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**General conditions for open public procurement tenders**

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# Definitions and abbreviations

* 1. **CC** - the Civil Code of the Republic of Lithuania.
  2. **CPP IS** - Central Public Procurement Information System, [https://viesiejipirkimai.lt](https://cvpp.eviesiejipirkimai.lt/).
  3. **Participant** - a supplier that has submitted a tender.
  4. **ESPD** – European Single Procurement Document, a relevant declaration replacing documents issued by competent authorities and provisionally confirming that the supplier and economic operators on whose capacity it relies in accordance with Article 49 of the Law on Public Procurement (in cases where the provisions of Article 88(5) of the Law on Public Procurement apply, and sub-suppliers) meet the requirements set out in Articles 46, 47, 48 of the Law on Public Procurement and, where applicable, the requirements of Article 54 regarding compliance with quality management system and/or environmental management system standards, the form of which is available on the website <http://ebvpd.eviesiejipirkimai.lt/espd-web/>.
  5. **Authorized organization** – for organizing purchases, performing procurement procedures prior to the conclusion of an agreement or preliminary agreement, as well as for the submission of a report on the procurement procedures carried out or the announcement of the concluded agreement or preliminary agreement, as specified in the special procurement conditions.
  6. **Commission** – public procurement commission.
  7. **Contracting authority** – the contracting authority specified in the special procurement conditions.
  8. **Procurement** – public procurement carried out by a contracting authority.
  9. **Preliminary agreement** – a preliminary public sale and purchase agreement (if applicable), an agreement between one or more contracting authorities and one or more suppliers, the purpose of which is to establish the terms, including price and, where appropriate, the quantity envisaged, applicable to public supply contracts to be awarded during a given 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 destabilizing the situation in Ukraine.
  12. **Notice** – a notice about a procurement.
  13. **Sub-supplier** – a sub-supplier, sub-provider, subcontractor, natural or legal person who will actually perform the agreement or part thereof and whose qualifications the supplier does not rely on in accordance with Article 49 of the Law on Public Procurement in order to meet the qualification requirements. Sub-suppliers do not include natural and legal persons who are merely fulfilling contractual obligations towards the supplier but who will not actually perform the agreement or part of the agreement to be awarded;
  14. **Agreement** – a public sale and purchase agreement or preliminary agreement, as defined in clause 1.9, where the Law on Public Procurement sets out the same rules for public procurement agreements and preliminary agreements.
  15. **Supplier** - an economic operator - a natural person, a private or public legal person, another organisation and their subdivisions, or a group of such persons, including temporary associations of economic operators, who proposes on the market to carry out works, supply goods or provide services.
  16. **The economic operator whose capacity is relied upon** – a natural or legal person whose capacity is relied upon by the supplier in accordance with Article 49 of the Law on Public Procurement in order to meet the qualification requirements. The economic operators whose capacities are relied upon are not considered to be natural and legal persons who only perform contractual obligations to the supplier, but the supplier does not rely on their capacities, in accordance with Article 49 of the Law on Public Procurement, in order to meet the qualification requirements set by the contracting authority.
  17. **Law** **on PP** - Law on Public Procurement of the Republic of Lithuania.
  18. **Quasi-sub-supplier** - a professional whose qualifications are relied on by the supplier and who, at the time of the submission of the application or tender, is not yet an employee of the supplier or of the economic operator on whose capacities the supplier relies, but who is intended to be recruited in the event of the tender being successful;
  19. Other terms used in the procurement documents correspond to the terms used in the Law on PP.

# General provisions

* 1. The Contracting authority invites suppliers to participate in an open tender procedure for the purchase of the procurement object, the technical specifications of which are set out in the annex to the special procurement conditions.
  2. The procurement is carried out using CPP IS tools, in accordance with the Law on PP, the Civil Code, other legal acts regulating public procurement and the performance of this procurement agreement , the procurement documents, in accordance with the principles of equality, non-discrimination, transparency, mutual recognition, proportionality, and the requirements of confidentiality and impartiality. Issues not covered by the procurement documents are directly subject to the provisions of the Law on PP.
  3. **The procurement documents consist of:**
     1. notice;
     2. advance information notice (if published);
     3. **Procurement conditions, consisting of:**
        1. general procurement conditions;
        2. special procurement conditions, including their annexes;
     4. clarifications (revisions) of procurement documents, as well as answers to suppliers' questions (if any);
     5. all other information provided by the Contracting authority through the CPP IS.
  4. If there are any contradictions or discrepancies between the announcement and the procurement conditions, the information specified in the announcement shall be deemed correct.
  5. If there are any contradictions or discrepancies between the special procurement conditions and their annexes, the information specified in the special procurement conditions shall be deemed correct.
  6. In the event of any contradictions or discrepancies between the special procurement conditions and the general procurement conditions, the information specified in the special procurement conditions shall be deemed correct.
  7. If the Contracting authority revises the procurement documents, the newer revisions shall take precedence over the older ones. Suppliers must follow the latest published version of the procurement documents and the latest explanations and clarifications of the procurement documents.
  8. The Contracting authority shall terminate the procurement procedures that have been initiated if it becomes apparent that the principles set out in Article 17(1) of the Law on PP have been violated and the situation cannot be remedied.
  9. The Contracting authority may also exercise its right to terminate the procurement procedure if circumstances arise that could not have been foreseen, or if it becomes apparent that the procurement documents contain material errors that render the procurement pointless or would result in the purchase of a product that does not meet its needs.
  10. The Contracting authority shall not reimburse the supplier for any costs related to obtaining the procurement conditions, preparing tenders, etc., including costs incurred due to the Contracting authority terminating the procurement procedures in accordance with the provisions of the Law on PP.
  11. If the special procurement conditions specify that observers may be invited to attend Commission meetings, representatives of state and municipal institutions or agencies (except for civil servants and politicians appointed on the basis of political (personal) trust) who have submitted a power of attorney from the entity they represent (hereinafter - the observers). Observers will only be able to participate in procurement procedures after signing a confidentiality agreement, declaring their private interests in accordance with the procedure established by the Law on the Coordination of Public and Private Interests, and persons who are not required to declare their private interests – having signed a declaration of impartiality in the form established by the Public Procurement Service together with the Chief Official Ethics Commission. Other conditions for the participation of observers are specified in the special procurement conditions. If the Contracting authority receives reasonable information that an observer may be in a conflict of interest and has not recused himself from observing the procurement, the head of the Contracting authority or his authorized representative shall suspend the participation of the person concerned in the observation of the procurement and shall carry out an investigation of that person's activities in relation to the procurement. If the Contracting authority determines that a person is in a conflict of interest, it shall remove that person from the procurement monitoring process in accordance with the Law on the Coordination of Public and Private Interests. Unless otherwise specified in the special procurement conditions, the following procedure shall apply: no more than two observers from one institution or agency may participate, and no more than six observers may participate in the procurement procedure. An observer wishing to attend a Commission meeting may, throughout the entire procurement procedure, send a letter of authorization to the specified contact address, indicating the specific procurement procedures (e.g., opening of envelopes and/or examination of tenders) the observer wishes to participate in, along with their contact information. The possibility of participating in the Commission meeting and the exact time thereof shall be communicated via the specified contact details no later than within 2 working days from the date of receipt of the observer's authorization. If the Contracting authority receives more requests to observe the procurement procedure than the maximum number of observers allowed, the persons who submitted their requests first will be invited to observe. Representatives of the Public Procurement Service may participate in Commission meetings on their own initiative in any case, regardless of whether such a possibility is provided for in the special procurement conditions.
  12. The deadlines applicable to the procurement are specified in the special procurement conditions.
  13. The Contracting authority shall specify in the special procurement conditions whether it will apply provisions relating to national security and, if so, to what extent.
  14. The Contracting authority shall consider that all participants are familiar with the procurement conditions and with the laws of the Republic of Lithuania governing public procurement, the conclusion and performance of agreements, and other legislation whose provisions may regulate any relations between the Contracting authority and suppliers arising from or related to procurement procedures.

