Paveikslėlis, kuriame yra žinutė

Automatiškai sugeneruotas aprašymas

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|  |
| **OPEN CALLS FOR TENDERS „ELECTRIC PUSHER“ GENERAL CONDITIONS** |
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# Content

[1. Terms and abbreviations 2](#_Toc130394244)

[2. General provisions 2](#_Toc130394245)

[3. Object of purchase 4](#_Toc130394246)

[4. Means of communication and exchange of information between the contracting entity and suppliers 4](#_Toc130394247)

[5. Explanations and clarifications of the Purchase Conditions 5](#_Toc130394248)

[6. Grounds for excluding suppliers 5](#_Toc130394249)

[7. Qualification requirements of suppliers and required standards for quality and environmental management systems 6](#_Toc130394250)

[8. Reserved right to participate 6](#_Toc130394251)

[9. Procedures for submitting the EAPR and means of validating the information provided in the EAPR 7](#_Toc130394252)

[10. Relying on the capacity of economic operators 8](#_Toc130394253)

[11. Use of subcontractors 9](#_Toc130394254)

[12. Participation of the supplier group 9](#_Toc130394255)

[13. Requirements for the preparation and submission of proposals 10](#_Toc130394256)

[14. Encryption of tenders 11](#_Toc130394257)

[*15.* Familiarisation with the proposals 12](#_Toc130394258)

[16. Electronic auction 12](#_Toc130394259)

[17. Evaluation of proposals 12](#_Toc130394260)

[18. Grounds for rejection of tenders 12](#_Toc130394261)

[*19.* Ranking of tenders and determination of the successful tenderer 12](#_Toc130394262)

[*20.* Information on the outcome of procurement procedures 13](#_Toc130394263)

[21. Contract formation 13](#_Toc130394264)

[22. Right to challenge the acts or decisions of the contracting entity 14](#_Toc130394265)

# Terms and abbreviations

* 1. **CK** - Civil Code of the Republic of Lithuania.
  2. **CVP IS** - Central Public Procurement Information System, at [https://cvpp.eviesiejipirkimai.lt//](https://cvpp.eviesiejipirkimai.lt/).
  3. **Participant** means the supplier that submitted the tender.
  4. **EBPPD** - European Single Procurement Document, a relevant declaration replacing the documents issued by the competent authorities and giving preliminary confirmation that the supplier and the entities on whose capacity it relies in accordance with Article 62 of the IR meet the requirements laid down in the contract documents in accordance with Articles 46, 47, 48 of the Public Procurement Regulation and, where applicable, the requirements laid down in Article 61 of the IR as regards the respect of the quality management system and/or the standards of the environmental management system, the form of which is available at <http://ebvpd.eviesiejipirkimai.lt/espd-web/>.
  5. **'Authorised entity'** means an entity authorised by the contracting entity to organise procurement, to carry out procurement procedures prior to the award of a contract or a framework agreement, to report on the procurement procedures carried out or to advertise the award of a contract or framework agreement*.*
  6. **"Commission**" means the public procurement commission.
  7. **'Contracting entity**' means the contracting entity specified in the specific conditions of purchase.
  8. **Procurement** means a purchase made by a contracting entity.
  9. **'Preliminary contract**' means a preliminary public sales contract (if applicable), a contract concluded between one or more contracting entities and one or more suppliers, the purpose of which is to determine the terms and conditions, including price and, where appropriate, estimated quantities, applicable to public sales contracts to be awarded within a specified period.
  10. **VAT** - value added tax.
  11. **Regulation** - Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions to destabilise the situation in Ukraine.
  12. **Notice** - **Procurement** notice.
  13. **"Subcontractor**" means a subcontractor, sub-subcontractor, sub-sub-supplier, sub-subcontractor, a natural or legal person who will actually perform the Contract or part of the Contract to be concluded. Subcontractors shall not include natural or legal persons who are merely fulfilling contractual obligations towards the supplier but who will not actually perform the contract or part of the contract to be awarded.
  14. **Contract** - a sale and purchase agreement.
  15. **'Entity whose capacities are relied upon**' means the natural or legal person on whose capacities the supplier relies in accordance with Article 62 of the IR in order to meet the qualification requirements. Entities whose capacities are relied upon do not include natural or legal persons who merely fulfil contractual obligations towards the supplier, but whose capacities are not relied upon by the supplier, in accordance with Article 62 of the IR, in order to meet the contracting entity's qualification requirements.
  16. **PPI** - Public Procurement Law of the Republic of Lithuania.
  17. **PI** - Law of the Republic of Lithuania on Procurement by Contracting Entities in the Field of Water Management, Energy, Transport or Postal Services.
  18. Other terms used in the Contract Documents are consistent with those used in the IR.

