Paveikslėlis, kuriame yra žinutė

Automatiškai sugeneruotas aprašymas

APPROVED:

AB Inland Waterways Directorate

2025-03-18 By the Director-General

Order No 4S-24

**OPEN CALL FOR TENDERS**

**"ELECTRIC PUSHER"**

**SPECIAL CONDITIONS**

**Version 1**

CONTENTS

[1. General information 2](#_Toc166153114)

[2. Object of purchase 2](#_Toc166153115)

[3. Meetings with suppliers 3](#_Toc166153116)

[4. Grounds for exclusion of suppliers and qualification requirements 3](#_Toc166153117)

[5. National security requirements 3](#_Toc166153118)

[6. Specific requirements for the preparation and submission of proposals 4](#_Toc166153119)

[7. Guaranteeing the validity of the offer 5](#_Toc166153120)

[8. Electronic auction 7](#_Toc166153121)

[9. Evaluation of proposals 7](#_Toc166153122)

[10. Conclusion of the contract 7](#_Toc166153123)

[Annex 1 "Time limits" to the Purchase Conditions 13](#_Toc166153124)

[Annex 2 "Technical Specification" to the Purchase Conditions 16](#_Toc166153125)

[Annex 3 to the Purchase Conditions "Grounds for Exclusion of Suppliers" 17](#_Toc166153126)

[Annex 4 to the Conditions of Purchase "ESPD" (XML format) 28](#_Toc166153127)

[Annex 5 to the Purchase Conditions - "Qualification requirements of suppliers and required standards for quality and environmental management systems" 29](#_Toc166153128)

[Annex 6 to the Conditions of Purchase "Proposal Form" 31](#_Toc166153129)

[Annex 7 to the Conditions of Contract "Criteria and conditions for evaluating tenders" 36](#_Toc166153130)

[Annex 8 to the Conditions of Purchase "Supplier's declaration of compliance with the provisions of the Regulation for a legal entity" 40](#_Toc166153131)

[Annex 9 to the Conditions of Purchase "Supplier's declaration of compliance with the provisions of the Regulation for a natural person" 42](#_Toc166153132)

[Annex 10 to the Conditions of Purchase "Declaration of Responsible Persons" 43](#_Toc166153133)

[Annex 11 to the Conditions of Purchase "Supplier's Declaration" 45](#_Toc166153134)

[Annex 12 to the Conditions of Purchase "Draft Contract" 47](#_Toc166153135)

[Annex 13 to the Conditions of Contract "Form for ensuring the validity of the tender" 66](#_Toc166153149)

[Annex 14 to the Conditions of Purchase "Form of Performance Security" 68](#_Toc166153150)

1. General information
   1. Contracting Entity - Joint Stock Company Internal Waterways Directorate, legal entity code - 132090925, address - Raudondvario pl. 113, 47186 Kaunas , working hours - I - IV 08:00 - 17:00, V 8:00 - 15:45. The contracting entity is a VAT payer.
   2. The purchase is not being made using the centralised procurement catalogue, as there is no possibility to purchase the subject of the purchase in the CPO LT catalogue.
   3. The contracting entity does not reserve the right to participate in the procurement.
   4. Observers are not invited to attend Commission meetings.
   5. No regular indicative notice has been published.
   6. For this procurement, the contracting entity does not foresee the publication of a notice on voluntary *ex ante* transparency.
   7. The procurement shall not be subdivided into separate lots, for a total of 1 (one) lot.
   8. A supplier may submit only one tender for the whole of the subject-matter of the contract (the entire scope).
   9. The procurement does not allow alternative proposals. If a Supplier submits an alternative tender(s), its tender and the alternative tender(s) will be rejected.
   10. The General Conditions of Purchase shall form an integral part of the Conditions of this Contract.
   11. **Green Procurement.** The procurement is carried out in accordance with p. 4.4.1 of the Order of the Minister of the Environment of the Republic of Lithuania No D1-401 of 13 December 2022 "On the amendment of the Order of the Minister of the Environment of the Republic of Lithuania No D1-508 of 28 June 2011 "On the Approval of the List of the Products for which the Environmental Criteria shall be applied for the Public Procurement and Purchasing, the Environmental Criteria and the Description of the Procedure for the Application of the Environmental Criteria to be applied for the Purchase of Goods, Services and Works by Contracting Organisations and Contracting Entities".", Whereas the subject-matter of the contract is included in the list of the Commission of 24 November 2015. The contract is subject to Commission Implementing Regulation (EU) 2015/2174 (electric and resource efficient vehicles and equipment).
   12. The contracting entity shall publish the contract documents in the official Lithuanian language and in English. Explanations (clarifications) of the documents, as well as answers to suppliers' questions (before the deadline for the submission of tenders), shall be published in the official Lithuanian language and in English.
   13. If the Procurement will be subject to a verification of compliance with national security interests, the Supplier will be required to provide the necessary documentation for such a verification.
2. Object of purchase
   1. The contracting entity intends to purchase an electric pusher (1 unit).
   2. The CPC code for the purchase is 34512000-9 '*Ships and similar waterborne vehicles for the transport of persons or goods*'. The subject-matter of the contract shall not be subdivided into lots. The scope of the contract, the technical requirements for the subject-matter of the contract are set out in Annex 2 (second) to these Specific Conditions of Contract.
   3. The object to be procured shall not be subject to the cases specified in the Resolution of the Government of the Republic of Lithuania of 8 December 2021 No 1061 "On Requirements and/or Criteria for the Application of Building Information Modelling Methods".
   4. Where, in describing the subject-matter of the contract, the technical specification or other contract documents refer to a particular model or source of supply, a particular process specific to the goods or services supplied by a particular supplier, or to a trademark, patent, types, specific origin or certificates, standards, protocols, each such reference shall be deemed to be accompanied by the words "or equivalent".
   5. Where a standard, technical certificate or common technical specification (a Lithuanian standard transposing a European standard, a European Technical Assessment Approval Document, a common technical specification for information and communication technologies, an international standard) is referred to in the technical specification or in the other contract documents in order to describe the subject of the contract, other technical standardisation systems established by the European standardisation organisations, national standards, national technical certificates or national technical specifications relating to the design of works, the calculation and execution of estimates and the use of goods), each such reference shall be deemed to be accompanied by the words 'or equivalent'.
   6. The goods (including their manufacturers), services or works offered by the supplier must not pose a threat to national security (applicable if the object of the contract is covered by the Law on the Protection of Objects Important for National Security of the Republic of Lithuania).
   7. This procurement shall not be open to Suppliers and/or their Sub-suppliers, economic operators, third parties who are not registered (if the Supplier or its Sub-supplier, economic operator, third party is a natural person - permanently residing or having citizenship) in a Member State of the European Union, in a Member State of the North Atlantic Treaty Organisation or in a third country which has signed the international agreements referred to in Article 29(4) of the GI / Article 17(4) of the Public Procurement Law (applicable if the Law on the Protection of the Objects of Importance to National Security of the Republic of Lithuania is applied to the object of the procurement).
3. Meetings with suppliers
   1. The contracting entity will not hold a meeting with suppliers to clarify the contract terms.
4. Grounds for excluding suppliers and qualification requirements
   1. The requirements for the absence of exclusion grounds for suppliers, economic operators and subcontractors and the documents confirming their absence are set out in Annex 3 (third) to the Conditions of Contract.

4.2. The qualification requirements for suppliers and/or the requirements for compliance with the standards of the quality management system and/or the environmental management system, and the documents attesting their compliance, are set out in Annex 4 (Fourth) to the Specific Conditions.

1. Requirements related to national security

5.1 The provisions of Council Regulation (EU) 2022/576 of 8 April 2022 of the European Union shall apply to the procurement. The supplier (as well as all members of the group of suppliers, if the proposal is submitted by a group of suppliers, and the economic operators on whose capacity the supplier relies) shall submit a proposal together with must submit a completed declaration of (non-)compliance with the provisions of the Regulation, as set out in Annexes 8 and 9 to the Conditions of Purchase. The contracting entity shall declare that the sub-supplier or the entity whose capacities are relied upon, having established that the sub-supplier or the entity whose capacities are relied upon satisfies the conditions laid down in Article 5k of Council Regulation (EU) 2022/576 and in accordance with Article 5 of the Regulation (EU) 2022/576, as amended by Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of the restrictive measures taken by Russia in view of the actions of Russia to destabilise the situation in Ukraine, as amended, will require the Supplier to replace them with other entities that meet the requirements of the Purchase Conditions.

5.2 The contracting entity will only request supporting documents from a particular tenderer in order to verify the absence of the circumstances referred to in Council Regulation (EU) 2022/576 if its tender raises suspicions about possible compliance with the prohibitions on the award of a contract set out in Council Regulation (EU) 2022/576. By submitting a tender, the supplier declares that it is not subject to the restrictions laid down in Council Regulation (EU) 2022/576. In the event of any suspicion as to compliance with the requirements of Council Regulation (EU) 2022/576, the supplier submitting a tender undertakes to provide the supporting documents within a reasonable period of time to be determined by the contracting entity.

5.3 If the contracting entity suspects that the supplier may be subject to the restrictions laid down in Council Regulation (EU) 2022/576, the contracting entity will ask the supplier to provide documentation confirming the information in the declaration:

- for legal persons: a copy of the instruments of incorporation of the legal person, certified by the head of the legal person, an extract from the information system of participants in legal persons or an extended extract from the register of legal persons with a history, if it contains the required information, or the relevant documents from a Member State or a third country; if the contracting authority requests documents confirming the absence of the conditions referred to in the declaration, the documents from the registers provided must be issued no earlier than *180 days before the date of the deadline for the request of the contracting entity concerned*;

- for a natural person: a copy of the identity document (ID card or passport) and a copy of the authorisation to engage in the economic activity in question (e.g. business licence, certificate of individual activity, etc., if any), or the relevant documents from a Member State or third country.

5.4 In the event that the documentary evidence of the absence of the conditions set out in Council Regulation (EU) 2022/576 has been submitted with the tender, the documentary evidence must be issued *no earlier than 180 days before the date of the examination of the documents*, which *may not be earlier than the date of the award of the contract.*

5.5 The time limit does not apply to a document proving identity (identity card or passport), or a document proving authorisation to engage in a relevant economic activity, if the document was issued earlier but has a longer validity period. Such a document shall be acceptable for the duration of its validity.

