



General Conditions of Public Procurement Open Tender

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1. Terms and abbreviations

- 1.1. **CC** – civile code of the Republic of Lithuania.
- 1.2. **IS** – websites where the tender announcement is published: www.esinvesticijos.lt, www.auraplus.eu.
- 1.3. **Participant** – the supplier who submitted the proposal.
- 1.4. **ESPD** – the European Single Procurement Document, a relevant declaration replacing the documents issued by the competent authorities and preliminarily confirming that the supplier and economic entities whose capacities he relies on in accordance with Article 49 of PPL (in cases of application of the provisions of Article 88, Paragraph 5 of the PPL and sub-suppliers) comply with the procurement documents in accordance with the PPL the requirements set forth in Articles 46, 47, 48 and, if applicable, the requirements set forth in Article 54 regarding compliance with the standards of the quality management system and/or environmental protection management system, the form of which is available on the website <http://ebvpd.eviesiejpirkimai.lt/espd-web/>.
- 1.5. **Commission** – public procurement commission.
- 1.6. **Procuring organization** - the procuring organization specified in the special procurement conditions.
- 1.7. **Procurement** – public procurement is carried out by the procuring organization.
- 1.8. **VAT** – value added tax.
- 1.9. **Regulations** - Council Regulation (EU) 2022/576 of 2022 April 8 amending Regulation (EU) No. 833/2014 on restrictive measures in view of Russia's actions destabilizing the situation in Ukraine.
- 1.10. **Announcement** – purchase announcement.
- 1.11. **Sub-supplier** - sub-supplier, sub-provider, sub-agreementor, natural or legal person who will actually perform the expected conclusion of the agreement or part of it and whose qualifications the supplier does not rely on in accordance with Article 49 of the PPL to meet the qualification requirements. Subsuppliers are not considered natural and legal persons who only perform agreementual obligations to the supplier, but will not actually perform the expected agreement or part of it.
- 1.12. **Agreement** – public procurement sale and purchase agreement.
- 1.13. **Supplier** - economic entity - a natural person, private or public legal entity, other organization and their division or a group of such persons, including temporary associations of economic entities that offer to perform work, supply goods or provide services on the market.
- 1.14. **Economic entity, whose capacity is relied upon** - a natural or legal person, whose capacity the supplier relies on in accordance with Article 49 of the PPL to meet the qualification requirements. Natural and legal persons who only fulfill agreementual obligations to the supplier, but the supplier does not rely on their capabilities, in accordance with Article 49 of the Civil Code, in order to meet the qualification requirements set by the procuring organization, are not considered economic entities whose capabilities are relied upon.
- 1.15. **PPL** – Public Procurement Law of the Republic of Lithuania.
- 1.16. **Quasi-supplier** - a specialist whose qualifications the supplier relies on, and who, at the time of submission of the offer, is not yet an employee of the supplier, an economic entity whose capabilities the supplier relies on, but is intended to be employed if the offer is recognized as the winner.
- 1.17. Other terms used in the procurement documents correspond to the terms used by the PPL.

2. General conditions

2.1. The procuring organization invites suppliers to participate in the procurement, which is carried out through an open tender, in order to acquire the procurement object, the technical

specification of which is given in Appendix 2 of the special procurement conditions. The procurement is carried out as part of the Norwegian Financial Mechanisms project "Increasing the competitiveness of JSC „Ausné" by implementing green smart technologies in production and creating an innovative AURAVITA product" No. LT07-1-EIM-K05-004.

2.2. The procurement is carried out in accordance with the description of the procurement supervision of projects of the European Economic Area and Norwegian Financial Mechanisms and Bilateral Cooperation Fund projects and the procedure for the execution of procurement by non-procurement organizations and procurement organizations in accordance with the Regulations, approved by the director of the Central Project Management Agency of the public institution in 2019 July 8 by order no. 2019/8-172 "Regarding 2014-2021 Procurement supervision of European Economic Area and Norwegian financial mechanism projects and projects of the Bilateral Cooperation Fund and approval of the description of the procedure for the execution of procurement by non-procurement organizations and procurement organizations in accordance with the Regulations. The procurement is carried out through the IS, in accordance with the PPL, CC, other legal acts regulating public procurement and the execution of this procurement agreement, documents of this procurement, in compliance with the principles of equality, non-discrimination, transparency, mutual recognition, proportionality and confidentiality and impartiality. The provisions of the PPL are directly applicable to issues not provided for in the procurement documents.