# Procurement object

* 1. The object of the procurement that the Contracting authority intends to purchase shall be described, requirements for it shall be established, and information on the division of the object of the procurement into parts shall be provided in the special procurement conditions. If the procurement is divided into parts, the tenders submitted by suppliers for each part shall be accepted and evaluated separately.
  2. The supplier may submit only one tender, and if the special procurement conditions specify that the procurement object is divided into parts, for each of which a separate agreement is to be concluded, the supplier may submit to the Contracting authority one tender for one, several, or all parts of the procurement object, as specified by the Contracting authority in the special procurement conditions.

# Means of communication and exchange of information between the contracting authority and suppliers

* 1. Information about the Contracting authority's civil servants or employees or members of the Commission who are authorized to maintain direct contact with suppliers and receive notifications from them (not intermediaries) related to procurement procedures is provided in the announcement.
  2. Procurement documents and their explanations and additions are published on the CPP IS website at <https://viesiejipirkimai.lt>. The Contracting authority does not provide suppliers with paper versions of the procurement documents. Suppliers must carefully monitor the explanations and additions to the procurement documents posted on the CPP IS, as well as the notifications received via the CPP IS.
  3. Only suppliers registered in the CPP IS may participate in the procurement and submit tenders. Suppliers can register at CPP IS at <https://viesiejipirkimai.lt>..
  4. Communication and exchange of information between Contracting authorities and suppliers shall take place using CPP IS tools, except:
     1. in the event of mobilization, war, or emergency, where there are CPP IS violations that prevent communication and exchange of information between the Contracting authority and the supplier using CPP IS;
     2. if, due to the nature of the procurement, the Contracting authority needs to use special information system tools and equipment that are not in general use.
  5. When signing or terminating, executing, and amending agreements, communication and information exchange between the Contracting authority and the supplier may take place outside the CPP IS tools.
  6. Proposals are submitted via the CPP IS. Instructions on how to submit a proposal are published on the Public Procurement Service website.[[1]](#footnote-2).
  7. Proposals submitted via the CPP IS correspondence tools in violation of clause 4.6 of the general procurement conditions and/or the submission procedure specified in the special procurement conditions will be considered not received and will not be evaluated. Proposals submitted by means other than the CPP IS (e.g., on paper in envelopes) will be returned to the suppliers, will be considered not received, and will not be evaluated.

# Clarifications and corrections to procurement documents

* 1. Suppliers may request that the Contracting authority clarify or specify the procurement documents in accordance with the measures and deadlines set out in Section 4 of the general procurement conditions, "Means of communication and exchange of information between the Contracting authority and suppliers," and in the special procurement conditions.
  2. Suppliers must be proactive and submit questions or requests for clarification of the procurement documents immediately after analyzing them, taking into account that the deadline for submitting questions and requests is limited. Explanations and clarifications of the procurement documents are published via the CPP IS and sent to the supplier who submitted the request and to all suppliers participating in the procurement, without disclosing the identity of the supplier who submitted the request. If clarifications or corrections are provided at the initiative of the Contracting authority, they shall be published via the CPP IS and suppliers participating in the procurement shall be informed thereof. Before submitting a tender, suppliers are advised to check whether the Contracting authority has published any clarifications or corrections 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 clarified.
  3. If the Contracting authority does not provide explanations or clarifications by the deadline specified in the special procurement conditions (after the supplier has submitted a request for clarification or correction in a timely manner), the deadline for submitting tenders shall be extended by a period not shorter than the delay in submitting them.
  4. The Contracting authority may, on its own initiative, clarify (specify) the procurement documents at any time before the deadline for submission of tenders. Depending on the nature of such clarification or specification, the Contracting authority shall decide on the postponement of the deadline for submission of tenders. If the Contracting authority is unable to provide corrections to the procurement documents before the deadline specified in Article 36(5) of the Law on PP, the Contracting authority shall extend the deadline for the submission of tenders. If the information published in the notice is to be clarified, the Contracting authority shall clarify the notice and, if necessary, extend the deadline for the submission of tenders for a reasonable period of time. In the case of international procurement, no substantial changes may be made to the procurement documents that would have allowed suppliers other than those initially selected to participate or would have attracted more participants to the procurement procedure.
  5. If meetings with suppliers are planned to clarify the procurement documents and/or inspect the object, information about this and the procedure for such meetings shall be provided in the special procurement conditions.