5.6 If the supplier is unable to provide the documents referred to above, the supplier must give valid reasons and may provide other documents to prove eligibility. Notwithstanding the above, the contracting entity shall have the right at any time during the procurement procedure to require the submission of the document referred to in Article 51(12) of the TUE containing the required information or of several of them, if such information is not contained in one document.

5.7 The contracting entity shall be entitled to request the submission of other relevant documents, such as an extract from the JADIS Beneficiary Subsystem (JANGIS), a supplier's declaration or other documents.

5.8 The supplier must submit with the tender a free-form declaration of conformity (a model form is attached in Annex 11 to the Conditions of Contract), as well as all members of the group of suppliers, if the tender is submitted by a group of suppliers, and the economic operators on whose capacity the supplier relies. The contracting entity will reject the supplier's tender if at least one of the conditions set out in Article 58(4)1 (1) to (3) of the TUE is not met.

1. Specific requirements for the preparation and submission of proposals
   1. The supplier's signed tender, drawn up in accordance with the tender form set out in Annex 5 (Fifth) to the Conditions of Purchase, and any other documents (copies thereof) that the supplier considers necessary.
   2. Proposals shall be submitted in 1 envelope.
   3. **The Supplier's tender shall consist of a set of documents to be submitted to the CVP IS and listed below:**
      1. a tender signed by the supplier and drawn up in accordance with the tender form set out in Annex 5 (Fifth) to the Specific Tender Conditions. It is recommended that the supplier submitting a tender should refer to the guidelines "Supplier's ABC" prepared by the Public Procurement Service of the Republic of Lithuania and to the Notice as a support material for the most common mistakes made by suppliers ([ABC of a SUPPLIER/ GUIDELINES/ (2023-07-31) (lrv.lt)](https://vpt.lrv.lt/uploads/vpt/documents/files/mp/tiekejo_abc.pdf));
      2. a completed and signed ESPPD (Annex 4 (4) to the Specific Conditions of Contract). By signing the tender, the supplier also certifies the authenticity of the ESPD;
      3. document guaranteeing the validity of the tender (if required);
      4. a copy of the joint-operation agreement (if the procurement involves a group of economic operators on the basis of a joint-operation agreement);
      5. a document certifying that the person who signed the tender (if other than the supplier's manager) was authorised to sign it;
      6. where the supplier uses economic operators on whose behalf it relies, evidence that these resources will be available for the entire duration of the contractual obligations;
      7. if the supplier uses subcontractors, a declaration by the subcontractor or other document confirming his agreement to be a subcontractor in the procurement;
      8. Technical Specification - completed and signed in accordance with Annex 2 of the Specific Conditions of Contract;
      9. a declaration form completed and signed by the supplier in accordance with Annexes 8 to 11 to the tender conditions;
      10. and any other documents requested are specified in the technical specification (Annex 2 of the Specific Conditions).
   4. The proposal may be signed with a qualified electronic signature. If the supplier validates documents by means of an electronic signature rather than a physical signature, the electronic signature must comply with the requirements set out in Article 34(11)(2) and (3) of the IR. If the contracting entity has doubts as to the authenticity of the documents, it shall have the right to require the original documents. This may include:
      1. documents generated by electronic means and signed with a qualified electronic signature;
      2. digital copies of documents (documents certified by a physical signature must be signed and scanned).
   5. the tender must be drafted and correspondence between the supplier and the contracting entity must be in Lithuanian. If any of the documents submitted with the tender are not in the language (other than those requested in the technical specification) in which they are required, an accurate translation into the language requested must be provided. If the contracting entity has 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, the contracting entity shall require the submission of a translation of the document, certified by the signature of the person who carried out the translation and the stamp of the translation agency (if any).
   6. 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.
   7. All prices (and their components) quoted in the tender must be quoted to two decimal places.
2. Ensuring the validity of the offer
   1. The contracting entity requires the submission of a bid security. Security for the validity of the tender: a bank guarantee of EUR 150 000,00 (one hundred fifty thousand euro).
   2. The tender security must be certified in electronic form by a qualified electronic signature of an authorised person of the issuing organisation and submitted with the tender by means of the CVP IS. If the supplier is unable to submit the document (original) by electronic means using the CVP IS, the document (original) shall be submitted in writing (in paper form, in an envelope) to the address of the Contracting Entity before the deadline for the submission of tenders.
   3. A bank guarantee has the following requirements:
      1. the supplier must provide a completed document guaranteeing the validity of the tender in accordance with the forms for guaranteeing the validity of the tender (Annex 13 to the tender conditions);
      2. The guarantee must state the period of validity. The guarantee must be valid for at least 90 (ninety) days from the expiry of the time limit for the submission of tenders;
      3. upon receipt of a written request from the Contracting Entity, the bank providing the guarantee shall be obliged to pay to the Contracting Entity the amount of money specified in the guarantee within ten (10) working days, without requiring the Contracting Entity to substantiate its claim, provided that the Contracting Entity indicates that the amount claimed is subject to one of the conditions referred to in clause 7.5 of the Conditions of Purchase, naming that condition.
   4. The contracting entity shall waive the requirements of the document guaranteeing the validity of the tender, or return the tender security, under at least one of the following conditions:
      1. the tenders' security expires;
      2. the purchase contract enters into force;
      3. termination of the procurement procedures;
      4. the tenderer's tender has been definitively rejected, i.e. the tenderer has been notified of the rejection of its tender and the rejection of this tender cannot be challenged due to the expiry of the time-limit for appeals.
   5. The tenderer shall forfeit the security for the validity of the tender in the event of any of the following conditions:
      1. the tenderer fails to provide, before the expiry of the time limit set by the Contracting Entity, any information requested for the purpose of correcting, supplementing or clarifying the tender submitted, justifying the abnormally low price or correcting arithmetical errors, or providing information on the absence of grounds for exclusion, or supporting documents in support of the qualifications;
      2. the tenderer withdraws his tender or part of it (the subject-matter of the contract, the quantity (volume) of the contract, the proposed prices, the delivery or payment terms, other conditions specified in the tender), even though the tender will not have expired;
      3. the successful tenderer refuses to conclude the contract in accordance with the draft contract set out in these Conditions of Contract (Annex 12 to the Conditions of Contract). Failure to sign the contract by the time specified by the contracting entity shall be deemed to constitute a refusal to conclude the contract;
      4. the successful tenderer fails to lodge a performance security within 5 working days of the date of signature of the contract, or fails to provide a bank guarantee to secure the performance of the contract.
3. Electronic auction

8.1 The procuring entity will not use electronic auctioning in the procurement.

1. Evaluation of proposals

9.1 The contracting entity shall select the most economically advantageous tender on the basis of price/quality ratio. The data to be provided by the supplier in its tender, the evaluation criteria and the procedure for evaluating the data provided by the supplier are set out in Annex 7 (Seventh) to the Specific Conditions.

9.2 Only the one (1) most economically advantageous tender in the first place in the tender queue may be declared the successful tender.

1. Contract conclusion

10.1 This procurement procedure is carried out with a view to awarding a contract to the supplier whose tender is declared successful in accordance with the procedure set out in the Conditions of Purchase. The terms and conditions of the contract are set out in Annex 12 to the Conditions of Purchase: 'Draft Contract'.

10.2 The contracting entity shall provide for the possibility of direct payment to the economic operators whose capacities it relies on and to subcontractors/subcontractors.

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

Annex 1 "Time limits" to the Purchase Conditions

**TIME LIMITS FOR PROCUREMENT PROCEDURES**

|  |  |  |  |
| --- | --- | --- | --- |
| **Order No.** | **ACTION** | **DATE/NUMBER OF DAYS/TIME**  (Lithuanian time) | **NOTES** |
| 1. | Deadline for submission of tenders | Indicated in the ad | The contracting entity shall have the right to extend the time limit for the submission of tenders. |
| 2. | Initial familiarisation with tenders received via CVP IS | Starting no earlier than 45 minutes after the expiry of the time limit for the submission of tenders |  |
| 3. | A request for clarification or revision of the Conditions of Contract must be submitted by the supplier no later than: | 10 (ten) days before the deadline for submission of tenders |  |
|  | The contracting entity shall make the clarification or revision of the contract terms available to all suppliers no later than: | 6 (six) days before the deadline for submission of tenders |  |
|  | Site visits will be carried out: | NOT APPLICABLE |  |
|  | Contracting entities will hold meetings with suppliers to clarify the terms of contract | NOT APPLICABLE |  |
|  | Suppliers must provide samples of goods | NOT APPLICABLE |  |
|  | The period of validity of the tender and the term of validity of the tender security (if applicable) shall not be less than | 90 (ninety) days after the deadline for submission of tenders |  |
|  | The contracting entity shall reply to the supplier as to whether it agrees to accept the supplier's proposed documentary evidence of the validity of the tender no later than | 3 (three) working days after receipt of the request | Not applicable if no document certifying the validity of the tender is requested |
|  | The tender security shall be returned (or waived) to the tenderer within | 5 (five) working days after receipt of the request | Not applicable if no document certifying the validity of the tender is requested |
|  | The contracting entity shall inform the tenderers of the results of the evaluation of the EBPD no later than | 3 (three) working days from the date of the decision |  |
|  | The contracting entity shall notify the tenderers of the decision taken to identify the successful tender for the award of the contract no later than | 3 (three) working days from the date of the decision |  |
|  | The contracting entity shall, upon written request of the tenderer, provide it with the information set out in Article 68(2) of the Public Procurement Law no later than within | 15 (fifteen) days from the date of receipt of a written request from the tenderer |  |
|  | The supplier shall have the right to lodge a complaint with the contracting authority, make a request or bring an action before a court not later than | 10 (ten) days from the date of dispatch of the contracting authority's written notification of its decision to the suppliers, or from the date of publication of the contracting authority's decision, if the PDO does not provide for a requirement to inform the suppliers in writing of the contracting authority's decision;  15 (fifteen) days from the date of dispatch of the notice to the suppliers, unless the notice was sent by electronic means. |  |
|  | The contracting entity must examine the supplier's complaint, take a reasoned decision and notify the complaining supplier and the tenderers concerned in writing of the decision, as well as of any change in the time limits of the procurement procedure notified earlier, no later than | 6 (six) working days after receipt of the claim |  |
|  | If the Contracting Entity does not deal with the complaint submitted to it within the time limit, the supplier shall have the right to apply to the courts for a declaration of invalidity (except for the annulment of a contract) | within 15 (fifteen) days from the date on which the contracting entity was required to notify in writing the contracting entity's decision to the complaining supplier and to the tenderers concerned. |  |
|  | The contracting entity may not conclude the contract before | 10 (ten) working days from the date of dispatch of the notification of the decision to award the contract (or, if I have received a complaint, of the written notification of its decision on the complaint) from the contracting authority to the supplier who has lodged the complaint and to the tenderers concerned, and, if this notification has not been sent electronically, not earlier than 15 (fifteen) days later. |  |
|  | If the tenderer concerned requests the contracting authority to submit the successful tender | The time limit and the standstill period laid down in Article 108(1) of the IR shall be extended for an additional period starting from the date on which the interested tenderer's request to submit the successful tender is submitted to the contracting authority and ending on 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 and the period of grace shall be extended by one working day. |  |