2.3. **Procurement documents consist of:**

2.3.1. announcement;

2.3.2. Procurement conditions consist of:

2.3.2.1. general conditions of procurement;

2.3.2.2. special conditions of purchase, including their annexes;

2.3.3. explanations (clarifications) of procurement documents, as well as answers to suppliers' questions (if any);

2.3.4. all other information provided by the procuring organization through IS.

2.4. If there are contradictions or inconsistencies between the announcement and the conditions of purchase, the information specified in the announcement is considered correct.

2.5. If there are contradictions or inconsistencies between the special procurement conditions and their annexes, the information specified in the special procurement conditions is considered correct.

2.6. If there are contradictions, inconsistencies between the special procurement conditions and the general procurement conditions, the information specified in the special procurement conditions is considered correct.

2.7. If the procuring organization revises the procurement documents, newer changes take precedence over older changes. Suppliers must follow the latest published version of the procurement documents and the latest clarifications and clarifications of the procurement documents.

2.8. The procuring organization will terminate the initiated procurement procedures if it becomes clear that the principles set out in Article 17, Part 1 of the PPL have been violated and the relevant situation cannot be corrected.

2.9. The procuring organization may also utilize the right to terminate the procurement procedures initiated in the event of circumstances that could not have been foreseen, as well as in the event that significant errors have been made in the procurement documents, as a result of which the procurement is no longer appropriate or, upon completion, a procurement object that does not meet its needs would be purchased.

2.10. The procuring organization shall not incur any costs related to the receipt of purchase conditions, preparation of offers, etc., to the supplier in good order, including the costs incurred due to the fact that the procuring organization has terminated the procurement procedures in accordance with the provisions of the PPL.

2.11. If it is specified in the special procurement conditions that observers may be invited to participate in the Commission meetings, representatives of state and municipal institutions or institutions may participate in the Commission meetings as observers in accordance with Article 19 of the PPL on the 4th (*except civil servants of political (personal) trust and state politicians*), who have submitted the power of attorney of the represented entity (*hereinafter - observers*). Observers will be able to participate in procurement procedures only after signing a pledge of confidentiality, declaring their private interests in accordance with the procedure established by the Law on the Coordination of Public and Private Interests, and persons who are not required to declare their private interests - after signing a declaration of impartiality in the form established by the Public Procurement Service together with the Supreme Commission for Official Ethics. Other conditions for the participation of observers are specified in the special conditions of purchase. After the procuring organization receives reasonable information that the observer may have entered into a conflict of interest situation and has not withdrawn from the procurement monitoring, the head of the procuring organization or his authorized representative shall suspend the specified person's participation in the procurement monitoring and conduct an inspection of that person's procurement-related activities. The procuring organization, having determined that the person has entered into a situation of conflict of interest, removes him from the monitoring of the purchase in accordance with the Law on the Coordination of Public and Private Interests. Unless otherwise specified in the special procurement conditions, the following procedure applies: no more than 2 observers can participate from one institution or institution, and no more than 6 observers can participate in the procurement procedure. An observer who wants to participate in the Commission meeting can send a copy of the power of attorney to the specified contacts during the entire procurement procedure, which indicates which specific procurement procedures (e.g. opening of envelopes and/or examination of proposals) the observer wants to participate in and his contact information. The opportunity to participate in the Commission meeting and its exact time will be notified by the indicated contacts no later than within 2 working days from the date of receiving the observer's mandate. If the procuring organization receives more requests to monitor the procurement procedure than the maximum number of observers to be invited, the persons who submitted the requests the earliest will be invited as observers. Representatives of the Public Procurement Service may participate in Commission meetings on their own initiative in any case, regardless of whether such a possibility is provided for in the special procurement conditions.

2.12. The terms applicable to the procurement are given in the special conditions of procurement.

2.13. The procuring organization shall indicate in the special procurement conditions whether it will apply and, if so, to what extent it will apply provisions related to national security. This procurement does not apply to this requirement.

