contract conclusion or its execution if it has been evaluated with economic advantage points.*

*6) The manufacturer’s additional warranty period is a quality criterion (one of the economic efficiency evaluation criteria); therefore, clarification of documents submitted by the supplier (submission of new data) is allowed only in cases and procedures specified in the Rules for Clarification, Supplementation or Explanation of Tenders, approved by Order No. 1S-240 of the Director of the Public Procurement Office dated 30 December 2022.*

4. The score (**Z**) for the period for delivery and handover of the Goods to the Buyer, including the training to the Buyer’s designated personnel, shall be determined in accordance with the table below:

|  |  |  |
| --- | --- | --- |
| **No.** | **Period for delivery and handover of the Goods to the Buyer, including the training to the Buyer’s designated personnel, months** | **Awarded points (Z)** |
| 1. | 12 | 0 |
| 2. | 11 | 2 |
| 3. | 10 | 4 |
| 4. | 9 | 6 |
| 5. | 8 | 8 |
| 6. | 7 | 10 |
| 7. | 6 | 12 |

*1) The period for delivery and handover of the Goods to the Buyer, including training to the Buyer’s designated personnel, shall mean the period specified by the Supplier in Clause 5 of the Tender Form (Annex 6 to the Special Terms of the Contract), which may not exceed the 12-month period established in the Technical Specification, calculated from the date of entry into force of the Contract.*

*2) Points (Z) for a proposed shorter period for delivery and handover of the Goods to the Buyer, including the training to the Buyer’s designated personnel, shall be awarded only for periods ranging from 11 to 6 months. If the Supplier* ***does not propose*** *a period shorter than the 12-month period established in the Technical Specification from the date of entry into force of the Contract, 0 points shall be awarded for this criterion. If a period shorter than 6 months is proposed, it shall be assessed as a 6-month period.*

*If the Supplier* ***does not indicate any period*** *in Clause 5 of the Tender Form (Annex 6 to the Special Terms of the Contract), it shall be deemed that the period for delivery and handover of the Goods to the Buyer, including the training to the Buyer’s designated personnel, is 12 months from the date of entry into force of the Contract, and the Supplier shall be awarded 0 points for this criterion.*

*If the Supplier* ***indicates the period for delivery and handover of the Goods to the Buyer, including the training to the Buyer’s designated personnel, expressed as a non-integer number*** *(e.g. 11.8; 10.5; 9.2; 8.4, etc.),* ***the period shall be rounded up to the nearest higher integer, and points (Z) shall be awarded according to that integer period*** *(e.g. 11.5 months – rounded up to 12 months – 0 points (Z);**10.5 months – rounded up to 11 months – 2 points (Z); 9.2 months – rounded up to 10 months – 4 points (Z); 8.4 months – rounded up to 9 months – 6 points (Z), etc., following the same principle).**Accordingly, in such cases, the Supplier who proposed a non-integer period and received points based on the nearest higher integer period shall be obliged to fulfil its commitments within the period for which the quality points were awarded (and not within the non-integer period indicated in the tender).*

*3) Upon conclusion of the Contract or during its performance, the Supplier shall not be entitled to change (extend) the period for delivery and handover of the Goods to the Buyer, including the training to the Buyer’s designated personnel, if this period was evaluated by awarding economic advantage points.*

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## Annex 8 to the Terms and Conditions of Procurement “Supplier's / Subcontractor's Declaration of Compliance with Regulations”

*(the supplier and subcontractors must declare separately.)*

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(name of Supplier / Subcontractor)

TO: Kaunas City Municipality Administration

**DECLARATION OF SUPPLIER / SUBCONTRACTOR**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Date)

I hereby confirm that there is no Russian participation in the supplier/subcontractor I represent exceeding the limits established by Council Regulation (EU) No. 833/2014 of 31 July 2014 on restrictive measures in view of Russia’s actions destabilising the situation in Ukraine, as amended, i.e.:

(a) My represented supplier/subcontractor (and no member of the group of suppliers) is not a Russian citizen or a natural or legal person, entity or institution established in Russia;

(b) The supplier represented by me (and none of the members of the group of suppliers) is a legal person, entity or body whose ownership is directly or indirectly more than 50 % owned by the entity referred to in point (a) of this paragraph;

(c) Neither I nor the company I represent is a natural or legal person, entity or body acting on behalf of, or at the direction of, any entity referred to in (a) or (b);

Entities listed in (a)–(c) do not participate as subcontractors, suppliers, or entities whose capacities are relied upon by the supplier I represent in cases where they are responsible for more than 10% of the contract value.

I confirm that for suppliers/subcontractors I have engaged or will engage in the future, and for the economic operators whose capacities I rely upon, the manufacturers of goods (and their components) are not subject to international sanctions implemented in the Republic of Lithuania, as defined in the Republic of Lithuania Law on International Sanctions.