Annex 2 "Technical Specification" to the Purchase Conditions

TECHNICAL SPECIFICATION

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| *(by the supplier or his authorised person*  *job title)* |  | *(Signature)* |  | *(Name and surname)* |

**\*This document must be signed by the head of the company or a person authorised by him/her**

Annex 3 to the Purchase Conditions "Grounds for Exclusion of Suppliers"

**GROUNDS FOR EXCLUDING SUPPLIERS**

1. The supplier (as well as all members of the group of suppliers, if the tender is submitted by a group of suppliers, and the economic operators on whose behalf the supplier relies) participating in the procurement must prove that the grounds for exclusion referred to in paragraph 9 of Annex 3 (Third) to these Conditions of Purchase do not exist.
2. When submitting a tender, the supplier must submit a completed European Common Procurement Document ("ECPD") together with a provisional confirmation that there are no grounds for exclusion from the contract on the grounds of exclusion specified. The form of the EAPD is set out in Annex 3 to these Conditions of Contract (the EAPD form is available at (<http://ebvpd.eviesiejipirkimai.lt/espd-web/>), and upon completion and downloading, shall be submitted with the tender in pdf format). Link to the instructions for completing the ESPPD - [Completion of the EBPD. Actions to be taken by the supplier when completing the ESDD (lrv.lt)](https://vpt.lrv.lt/uploads/vpt/documents/files/EBVPD%20pildymas(Tiek%C4%97jas).pdf).
3. Only the ESPD, signed electronically or physically, must be submitted with the proposal. The contracting entity shall not require the submission with the tender of documents demonstrating the absence of the grounds for exclusion referred to in point 9 of Annex 3 (Third) to these Conditions of Contract. These documents shall only be requested from the supplier submitting the most economically advantageous tender prior to the award of the successful tender. The contracting entity will inform this supplier by means of a separate notification to the CVP IS.
4. In the case of a joint tender **submitted by a group of economic operators acting in accordance with a joint activity/partnership agreement,** the supplier **must submit** with the tender an EADPD for each member of the group of economic operators individually, provisionally confirming that there are no grounds for their exclusion from the procurement on the grounds for exclusion referred to in point 9 of Annex 3 (Third) to these Conditions of Contract. Each party to the joint performance agreement must comply with the requirements for the absence of grounds for exclusion and submit an EAPD. The documents proving the absence of exclusion grounds referred to in points 1 and 2 of the table of exclusion grounds for suppliers need not be submitted with the tender.
5. Documents must be submitted in electronic form, either directly generated by electronic means or as digital copies of the original.
6. **Relying on the capacities of other economic operators**:
   1. if the supplier has indicated in the tender that it intends to rely on the capacities of other economic operators (i.e. the supplier may rely on the capacities of an economic operator in order to meet the qualification requirements set out in the Conditions of Contract), the contracting entity shall require the supplier to submit in the tender, together with the supplier's EBPD, the EBPDs of these economic operators, provisionally confirming that there are no grounds for their exclusion from the contract on the grounds of exclusion referred to in point 9 of Annex 3 (third) to these Conditions of Contract;
7. **Use of subcontractors:**
   1. if the supplier indicates in the tender that it **intends to use sub-suppliers** (such sub-suppliers are defined as third parties who fulfil the supplier's contractual obligations, but the supplier does not rely on their capacities to meet the qualification requirements, if any, set out in the Tender Conditions), the procuring entity shall not require the supplier to submit in the tender, together with the supplier's EBPD, the EBPD of these subcontractors and shall not require the submission of the documents referred to in point 9 of Annex 3 (third) to these Conditions of Purchase, as evidence of the non-existence of the grounds for exclusion of such subcontractors.
8. **If the supplier uses (will use) the means of third parties** who do not contribute directly and actively by their own actions to the contracting entity's need to acquire the subject-matter of the contract (they will not directly provide part of the services or otherwise participate directly in the performance of the contract), the supplier shall not be obliged to provide their EAPDs and the documents demonstrating the absence of grounds for exclusion of these economic operators referred to in point 9 of Annex 3 (third) to these Conditions of Contract.
9. Grounds for exclusion of a supplier and the documentation supporting their absence:

