# OPEN (INTERNATIONAL) TENDER

# FOR THE PROVISION OF AN INTERNATIONAL ACCELERATOR IMPLEMENTATION SERVICES

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# PART B. GENERAL CONDITIONS

## GENERAL PROVISIONS

1.1. This public procurement (the ‘Procurement’) shall be implemented in accordance with the Republic of Lithuania Law on Public Procurement (the ‘LPP’), the Civil Code of the Republic of Lithuania, other legal acts governing public procurement, and the conditions of this Procurement laid down in the Procurement documents.

1.2. The Central Public Procurement Information System (‘CVP IS’) shall be used for the conduct of this Procurement. Tenders may only be submitted by suppliers registered in CVP IS (free registration at <https://pirkimai.eviesiejipirkimai.lt>). Any information, clarifications of the Procurement documents, notices or other correspondence between CPO LT, VšĮ (‘CPO LT’ or the ‘Contracting Authority’) and suppliers shall be sent/take place only via CVP IS.

1.3. The Procurement shall be conducted by a commission formed by the head of CPO LT (the ‘Commission’).

1.4. The Procurement shall be conducted according to the principles of equality, non-discrimination, mutual recognition, proportionality and transparency and the requirements for confidentiality and unbiased treatment.

1.5. By submitting his tender, the supplier agrees with all the conditions and requirements set out in the Procurement documents including the Draft Contract. **The suppliers shall carefully and attentively read all the procurement documents and comply with the conditions and requirements set out therein**.

1.6. Where the information provided in the Procurement documents allow making assumptions on specific models of the object of Procurement, sources of supply or processes characteristic of goods/services provided by a supplier, or specific trademarks, patents, types, origin, manufacture, standards or certificates of any type, it shall be deemed that they are only indicative and the suppliers may offer equivalent ones.

1.7. The Commission may invite, on its own initiative, representatives of central or local government institutions and organisations (except for public servants of political (personal) trust and state politicians) as observers in the meetings of the Commission. No more than 6 observers may take part in the Procurement procedures. They shall present properly executed powers of attorney/authorisations issued by the entity represented by them. The observers may take part in the Procurement procedures subject to signing a confidentiality undertaking and, provided that the observer has not declared private interests according to a procedure prescribed by the Law on Coordination of Public and Private Interests, to presenting a declaration of impartiality in the form set by the Public Procurement Office and the Chief Commission on Integrity. Any observer that finds himself/herself in a situation of a conflict of interests shall withdraw, or will be removed from, the drafting, consideration and adoption of decisions related to the Procurement in accordance with the Law on Coordination of Public and Private Interests.

1.8. Terms and definitions:

1.8.1. **Quasi-subsupplier** – a specialist on whose qualifications the supplier relies and who, at the time of submission of the tender, has not been yet employed by the supplier or the economic operator on whose capacities the supplier is relying on or the subsupplier but who will be employed if the tender is recognised as the winning tender;

1.8.2. **Subsupplier (subprovider, subcontractor)** – a third party (a natural/legal person) hired for the performance of the Contract by the supplier/subsupplier. For the purposes of the Procurement, *subsupplier* also means *subprovider/subcontractor* unlessthe context requires the meaning of subsupplier of goods only;

1.8.3. **Economic operator on whose capacities the supplier is relying –** a third party (subsupplier or another natural/legal person) hired by the supplier for the performance of the Contract on whose qualifications the supplier is relying in order to meet the qualifications requirements according to Article 49 of the LPP.

1.8.4. Use of other terms:

1.8.4.1. Unless stated otherwise herein, the terms used in this Part B correspond to the terms and abbreviations used in Part A of the Procurement documents;

1.8.4.2. Where CPO LT is carrying out the Procurement for another contracting authority (the Authorising Institution), for the purposes of provisions on conclusion of the Contract and acceptability of the price as set out in this Part B, the contracting authority shall be the contracting authority with which the Contract will be concluded;

1.8.4.3. The main terms defined in the LPP are used in these procurement documents.

## GROUNDS FOR EXCLUSION OF SUPPLIERS. QUALIFICATIONS REQUIREMENTS AND OTHER REQUIREMENTS FOR SUPPLIERS

2.1. The grounds for exclusion of suppliers, the qualifications requirements for suppliers (right to engage in certain activities, financial and economic capacity, technical and professional capacity), the requirements of the quality management system and/or environmental management system standards, and the requirements for the reserved right to take part in the Procurement (hereinafter collectively referred to as the ‘Requirements for Suppliers‘) are laid down in Part A ‘Particular Conditions‘ of the Procurement documents. Other requirements for suppliers specified in Parts A and B may also be laid down in legal acts applied directly (EU Council Regulations and laws) to the extent to which this is related to national security and/or restrictive measures (sanctions) applied to certain states. While applying the requirement for professional capacity, the Contracting Authority may deem that a supplier does possess such capacity if it establishes a conflict of interests in which the supplier is involved and which can have a negative impact on the performance of the Contract. Circumstances referred to in Article 47(8) and (9) of the LPP shall also be treated as cases of a conflict of interests which can have a negative impact on the performance of the Contract.

2.2. Where a joint tender is submitted by a group of economic operators acting under a joint venture (partnership) agreement, the Requirements for Suppliers shall be met by the members of the group of economic operators specified in Annex ‘Qualifications Requirements and Other Requirements‘ to Part A (at least one of the members, or all the members jointly, or each member of the group, or member of the economic operator depending on the obligations assumed by the latter).

2.3. The supplier shall fulfil the qualifications requirements, the requirements of the quality management system and/or environmental management system standards and the requirements for the reserved right to take part in the Procurement by the end of the term for the submission of tenders (the day of familiarisation with the tenders). No grounds for exclusion shall apply to the supplier up to the date of conclusion of the Contract (on conclusion of the Contract, the absence of such grounds is governed by the terms and conditions thereof). Where a foreign supplier whose right to engage in business activities in the Republic of Lithuania must be recognised according to the Lithuanian law, such supplier shall apply to relevant authorities for the recognition of such right granted in his country by the end of the term for the submission of tenders, and such obtain the recognition of such right prior to conclusion of the Contract. If qualifications of a supplier were not checked in terms of the right to engage in certain activity was not checked, or was checked only partially, the supplier shall undertake to ensure that only persons having such right will take part in the performance of the Contract.

