



GREITOSIOS  
MEDICINOS  
PAGALBOS  
TARNYBA

(mechanical translation)

For suppliers involved in the procurement

## ON THE ANSWERS TO THE QUESTIONS SUBMITTED BY THE SUPPLIERS

To the Ambulance Service, company code 235042580, (hereinafter referred to as **the Contracting Authority**), carrying out the public procurement "Ambulance Vehicles (60 pcs.)" (purchase ID 1175752) (hereinafter referred to as 'the **Procurement**'), carried out by means of the Central Public Procurement Information System (hereinafter referred to as **the CVP IS**), in accordance with the Law on Public Procurement of the Republic of Lithuania (hereinafter referred to as the Public Procurement Law (hereinafter referred to as the **Public Procurement Act**), adopted a decision by which answers to the questions submitted by the suppliers were provided.

### CHAPTER I ANSWERS TO QUESTIONS FROM SUPPLIERS

**Question 3 (uncorrected)** "We would like to request clarification regarding Point 5.5, Time limit and procedure for payment to the Supplier which states:

*The Buyer shall settle with the Supplier no later than 30 days after receipt of the Invoice. Payment terms and conditions: on delivery payment of the goods, payment is due at for a specific quantity (volume) in accordance with the established rates.*

*Given that the total contract value could reach €8,700,000 (excluding VAT), with the first order of 10 units amounting to €1,450,000 (excluding VAT), this represents a significant financial exposure for the Supplier.*

*Could you confirm whether the purchasing committee would consider providing a bank guarantee or insurance bond to mitigate the risk associated with delayed or non-payment? This would offer assurance to the Supplier, ensuring financial security given the substantial contract value."*

(mechanical translation) "We would like to ask for clarification regarding clause 5.5 "Deadline and procedure for payment to the supplier", which states:

*The Buyer shall settle with the Supplier no later than within 30 days from the receipt of the invoice. Payment terms: after delivery of the goods, payment is made for a certain quantity (volume) according to the established rates.*

*Given that the total contract value can reach EUR 8,700,000 (excluding VAT) and the first order of 10 units amounts to EUR 1,450,000 (excluding VAT), this poses a significant financial risk for the supplier.*

*Could you confirm whether the procurement committee would consider providing a bank guarantee or an insurance guarantee to reduce the risk of delay or non-payment? This would provide the supplier with a guarantee of financial security, given the high value of the contract."*

**Answer**

1. Clause 5.5 of the Special Terms and Conditions of the Contract for the Sale of Goods (hereinafter referred to **as the Special Terms** and Conditions of the Contract) of Annex 12 to the Special Procurement Conditions provides for the term and procedure of settlement with the Supplier:

*"The Buyer shall settle with the Supplier no later than within 30 days from the date of receipt of the Invoice.*

*Payment terms: upon delivery of the Goods, payment shall be made for a specific quantity (volume) according to the established rates."*

2. Clauses 12.2.1, 12.2.4 and 12.2.5 of the **General Terms and Conditions of the Contract for the Sale of Goods (hereinafter referred to as the General Terms and Conditions of the Contract)** of Annex 12 to the Special Procurement Conditions provide that *"12.2.1. The Supplier issues an Invoice only after the Parties have signed the Deed of Transfer-Acceptance of Goods <... >," "12.2.4. The Buyer shall make payments for the Goods within the terms set out in the Special Conditions," "12.2.5. For delays in payments under the Agreement, the Buyer shall be subject to penalties in accordance with the procedure established in the Special Conditions."*

3. During the public procurement, the terms and conditions of the contract may not be changed when signing the contract. This provision is entrenched in Paragraph 3 of Article 86 of the PSO, which states that when concluding a procurement contract or framework agreement, it may not change the price, costs or other conditions of the bid of the winning supplier. It has also been repeatedly noted in the case law of the Supreme Court of Lithuania that a contract concluded by means of a public procurement may not be amended in such a way as to change the essential conditions under which suppliers submitted tenders.

In view of this, the terms of the contract clearly establish the payment procedure, which cannot be changed either during the signing or execution of the contract. As provided for in the purchase documents, the Buyer shall settle with the Supplier no later than within 30 days from the date of receipt of the invoice, and the invoice may be issued only after signing the Deed of Transfer-Acceptance of Goods. In addition, any delays in payment are subject to penalties for the supplier as provided for in the Special Terms.

Therefore, taking into account the above, the contracting authority cannot provide for additional financial guarantees, such as a bank guarantee or insurance guarantee, as this would be a substantial change in the procurement conditions, which does not comply with the requirements of the PSO and the case law.

**Question 4 (uncorrected)** 'We would like to request clarification regarding Point 6.2.1.3, particularly concerning the timing and procedural aspects of fault reporting, service plan submission, and vehicle repairs.

Measurement of the 3-Day Period:

The contract states that a written service plan must be submitted within 3 working days from the time the vehicle is delivered to the service centre.

Could you clarify how the 3-day period is calculated? For example, if a vehicle is delivered to the service centre at 23:00 local time on a Friday, when does the 3-day period expire?

Service Centres Outside of Lithuania:

If a supplier chooses to utilise a service centre outside of Lithuania, when would the 3-day period for service plan submission officially begin?

Would the start time be based on the local time of the vehicle arriving at the service centre, collection from the contracting authority's location, or another standard?

Fault Repair Timeframe & Vehicle Return:

The contract does not specify a maximum timeframe within which a fault must be repaired, and the vehicle must be made available for collection. Could you confirm whether there are any expected timelines for completing repairs and if any of the penalties listed in point 9.97 and 9.9.8 become active for the overall repair time?

Additionally, could you clarify who is responsible for returning the vehicle to the contracting authority after the repair is completed—the supplier or the contracting authority. Please confirm the arrangement for both service centres in Lithuania and those outside of Lithuania?".

(mechanical translation) "We would like to ask for clarification on clause 6.2.1.3, in particular on the timing and procedural aspects of fault reporting, submission of a maintenance plan and vehicle repair.

Measurement of the 3-day period:

The contract stipulates that a written service plan must be submitted within 3 working days from the delivery of the vehicle to the service centre.

Could you explain how the 3-day period is calculated? For example, if a vehicle is delivered to a service centre on Friday at 23:00 local time, when does the 3-day deadline expire?

Service centres outside Lithuania:

If the provider decides to use the service centre outside Lithuania, when would the 3-day service plan submission deadline officially start?

Would the starting time be determined by the time of arrival of the vehicle at the service centre, the pick-up from the location of the contracting authority or another standard?

Fault repair deadline and return of the vehicle:

The contract does not specify a maximum period within which the fault must be rectified and the vehicle must be presented for collection. Could you confirm whether there are any expected deadlines for the completion of the repairs and whether any of the penalties listed in points 9.97 and 9.9.8 will apply for the entire duration of the repairs?

In addition, could you explain who is responsible for returning the vehicle to the contracting authority after the repairs have been completed – the supplier or the contracting authority. Please approve the agreement on both service centres in Lithuania and beyond?"

**Answer:**

1. The contracting authority, having become acquainted with the supplier's issue, concludes that the supplier requests clarification, taking into account the requirements of clause 6.2.1.3 of the Special Conditions of the Contract, (i) how the 3-day time limit is calculated; (ii) how the 3-day time limit is calculated when the technical service centre is located outside the territory of the Republic of Lithuania; (iii) what is the deadline for repairing faults; (iv) who is responsible for returning the vehicle to the Contracting Authority?

2. Clause 1.2.4 of the General Terms and Conditions of the Agreement states that "*a working day means any day except Saturday, Sunday and public holidays in Lithuania*". Clause 1.2.5 of the General Terms and Conditions of the Agreement states that "*Time limits under the Agreement shall be calculated in calendar days, working days, weeks, months or years*". Article 1.118 of the Civil Code of the Republic of Lithuania (hereinafter referred to as the CC) provides that *the time limit shall begin tomorrow from zero hours zero minutes after the calendar date or event by which the beginning of the time limit is defined*. Article 1.122 of the CC provides that "*if a time limit is set for the performance of any action, then this action must be performed by twenty-four hours zero minutes on the last day of the time limit. All written statements and notices served by post or transmitted by means of communication before the last day of the deadline at twenty-four hours zero minutes shall be deemed to have been completed in good time.*"

3. Answering the part of the supplier's question "*Could you explain how the 3-day period is calculated? For example, if a vehicle is delivered to a service centre on Friday at 23:00 local time, when does the 3-day deadline expire?*" The Contracting Authority explains that the 3 working day period referred to in Clause 6.2.1.3 of the Special Conditions of the Contract is calculated as follows: (i) e.g. The vehicle is delivered on Friday at 23:00 local time; (ii) the calculation of 3 business days starts on the next closest business day, i.e. Monday (if it is not a public holiday); (iii) two further working days shall be counted: Tuesday and Wednesday; (iv) The deadline expires on Wednesday at 23:59 local time. Thus, if the vehicle is delivered to the technical service centre late in the evening on Friday, then the written service plan must be submitted to the Contracting Authority no later than by 23:59 on Wednesday of the following week.

4. Answering the part of the supplier's question "*If the supplier decides to use the service centre outside Lithuania, when would the 3-day service plan deadline officially start?*" The Contracting Authority explains that Clause 6.2.1.3 of the Special Terms and Conditions of the Contract provides that the Supplier shall submit a service plan within 3 working days from the moment of delivery to the technical service centre. Taking into account that the service plan must be related to repair works, the 3 working day period starts from the actual arrival of the vehicle at the technical service centre. This means that if the vehicle arrives at a foreign technical service center on Friday 23:00, the deadline starts to run from the first next working day.

5. In response to the part of the supplier's question "*The contract does not specify a maximum period within which the fault must be rectified and the vehicle must be presented for collection.*" The contracting authority explains that the Conditions of Procurement do not set a maximum deadline for the elimination of faults. Please note that (i) Clause 7.2.2 of the General Terms and Conditions of the Agreement stipulates that "*the Supplier must eliminate all defects in the Goods for which the Supplier is responsible within the reasonable time limits set out in the Buyer's claim*"; (ii) Clause 6.1.11 of the Special Terms and Conditions of the Contract stipulates that "*the Supplier must ensure that the defects are eliminated immediately*", therefore, in each case, the Contracting Authority sets a reasonable deadline for the elimination of the defect, taking into account the nature of the defect and other circumstances.

6. In response to the part of the supplier's question "*Could you confirm whether there are any expected deadlines for the completion of the repair work and whether any of the penalties listed in clause 9.9.7 will apply throughout the duration of the repairs?*" The Contracting Authority explains that Clause 9.9.7 of the Special Conditions of the Contract is applicable only in the event of non-compliance with the "*Warranty Conditions provided for in*

*Clause 6.2.1 of the Special Conditions*". Clause 6.2.1 of the Special Terms and Conditions of the Agreement specifies the terms for warranty maintenance of the vehicle and the equipment supplied with the vehicle (except for the Stretcher Base, Stretcher Support, Electric Stretcher). All specified deadlines relate to the supplier's actions prior to the repair of the vehicle. If the repair of the vehicle would take an unreasonably long time, in such a case the Contracting Authority, in accordance with Clause 9.9.7 of the Special Conditions of the Contract, would not be able to impose a fine on the supplier.

7. In response to the part of the supplier's question "*Could you confirm whether there are any expected deadlines for the completion of the repair work and whether any of the penalties listed in clause 9.9.8 will apply throughout the repair period?*" The Contracting Authority explains that Clause 9.9.8 of the Special Conditions of the Contract applies only in the event of non-compliance with the "*Warranty Conditions provided for in Clause 6.2.2 of the Special Conditions*". Clause 6.2.2 of the Special Terms and Conditions of the Agreement does not specify the deadlines within which the maintenance of the Stretcher Supports, Electric Stretcher Loading System and Electric Stretcher must be carried out according to the scope and frequency recommended by the manufacturer. In this case, the Contracting Authority, in accordance with Clause 9.9.8 of the Special Conditions of the Contract, could impose fines on the supplier only in the event that it does not perform (does not agree to perform) the service on the manufacturer's recommendation.

8. Answering the part of the supplier's question "*who is responsible for returning the vehicle to the contracting authority after the repair has been completed*" – *the supplier or the contracting authority. Please confirm the agreement on both service centres in Lithuania and beyond?*" The Contracting Authority explains that the Procurement Terms and Conditions do not specify that the supplier must return (transport) the vehicle to the Contracting Authority after warranty repair. We explain that the vehicle is picked up (collected) by the Contracting Authority from the technical service centre located in the territory of the Republic of Lithuania and from the technical service centre located outside the territory of the Republic of Lithuania.

**Question 5 (uncorrected)** "We would like to request clarification regarding Point 6.2.3.1, request for Review of 12-Hour Response Time & Inspection Conditions

We acknowledge and appreciate the purchasing committee's commitment to ensuring that faults are repaired as quickly as possible to minimize vehicle downtime. This is essential for maintaining operational efficiency and service continuity.

However, we respectfully request a review of the minimum response time of 12 hours, given the nature of the service and the geographical spread of Lithuania. Instead of a strict 12-hour rule, we propose the implementation of a Service Level Agreement (SLA) that allows for an average response time over the duration of the contract. This would provide the supplier with a realistic and achievable target while also encouraging even faster response times when conditions allow.

Additionally, we would like to request the following considerations:

Vehicle Condition for Inspection:

The contracting authority should ensure that vehicles are clean and free of any infectious fluids or materials before an inspection takes place. This is crucial for the safety of personnel conducting assessments.

Inspection Location Requirements:

We request that vehicles be made available for inspection in a suitable location that is secure, well-lit, and sheltered from the elements to ensure proper assessment and service work."

(mechanical translation) "We would like to ask for clarification on clause 6.2.3.1 – the request for a review of the 12-hour response time and conditions of verification

We recognize and appreciate the commitment of the procurement committee to ensure that faults are resolved as quickly as possible to minimize vehicle downtime. This is essential to maintain operational efficiency and continuity of services.

However, we respectfully ask you to review the minimum response time - 12 hours, taking into account the nature of the service and the geographical distribution of Lithuania. Instead of a strict 12-hour rule, we propose to implement a Service Level Agreement (SLA), which allows for an average response time over the entire term of the contract. This would provide the supplier with a realistic and achievable goal, as well as encourage an even faster response time when conditions allow.

In addition, we would like to ask you to take into account the following aspects:

Condition of the vehicle for inspection:

Before carrying out an inspection, the contracting authority should ensure that the vehicles are clean and free of any infectious liquids or substances. This is crucial for the safety of the staff carrying out the assessments.

Inspection site requirements:

We ask that vehicles be available for inspection in a suitable location that is safe, well-lit and protected from the elements to ensure proper assessment and service."

**Answer:**

1. The contracting authority, having become acquainted with the supplier's question, concludes that the supplier requests an answer to the following questions within the scope of clause 6.2.3 of the Special Terms and Conditions of the Contract: (i) whether it is possible to revise the 12-hour response period; (ii) how it will be ensured that infection control will be ensured during the repair works of the Stretcher supports and/or the Electric Stretcher loading system and/or the Electric Stretcher; (iii) how it will be ensured that it is convenient for the supplier to work during the repair of the Stretcher supports and/or the Electric Stretcher loading system and/or the Electric Stretcher.

2. In response to the part of the supplier's question "*is it possible to revise the 12-hour response period*", the Contracting Authority explains that the Procurement Terms have been prepared after assessing the specifics of the Contracting Authority's activities, therefore, this requirement is justified, meets the expectations and needs of the Contracting Authority and will not be reviewed. In the territory of the Republic of Lithuania, in the case of the supply of medical devices, such response time is normal. In other sensitive areas, it is also common for an emergency situation to be responded to within a period of no more than 12 hours.

3. In response to the part of the supplier's question "*how will it be ensured that infection control will be ensured during the repair works of the Stretcher Supports and/or Electric Stretcher Loading System and/or Electric Stretcher*", the Contracting Authority explains that the applicable legal acts (Law of the Republic of Lithuania on Communicable Diseases and Control of Human Diseases, Lithuanian Hygiene Standard HN 47-1:2020) oblige the Contracting Authority to ensure infection control and pro-active actions prevent infections from spreading. The contracting authority confirms that only vehicles that do not pose a risk of infection to the supplier's employees will be handed over to the supplier. The vehicle may contain liquids and substances that would not be present in the new vehicle, but these liquids

and materials will be neutralized and will not pose a risk of infection to the supplier's employees.

4. In response to the part of the supplier's question "*how will it be ensured that it is convenient for the supplier to work during the repair of the Stretcher supports and/or Electric Stretcher loading system and/or Electric stretcher*", the Contracting Authority explains that the Procurement Conditions do not provide that during the repair works of the Stretcher supports and/or Electric Stretcher loading system, and/or Electric Stretcher, the Contracting Authority must ensure that the vehicles are accessible in a place that is (i) safe, (ii) well-lit, and (iii) protected from the elements to ensure proper assessment and servicing work, and therefore these conditions will not be guaranteed by the Contracting Authority. If the supplier wants to create an environment that is (i) safe, (ii) well-lit, and (iii) protected from the elements; The supplier will then be able to do it himself at his own expense.

**Question 6 (uncorrected)** "We would like to request clarification regarding Point 6.2.3.2, specifically in relation to the provision of replacement equipment in cases where a defect or malfunction cannot be rectified within the required 24-hour timeframe.

Could you confirm whether supplying replacement equipment that is not inferior for the duration of the repair would exempt the supplier from any potential penalties associated with delayed repairs?

Understanding this will help us ensure full compliance with the contract requirements while maintaining uninterrupted service for the Contracting Authority."

(mechanical translation) "We would like to ask for clarification regarding clause 6.2.3.2, in particular regarding the supply of replacement equipment in cases where the defect or malfunction cannot be rectified within the required 24-hour period.

Could you confirm whether the supply of replacement equipment that is not inferior during the repair period would exempt the supplier from any possible penalties related to late repairs?

Understanding this, we will be able to ensure full compliance with the requirements of the contract, while maintaining the uninterrupted provision of services to the Contracting Authority."

**Answer:**

1. Clause 6.2.3.2 of the Special Terms and Conditions of the Agreement provides that "*6.2.3.2. If during the initial assessment it is determined that the Stretcher Supports and/or, the Electric Stretcher Loading System, and/or the Electric Stretcher are defective or malfunctioning, the Supplier must eliminate the fault within 24 hours from the moment of the initial assessment. If there is a risk that the fault will not be eliminated within the specified period, the Supplier must provide the Contracting Authority with replacement equipment that is not inferior until the fault is completely eliminated.*"

2. Clause 9.9.10 of the Special Terms and Conditions of the Agreement provides that "*9.9.10. If the Supplier does not comply with the Warranty Maintenance Conditions provided for in Clause 6.2.3.2 of the Special Conditions, i.e. if (i) the Supplier has not eliminated the fault within 24 hours from the moment of the initial assessment and (ii) has not provided the Contracting Authority with replacement equipment that is not inferior until the fault is completely eliminated; in such a case, the supplier shall be fined EUR 100 for each hour of delay until the fault is completely eliminated or the supplier provides the Contracting Authority with replacement equipment that is not inferior until the fault is completely eliminated.*"

3. The Contracting Authority shall explain that if the Supplier is unable to rectify the fault within 24 hours and does not provide replacement equipment at least inferior, in this case the Supplier shall be subject to a fine of EUR 100 for each hour of delay until the fault is completely eliminated or the Supplier provides the Contracting Authority with replacement equipment that is not inferior until the fault is completely eliminated. If the supplier is unable to eliminate the fault within 24 hours and provides no worse replacement equipment, then in such a case the penalty provided for in clause 9.9.10 of the Special Terms and Conditions of the Agreement is not applied to the supplier.