**Grounds for excluding a supplier:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Eil.**  **No.***.* | **Grounds for excluding a supplier** | **Article, paragraph, clause and part of the EBPPD form to complete** | **Documentation proving the absence of grounds for exclusion** |
| **In accordance with the provisions of Article 46(1)-(4) of the Public Procurement Law** | | | |
| 1. | **The supplier or its responsible person referred to in Article 46(2)(2) of the Public Procurement Act has been convicted of this offence:**  1) participating in, organising or directing a criminal association;  2) bribery, influence peddling, bribery;  (3) fraud, embezzlement, misappropriation, false declaration concerning the activities of a legal person, use of a credit, loan or grant not for its intended purpose or in accordance with the procedure laid down, credit fraud, false declaration of income, profits or assets, failure to submit a declaration, report or other document, fraudulent or abusive accounting, where such offences are directed against the financial interests of the European Union as defined in Article 1 of the Convention on the protection of the European Communities' financial interests;  4) criminal bankruptcy;  5) terrorist offences and offences related to terrorist activities;  6. money laundering;  7) trafficking in human beings, buying or selling a child;  (8) a criminal offence committed by a supplier from another State as defined in the legislation of other States implementing the European Union legislation listed in Article 57(1) of Directive 2014/24/EU.  **The supplier or the person responsible for the supplier shall be deemed to have been convicted of the offence referred to above where:**  1. the supplier, who is a natural person, has been the subject of a criminal conviction handed down and finalised within the last 5 years and has an unspent or unspent criminal record;  2) the manager, other member of the management or supervisory body, or other person(s) having the right to represent or control the supplier, to take a decision on its behalf, to enter into a transaction, or the person(s) having the right to draw up and sign the supplier's financial accounting documents, of the supplier, which is a legal person, another organisation or a structural subdivision of the same, has/had a conviction and a criminal record that has not been expunged or revoked within the preceding 5 years;  3) the supplier, being a legal person, another organisation or a structural subdivision thereof, has been the subject of a conviction by a court of law or, in the case of Article 46(3) of the Public Procurement Act, of a final administrative decision within the last 5 years, if such a decision is taken in accordance with the requirements of the supplier's national legislation. | **Article 46(1) of the Public Procurement Act**  Part III, points A1 to A6 of the EBPPD  Part III, point D1 of the EBPPD | To be submitted with the proposal: the **EBPPD**.  **After the EDPS verification procedure, the verification of the tenders and the selection of the potential successful tenderer, only the documents confirming the absence of grounds for exclusion are requested**.    Entities established in Lithuania are required to:   * an extract from a court decision, or * a certificate from the Department of Informatics and Communications under the Ministry of the Interior, or * a document issued by the State Enterprise Centre of Registers in accordance with the procedure established by the Government of the Republic of Lithuania, confirming the joint data processed by the competent authorities.   Entities established outside Lithuania are required to:   * a document from the relevant foreign authority.   The documents referred to above must be issued not earlier than 180 days before the date on which the potential successful tenderer must provide, at the request of the contracting entity, the documents proving that there are no grounds for exclusion.  If the document was issued earlier, but has a validity period longer than the deadline for the submission of documents proving the absence of grounds for exclusion under the CEFR, it is acceptable for the period of its validity.  **Declaration of responsible persons of the supplier** (to be completed in accordance with Annex 10. The completed and signed declaration must also be submitted by all members of the group of suppliers, if the tender is submitted by a group of suppliers, and by the economic operators on whose behalf the supplier relies.  **Remark.** *If you indicate natural persons responsible in the declaration, please provide documentation (certificates of non-conviction) confirming that the responsible persons indicated in the declaration have not been excluded on the grounds for exclusion referred to in point 1 of this table.* |
| 2. | the Supplier has been convicted of non-compliance with obligations relating to the payment of taxes, including social security contributions, in accordance with the requirements of the country in which the Supplier is registered or the country in which the Contracting Entity is located, within the meaning of Article 46(2)(1) and (3) of the Public Procurement Law, or the Contracting Entity has other evidence of non-compliance with these obligations.  **A supplier shall be deemed to have been convicted of the offence referred to above when, as a result of:**  1. the supplier, who is a natural person, has been the subject of a conviction by a court of law within the last 5 years and has an unspent or unspent criminal record;  2) the supplier, being a legal person, another organisation or a structural subdivision thereof, has been the subject of a conviction by a court of law or, in the case of Article 46(3) of the Public Procurement Act, of a final administrative decision within the last 5 years, provided that such a decision is taken in accordance with the requirements of the supplier's national legislation.  **However, this does not apply if**:  1. the supplier has an obligation to pay taxes, including social security contributions, and is therefore deemed to have already fulfilled the obligations referred to in this paragraph;  2) the amount of the arrears does not exceed €50 (fifty euros);  3. the supplier has been informed of the exact amount of his indebtedness at such a time that he has not been able, before the deadline for the submission of tenders or requests for proposals, to pay taxes, including social security contributions, to enter into a tax credit agreement or any other agreement of a similar nature for the payment of such taxes, or to take any other measures to comply with the provisions of point 1. A supplier shall not be excluded from the procurement procedure on this ground if, when requested by the contracting authority to provide relevant documents in accordance with Article 50(6) of the Public Procurement Law, the supplier demonstrates that it is already deemed to have fulfilled its obligations in relation to the payment of taxes, including social security contributions. | **Article 46(3) of the Public Procurement Act**  Part III, points B1 and B2 of the EBPPD | To be submitted with the proposal: the **EBPPD**.  **After the EDPS verification procedure, the verification of the tenders and the selection of the eventual winner, only the documents confirming the absence of grounds for exclusion are requested**.   1. For tax compliance, entities established in Lithuania are requested to:  * an extract from a court decision (if any) or a document issued by the State Tax Inspectorate under the Ministry of Finance of the Republic of Lithuania, * or a document issued by the State Enterprise Centre of Registers in accordance with the procedure established by the Government of the Republic of Lithuania, confirming the joint data processed by the competent authorities.   Entities established outside Lithuania are required to:   * a document from the relevant foreign authority.   The documents referred to above must be issued no earlier than 120 days before the date on which the potential successful tenderer will be required, at the request of the contracting entity, to provide documentary evidence of the absence of grounds for exclusion.  If the document was issued earlier, but has a validity period longer than the deadline for the submission of documents proving the absence of grounds for exclusion under the CEFR, it is acceptable for the period of its validity.  2) With regard to the fulfilment of obligations related to the payment of social security contributions, the following is requested from entities established in Lithuania:  2.1) If the supplier is a legal entity registered in the Republic of Lithuania, it is not required to provide any documents proving this requirement. The contracting entity shall independently verify the data in the national database at <http://draudejai.sodra.lt/draudeju_viesi_duomenys/>.  If, due to technical failures of the information system of the State Social Insurance Fund Board (hereinafter referred to as "Sodra"), the Commission will not be able to verify the gratuitously available data on the supplier (legal person), it will be entitled to request the supplier (legal person) to provide a document issued in accordance with the procedure established by "Sodra" or, in the Republic of Lithuania, to provide an extract from a court decision (if any) confirming compliance with this requirement. The supplier may also provide a document issued by the State Enterprise Centre of Registers in accordance with the procedure laid down by the Government of the Republic of Lithuania, confirming the joint data processed by the competent authorities;  2.2) if the Supplier is a natural person registered in the Republic of Lithuania, he shall provide a document issued by Sodra, or in the Republic of Lithuania, he shall provide an extract from a court decision (if any), or he shall provide a document issued by the State Enterprise Centre of Registers in accordance with the procedure established by the Government of the Republic of Lithuania, confirming the combined data processed by the competent institutions;  2.3) if the supplier (legal entity, natural person) is registered in a foreign country, a document issued by the competent authority of the relevant foreign country must be submitted.  The documents referred to in points 2.2 and 2.3 must be issued no earlier than 120 days before the date on which the potential successful tenderer is required to provide, at the request of the contracting entity, the documents confirming that there are no grounds for exclusion.  If the document was issued earlier, but has a validity period longer than the final date for the submission of documents proving the absence of grounds for exclusion in accordance with the CEFR, it shall be admissible for the period of its validity. |
| 3. | The supplier has entered into agreements with other suppliers aimed at **distorting competition** in the procurement and the contracting entity has conclusive evidence of this. | **Article 46(4)(1) of the Public Procurement Act**  Part III, point C10 of the EBPPD | No supporting documents are required from entities established in Lithuania. **The ESPD is sufficient.** |
| 4. | The Supplier has entered into a **conflict of interest** situation within the meaning of Article 21 of the Public Procurement Law during the procurement process and the situation cannot be remedied.  The conflict of interest situation in question shall be deemed to be irremediable if the persons involved in the conflict of interest have influenced the decisions of the Commission or of the contracting authority/entity, and a change in those decisions would be contrary to the provisions of the DB. | **Article 46(4)(2) of the Public Procurement Act**  Part III, point C12 of the EBPPD | No supporting documents are required from entities established in Lithuania. **The ESPD is sufficient.** |
| 5. | **Competition** as defined in Article 27(3) and (4) of the Public Procurement Act **has been distorted** and the situation cannot be remedied. | **Article 46(4)(3) of the Public Procurement Act**  Part III, point C13 of the EBPPD | No supporting documents are required from entities established in Lithuania. **The ESPD is sufficient.** |
| 6. | The supplier **has concealed information or has provided false information** concerning compliance with the requirements laid down in Articles 46 and 47 of the TUE during the procurement procedures and the contracting entity/entity may prove it by any lawful means, or the supplier is unable to provide the supporting documents required under Article 50 of the TUE due to the false information provided.  On this basis, a supplier shall also be excluded from the procurement procedure where, in the course of previous procedures carried out in accordance with the procedure laid down in the Public Procurement Law, the Law on Public Procurement in the Field of Defence and Security or the Law on Procurement by Contracting Entities in the Field of Water Management, Energy, Transport or Postal Services or the Law on Concessions, the supplier has concealed information or has provided false information as referred to in this point, or where the supplier, because of the provision of the false information, has been prevented from submitting the supporting documents required by Article 50 of the Law on Public Procurement, and has been excluded from the procurement procedure or the award of a concession within the previous one year.  On this basis, a supplier shall also be excluded from a procurement procedure where, in accordance with the legislation of other countries, it has withheld information or supplied false information in previous procedures, or has been prevented from producing supporting documents as a result of the supply of false information, which has led to its exclusion from the award of the contract or concession within the last one year, or to the imposition of other similar penalties. | **Article 46(4)(4) of the Public Procurement Act**  Part III, point C15 of the EBPPD | No supporting documents are required from entities established in Lithuania. **The ESPD is sufficient.**  Decisions to exclude a supplier from the procurement procedure on the grounds of exclusion referred to in this point may take into account, inter alia, information published in accordance with Article 52 of the Public Procurement Law:  https://vpt.lrv.lt/lt/nuorodos/kiti-duomenys/powerbi/melaginga-informacija-pateikusiu-tiekeju-sarasas-3/ |
| 7. | The supplier has taken unlawful steps during the procurement to **influence the** contracting authority/entity's decisions, to obtain confidential information which would give it an unfair advantage in the procurement procedure, or has provided misleading information which may materially influence the contracting authority/entity's decisions to exclude suppliers, to evaluate their qualifications, to determine the successful tenderer, and the contracting authority/entity may prove this by any lawful means. | **Article 46(4)(5) of the Public Procurement Act**  Part III, point C15 of the EBPPD | No supporting documents are required from entities established in Lithuania. **The ESPD is sufficient.** |
| 8. | The supplier has failed to perform a contract concluded in accordance with the Public Procurement Law, the Law on Public Procurement in the Field of Defence and Security or the Law on Procurement by Contracting Entities in the Field of Water Management, Energy, Transport or Postal Services, or a concession contract, or has failed to perform the contract properly, and that failure constituted a material breach of contract as defined in Article 6 of the Civil Code.217 (hereinafter referred to as "material breach of the contract"), which has led to the termination of the contract within the last 3 years or to a court decision which has been delivered and has become final within the last 3 years and which upholds the claim of the contracting authority, the contracting entity or the contracting authority for compensation for the losses suffered as a result, the supplier's performance of an essential term of the contract with serious or persistent deficiencies, or a decision of the contracting authority within the last 3 years that the supplier's performance of an essential term of the contract with serious or persistent deficiencies has been subject to a contractual sanction.  On this basis, a supplier shall also be excluded from the procurement procedure where, in accordance with the legislation of other countries, it has been established, within the last 3 years, that, in the context of a previous contract, a previous contract with a contracting entity or a previous concession contract, it has performed an essential requirement set out in the contract with serious or persistent deficiencies, with the result that that previous contract was terminated before the term of validity of the contract, or where it was the subject of an action for damages, or of other similar penalties. | **Article 46(4)(6) of the Public Procurement Act**  Part III, point C14 of the EBPPD | No supporting documents are required from entities established in Lithuania. **The ESPD is sufficient.**  Information published in accordance with Article 91 of the Public Procurement Law may be taken into account when deciding whether to exclude a supplier from the procurement procedure on the grounds of exclusion referred to in this point:  https://vpt.lrv.lt/lt/pasalinimo-pagrindai-1/nepatikimu-tiekeju-sarasas-1/  <https://vpt.lrv.lt/lt/pasalinimo-pagrindai-1/nepatikimu-koncesininku-sarasas-1/nepatikimu-koncesininku-sarasas> |
| 9. | The supplier has committed a **serious professional misconduct** which leads the contracting entity/entity to doubt the supplier's integrity, where the supplier has committed a breach of financial reporting and auditing legislation and less than one year has elapsed since the date of the breach. | **Article 46(4)(7)(a) of the Public Procurement Act**  Part III, point C11 of the EBPPD | No supporting documents are required from entities established in Lithuania. **The ESPD is sufficient.**  Decisions to exclude a supplier from the procurement procedure on the grounds of exclusion referred to in this point shall take account, inter alia, of the information available in the national database at: <https://www.registrucentras.lt/jar/p/index.php>  the information published in this information notice:  https://vpt.lrv.lt/lt/naujienos-3/finansiniu-ataskaitu-nepateikimas-gali-tapti-kliutimi-dalyvauti-viesuosiuose-pirkimuose/ |
| 10. | The Supplier has committed a **serious professional misconduct** which leads the Contracting Entity/Procuring Entity to doubt the Supplier's integrity, where the Supplier does not meet the minimum criteria of a reliable taxpayer as set out in Article 401 paragraph 1 of the Law on Tax Administration of the Republic of Lithuania. | **Article 46(4)(7)(b) of the Public Procurement Act**  Part III, point C11 of the EBPPD | No supporting documents are required from entities established in Lithuania. **The ESPD is sufficient.**  Decisions to exclude a supplier from the procurement procedure on the grounds of exclusion referred to in this point shall take account, inter alia, of the information published in the national database at https://www.vmi.lt/evmi/mokesciu-moketoju-informacija. |
| 11. | the Supplier has committed a **serious professional misconduct** which leads the Contracting Entity to doubt the Supplier's integrity, where the Supplier has committed a breach of the prohibition on the conclusion of prohibited agreements laid down in the Law on Competition of the Republic of Lithuania or in a similar legislation of another country, and the period of time elapsed from the date of the breach is less than 3 years. | **Article 46(4)(7)(c) of the Public Procurement Act**  Part III, point C11 of the EBPPD | No supporting documents are required from entities established in Lithuania. **The ESPD is sufficient.**  Decisions to exclude a supplier from the procurement procedure on the grounds of exclusion referred to in this point shall take account, inter alia, of the address in the national database:  Information available at https://kt.gov.lt/lt/atviri-duomenys/diskvalifikavimas-is-viesuju-pirkimu. |
| 12. | the Supplier has breached at least one of the environmental, social and labour law obligations referred to in Article 17(2)(2) of the Public Procurement Law, which the Contracting Entity may prove by any appropriate means. On this basis, the Contracting Entity shall exclude the supplier from the procurement procedure if less than one year has elapsed since the infringement was committed. | **Article 46(6)(1) of the Public Procurement Act**  Part III, points C1, C2, C3 of the EBPPD | No supporting documents are required from entities established in Lithuania. **The ESPD is sufficient.** |
| 13. | The supplier is insolvent, is the subject of restructuring or bankruptcy proceedings, has been declared bankrupt or is the subject of winding-up proceedings, is having its assets administered by a court or an insolvency administrator, has entered into a composition agreement (an agreement between the supplier and its creditors to continue the supplier's business where the supplier assumes certain obligations and the creditors agree to postpone, reduce or waive their claims) with its creditors, is in a suspended or restricted situation, or is in the same or a comparable situation under the law of the country in which it is incorporated.  However, in the situation defined in this point, the Contracting Entity will not exclude a supplier from the procurement procedure if the supplier provides reasonable evidence that it will be able to perform the contract adequately. | **Article 46(6)(2) of the Public Procurement Act**  Part III, points C4, C5, C6, C7, C8, C9 of the EBPPD | No supporting documents are required from entities established in Lithuania. **The ESPD is sufficient.**  The contracting entity shall independently verify the data in the national database at:  https://www.registrucentras.lt/jar/p/.  The contracting entity organisation shall have the right to request a document issued by the State Enterprise Centre of Registers in accordance with the procedure laid down by the Government of the Republic of Lithuania, confirming the joint data processed by the competent authorities. In that case, the document must be issued no earlier than 120 days before the date on which the supplier will be required, at the request of the contracting authority, to provide documentation confirming the absence of grounds for exclusion. Example: If the contracting entity has requested the supplier on 10.10.2022 to provide the documentary evidence by 14.10.2022, the documentary evidence must be issued no earlier than 120 days, counting backwards from 14.10.2022.  If the document was issued earlier, but has a validity period longer than the deadline for the submission of documents proving the absence of grounds for exclusion under the CEFR, it is acceptable for the period of its validity. |
| 14. | The supplier has committed a serious professional misconduct (other than the misconduct referred to in Article 46(4)(7) of the Public Procurement Law) which gives rise to doubts as to the supplier's integrity on the part of the contracting entity and which the contracting entity can prove by any appropriate means. On this ground, the contracting entity shall exclude the supplier from the procurement procedure if less than one year has elapsed from the date on which the infringement was committed. | **Article 46(6)(3) of the Public Procurement Act**  Part III, point C11 of the EBPPD | No supporting documents are required from entities established in Lithuania. **The ESPD is sufficient.** |
| 15. | The supplier has committed a serious professional misconduct (other than the misconduct referred to in Article 46(4)(7) of the Public Procurement Act) which gives rise to doubts as to the supplier's integrity and which the contracting authority can prove by any appropriate means. On this ground, the contracting authority shall exclude the supplier from the procurement procedure if less than one year has elapsed from the date of the infringement. | **Article 46(6)(3) of the Public Procurement Act**  Part III, point C11 of ESPD | No supporting documents are required from entities established in Lithuania, just the ESPD. |

