**PROCUREMENT SERVICE CENTRE**

**DYNAMIC PURCHASING SYSTEM DOCUMENTS**

International procurement

Railway rolling stock spare parts, units, services, new rolling stock, materials and tools (No.18948)

**Vilnius, 2022**

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# **1. GENERAL PROVISIONS**

1.1. AB Lietuvos Geležinkeliai (hereinafter - LTG) performs international procurement using a dynamic purchasing system (hereinafter - DPS or Purchase / Purchase), and during its validity period provides spare parts and components for passenger rolling stock necessary to ensure timely performance of scheduled repairs and non-scheduled repairs. (hereinafter referred to as the Procurement Object) in accordance with the LTG authorization granted by AB LTG CARGO (hereinafter referred to as the Authorizer) to organize procurements and perform procurement procedures prior to concluding the procurement contract as provided in the legal acts regulating procurement.In the case of a simplified procurement: Taking into account that the Authorized Person is a contracting entity in the utilities sector, the Procurement shall be carried out in accordance with the provisions of the Law on Procurement of Water Supply, Energy, Transport or Postal Services of the Republic of Lithuania (hereinafter - the Utilities Procurement Law

1.2. The contact details of the person authorized to communicate directly with suppliers and to receive notifications from them (other than intermediaries) in relation to the DPS procedures are indicated in the Procurement notice.

1.3. A procurement under the DPS shall be conducted in accordance with these Procurement documentation, the Law on Procurement by Contracting Entities Operating in the Water, Energy, Transport and Postal Services Sectors of the Republic of Lithuania (hereinafter: the ‘**Utilities Sector Procurement Law**’) (not applicable for public procurement), the Law on Public Procurement of the Republic of Lithuania (hereinafter: the ‘**Public Procurement Law**’ or ‘**PPL**’), the Civil Code of the Republic of Lithuania, other procurement regulations, following the principles of equality, non-discrimination, transparency, mutual recognition, proportionality and requirements of confidentiality, and impartiality. The procurement is carried out in accordance with the Utilities Sector Procurement Law.

1.4. The procurement documents include:

1.4.1. a Procurement notice;

1.4.2. these documents (including annexes);

1.4.3. Clarifications (adjustments) of the DPS documents as well as answers to questions of suppliers (if any);

1.4.4. Other information provided by LTG through the Central Public Procurement Information System (hereinafter: the ‘**CVP IS**’).

1.5. A periodic indicative notice or a notice of qualifications assessment system for this DPS has not been published. In this DPS LTG does not intend to publish a voluntary *ex ante* transparency notice.

1.6. Observers shall not be invited to participate in the meetings of the procurement commission.

1.7. Other definitions used in the DPS documents shall be defined in the Utilities Sector Procurement Law or the Public Procurement Law.

1.8. The word ‘**contract**’ used in any of the case forms in the General Conditions refers to a sales-purchase contract (hereinafter: the ‘**Procurement Contract**’) or a framework agreement (hereinafter: the ‘**Framework Agreement**’), depending on the type of a contract indicated in the specific procurement documents.

1.9. LTG shall consider that all suppliers submitting requests for participation have familiarised with the DPS documents, the legal acts of the Republic of Lithuania regulating the application of instruments for procurement and procurement procedures, award and execution of procurement contracts, and other legislation the provisions of which may affect any relationships between LTG and suppliers arising out of and/or in connection with this procurement. All legal acts of the Republic of Lithuania are available on the online database at: <https://www.e-tar.lt/portal/lt/index>.

1.10. Procurement documents are provided in Lithuanian and English . If the interested supplier participating in the procurement is **a foreign entity** that cannot submit a tender due to the specified language. In case of inconsistencies between the Procurement documents in Lithuanian and/or English the text in Lithuanian will prevail.

# **2. DPS OPERATION**

2.1. DPS is created during the process of this Procurement. Suppliers may submit their requests during the entire period of validity of DPS. Suppliers, whose requests will meet requirements, set out in these documents, and who will be allowed to participate in DPS, will be invited to submit their tenders, regarding the specific procurement according to the need of LTG.