2.4. A supplier to whom any of the grounds for exclusion applies may provide information according to Article 46(3) and (10) of the LPP proving that he is applying rectification measures in this area. The supplier may not use the opportunity provided in Article 46 (10) of the LPP if he was removed from procurement or concession granting procedures by a court decision that has entered into effect, during a period specified in the court order.

***Relying on capacities of other economic operators***

2.5. The supplier may rely on capacities of other economic operators in order to meet qualifications requirements laid down in the procurement documents irrespective of the type of legal relationship with these economic operators.

2.6. If the procurement documents require certain educational attainment or professional qualifications (according to Article 51(7)(7) of the LPP) or professional experience, the supplier may rely on capacities of other economic operators only if these entities themselves will provide services/perform works that require the capacities possessed by them.

2.7. If the supplier is relying on capacities of other economic operators, he shall specify such operators in his tender and shall provide evidence of the availability of resources of the economic operators he relies on during performance of the Contract. Such evidence may include preliminary agreements or letters of intent, or equivalent documents proving that, in the event of award of the Contract, the supplier will have access to resources of other economic operators (a scanned document in electronic format shall be provided).

2.8. Where the supplier relies on capacities of other economic operators having regard to the requirements for economic and financial capacity laid down in the procurement documents, the Contracting Authority shall require that the supplier and such economic operators assume joint and several liability for the performance of the Contract.

***Documents proving compliance with the requirements for suppliers***

2.9. Documents supporting compliance with the requirements for suppliers are specified in Annex ‘Qualifications Requirements and Other Requirements‘ to Part A ‘Particular Conditions‘.

2.10. Where it is required in Part A ‘Particular Conditions‘ that the supplier must append to his tender a completed European Single Procurement Document (ESPD) according to Article 50 of the LPP, confirming that there are no grounds for his exclusion from the procurement on the grounds specified in the procurement documents and that the supplier meets the qualifications requirements specified therein:

2.10.1. the ESPD shall be completed after uploading it to <http://ebvpd.eviesiejipirkimai.lt/espd-web/> and shall be submitted together with the tender (the ESPD form is provided in the Annex to Part A ‘Particular Conditions‘);

2.10.2. where a joint tender is submitted by a group of economic operators acting under a joint venture (partnership) agreement, the supplier shall submit, together with his tender, the ESPD for each member of such group individually;

2.10.3. where the supplier has indicated in his tender that he intends to rely on capacities of other economic operators and hire them, the supplier shall submit, as part of his tender along with the supplier‘s ESPD, completed ESPDs for such economic operators, confirming that there are no grounds for their exclusion from the procurement on the grounds specified in the procurement documents and that they meet set qualifications requirements. Each economic operator whose capacities the supplier is relying on shall complete and sign a separate ESPD. The Contracting Authority shall not check the absence of grounds for exclusion for natural persons (specialists) on whom the supplier relies on according to Article 49 of the LPP and whom, in the event of award of the Contract, the supplier intends to hire (quasi-subsuppliers), and shall not request ESPDs for these persons;

2.10.4. Where Annex ‘Grounds for Exclusion of Suppliers‘ to Part A ‘Particular Conditions‘ (‘Qualifications Requirements and Other Requirements‘ document) states that the grounds for exclusion apply to all subsuppliers (also those whose capacities the supplier is not relying on in order to comply with the qualifications requirements), the supplier shall submit, together with his ESPD, the ESPDs for all the specified subsuppliers, confirming absence of the grounds for exclusion as stated in the procurement documents;

2.11. Where Part A ‘Particular Conditions‘ states that the Contracting Authority will require submission of documents related to absence of grounds for exclusion and/or qualifications requirements only from the supplier whose tender may be recognised as the winning tender according to the tender evaluation results, the Contracting Authority shall not evaluate such documents submitted together with the ESPD (only the documents of potential winner will be evaluated);

2.12. At any time during the procurement procedure, the Contracting Authority may request suppliers to submit all or part of documents proving absence of grounds for exclusion or compliance with qualifications requirements, if this is necessary in order to ensure proper carrying out of the procurement procedure;

2.13. Where the supplier is unable to submit the specified documents because such documents are not issued in the relevant country or documents issued in that country do not cover all relevant matters, an affidavit or an official supplier‘s declaration shall be submitted. The official declaration shall be certified by a competent legal or administrative body, notary or competent professional/trade organisation of the Member State or the country of the supplier‘s origin (scanned documents in electronic format shall be submitted);

2.14. The Contracting Authority shall have the right to request that documents issued in the country of a foreign supplier that prove the supplier‘s compliance with the qualifications requirements / absence of grounds for exclusion would be legalised in accordance with the Procedure for Legalising and Certifying Documents with Apostille approved by Resolution of the Government of the Republic of Lithuania No 1079 of 30 October 2006 and the Hague Convention Abolishing the Requirement of Legalisation for Foreign Public Documents of 5 October 1961, except in cases where a document is exempted from the legalisation and/or certification by Apostille according to international treatties signed by the Republic of Lithuania or European Union legal acts;

2.15. By submitting digital copies of relevant documents in electronic format, the supplier declares that the copies are true. The Contracting Authority shall reserve the right to request original copies of the documents;

2.16. The Contracting Authority shall not require that the supplier submits documents proving absence of grounds for exclusion or compliance with qualifications requirements if the Contracting Authority:

2.16.1. can get access to such documents or information directly by logging-in, free of charge, to the national database in any Member State or through CVP IS;

2.16.2. these documents are available to the Contracting Authority from previous procurement procedures.

2.17. Where the reserved right requirement has been set for the suppliers (the procurement is conducted according to Article 23 or Article 24 of the LPP), all the economic operators taking part in the procurement (suppliers, partners – parties to a joint venture agreement, and subsuppliers) must meet the requirements set in Article 23/Article 24 of the LPP, and shall submit supporting documents. By submitting his tender, the supplier declares that the persons referred to above meet the reserved right requirements, and the supplier whose tender has been recognised as the most economically advantageous tender shall provide the documents specified in Annex ‘Qualifications Requirements and Other Requirements‘ to Part A.