1. If the supplier is unable to provide the documents referred to in order to prove that the grounds for exclusion provided for in Article 46(1) and (3) and (6)(2) of the TEC do not exist, either 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 matters referred to in Article 46(1) and (3) and (6)(2), they may be replaced:
   1. declaration of oath;
   2. an official declaration by the supplier, if the country does not use a sworn declaration. The official declaration must be certified by a competent legal or administrative authority, a notary public or a 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 established.
2. Documents proving the qualification requirements of foreign suppliers shall be legalised in accordance with the Description of the Procedure for Legalisation and *Apostille* of Documents, approved by the Resolution of the Government of the Republic of Lithuania No 1079 of 30 October 2006 "On the Approval of the Description of the Procedure for the Legalisation and *Apostille* of Documents", and the Hague Convention of 5 October 1961 on the Abolition of Legalisation of Foreign Documents.
3. The contracting entity may, at any time during the procurement procedure, request suppliers to provide all or part of the documents proving that the grounds for exclusion do not exist, where this is necessary to ensure the proper conduct of the procurement procedure.
4. 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, it meets at least one of the grounds for exclusion of a supplier set out in the procurement documents, except in the cases provided for in Article 46(10) of the PPL (but subject to the provisions of Article 46(11) and (12) of the PPL).
5. When deciding whether to exclude a supplier from a procurement procedure on the grounds for exclusion referred to in Article 46(4)  of the PPL, the contracting entity shall take into account whether, in the assessment of the supplier's reliability, the exclusion of the supplier is proportionate to the supplier's conduct being assessed, and, in the case of the subparagraph (c) of Article 46(4)(7) of the PPL, whether the application of this ground for exclusion of the supplier from the procedure would not result in significant restriction of competition. Information published in accordance with Articles 63 and 99 of the IR may be taken into account when deciding on the exclusion of a supplier from the procurement procedure on the grounds of exclusion referred to in Article 46(4)(4) of the PP.
6. In particular, the contracting entity shall require the type of certificates and forms of documentary evidence for which information is available on the European Commission's e-Certis information repository. Paragraph 8 of Annex 3 (Third) to these Conditions of Purchase specifies the documents to be submitted by suppliers registered in the Republic of Lithuania. For the documents to be provided by foreign suppliers, the contracting entity shall consult e-Certis at https://ec.europa.eu/tools/ecertis/.
7. The contracting entity shall not require the supplier to provide documents proving that the grounds for exclusion do not exist if the supplier:
   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, provided that the information contained in these documents is still relevant (the document was issued no more than the number of days prior to the date specified in point 8 of Annex 3 (third) to these Conditions of Purchase ).
8. The submission of digital copies of the relevant documents and the signature of the tender by the supplier's manager or his authorised representative shall constitute a declaration that the copies are true. The contracting entity reserves the right to request original documents.

Annex 4 to the Conditions of Purchase "ECPD" (XML format)

**EUROPEAN SINGLE PROCUREMENT DOCUMENT**

The "European Single Procurement Document (ESPD)" is available in xml format.

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

Annex 5 to the Purchase Conditions "Qualification requirements of suppliers and required standards for quality and environmental management systems"

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

1. The Supplier's qualification requirements shall be determined in accordance with the [Methodology for Determining the Supplier's Qualification Requirements](https://www.e-tar.lt/portal/lt/legalAct/674ebaf05d7111e79198ffdb108a3753/asr), approved by the Order of the Director of the Public Procurement Service of 29 June 2017 No 1S-105.
2. The Supplier's qualifications shall comply with the qualification requirements set out in this Annex.

| **Eil. No.** | **Qualification** requirement | **Documents proving compliance with the requirement** | **Entity to meet the requirement**  [ |
| --- | --- | --- | --- |
|  | **Technical and professional capacity** | | |
|  | The supplier has delivered within the last 5 years before the deadline for submission of the tender:  At least one vessel (pusher) with a value of at least €2,000,000 excluding VAT. | List of the main items over the last 5 years, including total amounts, dates and recipients (both public and private). This shall be accompanied by certificates from the ordering parties indicating the totals, dates and location of the goods, the recipients of the goods, and whether the goods have been properly delivered or copies of completed contracts together with transfer -acceptance acts. | In the case of a group of economic operators, the requirement must be met by all the members of the group of economic operators together (the experience of the members of the group of economic operators is aggregated), taking into account the commitments they have made.  A supplier may rely on the capacities of other economic operators only if those operators themselves will perform the part of the contract requiring their own capacities.  There is no such requirement for subcontractors.  The supplier is not precluded from relying on a contract which the supplier has not performed alone but jointly with other economic operators. However, in such a case, it is the goods delivered, the volume and the value of the goods delivered by the particular supplier participating in the procurement that must be assessed, and not the entire subject-matter of the contract. |
|  | Average annual revenue in the last 3 financial years, or, if the entity is registered later, from the date of registration or commencement of the entity's activities, of at least EUR 1,500,000. | Copies of documents or references to national databases in any Member State to which the contracting authority will have direct and free access to the documents and/or information requested:  1. a declaration, signed by the head of the economic operator and the chief accountant (bookkeeper) of the economic operator, or by another person qualified to keep the accounting records of the economic operator in accordance with the legislation, of the annual income from the activity to which the procurement relates, for the last 3 financial years, or, if the economic operator is registered or has commenced its activities in the relevant field more recently, from the time of its registration or the commencement of the activity in the area related to the procurement (if available);  2. the buyer has the right to require appropriate bank statements if the supplier's documents raise doubts about their reliability.  If the supplier is unable, for justifiable reasons, to provide the documents required by the contracting authority to prove its financial and economic capacity, it shall be entitled to provide other documents acceptable to the contracting authority. | In the case of a group of economic operators, the requirement must be met by all the members of the group of economic operators together (the experience of the members of the group of economic operators is aggregated), taking into account the commitments they have made.  The supplier may rely on the capacities of other economic operators: the requirement must be fulfilled by all of them jointly (the capacities of these economic operators may be aggregated with the supplier's capacities). The contracting authority shall require that the supplier and the economic operators whose capacities are relied on assume joint and several liability for the performance of the contract (a document (contract, etc.) shall be submitted to prove the assumption of joint and several liability in the event of the award of the contract.  There is no such requirement for subcontractors. |