2.2. LTG will send the first call for tenders, regarding the specific procurement on the basis of DPS only after assessment of requests, received within if it is an international procurement and non-accelerated procedure – “30 (thirty) calendar daysfrom the day of dispatch of notice from the Public Procurement Office (the dates for the dispatch of notice are indicated in the contract notice). Other calls, regarding the specific procurements will be also sent to suppliers, who submitted their requests later and who were allowed to participate in DPS after their assessment.

2.3. The validity period of DPS ‒ 48 (forty eight) months. The validity period of DPS can be shortened ‒ LTG is entitled to terminate validity of DPS before the time limit, set out in this paragraph.

2.4. LTG will provide the following information in the call for the specific tender:

2.4.1. An online address, where the published DPS documents can be found on CPP IS, and a link to the contract notice;

2.4.2. Deadline for submission of tenders, address and language (languages), in which the tender must be prepared. Time limit for submission of tenders in case of an international procurement the time limit may not be shorter than 10 (ten) calendar days, except for the cases, when LTG agrees on the shorter time limit with the suppliers, to whom the call is sent.

2.4.3. Specific technical specification;

2.4.4. Deadlines for implementation of Procurement Contract;

2.4.5. Draft contract;

2.4.6. Tender evaluation procedure and evaluation criteria;

2.4.7. Any other information that LTG deems necessary.

# **3. MEANS OF COMMUNICATION BETWEEN LTG AND THE SUPPLIER**

3.1. Communication between LTG and the supplier during the DPS procedure takes place by means of the CVP IS only, except filing of claims (claims can be lodged by fax, by electronic means or against signature via a postal service provider or another appropriate carrier).

3.2. Instructional material on how to connect and use the CVP IS is available on the Public Procurement Office’s website [www.vpt.lrv.lt](http://www.vpt.lrv.lt).

3.3. LTG shall not be liable for contingencies due to which electronic requests for participation have not been received via the CVP IS or have been received after the deadline.

# **4. CLARIFICATION AND ADJUSTMENT OF THE DPS DOCUMENTS**

4.1. The DPS documents may be clarified/adjusted at the initiative of suppliers when they contact LTG by means of the CVP IS.

4.2. LTG shall not apply shorter deadlines in the case of the DPS procedure.

4.3. Where suppliers apply for clarification/adjustment of the DPS documentation provisions related to the submission of requests for participation (these deadlines shall not apply where initial requests for participation have been received after the publication of a contract notice):

4.3.1. A request to clarify/adjust the DPS documents shall be submitted not later than within *in the case of an international procurement under non-accelerated procedure, “11 (eleven) calendar days* before the expiry of the deadline for the submission of requests for participation;

4.3.2. Clarification/adjustment of the DPS documents shall be submitted to all suppliers not later than within *in the case of an international procurement under non-accelerated procedure, “6 (eleven) calendar days”* before the expiry of the deadline for the submission of requests for participation;

4.4. The DPS documents shall be clarified/adjusted in observance of the following procedure:

4.4.1. The deadline for the submission of requests for participation is extended if for some reasons clarification or adjustment of the DPS documents is provided before less days than specified in Clause 4.3.2 of this Chapter (LTG is not obliged to extend the deadline when additional information has not been requested in a timely manner) or significant changes to the DPS documents have been made (clarification/adjustment has a material effect on the preparation of requests for participation);

4.4.2. Clarification/adjustment of the DPS documents is published in the CVP IS along with other procurement documents and sent to suppliers by means of the CVP IS without disclosing an author of the request to provide such clarification or adjustment. If the DPS documents have been additionally published in other sources, clarifications/adjustments are also published there;

4.4.3. Where during providing clarification/adjustment of the DPS documents the information included in procurement notices is adjusted, LTG publishes corrigenda in accordance with the procedure established in Article 47 of the Utilities Sector Procurement Law or Article 34 of the PPL.

4.5. If LTG clarifies/specifies the DPS documents at its own initiative, it shall follow the procedures and deadlines specified in Clauses 4.3.2 and 4.4 of this Chapter.