**Question 7 (uncorrected)** "We would like to request clarification regarding Point 6.2.5, which states that Contracting Authorities must accept notifications 24/7/365.

Could you confirm what constitutes an acceptable form of notification? Specifically:

Are notifications required to be made via a specific method (e.g., email, phone call, online portal, or SMS)?

Is there a designated contact point or system that must be used for submitting notifications?

Will an automated response confirming receipt be considered sufficient proof of notification?

Understanding these details will help ensure that notifications are made in full compliance with the contract requirements."

(mechanical translation) "We would like to ask for clarification regarding point 6.2.5, which states that contracting authorities must accept notifications 24/7/365.

Could you confirm which form of notification is acceptable? Specifically:

Do notifications need to be delivered in a specific way (e.g. email, phone call, web portal or SMS)?

Is there a designated contact point or system to be used for reporting?

Will an automatic reply acknowledgement of receipt be considered sufficient proof of notification?

Understanding these details will help ensure that notifications are made in full compliance with the requirements of the contract."

**Answer:**

1. Clause 6.2.5 of the Special Terms and Conditions of the Agreement provides that "6.2.5. *Technical Service Centres Contracting authorities must receive notifications around the clock every day (the 24/7/365 rule applies to the reception of notifications).*".

2. The contracting authority explains that the above condition does not specify the specific way in which the technical service centres are to receive notifications (by e-mail, telephone call, web portal or SMS). In this case, the service centre must specify the manner in which the notification to the service centre is to be submitted. The contracting authority will provide notifications in the manner specified by the Technical Service Centre.

3. If, after submitting a notification to the Service Centre, it provides an automatic notification that the notification has been received, such practice of the Service Centre will not be considered contrary to the Procurement Conditions.

**Question 8 (uncorrected)** "We would like to request clarification regarding Point 9.2.1, which specifies a daily penalty of 0.02% for each day a vehicle is not delivered on time.

However, we would like to request clarification on whether this penalty is subject to a maximum cap.

Specifically, could you confirm:

Is there a maximum limit on the total penalty that can be applied per vehicle?

If so, what is the maximum percentage or amount that can be charged?

Does the penalty continue indefinitely until delivery, or is there a specific cut-off point?

Understanding these details will help ensure accurate risk assessment and compliance with the contract terms."

(mechanical translation) "We would like to ask for an explanation regarding clause 9.2.1, which specifies a fine of 0.02 percent for each day when the vehicle is not delivered on time.

However, we would like to ask for clarification as to whether this penalty is subject to a maximum limit.

Specifically, would you be able to confirm:

Is there a maximum limit of the total fine that can be applied to one vehicle?

If so, what is the maximum percentage or amount that can be taxed?

Does the sentence continue indefinitely until delivery, or is there a specific cut-off point?

Understanding these details will help ensure accurate risk assessment and compliance with the terms of the contract."

**Answer:**

1. Clause 9.2.1 of the Special Terms and Conditions of the Agreement provides that *"9.2.1. If the Supplier delays the execution of the order, the delivery of the Goods or the correction of their defects or fails to fulfil other contractual obligations, insofar as it is not related to the cases provided for in clause 9.7 of the Special Terms and Conditions of the Agreement, the Buyer shall charge the Supplier default interest in the amount of 0.02 per cent for each day of delay from the price of the Goods or Goods with defects not delivered on time, excluding VAT."*

2. Clause 9.3 of the Special Terms and Conditions of the Agreement provides that *"In case of termination of the Agreement due to a material breach of the Agreement established in the Special Terms and Conditions of the Agreement, a fine of 10 per cent of the value of the Initial Contract excluding VAT specified in Clause 5.2 of the Special Terms and Conditions shall be paid."*

3. Clause 9.7.1 of the Special Terms and Conditions of the Agreement provides that *"9.7.1. If the supplier fails to deliver the first ten vehicles in a timely manner that meet the requirements of the Technical Specification (criterion 2), then the supplier shall be fined (i) EUR 5,000 if the supplier has indicated in the offer that it will deliver the vehicles within 11 months; (ii) a fine of EUR 10,000 if the supplier has indicated in the tender that it will deliver the vehicles within 10 months; (iii) a fine of EUR 15,000 if the supplier has indicated in the tender that it will deliver the vehicles within 9 months; (iv) a fine of EUR 20,000 if the supplier has indicated in the offer that it will deliver the vehicles within 8 months; (v) a fine of EUR 25 000 if the supplier has indicated in the tender that it will deliver the vehicles within 7 months; (vi) a fine of EUR 30,000 if the supplier has indicated in the offer that it will deliver the vehicles within 6 months."*

4. Clause 9.7.2 of the Special Terms and Conditions of the Agreement provides that *"9.7.2. If the supplier fails to deliver the remaining fifty vehicles in a timely manner that meet the requirements of the Technical Specification (criterion 3), then the supplier is subject to a fine of (i) EUR 25,000 if the supplier has indicated in the offer that it will deliver the vehicles within 23 months; (ii) a fine of EUR 50,000 if the supplier has indicated in the offer that it will deliver the vehicles within 22 months; (iii) a fine of EUR 75,000 if the supplier has indicated in*

*the offer that it will deliver the vehicles within 21 months; (iv) a fine of EUR 100,000 if the supplier has indicated in the offer that it will deliver the vehicles within 20 months; (v) a fine of EUR 125 000 if the supplier has indicated in the tender that it will deliver the vehicles within 19 months; (vi) a fine of EUR 150 000 if the supplier has indicated in the tender that it will deliver the vehicles within 18 months; (vii) a fine of EUR 175 000 if the supplier has indicated in the tender that it will deliver the vehicles within 17 months; (viii) a fine of EUR 200 000 if the supplier has indicated in the tender that it will deliver the vehicles within 16 months; (ix) a fine of EUR 225,000 if the supplier has indicated in the tender that it will deliver the vehicles within 15 months; (x) a fine of EUR 250 000 if the supplier has indicated in the tender that it will deliver the vehicles within 14 months; (xi) a fine of EUR 275 000 if the supplier has indicated in the offer that it will deliver the vehicles within 13 months; (xii) a fine of EUR 300 000 if the supplier has indicated in the tender that it will deliver the vehicles within 12 months; (xiii) a fine of EUR 25 000 if the supplier has indicated in the tender that it will deliver the vehicles within 11 months; (xiv) a fine of EUR 325 000 if the supplier has indicated in the tender that it will deliver the vehicles within 10 months; (xv) a fine of EUR 350 000 if the supplier has indicated in the tender that the vehicles will be delivered within 9 months; (xvi) a fine of EUR 375 000 if the supplier has indicated in the tender that the vehicles will be delivered within 8 months; (xvii) a fine of EUR 400 000 if the supplier has indicated in the tender that the vehicles will be delivered within 7 months; (xviii) a fine of EUR 425 000 if the supplier has indicated in the tender that it will deliver the vehicles within 6 months.'*

5. Clauses 11.2.2 and 11.2.3 of the Special Terms and Conditions of the Agreement provide for the cases when the Supplier is deemed to have committed a material breach of the Agreement:

*"11.2.2. if it turns out that the Supplier fails to fulfil the obligations that were established in the tender documents as criteria for the evaluation of the tenders at the time of the evaluation of the tenders and for which the Supplier has been assigned values, when the tender has been evaluated according to the price-quality ratio and the Supplier does not correct the violations within 10 working days;*

*11.2.3 if the Supplier fails to comply with the terms of delivery of the Goods set out in the Agreement 2 consecutive times or delays delivery of the Goods by more than 10 days than the deadline for delivery of the Goods set out in the Contract;"*

6. Clause 22.2.1 of the General Terms and Conditions of the Agreement provides that *"22.2.1. The Buyer unilaterally terminates the Agreement by notifying the Supplier in writing at least 5 (five) days in advance, if the Supplier commits a material breach of the Agreement specified in the Special Terms. The Buyer shall also have the right to terminate the Contract if the Supplier commits a breach of the Contract which corresponds to the characteristics of a material breach of the Agreement specified in the Civil Code of the Republic of Lithuania and, upon receipt of the Buyer's claim, fails to correct the breach within the time period specified in the claim."*

7. The Contracting Authority explains that the Procurement Terms and Conditions set out the above-mentioned conditions of penalties related to the breach of the terms of the contract.

8. If the supplier has indicated when submitting the offer that it will deliver the vehicles within the longest possible terms (i.e. the first 10 vehicles will be delivered within 12 months, and the remaining 50 vehicles will be delivered within 24 months), then if the supplier starts to delay the delivery of the vehicles, default interest will be applied to it as provided for in Clause 9.2.1 of the Special Terms and Conditions of the Agreement. In case of a delay of 10 days in the

delivery of the goods by the Supplier, it is considered that the Supplier has committed a material breach of the contract and in this case the Contracting Authority shall impose the fine provided for in Clause 9.3 of the Special Contract Terms and Conditions on the Supplier. In the case of this example, default interest is calculated only for 10 days and only for the number of vehicles that the supplier does not deliver on time (if the supplier is late in delivering 3 vehicles – default interest is calculated for 3 vehicles; if for 5 vehicles – default interest is calculated for 5 vehicles, etc.).

9. If the supplier has indicated when submitting the tender that it will deliver the vehicles within shorter deadlines and has received quality points for this during the evaluation of the tenders (e.g. the supplier has indicated that the first 10 vehicles will be delivered within 10 months and the remaining 50 vehicles will be delivered within 20 months), in this case the supplier is subject to a fine of EUR 10 000 in the event of a delay in the delivery of the first 10 vehicles (in case of delay in delivery of at least one vehicle) and shall be subject to a fine of EUR 10 000 default interest is provided for in Clause 9.2.1 of the Special Terms and Conditions of the Agreement. In case of a delay of 10 days in the delivery of the goods by the Supplier, it is considered that the Supplier has committed a material breach of the contract and in this case the Contracting Authority shall impose the fine provided for in Clause 9.3 of the Special Contract Terms and Conditions on the Supplier. In the case of this example, default interest is calculated only for 10 days and only for the number of vehicles that the supplier does not deliver on time (if the supplier is late in delivering 3 vehicles – default interest is calculated for 3 vehicles; if for 5 vehicles – default interest is calculated for 5 vehicles, etc.).

10. In response to the part of the supplier's question "*Is there a maximum limit of the total fine that can be applied to a single vehicle?*" The contracting authority explains that the Contracting Conditions do not set a maximum limit of a total fine per vehicle, but in the event of a delay, the maximum duration of the delay is limited to the termination of the contract due to a material breach of the contract.

11. Answering the part of the supplier's question "*If so, what is the maximum percentage or amount that can be charged?*" The Contracting Authority explains that the Procurement Conditions do not specify the maximum percentage or amount that can be applied as a fine, but the penalties are fixed in specific amounts.

12. Answering the part of the supplier's question "*Does the penalty continue indefinitely until delivery, is there a specific cut-off point?*" The contracting authority explains that the maximum possible delay of the supplier is 10 days, therefore default interest is calculated only for this possible maximum period.

**Question 9 (uncorrected)** "We would like to request clarification regarding Point 9.7.1 in relation to the delivery timeline specified in Point 4.1.

According to Point 4.1, the Supplier is required to deliver the first 10 Goods within the shorter of:

- (a) 12 months from the contract's entry into force, or
- (b) the time period specified in the Supplier's tender.

However, Point 9.7.1 outlines penalties only for delays when the Supplier has committed to delivering the vehicles in 11 months or less. There is no mention of a penalty for suppliers who commit to the full 12-month period and still fail to deliver on time.

Could you clarify whether:

A penalty applies if a Supplier commits to the full 12-month timeframe and fails to deliver within that period?

If so, what would the penalty amount be?

Understanding this will help ensure transparency and consistency in the contractual obligations."

(mechanical translation) 'We would like to ask for clarification of point 9.7.1 relating to the delivery time specified in point 4.1.

According to clause 4.1, the Supplier must deliver the first 10 Goods within a shorter of the following periods:

(a) 12 months after the entry into force of the contract, or

(b) the time limit specified in the supplier's offer.

However, point 9.7.1 provides for fines only for delays where the supplier has undertaken to deliver the vehicles within 11 months or less. There is no mention of a fine for suppliers who undertake to comply with the entire 12-month period and still fail to deliver on time.

Could you specify whether:

Is the penalty imposed if the supplier undertakes to deliver the goods within the entire 12-month period and does not deliver the goods within that period?

If so, what would be the amount of the fine?

Understanding this will help ensure transparency and consistency of contractual obligations."

**Answer:**

1. Clause 9.2.1 of the Special Terms and Conditions of the Agreement provides that *"9.2.1. If the Supplier delays the execution of the order, the delivery of the Goods or the correction of their defects or fails to fulfil other contractual obligations, insofar as it is not related to the cases provided for in clause 9.7 of the Special Terms and Conditions of the Agreement, the Buyer shall charge the Supplier default interest in the amount of 0.02 per cent for each day of delay from the price of the Goods or Goods with defects not delivered on time, excluding VAT."*

2. Clause 9.3 of the Special Terms and Conditions of the Agreement provides that *"In case of termination of the Agreement due to a material breach of the Agreement established in the Special Terms and Conditions of the Agreement, a fine of 10 per cent of the value of the Initial Contract excluding VAT specified in Clause 5.2 of the Special Terms and Conditions shall be paid."*

3. Clause 9.7.1 of the Special Terms and Conditions of the Agreement provides that *"9.7.1. If the supplier fails to deliver the first ten vehicles in a timely manner that meet the requirements of the Technical Specification (criterion 2), then the supplier shall be fined (i) EUR 5,000 if the supplier has indicated in the offer that it will deliver the vehicles within 11 months; (ii) a fine of EUR 10,000 if the supplier has indicated in the tender that it will deliver the vehicles within 10 months; (iii) a fine of EUR 15,000 if the supplier has indicated in the tender that it will deliver the vehicles within 9 months; (iv) a fine of EUR 20,000 if the supplier has indicated in the offer that it will deliver the vehicles within 8 months; (v) a fine of EUR 25 000 if the supplier has indicated in the tender that it will deliver the vehicles within 7 months; (vi) a fine of EUR 30,000 if the supplier has indicated in the offer that it will deliver the vehicles within 6 months."*

4. Clause 9.7.2 of the Special Terms and Conditions of the Agreement provides that *"9.7.2. If the supplier fails to deliver the remaining fifty vehicles in a timely manner that meet the requirements of the Technical Specification (criterion 3), then the supplier is subject to a fine of (i) EUR 25,000 if the supplier has indicated in the offer that it will deliver the vehicles within 23 months; (ii) a fine of EUR 50,000 if the supplier has indicated in the offer that it will*

*deliver the vehicles within 22 months; (iii) a fine of EUR 75,000 if the supplier has indicated in the offer that it will deliver the vehicles within 21 months; (iv) a fine of EUR 100,000 if the supplier has indicated in the offer that it will deliver the vehicles within 20 months; (v) a fine of EUR 125 000 if the supplier has indicated in the tender that it will deliver the vehicles within 19 months; (vi) a fine of EUR 150 000 if the supplier has indicated in the tender that it will deliver the vehicles within 18 months; (vii) a fine of EUR 175 000 if the supplier has indicated in the tender that it will deliver the vehicles within 17 months; (viii) a fine of EUR 200 000 if the supplier has indicated in the tender that it will deliver the vehicles within 16 months; (ix) a fine of EUR 225,000 if the supplier has indicated in the tender that it will deliver the vehicles within 15 months; (x) a fine of EUR 250 000 if the supplier has indicated in the tender that it will deliver the vehicles within 14 months; (xi) a fine of EUR 275 000 if the supplier has indicated in the offer that it will deliver the vehicles within 13 months; (xii) a fine of EUR 300 000 if the supplier has indicated in the tender that it will deliver the vehicles within 12 months; (xiii) a fine of EUR 25 000 if the supplier has indicated in the tender that it will deliver the vehicles within 11 months; (xiv) a fine of EUR 325 000 if the supplier has indicated in the tender that it will deliver the vehicles within 10 months; (xv) a fine of EUR 350 000 if the supplier has indicated in the tender that the vehicles will be delivered within 9 months; (xvi) a fine of EUR 375 000 if the supplier has indicated in the tender that the vehicles will be delivered within 8 months; (xvii) a fine of EUR 400 000 if the supplier has indicated in the tender that the vehicles will be delivered within 7 months; (xviii) a fine of EUR 425 000 if the supplier has indicated in the tender that it will deliver the vehicles within 6 months.'*

5. Clauses 11.2.2 and 11.2.3 of the Special Terms and Conditions of the Agreement provide for the cases when the Supplier is deemed to have committed a material breach of the Agreement:

*"11.2.2. if it turns out that the Supplier fails to fulfil the obligations that were established in the tender documents as criteria for the evaluation of the tenders at the time of the evaluation of the tenders and for which the Supplier has been assigned values, when the tender has been evaluated according to the price-quality ratio and the Supplier does not correct the violations within 10 working days;*

*11.2.3 if the Supplier fails to comply with the terms of delivery of the Goods set out in the Agreement 2 consecutive times or delays delivery of the Goods by more than 10 days than the deadline for delivery of the Goods set out in the Contract;"*

6. Clause 22.2.1 of the General Terms and Conditions of the Agreement provides that *"22.2.1. The Buyer unilaterally terminates the Agreement by notifying the Supplier in writing at least 5 (five) days in advance, if the Supplier commits a material breach of the Agreement specified in the Special Terms. The Buyer shall also have the right to terminate the Contract if the Supplier commits a breach of the Contract which corresponds to the characteristics of a material breach of the Agreement specified in the Civil Code of the Republic of Lithuania and, upon receipt of the Buyer's claim, fails to correct the breach within the time period specified in the claim."*

7. The Contracting Authority explains that the Procurement Terms and Conditions set out the above-mentioned conditions of penalties related to the breach of the terms of the contract.

8. If the supplier has indicated when submitting the offer that it will deliver the vehicles within the longest possible terms (i.e. the first 10 vehicles will be delivered within 12 months, and the remaining 50 vehicles will be delivered within 24 months), then if the supplier starts to delay the delivery of the vehicles, default interest will be applied to it as provided for in Clause

9.2.1 of the Special Terms and Conditions of the Agreement. In case of a delay of 10 days in the delivery of the goods by the Supplier, it is considered that the Supplier has committed a material breach of the contract and in this case the Contracting Authority shall impose the fine provided for in Clause 9.3 of the Special Contract Terms and Conditions on the Supplier. In the case of this example, default interest is calculated only for 10 days and only for the number of vehicles that the supplier does not deliver on time (if the supplier is late in delivering 3 vehicles – default interest is calculated for 3 vehicles; if for 5 vehicles – default interest is calculated for 5 vehicles, etc.).