Annex 6 to the Conditions of Purchase "Proposal Form"

**Coat of arms or trade mark**

**(Supplier name)**

(Legal form of the legal entity, registered office, contact details, name of the register in which the supplier's data is collected and stored, legal entity code, value added tax identification number, if the legal entity is subject to value added tax)

AB Inland Waterways Directorate

**PROPOSAL**

**FOR THE PURCHASE OF AN ELECTRIC PUSHER**

|  |  |  |
| --- | --- | --- |
|  |  | No. |
|  | *(Data)* |  |
|  |  |  |
|  | *(Place of Conclusion)* |  |

*Table 1*

|  |  |
| --- | --- |
| **Name of the supplier** (*in the case of a group of economic operators, please specify: a group of economic operators, acting on the basis of a joint operating agreement, consisting of: (specify the names of all partners)* |  |
| **Responsible partner** *(indicate the name of the responsible partner if the proposal is submitted by a group of economic operators)* |  |
| **Supplier's address** |  |
| **Company code** |  |
| **VAT payer code** |  |
| **Bank name, bank code, account number** |  |
| **Name of the person responsible for the proposal** |  |
| **Telephone number/Invoice number** |  |
| **Email address** |  |
| **Title, name and surname of the company representative who will sign the contract** |  |
| **Title, name and contact details of the person responsible for the performance of the contract** |  |

1. By this offer, we indicate that we accept all the terms and conditions set out in:
   1. in the call for tenders published on the CVP IS;
   2. in the tender conditions;
   3. other contract documents (clarifications, supplements).
2. In accordance with the terms and conditions set out in the contract documents, we submit our tender and certify that the digital copies of the documents and the data provided electronically are true.
3. We offer an object of purchase that fully meets the requirements set out in the contract documents
4. **THE PRICE OF THE PROPOSAL AND THE QUALITATIVE PARAMETERS OF THE PROPOSAL**

*Our offer price:*

*Table 2.1.*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Eil.**  **No.** | **Name of goods**  **(Indicate the manufacturer, model and/or catalogue number of the goods offered)** | **Units in Mato.** | **Suggested quantity, pcs** | **Unit rate Eur without VAT** | **Total, EUR excluding VAT** |
| 1.1. | *Electric pusher (..........................................................)* | pcs | 1 |  |  |
| ***VAT*** *(to be completed if applicable)\** | | | | |  |
| ***Tender price in EUR including VAT*** | | | | |  |

Total price of the offer including VAT (in words) - ........................... EUR.

\*\*If the "VAT" field is not filled in, the supplier shall indicate the reasons for not charging VAT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

*Qualitative parameters of the proposal:*

*Table 2.2.*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Weightings of the evaluation criteria and their parameters** | **Tagline** | **Maximum scoring value (X )max** | **Unacceptable value (X )min** | **Value proposed by the supplier (specify exact figure)** |
| Push rod speed in accordance with the requirement of paragraph 3.5 of the Technical Specification | X2 | 20,0 km/h | <10 km/h | [●] km/h |
| Pushrod draught when fully loaded (300 km with the right number of batteries) | X5 | 120,0 cm | >140 cm | [●] cm |

1. **INFORMATION ON KNOWN SUBCONTRACTORS AND THE PARTS OF THE CONTRACT TO BE SUBCONTRACTED TO THEM**

*(to be completed if the supplier uses sub-suppliers)*

*Table 3*

|  |  |  |
| --- | --- | --- |
| **Eil. No.***.* | **Name, code, address of the subcontractor** | **Description and value of the part of the contract to be subcontracted Eur** |
| 1. |  |  |
| 2. |  |  |

1. **INFORMATION ON THE ECONOMIC OPERATORS ON WHOSE CAPACITY THE SUPPLIER RELIES TO MEET THE QUALIFICATION REQUIREMENTS**

(*quasi-suppliers - natural persons to be employed in the event of the award of the contract (if applicable) shall also be indicated) (to be completed if the supplier makes use of the capacities of other economic operators in accordance with Article 49 of the Public Procurement Law)*

*Table 4*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Eil. No.** | **Name, legal entity code and address of the economic operator** | **Entity used to meet a qualification requirement** | **Description and value of the part of the contract to be subcontracted Eur** | **Evidence of the availability of the entity's resources** |
| 1. |  |  |  |  |
| 2. |  |  |  |  |

*\*\*\*This evidence may be bilateral documents signed by suppliers and other economic operators: preliminary agreements or letters of intent or other equivalent documents confirming that, if the contract is successful, the supplier will have access to the resources of other economic operators during the performance of the contract*

1. **DOCUMENTS AND CONFIDENTIAL INFORMATION\*\*\*\***

**The following documents shall be submitted with the proposal:**

*Table 5*

|  |  |  |  |
| --- | --- | --- | --- |
| **Eil. No.***.* | **Title of the document submitted**  **x** | **Confidential information contained in the document (indicate the part of the document / page containing the confidential information)** | **Justification for confidential information (explaining on what basis the document or part of the document is confidential)** |
| 1. | Supplier's declaration of requirements under Regulation (EU) 2022/576.  ***(must be provided)***  *(Annex 8 or 9 to the Purchase Conditions)* |  |  |
| 2. | Declaration of responsible persons of the supplier.  ***(must be provided)***  *(Annex 10 to the Purchase Conditions)* |  |  |
| 3. | Supplier's free-form declaration.  ***(must be provided)***  *(Annex 11 to the Purchase Conditions)* |  |  |
| 4. | Completed ESPD(s)  ***(must be provided)***  *(Annex 4 to the Purchase Conditions)* |  |  |
| 5. | Completed technical specification  ***(must be provided)***  *(Annex 2 of the Purchase Conditions)* |  |  |
| 6. | *Preliminary agreements or letters of intent, or other equivalent documents, confirming that the supplier will have access to the resources of other economic operators during the performance of the contract if the contract is awarded*  *(if the supplier will rely on the capacities of other economic operators)* |  |  |
| 7. | Copy of the joint operating agreement  *(in the case of a proposal submitted by a group of economic operators)* |  |  |
| 8. | Power of attorney to sign the offer  *(if the proposal is signed by an authorised person)* |  |  |
| 9. | Document certifying the validity of the offer.  (must be provided)  (Annex 13 to the Purchase Conditions) |  |  |
| 10. | Drawings, technical specifications, etc. |  |  |

*\*\*\*\*If the supplier does not indicate what information is confidential, the proposal is deemed not to contain any confidential information. The contracting entity is obliged to make public the successful tenderer's tender and the resulting contract (except for the confidential information specified).*

Offer valid until 2024 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (***to be specified by supplier***\*\*\*\*\*)

The validity of the offer must be at **least 90 (ninety) days** from the expiry of the deadline for the submission of tenders (the day of submission of the offer is not included in the deadline).

\*\*\*\*\*If the tender does not specify a period of validity, the tender shall be deemed to be valid for the period specified in the contract documents.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| *(by the supplier or his authorised person*  *job title)* |  | *(Signature)* |  | *(Name and surname)* |

**\*This document must be signed by the head of the company or a person authorised by him/her**

Annex 7 to the Conditions of Contract "Criteria and conditions for evaluating tenders"