# General provisions

* 1. The contracting entity invites suppliers to participate in a procurement by open tendering procedure with a view to purchasing the subject of the contract, the technical specification of which is set out in the Special Conditions and/or the Annexes to the Conditions of Contract.
  2. The procurement shall be carried out by means of the CVP IS, in accordance with the PI, the Public Procurement Law, the Civil Code, other legislation governing public procurement and the performance of this contract, the documents of this procurement, and in compliance with the principles of equality, non-discrimination, transparency, mutual recognition, proportionality, and the requirements of confidentiality and impartiality. The provisions of the IR shall apply directly to matters not covered by the procurement documents.
  3. **The procurement documents include**:
     1. Announcement;
     2. prior information notice (if any);
     3. Purchase conditions, which include:
        1. general conditions of purchase;
        2. special conditions of purchase;
        3. Annexes to the Purchase Conditions;
     4. Explanations/clarifications to the procurement documents, as well as answers to suppliers' questions (if any);
     5. any other information provided by the contracting entity by means of the CVP IS.
  4. In the event of contradictions or inconsistencies between the notice and the Purchase Conditions, the information in the notice shall be deemed to be correct.
  5. In the event of any contradictions or inconsistencies between the Purchase Conditions and their Annexes, the information in the Purchase Conditions shall be deemed to be correct.
  6. In the event of contradictions or inconsistencies between the Specific Conditions and the General Conditions of Contract, the information given in the Specific Conditions shall be considered correct.
  7. If the Procuring Entity revises the Purchasing Documents, the more recent revisions shall take precedence over the older revisions. Suppliers shall be guided by the latest published version of the Purchasing Documents and the latest clarifications and revisions to the Purchasing Documents.
  8. The Contracting Entity will terminate the Procurement Procedures initiated if it appears that the principles set out in Article 29(1) of the PI have been violated and the situation cannot be remedied.
  9. The Contracting Entity may also exercise the right to terminate the procurement procedures it has initiated in the event of unforeseeable circumstances, including the discovery of material errors in the Procurement Documents which render the procurement impractical or would result in the acquisition of an object of purchase which does not meet its needs.
  10. The procuring entity shall not reimburse the supplier for any costs incurred in obtaining the Conditions of Contract, preparing tenders, etc., including costs incurred as a result of the termination of the procurement procedures by the procuring entity in accordance with the ToR.
  11. Where the Special Conditions specify that observers may be invited to attend Commission meetings, representatives of state and municipal authorities or bodies who have submitted a mandate from the entity they represent (hereinafter referred to as "observers") may attend the Commission meetings as observers. Observers will be allowed to participate in the procurement procedures only after signing a confidentiality undertaking and a declaration of impartiality in the form established by the Public Procurement Service in cooperation with the High Official Ethics Commission. Other conditions for the participation of observers shall be specified in the specific conditions of the contract. Where the contracting entity receives reasonable information that an observer may be involved in a conflict of interest situation and has not withdrawn from the monitoring of the procurement, the head of the contracting entity or his/her authorised representative shall suspend the participation of that person in the monitoring of the procurement and shall carry out a review of the person's activities related to the procurement. The procuring entity shall exclude the person from the monitoring of the procurement in accordance with the Law on the Harmonisation of Public and Private Interests if it finds that the person has entered into a conflict of interest situation. Unless otherwise specified in the Specific Conditions of Contract, the following procedure shall apply: no more than 2 monitors per institution or body may participate and no more than 6 monitors may participate in a procurement procedure. An observer wishing to participate in a Commission meeting may send a copy of the mandate stating the specific procurement procedures (e.g. opening of envelopes and/or examination of tenders) in which he/she wishes to participate, together with his/her contact details, to the contacts indicated throughout the procurement procedure. The availability and exact time of the Commission meeting will be communicated to the contacts indicated no later than 2 working days after receipt of the observer's mandate. If the contracting entity receives more requests to observe the procurement procedure than the maximum number of observers to be invited, the earliest requesting observers will be invited to observe. Representatives of the Public Procurement Service may attend Commission meetings on their own initiative in any case, irrespective of whether this possibility is foreseen in the specific contract terms.
  12. The time limits applicable to the Purchase are set out in the Annex to the Conditions of Purchase "Time Limits".
  13. The contracting entity shall indicate in the specific conditions of the contract whether and, if so, to what extent it will apply the provisions relating to national security, as referred to in Article 45(2)1 of the Public Procurement Law.
  14. The Procuring Entity shall assume that all tenderers are familiar with the Conditions of Contract and with the legal acts of the Republic of Lithuania governing public procurement, the conclusion and performance of contracts, and any other legal acts the provisions of which may govern any relationship between the Procuring Entity and the suppliers arising out of or in connection with the Procurement Procedures.

# Object of purchase

* 1. The subject-matter of the Contracting Entity's intended acquisition shall be described and the requirements for it shall be set out, and information on the subdivision of the subject-matter of the Contract shall be given in the Specific Conditions of Contract and, where appropriate, in the Annexes to the Conditions of Contract. Where the procurement is subdivided into lots, the tenders submitted by the suppliers shall be received and evaluated separately for each lot.
  2. A supplier may submit only one tender or, where the special conditions of contract indicate that the subject-matter of the contract is divided into lots for each of which a separate contract is to be awarded, the supplier may submit to the contracting authority a single tender for one, several, or all of the lots, as the contracting authority may specify in the special conditions of contract.

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

* 1. The contact details of the contracting entity's civil servants or employees, or of the members of the Commission, who are empowered to communicate directly with suppliers and to receive communications from them (other than through intermediaries) in connection with the procurement procedure are given in the notice.
  2. The Conditions of Contract and any clarifications and additions thereto are published on the CVP IS at <https://pirkimai.eviesiejipirkimai.lt>. The contracting entity shall not provide suppliers with a paper version of the contract documents. Suppliers shall carefully monitor the explanations and supplements to the Purchasing Documents posted on the CVP IS and the notifications received through the CVP IS.
  3. Participation in the procurement and submission of tenders is restricted to providers registered on the CVP IS. Suppliers may register with the CVP IS at <https://pirkimai.eviesiejipirkimai.lt/>.
  4. Communication and exchange of information between the contracting entity and the suppliers shall take place through the use of the CVP IS tools, with the exception of:
     1. in the event of a mobilisation, war or state of emergency, if there are irregularities in the CVP IS which prevent the communication and exchange of information between the contracting entity and the supplier using the CVP IS;
     2. where the nature of the contract requires the contracting entity to use specific information system tools and equipment which are not in general use.
  5. Communication and exchange of information between the contracting entity and the supplier may take place outside the CVP IS when contracts are signed or terminated, performed and modified.
  6. Tenders shall be submitted by means of the CVP IS, using the 'Tender Box'. Instructions on how to submit a bid are published on the Public Procurement Service's website[[1]](#footnote-1) .
  7. Tenders submitted by means of CVP-IS correspondence without complying with the submission procedure set out in point 4.5 of the General Conditions of Contract and/or the Specific Conditions of Contract will be deemed not to have been received and will not be evaluated. Tenders not submitted by means of CVP IS (e.g. in paper envelopes) will be returned to the suppliers, will be considered as not received and will not be evaluated.