# Grounds for excluding suppliers

* 1. Requirements regarding the absence of grounds for exclusion of the supplier, economic operators on whose capacity the supplier relies and, where applicable, sub-suppliers, and documents confirming their absence shall be specified in the special procurement conditions.
  2. The Contracting authority shall exclude the supplier from the procurement procedure at any stage of the procurement procedure if it becomes apparent that, due to its actions or inaction prior to or during the procurement procedure, the supplier meets at least one of the grounds for exclusion of suppliers set out in the special procurement conditions.
  3. The Contracting authority shall exclude a supplier from the procurement procedure on the grounds specified in Article 46(4) and (6) of the Law on PP and set out in the special procurement conditions, and in cases where it has convincing evidence that the supplier has been established or is participating in the procurement on behalf of another person in order to avoid the application of the grounds for exclusion specified in Article 46(4) and (6) of the Law on PP.
  4. The Contracting authority shall also verify that the economic operators on whose capacity the supplier intends to rely are not subject to any of the grounds for exclusion specified in the special procurement conditions. If there is at least one ground for exclusion specified in the special procurement conditions for an economic operator, the Contracting authority shall require that it be replaced within the time limit set by the contracting authority with another economic operator for which there are no grounds for exclusion. The provisions of this clause shall also apply to sub-suppliers if the special procurement conditions stipulate that the grounds for exclusion also apply to them.
  5. Notwithstanding the provisions of clauses 6.2 and 6.3, the supplier shall not be excluded from the procurement in the cases specified in Article 46(3) and (10) of the Law on PP (taking into account the provisions of Article 46(11) and (12) of the Law on PP), or if, in accordance with Article 46(8) of the Law on PP, the Contracting authority, when assessing the reliability of the supplier, has decided that the exclusion of the supplier from the procurement procedure would be disproportionate to the supplier's conduct under assessment, or the Contracting authority has decided that, in the event of the grounds for exclusion specified in Article 46(4)(7)(c) of the Law on PP, competition would be significantly restricted. When deciding on the exclusion of a supplier from the procurement procedure on the grounds specified in clause 6.3, the information published in accordance with Articles 52 and 91 of the Law on PP may be taken into account.

# Supplier qualification requirements and required quality and environmental management system standards

* 1. Qualification requirements and/or requirements for compliance with quality management system and/or environmental management system standards and documents confirming their compliance are specified in the special procurement conditions.
  2. If the supplier's qualification to engage in the relevant activity has not been verified or has not been verified in full, the supplier, when submitting a tender, undertakes to the Contracting authority that the agreement will be performed only by persons who have the right to engage in the relevant activity.
  3. If the economic operator on whose capacity the supplier relies does not meet the qualification requirements, the Contracting authority shall request that it be replaced by an economic operator that meets the requirements within the time limit set by the Contracting authority.

# Reserved right to participate in the procurement

* 1. This section applies if the Contracting authority reserves the right to participate in the procurement to suppliers specified in the special procurement conditions.
  2. If the Contracting authority reserves the right to participate in the procurement only to suppliers specified in Article 23 of the Law on PP, only the following may participate in the procurement:
     1. suppliers where more than 50 percent of the supplier's average annual number of employees are convicts serving sentences of arrest, fixed-term imprisonment, and life imprisonment;
     2. suppliers whose participants are healthcare institutions where at least 50 percent of the patients work on the basis of occupational therapy out of the total number of employees on the supplier's annual average list;
     3. suppliers whose employees participate in active labor market policy measures, as defined in the Law on Employment of the Republic of Lithuania or other similar legislation of another country, if at least 50 percent of the supplier's average annual number of employees on the lists are persons receiving additional support in the labour market.
  3. The supplier may only use such sub-suppliers to perform the agreement and may only rely on the capacities of economic operators that have the status referred to in clause 8.2.
  4. The supplier must prove that it, the economic operators on whose capacity it relies and/or the sub-suppliers it uses have the status specified in clause 8.2 by submitting a document issued by the competent authority or a declaration certified by the supplier.
  5. The supplier, the economic operators on whose capacity the supplier relies, and the sub-suppliers used must maintain the status specified in clause 8.2 throughout the entire period of participation in the procurement and performance of the agreement.
  6. If the Contracting authority reserves the right to participate in the procurement only to suppliers specified in Article 24 of the Law on PP, only companies that meet all of the following requirements may participate in the procurement:
     1. its purpose must be public services related to health, social, and cultural services, whose CPV codes are 75121000-0, 75122000-7, 75123000-4, 79622000-0, 79624000-4, 79625000-1, 80110000-8, 80300000-7, 80420000-4, 80430000-7, 80511000-9, 80520000-5, 80590000-6, nuo 85000000-9 iki 85323000-9, 92500000-6, 92600000-7, 98133000-4, 98133110-8, provision; (
     2. its profits may only be used for the purposes of the company's activities. Profits may be distributed or redistributed only on the basis of factors related to participation in the management of the company;
     3. its management or ownership structure is based on the principles of employee ownership or participation in the management of the company, or requires the active participation of employees, service recipients, or stakeholders in the management of the company;
     4. over the last three years, the Contracting authority has not concluded aa agreement with this company in accordance with the requirements set out in Article 24 of the Law on Public Procurement.
  7. The supplier may only rely on the capacities of such economic operators and/or use only sub-suppliers that meet the requirements set out in clause 8.6.
  8. The supplier must prove that it, the economic operators on whose capacity it relies, and/or the sub-suppliers it uses meet the requirements set out in clause 8.6 by submitting a declaration certified by the supplier.