2.14. The procuring organization will assume that all participants are familiar with the procurement conditions and the legal acts of the Republic of Lithuania regulating public procurement, the conclusion and execution of agreements, and other legal acts, the provisions of which may regulate any relations between the procuring organization and suppliers arising from, or related to procurement procedures.

3. Procurement object

3.1. The procuring organization provides a description of the procurement object, the requirements for it are determined, and information on the division of the procurement object into parts is provided in the special procurement conditions. If the purchase is divided into parts, the proposals submitted by the suppliers for each part are accepted and evaluated separately

3.2. A supplier can submit only one proposal.

4. Means of suppliers communication and exchange of information between procuring organization and suppliers

4.1. Information about the employees of the procuring organization or members of the Commission who are authorized to maintain direct contact with suppliers and receive notifications from them (not intermediaries) related to procurement procedures, contact information - ausne@ausne.lt. Director of UAB "Ausnė" Arūnas Svidrius, mobile +370 620 72750.

4.2. Procurement documents and their explanations and additions are published in IS. The procuring organization does not provide suppliers with a paper version of the procurement documents. Suppliers must carefully monitor the explanations and additions to procurement documents placed in IS.

4.3. Communication and exchange of information between the procurement organization and suppliers takes place using the e-mail ausne@ausne.lt

4.4. Proposals are submitted by e-mail ausne@ausne.lt.

5. Explanations and corrections of procurement documents

5.1. Suppliers can request the procurement organization to clarify or clarify the procurement documents by the means and terms established in the special procurement conditions, in Chapter 4 "Means of communication and exchange of information between the procuring organization and suppliers" and in the special procurement conditions.

5.2. Suppliers must be proactive and ask questions or ask for clarifications immediately after analyzing the procurement documents, taking into account that the period for submitting questions and requests is limited. Explanations and clarifications of procurement documents are published in IS and sent to the applicant and all suppliers participating in the procurement by e-mail, without revealing the identity of the supplier who submitted the application. If explanations or clarifications are provided at the initiative of the procuring organization, they are published in IS and the suppliers participating in the purchase are informed about them. Before submitting an proposal, the supplier is recommended to check whether the procuring organization has not published any clarifications or amendments to the procurement documents, and if there are any, to check whether the previously submitted offer meets the latest published requirements and whether the proposal needs to be revised.

5.3. If the procuring organization does not provide explanations or clarifications by the deadline specified in the special procurement conditions (after the supplier submits a timely request for clarification, clarification), the deadline for submission of proposals is postponed for no less time than the delay in submitting them.

5.4. The procuring organization can, on its own initiative, clarify (correct) the procurement documents at any time before the deadline for submission of proposals. Considering the nature of such explanation, clarification, the procuring organization will decide on the postponement of the deadline for submission of proposals. If the procuring organization cannot submit revisions to the procurement documents before the deadline established in Article 36, Paragraph 5 of the PPL, the procuring organization will postpone the deadline for submission of proposals. If the information published in the announcement is revised, the procuring organization will revise the announcement and, if necessary, extend the deadline for submitting proposals for a period that meets the criteria of reasonableness. In the case of procurement of international value, such fundamental changes to the procurement documents

may not be made, which would have allowed the participation of suppliers other than those initially selected or would have attracted more participants to the procurement procedure.

6. The basics for exclusion suppliers

6.1. The requirements regarding the absence of grounds for exclusion of the supplier, economic entities whose capabilities the supplier relies on, and the documents confirming their absence are indicated in the special conditions of procurement.

6.2. The procuring organization excludes the supplier from the procurement procedure at any stage of the procurement procedure, if it becomes clear that due to its actions or inaction before or during the procurement procedure, the supplier meets at least one of the basics for exclusion of the supplier specified in the special procurement conditions.

6.3. The procuring organization excludes the supplier from the procurement procedure according to the basics for exclusion specified in paragraphs 4 and 6 of Article 46 of the PPL and established in the special procurement conditions and in the event that it has convincing data that the supplier is established or participates in the procurement instead of another person, in order to avoid Article 46 of the PPL and the application of the exclusion basics specified in paragraphs 6.