4.6. LTG does not intend to hold a meeting with the suppliers on clarification of the DPS documents.

4.7. Any clarification/adjustment is deemed an integral part of the DPS documents, and its provisions prevail over the provisions of previous procurement documents.Where information provided in a contract notice does not conform to information contained in other DPS documents, the information specified in the contract notice is deemed to be correct.

# **5.** **OBJECT OF PROCUREMENT, ITS SCOPE AND EVALUATION CRITERIA**

5.1. DPS object:

5.1.1. Purchase of Railway rolling stock spare parts, units, services, new rolling stock, materials and tools (hereinafter – Goods/ Services);

5.1.2. BVPŽ code - 34631000-9; additional BVPŽ codes -14811000-9; 14812000-6; 19500000-1; 19510000-4; 24910000-6; 24960000-1; 30192125-3; 31122000-7; 31211300-1; 31214100-0; 31221000-1; 31300000-9; 31520000-7; 31531000-7; 31532400-8; 31681410-0; 39717000-1; 39812500-2; 42132130-3; 42512500-3; 42514310-8; 42913300-2; 42913400-3; 44164310-3; 44165100-5; 44315200-3; 44322200-5; 44333000-3; 44440000-6; 44510000-8; 44511000-5; 44521100-9; 44530000-4; 44531000-1; 44532000-8; 44533000-5; 50222000-7.

5.2. Area of ​​application of the DPS object:

5.2.1. Railway rolling stock spare parts, subassemblies, new rolling stock, materials, tools and repair services required to ensure timely performance of minor and major scheduled repairs and urgent unscheduled repairs.

5.2.2. The specific requirements for the Purchase object to be acquired will be presented in the documents of a specific purchase carried out on the basis of DPS.

5.3. Estimated scope of the DPS during the validity period of the DPS: the value of all Purchase Agreements expected to be concluded - €150,000,000.00 (one hundred and fifty million euros 00 ct) Eur excluding VAT. The place of service provision is the geographical territory of the Republic of Lithuania.

5.4. DPS is not categorized. A specific procurement object can be divided into parts of the procurement object, the supplier, who will be invited to submit an offer for a specific procurement, will have to offer the entire quantity/scope of the specific procurement object. A supplier can submit only one application, regardless of whether he participates in the DPS individually or as a member of a group of suppliers.

5.5. In the case of a specific purchase, offers not rejected by LTG will be evaluated and compared on the price criteria.

# **6. REQUEST DOCUMENTATION**

6.1. To participate in the DPS procedure, a supplier shall submit:

6.1.1. the signed request form (Annex 1 to these documents);

6.1.2. the signed European Single Procurement Document (hereinafter: the ‘**ESPD**’) (Annex 2 to these documents);

6.1.3. the documents confirming supplier’s compliance with the qualification requirements for suppliers[[1]](#footnote-2);

6.1.4. If a request for participation is submitted by a group of suppliers, a signed copy of the joint venture agreement (hereinafter: ‘**JVA**’);

6.1.5. if the documents included in the request for participation and/or the entire request is signed by a person authorized by the supplier’s manager, a digital copy of the power of attorney issued to the person (persons) signing this document or an equivalent document proving the right of that person to sign the request for participation and assume all related obligations;

6.1.6. . If the supplier hires economic entities – evidence that such resources will be available during the entire period of contractual obligations (According to the requirements, set out in paragraph 8.4of these documents);

# **7. QUALIFICATION REQUIREMENTS FOR SUPPLIERS**

7.1. The tenderer who participates in the DPS procedure must meet the requirements specified in Annex 3 to these documents[[2]](#footnote-3) (the supplier’s qualification must be obtained before the deadline for the submission of the supplier’s request for participation).

# **8. RELYANCE ON THE CAPACITIES OF OTHER ECONOMIC ENTITIES**

8.1. Supplier may rely on capacities of other economic entities in order to meet requirements of financial, economic, technical and/or professional capacities, regardless of the legal nature of relationship with such economic entities.

8.2. The group of suppliers may rely on the capacities of participants in the group or other economic entities based on the conditions, set out in paragraph 8.1 of this chapter.