# Explanations and clarifications of the Purchase Conditions

* 1. Suppliers may, by the means and within the time limits set out in Section 4 "Means of communication and exchange of information between the Procuring Entity and the suppliers" of the General Conditions of Contract and in the Annex to the Conditions of Contract "Time Limits", request the Procuring Entity to clarify or revise the terms of the Purchase .
  2. Suppliers must be proactive and ask questions or request clarifications immediately after examining the contract documents, taking into account the limited time limit for questions and requests. Explanations and clarifications of the procurement documents shall be published by means of the CVP IS and sent to the supplier who has made the request and to all suppliers who have joined the procurement, without disclosing the identity of the supplier who made the request. Where clarifications or adaptations are provided at the initiative of the contracting entity, they shall be published by means of the CVP IS and communicated to the suppliers participating in the procurement. Before submitting a tender, the supplier is advised to check whether the contracting entity has published any explanations or clarifications to the contract documents and, if so, to check whether the previously submitted tender complies with the latest published requirements and whether the tender needs to be revised.
  3. If the contracting entity fails to provide clarifications or revisions by the deadline specified in the Annex to the Conditions of Purchase "Time limits" (after the supplier has made a timely request for clarification or revision), the deadline for submission of tenders shall be postponed for a period not less than the delay in submitting them.
  4. The contracting entity may, on its own initiative, clarify (revise) the Conditions of Purchase at any time before the deadline for the submission of tenders. Depending on the nature of such clarification/revision, the contracting entity will decide whether to postpone the deadline for submission of tenders. In the event of a revision of the information published in the notice, the contracting entity will revise the notice and, if necessary, extend the time limit for the submission of tenders for a period of time that meets the criterion of reasonableness.
  5. Where meetings with suppliers are foreseen to clarify the Purchase Conditions and/or to inspect the subject-matter of the contract, the details and the procedure for such meetings shall be set out in the Specific Conditions.

# Grounds for excluding suppliers

* 1. The requirements regarding the absence of grounds for exclusion of the supplier and, where applicable, of subcontractors and the documentation supporting their absence are specified in the Specific Conditions and/or in the Annexes to the Purchase Conditions.
  2. The contracting entity shall exclude a supplier from the procurement procedure at any stage of the procurement procedure if it appears that, by reason of its acts or omissions before or during the procurement procedure, the supplier fulfils at least one of the grounds for exclusion set out in the Conditions of Purchase.
  3. The contracting entity shall exclude a supplier from the procurement procedure on the grounds for exclusion referred to in Article 46(4) and (6) of the TUE and set out in the TUE, also where it has conclusive evidence that the supplier is established or is participating in the procurement in place of another person, in order to avoid the application of the grounds for exclusion referred to in Article 46(4) and (6) of the TUE.
  4. The contracting entity shall also check whether the entities whose capacities the supplier intends to rely on do not give rise to the grounds for exclusion set out in the T&C. If an economic operator is subject to at least one of the grounds for exclusion set out in the Conditions of Contract, the contracting entity shall require, within a time limit to be determined by the contracting entity, that it be replaced by another economic operator that is not subject to any of the grounds for exclusion. The provisions of this clause shall also apply to subcontractors where the Conditions of Contract stipulate that the grounds for exclusion apply to them.
  5. Notwithstanding the provisions of clauses 6.2 and 6.3, a supplier shall not be excluded from the procurement in the cases set out in Article 46(3) and (10) of the Public Procurement Law (taking into account the provisions of Article 46(11) and (12) of the Public Procurement Law), and where, in accordance with Article 46(8) of the Public Procurement Law, in the course of the evaluation of the supplier's reliability, the contracting entity has taken a decision that the exclusion of the supplier would be disproportionate to the supplier's conduct being evaluated or the contracting entity has taken a decision that, where the grounds for exclusion are determined in accordance with point (7)(c) of Article 46(4) of the Public Procurement Law, there would be a significant impediment of competition. Information published in accordance with Articles 52 and 91 of the Public Procurement Law may be taken into account when deciding on the exclusion of a supplier from the procurement procedure on the grounds for exclusion referred to in point 6.3.

# Supplier qualification requirements and required standard for quality and environmental management systems i

* 1. In the case of qualification requirements and/or requirements for compliance with quality management system and/or environmental management system standards imposed on suppliers, and the documents supporting their compliance, these are specified in the Specific Conditions and/or in the Annexes to the Conditions of Contract.
  2. If the supplier's qualifications as regards the right to pursue the activity in question have not been checked or have not been checked in full, the supplier shall undertake to the contracting entity, when submitting its tender, that the contract will be performed only by persons qualified to pursue the activity in question.
  3. If the economic operator on whose behalf the supplier relies does not meet the qualification requirements, the contracting entity will require the replacement of the qualified economic operator within a time limit set by the contracting authority.