9. If the supplier has indicated when submitting the tender that it will deliver the vehicles within shorter deadlines and has received quality points for this during the evaluation of the tenders (e.g. the supplier has indicated that the first 10 vehicles will be delivered within 10 months and the remaining 50 vehicles will be delivered within 20 months), in this case the supplier is subject to a fine of EUR 10 000 in the event of a delay in the delivery of the first 10 vehicles (in case of delay in delivery of at least one vehicle) and shall be subject to a fine of EUR 10 000 default interest is provided for in Clause 9.2.1 of the Special Terms and Conditions of the Agreement. In case of a delay of 10 days in the delivery of the goods by the Supplier, it is considered that the Supplier has committed a material breach of the contract and in this case the Contracting Authority shall impose the fine provided for in Clause 9.3 of the Special Contract Terms and Conditions on the Supplier. In the case of this example, default interest is calculated only for 10 days and only for the number of vehicles that the supplier does not deliver on time (if the supplier is late in delivering 3 vehicles – default interest is calculated for 3 vehicles; if for 5 vehicles – default interest is calculated for 5 vehicles, etc.).

10. In answer to the part of the supplier's question *'is the penalty applicable if the supplier undertakes to deliver the goods within the entire period of 12 months and does not deliver the goods within that period?'* The contracting authority explains that if the supplier fails to deliver the vehicles within 12 months, in which case default interest will be charged to him and if the delay exceeds 10 days, in which case the supplier shall be deemed to have committed a material breach of contract and shall then be fined as having committed the material infringement.

11. Answering the part of the supplier's question *"what would be the amount of the fine?"* The contracting authority explains that during the delay, default interest of 0.02% is applied for vehicles not delivered for each day, and in the case of a delay of 10 days, a *"penalty of 10% of the value of the Initial Contract excluding VAT specified in clause 5.2 of the Special Terms and Conditions is applied"*.

**Question 10 (uncorrected)** 'We would like to request clarification regarding Point 9.7.2 in relation to the delivery timeline specified for the remaining 50 vehicles.

As stated in the contract, the Supplier must deliver these vehicles within the shorter of:  
(a) 24 months from the contract's entry into force, or  
(b) the time period specified in the Supplier's tender.

However, Point 9.7.2 outlines penalties only for delays when the Supplier has committed to delivering the vehicles in 23 months or less. There is no mention of a penalty for suppliers who commit to the full 24-month period and fail to deliver on time.

Could you clarify whether:

A penalty applies if a Supplier commits to the full 24-month timeframe and fails to deliver within that period?

If so, what would the penalty amount be?

Understanding this will help ensure transparency and consistency in the contractual obligations."

(mechanical translation) "We would like to ask for clarification of point 9.7.2 relating to the delivery time set for the remaining 50 vehicles.

As specified in the contract, the supplier must deliver the following vehicles within a shorter of the following periods:

- (a) for a period of 24 months from the date of entry into force of the contract, or
- (b) the time limit specified in the supplier's offer.

However, clause 9.7.2 provides for penalties only for delays where the Supplier has undertaken to deliver the vehicles within 23 months or less. There is no mention of a fine for suppliers who undertake to comply with the entire 24-month period and fail to deliver the goods on time.

Could you specify whether:

A penalty is imposed if the supplier undertakes to deliver the goods within the entire 24-month period and does not deliver the goods within that period?

If so, what would be the amount of the fine?

Understanding this will help ensure transparency and consistency of contractual obligations."

**Answer:**

1. Clause 9.2.1 of the Special Terms and Conditions of the Agreement provides that *"9.2.1. If the Supplier delays the execution of the order, the delivery of the Goods or the correction of their defects or fails to fulfil other contractual obligations, insofar as it is not related to the cases provided for in clause 9.7 of the Special Terms and Conditions of the Agreement, the Buyer shall charge the Supplier default interest in the amount of 0.02 per cent for each day of delay from the price of the Goods or Goods with defects not delivered on time, excluding VAT."*

2. Clause 9.3 of the Special Terms and Conditions of the Agreement provides that *"In case of termination of the Agreement due to a material breach of the Agreement established in the Special Terms and Conditions of the Agreement, a fine of 10 per cent of the value of the Initial Contract excluding VAT specified in Clause 5.2 of the Special Terms and Conditions shall be paid."*

3. Clause 9.7.1 of the Special Terms and Conditions of the Agreement provides that *"9.7.1. If the supplier fails to deliver the first ten vehicles in a timely manner that meet the requirements of the Technical Specification (criterion 2), then the supplier shall be fined (i) EUR 5,000 if the supplier has indicated in the offer that it will deliver the vehicles within 11 months; (ii) a fine of EUR 10,000 if the supplier has indicated in the tender that it will deliver the vehicles within 10 months; (iii) a fine of EUR 15,000 if the supplier has indicated in the tender that it will deliver the vehicles within 9 months; (iv) a fine of EUR 20,000 if the supplier has indicated in the offer that it will deliver the vehicles within 8 months; (v) a fine of EUR 25 000 if the supplier has indicated in the tender that it will deliver the vehicles within 7 months; (vi) a fine of EUR 30,000 if the supplier has indicated in the offer that it will deliver the vehicles within 6 months."*

4. Clause 9.7.2 of the Special Terms and Conditions of the Agreement provides that *"9.7.2. If the supplier fails to deliver the remaining fifty vehicles in a timely manner that meet the requirements of the Technical Specification (criterion 3), then the supplier is subject to a fine of (i) EUR 25,000 if the supplier has indicated in the offer that it will deliver the vehicles within 23 months; (ii) a fine of EUR 50,000 if the supplier has indicated in the offer that it will deliver the vehicles within 22 months; (iii) a fine of EUR 75,000 if the supplier has indicated in*

*the offer that it will deliver the vehicles within 21 months; (iv) a fine of EUR 100,000 if the supplier has indicated in the offer that it will deliver the vehicles within 20 months; (v) a fine of EUR 125 000 if the supplier has indicated in the tender that it will deliver the vehicles within 19 months; (vi) a fine of EUR 150 000 if the supplier has indicated in the tender that it will deliver the vehicles within 18 months; (vii) a fine of EUR 175 000 if the supplier has indicated in the tender that it will deliver the vehicles within 17 months; (viii) a fine of EUR 200 000 if the supplier has indicated in the tender that it will deliver the vehicles within 16 months; (ix) a fine of EUR 225,000 if the supplier has indicated in the tender that it will deliver the vehicles within 15 months; (x) a fine of EUR 250 000 if the supplier has indicated in the tender that it will deliver the vehicles within 14 months; (xi) a fine of EUR 275 000 if the supplier has indicated in the offer that it will deliver the vehicles within 13 months; (xii) a fine of EUR 300 000 if the supplier has indicated in the tender that it will deliver the vehicles within 12 months; (xiii) a fine of EUR 25 000 if the supplier has indicated in the tender that it will deliver the vehicles within 11 months; (xiv) a fine of EUR 325 000 if the supplier has indicated in the tender that it will deliver the vehicles within 10 months; (xv) a fine of EUR 350 000 if the supplier has indicated in the tender that the vehicles will be delivered within 9 months; (xvi) a fine of EUR 375 000 if the supplier has indicated in the tender that the vehicles will be delivered within 8 months; (xvii) a fine of EUR 400 000 if the supplier has indicated in the tender that the vehicles will be delivered within 7 months; (xviii) a fine of EUR 425 000 if the supplier has indicated in the tender that it will deliver the vehicles within 6 months.'*

5. Clauses 11.2.2 and 11.2.3 of the Special Terms and Conditions of the Agreement provide for the cases when the Supplier is deemed to have committed a material breach of the Agreement:

*"11.2.2. if it turns out that the Supplier fails to fulfil the obligations that were established in the tender documents as criteria for the evaluation of the tenders at the time of the evaluation of the tenders and for which the Supplier has been assigned values, when the tender has been evaluated according to the price-quality ratio and the Supplier does not correct the violations within 10 working days;*

*11.2.3 if the Supplier fails to comply with the terms of delivery of the Goods set out in the Agreement 2 consecutive times or delays delivery of the Goods by more than 10 days than the deadline for delivery of the Goods set out in the Contract;"*

6. Clause 22.2.1 of the General Terms and Conditions of the Agreement provides that *"22.2.1. The Buyer unilaterally terminates the Agreement by notifying the Supplier in writing at least 5 (five) days in advance, if the Supplier commits a material breach of the Agreement specified in the Special Terms. The Buyer shall also have the right to terminate the Contract if the Supplier commits a breach of the Contract which corresponds to the characteristics of a material breach of the Agreement specified in the Civil Code of the Republic of Lithuania and, upon receipt of the Buyer's claim, fails to correct the breach within the time period specified in the claim."*

7. The Contracting Authority explains that the Procurement Terms and Conditions set out the above-mentioned conditions of penalties related to the breach of the terms of the contract.

8. If the supplier has indicated when submitting the offer that it will deliver the vehicles within the longest possible terms (i.e. the first 10 vehicles will be delivered within 12 months, and the remaining 50 vehicles will be delivered within 24 months), then if the supplier starts to delay the delivery of the vehicles, default interest will be applied to it as provided for in Clause 9.2.1 of the Special Terms and Conditions of the Agreement. In case of a delay of 10 days in the

delivery of the goods by the Supplier, it is considered that the Supplier has committed a material breach of the contract and in this case the Contracting Authority shall impose the fine provided for in Clause 9.3 of the Special Contract Terms and Conditions on the Supplier. In the case of this example, default interest is calculated only for 10 days and only for the number of vehicles that the supplier does not deliver on time (if the supplier is late in delivering 3 vehicles – default interest is calculated for 3 vehicles; if for 5 vehicles – default interest is calculated for 5 vehicles, etc.).

9. If the supplier has indicated when submitting the tender that it will deliver the vehicles within shorter deadlines and has received quality points for this during the evaluation of the tenders (e.g. the supplier has indicated that the first 10 vehicles will be delivered within 10 months and the remaining 50 vehicles will be delivered within 20 months), in this case the supplier is subject to a fine of EUR 10 000 in the event of a delay in the delivery of the first 10 vehicles (in case of delay in delivery of at least one vehicle) and shall be subject to a fine of EUR 10 000 default interest is provided for in Clause 9.2.1 of the Special Terms and Conditions of the Agreement. In case of a delay of 10 days in the delivery of the goods by the Supplier, it is considered that the Supplier has committed a material breach of the contract and in this case the Contracting Authority shall impose the fine provided for in Clause 9.3 of the Special Contract Terms and Conditions on the Supplier. In the case of this example, default interest is calculated only for 10 days and only for the number of vehicles that the supplier does not deliver on time (if the supplier is late in delivering 3 vehicles – default interest is calculated for 3 vehicles; if for 5 vehicles – default interest is calculated for 5 vehicles, etc.).

10. In answer to the part of the supplier's question "*does the penalty apply if the supplier undertakes to deliver the goods within the entire period of 24 months and does not deliver the goods within that period?*" The contracting authority explains that if the supplier fails to deliver the vehicles within 24 months, in that case default interest will be charged to him and if the delay exceeds 10 days, in which case the supplier shall be deemed to have committed a material breach of contract and shall then be fined as having committed a material infringement.

11. Answering the part of the supplier's question "*what would be the amount of the fine?*" The contracting authority explains that during the delay, default interest of 0.02% is applied for vehicles not delivered for each day, and in the case of a delay of 10 days, a "*penalty of 10% of the value of the Initial Contract excluding VAT specified in clause 5.2 of the Special Terms and Conditions is applied*".

**Question 11 (uncorrected)** "We would like to request clarification regarding Points 9.7.3 and 9.7.4, specifically concerning what constitutes "failure to comply with the terms" of the Type 1 guarantee (Criterion 5) and Type 4 guarantee (Criterion 6).

Could you please provide:

Specific examples of what would be considered non-compliance under these guarantees?

How non-compliance will be measured and determined?

Who will be responsible for assessing and verifying non-compliance?

Understanding these details will help ensure full compliance with the contract and avoid any ambiguity in the interpretation of these penalties."

(mechanical translation) "We would like to ask for clarification of points 9.7.3 and 9.7.4, specifically regarding what constitutes non-compliance with the conditions of the Type 1 guarantee (Criterion 5) and the conditions of the Type 4 guarantee (Criterion 6).

Could you provide:

Specific examples of what would be considered a breach under these guarantees?

How will a case of non-compliance be assessed and identified?

Who will be responsible for assessing and checking cases of non-compliance?

Understanding these details will help to ensure full compliance with the treaty and avoid any ambiguity in the interpretation of these sanctions."

**Answer:**

1. Clause 6.1.1 of the Special Terms and Conditions of the Agreement provides that *"6.1.1. A basic vehicle is covered by the warranty for a minimum of [2 years] or up to [200,000] km of mileage, whichever comes first. This warranty does not cover perforated corrosion of the body and defects in the paint coating. This warranty is hereinafter referred to as the Type 1 warranty."*

2. Clause 6.1.1 of the Special Terms and Conditions of the Agreement provides that *"6.1.4. The recycled vehicle, with the exception of base vehicle elements, stretcher supports, electric stretcher loading system and electric stretcher, is covered by a warranty of at least [2 years]. This warranty is hereinafter referred to as the Type 4 warranty."*

3. Clauses 9.7.3 and 9.7.4 of the Special Terms and Conditions of the Agreement provide that

*"9.7.3. If the supplier fails to comply with the conditions of the Type 1 guarantee during the period of validity of the guarantee (criterion 5), in that case the supplier shall be subject to a fine of EUR 1 500 for each case identified.*

*9.7.4. If the Supplier fails to comply with the conditions of the Type 4 guarantee during the period of validity of the guarantee (Criterion 6), in this case the Supplier shall be subject to a fine of EUR 1 500 for each case identified."*

4. In response to the part of the supplier's question *"Specific examples of what would be considered a non-compliance under these guarantees"*, the Contracting Authority explains that a failure to comply with the conditions of the guarantee would be considered to be a case in which the supplier refuses to apply the terms of the guarantee (e.g. in the event of a breakdown of the vehicle, when the fault does not depend on the Contracting Authority, the supplier shall refuse to repair the vehicle)

5. In response to the part of the supplier's question *"How the case of non-compliance will be assessed and determined"*, the Contracting Authority explains that non-compliance would be treated in such a case if, for example, the supplier is required to carry out repair work, but refuses to do so.

6. In response to the part of the supplier's question *"Who will be responsible for assessing and checking cases of non-compliance"*, the Contracting Authority explains that this process usually takes place as follows: (i) the Contracting Authority determines that the vehicle has broken down and contacts the supplier, (ii) the supplier assesses the failure of the vehicle and decides whether it is a warranty case, (iii) if the warranty supplier carries out repairs, if the case is not the warranty supplier, the supplier refuses to carry out the repairs, (iv) if the Contracting Authority considers that the repair is due and the supplier considers that it does not belong to it, the dispute shall be resolved by the competent authorities. If, after the dispute has been resolved by the competent authority, it is found that the supplier has not complied with the requirement to properly apply the warranty conditions, the Contracting Authority shall impose a fine on the supplier for non-compliance with the conditions of the guarantee.

**Question 12 (uncorrected)** 'We would like to request clarification regarding Points 9.9.1 to 9.9.6, specifically on what constitutes "failure to comply with the terms" of the Type 2, Type 3, Type 5, Type 6, Type 7, and Type 8 guarantees during their respective guarantee periods.

Could you please provide:

Specific examples of what would be considered non-compliance under each guarantee type?

How non-compliance will be measured and determined?

Who will be responsible for assessing and verifying non-compliance?

This clarification will help ensure a shared understanding of the contractual requirements and avoid any ambiguity in the interpretation of these penalties."

(mechanical translation) "We would like to ask for clarification of clauses 9.9.1 to 9.9.6, specifically regarding what constitutes a 'non-compliance' of the Type 2, Type 3, Type 5, Type 6, Type 7 and Type 8 warranties during the respective warranty periods.

Could you provide:

Specific examples of what would be considered a non-compliance under each type of warranty?

How will a case of non-compliance be assessed and identified?

Who will be responsible for assessing and checking cases of non-compliance?

This clarification will help to ensure a common understanding of the contractual requirements and to avoid any ambiguity in the interpretation of these sanctions.'

**Answer:**

1. Clauses 6.1.2 and 6.1.3 of the Special Contractual Conditions provide that  
'6.1.2. *The basic vehicle shall be covered by a warranty of at least 5 years against corrosion of the body. This warranty is hereinafter referred to as the Type 2 warranty.*

6.1.3. *The base vehicle shall be covered by a paint coating warranty of at least 3 years. This warranty is hereinafter referred to as the Type 3 warranty.'*

2. Clauses 6.1.5, 6.1.6, 6.1.7, 6.1.8 of the Special Terms and Conditions of the Agreement provide that

*'6.1.5. Stretcher supports, electric stretcher loading system and electric stretcher (other than electric stretcher battery) shall be covered by a warranty of at least 5 years. This warranty is hereinafter referred to as the Type 5 Warranty.*

*6.1.6. Stretcher supports, electric stretcher loading system, electric stretcher (including electric stretcher battery) shall be subject to a warranty for the supply of spare parts for a period of at least 1 year after the termination of their serial production, calculated from the end of the Type 5 warranty. This warranty is hereinafter referred to as the Type 6 Warranty.*

*6.1.7. The electric stretcher battery is covered by a warranty of at least 6 months. This warranty is hereinafter referred to as the Type 7 warranty.*

*6.1.8. The design of the vehicle (in cases of fading and detachment) is covered by a warranty of at least 2 years. This warranty is hereinafter referred to as the Type 8 warranty.'*

3. Clauses 9.9.1 to 9.9.6 of the Special Contractual Conditions provide that

*"9.9.1. If the supplier fails to comply with the conditions of the Type 2 guarantee during the period of validity of the guarantee, the supplier shall be subject to a fine of EUR 1 500 for each case identified.*

*9.9.2. If the Supplier fails to comply with the conditions of the Type 3 guarantee during the period of validity of the warranty, in this case the Supplier shall be subject to a fine of EUR 1,500 for each specified case.*

9.9.3. *If the Supplier fails to comply with the conditions of the Type 5 guarantee during the warranty period, in this case the Supplier shall be subject to a fine of EUR 2,500 for each specified case.*

9.9.4. *If the Supplier fails to comply with the conditions of the Type 6 guarantee during the period of validity of the warranty, in this case the Supplier shall be subject to a fine of EUR 500 for each specified case.*

9.9.5. *If the Supplier fails to comply with the conditions of the Type 7 warranty during the warranty period, in this case the Supplier shall be subject to a fine of EUR 500 for each specified case.*

9.9.6. *If the Supplier fails to comply with the conditions of the Type 8 guarantee during the period of validity of the warranty, in this case the Supplier shall be subject to a fine of EUR 500 for each specified case."*

4. In response to the part of the supplier's question "*Specific examples, what would be considered a non-compliance under each type of warranty?*" The contracting authority explains that: (i) if the supplier refuses to repair the vehicle in the event of perforated corrosion of the body, in which case this will be considered a non-compliance; (ii) if the supplier refuses to repair the vehicle in the event of defects in the paint coating, in which case this will be considered as non-compliance; (iii) if in the event of a failure of the Stretcher Supports, the Electric Stretcher Charging System and the Electric Stretcher (other than the electric stretcher battery) the supplier refuses to repair the specified elements, in which case this will be considered a non-compliance with the requirements; (iv) if, following the discontinuation of serial production, the supplier of stretcher supports, electric stretcher loading systems, electric stretcher (including electric stretcher battery) refuses to supply spare parts, in which case this will be considered a non-compliance; (v) If, in the event of a failure of the battery of the electric stretcher, the supplier refuses to repair or replace the battery, in which case this will be considered a non-compliance.