8.3. If the supplier relies on the capacities of other economic entity, he must provide evidence by submitting request, which would confirm that resources of economic entities will be available to the supplier during the entire period of contractual obligations. Such evidence may be commitment (declaration) of the economic entity, stating that he has the necessary resources, contracts with the supplier, etc.

8.4. By completing a form, provided in Annex No 1 of these documents, the supplier must indicate economic entities, which capacities the supplier relies on, in his request.

8.5. If the supplier hasn’t indicated economic entity in his request or the indicated economic entity does not meet the requirements, he may be indicated or changed to the economic entity meeting the requirements within the period of time, established by LTG by means of correspondence of CPP IS.

8.6. LTG does not limit opportunities of suppliers to hire subcontractors and/or members of the group of suppliers.

# **9. PARTICIPATION OF A GROUP OF SUPPLIERS IN THE PROCUREMENT**

9.1. If a group of suppliers participates in the procurement, it must provide a digital copy of the joint venture agreement The JVA shall specify:

9.1.1. The composition of the group of suppliers and obligations of each member of the group of suppliers in execution of a procurement contract intended to enter into with the LTG.

9.1.2. The joint liability of all parties to this contract for failure to fulfil obligations to the LTG arising out of this DPS or a contract to be awarded based on it (including such general obligations arising out of the contract that would in substance extend beyond the term of the contract or the JVA).

9.1.3. A member of the JVA, acting as a representative of the group of suppliers (for LTG to deal with on general issues relating to this procurement: to communicate on matters arising during request for participation/tender evaluation, provide information related to request for participation/tender evaluation and to sign the contract);

9.1.4. A member of the JVA authorized to issue invoices for payments (payments will only be made to one of the JVA members) and to sign documents relating to execution of the contract.

9.1.5. A provision that the replacement of members identified in the JVA shall be considered a material breach of the contract, except for the cases provided for in the laws of the Republic of Lithuania, and with the prior written consent of the LTG.

9.2. LTG shall not require the group of suppliers to assume a certain legal form if the tender submitted by that group of suppliers is identified as the winning tender and the award of the contract is proposed.

# **10. REQUIREMENTS FOR THE PREPARATION AND SUBMISSION OF REQUESTS FOR PARTICIPATION**

**General requirements for the preparation and submission of requests for participation**

10.1. A request for participation must be signed by the manager of the supplier or his authorised person (the remaining documents are not required to be signed by the supplier, however by signing the Request Form the supplier confirms the authenticity of all documents attached).The following may be submitted:

10.1.1. directly formed e-documents (in such case, if following the conditions of the procurement documents such documents are to be signed, they must be signed with a qualified electronic signature compliant with the requirements established in points 2 and 3 of paragraph 11 of Article 34 of the Utilities Sector Procurement Law or points 2 and 3 of paragraph 11 of Article 22 of the PPL);

* + 1. digital copies of the documents (in such the case, if following the conditions of the procurement documents, such documents are to be signed, they must be signed with physical or qualified e-signatures compliant with the requirements established in points 2 and 3 of paragraph 11 of Article 34 of the Utilities Sector Procurement Law or points 2 and 3 of paragraph 11 of Article 22 of the PPL).

Where documents are signed with a qualified electronic signature the supplier’s representative indicated in these documents must be the same person who has signed this document with an electronic signature.

10.2. The request for participation shall include a set of relevant data and documents provided by the supplier.

10.3. The documents shall be accessible by using non-discriminatory, commonly available data file formats (e.g., *pdf*, *doc, odt*, etc.). In case of doubtabout the conformity of the certified copy with the original, LTG shall reserve the right to require to submit the original documents.

10.4. The request for participation shall be prepared *in Lithuanian and/or English.* If the relevant documents are issued in another language, a certified translation must be provided. The certification of the translation shall be considered appropriate if the translated document is certified by the translator’s signature and the seal of the translation bureau by the signature and the seal (if any) of the supplier or its authorised person. In the interpretation of a request for participation the translation shall prevail. LTG shall reserve the right to require providing the translation of this document certified by the translator’s signature and the seal of the translation bureau and/or to provide the certification of the signature of the person who has made the translation by a notary public.