## PARTICIPATION OF A GROUP OF ECONOMIC OPERATORS AND OTHER ECONOMIC OPERATORS IN THE PROCUREMENT PROCEDURE

* 1. Where a group of economic operators takes part in the procurement procedure, such group shall submit a joint venture (partnership) agreement or a copy thereof. The agreement shall provide for ***joint and several liability*** of all parties to the agreement for performance of obligations to the Contracting Authority. The agreement shall also specify the person representing the group (with whom the Contracting Authority will communicate on matters arising during evaluation of the tenders and provide information thereon).

3.2. The Contracting Authority shall not require that in the case if the tender submitted by the group of economic operators is recognised as the best tender and the Contract is offered to the group, the group should acquire a certain legal form.

3.3. The supplier may hire other economic operators for compliance with the qualifications requirements and for the perfomance of the Contract, on whose capacities the supplier relies as specified in Section 2 above. The supplier shall specify the economic operators on whose capacities he relies in his tender (in the table in the Tender Form: ‘*Economic operators (including quasi-subsuppliers – natural persons that are intended to be employed in the event of award of the Contract) on whose capacities the supplier relies in order to comply with the qualifications requirements*‘). **Should the supplier fail to specify such economic operators, he shall not be allowed to hire them later.**

3.4. The supplier may hire subsuppliers for the performance of the Contract. The supplier shall specify in his tender what subsuppliers (if known) and for what part of the contract he intends to hire (the supplier shall specify subsuppliers on whose capacities he relies in the table referred to in p. 3.3 above; subsuppliers on whose capacities the supplier does not rely on in order to comply with the qualifications requirements shall be specified in the table in the Tender Form: ‘Specific activities intended to be transferred to subsuppliers/subproviders/subcontractors and names of these economic operators (if known)‘. Such specification shall not change the main supplier‘s liability for the performance of the Contract.

3.5. Where specialists indicated by the supplier are not his employees, they shall be deemed to be economic operators on whose capacities the supplier is relying (if they will be employed for the Contract – quasi-subsuppliers) or subsuppliers, and shall be specified in the tender accordingly.

## TERM FOR THE SUBMISSION OF TENDERS

4.1. The timing of the procurement procedures shall be specified Lithuanian time.

4.2. The time limit for the submission of tenders is specified in the Notice of Procurement and CVP IS. **The suppliers shall submit their tenders by the end of the term for the submission of tenders.**

4.3. CPO LT shall have the right to extend the time limit for the submission of tenders. The new time limit shall be announced by CPO LT by updating the Notice of Procurement and by informing all the suppliers that have registered for the procurement via CVP IS.

4.4. CPO LT shall not be liable for any disruptions in CVP IS managed by the Public Procurement Office or any other unforeseen cases when tenders were not received or received late. Therefore, it is recommended that suppliers should prepare their tenders in such a way that sufficient time is left to submit them duly and properly. The suppliers should contact the administrator of CVP IS directly on any matters related to the use, operation and functionalities of CVP IS.

4.5. Late tenders shall not be opened and shall not be evaluated.

## TENDER SECURITY

5.1. This section applies in the case where the supplier is required to submit a tender security (the ‘Tender Security‘) according to Part A ‘Particular Conditions‘. To secure validity of the tender, the supplier shall submit a letter of guarantee issued by a bank registered in the Republic of Lithuania or abroad, a guarantee issued by a credit union, or a surety bond issued by an insurance company (together with an insurance policy containing a reference to the rules according to which the terms of insurance were set, and a copy of payment order proving payment of the security amount) meeting the requirements set out in this section. The amount of the Tender Security may be paid by transferring a deposit of the specified amount to the account of the Contracting Authority/Authorising Institution if this is provided for in Part A ‘Particular Conditions‘. In such a case the supplier shall submit a copy of the payment order together with the tender via CVP IS by the end of the term for the submission of tenders.

5.2. The Tender Security shall be in the electronic format, attested by a qualified electronic signature of a person authorised by the issuing organisation, and included in the tender submitted via CVP IS. If the supplier is unable to submit the Tender Security (original) electronically via CVP IS, such document shall be presented in a hardcopy format (in an envelope) by the end of the term for the submission of tenders to the address of the Contracting Authority, with a copy included in the tender.

5.3. The Tender Security shall be issued in any country of the supplier‘s choice. If the issuing organisation is outside of the Republic of Lithuania, the supplier shall make sure that the latter is acceptable to the Contracting Authority. Prior to submitting the Tender Security, the supplier may request that the Contracting Authority confirms the acceptability of the Tender Security. In such a case, the Contracting Authority shall reply to the supplier no later than within 3 working days after receipt of the request. Such confirmation shall not prevent the Contracting Authority from rejecting the Tender Security after receiving information that the organisation that had secured the tender validity or performance of the Contract has become insolvent or has failed to perform obligations to the Contracting Authority or other entities, or has performed them improperly.

5.4. The Tender Security issued to the Contracting Authority (or the Authorising Institution if the procurement is conducted by authorisation) for the entire amount requested.

5.5. Pasiūlymo galiojimo užtikrinime turi būti numatyta, kad užtikrinimo suma turi būti išmokama perkančiajai organizacijai (Įgaliojusiai organizacijai) ne vėliau, kaip per 15 (penkiolika) kalendorinių dienų nuo pirmo raštiško perkančiosios organizacijos (Įgaliojusios organizacijos) pranešimo užtikrintojui. Tiekėjas netenka pasiūlymo galiojimo užtikrinimo esant bent vienai šių sąlygų: The Tender Security shall state that the amount of security shall be paid to the Contracting Authority (Authorising Institution) no later than within 15 (fifteen) calendar days after the first demand sent by the Contracting Authority (Authorising Institution) to the issuing organisation. The supplier shall forfeit the Tender Security is at least one of the following conditions is fulfilled:

5.5.1. tiekėjas atsisako savo pasiūlymo arba jo dalies (pasiūlyme nurodyto pirkimo objekto, jo kiekio (apimties), siūlomų kainų, tiekimo ar mokėjimo terminų, kitų pasiūlyme nurodytų sąlygų), nors pasiūlymo galiojimo terminas dar nebus pasibaigęs; the supplier has renounced his tender or any part thereof (the object of procurement specified in the tender, its quantity (volume), prices quoted, supply or payment terms, or other conditions set in the tender) within the tender validity period;