# Procedure for submitting the ESPD and means of certifying the information provided in the ESPD

* 1. When submitting a tender, the supplier must submit an ESPD – a current declaration replacing the documents issued by the competent authorities and provisionally confirming that the supplier and the economic operators on whose capacity it relies in accordance with Article 49 of the Law on PP (in cases where the provisions of Article 88(5) of the Law on PP apply, and sub-suppliers) meet the requirements set out in the special procurement conditions in accordance with Articles 46, 47, 48 of the Law on PP regarding the absence of grounds for exclusion, qualification requirements, requirements regarding compliance with quality management system and/or environmental management system standards (hereinafter - the requirements).
  2. A separate ESPD is completed by:
     1. supplier;
     2. each member of the group of suppliers (if the tender is submitted by a group of suppliers);
     3. each economic operator, if the supplier relies on its capacities in accordance with Article 49 of the Law on PP;
     4. sub-suppliers known at the time of submission of the tender (if the Contracting authority sets requirements for the grounds for exclusion of sub-suppliers).
     5. natural persons whom the supplier intends to employ if the procurement is awarded and on whose capacities the supplier relies in accordance with Article 49 of the Law on PP (quasi-sub-suppliers) (if the Contracting authority sets requirements for the grounds for exclusion of natural persons whose qualifications the supplier relies on and whom the supplier intends to employ if the procurement is won).
     6. The ESPD is completed by uploading it to the website <http://ebvpd.eviesiejipirkimai.lt/espd-web/>. When filling out the ESPD, the supplier must select *"Open"* in the *"Procedure type"* field. When submitting a tender via the CPP IS, the supplier must attach this completed and signed (unless the entire tender is signed with an electronic signature by a person authorised to sign on behalf of the ESPD) together with other tender documents (in the section "Attach documents" when submitting the tender).
  3. Documents supporting the information specified in the ESPD shall not be submitted together with the tender.
  4. At any stage of the procurement procedure, the Contracting authority may request participants to submit all or part of the documents confirming the absence of grounds for exclusion, compliance with the qualification requirements and, where applicable, quality management system and/or environmental management system standards, if this is necessary to ensure the proper conduct of the procurement procedure.
  5. After evaluating the information provided in the ESPD and, where applicable, the information provided in the documents supporting the information specified by the ESPD, shall decide on the compliance of each tenderer who has submitted a tender and shall notify each of them in writing of the results of this verification within the time limit specified in the special procurement conditions, , giving reasons for its decisions. Only those participants in the procurement procedure who meet the requirements set by the Contracting authority shall be entitled to participate in further procurement procedures.
  6. In the case of international procurement: before determining the winning tender, the Contracting authority shall require the supplier who has submitted the most economically advantageous tender to submit relevant documents confirming its compliance with the requirements, i.e. that the supplier (economic operators on whose capacity the supplier relies and sub-suppliers, if applicable) does not meet the established grounds for exclusion and meets the qualification requirements and, where applicable, the requirements for quality management system and environmental management system standards.

In the case of simplified procurement: before determining the winning tender, the Contracting authority shall require the supplier who has submitted the most economically advantageous tender (economic operators on whose capacity the supplier relies and sub-suppliers , if applicable) to submit relevant documents confirming its compliance with the qualification requirements and, where applicable, the requirements for quality management system and environmental management system standards. The Contracting authority shall not require the supplier who has submitted the most economically advantageous tender (economic operators on whose capacity the supplier relies and sub-suppliers , if applicable) to submit documents confirming the absence of the grounds for exclusion, unless it has reasonable doubts as to its reliability.

* 1. The contracting authority shall not require the supplier to submit documents as specified in Article 50(4) and (6) of the Law on PP if it:
     1. has access to these documents or information directly and free of charge by connecting to the national database in any Member State or by using the CPP IS tools;
     2. already has these documents from previous procurement procedures.
  2. If this supplier fails to submit documents proving compliance with the requirements within the time limit set by the Contracting authority or, at the request of the Contracting authority, fails to correct inaccurate or incomplete data on its compliance with the requirements, or if it does not meet the requirements, its tender shall be rejected and the documents proving compliance with the requirements of the next supplier after the supplier whose tender was found to be the most economically advantageous shall be verified.
  3. If the supplier is unable to provide documents proving the absence of grounds for exclusion specified in the special procurement conditions in accordance with Article 46(1), (3) and (6) clause 2 of the Law on PP (where applicable), 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, they may be replaced by:
     1. declaration of oath;
     2. an official declaration by the supplier, if the country does not use a declaration of oath. The official declaration by the supplier must be certified by a competent legal or administrative authority, notary or competent professional or trade organisation in the Member State or country of origin of the supplier or in the country in which the supplier is established.
  4. The Contracting authority has the right to require that documents issued in the foreign supplier's country confirming the supplier's compliance with the requirements be legalized in accordance with the Procedure for the Legalization and Certification of Documents (*Apostille*) approved by Resolution No. 1079 of the Government of the Republic of Lithuania of 30 October 2006, and the Hague Convention of 5 October 1961, on the Abolition of Legalization of Foreign Public Documents, except in cases where, under international treaties of the Republic of Lithuania or European Union legislation, the document is exempt from legalization and/or certification (*Apostille*).

# Relying on the capacities of economic operators

* 1. The supplier may rely on the capacities of other economic operators in accordance with Article 49 of the Law on PP in order to meet the qualification requirements set out in the special procurement conditions, regardless of the legal nature of the relationship with those economic operators. These economic operators also include natural persons who will be employed by the supplier or the economic operator engaged by the supplier in the event of winning the procurement and concluding the agreement(quasi-sub-suppliers).
  2. A supplier wishing to rely on the capacities of other economic operators must indicate them in its tender and provide documents proving that the resources of the economic operator on whose capacities it relies will be available to the supplier throughout the entire agreement period. When verifying whether the supplier will have access to the resources of other economic operators on whose capacity it relies, the Contracting authority shall accept any means of proof provided by the supplier. A supplier who has not indicated that it relies on the capacities (qualifications) of other economic operators but does not meet the qualification requirements specified in the special procurement conditions, does not acquire the right to engage (specify) new entities after the deadline for 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 may not give rise 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 general procurement conditions.
  5. In cases of service provision or work procurement, where the Contracting authority imposes qualification requirements on the supplier or its management personnel to have the relevant education, professional qualifications, or professional experience, the supplier may rely on the capacities of other economic operators only if those economic operators, on whose capacities it relies, will themselves perform the services or works for which their capacities are required.
  6. If the supplier relies on the capacities of economic operators, taking into account the economic and financial capacity requirements set out in the special procurement conditions, the supplier and those economic operators on whose capacities it relies must assume joint and several liability for the performance of the agreement (unless otherwise specified in the special procurement conditions).

# Use of sub-suppliers

* 1. The supplier must indicate in its tender which part of the agreement and which sub-suppliers, if known at the time of submission of the tender, it intends to use.
  2. Different suppliers may use the same sub-suppliers, but this may not result in prohibited agreements.
  3. Upon conclusion of the agreement, but no later than the commencement of its performance, the supplier who is recognized as the winner undertakes to notify the Contracting authority of the names, contact details, and representatives of its sub-suppliers known at that time. The Contracting authority also requires the supplier to notify it of any changes to the above information during the entire term of the agreement, as well as of any new sub-suppliers it intends to use at a later date.
  4. If, in accordance with the requirements of the special procurement conditions, a check is carried out to ensure that there are no grounds for exclusion of the sub-supplier as specified in Article 46 of the Law on PP, documents confirming the absence of grounds for exclusion of the sub-supplier shall be submitted together with information about new sub-suppliers (in the case of simplified procurement, this is only required when the Contracting authority has reasonable doubts about its reliability). In such a case, if the sub-supplier's situation meets at least one of the grounds for exclusion of a supplier specified in the special procurement conditions, the Contracting authority shall require the supplier to replace the sub-supplier with a sub-supplier that meets the requirements (and does not fall under any of the grounds for exclusion) within the time limit set by the Contracting authority.