**Requirements for documents** **substantiating the qualification of suppliers**[[3]](#footnote-4)

10.5. When the Supplier declares that it complies with the qualification requirements for suppliers[[4]](#footnote-5), it shall, while submitting a request for participation, submit the completed ESPD. An instruction for filling in this document is enclosed to the procurement documents.If the supplier submits a request for participation with regard to more than one category of the Object of Procurement (where the Object of Procurement is divided into categories), it is enough to submit one ESPD and other documents specified in Annex 3 hereto for all categories of the Object of Procurement. A separate ESPD shall be filled in by:

10.5.1. the supplier;

10.5.2. each member of a group of suppliers (if a request for participation is submitted by the group of suppliers);

10.5.3. each economic entity if the supplier relies on its capacities to meet the requirements for suppliers, except experts who will be employed by the supplier in the event of success in the procurement procedure and the award of a procurement contract (ESPD of those experts are not required).

10.6. Documents certifying that the supplier fulfils the qualification requirements for suppliers shall not be required if LTG:

10.6.1. has access to these documents or information directly and free of charge by accessing the national database in any Member State or by using tools of the CVP IS;

10.6.2. already has those documents from previous procurement procedures (this provision shall not apply if the procurement procedure has been initiated before 1 July 2017 and has been carried out by means other than the CVP IS.10.7. LTG has the right to request the supplier to provide legalization and/or approval certificates (Apostille) for documents issued in a foreign state (if applicable).

10.8. Where the supplier is unable to provide the documents referred to of Annex 3 to the Procurement documents because the Member State or the country in question does not issue such documents, or where the documents issued therein do not cover all the cases specified in items 1 and 2 of Annex 3 to the Procurement documents they may be replaced by a declaration on oath or a solemn declaration made by the supplier, where in the country there is no provision for declarations on oath The solemn declaration must be made before a competent judicial or administrative authority, a notary or a competent professional or trade body in the Member State or country of origin of the supplier or in the Member State or country where the supplier is registered.

10.9. At any time during the period of validity of the DPS, LTG may request suppliers, who are admitted to this system, within 5 (five) working days from the day of dispatch of the request, to submit an updated or adjusted ESPD and other documents specified in Annex 3 to the Procurement documents.

# **11. CONFIDENTIALITY OF REQUESTS FOR PARTICIPATION/TENDERS AND ACCESS TO REQUESTS FOR PARTICIPATION/TENDERS OF OTHER SUPPLIERS**

11.1. The supplier shall specify in its request for participation which information contained therein is confidential, if any. The supplier shall indicate confidential documents in the request form drafted in accordance with Annex 1 to these documents. **The supplier’s request for participation must be submitted by explicitly specifying in the request form which parts of the request for participation are confidential, since the request for participation, tender of the winning supplier, as well as the contract and any amendments thereto, shall be published in the CVP IS in accordance with the procedure established by the legal acts.**

11.2. Confidential information provided by the supplier in the request/tender form may include, but is not limited to, trade (industrial) secret and confidential aspects of the request for participation. Information may not be considered confidential:

11.2.1. where this would violate the laws setting requirements for the disclosure of information or the right of access to information and implementing legislation;

11.2.2. where this would violate the requirements set out in Articles 46, 68 and 94(9) of the Utilities Sector Procurement Law or Articles 33, 58 and 86(9) or the Public Procurement Law regarding the publication of an awarded contract, the information of suppliers, the publication of the winner’s tender, the awarded procurement contract and amendments thereto, including information on the price of supplies, services or works contained in a tender, other than price components;

11.2.3. information provided in the documents certifying the absence of grounds for exclusion of suppliers as well as the documents certifying the compliance with the qualification requirements, the quality management system and environmental management system standards, except for information the disclosure of which would violate the Supplier’s obligations under the contracts concluded with third parties, – where this information is necessary for the supplier to protect its legal interests;

11.2.4. information on the economic entities involved on whose capacities the supplier relies on and on subcontractors, – where this information is necessary for the supplier to protect its legal interests.