5. In response to the part of the supplier's question "*How will the case of non-compliance be assessed and determined?*" The contracting authority explains that non-compliance would be treated if, for example, the supplier is responsible for carrying out the repair work, but refuses to do so.

6. In response to the part of the supplier's question "*Who will be responsible for the assessment and verification of cases of non-compliance*", the Contracting Authority explains that this process usually takes place as follows: (i) the Contracting Authority determines that the element is defective and contacts the supplier, (ii) the supplier assesses the fault of the element and decides whether it is a warranty case, (iii) if the warranty supplier carries out repairs, if the case is not the warranty supplier, refuses to carry out repairs, (iv) if the Contracting Authority considers that the repair is due and the supplier considers that it is not, then the dispute shall be settled by the competent authorities. If, after the dispute has been resolved by the competent authority, it is found that the supplier has not complied with the requirement to properly apply the warranty conditions, the Contracting Authority shall impose a fine on the supplier for non-compliance with the conditions of the guarantee.

**Question 13 (uncorrected)** 'We seek clarification regarding Point 9.9.7, which states that failure to comply with the Guarantee Maintenance conditions set out in Point 6.2.1 of the Special Conditions will result in a fine of EUR 500 per instance found.

We kindly request confirmation on the following points:

Does Point 9.9.7 apply only to Point 6.2.1, or does it also include Points 6.2.1.1 through 6.2.1.5?

Could you confirm that this penalty does not relate to the final repair and return of the vehicle, but rather to the specific conditions outlined in Point 6.2.1, including:

The vehicle being accepted into a technical service centre within 24 hours (if no service centre is available in Lithuania).

A response to a breakdown notification within 48 hours of delivery to the service centre.

A written service plan submitted within 3 working days of delivery, including:

(i) The nature of the fault.

(ii) The planned course of action for repair.

(iii) The provisional timeframe for repair.

We propose the implementation of a Service Level Agreement (SLA) that allows for an average response time for all service response times over the duration of the contract. This would provide the supplier with a realistic and achievable target while also encouraging even faster response times when conditions allow.

We appreciate your clarification on these points to ensure full compliance with the contract requirements."

(mechanical translation) "We seek clarification regarding clause 9.9.7, which states that for non-compliance with the conditions of guarantee maintenance set out in clause 6.2.1 of the Special Conditions, a fine of EUR 500 is threatened for each case established.

Please confirm the following:

Does point 9.9.7 apply only to point 6.2.1 or does it also cover points 6.2.1.1 to 6.2.1.5?

Could you confirm that this penalty does not relate to the final repair and return of the vehicle, but to the specific conditions specified in point 6.2.1, including:

The vehicle is accepted to the technical service centre within 24 hours (if there is no service centre in Lithuania).

Response to a fault report within 48 hours of delivery to the service center.

A written service plan submitted within 3 business days of delivery, including:

(i) the nature of the fault.

(ii) the planned course of repair operations.

(iii) Preliminary Term of Repair.

We propose to implement a Service Level Agreement (SLA), which would allow for the establishment of an average response time to all service times during the period of validity of the contract. This would provide the supplier with a realistic and achievable goal, as well as encourage an even faster response time when conditions allow.

We are grateful for your clarification on these issues to ensure full compliance with the requirements of the contract."

**Answer:**

1. Clause 6.2.1 of the Specific Contractual Clauses provides that

*"6.2.1. In the event of a breakdown of the vehicle and/or the equipment supplied with the vehicle (except for the Stretcher Base, Stretcher Support, Electric Stretcher):*

*6.2.1.1. If the manufacturer of the Base Vehicle and/or the manufacturer of the Recycled Vehicle has a technical service centre in the territory of the Republic of Lithuania, in case of breakdown of the vehicle, the Contracting Authority shall deliver the vehicle to the technical service centre located in the territory of the Republic of Lithuania at its own expense. In the event that the technical service centre is not located in the territory of the Republic of Lithuania, in case of a breakdown, the vehicle must be delivered to the technical service centre by the*

*Supplier at its own expense. In case of vehicle breakdown and in the absence of a technical service centre in the territory of the Republic of Lithuania, the supplier must come to pick up the vehicle for transportation no later than within 24 hours from the moment of receipt of the notification.*

*6.2.1.2. If the technical service centre for the equipment supplied together with the Vehicle is located in the territory of the Republic of Lithuania, in case of equipment failure, the Vehicle or separately dismantled equipment (if it can be separated from the Vehicle) shall be delivered by the Contracting Authority to the technical service centre at its own expense. In the event that the service centre is not located in the territory of the Republic of Lithuania, the Vehicle or separately dismantled equipment (if it can be separated from the Vehicle) shall be delivered by the Supplier to the service centre at its own expense.*

*6.2.1.3. The Supplier must respond to the Contracting Authority's notification of a failure within 48 hours from the moment of delivery of the Vehicle and/or equipment supplied together with the Vehicle to the Technical Service Centre. The response shall include the following actions: (i) the Supplier must inform the Contracting Authority, in writing or orally, that the failure report has been received and included in the service process; (ii) With the consent of the contracting authority, the supplier must initiate a diagnosis of the causes of the failure, including an inspection of the vehicle or equipment. The Supplier must submit a written service plan to the Contracting Authority not later than within 3 working days from the moment of delivery of the Vehicle and/or equipment supplied together with the Vehicle to the Technical Service Centre, which would indicate: (i) the nature of the failure; (ii) the progress of the repair work; (iii) Preliminary term of repairs.*

*6.2.1.4. The Supplier must ensure that all works performed are properly documented and copies of the work report are provided to the Contracting Authority.*

*6.2.1.5. The requirements specified in this section do not apply to Stretcher Supports, Electric Stretcher Loading System and Electric Stretchers for which the service and repair conditions are provided separately (see Clauses 6.2.2., 6.2.3 of the Special Terms and Conditions of the Agreement)."*

*2. Clause 9.9.7 of the Special Terms and Conditions of the Agreement provides that "9.9.7. If the Supplier fails to comply with the Warranty Conditions provided for in Clause 6.2.1 of the Special Conditions, in this case the Supplier shall be fined EUR 500 for each specified case."*

*3. In response to the part of the supplier's question "Does Clause 9.9.7 apply only to Clause 6.2.1 or does it also include Clauses 6.2.1.1 to 6.2.1.5", the Contracting Authority explains that Clause 6.2.1 of the Special Contractual Conditions consists of five clauses (from 6.2.1.1 to 6.2.1.5), therefore, Clause 9.9.7 of the Special Contractual Clauses applies to all clauses of clause 6.2.1 of the Special Contractual Terms and conditions set out in this clause.*

*4. In response to the part of the supplier's question "Could you confirm that this penalty does not relate to the final repair and return of the vehicle, but to the specific conditions specified in clause 6.2.1, including: (i) The vehicle is accepted to the service centre within 24 hours (if there is no service centre in Lithuania); (ii) Response to the fault report within 48 hours of delivery to the service center (iii) A written service plan submitted within 3 business days of delivery, including: (i) the nature of the fault. (ii) the planned course of repair operations. (iii) Preliminary Term of Repair." The contracting authority explains that the fine specified in clause 9.9.7 of the Special Contract Terms and Conditions is applied to the conditions specified in clause 6.2.1 of the Special Procurement Conditions, including, but not limited to, (i) pick-up of the vehicle from the place of failure, if the technical service centre is not located in the territory*

of the Republic of Lithuania; (ii) take response actions within 48 hours at the latest; (iii) submission of a written service plan to the Contracting Authority within 3 working days, i.e. if the supplier does not pick up the vehicle, if the technical service centre is not located in the territory of the Republic of Lithuania; fails to take all response actions within 48 hours; if you do not submit a written service plan within 3 working days.

5. In response to the part of the supplier's question "*We propose to implement a service level agreement (SLA), according to which it would be possible to establish an average response time to all service times during the period of validity of the contract <... >*" The Contracting Authority explains that during the public procurement, when signing a procurement contract, its terms and conditions cannot be changed. This provision is entrenched in Paragraph 3 of Article 86 of the PSO, which states that when concluding a procurement contract or framework agreement, it may not change the price, costs or other conditions of the bid of the winning supplier. It has also been repeatedly noted in the case law of the Supreme Court of Lithuania that a contract concluded by means of a public procurement may not be amended in such a way as to change the essential conditions under which suppliers submitted tenders.

In this regard, the terms of the contract clearly establish the service level (SLA) procedure, which cannot be changed either during the signing or execution of the contract. Therefore, taking into account the above, the Contracting Authority will not change the Service Level Agreement (SLA), as this would be a substantial change in the procurement conditions that do not comply with the requirements of the PSO and the case law.

**Question 14 (uncorrected wording)** '*Table 16 – Item 1 – The gross vehicle weight of the vehicle may not be 4500 kg, the vehicle type M1AFSC for which the weight of the car is intended to be 3500 kg. Is the requirement formed correctly?*'

**Answer:**

1. Point 1 of Annex 2 to the Special Procurement Conditions provides that "*1. At the time of this procurement, the contracting authority shall acquire ambulances (hereinafter referred to as the Vehicle) (Vehicle code M1AFSC), for which the requirements are set out in this document (technical specification).*"

2. Line 1 of Table 1 of Annex 2 to the Special Procurement Conditions specifies the general parameter of the Vehicle – Vehicle code – M1AFSC.

3. Row 1 of Table 1 of Annex 2 to the Special Procurement Conditions specifies the requirement for a Recycled Vehicle: '*Vehicle weight not exceeding 4500 kg*'.

4. The vehicle code was established taking into account the requirements of the categories and classes of motor vehicles and their trailers by design, approved by the Order No. 2B-479 of the Head of the State Road Transport Inspectorate under the Ministry of Transport and Communications of 2 December 2008, which established that (i) vehicles intended for the carriage of passengers are divided into 3 classes:

*'8.1. Class M1 means a vehicle for the carriage of passengers with a maximum of 8 seats for passengers and 1 seat for the driver (passenger car);*

*8.2. Class M2 – a vehicle for the carriage of passengers with more than 8 seats for passengers and 1 seat for the driver, the technically permissible laden mass of the vehicle (gross) of which does not exceed 5 t (bus);*

*8.3. Class M3 means a passenger vehicle with more than 8 passenger seats and 1 driver's seat, with a technically permissible laden vehicle weight (gross) of more than 5 tonnes (bus).';*

(ii) if the vehicle does not comply with the code from AA to AE, then it should be assigned the AF code:

*'13.6. AF – multi-purpose vehicle (universal vehicle) means motor vehicles, other than those with codes AA to AE, intended for the conveyance of passengers and their luggage or goods;'*

(iii) if the vehicle involves medical assistance, it should be coded SC:

*"18.3. SC – medical assistance vehicle – a vehicle of category M intended for the transport of sick and injured persons and equipped with special equipment for this purpose;"*

Taking into account the above, the M1AFSC code was selected for the purchased object.

5. In accordance with the legislation in force, M1AFSC vehicles are M1 class medical vehicles with a multi-purpose body type. Vehicles of class M1 are intended for the carriage of passengers and have a maximum of 8 seats for passengers and 1 seat for the driver. The maximum permissible mass of these vehicles is not limited to 3500 kg; this means that cars of the M1 class can exceed 3500 kg.

6. Answering the part of the supplier's question *"Is the claim correctly formed?"* The contracting authority shall explain that the class and category of the Vehicle have been selected correctly. The maximum mass of the Vehicle is also chosen correctly.

**Question 15 (language not corrected)** *'Table 42 – point 1 – Please provide the specifications of the equipment so that we can create space and supports for this equipment (tablet, computer, radio system, etc.).'*

**Answer:**

1. Row 1 of Table 1 of Annex 2 to the Special Procurement Conditions contains the following requirement:

*'1. Upon receipt from the Contracting Authority, the Supplier will have to install the following items in the Driver's Department: (i) a tablet, (ii) a walkie-talkie system consisting of a radio control panel and a walkie-talkie unit, (iii) a recorder.'*

2. The Contracting Authority may not provide the supplier with (i) the specifications of the tablet, (ii) the walkie-talkie system consisting of a radio control panel and a walkie-talkie unit, (iii) the registrar, as the Contracting Authority has not currently purchased these items. As this location is not detailed, Chapter IIII of Annex 2 to the Special Procurement Conditions provides for the supplier's actions related to the preparation for the recycling of the vehicle.

3. As a rule, the Contracting Authority uses in its activities: (i) tablets with dimensions of 214 x 127 x 10 mm, 214 x 127 x 11 mm; (ii) radio system elements measuring 45 x 172 x 186 mm (single remote), 179 x 50 x 116 mm, 60 x 182 x 125 mm; (iii) recorders measuring 35 x 55 x 30 mm, 100 x 55 x 40 mm, 110 x 60 x 40 mm.

**Question 16 (language not corrected)** *'Table 44 – point 1.2.3 – In this table we understand that an additional heater with a power of at least 1200 W must be installed in the driver's compartment. This heater will have to operate up to 220 V. Is it really necessary to install an additional heater? As a rule, only the heater of the original vehicle is used in the driver's cabin.'*

**Answer:**

1. The requirement set out in Table 44 of Annex 2 to the Special Procurement Conditions shall:

*'1. The driver's compartment shall be equipped with an AC air heater in the driver's cab*

2. *Heated is powered by AC mains*

3. *Heater power at least 1200 W"*

2. The contracting authority shall confirm that the Driver's Compartment must be fitted with an air heater in the Driver's Compartment. The contracting authority normally uses this heater to heat the vehicle when the vehicle is parked with the engine switched off and is connected to the mains.

**Question 17 (language not corrected)** *'Table 47 – Item 7 – What is the size of the printer?'*

**Answer:**

1. Row 7 of Table 47 of Annex 2 to the Special Procurement Conditions requires:

*'7. In the Patient Department, the supplier must install a printer supplied (transferred) by the contracting authority on the partition between the Patient Unit and the Driver's Department, the weight of which does not exceed 1.5 kg, including the holder'*

2. The Contracting Authority may not provide the supplier with the dimension or dimensions of the printer as the Contracting Authority has not purchased these items at this time. As this location is not detailed, Chapter III of Annex 2 to the Special Procurement Conditions provides for the supplier's actions related to the preparation for the recycling of the vehicle.

3. As a general rule, the Contracting Authority shall use: printers with a size of 255 (width) x 55 (depth) x 30 (height) mm and printer holders with a size of 300 (width) x 146 (depth) x 100 (height) mm.

**Question 18 (language not corrected)** *"Table 51 – It has been mentioned that a 220C heater is required in the patient ward. This heater must have a power of at least 2000 W. In addition, the 220 V plugs in the patient compartment were required to withstand 1000 W, while the driver compartment had more than 1200 W for the heater. We believe that this is too much required power for an ambulance and a 1000W inverter, which is the required power specified on page 18. – Table 31 – point 1."*

**Answer:**

1. Table 31 of Annex 2 to the Special Procurement Conditions sets out the requirements for a DC - AC Surge Converter:

*'1. Sine wave DC - AC voltage converter (DC to AC) with a rated power of not less than 1000 W'*

2. During the evaluation of the tenders, the Contracting Authority will assess whether the DC to AC voltage converter offered by the supplier complies with the requirement specified in Table 31 of Annex 2 to the Special Procurement Conditions. The Procurement Conditions do not stipulate that the Sine Current DC-AC Voltage Converter, must be of such power as to meet the maximum possible demand, including the requirement provided for in Table 31 of Annex 2 to the Special Procurement Conditions.

**Question 19 (language not corrected)** *"Table 61 – Points 5 and 8 – We do not understand what exactly is requested in this point, perhaps a drawing and a more detailed explanation is possible?"*

**Answer:**

1. Table 61 of Annex 2 to the Special Conditions of Procurement lays down the requirements for a type C cabinet:

"1. The cabinet shall be installed in the Patient Unit on the partition between the Patient Unit and the Driver's Unit on the floor (the cabinet is not a standard product, the supplier will have to manufacture it)

2. All corners of the cabinet must be rounded

3. The cabinet must be equipped with a workbench

4. The workbench must have a curb (raised edge)

5. There should be a niche under the workbench with a door for disposable glove boxes of three sizes, hand sanitizer liquid

6. Under the niche with the door there must be at least two drawers, each measuring at least 350x250x150 mm

7. One of the two drawers must be lockable

8. At the bottom of the cabinet there must be an open compartment for the bin and an open compartment for a medical backpack (the dimensions of the backpack do not exceed 580x400x400 mm)"

2. The contracting authority shall explain that a top-down cabinet shall consist of the following elements: (i) a workbench with a curb, (ii) a niche with a door, (iii) two drawers, (iv) there must be two open compartments under the drawers.

3. The contracting authority shall provide a possible illustration of the cabinet. This illustration is provided for educational purposes only in order to make it easier for suppliers to understand the needs of the Contracting Authority. If the illustration does not comply with the requirements of the technical specification, suppliers must follow the requirements of the technical specification.



---

**Figure 1.** Illustration of the Type-C cabinet

**Question 20 (language not corrected)** "Table 69 – Would a manufacturer of electric supports and pregnancies be preferred?"

**Answer:** Tables 69-71 of Annex 2 to the Special Procurement Conditions set out the requirements for Stretcher Supports, Electric Stretcher Loading System and Electric Stretcher. The terms of purchase do not impose requirements on manufacturers of electric supports and stretchers and do not provide a list of preferred manufacturers of electric supports and stretchers.

**Question 21 (uncorrected language)** 'Paragraph 7 of Chapter III of the Technical Specification of the Procurement Documents, entitled 'Requirements for the Recycling of the

*Basic Vehicle', reads: 'The Supplier must, before commencing the recycling of the Basic Vehicle, carry out an analysis of the Contracting Authority's needs, covering technical, functional and aesthetic aspects, in order to ensure that the proposed solutions meet the Contracting Authority's expectations.' From this requirement it can be understood that the contracting authority has needs and expectations that are not requested in the tender conditions, but the supplier, already after the signing of the contract, will have to clarify them (carry out an analysis) and satisfy them.*

*In our view, the requirements of Chapter III are contrary to the principles of transparency and equality because:*

*(a) suppliers who have already supplied vehicles to the contracting authority gain an advantage because they know and understand the undescribed needs and expectations of the contracting authority before the start of the tendering procedure. Potential new suppliers face difficulties in preparing the tender, and also have to assess the increased risks by meeting the undescribed expectations of the contracting authority;*

*b) the needs and expectations of the contracting authority, which are not described in the terms and conditions, but which will be identified after the signing of the contract, may differ significantly depending on who wins the tender (they may be the same for one supplier and completely different for another);*

*c) in the presence of unnamed needs and expectations of the contracting authority, we face difficulties in planning the delivery time of the cars (because the specification of the reproduction is not fully clear and it is not clear how long the analysis of needs and the approval of solutions will take). As a shorter delivery time for cars is a cost-effectiveness criterion, suppliers who have already provided cars and are aware of undescribed needs and expectations gain an unfair advantage.*

*d) By letter No. 4S-115 (7.4Mr) of 31.01.2025 addressed to the Contracting Authority, the Public Procurement Service has already adopted a decision that the analogous requirements of the tender conditions raised by the contracting authority in the previous tenders violate the principle of transparency entrenched in Article 17(1) and the requirements of Article 35(4) of the Law on Public Procurement.*

*In view of our doubts described above, we ask you to repeal Chapter III of the procurement documents, or to adjust it so that they comply with the principles of transparency, fairness and equal rights."*

**Answer:**

1. In Chapter III of Annex 2 to the Special Procurement Conditions, section entitled 'Preparation for vehicle recycling' (hereinafter referred to as '**Preparation requirements**') it is stated that:

*'7. Before starting the recycling of the base vehicle, the supplier must carry out a needs analysis of the Contracting Authority, covering technical, functional and aesthetic aspects, in order to ensure that the proposed solutions meet the expectations of the Contracting Authority.*

*8. Taking into account the identified needs, the supplier shall: (i) prepare drawings and visualisations of the vehicle detailing all proposed technical solutions, the estimated stages of recycling and the final result. Drawings and visualizations must be provided with dimensions. These documents must be compatible with the requirements of the technical specification; (ii) prepare a draft of the information notes to be placed in the Driver's Unit and the Patient Department, which would include the content, locations and design of the notes. The inscriptions must be clear, easy to understand, correspond to the peculiarities of the Contracting Authority's activities and have a uniform style. A list of information notes currently*

used by the contracting authority is attached. The solutions offered by the supplier may not change the requirements of this technical specification.