# Participation of a group of suppliers

* 1. A group of suppliers may submit a tender. A group of suppliers submitting a tender must submit a copy of the joint venture agreement together with the tender. The joint venture agreement must specify:
     1. the composition of the group of suppliers and the obligations of each member of the group of suppliers in performing the agreement to be concluded with the Contracting authority;
     2. joint and several liability of each member of the group of suppliers individually and all together for failure to fulfil their obligations and duties to the Contracting authority (regardless of their contribution under the joint venture agreement);
     3. which party to this agreement is authorized to submit a bid on behalf of the group of suppliers and, if the bid is successful, – sign an agreement with the Contracting authority, submit invoices for payment (payments will be made to only one of the participants in the joint venture agreement), sign documents related to the performance of the agreement (authorized participant), etc.
  2. Unless otherwise specified in the special procurement conditions of the procurement, the Contracting authority shall not require that a group of suppliers acquire a specific legal form in order to be awarded the agreement.
  3. A supplier submitting a tender independently or as a member of a group of suppliers is not prohibited from being a sub-supplier of another supplier or an economic operator whose capacity is relied upon by another supplier in the same procurement.

# Requirements for preparing and submitting tenders

* 1. The tender must be prepared and submitted in accordance with the requirements of the procurement conditions by completing the tender form. Unless otherwise specified in the special procurement conditions, participants must submit the proposal and accompanying documents, as well as all components of the proposal, in electronic form (created directly using electronic means or by submitting digital copies of documents) using the CPP IS tools.
  2. The tender must be submitted by the deadline specified in the announcement, or, if the deadline specified in the announcement has been extended, by the extended deadline. The Contracting authority shall not be liable for tenders that were not received or were received late due to the supplier's communication and telecommunication equipment, CPP IS malfunctions, or other unforeseen circumstances. In this context, suppliers are encouraged to prepare their tenders in such a way as to allow sufficient time for their timely and proper submission. Tenders received after the deadline for submission of tenders shall be deemed not to have been received and shall not be evaluated. In the event of a malfunction of the Central Public Procurement Information System, the supplier shall take the actions provided for in the Recommendations on the actions to be taken by the procuring entities and suppliers in the event of a malfunction of the Central Public Procurement Information System, approved by the Order of the Director of the Office of Public Procurement of 15 March 2018, No. 1S-31.

13.3. The supplier must clearly indicate in the proposal which information in the proposal is confidential, in accordance with Article 20 of the Law on PP. If no such information is provided in the proposal, then any information provided in the submitted proposal will be deemed to be non-confidential. The characteristics of a proposal to be taken into account in the evaluation of proposals, as well as the information referred to in Article 20(2) of the Law on PP, may not be considered confidential information. If the Contracting authority has doubts as to whether a particular piece of information has been reasonably identified as confidential, it must ask the supplier to justify the confidentiality of the information. If the supplier fails to provide such evidence within the time limit set by the Contracting authority (which shall not be less than 3 working days), or fails to provide reasoned arguments and/or evidence that the information has been reasonably identified as confidential, the information will be deemed to be non-confidential. Upon receipt of a request for access to a supplier's proposal containing confidential information from a supplier participating in a specific procurement, the procuring entity will provide as much information as is necessary for the supplier to decide on the need to protect its legitimate interests (on a case-by-case basis) (for example, by providing a summary of the aspects of the proposal and the technical characteristics of those aspects in a manner that does not allow for the identification of confidential information). If the Contracting authority considers that the confidential information contained in a supplier's tender is not confidential, it shall inform the supplier who provided the confidential information of its intention to disclose the tender to another supplier.

* 1. When calculating the price, the entire scope and requirements of the purchase object specified in the purchase documents, price components, etc. must be taken into account. VAT is indicated separately. If the supplier is not a VAT payer, this must be indicated in the tender, specifying the legal basis. The supplier must assess whether it will become a VAT payer during the performance of the agreement. If the supplier becomes a VAT payer during the performance of the agreement, it must indicate the price including VAT in the tender. Unless otherwise specified in the special procurement conditions, the prices of tenders shall be evaluated and compared with all taxes, including VAT. If the Contracting authority itself has to pay VAT to the state budget for the purchased procurement object, this tax shall be included in the tender price (if the supplier has not included it in the tender, the Contracting authority shall include it for the purposes of comparing tenders). The price of the tender 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 subject matter of the procurement (except in cases where the procurement documents clearly state that certain specific costs are not to be included in the agreement price).
  2. The tender shall be valid for the period specified by the supplier therein, but not less than that specified in the special procurement conditions. If the tender does not specify its period of validity, it shall be deemed to be valid for the period specified in the special procurement conditions.
  3. The Contracting authority shall have the right to ask suppliers to extend the validity of their tenders until a specified time limit.
  4. The supplier shall have the right to modify or withdraw its proposal by means of the CPP IS before the deadline for the submission of proposals has expired, without losing the right to a security for the validity of the proposal (if such security is required). In order to resubmit a cancelled and modified proposal, the supplier must resubmit it. After the deadline for the submission of proposals, the supplier may neither withdraw (cancel) nor modify its proposal already submitted.
  5. Unless otherwise specified in the special procurement conditions, the tender must be prepared in Lithuanian or English. If the documents accompanying the tender cannot be submitted in Lithuanian or English, they must be submitted in their 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 procurement conditions whether, in case of doubts about the quality of the translation of a document submitted in the tender and/or its conformity with the content of the original document, it will require a translation of this document certified by the signature of the person who performed the translation and the stamp of the translation agency (if any) and (or) shall specify that the signature of the person who performed the translation must be certified by a notary.
  6. The price of the tender shall be in Euro. If the prices in the tenders are indicated in foreign currency, they shall be converted into Euros according to the indicative Euro exchange rate published by the European Central Bank, and in cases where the European Central Bank does not publish the indicative euro exchange rate, – according to the indicative Euro and foreign currency exchange rate set and published by the Bank of Lithuania on the date of submission of the proposals.