**CRITERIA AND CONDITIONS FOR THE EVALUATION OF PROPOSALS**

1. **INITIAL FAMILIARISATION WITH PROPOSALS RECEIVED ELECTRONICALLY**
   1. The examination of tenders received by electronic means shall be equivalent to the opening of envelopes. The Commission meeting for the opening of the envelopes will take place 45 minutes after the expiry of the deadline for the submission of tenders as indicated in the CVP IS at the Commission's meeting room, Raudondvario pl. 113, Kaunas.
   2. Suppliers may not take part in the procedure for initial access to tenders submitted by means of the CVP IS, or in the Commission meetings where the procedures for examination, evaluation and comparison of tenders are carried out. Observers shall not be present at Commission meetings. The contracting entity shall not provide information to suppliers on the suppliers who have submitted tenders and the prices proposed until the tenders have been evaluated and the ranking of the tenders has been established.
2. **EXAMINATION OF TENDERS AND REASONS FOR REJECTION**
   1. The contracting entity shall first check the absence of any grounds for exclusion of suppliers as set out in the contract documents (on the basis of the ESPD submitted by the suppliers), and then examine, evaluate and compare the tenders submitted by the suppliers in accordance with the conditions set out in the contract documents. The contracting entity may depart from the order of the procedures set out in this point and shall first evaluate the tenders submitted by the suppliers and, after having evaluated the tenders, verify that there are no grounds for exclusion of the tenderers and that the qualifications of the tenderers, if applicable, comply with the requirements set.
   2. The Commission examines and evaluates:
      1. the information provided in the EBPPD and shall inform each supplier in writing of the results of this verification within 3 (three) working days at the latest;
      2. whether the tenders comply with the requirements and conditions set out in the contract documents;
      3. whether there are any arithmetical errors in the calculation of prices;
      4. whether the prices offered do not exceed the funds available for the procurement, as determined by the contracting entity before the start of the procurement procedure. The amount of the funds available for the procurement, as determined and recorded in the documents drawn up by the contracting entity before the procurement procedure is launched, may be modified where it is not specified in the procurement documents, the price quoted in the most economically advantageous tender is acceptable to the contracting entity and the contracting entity can justify the acceptability of that price and its compatibility with the principle of the rational use of funds;
      5. whether the tender does not contain an abnormally low price and whether the supplier has provided, at the request of the Commission, adequate written evidence of the reasonableness of the lowest price offered.
   3. If the supplier has provided inaccurate, incomplete or erroneous documents or particulars of compliance with the requirements of the contract documents, or if those documents or particulars are missing, the contracting entity must, without prejudice to the principles of equality and transparency, request the supplier to correct, supplement or clarify those documents or particulars within a reasonable period of time fixed by it. The only documents or particulars that may be revised, supplemented, clarified or new may be documents or particulars relating to the absence of grounds for exclusion of the supplier, compliance with the qualification requirements (if applicable), the joint venture/partnership agreement, the supplier's mandate and documents not relating to the subject-matter of the contract, its technical characteristics, the conditions for performance of the contract or the price of the tender. Other documents or particulars of the supplier's tender may be amended, supplemented or interpreted in accordance with the provisions of point 2.4 of Annex 7 to these Conditions of Contract.
   4. The contracting entity may request suppliers to revise, supplement or clarify their tenders, but it may not request, propose or authorise changes to the substance of the tender, such as changes to the price or any other changes which would render a non-conforming tender conforming to the requirements of the contract documents. If, during the evaluation of tenders, the contracting entity discovers errors in the calculation of the price quoted in the tender, it must ask the tenderers to correct the arithmetical errors noted in the tender within a time limit specified by the contracting entity, without altering the price recorded at the time of the examination of tenders. When correcting arithmetical errors in the tender, the tenderer may correct the components of the price, but may not waive components or add new components.
   5. Where the tender submitted contains an abnormally low price, the Commission shall request the supplier in writing by means of the CVP IS to provide the necessary details of the tender, including the components of the price and the calculations.
   6. The contracting entity may not evaluate the supplier's tender in its entirety if, after examining a part of it, it finds that the tender must be rejected in accordance with the Law on Procurement by Contracting Entities in the Field of Water, Energy, Transport or Postal Services of the Republic of Lithuania/the Public Procurement Law of Lithuania.
   7. Before determining the successful tender, the contracting entity shall require the supplier submitting the most economically advantageous tender to submit relevant documents confirming the absence of grounds for exclusion and compliance with the qualification requirements (if applicable), which shall be examined and evaluated by the contracting entity.
   8. The Commission rejects a proposal if any of the following conditions apply:
      1. the supplier does not extend the validity of the tender at the request of the Commission (if required);
      2. the supplier has not provided a password for decrypting the tender before the opening of the consultation or has provided an incorrect password which has prevented the contracting authority from decrypting the tender;
      3. the supplier must be excluded in accordance with the provisions of the Conditions of Contract on grounds for exclusion, including where the supplier relies on the capabilities of an economic operator or uses a subcontractor and is subject to the requirements of the Conditions of Contract on grounds for exclusion, but where the situation of the economic operator or the subcontractor is such that it meets the established grounds for exclusion and the supplier has not, at the direction of the contracting entity, changed the economic operator or the subcontractor to an economic operator not subject to the exclusion grounds;
      4. the supplier submitting the tender or its tender does not comply with the requirements laid down in the contract documents or with the requirements directly applicable to the contracting entity laid down in laws, Council of the European Union or other regulations relating to national security and/or restrictive measures (sanctions) imposed on certain countries and its deficiencies cannot be corrected in accordance with the rules laid down by the Office of Public Procurement.[[1]](#footnote-1) .
      5. the supplier submitting the tender is excluded from the procurement procedure on the grounds of exclusion, or the supplier has provided inaccurate, incomplete or erroneous documents or data on the grounds of non-exclusion, or the supplier has failed to provide such documents or data and has failed to provide them and/or to revise them at the request of the contracting entity;
      6. the supplier submitting the tender does not meet the prescribed qualification requirements, or the supplier has supplied inaccurate, incomplete or incorrect documents or particulars relating to compliance with the qualification requirements (where applicable), or the supplier has failed to supply these documents or particulars and has failed to supply and/or correct them at the request of the contracting entity;
      7. the tender does not comply with the requirements set out in the contract documents (tender not submitted via CVP IS, etc.);
      8. the supplier has provided inaccurate, incomplete or erroneous documents or data relating to compliance with the requirements of the contract documents, or has failed to provide the following documents or data: the joint venture/partnership agreement, the supplier's mandate, and documents which are not relevant to the subject-matter of the contract, its technical characteristics, the conditions for performance of the contract, or the price of the tender, and which have not been provided or corrected at the request of the contracting entity;
      9. the supplier has not corrected arithmetical errors and/or clarified the tender within the time limit set by the contracting entity;

2.8.10. the price offered exceeds the funds available for the procurement, as determined by the contracting entity prior to the start of the procurement procedure, and is unacceptable;

2.8.11. an abnormally low price has been offered and the supplier has not provided adequate evidence of the reasonableness of the low price at the request of the contracting entity;

2.8.12. the supplier has provided false information concerning the fulfilment of the requirements laid down, which the contracting entity may prove by any lawful means;

2.8.13. at least one of the conditions referred to in Article 58(4)1 (1) to (3) of the Law on Procurement is fulfilled;

2.8.14. the documents requested in Annex 2 to these Conditions of Contract are not submitted with the tender.

1. **EVALUATION OF THE PROPOSALS SUBMITTED**
   1. The contracting entity shall select the most economically advantageous tender on the basis of the highest number of points obtained.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** | **Weightings of the evaluation criteria and their parameters** | **Tagline** | **Maximum score (Y)** | **Maximum scoring value (X )max** | **Unacceptable value (X )min** |
| 1. | Tender price EUR without VAT | X1 | 80 | - | Not disclosed |
| 2. | Push rod speed in accordance with the requirement of paragraph 3.5 of the Technical Specification | X2 | 10 | 10,0 km/h | <6 km/h |
| 3. | Pushrod draught when fully loaded (300 km with the right number of batteries) | X4 | 5 | 120,0 cm | >140 cm |

* 1. The scores for criterion X1 shall be calculated by comparing the lowest price (X1min ) of the tender that meets the requirements of the contract documents with the price (EUR excluding VAT) of the tender of the supplier concerned (X1k ) and multiplying it by the weighting of the criterion to be evaluated (Y1 ):
  2. In the event that the tender of a supplier who has been identified as the successful or potential successful tenderer is rejected for non-compliance with the qualification requirements, with other requirements of the contract documents, or if the supplier refuses to award the contract, the points awarded to the other suppliers under criterion X1 will be recalculated.
  3. In the event that a supplier proposes an unacceptable value for the criteria X2 – X5 , the tender shall be rejected. In the event that the supplier proposes a value for criteria X2 – X5  which is better than the maximum score, the offer shall be evaluated with the maximum number of points.
  4. The scores for criteria X2 - X3 are calculated using the following formula:
  5. The cost-effectiveness (S) is calculated by summing the scores for all criteria:

**S = X1 +X2 + X3**

* 1. The results are rounded according to the mathematical rules for rounding numbers, using two decimal places.
  2. The prices quoted in the tenders will be evaluated in euro.

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

Annex 8 to the Conditions of Purchase "Supplier's declaration of compliance with the provisions of the Regulation for a legal entity"

**Coat of arms or trade mark**

**(Name of supplier)**

*(Legal form of the legal entity, registered office, contact details, name of the register in which the supplier's data is collected and stored, legal entity code, value added tax identification number, if the legal entity is subject to value added tax)*

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

*(Addressee (contracting entity))*

**SUPPLIER/SUB-SUPPLIER DECLARATION**

\_\_\_\_\_\_\_\_\_\_\_\_\_ No.\_\_\_\_\_\_

*(Data)*

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

*(Place of Conclusion)*

Me ,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

*(Title and name of the Supplier's manager or his authorised representative)*

I certify that I am headed by (represented by) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ,

*(Supplier name)*

participating (-i) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Name of the contracting entity)*

Carried out by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Name of the subject of the purchase, purchase number)*

announced \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:

*(Date of publication)*

is not under the influence of Russia, as referred to in the restrictions set out in Article 5k of **Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of the actions of Russia to destabilise the situation in Ukraine**. In particular, I declare that:

(a) the company I represent (and none of the companies that are members of our consortium) is established in Russia;

(b) the company I represent (and none of the companies that are members of our consortium) is a legal person, entity or body in which more than 50% of the ownership is held, directly or indirectly, by an entity referred to in point (a) of this declaration;

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

(d) the contract will not be awarded to subcontractor(s) or other entity(ies) whose capacities are relied on, which are among the entities referred to in points (a) or (b) or (c) of this declaration.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| *(by the supplier or his authorised person*  *job title)* |  | *(Signature)* |  | *(Name and surname)* |

**\*This declaration must be signed by the head of the company or a** person **authorised by him/her**

Annex 9 to the Conditions of Purchase "Supplier's declaration of compliance with the provisions of the Regulation for a natural person"

**Coat of arms or trade mark**

**(Name of supplier)**

*(Legal form of the legal entity, registered office, contact details, name of the register in which the supplier's data is collected and stored, legal entity code, value added tax identification number, if the legal entity is subject to value added tax)*

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

*(Addressee (contracting entity))*

**SUPPLIER/SUB-SUPPLIER DECLARATION**

\_\_\_\_\_\_\_\_\_\_\_\_\_ No.\_\_\_\_\_\_

*(Data)*

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

*(Place of Conclusion)*

Me, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ,

*(Name of supplier)*

I certify that I am headed by (represented by) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Name of the contracting authority)*

Carried out by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Name of the subject of the purchase, purchase number)*

announced \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ :

*(Date of publication)*

I am not under the influence of Russia, as referred to in the restrictions set out in Article 5k of **Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of the actions of Russia to destabilise the situation in Ukraine**. In particular, I declare that:

(a) I am not a Russian citizen or established in Russia;

(b) I am not acting on behalf of, or at the direction of, the entity referred to in paragraph (a) of this Declaration;

(d) the contract will not be awarded to subcontractor(s) or other entity(ies) whose capacities are relied on, which are covered by the entities referred to in points (a) or (b) of this declaration.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| *(by the supplier or his authorised person*  *job title)* |  | *(Signature)* |  | *(Name and surname)* |

**\*This declaration must be signed by the head of the company or a person authorised by him/her**

Annex 10 to the Conditions of Purchase "Declaration of Responsible Persons"

**Coat of arms or trade mark**

**(Name of supplier)**

*(Legal form of the legal entity, registered office, contact details, name of the register in which the supplier's data is collected and stored, legal entity code, value added tax identification number, if the legal entity is subject to value added tax)*

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

*(Addressee (contracting entity))*

**SUPPLIER'S DECLARATION**

\_\_\_\_\_\_\_\_\_\_\_\_\_ No.\_\_\_\_\_\_

*(Data)*

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

*(Place of Conclusion)*

**DECLARATION ON THE SUPPLIER'S RESPONSIBLE PERSONS\***

*\* Irrespective of the management or supervisory body of the legal person (the supplier's company), the supplier must provide the relevant details of its responsible persons* ***in accordance with Article 46(1) of the Public Procurement Law, i.e. the*** *members and participants, or if there are no such bodies or participants.*

Aš, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Title and name of the Supplier's manager or his authorised representative*)

I declare that the persons responsible for my management/representation of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*(name of supplier)*

persons, in accordance with Article 46(1) of the Public Procurement Law, are:

**I. Board of Directors (constituted/non-constituted) .................................(insert)**

**If formed, please indicate all members of the board (name):**

1.