5.5.2. tiekėjas, perkančiajai organizacijai paprašius, netikslina ar nepateikia trūkstamų duomenų ar dokumentų apie atitiktį pirkimo dokumentų reikalavimams, nepatikslina PVM pagal perkančiosios organizacijos prašymą; the supplier has failed, at the Contracting Authority‘s request, to update information on compliance with the procurement documents or to submit missing data or documents, or to provide VAT information as requested by the Contracting Authority;

5.5.3. the supplier has failed to justify the unusually low price at the Contracting Authority‘s request;

5.5.4. after the Contracting Authority recognises that the supplier has submitted the most economically advantageous tender and requests the supplier to provide relevant documents proving absence of grounds for exclusion and compliance with the qualifications requirements and the requirements of the quality management system and/or environmental management system standards (where applicable), the supplier fails to provide the relevant documents proving qualifications;

5.5.5. where an electronic auction is held – the supplier has failed to log-in for the procurement involving the conduct of electronic auction procedures, and has failed to submit a bid for the auction as stated in Section 7 of Part A ‘Particular Conditions‘, or, having regard to the final tender price quoted during the auction, the supplier has failed to provide new rates (where the procurement object consists of components);

5.5.6. the winning supplier has refused to sign the Contract in the form of the Draft Contract included in the procurement documents. If the supplier fails to sign the Contract within the time limit set by the Contracting Authority (or the Authorising Institution), it shall be deemed that the supplier has refused to conclude the Contract;

5.5.7. the winning supplier has failed to provide a performance security (or to pay the deposit, where applicable).

5.6. The Tender Security shall contain a statement to the effect that the organisation issuing the Tender Security does not have the right to requst that the Contracting Authority (or the Authorising Institution) justifies its demand. The Contracting Authority (or the Authorising Institution) shall indicate in its notice to the issuing organisation the specific circumstance from the above list on the ground of which the amount of the Tender Security is payable to the Contracting Authority (or the Authorising Institution).

5.7. The term of validity of the Tender Security shall be equal to the term of validity of the tender. The Contracting Authority may request, prior to the end of the term of validity of the tender, that the suppliers should extend the term of validity until a specified date.

5.8. The Tender Security shall be released (or the right to it shall be renounced) on receipt of the supplier‘s written request, after the winning supplier signs the Contract and submits the performance security (if requested according to the terms of the Contract).

## SUBMITTING, SIGNING AND MODIFICATION OF TENDERS

6.1. By submitting his tender, the supplier agrees to the conditions laid down in the procurement documents. All information in the tender must be true.

6.2. Tenders shall be submitted only electronically via CVP IS at the address <https://pirkimai.eviesiejipirkimai.lt/>. Tenders submitted in hardcopy format or not electronically via CVP IS shall not be accepted and evaluated, shall be deemed not received (not treated as tenders), and shall be returned to the supplier (courier) or by registered letter where possible, and the submitting suppliers shall not be deemed to be tenderers, or the tenders shall be rejected.

**6.3. Only suppliers registered with CVP IS** ([https://pirkimai.eviesiejipirkimai.lt/) may submit tenders electronically. Registration with CVP IS is vfree of charge.](https://pirkimai.eviesiejipirkimai.lt/)%20may%20submit%20tenders%20electronically.%20Registration%20with%20CVP%20IS%20is%20vfree%20of%20charge.)

6.4. All documents shall be submitted electronically, i. e. generated directly by electronic means (e. g. ESPD etc.), or copies of documents (certificates, the supplier‘s declaration etc.) shall be submitted. All the documents or copies thereof shall be submitted in universal non-discriminating data file formats (e. g. doc, docx, pdf, xls, xlsx, jpg etc.).

6.5. The Contracting Authority shall not require that the tenders be signed with a secure electronic signature attested by a qualified certificate.

6.6. By submitting copies of documents, suppliers confirm that the copies are true.

6.7. A supplier may submit only one tender (if Part A ‘Particular Conditions‘ states that the procurement object is divided into lots, then the supplier may only submit one tender per lot) either individually or as a member of a group of economic operators. If a supplier submits more than one tender (as an independent entity; as an independent entity and a member of a group of economic operators; a member of a group of economic operators in more than one tender), all such tenders shall be rejected.

6.8. Part A ‘Particular Conditions‘ states whether suppliers are allowed to submit alternative tenders.

6.9. The supplier **shall specify** in his tender whether the tender contains confidential information and what information is designated as confidential. The supplier may not designate the whole tender as confidential. Confidential information shall include (but shall not be limited to) trade/industrial secrets and confidential aspects of the tender. Information specified in Article 20(2) of the LPP may not be designated as confidential. By submitting his tender, the supplier agrees that confidential information shall not include the name of the supplier and (where goods are being procured) manufacturer, model, description (technical specifications) and samples of the goods. The Contracting Authority, the Commission and its members or experts, and other persons shall not disclose any information received from the supplier that the supplier has designated as confidential. If the supplier has not specified any information as confidential, it shall be deemed that there is no confidential information in his tender. The Commission shall act in accordance with Article 20 of the LPP in determining and evaluating confidentiality of information in the supplier‘s tender.

6.10. The supplier may withdraw and/or modify his tender (via CVP IS) prior to the end of the term for the submission of tenders. In order to withdraw or modify the tender, the supplier shall select ‘Withdraw Tender‘ in the tender window of CVP IS.

6.11. The tender shall be prepared in the Lithuanian language. If documents to be included in the tender cannot be prepared in the Lithuanian language, such documents shall be submitted in the original language accompanied by a translation into Lithuania. Such documents as the specialists‘ diploma, certificates or other documents proving educational attainment or qualifications and documents proving compliance with technical specifications – such as manufacturer‘s descriptions, brochures etc., documents proving compliance with the quality management system and/or environmental management system standards, certificates issued by authorities, registers and information systems on a foreign supplier and other documents may be submitted in English if this is stated in Part A ‘Particular Conditions‘ of the procurement documents. The organisation conducting the procurement shall reserve the right to request translations into Lithuanian if questions arise regarding compliance of the said documents presented in English. Communication between suppliers and CPO LT shall take place in Lithuanian as well.