6.4. The procuring organization also checks whether there are no exclusion basics set out in the special procurement conditions for economic entities whose capabilities the supplier intends to rely on. If an economic entity has at least one ground for exclusion set out in the special conditions of procurement, the procuring organization will demand that it be replaced by another economic entity for which there are no grounds for exclusion within the time limit set by it.

6.5. Notwithstanding 6.2. and 6.3. of the provisions of paragraph 1, the supplier is not excluded from the procurement in the cases specified in paragraphs 3 and 10 of Article 46 of the PPL (taking into account the provisions of paragraphs 11 and 12 of Article 46 of the PPL), as well as if, in accordance with paragraph 8 of Article 46 of the PPL, the procuring organization made a decision that the removal of the supplier from the procurement procedures would be disproportionate to the assessed behavior of the supplier, or the procuring organization made a decision that, in the case of the established grounds for exclusion, competition would be significantly restricted in accordance with Article 46, Paragraph 4, Clause 7, Subparagraph c of the PPL. When making decisions on the exclusion of the supplier from the procurement procedure on the grounds of exclusion specified in point 6.3, the information published in accordance with Articles 52 and 91 of the PPL may be taken into account

7. Qualification requirements of suppliers and required standards of quality and environmental protection management systems

7.1. The qualification requirements for suppliers and the documents confirming their compliance are specified in the special conditions of procurement.

7.2. If the supplier's qualifications for the right to engage in the relevant activity were not checked or not checked in full, the supplier, when submitting an proposal, undertakes to the procuring organization that the agreement will be executed only by persons with the right to engage in the relevant activity.

7.3. If the economic entity, whose capabilities the supplier relies on, does not meet the qualification requirements, the procuring organization will demand that it be replaced by an economic entity that meets the requirements within the deadline set by it.

8. Reserved right to participate in procurement

8.1. The procuring organization does not provide reserved rights for specific supplies to participate in the procurement.

9. ESPD submission procedure and ESPD information verification tools

9.1. When submitting an proposal, the supplier must submit the ESPD - an up-to-date declaration that replaces the documents issued by the competent authorities and preliminarily confirms that the supplier and economic entities whose capacities he relies on in accordance with Article 49 of the PPL (meet the requirements set out in the special procurement conditions in accordance with Articles 46, 47, 48 of the PPL due to the absence of grounds for exclusion, qualification requirements (hereinafter all together - requirements).

9.2. Separate ESPD fills:

9.2.1. supplier;

9.2.2. each member of the supplier group (if the proposal is submitted by a supplier group);

9.2.3. each economic entity, if the supplier relies on its capabilities in accordance with Article 49 of the PPL;

9.2.4. ESPD is filled out after uploading it to the website <http://ebvpd.eviesiejpirkimai.lt/espd-web/>. When filling out the ESPD, the supplier must select "Open" in the "Procedure type" field. When submitting a proposal by e-mail, the completed and signed (unless the entire proposal is signed electronically by a person authorized to sign the ESPD) must be attached by the ESPD supplier together with other proposal documents. Link methodology for filling out the declaration - https://www.youtube.com/watch?v=V9buN_j76c

9.3. Documents substantiating the information specified by the ESPD are not submitted together with the proposal.

9.4. The procuring organization may, at any time during the procurement procedure, ask the participants to submit all or part of the documents confirming the absence of basics for their exclusion, compliance with the qualification requirements, if this is necessary to ensure the proper performance of the procurement procedure.

9.5. The procuring organization, after evaluating the information provided by ESPD, makes a decision on the compliance of each tenderer who submitted a proposal with the requirements and notifies each of them in writing of the results of this inspection within the deadline set in the special procurement conditions, justifying the decisions made. Only those tenderers who meet the requirements of the agreementing authority have the right to participate in further procurement procedures.

9.6. Before determining the winning proposal, the procuring organization will require that the supplier who submitted the most economically advantageous proposal submit relevant documents confirming its compliance with the requirements, i.e. i.e. that the supplier (business entities whose capabilities the supplier relies on do not meet the established grounds for exclusion and meet the qualification requirements

9.7. The procuring organization does not require the supplier to submit documents as determined in paragraphs 4 and 6 of Article 50 of the PPL, if it:

9.7.1. have the opportunity to access these documents or information directly and free of charge by connecting to the national database in any member state.