11.3. Not later than 6 (six) months after the awarding of a public contract, the interested tenderers may request LTG to provide access to the winning tender or request for participation (candidates – to requests for participation submitted by other supplier who have been invited to tender. If LTG receives a request from a candidate or an interested tenderer within the period specified above, LTG allows it access to the requested information; however the information which the candidates or the tenderers have indicated as confidential, without prejudice to the provisions of Clause 11.2 of this Chapter, may not be disclosed.

11.4. Where LTG has doubts as to the confidentiality of the information contained in the supplier’s request for participation/tender, it must request the supplier to provide evidence of the confidentiality of such information. Where the supplier fails to provide such evidence within the time limit specified by LTG, which may not be shorter than 5 (five) working days, or provides inappropriate evidence, such information shall be deemed to be non-confidential. If the supplier indicates the information listed in Clauses 11.2.1-11.2.4 of this Chapter as confidential, LTG shall be entitled to make available such information without seeking additional evidence from the supplier.

# **12. EXAMINATION, EVALUATION, COMPARISON AND REASONS FOR REJECTION OF REQUESTS**

12.1. Suppliers may not participate in the procedures for accessing requests for participation, examination, assessment and comparison of requests for participation.

12.2. LTG shall assess requests for participation received from candidates not later than within 10 working days. This deadline may be prolonged to 15 (fifteen) working days when assessing initial requests for participation received after the publication of a contract notice or because of the need to examine additional documentation or to otherwise additionally verify whether the candidates fulfil qualification requirements. LTG shall not send the invitation to tender for the first specific procurement under the DPS, unless this deadline for the assessment of the suppliers’ initial requests for participation has expired.

12.3. When examining the request for participation submitted by the supplier and after establishing that the supplier has provided inaccurate, incomplete or incorrect documents or data on compliance with the requirements of the Procurement documents or such documents or data are missing, the following conditions shall be followed:

12.3.1. without prejudice to the principles of equality and transparency LTG shall request the supplier in writing to adjust, supplement or clarify such documents or data within a reasonable time limit set by it;

12.3.2. the supplier must reply in writing to the request until expiry of the time limit set by LTG and adjust, supplement or clarify the request for participation as required by LTG (otherwise its request for participation shall be rejected).

12.4. The supplier’s request for participation shall be rejected if:

12.4.1. The supplier fails to comply with the qualification requirements for suppliers specified in the Procurement documents[[5]](#footnote-6);

12.4.2. The supplier has failed to adjust, supplement or clarify the request for participation.

12.4.3. The request for participation fails to comply with the requirements for preparation and submission set forth in the procurement documents.

12.5. If the supplier fails to meet the requirements set out in item 1 and 3-11 of Annex 3 to the Procurement documents, LTG shall not exclude it from the procurement procedure where both of the following conditions are met:

12.5.1. The supplier has provided to LTG evidence to the effect that it has taken the following measures:

12.5.1.1. has voluntarily paid or has undertaken to pay compensation for damage caused by the criminal offence or violation referred to in item 1 and 3-11 of Annex 3 to the Procurement documents, if applicable;

12.5.1.2. has cooperated, actively provided assistance or took other measures to assist in the investigation, clarification of the criminal offence or violation committed by it, if applicable;

12.5.1.3. has taken technical, organizational, personnel management measures to prevent further criminal offences or violations.

12.5.2. LTG has evaluated the information provided by the supplier in accordance with Clause 12.5.1 of this Chapter and has made a reasoned decision that the measures taken by the supplier are sufficient to demonstrate its reliability. The adequacy of these measures shall be assessed in the light of the seriousness and circumstances of the criminal offence or infringement. LTG shall submit a motivated decision to the supplier in writing not later than within 10 (ten) calendar days from the receipt of the information of the Supplier specified in Clause 12.5.1 of this Chapter.

12.6. LTG shall inform of the results of assessing the request of participation (admission to the DPS or rejection of the request for participation) not later than within 1 (one) working day from the day of the adoption of the decision.