# Reserved right to participate in the procurement

* 1. This Chapter shall apply where the contracting entity reserves the right to participate in the procurement to the suppliers specified in the special conditions.
  2. **If the contracting entity reserves the right to participate in the procurement to the suppliers referred to in Article 35 of the DB**, only:
     1. suppliers employing more than 50 per cent of the annual average number of employees on the lists of that supplier who are serving custodial, fixed-term and life sentences;
     2. suppliers whose participants are health care institutions employing at least 50 % of the annual average number of patients on that supplier's roster on an occupational therapy basis;
     3. suppliers whose employees participate in active labour market policy measures provided for in the Law on Employment of the Republic of Lithuania or in a similar legal act of another State, provided that at least 50 % of the annual average number of employees on that supplier's lists are persons who are additionally supported on the labour market.
  3. The supplier may use only such subcontractors for the performance of the contract and may rely only on the capacities of economic operators having the status specified in point 8.2.
  4. The supplier must prove that it, the economic operators on whose behalf it relies and/or the subcontractors it uses have the status referred to in clause 8.2, by means of a document issued by a competent authority or a declaration certified by the supplier.
  5. The supplier, the economic operators on whose behalf the supplier relies and the subcontractors used must maintain the status referred to in point 8.2 throughout the period of participation in the procurement and performance of the contract.
  6. **If the contracting entity reserves the right to participate in the procurement to the suppliers referred to in Article 36 of the IR**, only undertakings fulfilling all these requirements may participate in the procurement:
     1. its purpose must be the provision of public services related to health, social, cultural services, for which the CPIH 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, from 85000000-9 to 85323000-9, 92500000-6, 92600000-7, 98133000-4, 98133110-8;
     2. its profits can be used only for the company's operational purposes. Profits can only be distributed or redistributed on the basis of participation factors;
     3. its governance or shareholder structure is based on the principles of employee ownership or participation in the management of the enterprise or requires the active participation of employees, service users or stakeholders in the management of the enterprise;
     4. the contracting entity has not awarded a contract to that undertaking in accordance with the requirements laid down in this Article within the last three (3) years.
  7. The supplier may rely solely on the capacities of such economic operators and/or use only subcontractors for the performance of the contract suppliers having the status specified in this Chapter.
  8. The supplier must justify that it, the economic operators on whose behalf it relies and/or the subcontractors it uses comply with the requirements set out in this Chapter: the declaration of the EQSD at the time of the submission of the tender, and a declaration certified by the supplier to be submitted by the supplier who submits the most economically advantageous tender.
  9. The supplier and the subcontractors (if any) must comply with the requirements set out in this Chapter throughout the period of participation and performance of the contract.

# Procedures for submission of the EDPS and means of validating the information contained in the EDPS

* 1. The supplier must submit, when submitting its tender, the EQSD, a relevant declaration replacing the documents issued by the competent authorities and providing preliminary evidence that the supplier and the economic operators on whose capacity it relies in accordance with Article 62 of the IR comply with the requirements set out in the contract documents in accordance with Articles 46, 47, 48 of the IR as regards the absence of exclusion grounds, the requirements as regards qualification (where applicable), the requirements as regards the compliance with the standards of the quality management system (if applicable) and/or the standards of the environmental management system (where applicable), as applicable, as set out in the procurement documents (hereinafter referred to collectively as 'the Requirements').
  2. A separate EBVPD shall be completed by:
     1. supplier;
     2. each member of the supplier group (if the proposal is submitted by a supplier group);
     3. any economic operator where the supplier relies on its capacities in accordance with Article 62 of the IR;
     4. subcontractors known at the time of the submission of the tender (if the contracting entity lays down requirements on the grounds for excluding subcontractors).
     5. natural persons whom the supplier intends to employ in the event of the award of the contract and on whose capacity the supplier relies in accordance with Article 62 of the IR (quasi-suppliers) (where the contracting entity lays down requirements for the exclusion of the natural persons on whose qualification the supplier relies and whom the supplier intends to employ in the event of the award of the contract).
     6. The EDPS is completed by uploading it to the website <http://ebvpd.eviesiejipirkimai.lt/espd-web/>. When completing the EADPD, the Supplier must select 'Open' in the *'Type of procedure'* field. When submitting a tender by means of the CVP IS, the supplier must enclose this completed and signed (except if the full tender is signed by a person authorised to sign the CVP IS by an electronic signature) CVPD together with the other documents of the tender (in the section 'Attached documents' of the submission of the tender).
  3. Documents supporting the information specified in the SWD shall not be submitted with the proposal.
  4. The contracting entity may, at any time during the procurement procedure, request the tenderers to provide all or part of the documents attesting to the absence of grounds for exclusion, to the fulfilment of the qualification requirements (where applicable) and, where applicable, to the standards of the quality management system and/or the environmental management system, where this is necessary to ensure the proper performance of the procurement procedure.
  5. The contracting entity shall, after having evaluated the EBPD, take a decision on the conformity of each tenderer submitting a tender and shall inform each of them in writing, within the time limit set out in the Annex to the Conditions of Contract 'Time limits', of the results of this examination, giving reasons for the decisions taken. Only those tenderers that meet the requirements of the contracting entity's EBPPD shall be eligible to participate in the subsequent procurement procedures.
  6. Before determining the successful tender, the contracting entity will require the supplier submitting the most economically advantageous tender to provide up-to-date documentation confirming its compliance with the requirements of the CEQSD, that the supplier (the economic operators on whose behalf the supplier relies and the sub-suppliers, where applicable) does not meet the exclusion ground(s) and that the supplier meets the qualification requirements (where applicable), and, where applicable, the requirements concerning the standards of the quality management system and the environmental management system.
  7. The contracting entity does not require documents if it:
     1. shall have access to those documents or information directly and free of charge by accessing the national database in any Member State or by means of the CVP IS;
     2. they already have these documents from previous procurement procedures.
  8. If that supplier has not provided, within the time limit set by the contracting entity, the documents demonstrating its eligibility or, at the request of the contracting entity, has not corrected the inaccurate or incomplete information supplied concerning its eligibility, or if it does not comply with the requirements, its tender shall be rejected, and the documents demonstrating the eligibility of the next supplier below the supplier whose tender was evaluated as the most economically advantageous shall be examined.
  9. If the supplier is unable to provide the documents necessary to prove the absence of the grounds for exclusion set out in the Special Conditions of Contract pursuant to Article 46(1) and (3) of the Public Contract Law and in point 9 of Annex 3, on the grounds that they are not issued in the Member State or country concerned or that the documents issued in that country do not cover all the issues raised, they may be replaced:
     1. declaration of oath;
     2. an official declaration from the supplier, if the country does not use a sworn declaration. 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 in the supplier's country of origin or in the country in which the supplier is registered.
  10. The contracting entity shall have the right to require that documents issued in the country of the foreign supplier certifying the supplier's eligibility be legalised in accordance with the Schedule of Procedures for the Legalisation of Documents and Certification by *Apostille* approved by the Government of the Republic of Lithuania in 2006. The supplier shall comply with the procedures laid down in the Apostille Regulations of the Government of the Republic of Lithuania, in accordance with Resolution No 1079 of 30 October 2006, and the Hague Convention of 5 October 1961 on the Abolition of Legalisation of Documents Issued in Foreign Countries, unless the document is exempted from the legalisation and/or *Apostille* under the international treaties of the Republic of Lithuania or the legal acts of the European Union.