9. The Supplier shall submit the prepared drawings and visualisations as well as the draft information notes to the Contracting Authority in writing. If the Contracting Authority so requests, the Supplier must further explain the proposed solutions orally or in writing at the choice of the Contracting Authority.

10. Upon receipt of the drawings and visualisations and the draft information notes, the contracting authority shall, within 10 working days, submit comments or confirmation in writing to the supplier regarding the submitted solutions. If the Contracting Authority fails to submit written comments or confirmation within the specified period, it shall be deemed to have approved the solutions proposed by the Supplier.

11. The supplier may commence the recycling of the basic vehicle only after receiving written confirmation from the Contracting Authority or after the expiry of a period of 10 working days from the submission of the documents, if no comments have been received.

12. Recycling of the basic vehicle shall be carried out only in accordance with the solutions approved by the Contracting Authority, ensuring compliance with all the requirements of the technical specification.'

2. The requirements for preparation specify that the supplier must carry out (i) a needs analysis, (ii) prepare drawings and visualisations, (iii) prepare a draft information notes, (iv) submit the drawings and visualisations to the contracting authority for approval. The requirements for preparation also indicate that the solutions offered by the supplier "may not change the requirements of this technical specification", which means that the supplier cannot deviate from the requirements of the technical specification after carrying out a needs analysis and preparing drawings and visualisations and a draft of information notes.

3. In the course of the procurement "Ambulance Vehicles" (CVP IS published on 25 April 2024, Procurement No. 718918), the Public Procurement Service (hereinafter referred to as the **Public Procurement** Service) stated in its Assessment Conclusion No 4S-115 of 4 February 2025 that:

"Although, as already mentioned, the requirements for Pirkimo\_2 object were established in great detail (see Paragraph 1 of this Opinion), Chapter 2, Section 1, Item 5 of the Technical Specification stated that: "Before starting the recycling of the Base Car, the Supplier will have to **find out the needs of the Contracting Authority and**, taking into account the wishes established during the needs study , the Supplier will have to prepare drawings of the Vehicle in detail, which would indicate in detail the entire object to be purchased. The Supplier will have to explain its decisions to the Contracting Authority in writing and orally. **Only when the Contracting Authority indicates** that the solutions offered by the Supplier meet **the needs of the Contracting Authority will the Supplier be able to start** recycling the Base Car". What may be the needs and wishes of the Contracting Authority, Pirkimo\_2 are not detailed in the documents.

The Authority states that the said condition is flawed because it implies that on the basis of it, the requirements for the Pirkimo\_2 object may be changed before the start of the recycling of the base car (the needs and wishes of the Contracting Authority may differ from the requirements of the Technical Specification). By establishing it, the Contracting Authority violated the principle of transparency entrenched in Paragraph 1 of Article 17 of the Law and the requirements of Paragraph 4 of Article 35."

4. If discrepancies were identified in the conclusion of the assessment of the VPT, the Contracting Authority re-evaluated whether the newly prepared Procurement Documents do

not contain defective conditions implying that the requirements for the Procurement Object may be changed before the start of the recycling of the base car. During the re-assessment, the Contracting Authority found that a defective condition has been corrected in the newly prepared Procurement Conditions. The terms of the procurement state precisely, clearly and unequivocally that "*The solutions offered by the Supplier may not change the requirements of this technical specification*", which means that the Supplier can only detail those solutions with its proposals that are not imperatively described (for example, if technologically it is possible to install the Drip System brackets in several places, then in this case, if the needs analysis revealed a specific location where it would be more convenient to install The supplier shall provide for the installation sites of the drip system holders, then the supplier shall provide for the installation sites of the drip system holders, which (i) are technologically feasible and (ii) are more convenient according to the results of the needs analysis).

5. The question refers to the fact that point 7 of Chapter III of the Technical Specification of the Procurement Documents, entitled 'Requirements for the recycling of the base vehicle', states: '*The Supplier, before commencing the recycling of the base vehicle, must carry out an analysis of the needs of the Contracting Authority, covering technical, functional and aesthetic aspects, in order to ensure that the proposed solutions meet the expectations of the Contracting Authority*'. In the opinion of the supplier, the above requirements may be contrary to the principles of transparency and equality because:

(a) Suppliers who have already supplied vehicles to the contracting authority gain an advantage because they know and understand the undescribed needs and expectations of the contracting authority before the start of the tendering procedure;

b) the needs and expectations that are not described in the terms and conditions, but which will be identified after the contract is signed, may differ significantly depending on who wins the tender;

c) in case of unspecified needs and expectations, the supplier faces difficulties in planning the delivery time of the vehicles (because the specification of the reproduction is not fully clear and it is not clear how long the analysis of needs and the approval of solutions will take). Time is of the essence because a shorter delivery time for cars is a criterion of cost-effectiveness, suppliers who have already provided cars to the contracting authority and are aware of the undescribed needs and expectations gain an unfair advantage.

6. Point 7 of Chapter III of the Technical Specification of the procurement documents, entitled 'Requirements for the recycling of the basic vehicle', states that '*The Supplier must, before commencing the recycling of the base vehicle, carry out an analysis of the needs of the Contracting Authority, covering technical, functional and aesthetic aspects, in order to ensure that the proposed solutions meet the expectations of the Contracting Authority*'. We explain that the quoted clause refers only to cooperation between the contracting authority and the supplier during the performance of the contract, i.e. coordination of the project and adjustments that would not affect either the price or the deadlines for completion.

7. The argument that suppliers who have already supplied the vehicles to the contracting authority acquire an advantage because they already know and understand the needs and expectations not described by the contracting authority before the start of the tendering procedure must be rejected for the following reasons:

(1) All suppliers shall be treated equally. The Procurement Conditions expressly provide that the Supplier must carry out an analysis of the Contracting Authority's needs, including technical, functional and aesthetic aspects, only after the contract has been signed. This means that no supplier has a prior advantage, as all suppliers are required to carry out this

process under the same conditions. Suppliers are not prohibited from getting acquainted with GMP cars belonging to the Contracting Authority and asking clarifying questions to the Contracting Authority prior to the submission of tenders.

(2) The needs and expectations of the contracting authority as set out in point 7 of Chapter III of the Technical Specification may differ from those of the present (e.g. it has been established during operation that the location or shape of the handle should be adjusted). Previous suppliers may not be aware of the specific needs of the Contracting Authority, as they may change during each procurement and therefore previous experience does not provide an objective advantage.

3) The needs and expectations of the contracting authority may vary depending on the base car model chosen by the supplier. The contracting authority does not have an objective opportunity to describe in detail in advance all aspects related to the adaptation, as they may vary depending on the technical parameters of the basic vehicle proposed, the technologies used and the solutions proposed by the manufacturer. Such practices are applied in the procurement of specialised vehicles and are not contrary to the PSO and the principle of transparency.

8. The second argument that the needs and expectations, which are not described in the terms and conditions, but which will be specified after the signing of the contract, may differ significantly depending on who wins the tender, is to be rejected, since the Contracting Authority will not be able to require solutions or functionalities that are not specified in the technical specification, moreover, it will not be able to increase the costs envisaged by the supplier. The needs analysis is not intended to "clarify unknown requirements", but to detail and adapt the existing requirements to a specific base vehicle. This is a common practice when buying specialized transport, which can be modified according to the actual situation.

9. Accordingly, the third argument (difficulties in planning the delivery time of the vehicles, the lack of clarity in the specification of the reproduction and the unclear timing of the needs analysis and the approval of the solutions) must also be rejected, since the Contracting Authority's needs analysis should have been carried out before the start of the recycling of the base vehicle, that is to say, during the period before the production and delivery of the base vehicle. Thus, there is no need for additional time to provide for this purpose. The terms of the procurement clearly define the delivery time as a criterion of cost-effectiveness, so suppliers must plan the production and adaptation processes themselves.

10. It should be noted that the requirement of needs analysis applies equally to all suppliers, both new and previously participated in procurements. Previous experience with the Contracting Authority does not in itself provide any exceptional conditions or privileges, as each supplier who signs the contract must carry out a needs analysis and ensure that the proposed solutions meet the expectations of the Contracting Authority. It is the responsibility of suppliers to properly assess the terms of the purchase and to include all possible aspects in their offer.

**Question 22 (language not corrected)** *"Table of technical specification No 7. Requirements for wheels and tires. No. 2. The tyres must comply with the external rolling noise requirements for premium tyres and the rolling resistance factor (affecting energy efficiency) for the two premium tyres set out in Regulation (EU) 2020/740, which can also be checked in the European Product Energy Labelling Database (EPREL).*

*Since it is very likely that the cars will be supplied in winter, they will have to be equipped with winter tires. We face great difficulties in finding winter tires that meet the requirements.*

*Therefore, please adjust this point to require: Tyres must comply with the external rolling noise requirements for two-height tyres and the rolling resistance factor (affecting energy efficiency) for the four premium tyres set out in Regulation (EU) 2020/740, which can also be checked in the European Product Energy Labelling Database (EPREL)."*

**Answer:**

1. Order No. V-988 of the Minister of Health of the Republic of Lithuania of 20 May 2022 "On the Approval of the Description of the Progress Measure No. 11-002-02-11-01 "To Improve the Quality and Accessibility of Health Care Services" of the Minister of Health of the Republic of Lithuania, the manager of the 2022-2030 Development Programme, specifies the financing condition for newly purchased vehicles:

*'In the case of vehicles, the tyres will comply with the external rolling noise requirements for premium tyres and the rolling resistance factor (affecting energy efficiency) for the two premium tyres laid down in Regulation (EU) 2020/740 of the European Parliament and of the Council of 25 May 2020 on fuel efficiency labelling and other parameters of tyres, amending Regulation (EU) 2017/1369 and repealing Regulation (EC) No 1222/2009, which can also be checked in the European Product Energy Labelling Database (EPREL).'*

*'The PEF procurement documents shall include a commitment to require tyres to comply with the external rolling noise requirements for premium tyres and the rolling resistance coefficient (affecting energy efficiency) for two premium tyres set out in Regulation (EU) 2020/740 of the European Parliament and of the Council, which can also be checked in the European Product Energy Labelling Database (EPREL).'*

2. Contract No. SU-96 (3.19) of 26 April 2024 for the project "Modernization of the Infrastructure of the Emergency Medical Service" concluded by the Contracting Authority and the Public Institution Central Project Management Agency provides for an additional condition for the financing of the project "2. *The tyres of the cars planned to be purchased will comply with the external rolling noise requirements for premium tyres and the rolling resistance factor (affecting energy efficiency) for the two premium tyres set out in Regulation (EU) 2020/740 of the European Parliament and of the Council (231), which can also be checked in the European Product Energy Labelling Database (EPREL).*"

3. Row 2 of Table 7 of Annex 2 to the Special Procurement Conditions requires tyres:

*'2. Tyres shall comply with the external rolling noise requirements for premium tyres and the rolling resistance factor (affecting energy efficiency) for the two premium tyres set out in Regulation (EU) 2020/740, which can also be checked in the European Product Energy Labelling Database (EPREL).'*

4. Since the requirement of Line 2 of Table 7 of Annex 2 to the Special Procurement Conditions is established by a legal act and has been transferred to the financing contract, the Contracting Authority cannot amend this requirement.

5. The contracting authority understands the concerns of the suppliers, but this requirement is not set by the Contracting Authority itself and cannot be reviewed.

**Question 23 (language not corrected)** *'Table of technical specification No 29. Requirements for the Electrical Equipment Control Unit 2. The control unit of electrical equipment ensures that the following functions are realized in the first control monitor: ... (i) siren control (at least 3 siren tones). Question: Does the unit have/can control beacons, or ONLY a siren?'*

**Answer:**

1. Row 2 of Table 29 of Annex 2 to the Special Procurement Conditions shall require:

*'2. The control unit shall ensure that the first control monitor performs the following functions:*

- (a) control of the lighting of the patient ward – two positions: normal and low intensity;*
- b) Perimeter lights control: left, right and rear sides;*
- (c) control of night lighting;*
- (d) indication of the patient compartment and outdoor temperature;*
- (e) exhaust ventilation control, with the possibility of adjusting the intensity and direction of ventilation;*
- f) Automatically changes the screen light depending on the ambient light, and there is an option to adjust the lighting manually;*
- (g) the indication of the clock with hours, seconds;*
- h) Indication of the voltages of the batteries of the main battery and the Auxiliary battery;*
- (i) Siren control (at least 3 siren tones)'*

2. Point 26 of Annex 2 to the Special Procurement Conditions lays down the requirement:

*'26. The supplier shall ensure that the recycled vehicle complies with LST EN 1789, EN 1789 or equivalent.'*

3. Paragraph 4.2.5.3 of the LST EN 1789:2020+A1 standard requires the following:

*'4.2.5.3 Audible warning systems (sirens)*

*The vehicle shall have an audible warning system additional to the warning lights. The audible warning system shall activate the visual warning light.*

*The audible alarm can only be in function if the visible alarm is in operation."*

*(mechanical translation) "4.2.5.3 Audible warning systems (siren)*

*In addition to warning lights, the vehicle must be equipped with a warning sound system. The audible warning system must turn on the visual warning light.*

*An audible alarm can only work when a visible signal is active."*

4. In response to the part of the supplier's question "does the unit have/can control the beacons or ONLY the siren", the Contracting Authority explains that the driver controls the siren in the first control monitor. As the vehicle complies with the LST EN 1789 standard, EN 1789 standard or equivalent, therefore, when the driver controls the siren, the Electrical Equipment Control Unit automatically "turns on the visual warning light", i.e. the "unit" controls not only the "beacons", but also the siren.

**Question 24 (language not corrected)** *"Technical specification table No 32. Speaker Requirements 1. Speakers must be integrated at the front of the vehicle under the front ventilation grille not lower than 700 mm from the ground (provided that the manufacturer does not restrict the installation of speaker-sized objects in the specific first stage in the Vehicle Recycling Manual); or the speakers can be integrated into the LED beacon bar on the front of the roof of the Vehicle". Questions: (i) Can the speakers be mounted in front of the ventilation grille or against other vehicle structures? (ii) If one speaker is installed in the front beacon band (one speaker is integrated into the beacon band), then where should the second speaker be installed?"*

**Answer:**

1. Table 29, row 1, of Annex 2 to the Special Procurement Conditions shall require:

*'1. Speakers must be integrated at the front of the vehicle under the front ventilation grille not more than 700 mm from the ground (provided that the manufacturer does not restrict the installation of objects the size of the speaker in the specific first stage in the Vehicle Recycling*

Manual); or the speakers can be integrated into the LED beacon bar on the front of the roof of the Vehicle"

2. In response to the part of the supplier's question "Can the speakers be installed in front of the ventilation grille or against other vehicle structures", the Contracting Authority explains that if the speakers are not installed in the LED beacon bar on the front part of the roof of the Vehicle, in this case the beacons may only be installed under the front ventilation grille. The terms of purchase do not provide for another location for the installation of the speakers. If the "other structures of the car" were under the front ventilation grille and the speakers were installed under the front ventilation grille and in front of the "other structures of the car", in this case such a solution is permissible, since the main condition is maintained – the loudspeakers are installed at the front of the Vehicle under the front ventilation grille.

3. In response to the part of the supplier's question "if one speaker is installed in the front beacon bar (one speaker is integrated into the beacon band), then where should the second speaker be installed" The Contracting Authority explains that there are LED beacon strips mounted on the roof of the Vehicle on the market which are equipped with not one, but several speakers, therefore suppliers can only offer such LED beacon strips, with two speakers. Examples of LED beacon strips with multiple speakers are given below.



---

**Figure 2.** LED beacon strips with two speakers

**Question 25 (uncorrected language)** "Table of technical specifications 47. Requirements for the installation of the Patient Department. 1. The side walls of the patient ward should be covered with elements made of plastic or aluminum sheets, which are easy to clean and resistant to disinfection. Question: Do car door and window struts have to be covered?"

**Answer:**

1. Table 47, row 1, of Annex 2 to the Special Procurement Conditions shall require:

'1. The side walls of the patient ward must be covered with elements made of plastic or aluminium sheets which are easy to clean and resistant to disinfection'

2. The technical literature shall contain the following concepts:

(i) Walls of the patient compartment are the load-bearing or separating parts of the structure of the vehicle which form the patient compartment and separate it from the driver's cab or other areas. They ensure not only structural strength, but also the safety of the patient, doctors and equipment, and can also be adapted to hygienic requirements (easy-to-clean surfaces, antibacterial coatings).

(ii) Struts (reinforcements, supports) are structural elements that are (a) built into walls or (b) attached to them in order to increase the structural rigidity and safety of the vehicle. They

may be necessary to protect passengers and equipment during sudden manoeuvres or emergencies.

3. In response to the part of the supplier's question "*Must the car door and window struts to be covered*", the Contracting Authority explains that the Sliding Door on the left side of the vehicle, the Sliding Door on the right side of the vehicle, the Double Door at the rear of the vehicle are not considered to be the side walls of the Patient Room, but are only elements in the walls, therefore the Sliding Door Vehicle on the left side, Sliding Door Vehicles On the right side, the double-leaf doors at the rear of the vehicle are upright covered with elements made of plastic or aluminum sheets optional.