# 14. Encryption of tenders

* 1. The tender submitted by the supplier may be encrypted.
  2. If the Contracting authority evaluates tenders on the basis of price or price and quality ratio and the technical characteristics of the tender selected for evaluation are quantitatively assessed (the tender must be submitted in 1 envelope), a supplier who decides to submit an encrypted tender must:
     1. by the deadline for submission of tenders, submit an encrypted tender using the CPP IS tools (the entire tender or the tender document specifying the tender price and/or costs shall be encrypted). Instructions on how suppliers can encrypt their bids can be found [HERE[[2]](#footnote-3)](https://vpt.lrv.lt/uploads/vpt/documents/files/LT_versija/CVP_IS/Mokymu_medziaga/Tiekejams/Uzsifravimo_instrukcija.pdf).
     2. within 30 minutes of the deadline for submission of tenders, submit a password via the CPP IS correspondence tool, which will enable the Contracting authority to decrypt the tender submitted. In the event of technical problems with the CPP IS, where the supplier is unable to provide the password via the CPP IS correspondence tools, the supplier has the right to provide the password by other means of their choice: via the Contracting authority's official email, fax, or in writing. In this case, the supplier should be proactive and make sure that the password provided reaches the addressee in time (e.g. by contacting the Contracting authority by its official telephone number and/or by other means).

14.3. When a tender is submitted in a single envelope, the supplier has encrypted the entire tender and, prior to the initial examination of the tender procedure (meeting), the tender shall be deemed not to have been submitted and shall not be evaluated. If, in the specified case, the supplier has encrypted only the tender document specifying the tender price and/or costs, and submitted other tender documents unencrypted, the Contracting authority shall reject the supplier's tender as not complying with the requirements set out in the procurement documents (the supplier did not submit the tender price and/or costs).

14.4. If the Contracting authority evaluates tenders based on the price or cost-quality ratio and the technical characteristics of the tender selected for evaluation are not quantitatively assessed (the tender must be submitted in two envelopes), the supplier's tender document indicating the price and/or costs of the tender (second envelope) may be encrypted. If the Supplier decides to submit an encrypted document, it must:

* + 1. by the deadline for submission of tenders, using the CPP IS tools, submit a tender with an encrypted document indicating the tender price (both parts of the tender shall be submitted in separate envelopes by the specified deadline (one for the technical data and other information and documents of the tender, the other for the price), but only the document indicating the price and/or costs of the tender (second envelope) shall be encrypted.
    2. before reviewing the parts of the tenders that specify the price and/or costs, the start of the procedure (meeting) (the Contracting authority will inform the suppliers of the time of the meeting after evaluating the technical part of the tenders) Submit a password via the CPP IS correspondence tools, which the Contracting authority will use to decrypt the submitted document containing the bid price. In the event of technical problems with the CPP IS, where the supplier is unable to provide the password via the CPP IS correspondence tools, the supplier has the right to provide the password by other means of their choice: via the Contracting authority's official email, fax, or in writing. In this case, the supplier should be proactive and make sure that the password provided reaches the addressee in time (e.g. by contacting the Contracting authority by its official telephone number and/or by other means).
  1. When a tender is submitted in two envelopes, before reviewing the parts of the tender that specify the price and/or costs (second envelope), at the beginning of the opening procedure (meeting), if the supplier fails to provide the password (through its own fault) or provides an incorrect password, which prevents the Contracting authority from decrypting the information contained in the second envelope, the supplier's tender is rejected as not meeting the requirements set out in the procurement documents (the supplier did not submit the price and/or costs of the tender).

# Familiarization with the tenders

* 1. If the Contracting authority evaluates tenders based on price or costs, or the ratio of price or costs to quality, and the technical characteristics of the tender selected for evaluation are quantitatively assessed (the tender must be submitted in 1 envelope), the initial review of tenders received through the CPP IS shall commence on the date specified in the special procurement conditions.
  2. If the Contracting authority evaluates tenders based on the price or cost-quality ratio and the technical characteristics of the tender selected for evaluation are not quantitatively assessed (the tender must be submitted in two envelopes), each part of the tender is examined separately:
     1. The initial review of the first part of the tender, which contains technical details of the tender, other information and documents required under the terms of the tender, except for the tender price and/or costs, will take place on the date specified in the special terms of the tender.
     2. Familiarisation with the second part of the tender, which specifies prices and/or costs, will only take place after the Contracting authority has verified that the technical data of the tenders submitted and the suppliers meet the requirements set out in the procurement conditions and has evaluated the technical data of the tenders in accordance with the requirements set out in the procurement conditions. The Contracting authority will notify the results of this examination and evaluation to all Suppliers by means of the CPP IS and will inform them of the date and time of the access to the financial offer. If, after reviewing and evaluating the first part of the tender, the Contracting authority rejects the tender, the remaining part of the tender shall not be reviewed and shall be stored together with other documents submitted by the supplier in accordance with the procedure laid down in Article 97 of the law on PP.
  3. Suppliers and/or their authorized representatives shall not participate in the review of proposals submitted by electronic means.

# Electronic auction

* 1. If the Contracting authority intends to use an electronic auction, it shall specify the conditions and procedure for its use in the special procurement conditions.