# Drawing on the capacities of economic operators

* 1. A supplier may rely on the capacities of other economic operators in accordance with Article 62 of the IR to meet the qualification requirements set out in the T&Cs (where applicable), irrespective of the legal nature of the relationship with those economic operators. These economic operators include natural persons who, in the event of the award of the contract, will be employed by the supplier or by the economic operator it uses (quasi-suppliers).
  2. A supplier wishing to rely on the capacities of other economic operators must indicate them in the tender and provide documentation demonstrating that the resources of the economic operator whose capacities it relies on will be available to the supplier throughout the performance of the contract. The contracting entity shall accept from the supplier any means of proof to that effect when verifying that the supplier will have access to the resources of the other economic operators on whose behalf it relies. A supplier which has not indicated that it relies on the capacities (qualifications) of other economic operators, but does not itself meet the qualification requirements (if applicable) set out in the specific conditions of the contract, shall not be entitled to use (designate) new operators to meet the qualification requirements after the deadline for the submission of tenders.
  3. Different suppliers may rely on the capacities of the same economic operators, but this cannot lead to prohibited agreements.
  4. A group of suppliers may rely on the capacities of members of the group or of other economic operators, subject to the conditions set out in this Chapter of the General Conditions of Contract.
  5. If the supplier relies on the capacities of economic operators, taking into account the economic and financial capacity requirements laid down in the specific conditions of the contract (if applicable), the supplier and the economic operators whose capacities are relied on must be jointly and severally liable for the performance of the contract (unless otherwise provided in the specific conditions of the contract).

# Use of subcontractors

* 1. The supplier must indicate in his tender for which part of the contract and which sub-suppliers, if any, are known at the time of the submission of the tender, he intends to use.
  2. Different suppliers may use the same sub-suppliers, but this cannot lead to prohibited agreements.
  3. After the award of the contract, but no later than the start of performance of the contract, the successful supplier shall undertake to inform the contracting entity of the names, contact details and representatives of the subcontractors known at the time. The contracting entity shall also require the supplier to inform it of any changes to the above information throughout the performance of the contract, as well as of any new subcontractors it intends to use at a later stage.
  4. Where the requirements of the Special Conditions and/or the Annexes to the Conditions of Purchase verify the absence of grounds for the exclusion of a subcontractor referred to in Article 46 of the Public Procurement Law, the information on new subcontractors shall be accompanied by documents confirming the absence of grounds for exclusion of a subcontractor. In such a case, if the situation of the subcontractor fulfils at least one of the grounds for exclusion of a subcontractor set out in the Conditions of Purchase, the contracting entity shall require the supplier to replace the said subcontractor with a compliant (non-excluded) one within a time limit set by the contracting entity.

# Participation of the supplier group

* 1. A group of suppliers may submit a tender. A group of suppliers submitting a tender must submit a copy of the Joint Undertaking Agreement with the tender. The Joint Undertaking Agreement must state:
     1. the composition of the supplier group and the obligations of each participant in the supplier group in the performance of the contract to be awarded to the contracting entity;
     2. joint and several liability of each member of the group of suppliers, individually and jointly, for non-performance of its obligations and commitments to the contracting entity (irrespective of their contribution under the joint operating agreement);
     3. which participant in the contract is authorised to submit a tender on behalf of the group of suppliers and, if the contract is successful, to sign the contract with the contracting entity, to issue invoices for payment (payments will be made to only one of the participants in the joint agreement), to sign the documents relating to the performance of the contract (authorised participant), etc.
  2. Unless otherwise specified in the specific conditions of the contract, the contracting entity shall not require that the tender submitted by a group of suppliers be awarded the contract and that the group of suppliers take on a particular legal form when the tender is successful and the contract is offered for award.
  3. A supplier submitting a tender independently or as a member of a group of suppliers shall not be precluded from being a sub-supplier of another supplier or an economic operator whose capacities are relied upon by another supplier in the same procurement.