6.12. Where the documents submitted together with the tender are in a language other than Lithuanian or English (in the cases referred to in p. 6.11 above), accurate translations of such documents into Lithuanian shall be submitted, attested by the translator‘s signature and the translation company‘s seal (if available), or the supplier‘s or his authorised person‘s signature and seal (if available). Costs of preparation of the tender shall be paid by the supplier.

6.13. CPO LT shall reserve the right to request submission of original copies of the documents included in the tender.

## TENDER PRICE

7.1. Prices in the tender shall be quoted in euros, and shall be expressed and calculated as required by the procurement documents. Determination of the tender price shall take account of the full specified scope of the procurement object, all price components, technical specifications etc.

7.2. Value added tax (VAT) shall be specified separately. In cases where the supplier is not liable to pay VAT according to the law, the Contracting Authority shall have the right to request the supplier to specify reasons for not paying VAT. The supplier shall consider whether it is possible that he would become liable to pay VAT during performance of the Contract. The supplier shall specify VAT in his tender if it is possible that he will become liable to pay VAT. In the case if the Contracting Authority (the Authorising Institution) is liable to pay VAT on the procured object to the state budget in accordance with the tax laws and regulations, such tax shall be included in the tender price and specified in the tender. If the supplier has not specified VAT, or has specified incorrect VAT, the Contracting Authority shall request him to update the tender without changing the tender price exclusive of VAT (if the VAT must be paid by the Contracting Authority (the Authorising Institution), the Contracting Authority must include VAT itself for comparison purposes). A foreign supplier may check the VAT payer status of the Contracting Authority (the Authorising Institution) on the website of the State Tax Inspectorate under the Ministry of Finance of the Republic of Lithuania (<https://www.vmi.lt/evmi/mokesciu-moketoju-informacija>) or by contacting the Contracting Authority.

7.3. The offered price shall include all taxes, charges and costs required for proper performance of the Contract. Suppliers submitting their tenders shall take account of potential risks and market price fluctuations throughout the term of performance of contractual obligations.

## 

## ENCRYPTION OF TENDERS

8.1. The tender submitted by the supplier (in its entirety, or just the price offer) may be encrypted. If the supplier decides to submit an encrypted tender, the supplier shall:

8.1.1. submit the encrypted tender by the end of the term for the submission of tenders via CVP IS. Instructions for submitting an encrypted tender are provided on <http://vpt.lrv.lt/uploads/vpt/documents/files/uzssisfravimo%20instrukcija(1).pdf>, and the rules setting out requirements for tender encryption are published on <https://e-seimas.lrs.lt/portal/legalAct/lt/TAD/3c23c6a0ecdb11e7a5cea258c39305f6?jfwid=11dyhel5by> (*Note*: the link is to Version 1 of the rules. The supplier shall use, for the purposes of encryption of his tender, **the version of the rules in effect at the time of submission of the tender**. The Contracting Authority shall not be obliged to update the link in the event of annulment of the legal act establishing encryption instructions and adoption of a new legal act – a careful supplier shall find the current version of the rules on the website of the Public Procurement Office or in the registers of legal acts.);

8.1.2. Submit, by the start of the procedure (meeting) for familiarisation with tenders, a password via CVP IS by means of which CPO LT will be able to decrypt the tender. In the event of technical problems with CVP IS, where the supplier is unable to submit the password via CVP IS, the supplier shall submit the password by other means: either using CPO LT‘s official email address or in writing. In such a case the supplier shall be proactive and make sure that the password has reached the addressee without delay (e. g. by calling the Contracting Authority on its official telephone number and/or by other methods).

8.2. Should the supplier fail to provide the password or provide an incorrect password (due to his own fault), as result of which the Contracting Authority is unable to decipher the tender, or for other reasons beyond control of the Contracting Authority, the Contracting Authority shall evaluate the tenders as follows:

8.2.1. if the Contracting Authority was not able to open and evaluate any documents submitted by the supplier – the tender shall be deemed to be not submitted and shall not be evaluated;

8.2.2. if part of the tender documents have already been evaluated or can be opened and evaluated – the Contracting Authority shall reject the supplier‘s tender as a tender not compliant with the procurement documents (the supplier has not quoted his tender price).

8.3. In any case, the supplier himself shall decide on whether the tender should be encrypted and by what means, and shall assume full liability therefor.

## CLARIFICATIONS OF PROCUREMENT DOCUMENTS

9.1. The procurement documents may be clarified or updated on the supplier‘s initiative by applying to CPO LT via CVP IS. Requests for clarification may be submitted to CPO LT via CVP IS no later than 9 days prior to the end of the term for the submission of tenders (in the case of accelerated procurement procedure – 6 days). The suppliers should be proactive and put questions or make requests for clarification immediately after analysing them as they will not be allowed to modify content of the tender on expiry of the term for the submission of tenders.

9.2. CPO LT, in replying to each request for clarification of the procurement conditions submitted via CVP IS, provided that the request was timely submitted, or in providing clarifications and updates on its own initiative, shall publish its replies on CVP IS and send them to all the suppliers registered for the procurement, no later than 6 days prior to the end of the term for the submission of tenders (in the case of accelerated procurement procedure – 4 days). In replying to the supplier, CPO LT shall send the explanations also to all other suppliers registered for the procurement, without specifying the supplier that made the request for clarification.

9.3. CPO LT shall have the right, by the end of the term for the submission of tenders, to provide clarifications and updates on its own initiative according to the requirements set out in the procurement documents. All clarifications and updates of the procurement documents shall be published on CVP IS, and all the suppliers that have registered for the procurement shall be notified.

9.4. In the case if the information published in the procurement notices requires updating, CPO LT shall update the Notice of Procurement and extend, if necessary, the time limit for submission of tenders by a reasonable period during which the suppliers can take the updates into consideration while preparing their tenders. If, on clarifying/updating the procurement documents, CPO LT is unable to provide them in a way that enables all the suppliers to receive them no later than 6 days prior to the end of the term for the submission of tenders (in the case of accelerated procurement procedure – 4 days), the deadline for submission shall be extended for a period during which the suppliers can take the updates into consideration while preparing their tenders.

9.5. Extension of the time limit for submission of tenders shall be notified by updating the Notice of Procurement. Notices of the extension shall also be published on CVP IS and sent to all the suppliers who have registered for the procurement.