# Evaluation of tenders

* 1. The Contracting authority shall evaluate the tenders and rank them in accordance with the criteria and procedure specified in the procurement conditions.
  2. Tenders will be evaluated by the Commission. Experts (experts on the object to be evaluated) may be used to evaluate the technical data of the proposals. Experts (specialists in the field of the object being evaluated) may be called upon to evaluate the technical data of the tenders.
  3. After conducting an initial review of the tenders, the Contracting authority shall:
     1. assess whether the tenders comply with the requirements set out in the procurement documents that are not related to the subject matter of the procurement, including provisions on the submission of alternative tenders;
     2. if the Contracting authority establishes grounds for exclusion of a supplier and/or requirements for supplier qualification and/or requires the supplier to comply with quality management and/or environmental management system standards, it shall verify, on the basis of the ESPD, whether the supplier submitting the tender (economic operators on whose capacity the supplier relies and sub-suppliers, if applicable) does not meet the grounds for exclusion set out in the special procurement conditions and whether it meets the qualification requirements set out in the procurement conditions and, if applicable, quality management system and environmental management system standards, and, having made a decision on the compliance of each supplier with the requirements, shall inform each supplier in writing of the results of this verification within the time limit specified in the special procurement conditions, justifying the decisions taken. Only those suppliers who are not subject to grounds for exclusion, who meet the qualification requirements set by the Contracting authority and, where applicable, the standards of quality management and/or environmental management systems, and non-discriminatory rules, shall be entitled to participate in further procurement procedures.
     3. examines, evaluates, and compares the bids submitted by the participants in the procurement procedure in accordance with the provisions of the procurement conditions. When the Contracting authority evaluates tenders on the basis of price or cost-quality ratio and the technical characteristics of the tender selected for evaluation are not evaluated quantitatively, it first checks and evaluates only the technical data of the tenders, informs the suppliers of the results of this check and evaluation (without disclosing the other suppliers), and then, taking into account the price of the tender, performs an overall evaluation of the tender;
     4. conducts an electronic auction (if applicable);
     5. assesses whether the prices and/or costs offered by suppliers are not excessive and unacceptable to the Contracting authority. The provisions of Article 45(1) clause 5 of the Law on PP shall apply;
     6. checks that no abnormally low prices have been offered. If the price and/or costs of the tender appear unusually low, the CPP IS shall contact the supplier by correspondence (in the case of simplified procurement, it may contact all suppliers or only the supplier who submitted the most economically advantageous tender) to justify the price and/or costs of the procurement object or its components specified in the tender within a reasonable period of time set by it;
     7. shall request the supplier who submitted the most economically advantageous tender to provide relevant documents confirming the information specified in the ESPD, if they were not requested and were not evaluated in previous stages of the procurement procedure and/or these documents are not required under the terms of the procurement.
  4. If the supplier has submitted inaccurate, incomplete, or incorrect documents or data regarding compliance with the procurement conditions, or if these documents or data are missing, the Contracting authority shall request (where it can do so without violating the principles of equal treatment and transparency) the supplier to correct, supplement, or clarify these documents or data within a reasonable period of time specified by it. The data and/or documents shall be corrected, interpreted or supplemented in accordance with the rules established by the Public Procurement Service[[3]](#footnote-4).
  5. The Contracting authority may decide not to evaluate the whole bid if, after checking part of it, it finds that the bid should be rejected based on the requirements in the procurement conditions (this doesn't apply if the Contracting authority plans to use the published negotiation condition set out in Article 63(1)(2) of the Law on Public Procurement, where it's allowed to repeat the published negotiation without publishing a new procurement notice). if the Contracting authority intends to make use of the condition for published negotiations set out in Article 63(1) clause 2 of the Law on PP, where it is permitted not to republish the notice, as well as in cases where the price indicated in the supplier's tender exceeds the funds allocated for the purchase, and the most economically advantageous tender is selected on the basis of the ratio of costs or price to quality, and the Contracting authority has not specified the amount of funds allocated for the purchase in the procurement documents (except in cases where all tenders received are rejected).

# Grounds for rejection of proposals

* 1. The tender submitted by the supplier shall be rejected and the supplier shall be excluded from the procurement procedure if at least one of the following conditions applies:

18.1.1. the supplier does not extend the validity of the tender at the request of the Commission;

* + 1. the supplier has not provided the password for decrypting the tender before the start of the tender review process;
    2. the supplier must be excluded in accordance with the provisions of the procurement conditions regarding the grounds for exclusion, including in cases where the supplier relies on the capacities of an economic operator or uses a sub-supplier and they are subject to the requirements regarding the grounds for exclusion under the procurement conditions, However, the situation of the economic operator or sub-supplier meets the established grounds for exclusion, and the supplier has not replaced this economic operator or sub-supplier with an economic operator that does not meet the grounds for exclusion, as instructed by the Contracting authority.
    3. the supplier does not meet the qualification requirements set out in the special procurement conditions and/or, where applicable, the quality management system and environmental management system standard and/or the economic operator on whose capacity the supplier relies does not meet the qualification requirements imposed on it and has not been replaced by an economic operator that meets the requirements at the instruction of the Contracting authority;
    4. did not clarify, supplement or explain its tender within the time limit set by the Contracting authority;
    5. the supplier clarified, supplemented or explained its tender within the time limit set by the Contracting authority, which resulted in a substantial change to its tender;
    6. the tender does not comply with the requirements of the procurement documents and its deficiencies cannot be corrected in accordance with the rules established by the Public Procurement Service[[4]](#footnote-5).
    7. the supplier did not log in to the electronic auction by the deadline (did not click the "Submit bid" button) and/or did not agree to the initial electronic auction price. The supplier submitted a valid initial tender but subsequently refused to participate in the electronic auction (by submitting a negative response or no response) (where an electronic auction is used).
    8. The price indicated in the tender is too high and unacceptable to the Contracting authority, except in the cases provided for in Article 45(1) clause 5 of the Law on PP. If the most economically advantageous tender is rejected on this basis and the Contracting authority has not specified the amount of funds allocated for the procurement in the procurement documents, other tenders cannot be declared as successful;
    9. the supplier has not corrected arithmetic errors by the deadline or has corrected arithmetic errors in a manner that does not comply with the rules established in accordance with the pricing method applicable to the agreement;
    10. the tender indicates an unusually low price and/or costs and the supplier does not provide adequate evidence to justify the unusually low price and/or costs offered;
    11. the tender, which specifies an unusually low price and/or costs, does not comply with the environmental, social, and labour law obligations specified in Article 17(2) clause 2 of the Law on PP;
    12. the unusually low price and/or costs in the tender are due to the fact that the supplier has received state aid, but the supplier is unable to prove within a sufficient period of time set by the Contracting authority that the state aid was granted lawfully. If the Contracting authority rejects a tender on this ground, it shall inform the European Commission thereof. State aid is any measure that fulfils the criteria set out in Article 107(1) of the Treaty on the Functioning of the European Union;
    13. it becomes apparent that the tender submitted by the supplier offering the most economically advantageous tender does not comply with the environmental, social, and labour law obligations specified in Article 17(2) clause 2 of the Law on PP;
    14. the requirements relating to national security set out in the special procurement conditions are not met (where applicable);
    15. the supplier does not meet the requirements set out in the Regulation;
    16. The Government of the Republic of Lithuania has adopted a decision confirming that the intended transaction is not in line with national security interests in accordance with the Law on the Protection of Objects of Importance to Ensuring National Security (where applicable);
    17. the supplier does not have the required professional capacity when the Contracting authority identifies a conflict of interest on the part of the supplier that could adversely affect the performance of the agreement;
    18. The Contracting authority may reject tenders on other grounds specified in the special procurement conditions.
  1. The supplier shall be informed in writing by means of the CPP IS of the rejection of the tender and the reasons for such rejection.