# Requirements for the preparation and submission of proposals

* 1. The tender must be prepared and submitted in accordance with the requirements of the Conditions of Purchase and the Annexes to the Conditions of Purchase, using the tender form. Unless otherwise specified in the specific conditions of the contract, tenderers must submit their tender and the documents submitted with it, and all the components of the tender, in electronic form (either directly formatted by electronic means or by submitting digital copies of the documents), using the CVP-IS tools.
  2. The tender must be submitted before the expiry of the time limit for the submission of tenders specified in the notice or, if the time limit for the submission of tenders specified in the notice has been extended, before the expiry of the extended time limit. The contracting entity shall not be liable for tenders not received or received late as a result of the supplier's communications and telecommunications facilities, malfunctions of the CVP IS or other unforeseen circumstances. In this context, suppliers are encouraged to prepare their bids in such a way as to allow sufficient time for their timely and proper submission. Proposals received after the deadline for the submission of proposals will not be evaluated. In the event of a malfunction of the Central *Public Procurement* Information System, the suppliers shall take the actions provided for in *the Guidelines 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 tender which information in the tender is **confidential**, in accordance with Article 32 of the IR. If such information is not indicated in the tender, then any information contained in the tender submitted will be deemed to be non-confidential. The characteristics of the tender to be taken into account in the evaluation of tenders, as well as the information referred to in Article 32(2) of the IR, shall not be considered as confidential information. If the contracting entity 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 does not provide such evidence within the time limit set by the contracting entity (which may not be less than 3 working days), or does not provide reasoned arguments and/or evidence that the information is justified in being designated as confidential, the information will be deemed to be non-confidential. Upon receipt of a request from a supplier participating in the procurement for access to the supplier's tender containing confidential information, the procuring entity will provide such information as is necessary for the supplier to decide on the need to protect its legitimate interests (on a case by case basis). Before providing such information, the contracting entity will inform the supplier that has indicated the confidential information in its tender of its intention to do so.

* 1. The calculation of the price must take into account the full scope and requirements of the subject-matter of the contract as specified in the Purchase Documents, the components of the price, etc. VAT shall be indicated separately. If the Bidder is not subject to VAT, it shall indicate this in the Bid, stating the legal basis. The Bidder shall assess whether it will not become subject to VAT during the performance of the contract. If the Bidder will become subject to VAT during the performance of the Contract, the Bidder shall indicate the price including VAT. The prices of the tenders will be evaluated and compared inclusive of all taxes, including VAT. The contracting entity must itself pay VAT to the State budget on the purchase of the subject-matter of the contract, which shall be included in the price of the tender (if the tenderer did not include it when submitting the tender, it shall be added by the contracting entity itself for the purposes of comparison of tenders). The tender price must include all taxes and all other direct and indirect costs and charges incurred and/or likely to be incurred by the tenderer in relation to the subject-matter of the contract (except where it is expressly stated in the Procurement Documents that certain specific costs are not to be included in the contract price).
  2. The tender shall be valid for the period of time specified by the supplier in the tender, but not less than the period specified in the Annex to the Purchase Conditions, "Time limits". If the Bid does not specify a period of validity, the Bid shall be deemed to be valid for the period specified in the Purchase Conditions.
  3. The contracting entity shall have the right to request suppliers to extend the validity of their tenders until a specified time limit.
  4. Before the deadline for the submission of tenders has expired, the supplier shall have the right to modify or withdraw its tender by means of the CVP-IS, without losing its right to a security for the validity of the tender (if such security is required). In order to resubmit a cancelled and modified tender, the supplier must resubmit it. In order to withdraw or modify a tender, the supplier shall click on 'Withdraw tender' in the tender window of the CVP IS. After the deadline for the submission of tenders has expired, any such modification or notification that the tender has been withdrawn will not be recognised as valid.
  5. A supplier submitting a tender on its own or as a member of a group of economic operators shall not be precluded from being a subcontractor of another supplier or an economic operator whose capacities are relied upon by another supplier in the same procurement.
  6. Unless otherwise specified in the Special Conditions and in the Annexes to the Purchase Conditions, the proposal must be in Lithuanian. If the documents submitted with the tender cannot be submitted in Lithuanian (except for those requested in the Technical Specification), they must be submitted in the original language, accompanied by a translation into Lithuanian (the translation must be certified by the signature of the person who made the translation). The contracting entity shall specify in the special conditions whether, in the event of doubts as to 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 the document certified by the signature of the translator and the stamp of the translation agency (if any), and/or will require that the signature of the translator be notarised.
  7. The price of the offer shall be in euros. If the prices are quoted in a foreign currency, they will have to be converted into euro in accordance with the indicative euro/foreign exchange rate published by the European Central Bank, and, in cases where the indicative euro/foreign exchange rate is not published by the European Central Bank, in accordance with the indicative euro/foreign exchange rate determined and published by the Bank of Lithuania on the day of submission of the tender.