9.6. All clarifications and updates of the procurement documents provided by CPO LT shall form an integral part of the procurement documents and shall have precedence over previous provisions thereof.

9.7. Information on whether accelerated procedures and shorter time limits as stated above apply is specified in the General Provisions of Part A ‘Particular Conditions‘.

9.8. Should the essential conditions of the Procurement be changed during procurement procedures (requirements or the Technical Specifications are changed in a way that results in a larger number of suppliers eligible for participation in the Procurement; a change in the type of contract; a change in the procurement object), the Procurement shall be terminated, i. e. the entity implementing the Procurement cannot make changes that would lead to a larger number of participating suppliers.

## CLARIFICATION MEETING WITH SUPPLIERS

10.1. By decision of the Commission, a meeting for clarification of the Procurement documents may be held (the ‘Clarification Meeting‘). The suppliers shall be informed about the date, time and place of the Clarification Meeting via CVP IS where the suppliers that have registered for the Procurement can view the information. The suppliers may enquire, via CVP IS, about whether the Clarification Meeting will be held.

10.2. During the Clarification Meeting, if held, answers shall be provided to the supplier‘s questions. Minutes of the Clarification Meeting shall be taken. An extract from the minutes shall be published on CVP IS together with other procurement documents.

10.3. All costs of attendance of the Clarification Meeting (if held live) shall be paid by the suppliers.

## FAMILIARISATION WITH TENDERS

11.1. The Commission shall familiarise itself on CVP IS with the tenders submitted via CVP IS. The familiarisation procedure shall start on the date specified in the Notice of Procurement.

11.2. Where tenders are submitted in two envelopes:

11.2.1. the Commission shall familiarise itself with the tenders submitted in two envelopes via CVP IS separately. First of all the technical part of the tender shall be reviewed, and thereafter the price part of the tender according to p. 11.2.2 of this section;

11.2.2. the price part of the tender shall be reviewed only after the Commission has checked whether the technical information in the tenders and the suppliers meet the requirements set in the procurement documents. If the Commission rejects a supplier‘s tender after checking and evaluating the information in the first part, the remaining part of the tender shall not be evaluated and it shall be stored together with other documents submitted by the supplier according to Article 97 of the LPP;

11.3. Suppliers and representatives thereof shall not take part in the procedure for familiarisation with the tenders received via CVP IS.

## EXAMINATION OF TENDERS AND REASONS FOR REJECTION

12.1. Tenders submitted for the Procurement shall be examined and evaluated by the Commission. Examination, evaluation and comparison of tenders shall be confidential, without participation of the suppliers and representatives thereof.

***Course of the procurement procedure***

12.2. *Where the Requirements for Suppliers have been set and documents proving compliance therewith are requested from potential winner only, the Contracting Authority shall:*

12.2.1 check whether the tender meets the submission requirements;

12.2.2. determine whether the tender meets the requirements for suppliers based on ESPD;

12.2.3. determine whether the tender meets the requirements laid down in the procurement documents;

12.2.4. requests the suppliers to justify the price of goods, services and works or components thereof as quoted in the tender, or costs if the price/costs seem to be unusually low;

12.2.5. on examination and evaluation of the tenders, rank the tenders according to set evaluation criteria (where applicable);

12.2.6. request the potential winner to submit documents proving compliance with the requirements for suppliers or other documents (where applicable);

12.2.7. determine the winning tender.

12.3. *Where no Requirements for Suppliers have been set (in exceptional cases), the Contracting Authority shall:*

12.3.1. check whether the tender meets the submission requirements;

12.3.2. determine whether the tender meets the requirements laid down in the procurement documents;

12.3.3. requests the suppliers to justify the price of goods, services and works or components thereof as quoted in the tender, or costs if the price/costs seem to be unusually low;

12.3.4. request the potential winner to submit documents proving compliance with the procurement documents/legal acts in terms of national security or restrictive measures (where applicable);

12.3.5. on examination and evaluation of the tenders, rank the tenders according to set evaluation criteria (where applicable) and the winning tender.

12.4. *Where the Requirements for Suppliers have been set and all documents proving compliance must be submitted with the tender (in exceptional cases), the Contracting Authority shall:*

12.4.1. check whether the tender meets the submission requirements,

12.4.2. determine whether the tender meets the requirements for suppliers;

12.4.3. determine whether the tender meets the requirements laid down in the procurement documents;

12.4.4. request the suppliers to justify the price of goods, services and works or components thereof as quoted in the tender, or costs if the price/costs seem to be unusually low;

12.4.5. on examination and evaluation of the tenders, rank the tenders according to set evaluation criteria (where applicable) and the winning tender.

12.5. The Contracting Authority may opt not to observe the sequence of procurement procedures set in p. 12.2 and evaluate, first of all, the tenders submitted, after which a check shall be made whether there are any grounds for exclusion of the supplier that has submitted the most economically advantageous tender, whether his qualifications meet set requirements, and whether he complies with the quality management system and/or environmental management system standards (where applicable).

***Examination of tenders***

12.6. The Commission shall examine and evaluate:

12.6.1. The information provided in the ESPD and shall notify the result in writing no later than within 3 working days. Should it be established, during the evaluation, that the supplier does not meet the Requirements for Suppliers (except if the supplier has indicated that rectification measures are being applied according to Article 46(3) and (10) due to existence of a ground for exclusion), the Commission shall inform the supplier about rejection of his tender, and evaluation of such tender shall be discontinued;

12.6.2. whether the supplier (or only the potential winner, as the case may be) meets the Requirements for Suppliers;

12.6.3. whether the tender complies with the requirements set out in the procurement documents;

12.6.4. whether the quoted prices are not too high and are acceptable to the Contracting Authority. It shall be deemed that a price is too high if it exceeds the amount (budget) specified in Part A ‘Particular Conditions‘, and if no such amount is stated in the procurement documents – funds specified and fixed in other (unpublished) documents prior to the Procurement, which may be changed if it is not specified in the procurement documents, the price quoted in the most economically advantageous tender is acceptable to the Contracting Authority, and the Contracting Authority can justify the acceptability of such price as well as its compatibility with the value for money principle);

12.6.5. whether unusually low prices have been quoted. The price for goods, services or works quoted in the supplier‘s tender shall be deemed to be unusually low in all cases if it is lower by 30% or more than the arithmetic average of the prices/costs of all the suppliers whose tenders have not been rejected for other reasons and whose prices do not exceed the amount of funds specified and fixed in the documents prepared by the Contracting Authority prior to the Procurement. Where an unusually low price is quoted in the tender, the Commission shall request the supplier via CVP IS in writing to detail the price including its components and calculations.