**Question 26 (language not corrected) "Table 49. Requirements for Air Conditioning in the Patient Unit**

<b>No.</b>	<b>Requirement</b>	<b>Moment of verification</b>
<b>1</b>	<b>2</b>	<b>3</b>
1.	<i>The air conditioner is installed in the Patient Unit and is an integral part of the heating, air conditioning and ventilation system of the Patient Unit</i>	<i>During the reception-transfer of the vehicle</i>
2.	<i>The air conditioning control monitor with flow and temperature control buttons is installed in the Driver's Compartment</i>	<i>During the reception-transfer of the vehicle</i>
3.	<i>The air conditioner must have a power of at least 8 kW</i>	<i>During the evaluation of the proposals</i>
4.	<i>The air conditioner has an integrated or individually mounted air conditioner control monitor with flow and temperature control buttons</i>	<i>During the evaluation of the proposals</i>

Questions: *Does the air conditioner have to have only one control monitor installed in the driver's compartment? Are the second and fourth lines talking about the same single control monitor?"*

**Answer:**

1. Rows 2 and 4 of Table 49 of Annex 2 to the Special Procurement Conditions contain the following requirements:

*'2. An air conditioner control monitor with flow and temperature control buttons shall be installed in the Driver's Compartment*

*4. The air conditioner shall have an integrated or individually mounted air conditioner control monitor with flow and temperature control buttons'*

2. The requirement in row 4 of Table 49 of Annex 2 to the Special Procurement Conditions determines the form of the control monitor (integrated or separately mounted) and the requirement in row 2 of Table 49 of Annex 2 to the Special Procurement Conditions determines the location from which the control monitor is to be accessed.

3. Answering the part of the supplier's question, "*Are the second and fourth lines about the same one control monitor?"* The contracting authority explains that the air conditioner must have a single control monitor, which is accessible from the Driver's Compartment.

**Question 27 (language not corrected) "1. The Ambulance Service (hereinafter referred to as the Contracting Authority) carries out the public procurement "Ambulance Vehicles"**

*(Procurement ID 1175752)1 (hereinafter referred to as the Procurement) by means of an open tender. The procurement is carried out in accordance with the provisions of the Law on Public Procurement of the Republic of Lithuania (hereinafter referred to as the Law on Public Procurement).*

*2. [name of the Supplier] (hereinafter referred to as the "Supplier") is interested in participating in the Procurement because the Procurement corresponds to the Supplier's field of activity.*

*3. Article 17(1) of the PSO provides for the requirement for the contracting authority to ensure that the principles of equality, non-discrimination, mutual recognition, proportionality and transparency are observed in the implementation of the procurement.*

*4. According to Article 35(4) of the PSO, the contracting authority shall prepare the procurement documents in accordance with the provisions of the PSO, and the procurement documents must be precise, clear and unambiguous so that the contracting authority can buy what is needed and the suppliers can submit tenders.*

*5. The Court of Cassation also points out that the technical specifications must be sufficiently precise and clear to enable tenderers to determine the subject-matter of the contract: "51. It has been stated in the case-law of the Court that Article 23(2) and (3)(b) and recital 29 of Directive 2004/18/EC of the European Parliament and of the Council of 31 March 2004 on the coordination of procedures for the award of public works contracts, public supply contracts and public service contracts emphasise that the technical specifications must be sufficiently precise to enable tenderers to determine the subject-matter of the contract, and contracting authorities could conclude a contract and they must be clearly set out so that tenderers know what the requirements imposed by the contracting authority are covered. Moreover, although the contracting authority is entitled to expect that the economic operators concerned will have a sufficient interest and diligence, the condition for such a legitimate expectation is that the contracting authority itself must have clearly formulated its requirements (judgment of the Court of Justice of 10 May 2012 in Case C-368/10 Commission v Netherlands, not published in the ECR, and the case-law of the Court of Justice cited in this judgment).'*

*6. After getting acquainted with the Procurement Documents, the Supplier has uncertainties regarding the requirements provided for in Annex 2 "Technical Specification" (hereinafter referred to as the Technical Specification) of the Special Procurement Conditions.*

*7. In particular, point 7 of the Technical Specification provides that, before starting the recycling of the basic vehicle, the supplier must carry out an analysis of the needs of the Contracting Authority and ensure that the proposed solutions meet the expectations of the Contracting Authority:"*

*7. Tiekėjas, prieš pradėdamas bazinės transporto priemonės perdirbimą, privalo atlikti Perkančiosios organizacijos poreikių analizę, apimančią techninius, funkcinius ir estetinius aspektus, siekiant užtikrinti, kad siūlomi sprendiniai atitiktų Perkančiosios organizacijos lūkesčius.*

*8. In addition, Section 8 of the Technical Specification provides that, taking into account the identified needs, the supplier: (1) shall draw up drawings and visualisations of the vehicle and (2) draw up a draft information notes which would correspond to the specificities of the Contracting Authority's activities and would have a uniform style. This clause also provides that*

*the solutions offered by the supplier may not change the requirements of the Technical Specification:*

8. Atsižvelgdamas į nustatytus poreikius tiekėjas: (i) parengia transporto priemonės brėžinius ir vizualizacijas, kuriose išsamiai pateikiami visi siūlomi techniniai sprendiniai, numatomi perdarbimo etapai ir galutinis rezultatas. Brėžiniai ir vizualizacijos turi būti pateikiamos su matmenimis. Šie dokumentai turi būti suderinti su techninės specifikacijos reikalavimais; (ii) parengia informacinių užrašų talpinamų Vairuotojų skyriuje ir Pacientų skyriuje projektą, kuris apimtų užrašų turinį, vietas bei dizainą. Užrašai turi būti aiškūs, lengvai suprantami, atitikti Perkančiosios organizacijos veiklos ypatumus ir turėti vientisą stilių. Perkančiosios organizacijos šiuo metu naudojamų informacinių užrašų sąrašas pridedamas. Tiekėjo siūlomi sprendiniai negali keisti šios techninės specifikacijos reikalavimų.

*9. The Contracting Authority requests the Contracting Authority to confirm that, in accordance with the provisions of Paragraphs 7-8 of the Technical Specification, the Contracting Authority will not be able to impose any new requirements on the basis of its needs and expectations, which have not been established in advance and have been equally disclosed to all suppliers in the Technical Specification, on the basis of its needs and expectations. In other words, the Supplier requests the Contracting Authority to confirm that all the needs and expectations of the Contracting Authority that the Contracting Authority has for the Object of the Procurement are set out in the Technical Specification and such list of the needs and expectations of the Contracting Authority is exhaustive and will not be and will not be and will not be able to be revised and/or supplemented and/or changed to any extent during the performance of the Procurement Contract.*

*10. The Supplier explains that in order to participate in the Procurement Procedures, it is particularly important for the Supplier to know the specific requirements that the Contracting Authority imposes on the Procurement Object. The Supplier must offer a specific price in this Procurement, therefore it is necessary to create conditions for the Supplier to assess the scope of the Contracting Authority's needs and what costs will be required to meet such needs. The requirements set out in the Procurement Documents must be detailed and no requirements other than those set out in the Technical Specification may be imposed on suppliers in the context of this Procurement. Only in this case can the Supplier make a well-thought-out and realistic offer. Otherwise, the legitimate expectations of suppliers would be violated. Proper and accurate description of the Procurement Object in the Procurement Documents allows to prevent disputes during the performance of the Procurement Contract.*

*11. The Supplier draws attention to the fact that the Contracting Authority had provided for a similar requirement in another public procurement "Emergency Medical Assistance Vehicles" (Procurement No. 718918)<sup>3</sup> (hereinafter referred to as the "Other Procurement") carried out in respect of a similar object of procurement.*

*12. In particular, the Next Contract stipulated that the supplier would have to draw up drawings of the vehicle, taking into account the needs and wishes of the Contracting Authority:*

5. Prieš pradėdamas Bazinio automobilio perdirbimą tiekėjas turės išsiaiškinti Perkančiosios organizacijos poreikius ir atsižvelgdamas į poreikių tyrimo metu nustatytus pageidavimus tiekėjas turės parengti Transporto priemonės brėžinius, kuriuose detalai būtų nurodyta visas perkamas objektas. Tiekėjas savo sprendinius Perkančiajai organizacijai turės paaiškinti raštu ir žodžiu. Tik kai Perkančioji organizacija nurodys, kad tiekėjo siūlomi sprendiniai atitinka Perkančiosios organizacijos poreikius, tiekėjas galės pradėti Bazinio automobilio perdirbimą.

*13. The Public Procurement Service (hereinafter referred to as the Public Procurement Authority) carried out an assessment of the Other Procurement carried out by the Contracting Authority. In the course of this assessment, it was established that the requirement specified in Item 5 of the Technical Specification for Other Procurement violates the requirement of transparency provided for in Article 17(1) of the PSO and Article 35(4) of the PSO.*

*14. In particular, the VPT held that the said condition was defective, since it could already be used to amend the requirements of the technical specification for the object of the other procurement, i.e. The needs of the contracting authority may differ from the requirements of the technical specification set out in the procurement documents. Consequently, the imposition of such a requirement in the procurement documents creates a great deal of uncertainty as to the subject matter of the procurement and as to the fact that new requirements of the technical specification may change and/or arise in the future. Accordingly, suppliers face a great deal of uncertainty as to how the object of the procurement and its scope should be evaluated.*

*15. In the opinion of the Supplier, the Contracting Authority, being responsible and seriously assessing the comments submitted by the supervising authority in relation to the Other Procurement, took them into account when announcing the current new Procurement, in which, precisely in order to avoid uncertainty of the object of the procurement analogous to the one that existed in relation to the Other Procurement, it indicated that during the performance of the Procurement Contract, the needs and expectations of the Contracting Authority may not change the requirements of the Technical Specification.*

*16. Therefore, by this inquiry, the Supplier merely requests confirmation that, in accordance with the provisions of Paragraphs 7-8 of the Technical Specification, the Contracting Authority will not be able to impose any new requirements on the basis of its own needs and expectations, which were not pre-established and made equally public to all suppliers in the Technical Specification, on the basis of its needs and expectations. In other words, the Supplier requests the Contracting Authority to confirm that all the needs and expectations of the Contracting Authority that the Contracting Authority has for the Object of the Procurement are set out in the Technical Specification and such list of the needs and expectations of the Contracting Authority is exhaustive and will not be and will not be and will not be able to be revised and/or supplemented and/or changed to any extent during the performance of the Procurement Contract.*

*17. Accordingly, the Supplier requests that paragraphs 7-8 of the Technical Specification be clarified so that they contain a clear position of the Contracting Authority regarding the scope of the Procurement Object."*

**Answer:**

1. In Chapter III of Annex 2 to the Special Procurement Conditions, section entitled 'Preparation for vehicle recycling' (hereinafter referred to as '**Preparation requirements**') it is stated that:

7. Before starting the recycling of the base vehicle, the supplier must carry out a needs analysis of the Contracting Authority, covering technical, functional and aesthetic aspects, in order to ensure that the proposed solutions meet the expectations of the Contracting Authority.

8. Taking into account the identified needs, the supplier shall: (i) prepare drawings and visualisations of the vehicle detailing all proposed technical solutions, the estimated stages of recycling and the final result. Drawings and visualizations must be provided with dimensions. These documents must be compatible with the requirements of the technical specification; (ii) prepare a draft of the information notes to be placed in the Driver's Unit and the Patient Department, which would include the content, locations and design of the notes. The inscriptions must be clear, easy to understand, correspond to the peculiarities of the Contracting Authority's activities and have a uniform style. A list of information notes currently used by the contracting authority is attached. The solutions offered by the supplier may not change the requirements of this technical specification.

9. The Supplier shall submit the prepared drawings and visualisations as well as the draft information notes to the Contracting Authority in writing. If the Contracting Authority so requests, the Supplier must further explain the proposed solutions orally or in writing at the choice of the Contracting Authority.

10. Upon receipt of the drawings and visualisations and the draft information notes, the contracting authority shall, within 10 working days, submit comments or confirmation in writing to the supplier regarding the submitted solutions. If the Contracting Authority fails to submit written comments or confirmation within the specified period, it shall be deemed to have approved the solutions proposed by the Supplier.

11. The supplier may commence the recycling of the basic vehicle only after receiving written confirmation from the Contracting Authority or after the expiry of a period of 10 working days from the submission of the documents, if no comments have been received.

12. Recycling of the basic vehicle shall be carried out only in accordance with the solutions approved by the Contracting Authority, ensuring compliance with all the requirements of the technical specification.'

2. The requirements for preparation specify that the supplier must carry out (i) a needs analysis, (ii) prepare drawings and visualisations, (iii) prepare a draft information notes, (iv) submit the drawings and visualisations to the contracting authority for approval. The requirements for preparation also indicate that the solutions offered by the supplier "may not change the requirements of this technical specification", which means that the supplier cannot deviate from the requirements of the technical specification after carrying out a needs analysis and preparing drawings and visualisations and a draft of information notes.

3. In the course of the procurement "Ambulance Vehicles" (CVP IS published on 25 April 2024, Procurement No. 718918), the Public Procurement Service (hereinafter referred to as the **Public Procurement** Service) stated in its Assessment Conclusion No 4S-115 of 4 February 2025 that:

"Although, as already mentioned, the requirements for Pirkimo\_2 object were established in great detail (see Paragraph 1 of this Opinion), Chapter 2, Section 1, Item 5 of the Technical Specification stated that: "Before starting the recycling of the Base Car, the Supplier will have to **find out the needs of the Contracting Authority and**, taking into account the wishes established during the needs study , the Supplier will have to prepare drawings of the Vehicle in detail, which would indicate in detail the entire object to be purchased. The Supplier will have to explain its decisions to the Contracting Authority in writing and orally. **Only when the Contracting Authority indicates** that the solutions offered by the Supplier meet **the needs**

**of the Contracting Authority will the Supplier be able to start recycling the Base Car".** What may be the needs and wishes of the Contracting Authority, Pirkimo\_2 are not detailed in the documents.

*The Authority states that the said condition is flawed because it implies that on the basis of it, the requirements for the Pirkimo\_2 object may be changed before the start of the recycling of the base car (the needs and wishes of the Contracting Authority may differ from the requirements of the Technical Specification). By establishing it, the Contracting Authority violated the principle of transparency entrenched in Paragraph 1 of Article 17 of the Law and the requirements of Paragraph 4 of Article 35."*

4. If discrepancies were identified in the conclusion of the assessment of the VPT, the Contracting Authority re-evaluated whether the newly prepared Procurement Documents do not contain defective conditions implying that the requirements for the Procurement Object may be changed before the start of the recycling of the base car. During the re-assessment, the Contracting Authority found that a defective condition has been corrected in the newly prepared Procurement Conditions. The terms of the procurement state precisely, clearly and unequivocally that "*The solutions offered by the Supplier may not change the requirements of this technical specification*", which means that the Supplier can only detail those solutions with its proposals that are not imperatively described (for example, if technologically it is possible to install the Drip System brackets in several places, then in this case, if the needs analysis revealed a specific location where it would be more convenient to install The supplier shall provide for the installation sites of the drip system holders, then the supplier shall provide for the installation sites of the drip system holders, which (i) are technologically feasible and (ii) are more convenient according to the results of the needs analysis).

5. Point 7 of Chapter III of the Technical Specification of the Procurement Documents, entitled 'Requirements for the recycling of the base vehicle', states that '*The Supplier must, before commencing the recycling of the base vehicle, carry out an analysis of the Contracting Authority's needs, covering technical, functional and aesthetic aspects, in order to ensure that the proposed solutions meet the Contracting Authority's expectations*'. We explain that the quoted clause refers only to cooperation between the contracting authority and the supplier during the performance of the contract, i.e. coordination of the project and adjustments that would not affect either the price or the deadlines for completion.

6. In response to the part of the Supplier's request "*The Supplier requests the Contracting Authority to confirm that all the needs and expectations of the Contracting Authority that the Contracting Authority has for the Object of the Procurement are set out in the Technical Specification and such list of the needs and expectations of the Contracting Authority is exhaustive and will not and will not be and will not be and will not be able to be revised and/or supplemented and/or amended to any extent during the performance of the Procurement Contract.*" and "*The Supplier only requests confirmation that, in accordance with the provisions of Paragraphs 7-8 of the Technical Specification, the Contracting Authority will not be able to impose any new requirements on the basis of its own needs and expectations, which have not been pre-established and made equally public to all suppliers in the Technical Specification*" The Contracting Authority confirms that "*The solutions proposed by the Supplier may not change the requirements of this Technical Specification*", which means that the procedure described in the section entitled 'Requirements for preparation' is intended to ensure cooperation between the supplier and the Contracting Authority in order to detail elements not defined in the technical specification, where different solutions are possible and this does not pose a challenge for the supplier to solve the situation in one way or another.

**Question 28 (uncorrected language)** *"Chapter 7, point 29 of the purchase document "If the goods consist of component parts, all parts must be assembled in such a way that the product can be used for its intended purpose, after delivery of the samples of the product. Together with the samples of the goods, instructions for their use and other documents in Lithuanian or English must be provided, containing all the information necessary for the proper and safe use, installation, maintenance, storage of the goods, expiration dates, certification, safety requirements, necessary training, etc."*

*During the acceptance – transfer of goods, all documents related to the goods are handed over, as well as consumers are introduced to the goods provided and trained to use them in the daily activities of the contracting authority.*

*Training is necessary for the further use of the goods, without which the operator(s) would not be able to use the goods properly, would not be able to carry out daily maintenance, assess the prevention of equipment failure, as a result of which they would not be able to work with the goods provided, as well as, in the event of a breakdown, when the employee of the Contracting Authority has not attended training, the equipment and/or damaged part would not be subject to warranty repairs.*

**Questions:**

*1. Does the Contracting Authority foresee how the training will be organised? Will the participation of the employees who will work with the supplied stretchers be ensured in the delivery of goods and in the conduct of training?*

*2. Will the Contracting Authority ensure that all staff are trained to work with the equipment provided?*

*3. Will the Contracting Authority designate a contact person in the centres who will be responsible for organising training for new staff? Because untrained employees cannot work with the equipment provided without receiving training."*

**Answer:**

*1. Chapter VII of the Special Conditions of Procurement lays down the requirements for the submission of samples:*

*'28. The supplier shall, at the request of the contracting authority, within the time limit set out in Annex 1 to the Special Procurement Conditions, give the contracting authority the opportunity to inspect and test samples of the goods to be inspected and tested in the territory of the European Union at a distance of not more than 600 km from the place of registration of the Contracting Authority, measured by roads, which meet the requirements set out in Annex 2 to the Special Procurement Conditions. The list of samples of goods to be inspected and tested by the contracting authority is set out in Annex 13 to the Special Conditions of Procurement. The costs of going to the inspection site are covered by the contracting authority itself. The costs of delivery of samples of goods to the inspection site and, if necessary, insurance are covered by suppliers.*

*29. If the goods consist of component parts, all parts must be assembled in such a way that the goods can be used for their intended purpose after delivery of the samples of the goods. Together with the samples of the goods, instructions for their use and other documents in Lithuanian or English must be provided, containing all the information necessary for the proper and safe use, installation, maintenance, storage of the goods, expiration dates, certification, safety requirements, necessary training, etc.*

*30. The time of delivery or inspection of samples of goods must be agreed with the representative of the contracting authority specified in the terms of purchase, who is*

*responsible for communicating with the suppliers no later than 1 working day before the delivery of the samples of goods. The supplier's representative will have to demonstrate to the contracting authority how the goods work."*

2. Chapter VII of the Special Procurement Conditions does not relate to the performance of the public procurement contract, but to the examination and testing of samples of goods before determining the Winner of the Contract. Clause 29 of the Special Conditions of Purchase requires that during the inspection and testing, instructions for the use of goods (samples) and other documents in Lithuanian or English be provided together with the samples of goods. The set of documents submitted must include requirements (information) for the necessary training, etc., i.e. the set of documents submitted should speak about the necessary training for persons who want to work with goods (samples).