# Encryption of offers

* 1. The proposal submitted by the supplier may be encrypted.
  2. **Where the contracting entity will evaluate tenders on the basis of price or price/cost/quality ratio and the technical characteristics of the tender it chooses to evaluate are quantifiable** (the **tender is required to be submitted in 1 envelope**), a supplier who chooses to submit an encrypted tender must:
     1. submit an encrypted tender by means of the CVP IS **before the deadline for the submission of tenders** (the entire tender or the tender document containing the price and/or costs of the tender shall be encrypted. Instructions on how to encrypt the supplier's bid can be found at [**HERE**](https://vpt.lrv.lt/uploads/vpt/documents/files/uzsifravimo_instrukcija.pdf)**[[2]](#footnote-2)**.
     2. **within 45 minutes of the deadline for the submission of tenders,** provide a password **by means of CVP IS correspondence,** which will enable the contracting entity to decrypt the tender submitted. In the event of technical problems with the CVP IS, where the supplier is unable to provide the password via the CVP IS correspondence tool, the supplier has the right to provide the password by any other means of his choice: the contracting entity's official e-mail, fax or in writing. In this case, the supplier should be proactive in making sure that the password provided has reached the addressee in time (for example, by contacting the contracting entity by its official telephone number and/or by other means).

14.3 Where a tender is submitted in a single envelope, if the supplier has encrypted the entire tender and has not provided (through no fault of his own) a password before the start of the initial consultation procedure (meeting), or if he has provided an incorrect password which has prevented the contracting entity from decrypting the tender, the tender shall be deemed not to have been submitted and shall not be evaluated. If, in the above case, the supplier has only encrypted the tender document containing the price and/or costs of the tender, and has submitted the other tender documents unencrypted, the contracting entity shall reject the supplier's tender as not complying with the requirements laid down in the contract documents (supplier has not submitted the price and/or costs of the tender) .

14.4 **Where the procuring entity will evaluate tenders on the basis of price or cost/quality and the technical characteristics of the tender it chooses to evaluate are not quantifiable** (the **tender is required to be submitted in 2 envelopes), the supplier's tender document indicating the price/cost of the tender (second envelope) may be encrypted.** If the supplier chooses to submit an encrypted document, it must:

* + 1. submit a proposal by means of the CVP IS **before the deadline for the submission of tenders**, with an encrypted document indicating the price of the tender (both parts of the proposal shall be submitted in separate envelopes by the deadline, one for the technical details and other information and documents of the proposal and the other for the price), but only the document indicating the price and/or costs of the proposal **(second envelope)** shall be encrypted.
    2. **before the start of the procedure/meeting for access to the parts of the tenders indicating the price and/or costs (the time of which will be communicated to the suppliers by the contracting entity after the evaluation of the technical part of the tenders), to** provide**, by means of the CVP-IS correspondence,** the password with which the contracting entity will be able to decrypt the submitted document indicating the price of the tender. In the event of technical problems with the CVP IS, where the supplier is unable to provide the password via the CVP IS correspondence tool, the supplier has the right to provide the password by any other means of his choice: the contracting entity's official e-mail, fax or in writing. In this case, the supplier should be proactive in making sure that the password provided has reached the addressee in time (for example, by contacting the contracting entity by its official telephone number and/or by other means).
  1. In the case of a tender submitted in two envelopes, if the supplier fails to provide a password (for his own fault), or if he provides an incorrect password, before the opening of the procedure/meeting for the examination of the parts of the tenders containing the price/costs (the second envelope), the supplier's tender is rejected as not complying with the requirements laid down in the contract documents (the supplier has not submitted a tender price and/or costs).

# Familiarisation with the proposals

* 1. Where the procuring entity will evaluate tenders on the basis of price (the **tender is required to be submitted in 1 envelope**), the initial consultation of tenders received by means of the CVP-IS shall start on the date set out in the Annex to the Conditions of Purchase "Time limits".
  2. Suppliers and/or their authorised representatives shall not be present during the examination of tenders submitted by electronic means. Information on the tenderers and the prices quoted in their tenders will be made available to the tenderers after the decision on the successful tender has been taken.

# Electronic auction

* 1. Where the contracting entity envisages the use of an electronic auction, it shall lay down the conditions and procedures for its use in the special conditions of contract.

# Evaluation of proposals

* 1. The criteria and conditions for the evaluation of tenders are set out in Annex 6 (7) of the Specific Procurement Conditions  .

# Grounds for rejection of tenders

18.1 The grounds and conditions for the rejection of tenders are set out in Annex 6 (Seventh) to the Special Conditions of Contract.

# Ranking of tenders and determination of the successful tenderer

* 1. After examining, evaluating and comparing the tenders submitted, the contracting entity shall determine the rank order of the tenders (except where a tender is invited, or a tender is submitted, or the evaluation of the tenders has left only one supplier) in which it shall include the tenders which have not been rejected, and shall determine the successful tender and take the decision on the contract award.
  2. The ranking of tenders shall be determined in descending order of cost-effectiveness. Where the economic viability of several tenders submitted is the same, the supplier whose tender is submitted earliest by means of the CVP-IS shall be placed first in the ranking list.
  3. Before determining the successful tender, the contracting entity shall require the supplier submitting the most economically advantageous tender to provide relevant documents confirming the absence of the grounds for exclusion referred to in the Conditions of Contract, demonstrating compliance with the qualification requirements set out in the Conditions of Contract (where applicable), and, if applicable, proving its compliance with the standards of the quality management system and/or the environmental management system, unless these have been requested and assessed at earlier stages of the procurement procedure and are still relevant, and unless the Conditions of Contract do not require these documents. The contracting entity shall also assess whether the tender of the supplier submitting the most economically advantageous tender should be rejected on other grounds.
  4. If only one supplier has submitted a tender and its tender has not been rejected in accordance with the provisions of these Conditions of Contract, no ranking shall be established and that tender shall be deemed to be the successful tender.