12.7. If the supplier has provided inaccurate, incomplete or untrue information or documents on compliance with the procurement documents, or such information/documents are missing, the Commission may, without violating the principles of equality and transparency, to request the supplier to update, supplement or explain such information within a reasonable time limit set by the Contracting Authority. Tenders shall be updated, supplemented or explained according to the Rules for Updating, Supplementing and Explaining Tenders issued by the Public Procurement Office.

12.8. Where it is stated in Part A ‘Particular Conditions‘ or annexes thereto, at a specific parameter or requirement or a group thereof, that the supplier‘s failure to submit a document proving compliance together with the tender will result in the rejection of the tender, in such a case the tender shall be rejected immediately if the supplier has failed to submit such document, and the supplier shall not be requested to rectify the deficiency. **The suppliers shall carefully and attentively assess what documents are requested to be submitted together with the tender and what are the consequences of the failure to submit having regard to this p. 12.8 and p. 12.7 as well as the grounds for rejection listed in p. 12.10.**

12.9. The Commission may opt not to evaluate the entire tender if it has established, on checking part of it, that the tender must be rejected according to the LPP. However, the tender may not be rejected because the price quoted in it exceeds the funds allotted for the Procurement if the most economically advantageous tender is being selected on the basis of the price (cost)/quality ratio, and the Contracting Authority has not specified the allocated amount in Part A ‘Particular Conditions‘, except in cases where all the tenders received have been rejected. If the Contracting Authority intends to make use of the negotiated procedure clause established in Article 63(1)(2) of the LPP, which allows not to repeat the notice of procurement, the provision of this p. 12.9 shall not apply.

***Rejection of tenders***

12.10. A tender shall be rejected if:

12.10.1. the supplier submitted the tender by means other than CVP IS means;

12.10.2. the supplier that has submitted the tender is removed from the Procurement due to presence of a ground for exclusion, or the supplier has submitted inaccurate, incomplete or untrue information or documents on the absence of grounds for exclusion or did not submit such information at all, and has not submitted/updated information or documents at the Commission‘s request; also, where position of an economic operator hired by the supplier, on whose capacities the supplier is relying, or another subsupplier (provided that the grounds for exclusion apply to all subsuppliers) is such that a set ground for exclusion applies, and the supplier has failed to replace the relevant subsupplier, on the Contracting Authority‘s instruction, with a subsupplier that is not subject to exclusion on the specified grounds. In deciding on exclusion of the supplier from the Procurement on the grounds specified in Article 46(4) and (6) of the LPP, the Contracting Authority shall take account whether, in terms of the supplier‘s reliability, the exclusion is proportionate to the supplier‘s conduct; in the case of Article 46(4)(7)(c) – whether application of this ground for exclusion could lead to restriction of competition. In deciding on exclusion of the supplier from the Procurement on the grounds specified in Article 46(4) and (6) of the LPP, the Contracting Authority may take account of information published according to Articles 52 and 91 of the LPP. The Contracting Authority shall exclude the supplier from the Procurement on the grounds specified in Article 46(4) and (6) of the LPP also in the case if it has convincing evidence that the supplier was established or is taking part in the Procurement on behalf of another person in order to avoid application of the grounds specified in Article 46(4) and (6) of the LPP;

12.10.3. the supplier that has submitted the tender does not meet set qualifications requirements or the supplier has provided inaccurate, incomplete or untrue information or documents on compliance with the qualifications requirements, or did not provide such documents, and has failed to submit/update such information/documents at the Commission‘s request;

12.10.4. the tender does not meet the requirements set out in the Technical Specifications and other procurement documents including but not limited to cases where:

12.10.4.1. tenders are evaluated on the basis of the price (cost)/quality ratio, with quality criteria evaluated by expert method but the supplier has submitted his tender in such a way that the financial content of the tender is disclosed during the first part of familiarisation with tenders;

12.10.4.2. the supplier has failed to extend the tender validity term and/or has not provided a new Tender Security, where applicable;

12.10.4.3. the supplier has encrypted the document specifying the tender price and/or costs, and has failed to submit, prior to the start of the procedure (meeting) for familiarisation with the relevant part of the tender, the password (due to his own fault), or has provided an incorrect password by means of which the Contracting Authority was unable to decipher the tender;

12.10.5. the supplier submitted inaccurate, incomplete or untrue documents or information on compliance with the procurement documents, or failed to submit such documents/information, and has failed to submit/update them at the Contracting Authority‘s request;

12.10.6. the supplier has failed to correct, within the time limit set by the Commission, arithmetic mistakes and/or failed to explain the tender or update the VAT information;

12.10.7. the quoted price is too high and unacceptable to the Contracting Authority;

12.10.8. an unusually low price was quoted and the supplier has failed to submit, at the Commission‘s request, evidence justifying such low price;

12.10.9. the supplier has provided untrue information about compliance with set requirements, which the Contracting Authority can prove by any legitimate means;

12.10.10. the supplier or his tender not meet the requirements laid down in the procurement documents or the requirements directly applied by the Contracting Authority according to the laws or regulations of the Council of the European Union or other regulations related to national security and/or restrictive measures (sanctions) applied to certain states.

12.11. The Contracting Authority shall exclude the supplier from the procurement procedure in any phase of the procurement if it transpires that, due to his actions or omissions prior to or during the procurement he can be excluded on any of the grounds set in the procurement documents.

12.12. The Contracting Authority shall not exclude a supplier not meeting set requirements in the circumstances referred to in Article 46(3) and (10) of the LPP.

12.13. Where Part A ‘Particular Conditions‘ establishes that the grounds for exclusion of suppliers or qualifications requirements do not apply and submission of ESPD is not requested, provisions of this Section regarding such grounds and requirements as well as ESPD checking shall not apply.