3. In response to the supplier's questions, the Contracting Authority explains that the technical specification, the draft public procurement and sales contract does not provide that the supplier must provide training services to the Contracting Authority together with the goods.

**Question 29 (language not corrected)** *"Point 6.2.2.2. " Technical service shall be carried out at a time agreed upon in advance by the Supplier and the Contracting Authority in all the following cities: Vilnius, Kaunas, Klaipėda, Šiauliai and Panevėžys, taking into account the location of the vehicle containing the set of equipment (Stretcher supports, electric stretcher loading systems and electric stretchers). The supplier must arrange for technical service and arrival, even if only one set of equipment is served. The Supplier must ensure that the service is organised promptly and conveniently, taking into account the needs of the Contracting Authority."*

**Questions:**

1. *Will the Supplier be provided with suitable premises and workplaces to perform technical service in the cities specified by the Contracting Authority?*

2. *If the supplier arrives for equipment maintenance, but there are obvious factors of non-compliance with the daily maintenance of the equipment, such as dirt, blood, an unfilled hygienic logbook, due to which the supplier cannot physically perform technical maintenance of the equipment due to the safety of its employees. If, due to the fault of the Contracting Authority's personnel, the supplier is unable to perform technical maintenance of the equipment, as would be treated in accordance with Article 9.9.8 of the Special Terms and Conditions of the Contract. "If the Supplier does not comply with the Warranty Conditions provided for in Clause 6.2.2 of the Special Conditions, in this case the Supplier shall be subject to a fine of EUR 200 for each specified case." regarding the fine applied and does the Contracting Authority cover the costs incurred by the Supplier?"*

**Answer:**

1. Clause 6.2.2.2 of the Special Terms and Conditions of the Agreement on the maintenance of stretcher supports, electric stretcher loading system and electric stretcher, according to the scope and frequency recommended by the manufacturer, states that:

*'6.2.2.2. Technical service shall be carried out at a time agreed upon in advance by the Supplier and the Contracting Authority in all the following cities: Vilnius, Kaunas, Klaipėda, Šiauliai and Panevėžys, taking into account the location of the vehicle containing the set of equipment (Stretcher supports, electric stretcher loading systems and electric stretchers). The supplier must arrange for technical service and arrival, even if only one set of equipment is*

*served. The Supplier must ensure that the service is organised promptly and conveniently, taking into account the needs of the Contracting Authority."*

2. Clause 6.2.2.2 of the Special Terms and Conditions of the Agreement states that *'9.9.8. If the supplier fails to comply with the Warranty Maintenance Conditions provided for in Clause 6.2.2 of the Special Conditions, in this case the Supplier shall be fined EUR 200 for each specified case.'*

2. In response to the part of the Supplier's question *"Will the Supplier be provided with suitable premises and workplaces to perform technical maintenance in the cities specified by the Contracting Authorities"*, the Contracting Authority explains that the Procurement Conditions do not provide that during the technical maintenance of the Stretcher supports and/or Electric Stretcher loading systems and/or Electric Stretchers, the Contracting Authority must ensure that the vehicles are which comply with the requirements of occupational safety and therefore these conditions will not be ensured by the Contracting Authority. If the supplier wants to create an environment that meets the requirements of occupational safety; The supplier will then be able to do it himself at his own expense.

3. In response to the part of the supplier's question *"If the supplier is physically unable to perform technical maintenance of the equipment due to the safety of its employees and it depends on the Contracting Authority, will such failure to provide the service be considered a violation and will be punished"* [paraphrasing the supplier's question] The Contracting Authority explains that the applicable legal acts (Law of the Republic of Lithuania on Communicable Diseases and Control of Human Beings, Lithuanian Hygiene Standard HN 47-1:2020) oblige The contracting authority ensure infection control and pro-active actions to prevent the spread of infection. The contracting authority confirms that it will only hand over vehicles that comply with the applicable legislation for technical service. In the event of a situation where the Contracting Authority would hand over a vehicle for technical service in violation of the legislation, in such a case the Contracting Authority will have no legal basis to impose a fine if the supplier justifiably refuses to service such a vehicle.

4. In answer to the part of the supplier's question *"If, due to the fault of the Contracting Authority's personnel, the supplier is unable to carry out the technical maintenance of the equipment <... > whether the Contracting Authority bears the costs incurred by the Supplier"* The Contracting Authority explains that the Procurement Conditions do not provide for a specific procedure for the Contracting Authority to reimburse the Supplier's costs when the Contracting Authority is reasonably unable to provide services through the fault of the Contracting Authority. In this particular case, the Contracting Authority could reimburse the supplier for the costs incurred by the supplier in accordance with the procedure established by legal acts.

**Question 30 (uncorrected language)** *"Point 6.2.3.1. If the Contracting Authority determines that the Stretcher Supports and/or Electric Stretcher Loading System and/or the Electric Stretcher are not working properly or are defective, the Supplier must carry out an initial assessment of the fault upon arrival at the specified place within the following time limits:*

*(i) not later than within 12 hours from the moment of receipt of the notification, if the vehicle is located in the cities of Vilnius, Kaunas, Klaipėda, Šiauliai or Panevėžys;*

*(ii) not later than within 48 hours from the moment of receipt of the notification, if the vehicle is located anywhere else in the territory of the Republic of Lithuania.*

**Questions:**

1. Will appropriate conditions and premises be provided at the places specified by the Contracting Authority (in accordance with the occupational safety requirements for such work) to carry out the initial assessment of the fault? Knowing the available premises of some Lithuanian GMPT substations, there may not be suitable conditions for the initial assessment of the fault, especially during winter. If conditions are not created, does the Contracting Authority foresee how it will apply the requirements of entry deadlines and fines?

2. Can the initial fault assessment be carried out remotely without arriving at the specified location? If the failure or improper operation is understandable or visible to the representative of the Contracting Authority and it is possible to record the fault remotely for the Supplier by taking photos or video. In this way, the 12-hour time allocated for the initial assessment of the fault would be saved, the fault would be eliminated faster, and the Contracting Authority would also incur lower transport downtime costs.

3. If after the person servicing the equipment arrives at the site and evaluates the fault recorded by the representative of the Contracting Authority, it turns out that in reality the equipment is working properly and there are no factors proving/confirming the failure or improper operation of the equipment. Does the Contracting Authority reimburse the supplier for the costs incurred due to incorrect call, arrival and fault assessment, as described in 6.2.3.4 of the Special Terms and Conditions of the Contract? points "... If the fault is due to the fault of the Contracting Authority, the Contracting Authority shall compensate the Contracting Authority for the costs incurred by the Supplier for the arrival and assessment of the initial fault upon submission by the Supplier of documents justifying this."

4. If clause 6.2.3 of the Special Terms and Conditions of the Agreement describes "... the moment of receipt of the notification..." The receipt of the notification will be recorded by the specified e-mail of the Technical Service Centre, whether the General Terms and Conditions of the Agreement 24.5 will be complied with. "If the notification is sent by e-mail, it shall be deemed to have been received by the Party on the next business day."?

5. If the Contracting Authority records a failure, but the assessment of the initial failure of the equipment arrives at the agreed time, the equipment is not at the place where it is located and there is a delay in compliance with 6.2.3.1 through no fault of the supplier. of the initial fault assessment period described in paragraph 1 of this paragraph, would such a time limit be extended until the goods have been delivered to the supplier's place of location? As treated in such a case, 9.9.9. "If the supplier fails to comply with the Warranty Maintenance Conditions provided for in Clause 6.2.3.1 of the Special Conditions, i.e. fails to carry out the initial fault assessment in a timely manner, in this case the supplier shall be fined EUR 500 for each specified case." If the deadline is not missed due to the fault of the Supplier?

6. If the Contracting Authority records a failure, but upon arrival at the agreed time for the initial assessment of the equipment failure or the elimination of the equipment failure, the equipment is not at the place of its deployment when the equipment has been moved elsewhere such as, for example, another PO centre or a car service centre, does the Contracting Authority cover the costs incurred by the Supplier resulting from the incorrect time agreed?'

**Answer:**

1. Clause 6.2.3 of the Special Terms and Conditions of the Agreement states that:

"6.2.3. In the event of failure of the Stretcher Supports and/or the Electric Stretcher Loading System, and/or the Electric Stretcher

6.2.3.1. If the Contracting Authority determines that the Stretcher supports and/or the Electric Stretcher loading system and/or the Electric Stretcher are not working properly or are

defective, the Supplier must carry out an initial assessment of the fault upon arrival at the specified place within the following time limits: (i) not later than within 12 hours from the moment of receipt of the notification, if the vehicle is located in the cities of Vilnius, Kaunas, Klaipėda, Šiauliai or Panevėžys; (ii) not later than within 48 hours from the moment of receipt of the notification, if the vehicle is located anywhere else in the territory of the Republic of Lithuania.

6.2.3.2. If during the initial assessment it is determined that the Stretcher supports and/or, the Electric Stretcher loading system, and/or the Electric Stretcher are defective or malfunctioning, the Supplier must eliminate the fault within 24 hours from the moment of the initial assessment. If there is a risk that the fault will not be eliminated within the specified period, the Supplier must provide the Contracting Authority with replacement equipment that is not inferior until the fault is completely eliminated.

6.2.3.3. The Supplier must ensure that all troubleshooting works performed and replacement equipment provided are properly documented and copies of the reports are provided to the Contracting Authority.

6.2.3.4. The Supplier must assume full responsibility for the costs of arrival and initial fault assessment, except in cases where the fault was caused by the fault of the Contracting Authority. If the fault is due to the fault of the Contracting Authority, the Contracting Authority shall reimburse the costs incurred by the supplier for the arrival and assessment of the initial fault upon submission by the supplier of the supporting documents."

2. Clause 9.9.9 of the Special Terms and Conditions of the Agreement states that:

"9.9.9. If the Supplier fails to comply with the Warranty Maintenance Conditions provided for in Clause 6.2.3.1 of the Special Conditions, i.e. fails to carry out the initial fault assessment in a timely manner, in this case the Supplier shall be fined EUR 500 for each specified case."

3. Clause 24.5 of the General Terms and Conditions of the Agreement states that:

"24.4. If the notice is sent by e-mail, it shall be deemed to have been received by the Party on the next business day."

4. Answering the part of the supplier's question "Will appropriate conditions and premises be provided in the places specified by the Contracting Authority<.. >" The Contracting Authority explains that the Procurement Terms and Conditions do not provide that during the liquidation of the failure of the Stretcher Supports and/or Electric Stretcher Loading System and/or Electric Stretcher, the Contracting Authority must ensure that the vehicles are accessible in a place that meets the requirements of work safety, therefore, these conditions will not be ensured by the Contracting Authority. If the supplier wants to create an environment that meets the requirements of occupational safety; The supplier will then be able to do it himself at his own expense.

5. In answer to the part of the supplier's question entitled "If the conditions [and premises are not provided], does the Contracting Authority foresee how it will then apply the requirements of entry times and fines?" The Contracting Authority explains that the Procurement Conditions do not provide that during the liquidation of the failure of the Stretcher supports and/or Electric Stretcher loading system and/or the Electric Stretcher, the Contracting Authority (i) must ensure that the vehicles are accessible in a place that meets the requirements of occupational safety and (ii) it is also not provided that if the Contracting Authority fails to ensure suitable conditions and/or provide premises, it could therefore waive entry time limits and fines; therefore, the Contracting Authority will impose entry times and

finer on the suppliers, irrespective of whether or not the place where the vehicle is deployed is 'provided [and facilities provided]'.

6. In response to the part of the supplier's question "*Can the initial assessment of the fault be carried out without arriving at the specified place, remotely*", the Contracting Authority explains that Clause 6.2.3.1 of the Special Conditions of the Contract stipulates that "*The Supplier must carry out the initial assessment of the fault upon arrival at the specified place*". The terms of purchase do not provide for the possibility to carry out the initial fault assessment remotely. Please note that the Terms and Conditions of Purchase do not provide for an insurance provider to monitor their devices and proactively monitor their status. If, after the Contracting Authority has identified a fault during the breakdown and informed the supplier about it, the supplier remotely assesses the condition of its equipment, then it is not prohibited to carry out not only the initial assessment of the fault on site, but also to carry out repair works on the same arrival.

7. In response to the part of the supplier's question "*Does the Contracting Authority compensate the supplier for the costs incurred due to the erroneous call, arrival and fault assessment*", the Contracting Authority explains that the Procurement Conditions do not provide for a specific procedure for the Contracting Authority to reimburse the supplier's costs when the Contracting Authority has erroneously summoned the supplier. In this particular case, the Contracting Authority could reimburse the supplier for the costs incurred by the supplier in accordance with the procedure established by legal acts.

8. In response to the part of the supplier's question "*If clause 6.2.3 of the special terms and conditions of the contract describes "... the moment of receipt of the notification..." The receipt of the notification will be recorded by the specified e-mail of the Technical Service Centre, whether the General Terms and Conditions of the Agreement 24.5 will be complied with. "If the notification is sent by e-mail, it shall be deemed to have been received by the Party on the next business day."* The contracting authority explains that the moment of receipt of the notification will be determined as indicated in the Procurement Documents.

9. In response to the part of the supplier's question "*If the Contracting Authority records a malfunction, but after the assessment of the initial failure of the equipment arrives at the agreed time, the equipment is not located at its location*", the Contracting Authority explains that the Contracting Authority, being responsible and seeking to cooperate, will inform the supplier about the fault only when the vehicle is deployed at the specified address, therefore, the situation described by the supplier should not happen. If, however, when the supplier arrives at the site, there is no vehicle in that place, in this case such an invitation of the Contracting Authority could be considered erroneous and (i) the supplier would not be subject to fines and (ii) the supplier could acquire the right to reimbursement of the costs incurred by the supplier in accordance with the procedure established by legal acts.

10. In response to the part of the supplier's question "*If the Contracting Authority records a malfunction, but upon arrival at the agreed time for the initial assessment of the equipment failure or the elimination of the equipment failure, the equipment is not available at the place of its deployment when the equipment has been moved elsewhere such as, for example, another PO centre or a car service centre*", the Contracting Authority explains that the Contracting Authority, being responsible and seeking to cooperate, will inform the supplier of the failure only if, when the vehicle will be deployed at the specified address, so the situation described by the supplier should not happen. If, however, when the supplier arrives at the site, there is no vehicle in that place, in this case such an invitation of the Contracting Authority could be considered erroneous and (i) the supplier would not be subject to fines and (ii) the

supplier could acquire the right to reimbursement of the costs incurred by the supplier in accordance with the procedure established by legal acts.

**Question 31 (language not corrected)** *"Point 6.2.3.2. If during the initial assessment it is determined that the Stretcher Supports and/or, the Electric Stretcher Loading System, and/or the Electric Stretcher are defective or malfunctioning, the Supplier must eliminate the fault within 24 hours from the moment of the initial assessment. If there is a risk that the fault will not be eliminated within the specified period, the Supplier must provide the Contracting Authority with replacement equipment that is not inferior until the fault is completely eliminated.*

*Clause 7.3.2 of the General Terms and Conditions of the Agreement states: The Buyer must grant access to the Supplier to perform the elimination of defects in the Goods so that the Supplier can do so within the specified time limits. If defects in the Goods are eliminated at the place of use of the Goods, the Buyer and the Supplier must agree on the time of elimination of the defects in the Goods.*

**Question:**

*1. Please specify the deadline The Buyer must provide access. Will the contracting authority provide the appropriate premises and conditions for the elimination of the fault at the place of use of the goods? Knowing the available premises of some Lithuanian GMPT substations, there may not be suitable conditions for the elimination of the malfunction, especially during winter. If conditions are not created, does the Contracting Authority foresee how it will apply the requirements of entry deadlines and fines?"*

**Answer:**

1. Clause 6.2.3.2 of the Special Terms and Conditions of the Agreement states that:

*"6.2.3.2. If, during the initial assessment, it is established that the Stretcher supports and/or), the Electric Stretcher loading system, and/or the Electric Stretcher are defective or malfunctioning, the Supplier must rectify the fault within 24 hours from the moment of the initial assessment. If there is a risk that the fault will not be rectified within the prescribed period, the Supplier must provide the Contracting Authority with replacement equipment that is not inferior until the fault is completely eliminated."*

2. Clause 7.3.2 of the General Terms and Conditions of the Agreement states that:

*"7.3.2. The Buyer must grant access to the Supplier to carry out the elimination of defects in the Goods so that the Supplier can do so within the specified time limits. If defects in the Goods are eliminated at the place of use of the Goods, the Buyer and the Supplier must agree on the time of elimination of the defects of the Goods."*

3. In response to the part of the Supplier's question *"Please specify the term The Buyer must provide access"*, the Contracting Authority explains that this wording ("access") refers to the Buyer's obligation to enable the Supplier to remedy the defects in the goods identified. This includes, for example. the admission of the supplier's representatives to the premises or territories where the goods are used or stored, and the assurance that the supplier can carry out the necessary repair or replacement works without hindrance within the terms specified in the contract.

The case law of the Supreme Court of Lithuania emphasizes that the parties to the contract must cooperate in the execution of the contract, which includes the creation of conditions for the elimination of deficiencies. For example, the court has noted that the principle of the primacy of content over form must prevail in the actions of the contracting

authority and suppliers in order to ensure proper performance of the contract and achievement of objectives.

Thus, "granting access" in this case means that the Contracting Authority must create all the necessary conditions for the supplier (admission to the premises or territory and not to interfere with) to enable the supplier to remedy the defects of the goods efficiently and in a timely manner, including physical access to the place of use of the goods and cooperation in the planning and execution of repair works.

The Contracting Authority, while providing answers to the above-mentioned questions, has clarified that the Procurement Conditions do not provide for an obligation for the Contracting Authority to create environments necessary for the supplier. The term "grant access" means that the Contracting Authority will not prevent the supplier from providing the vehicle and will allow the necessary actions to be performed by the supplier in the vehicle.

**Question 32 (language not corrected)** *"Point 6.2.3.4. The Supplier must assume full responsibility for the costs of arrival and initial fault assessment, except in cases where the fault was caused by the fault of the Contracting Authority. If the fault is caused by the fault of the Contracting Authority, the Contracting Authority shall reimburse the costs incurred by the supplier for the arrival and assessment of the initial fault after the supplier submits the supporting documents."*

**Question:**

1. *If the fault occurred due to the fault of the contracting authority, in this case it is not warranty repair and the terms and conditions provided for in the contract for warranty repair cannot be applied to the performance of works.*

*- What are the deadlines for non-warranty repairs?*

*- In this case, would the contracting authority wish to receive replacement equipment by paying for it on the basis of the invoice provided?"*

**Answer:**

1. Answering the part of the supplier's question *"What terms would be set for non-warranty repairs"* and *"Will <... > the Contracting Authority would like to receive replacement equipment by paying for it according to the invoice provided"* The Contracting Authority explains that non-warranty repair of the purchased equipment is not the subject of this Procurement. If the Contracting Authority decides that it needs non-warranty repairs, in this case the Contracting Authority would carry out a separate public procurement setting out the conditions for non-warranty repairs.