2.

3.

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

**II. Supervisory Board (established/not established) .................................(insert)**

**If formed, please indicate all members of the Supervisory Board (name):**

1.

2.

3.

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

**III. Quantified representation in the company (yes/no) ............................ (please insert)**

**If quantitative representation is established, specify the persons acting on behalf of the legal entity (name):**

1.

2.

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

**NOTE. IF RESPONSIBLE PERSONS ARE INDICATED IN THIS DECLARATION:**

**-the documents referred to in point 2.5.1.1(1)(1) of the Tender Conditions must be submitted to confirm the absence of grounds for exclusion of the responsible persons referred to in the declaration, in accordance with Article 46(1) of the Law on Public Procurement.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| *(by the supplier or his authorised person*  *job title)* |  | *(Signature)* |  | *(Name and surname)* |

**\*This declaration must be signed by the head of the company or a person authorised by him/her**

Annex 11 to the Purchase Conditions "Supplier's Declaration"

**Coat of arms or trade mark**

**(Supplier name)**

*(Legal form of the legal entity, registered office, contact details, name of the register in which the supplier's data is collected and stored, legal entity code, value added tax identification number if the legal entity is subject to value added tax)*

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

*(Addressee (contracting entity))*

**SUPPLIER'S DECLARATION ON THE SUPPLIER, ITS SUB-SUPPLIERS AND ECONOMIC OPERATORS,**

**WHOSE CAPACITIES ARE RELIED UPON**

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

(Data)

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

(Location)

**Joint Stock Company Inland Waterways Directorate**

(addressee)

Me, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Title and name of the Supplier's manager or his authorised representative)

I declare that the services/goods/works offered by us do not pose a threat to national security as referred to in the Law of the Republic of Lithuania on Procurement by Contracting Entities in the Field of Water, Energy, Transport or Postal Services (hereinafter referred to as the "Law on Public Utilities Procurement"), and I confirm that there are no circumstances/conditions as referred to in Article 58(4) of1 of the Law on Public Utilities Procurement that would lead to the rejection of our offer. We also undertake to provide, at the request of the contracting entity, documents proving the absence of the circumstances/conditions referred to in Article 58(4)1 of the Law on Municipal Sector Procurement.

**We undertake to provide the following at the request of the contracting entity**

**documents (one or more) supporting the information:**

a copy of the legal entity's constitutional documents certified by the head of the legal entity, an extended extract from the Register of Legal Entities with a history, an extract from the Information System for Participants in Legal Entities, a copy of the identity document (identity card or passport), a copy of the authorisation to engage in the relevant economic activity (e.g. a copy of the business license, individual activity certificate, etc.), a statement of declared place of residence, or the relevant documents of a Member State or a third country, or any other documents acceptable to the contracting authority. Documents which do not specify a time limit for their validity must be issued or printed from the information system not earlier than 3 months before the date on which the supplier is requested by the contracting authority to submit the documents.

**We confirm that:**

* the goods (including packaging) we offer do not originate from, or the services we provide do not originate in, the countries or territories listed in Article 92(15) of the Public Procurement Law.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| *(by the supplier or his authorised person*  *job title)* |  | *(Signature)* |  | *(Name and surname)* |

**\*This declaration must be signed by the head of the company or a person authorised by him/her**

Annex 12 to the Conditions of Purchase "Draft Contract"

*(to be submitted as a separate document)*

Annex 13 to the Conditions of Contract "Form for ensuring the validity of the tender"

AB Inland Waterways Directorate

Raudondvario pl. 113, 47186 Kaunas

**FORM OF GUARANTEE OF THE VALIDITY OF THE TENDER**

20\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_ d. No. \_\_\_\_\_\_\_\_\_

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

*(name of city)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "the Client"), has submitted a bid to participate in

*(client name, address)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ tender.

*(name of purchase)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_bank, represented by

*(name)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Guarantor")*,*

*(name of bank branch)   (address)*

irrevocably undertakes to pay, under the conditions set out in this guarantee, to the joint stock company Internal Waterways Directorate, Raudondvario pl. 113, 47186 Kaunas, (hereinafter referred to as the "Guarantee Recipient") within 5 working days upon receipt of \_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

*(amount in words, currency name)*

the first written demand for payment from the Guarantor (the original), quoting the guarantee number \_\_\_\_\_\_\_\_\_\_\_. The Beneficiary is not obliged to substantiate his claim, but must state in his letter that the amount claimed is due to him under one or more of the following conditions:

1. The Customer withdraws its offer or part of it (the subject of the offer, the quantity (scope) of the purchase, the prices offered, the delivery or payment terms, other conditions specified in the offer), even though the offer will not have expired;

2. The Client fails to provide justification for the abnormally low price within the time limit set by the Guarantor;

3. the Client refuses to sign the contract in accordance with the draft contract as set out in the contract documents after winning the procurement. If the Customer fails to appear at the time specified by the Guarantor to sign the contract, the Customer shall be deemed to have refused to sign the contract;

4. the Client does not provide a performance guarantee or a guarantee for the reimbursement of the advance payment in the terms and conditions set out in the procurement documents after the award of the contract;

5. the subcontractor relied upon by the successful Client refuses to cooperate with the Client.

This undertaking shall be binding on the Guarantor and its successors and shall be authenticated by the Seal of the Guarantor on 20\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_ d.

*(date of issue of the guarantee)*

Any written notices must be submitted by the Guarantor to the Guarantor, together with confirmation from the Guarantor's own bank that the signatures are authentic.

The Guarantor is bound only to the Beneficiary of the Guarantee and the Guarantee is therefore non-transferable and non-collateral.

This guarantee is valid until ***20\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_ d.***

All of the Guarantor's obligations to the Guarantor under this Guarantee to the Beneficiary shall terminate upon the occurrence of any of the following conditions:

1. the Guarantor has not received a written demand for payment (original) from the Guarantor at the above address up to and including the last day of the Guarantee and the Guarantor's bank has not confirmed that the signatures are authentic;

2. The original guarantee shall be returned to the Guarantor with the Guarantor's endorsement that:

2.1 The Warrantholder waives its rights under this Warranty;

or

2.2 The Customer has fulfilled the obligations set out in this Guarantee;

3. The Warrantholder shall notify the Guarantor in writing that it waives its rights under this Warranty.

Any claims by the Guarantor will be excluded if they are received at the Guarantor's address above after the expiry of the Guarantee Period.

This guarantee is governed by the law of the Republic of Lithuania. Disputes between the parties shall be settled in accordance with the procedure established by the laws of the Republic of Lithuania.

This guarantee must be returned to the Guarantor at the end of the validity period, or sooner if it is no longer required.

A.V .\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(position of authorised person) (signature) (name and surname)*

Annex 14 to the Conditions of Purchase "Form of Performance Security"

AB Inland Waterways Directorate

Raudondvario pl. 113, 47186 Kaunas

**FULFILLING THE TERMS OF THE CONTRACT**

**FORM OF GUARANTEE**

20\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_ d. No. \_\_\_\_\_\_\_\_\_\_\_\_

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

*(name of city)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "the Client") has announced that it has won

*(client name, address)*

Joint Stock Company Internal Waterways Directorate, Raudondvario pl. 113, 47186 Kaunas, (hereinafter referred to as the "Guarantor") \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and has concluded the following contract on \_\_\_\_\_\_\_\_\_\_ on 202\_.

*(name of purchase)*

Sale and Purchase Agreement No. \_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Agreement"). *(describe the object of the Contract)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ bank, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ branch,

*(name)   (name of bank branch)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter referred to as the "Bank"), on the terms and conditions set out in this guarantee

*(address)*

irrevocably undertakes to pay to the Guarantor not more than \_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_) euros

*(sum in figures and words)*

within 5 working days of receipt of the first written demand for payment (original) from the Guarantor, quoting the Guarantee No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, confirming that the Client has failed to perform the material terms of the Contract, specifying which terms of the Contract have not been performed. The Guarantor shall not be obliged to substantiate the non-performance of the terms of the Contract referred to in the claim.

This commitment shall be binding on the Bank and its successors.

The demand for payment must be signed by an electronic signature of the Guarantor's manager or a duly authorised person that meets the requirements for a qualified electronic signature. If the claim is signed by an authorised person, a power of attorney must be provided. If the mandate is submitted in electronic form, it must be signed with an electronic signature that meets the requirements for a qualified electronic signature.

The Bank's obligation is solely to the beneficiary of the Guarantee, and the Guarantee is therefore non-transferable and non-collateralisable.

The amount specified in this Guarantee will be reduced accordingly after each payment by the Bank under this Guarantee.

This guarantee is valid until **20\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_ d.**

All of the Bank's guarantee obligations to the Guarantor under this Guarantee shall terminate upon the occurrence of any of the following conditions:

1. the time limit set out in the guarantee expires;

2. The Guarantor shall notify the Bank in writing that:

2.1. waive its rights under this Guarantee;

2.2 The Customer has fulfilled the obligations set out in this Guarantee.

Any claims of the Guarantor will be waived if they are received at the Bank's address above after the expiry of the guarantee period.

Subsequent amendments or additions to the Agreement or other related documents shall not affect the enforceability and/or scope of the Bank's obligations under this Guarantee and shall not relieve the Bank from full performance of its obligations under this Guarantee.

This guarantee is governed by the law of the Republic of Lithuania. Disputes between the parties shall be settled in accordance with the procedure established by the laws of the Republic of Lithuania.

A.V .\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(position of authorised person) (signature) (name and surname)*

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