## EVALUATION AND RANKING OF TENDERS. DETERMINATION OF WINNING TENDER

13.1. The most economically advantageous tender shall be the tender in which lowest price/costs are quoted or, where the price (costs) / quality criterion is applied in the evaluation, the tender that has received the highest score. The tender evaluation criteria are listed in Part A ‘Particular Conditions’.

13.2. Where prices are quoted in the tenders in foreign currencies, they shall be recalculated into euros according to the indicative euro/foreign currency exchange rate published by the European Central Bank (ECB), and in cases where no such rates are published by the ECB – according to the indicative euro/foreign currency exchange rate set and published by the Bank of Lithuania as of the last day of the term for the submission of tenders.

13.3. Tender prices shall be evaluated and compared inclusive of all taxes including VAT (unless Part A of the procurement documents states otherwise).

13.4. On examination, evaluation and comparison of the tenders, the Commission shall rank them (except in cases where only one supplier has submitted his tender or only one supplier remains after the evaluation) and shall request the potential winner to provide documents proving absence of grounds for exclusion and compliance with qualifications requirements (unless they were requested together with the tenders) and other documents proving compliance with the requirements directly applied by the Contracting Authority according to the laws or regulations of the Council of the European Union or other regulations related to national security and/or restrictive measures (sanctions) applied to certain states (where applicable), examine such documents and, on recognising that no grounds for exclusion apply to the potential winner and that he complies with set requirements, the Commission shall approve the winner. If the price quoted in the most economically advantageous tender exceeds the funds allotted for the Procurement by the Contracting Authority prior to starting the procurement procedure, and the Contracting Authority has not specified the amount allocated for the Procurement in the procurement documents, no other tenders in the ranking may be recognised as winners.

13.5. The tenders shall be ranked in the order of descending economic advantageousness (where the price or costs criterion is applied – in the order of increasing price or costs).

13.6. The Commission shall notify the results of the Procurement to the suppliers via CVP IS within 3 (three) working days after determination of the winning tender, informing them about the decision on award of the Contract and specifying:

13.6.1. the ranking of tenders, the winning tender, and the accurate deferral term for the conclusion of the Contract (where applicable);

13.6.2. the reasons for rejection – to the suppliers whose tenders were rejected.

13.7. If a decision not to conclude the Contract is taken, the said notice shall specify the reasons for such decision.

13.8. The supplier shall be informed about rejection of his tender and the reasons therefor via CVP IS.

13.9. Interested tenderers may request the Contracting Authority, in the period from the date of notifying the decision on the winning tender to the tenderers until the end of the deferral period, to present the winning tender (if it was not presented together with the information referred to in p. 13.6 above). In such a case the term set in Article 102(1) of the LPP and the deferral term shall be extended for an additional period, the counting of which shall start from the date when the Contracting Authority received the interested tenderer‘s request to present the winning tender and shall end on the date of provision of the winning tender to such tenderer. If the winning tender is presented on the day of the request, the term set in Article 102(1) of the LPP and the deferral term shall be extended for one business day.

## TERMINATION OF PROCUREMENT procedURE

14.1. CPO LT shall have the right to terminate the procurement procedure at any time prior to the conclusion of the Contract if unforeseen circumstances arise or essential errors were made in the procurement documents, due to which the procurement becomes not purposeful or carrying out of the procurement would result in the Contracting Authority‘s purchase of an object of procurement that the Contracting Authority (Authorising Institution) does not need, and CPO LT shall be obliged to do so if the principles laid down in Article 17(1) of the LPP were violated and the situation cannot be rectified.

## TERMS AND CONDITIONS OF CONTRACT

15.1. The Contracting Authority shall conclude the Contract with the winning supplier on the basis of the Draft Contract included in the procurement documents.

15.2. The Contract shall be concluded immediately but no earlier than on expiry of the 10-day deferral period counted from the day of sending the notice of decision on the winning tender to the candidates and tenderers by CPO LT. This provision shall not apply if there is only one interested tenderer with whom the Contract is concluded, and there are no interested candidates.

15.3. If the supplier whose tender has been recognised as the winning tender fails to sign and return the Contract, refuses in writing to conclude it or to conclude it on the terms and conditions set in the procurement documents, withdraws his tender after the procedure for familiarisation with tenders has started, it shall be deemed that such supplier has renounced the Contract. In such a case, or if the supplier has failed to provide the Performance Security (where applicable) within the time limit set by the Contracting Authority, or to fulfil other conditions set for the Contract‘s entering into effect as stipulated therein, the Contracting Authority shall offer the Contract to the supplier whose tender according to the ranking is first after the supplier that has renounced the Contract or failed to submit the Performance Security or to fulfil other conditions for the entry into effect of the Contract, provided that Article 45(1) of the LPP is complied with.

15.4. While concluding the Contract, the tender price/costs quoted by the winning tender or other terms (in the event of an auction – the final auction bidding price or other terms) and the conditions of procurement laid down in the procurement documents shall not be changed. If the Contracting Authority is liable to pay VAT on the procurement object to the state budget according to tax laws and regulations, the VAT included in the tender price/costs shall be deducted at conclusion of the Contract. If the price and/or costs are quoted in the tender in a currency other than euro, the price and/or costs shall be specified in the Contract upon recalculation into euros according to the indicative euro/foreign currency exchange rate published by the European Central Bank (ECB), and in cases where no such rates are published by the ECB – according to the indicative euro/foreign currency exchange rate set and published by the Bank of Lithuania as of the day of submission of tenders.

15.5. The Contracting Authority may decide not to conclude the Contract with the supplier that has submitted the most economically advantageous tender if it transpires that the tender does not meet the environmental protection and social and labour law commitments referred to in Article 17(2)(2) of the LPP.

## RESOLUTION OF DISPUTES

16.1. Any supplier who believes that CPO LT has failed to comply with the LPP and thus has violated or will violate his legitimate interests shall have the right to make a claim to CPO LT, prior to conclusion of the Contract, concerning actions or decisions of CPO LT. The claim shall be submitted electronically. A dispute resolution procedure is set out in Section VII of the LPP.

16.2. CPO LT shall only consider the claims of suppliers that are received prior to the date of conclusion of the Contract and are submitted within the time limits set in Article 102(1) of the LPP.

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