**Question 33 (language not corrected)** *"We have submitted questions regarding the TS (Sent [date and time]), we have not received a response so far, given that the project is large, requiring preparation and planning before submitting proposals, we would like to know what are the planned actions of the PO? Is it planned to extend the deadline for the submission of the tender, if so for what period, and is there also a date for the answers to the questions asked?"*

**Answer:**

1. The contracting authority shall explain that it will answer all questions of the suppliers in accordance with the procedure laid down in the Procurement Terms and the PSO. If the Contracting Authority does not have time to answer the suppliers' questions in time, it will extend the deadlines for the submission of tenders.

**Question 34 (language not corrected)** *'Please answer the question whether the contracting authority wants to purchase 60 Type B express cars complying with the technical specification of category M1 and which can be built on basic goods vehicles of category N1 or N2 ?'*

**Answer:**

Point 1 of Annex 2 to the Special Procurement Conditions states that:

*'1. At the time of this procurement, the contracting authority shall acquire ambulances (hereinafter referred to as 'the Vehicle') (Vehicle code M1AFSC) for which the requirements are set out in this document (technical specification).'*

2. Table 1 of Annex 2 to the Special Procurement Conditions contains the General Parameters of the Vehicle

<b>No.</b>	<b>Setting</b>	<b>Details</b>
<b>1</b>	<b>2</b>	<b>3</b>
1.	Vehicle code	M1AFSC
2.	Vehicle type	Type B ambulance
3.	Purpose of the vehicle	Transport, monitoring, treatment of patients
4.	Vehicle compliance with standards	The vehicle complies with LST EN 1789 standard, EN 1789 standard or equivalent standard
5.	Compliance of the medical equipment of the vehicle with the regulation	The medical equipment of the vehicle (where applicable) will have to comply with Regulation (EU) 2017/745 of the European Parliament and of the Council of 5 April 2017 laying down the general safety and performance requirements for medical equipment with regard to its intended purpose (the medical equipment bears the CE conformity marking or the CE marking). The requirement specified in this paragraph shall apply to at least the following medical equipment of the vehicle: (i) medical oxygen flow meter, (ii) medical oxygen flow meter humidifier, (iii) stretcher supports, (iv) electric stretcher. If the vehicle is equipped with additional medical equipment, it will also be subject to the requirements of Regulation (EU) 2017/745.
6.	Number of vehicles purchased	60 pcs.

3. In response to the supplier's question, the Contracting Authority explains that (i) it intends to purchase 60 units of vehicles with the code M1AFSC (code after recycling); (ii) The terms of purchase do not specify what the basic vehicle code must be. The supplier is free to choose the base vehicle (with code M or with code N), but the supplier must ensure that the vehicle is registered as a vehicle of class M1AFSC after recycling.

**Question 35 (language not corrected)** *"Please make it clear what the minimum number of speakers must be installed in an ambulance?"*

**Answer:**

1. Row 16 of Table 15 of Annex 2 to the Special Procurement Conditions states that:

"Speakers - 2 pcs."

2. Row 18 of Table 15 of Annex 2 to the Special Procurement Conditions states that:

"Subwoofer - 2 pcs."

3. In response to the part of the supplier's question "what is the minimum number of speakers to be installed", the contracting authority explains that each vehicle must be equipped with 2 speakers and 2 subwoofers. Total number of speakers – 4 pcs.

**Question 36 (language not corrected)** "Since the entire ambulance must comply with the current LT EN 1789 standard, please answer whether the infusion fluid heater (table 67) must meet the requirements of the purchasing organization and also the requirements of the LT EN 1789 standard, i.e. must be able to operate at a temperature of 37 +/-2 degrees and additionally work outside the ambulance by providing liquids?"

**Answer:**

1. Point 26 of Annex 2 to the Special Procurement Conditions states that

'26. The supplier shall ensure that the recycled vehicle complies with LST EN 1789, EN 1789 or equivalent.'

2. Table 67 of Annex 2 to the Special Procurement Conditions states that:

No.	Requirement	Moment of verification
1	2	3
1.	A Stationary Integrated Infusion Fluid Heater shall be installed in the wall between the Patient Unit and the Equipment Department	During the reception-transfer of the vehicle
2.	The usable volume of the infusion liquid heater is at least 7 liters	During the evaluation of the proposals
3.	The infusion fluid heater must maintain a temperature of 37°C with a tolerance of ±1.5°C	During the evaluation of the proposals
4.	The infusion liquid heater must be equipped with an indication temperature monitor	During the evaluation of the proposals
5.	The infusion fluid heater must have alarm messages	During the evaluation of the proposals

3. In response to the part of the supplier's question "whether the infusion fluid heater (Table 67) must comply with the requirements of the Procurement Organization and also the requirements of the LT EN 1789 standard", the Contracting Authority explains that the Patient Department's stationary integrated infusion fluid heater must comply with the requirements set by the Contracting Authority specified in Table 67 of Annex 2 to the Special Procurement Conditions and also in the LST EN 1789 standard, EN 1789 standard or equivalent standard (if applicable to infusion fluid heaters). The contracting authority will check compliance only with the requirements of Table 67 of Annex 2 to the Special Procurement Conditions during the procurement.

4. In response to the part of the supplier's question "must be able to operate at a temperature of 37 +/-2 degrees" The Contracting Authority explains that although the LST EN 1789 standard, the EN 1789 standard states that "is designed to allow the administration of fluid warmed to (37 ± 2) °C", the Procurement Terms and Conditions contain a stricter requirement ("must maintain a temperature of 37 °C with a tolerance of ±1.5 °C"), therefore, the supplier must ensure that the product offered by the supplier meets the requirements of the Conditions of Purchase in the first place.

5. In response to the part of the supplier's question "*and additional work on the outside of the ambulance by supplying liquids*", the Contracting Authority explains that the Conditions of Purchase do not require that the infusion fluid heater be on the outside of the vehicle, let alone supply the liquid to the outside of the vehicle.

**Question 37 (uncorrected)** "*On the requirement for the displacement of the M1 class seat by 100 mm ( Table 57, p. 3 ). Answer: Should the displacement take place 100 mm forward and 100 mm back?"*

**Answer:**

1. Row 3 of Table 57 of Annex 2 to the Special Procurement Conditions states that  
'3. *The Class M1 seat in the patient ward must be mounted on a rail with an integrated adjustment and locking mechanism. The rail must ensure that the seat can be easily moved by at least 100 mm along the Patient Compartment. The rail shall not be installed on the floor of the vehicle.*'

2. In response to the part of the supplier's question "*should the displacement take place 100 mm forward and 100 mm back*", the Contracting Authority explains that the Procurement Conditions specify a movement section that is equal to 100 mm. According to the example provided by the supplier, the displacement would be 200 mm (100 mm + 100 mm). Such a proposal is possible, but not mandatory. The contracting authority's requirement is that the M1 class seat be displaced (movement section) by 100 mm.

**Question 38 (uncorrected)** '*Does the armchair on the right wall have to have a displacement of 400 mm forward and 400 mm backward in order to be able to work with the patient along its entire length without lifting from the chair?"*

**Answer:**

1. Row 3 of Table 58 of Annex 2 to the Special Procurement Conditions states that  
'3. *The Class M1 seat in the patient ward must be mounted on a rail with an integrated adjustment and locking mechanism. The rail must ensure that the seat can be easily moved by at least 400 mm along the Patient Compartment. The rail shall not be installed on the floor of the vehicle.*'

2. In response to the part of the supplier's question "*the displacement must be 400 mm forward and 400 mm backward*", the Contracting Authority explains that the Procurement Conditions specify a movement section equal to 400 mm. According to the example given by the supplier, the displacement would be 800 mm (400 mm + 400 mm). Such a proposal is possible, but not mandatory. The contracting authority's requirement is that the M1 class seat be displaced (movement section) by 400 mm.

**Question 39 (language not corrected)** "*Does the maximum estimated delivery time apply to all 60 pcs. ambulances for ambulances and the time is calculated from the date of signing the contract?"*

**Answer:**

1. Clause 4.1 of the Special Terms and Conditions of the Agreement states that:  
'1. *The Supplier will have to deliver the first 10 Goods within a shorter of the following time limits: (a) within 12 months from the date of entry into force of the contract, (b) within the period specified in the Supplier's offer.*

2. *The Supplier will have to deliver the remaining 50 Goods within a shorter of the following deadlines: (a) within 24 months from the date of entry into force of the contract, (b) within the period specified in the Supplier's offer.'*

2. When answering the part of the supplier's question "*Does the maximum estimated delivery time apply to all 60 pcs. ambulances*" The Contracting Authority explains that there are two maximum deadlines for the delivery of vehicles: (i) 12 months for the first 10 vehicles; (ii) 24 months for the remaining 50 vehicles.

3. Clause 10.1.2 of the Special Terms and Conditions of the Agreement states that:  
*"10.1.2. The Agreement shall enter into force (date), but not earlier than the signing of the Agreement by both Parties."*

4. Answering the part of the supplier's question "*Is <.. > time is calculated from the date of signature of the contract*" The contracting authority explains that the time is not calculated from the date of signing, but from the date of entry into force of the contract.

**Question 40 (uncorrected)** *"Do we understand correctly that the stretcher must comply with the 1865-2 standard and the customer's requirements specified in the technical specification, i.e. must meet all the requirements in general, because the 1865-2 standard specifies significantly more requirements for stretchers than in your specification?"*

**Answer:**

1. Table 71 of Annex 2 to the Specific Procurement Conditions states that

**Table 71.** Requirements for Electric Stretchers

No.	Requirement	Moment of verification
1	2	3
1.	Stretcher supports, electric stretcher loading system, and electric stretchers work as one system to ensure patient safety and minimize the physical effort of the personnel operating the equipment to work with this equipment.	During the reception-transfer of the vehicle
2.	The electric stretcher meets the requirements of LST EN 1865-2 standard, EN 1865-2 standard or equivalent standard	During the reception-transfer of the vehicle
3.	Electric stretchers can be shortened	During the evaluation of the proposals
4.	The length of shortened electric stretchers is not more than 160 cm	During the evaluation of the proposals
5.	The chassis of the electric stretcher must have four wheels rotating 360°	During the evaluation of the proposals

2. In answer to the part of the supplier's question "*Is <... > stretcher <... > must meet all the requirements in general*" The Contracting Authority explains that Table 71 of Annex 2 to the Special Procurement Conditions states that Electric stretchers must meet 5 requirements, among which is the requirement to comply with the requirements of the LST EN 1865-2 standard, the EN 1865-2 standard or the equivalent standard. The contracting authority will assess whether the stretcher complies with the requirements of the LST EN 1865-2 standard, the EN 1865-2 standard or equivalent standard (requirement 3) and other requirements specified in Table 71 of Annex 2 to the Special Procurement Conditions (requirements 1, 2, 4 and 5).

**Question 41 (language not corrected)** "1. *The Emergency Medical Service (hereinafter referred to as the Contracting Authority) carries out the public procurement "Ambulances" (Procurement ID 1175752)(1) (hereinafter referred to as the Procurement) by means of an open tender. The procurement is carried out in accordance with the provisions of the Law on Public Procurement of the Republic of Lithuania (hereinafter referred to as the Law on Public Procurement).*

2. *[name of the Supplier] (hereinafter referred to as the "Supplier") is interested in participating in the Procurement because the Procurement corresponds to the Supplier's field of activity.*

3. *[date] The Supplier has submitted an inquiry to the Contracting Authority regarding the requirements of the Technical Specification and, accordingly, the (un)certainty of the Object of the Procurement. However, the Contracting Authority has not yet responded to this Supplier's inquiry.*

4. *Article 17 of the PSO provides for the obligation of the contracting authority to adhere to the principles of equality, non-discrimination, mutual recognition, proportionality and transparency in the performance of the procurement:*

*"Article 17. Basic principles of procurement*

1. *The contracting authority shall ensure that the principles of equal treatment, non-discrimination, mutual recognition, proportionality and transparency are respected in the performance of the contract.'*

5. *Article 40(1) of the PSO provides that the contracting authority must set a sufficient deadline for the submission of tenders so that suppliers have time to prepare and submit tenders in a timely and proper manner. In addition, the contracting authority must take into account the complexity of the procurement and the time required to prepare tenders:*

*"Article 40. Application and submission of a proposal*

1. *The contracting authority must set a sufficient time limit for the submission of tenders and tenders to enable suppliers to prepare and submit tenders and tenders in a timely and appropriate manner. Such a time limit must be at least the shortest time limits for the submission of applications and tenders specified in Articles 60, 62, 65, 69 and 74 of this Law. The contracting authority must, when setting that time limit, take into account the complexity of the procurement and the time required for the preparation of tenders and tenders.'*

6. *A similar provision is provided for in paragraph 80 of the preamble to Directive 2014/24/EU:*

*"(80) <... > it should be noted that, when setting the time limit for the submission of tenders and requests to participate, contracting authorities should take into account, in particular, the complexity of the contract and the time required to prepare tenders, even if this would mean setting longer periods than the minimum duration periods provided for in this Directive <... >."*

7. *Article 60(1)(1) of the PSO provides for the minimum deadline for the submission of tenders which the contracting authority may set in a specific procurement, i.e. 35 days from the date of dispatch of the notice:*

*"Article 60. Deadlines for submission of tenders for open tenders*

1. *The contracting authority shall determine the time limit for the submission of tenders in accordance with the provisions of Article 40 of this Law. The deadline for the submission of tenders may not be shorter than:*

*(1) 35 days from the date of dispatch of the notice from the Public Procurement Service in the case of international procurement'.*

8. In the Procurement, the Contracting Authority has established a requirement for suppliers to submit their tenders and the documents required together with the tender by 24.03.2025. Thus, the Contracting Authority in the Procurement essentially established the minimum deadline for the submission of tenders established in Article 60(1)(1) of the PSO.

9. Taking into account the fact that the Contracting Authority has not yet responded to the Supplier's enquiry on [date], the Supplier cannot adequately assess the specificity of the subject matter of the Procurement and, accordingly, cannot make a decision on participation in the Procurement and prepare a tender. Even in the best case, if the Contracting Authority were to respond to the Supplier's enquiry on [date] on the date of submission of this letter, i.e. [date], the Supplier would have only 6 calendar days for the preparation and receipt of the tender, of which only 4 are working days.

10. Moreover, it is not clear whether the Contracting Authority will not provide further explanations and/or clarifications of the Procurement Documents in accordance with the questions submitted by other Suppliers (if any), which the Supplier should additionally investigate and assess their significance for the decision to participate in the Procurement and the submitted tender. After evaluating such additional explanations and/or clarifications, the Supplier may need to submit additional questions and the Supplier will not have such an opportunity due to the expiration of the deadline for submitting questions.

11. Therefore, in the opinion of the Supplier, the deadline for the submission of tenders set by the Contracting Authority in the Procurement is objectively insufficient, even with the best reasonable efforts of the Supplier, to structure the participation in the Procurement, to prepare the tender and to collect all the documents required to be submitted together with the tender. Therefore, the Supplier hereby addresses the Contracting Authority and requests it to extend the deadline for the submission of tenders in order to ensure the right to participate in the Procurement for all interested participants, including the Supplier. In the opinion of the Supplier, only in this way would the objectives pursued by the Procurement be ensured.

12. The PSO sets only minimum deadlines for the preparation of applications and tenders. However, situations may arise where such deadlines are objectively insufficient to prepare a proposal. The insufficiency of such a term may be determined by the characteristics of the purchase and its specifics (complexity, etc.). In such cases, contracting authorities must assess this and seek to set deadlines for tenders and tenders which are objectively sufficient for the preparation of a tender, taking into account the complexity of the procurement and the time required to prepare tenders.

13. The Public Procurement Service also takes the following position:

"The law provides for minimum deadlines for submission of proposals, but you will definitely not be right by always setting that minimum permissible deadline. Remember that the law not only provides for minimum deadlines, but also states that "The contracting authority must set a sufficient deadline for the submission of applications and tenders <... >". What time period is sufficient depends on the specific procurement, i.e. the complexity of the object of the procurement, the scope of the conditions and other circumstances, therefore, it is decided on separately each time.

Always setting only minimum deadlines for the submission of tenders leads to a higher risk of receiving fewer tenders or receiving tenders that suppliers have prepared in a hurry or without sufficient investigation into the requirements of the procurement documents, which means that time has to be wasted later on in clarifying discrepancies, correcting price calculation errors or resolving disputes already during the performance of the contract'(2).

14. *The extension of the deadline for the submission of tenders will ensure the principles of fair competition, equality (non-discrimination) and mutual recognition, the mandatory application of which during public procurement procedures is enshrined in Article 17 of the PSO.*

15. *The above-mentioned circumstances confirm that the deadline for the submission of tenders established in the Procurement, although formally meets the requirements established by the PSO, is in fact insufficient and objectively does not provide an opportunity for all interested and sufficiently capable suppliers to participate in the Procurement. Without providing additional time, the possibilities of obtaining high-quality and properly prepared tenders will be limited not only by suppliers, but also by the Contracting Authority itself. In such a case, neither the objectives of the Contracting Authority nor the principles of public procurement established in Article 17 of the PSO would be achieved.*

16. *Taking into account all the above-mentioned circumstances, the Supplier requests the Contracting Authority to extend the deadline for the submission of tenders in the Procurement at least until 07.04.2025.*

17. *If possible, please inform about the decision to extend (or not extend) the deadline for the submission of tenders in the Procurement as soon as possible so that the Supplier (as well as other suppliers) can assess its possibilities of participation in the Procurement."*

**Answer:**

1. The contracting authority shall assess the involvement and active participation of suppliers in the submission of questions and shall understand that the volume of responses provided is large and significant for the smooth preparation of suppliers to participate in the procurement. In order to ensure transparency, equality and equal opportunities for all suppliers to properly assess the information provided and to prepare competitive tenders, the Contracting Authority has adopted a decision to extend the deadline for the submission of tenders.

The Contracting Authority hopes that this decision of the Contracting Authority will contribute to the successful procurement process and smooth cooperation.

## **CHAPTER II MINOR MODIFICATION OF PROCUREMENT DOCUMENTS**

1. The contracting authority adopted a decision to extend the deadline for requests for clarification until 3 April 2025 at 23:45.

2. The contracting authority has adopted a decision to change the deadline for the submission of tenders or tenders to participate in the contract from 9:00 a.m. on 24 March 2025 to 9:00 a.m. on 14 April 2025.

3. The contracting authority adopted a decision to change the date of consultation of the tenders from 9:30 a.m. on 24 March 2025 to 9:30 a.m. on 14 April 2025.

## **CHAPTER III OTHER RELEVANT CONSIDERATIONS**

1. These answers to the questions submitted by the suppliers are an integral part of the Procurement Documents and must be interpreted from the point of view of a substantive assessment. If this document changes the previously submitted and/or published Procurement Documents, then priority shall be applied to this document.

2. If the Supplier disagrees with the decisions of the Contracting Authority referred to in this letter, in accordance with Paragraphs 1 and 2 of Article 102 of the PSO, the Supplier shall have the right to submit a claim to the Contracting Authority within 10 calendar days from the date of the Contracting Authority's written notification of the decision adopted by it to the suppliers.

Public Procurement Specialist

Agné Varnaité

T. Vasiliaskas, tel. +370 649 72068, e-mail [tomas.vasiliaskas@greitojipagalba.lt](mailto:tomas.vasiliaskas@greitojipagalba.lt)