12.7. After establishing at any time during the period of validity of the DPS that the supplier’s compliance with the qualification[[6]](#footnote-7) requirements for suppliers has changed, LTG shall suspend the supplier’s participation in the DPS and applies to it for elimination of the identified non-compliance. Where the supplier, within a period of 5 (five) working days fails (due to justified objective circumstances this period may be extended for additional 5 (five) working days) to eliminate the identified non-compliance, LTG shall exclude the supplier from the DPS. During the suspension period an invitation to participate in the specific Procurement shall not be sent to the Supplier, and where these circumstances become apparent during evaluation of the supplier’s tender submitted for the specific Procurement the supplier’s tender shall be rejected.

# **13. LODGING AND EXAMINING OF CLAIMS, BRINGING OF LAWSUITS**

13.1. The supplier shall be entitled to challenge the actions and/or decisions of LTG during the DPS procedure by lodging a claim. Claims shall be lodged in accordance with the following requirements:

13.1.1. A claim shall be filed within *10 (ten) calendar days* from the date on which the decision taken by LTG is published or from the date on which a written notice of LTG about the decision taken by LTG is sent to suppliers;

13.1. 2. A claim shall be lodged by fax, by electronic means or against signature via a postal service provider or another appropriate carrier.

13.2. LTG shall examine a claim in accordance with the following requirements:

13.2.1. LTG shall, upon receipt of a claim, immediately suspend the DPS procedure pending the examination of the claim and the taking of a decision;

13.2.2. LTG shall examine the claim, take a reasoned decision and give a written notice to a supplier who has lodged the claim, interested candidates and interested tenderers of the decision, also of a change in the previously announced terms of the DPS procedure not later than within 6 (six) working days from the date of receipt of the claim (if a claim is received after working hours, the time limit for responding to a claim shall be calculated from the next working day);

13.2.3. When providing a decision on a claim, LTG shall ensure that the supplier’s right to protection of confidential information is not violated and, if the claim has been received before expiration of the deadline for the submission of requests for participation, the identity of the supplier from whom the claim was received is not disclosed;

13.2.4. LTG shall postpone the deadline for the submission of requests for participation/tenders if it fails to examine the claim before the expiry of the deadline for the submission of requests for participation/tenders (if the claim is not examined, the deadline is not postponed) or, in reply to the claim, shall provide clarifications or adjustments of the procurement documents, which have a material effect on the preparation of requests for participation/tenders. If the claim has been filed shortly before or after the deadline for the submission of requests for participation/tenders and LTG needs additional time to acquaint itself with the claim, it shall be entitled to postpone the deadline for the submission of requests for participation/tenders if the envelopes with requests for participation/tenders have not been opened yet;

13.2.5. LTG is not obliged to examine the supplier’s claim which has been filed after the expiry of the time limits set in Clause 13.1.1 of this Chapter, has been filed repeatedly concerning the same decision or action taken by LTG and/or has been filed after the date of award of the contract.

13.2.6. If LTG examines the claim in the cases specified in Clause 13.2.5 of this Chapter, it shall observe the requirements set forth in Clauses 13.2.1-13.2.4 of this Chapter.

13.3. If the supplier disagrees with the decision of LTG or if LTG has failed to examine its claim within the set time limit, the supplier may make a request to or bring a lawsuit before a court according to the procedure established in Chapter VII of the Utilities Sector Procurement Law or Chapter VII of the Public Procurement Law.

# **14. ANNEXES**

Annex 1 – Request Form;

Annex 2 – ESPD;

Annex 3 – Qualification Requirements for Suppliers;

1. *Qualification requirements for suppliers – the requirements laid down in the procurement documents for the absence of the exclusion grounds, where applicable, qualifications, quality assurance standards and/or environmental management standards.* [↑](#footnote-ref-2)
2. *See footnote 1.* [↑](#footnote-ref-3)
3. *See footnote 1.* [↑](#footnote-ref-4)
4. *See footnote 1.* [↑](#footnote-ref-5)
5. *See footnote 1.* [↑](#footnote-ref-6)
6. *See footnote 1.* [↑](#footnote-ref-7)