# Information on the outcome of procurement procedures

* 1. The contracting entity shall inform the suppliers and candidates of the outcome of the procurement procedure by means of the CVP IS, in accordance with the provisions of Article 68 of the IR, no later than 3 (three) working days after the ranking of the tenders and the identification of the successful tender.
  2. Interested tenderers may request the contracting entity to submit the successful tender from the date on which the notification of the decision to award the contract is made to the tenderers until the end of the period of grace. In such a case, the time limit laid down in Article 108(1) of the IR and the standstill period shall be extended for an additional period starting from the date on which the interested tenderer's request to submit the successful tender is submitted to the contracting entity and ending with the date on which the tender is submitted to the interested tenderer. If the successful tenderer's tender is submitted on the same day as the request, the time limit set out in Article 108(1) of the IR shall be extended by 1 (one) working day. The procuring entity may make the successful tender available to interested tenderers by providing the information referred to in point 20.1.

# Contract conclusion

* 1. The contract shall be awarded to the supplier whose tender has been declared the successful tender in accordance with the procedure laid down in the Conditions of Contract, or, if the procurement is divided into lots, to the suppliers whose tenders have been declared the successful tenderers (the contracting entity may decide to award a single contract for the lots for which the same supplier has been declared successful).
  2. The contract shall be concluded immediately, but not before the expiry of the standstill period set out in the Schedule to the Conditions of Contract "Time Limits", except where it may be waived in accordance with the provisions of the Contract Procedure. The contracting entity may not conclude the contract earlier than 10 (ten) days (or, in the case of simplified procurement, earlier than 5 (five) working days) after the date of dispatch of the written notification of its decision to the tenderer who has submitted the complaint, to the interested candidates and to the interested tenderers, and, if the notification was not sent electronically, after 15 (fifteen) days. The contracting entity may not conclude the contract after receiving a copy of the supplier's request or of the claim before the court before the expiry of the standstill period set out in the Annex "Time limits" to the Conditions of Contract or the time limits referred to in Articles 109(2), 111(2)(3), 111(2)(3) and 111(3)(3) and before the contracting entity has received the notification of the court:
     1. a reasoned order of the court refusing to accept the application;
     2. a reasoned court order rejecting the supplier's application for interim measures where that application was received by the court before the action was brought;
     3. the court's decision to admit the action without interim measures.
     4. The successful supplier shall be invited in writing to conclude the contract and shall be given a time limit by which it must conclude the contract.
  3. A supplier is deemed to have refused to award a contract where at least one of the following applies:
     1. the supplier refuses in writing to conclude it;
     2. fails to provide a performance security by the deadline set;
     3. fails to sign the contract by the time specified by the contracting entity;
     4. refuses to conclude the contract on the terms and conditions set out in the GPI and the T&Cs;
     5. the group of suppliers whose tender is declared successful does not set up a legal entity, where this is a requirement of the specific conditions of the contract.
  4. If the successful supplier refuses to conclude the contract, or if it fails to provide, by the deadline specified by the contracting entity, the document confirming the performance security provided for in the Purchase Conditions, or if it fails to comply with the other conditions for entry into force of the contract laid down in Annex 11 (eleventh) to the Purchase Conditions, "Draft Contract", the contract shall be offered for award to the supplier whose tender, according to the established order of the tenders, is the first after the one which refused to conclude the contract, or which has failed to provide a performance security, or which fails to meet the conditions for entry into force of the contract. Before proposing to award a contract, the contracting entity shall request from that supplier the relevant documents confirming the information referred to in the EBPPD, if they have not been requested and evaluated at earlier stages of the procurement procedure and/or are not required by the contract documents in accordance with the contract documents and shall assess whether its tender should be rejected on other grounds.
  5. The contract may not modify the price of the successful supplier's tender or any other terms and conditions. The contracting entity shall not award the contract to the supplier submitting the most economically advantageous tender if it appears that its tender does not comply with the environmental, social and labour law obligations referred to in Article 17(2)(2) of the Public Procurement Law. In that case, the tender shall be rejected.
  6. The contracting entity shall publish the successful tender, the awarded contract and amendments thereto, except for information subject to the requirements for the protection of confidential information referred to in Article 32(5) of the PI, or the disclosure of which would be contrary to the legislation governing the protection of information and data or to the public interest, or which would harm the legitimate commercial interests of a particular supplier, or would have a negative impact on competition between suppliers, in the CVP IS no later than 15 (fifteen) days after the date of award of the contract or amendments thereto, and at the latest before the start of the first payment under it. The contracting entity shall publish information on contracts awarded orally in the CVP IS at the latest 15 (fifteen) calendar days after the end of the quarter in which the contracts were concluded.

# Right to challenge actions or decisions taken by the contracting authority

* 1. A supplier who considers that the contracting entity has not complied with the requirements of the Contract Procedure Rules and has thereby infringed or will infringe its legitimate interests may apply to the District Court as the court of first instance, in accordance with the procedure laid down in Chapter VII of the Contract Procedure Rules.
  2. In order to challenge the decisions or actions of the contracting entity in court before the award of the contract, the supplier must first lodge a complaint electronically with the contracting entity.
  3. The time limits for lodging a complaint with the contracting entity, making a request or bringing an action before a court are laid down in Article 108 of the IR.

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1. Instructions in Lithuanian: <https://vpt.lrv.lt/uploads/vpt/documents/files/LT_versija/CVP_IS/Mokymu_medziaga/Tiekejams/Kaip_parengti_ir_pateikti_pasiulyma_CVP_IS.pdf> ,

   Instructions in English: https://vpt.lrv.lt/uploads/vpt/documents/files/EN\_version/E-Public\_Procurement/CVPIS\_How\_to\_submit\_bid.pdf [↑](#footnote-ref-1)
2. <https://vpt.lrv.lt/uploads/vpt/documents/files/uzsifravimo_instrukcija.pdf> [↑](#footnote-ref-2)