9.7.2. already have these documents from previous procurement procedures.

9.8. If this supplier has not submitted documents proving compliance with the requirements within the deadline set by the procuring organization or, at the request of the procuring organization, has not clarified the provided inaccurate or incomplete data about his compliance with the requirements, or he does not meet the requirements, his proposal is rejected and checked by the next supplier after the supplier whose proposal the result of the evaluation was the most economically useful documents proving compliance with the requirements.

9.9. If the supplier is unable to provide documents proving the absence of exclusion grounds set out in the special procurement conditions in accordance with Article 46, paragraphs 1 and 3 and paragraph 6, point 2 of the PPL, because such documents are not issued in the member state or the relevant country, or the documents issued in that country do not cover all the issues raised, they may be replaced :

9.9.1. affidavit;

9.9.2. official declaration of the supplier, if sworn declaration is not used in the country. The supplier's official declaration must be certified by the competent legal or administrative authority, notary or competent professional or trade organization of the Member State or the supplier's country of origin or country where it is registered.

10. Relying on the capacities of economic entities

10.1. The supplier may rely on the capabilities of other economic entities in accordance with Article 49 of the PPL to meet the qualification requirements set out in the special procurement conditions, regardless of the legal nature of the connection with those economic entities. Natural persons who will be employed by the supplier or the economic entity used by the supplier (quasi-suppliers) in the event of winning the agreement and concluding the agreement are also considered to be these economic entities.

10.2. A supplier wishing to rely on the capacities of other business entities must specify them in the proposal and submit documents proving that the resources of the business entity whose capabilities he relies on will be available to the supplier during the entire agreement performance period. When checking whether the resources of other economic entities on whose capacities it relies will be available to the supplier, the procuring organization accepts any measures confirming this from him. A supplier who has not indicated that he is relying on the capabilities (qualification) of other business entities, but does not meet the qualification requirements specified in the special procurement conditions, does not acquire the right to use (indicate) new entities after the deadline for submission of proposals in order to meet the qualification requirements.

10.3. Different suppliers may rely on the capacities of the same economic entities, but this cannot lead to prohibited agreements.

10.4. A group of suppliers may rely on the capabilities of group participants or other economic entities, subject to the conditions set forth in this section of the general procurement conditions.

11. Use of sub-suppliers

11.1. In his proposal the supplier must indicate which part of the agreement and which sub-suppliers, if they are known at the time of the proposal, he intends to use.

11.2. Different suppliers may use the same sub-suppliers, but this cannot lead to prohibited agreements.

11.3. After the conclusion of the agreement, but no later than that agreement begins to be executed, the supplier, which will be recognized as the winner, undertakes to inform the

procuring organization of the names, contact details and their representatives of sub-suppliers known at that time. The procuring organization also requires the supplier to inform about changes in the above-mentioned information throughout the execution of the agreement, as well as about new sub-suppliers that it intends to use later.

12. Supplier group participation

12.1. Group of suppliers may submit a proposal. The group of suppliers submitting a proposal must submit a copy of the joint venture agreement with the proposal. The joint activity agreement must specify:

12.1.1. the composition of the supplier group and the obligations of each participant of the supplier group in the execution of the expected agreement with the purchasing organization;

12.1.2. joint and several liability of each participant of the supplier group separately and all together for non-fulfillment of commitments and obligations to the purchasing organization (regardless of their contribution according to the joint venture agreement)

12.1.3. which participant of this agreement is authorized to submit an proposal on behalf of the group of suppliers, and upon winning the purchase, to sign the agreement with the purchasing organization, submit invoices for settlement (payments will be made only to one of the participants in the joint venture agreement), sign documents related to the execution of the agreement (authorized participant) etc.

12.2. Unless otherwise specified in the special conditions of purchase, the procuring organization shall not require that the proposal submitted by the group of suppliers acquire a certain legal form after the proposal submitted by the group of suppliers is recognized as the winner and the agreement is offered.

12.3. A supplier submitting an proposal independently or as a member of a supplier group is not prohibited from being a sub-supplier of another supplier or an economic entity whose capacity is supported by another supplier in the same purchase.