In the event of a change in the declared circumstances, I undertake to immediately inform the Procurement Provider thereof.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | | | | | |
|  |  |  |  |  |  |
| (Signature) |  |  |  | (Full name, position title) |  |

## Annex 9 to the Terms and Conditions of Procurement “Declaration on the Supplier’s Responsible Persons”

DECLARATION ON RESPONSIBLE PERSONS OF THE SUPPLIER\*

*\*Depending on the management or supervisory body established in the legal entity (supplier company), the supplier must provide current data on its responsible persons pursuant to Article 46(1) of the Law on Public Procurement, or indicate if no such bodies or participants exist.*

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(position title, full name of the head of the Supplier or his authorised person)*

I hereby declare that the responsible persons under my management/representation, *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*(Supplier name)*

pursuant to Article 46(1) of the Law on Public Procurement, are:

**I. Management Board (constituted/not constituted) .................................(enter)**

**If constituted, indicate all members of the Board (full name):**

1.

2.

3.

..................

**II. Supervisory Board (constituted/not constituted) .................................(enter)**

**If constituted, the members of the Supervisory Board (full name):**

1.

2.

3.

..................

**III. Quantitative representation established in the company (yes/no) ............................ (enter)**

**If quantitative representation is established, indicate the persons acting on behalf of the legal person (full name):**

1.

2.

..........................

**REMARK: If responsible persons are indicated in this declaration, the documents specified in Clause 1) of Table 1.1 of Annex 3 of the Special Terms of Procurement, confirming the absence of grounds for exclusion of the responsible persons indicated in the declaration, must be provided pursuant to Article 46(1) of the Law on Public Procurement.**

## 

## Annex 10 to the Terms and Conditions of Procurement “List of Goods Supplied by the Supplier”

LIST OF GOODS PROVIDED BY THE SUPPLIER

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Item**  **No.** | **Under the executed/ongoing contract\***  **Description of goods delivered and installed (commissioned) using own resources**\*\* (*motor-driven amusement devices, e.g., Ferris wheels, carousels, swings, roller coasters, and other motor-driven amusement devices not listed here*), name, **indicating operational characteristics, i.e., whether the amusement device is motor-driven.** | **Contract date\*\*\***  **(Start and end of execution, specifying year, month, day).** | **Goods delivered and installed (commissioned) over the last 3 years prior to the due date for the submission of tenders, or from the supplier’s registration date if the supplier has operated for less than 3 years, using own resources\*\* as indicated in Clause 3.1 of Table of Annex 4 of the Special Terms of Procurement,**  **value in EUR (excluding VAT).** | | **Customer identification details (contact persons).** | **Customer certificates (references) confirming proper execution/ongoing execution of contracts (attached/not attached)** |
| Value of goods delivered and installed (commissioned) using own resources\*\* under the indicated contract in EUR. **(excl. VAT)** | **Evaluation period (start not earlier than**  **20.. – .. – ..; end 20.. – .. – ..)**\*\*\*\* |
| ***1*** | ***2*** | ***3*** | ***4*** | ***5*** | ***6*** | ***7*** |
| 1. |  |  |  |  |  |  |
| 2. |  |  |  |  |  |  |
| ... |  |  |  |  |  |  |
| ... |  |  |  |  |  |  |

***Notes:***

*\*The qualification requirement indicated in Clause 3.1 of Table of Annex 4 of the Special Terms of Procurement). over the last 3 years prior to the due date for the submission of tenders, or from the supplier’s registration date if the supplier has operated for less than 3 years, the supplier, using its own resources\*, has delivered and installed (commissioned) motor-driven amusement devices (e.g., Ferris wheels, carousels, swings, roller coasters, and other motor-driven amusement devices not listed here) with a total value of no less than EUR 1,000,000 excluding VAT.*

*If the supplier provides information based on ongoing contracts, it is considered that its experience meets the requirement if, under the ongoing contract (or part thereof), it has delivered and installed (commissioned) goods (motor-driven amusement devices as indicated above) using its own resources over the last 3 years prior to the proposal submission date for a value of no less than EUR 1,000,000 excluding VAT.*

*\*\*The supplier is not prohibited from relying on a contract executed jointly with other economic operators. However, in such a case, only the value of goods delivered and installed (commissioned) by the specific supplier (economic operator whose capacities are relied upon) participating in this public procurement shall be evaluated, not the entire contract object.*

*\*\*\*The supplier shall indicate the exact period during which the goods indicated in Clause 3.1 of Table of Annex 4 of the Special Terms of Procurement were delivered and installed (commissioned), for the value specified in Column 4. The start of this period cannot be earlier than 3 years prior to the due date for the submission of tenders. The scope (value) of goods delivered and installed (commissioned) prior to this period, as indicated in Clause 3.1 of Table of Annex 4 of the Special Terms of Procurement, will not be evaluated. The corresponding information must also be included in the customer's certificate (reference).* ***Information provided in the attached customer certificates (references) must match the information in this annex.***

*\*\*\*\* The list must include contracts executed\* over the last 3 years prior to the due date for the submission of tenders.*

1. [↑](#footnote-ref-1)
2. [↑](#footnote-ref-2)