# Ranking of tenders and determination of the winner

* 1. After examining, evaluating, and comparing the tenders submitted, the Contracting authority shall determine the order of proposals (except in cases where only one supplier has submitted a proposal or where only one supplier remains after evaluation of the proposals), which shall include the proposals that have not been rejected, and shall determine the winning proposal and take a decision on the conclusion of the agreement.
  2. The ranking of proposals shall be determined in descending order of cost-effectiveness. If the cost effectiveness of several proposals submitted is the same, the supplier whose proposal is submitted earliest by means of the CPP IS shall be placed first in the ranking of proposals.
  3. Before determining the winning bid, the Contracting authority shall require the supplier who submitted the most economically advantageous tender to submit relevant documents confirming the absence of grounds for exclusion specified in the procurement conditions, proving compliance with the qualification requirements specified in the procurement conditions and, where applicable, confirming its compliance with the standards of the quality management system and/or environmental management system, except where these have been requested and assessed in previous stages of the procurement procedure and this information is still relevant, and except where these documents are not required under the procurement conditions. The Contracting authority shall also assess whether the tender submitted by the supplier offering the most economically advantageous tender should not be rejected for other reasons.
  4. If only one supplier has submitted a tender or if, after evaluating the tenders, only one supplier remains, the order of tenders shall not be determined and that tender shall be considered the winning tender.

# Notification of the results of procurement procedures

* 1. No later than within 3 working days of determining the winning tender, the Contracting authority shall notify suppliers of the results of the procurement procedure using the CPP IS, in accordance with the provisions of Article 58 of the Law on PP. The Contracting authority must also inform suppliers of the reasons for its decision not to award the agreement.
  2. Interested participants may request the Contracting authority to submit the winning tender from the date of notification of the decision to determine the winning tender to the participants until the end of the standstill period. In such a case, the deadline and the postponement period specified in Article 102(1) of the Law on PP shall be extended for an additional period, calculated from the date of submission of the request by the interested participant to submit the winning tender to the Contracting authority until the date on which the interested participant is provided with the aforementioned tender. If the winning participant's bid is submitted on the same day as requested, the deadline and postponement period specified in Article 102(1) of the Law on PP shall be extended by one working day. The Contracting authority may submit the winning bid to interested participants by providing the information specified in clause 20.1.

# Conclusion of the agreement

* 1. The agreement shall be concluded with the supplier whose tender has been recognized as the winning tender in accordance with the procedure laid down in the procurement conditions, and if the procurement is divided into parts, with the suppliers whose bids are recognized as winning (the Contracting authority may decide to conclude a single agreement for the parts of the procurement for which the same supplier has been determined as the winner).
  2. The agreement shall be concluded immediately, but not earlier than the expiry of the standstill period specified in the special procurement conditions, except in cases where it may not be applied in accordance with the provisions of the Law on Public Procurement. Upon receiving a copy of the supplier's request or claim to the court, the Contracting authority may not conclude the agreement until the suspension period specified in the special procurement conditions or the time limits specified in Article 103(2), Article 105(2) clause 3 and Article 105(3) clause 3 of the Law on PP, and until the Contracting authority has received notification from the court of:
     1. a reasoned court order refusing to accept the claim;
     2. a reasoned court order rejecting the supplier's request for interim measures, where that request was received by the court before the action was brought;
     3. a court order to accept the action without applying interim measures.
  3. The successful supplier shall be invited in writing to conclude the agreement and shall be given a time limit by which it must conclude the agreement.
  4. A supplier is deemed to have refused to conclude the agreement where at least one of the following applies:
     1. the supplier refuses in writing to conclude it;
     2. fails to sign the agreement by the deadline specified by the Contracting authority;
     3. refuses to conclude the agreement under the terms and conditions set out in the Law on PP and the Procurement conditions;
     4. the group of suppliers whose bid has been selected as the winning bid fails to establish a legal entity, if such a requirement is specified in the special procurement conditions.
  5. If the successful supplier refuses to conclude the agreement, or if it fails to submit a document confirming the performance guarantee specified in the procurement conditions by the deadline set by the Contracting authority, or fails to fulfil other conditions for the entry into force of the agreement specified therein, the agreement shall be offered to the supplier whose tender is ranked first after the supplier who refused to conclude the agreement, failed to submit the agreement performance guarantee or failed to fulfil the conditions for the entry into force of the agreement. Before proposing to conclude an agreement, the Contracting authority shall request that supplier to submit relevant documents confirming the information specified in the ESPD, if they were not requested and evaluated in previous stages of the procurement procedure and/or are not required under the terms of the procurement, and assess whether its tender should be rejected for other reasons.
  6. When concluding an agreement, the price, costs, and other conditions of the winning supplier's bid may not be changed.
  7. The procuring entity shall publish the successful tender, the concluded agreement and amendments thereto, except for information subject to the requirements for the protection of confidential information referred to in Article 20(5) of the Law on the PP, 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 have a negative impact on competition between suppliers, in the CPP IS no later than 15 days after the date of the conclusion of the agreement or the amendments thereto, and at the latest before the start of the first payment thereunder. Information about verbal agreements(in the case of simplified procurement) shall be published by the Contracting authority in the CPP IS no later than 15 calendar days after the end of the quarter in which the agreements were concluded.

# Right to challenge the actions or decisions of the contracting authority

* 1. A supplier who believes that the Contracting authority has failed to comply with the requirements of the Law on PP and has thereby violated or will violate its legitimate interests may, in accordance with the procedure laid down in Chapter VII of the Law on PP, apply to the regional court as the court of first instance.
  2. In order to challenge the decisions or actions of the Contracting authority in court prior to the conclusion of the agreement, the supplier must first submit a complaint to the Contracting authority by electronic means.
  3. The deadlines for submitting a complaint to the Contracting authority, filing a request, or bringing an action before a court are set out in Article 102 of the Law on PP.

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