13. Requirements for preparation and submission of proposals

13.1. The proposal must be prepared and submitted in accordance with the requirements of the procurement conditions by completing the proposal form. Unless otherwise stated in the special conditions of purchase, participants must submit the proposal and the accompanying documents in electronic form (directly formed by electronic means or by submitting digital copies of documents) using the e-mail address ausne@ausne.it. A confirmation of receipt of the proposal will be sent by e-mail.

13.2. The proposal must be submitted by the end of the deadline for submission of proposals specified in the advertisement, and if the deadline for submission of proposals specified in the advertisement has been extended, by the end of the extended deadline. The procuring organization is not responsible for proposals that were not received or were received late due to the supplier's communication and telecommunication means or other unforeseen circumstances. Taking this into account, suppliers are suggested to prepare proposals in such a way that there is enough time left for them to be submitted on time and properly. Proposals received after the deadline for submission of proposals will be deemed not received and will not be evaluated.

13.3. The supplier must clearly indicate in the proposal which information in the proposal is **confidential**, in accordance with Article 20 of the PPL. If such information is not specified in the proposal, then any information contained in the submitted proposal will be deemed to be non-confidential. The characteristics of the proposal, which must be taken into account when evaluating the proposals, as well as the information specified in Article 20,

paragraph 2 of the PPL, cannot be considered confidential information. If the procuring organization has doubts as to whether specific information is reasonably specified as confidential, it must contact the supplier, requesting to substantiate the confidentiality of the information. If the supplier does not provide such evidence within the period specified by the procuring organization (which cannot be shorter than 3 working days) or does not provide reasonable arguments and/or evidence that the information is reasonably designated as confidential, it will be considered that such information is non-confidential. Upon receiving a request from a supplier participating in the procurement to access the supplier's proposal containing confidential information, the procuring organization will provide as much information as is necessary for the supplier to decide on the need to protect its legitimate interests (on a case-by-case basis) (for example, by providing a summary of the aspects of the proposal and their technical characteristics, as well , so that confidential information cannot be identified). If, in the opinion of the procuring organization, the confidential information specified in the supplier's proposal is not confidential, before introducing such an proposal to another supplier, it shall inform the supplier who specified the confidential information in the proposal of such intentions.

13.4. When calculating the price, the entire scope and requirements of the procurement object specified in the procurement documents, components of the price, etc., must be taken into account. VAT is indicated separately. If the supplier is a non-VAT payer, he must indicate this in the proposal, specifying the legal basis. The supplier must assess whether he will not become a VAT payer during the performance of the agreement. If the supplier becomes a VAT payer during the performance of the agreement, he must indicate the price including VAT in the proposal. Unless otherwise specified in the special conditions of purchase, proposal prices will be evaluated and compared with all taxes, including VAT. If the procuring organization itself has to pay VAT to the state budget for the purchased procurement object, this tax is included in the price of the proposal (if the supplier did not include it when submitting the proposal, it is included by the procuring organization itself for the purpose of comparison of proposals). The proposal price must include all taxes and all other direct and indirect costs and taxes incurred and/or likely to be incurred by the supplier in connection with the procurement object (except for cases where the procurement documents clearly state that certain specific costs must not be included in agreement price).

13.5. The proposal is valid for the time specified by the supplier, but not shorter than that provided for in the special conditions of purchase. If the proposal does not specify its validity period, it is considered that the proposal is valid as long as provided in the special purchase conditions.

13.6. The procuring entity has the right to request that the suppliers extend the validity of the tenders until a specific deadline.

13.7. Before the deadline for submission of proposals, the supplier has the right to change or cancel his proposal by e-mail. To resubmit a canceled and amended proposal, the supplier must resubmit it. After the end of the proposal submission deadline, the supplier can neither withdraw (cancel) nor change the already submitted proposal.

13.8. Unless otherwise specified in the special procurement conditions the proposal must be prepared in Lithuanian or English. If the documents submitted with the proposal cannot be submitted in Lithuanian or English, these documents must be submitted in the original language, with their translation into Lithuanian or English added (the translation must be certified by the signature of the person who performed the translation). In the special conditions of procurement, the procuring organization indicates whether, if there are any doubts about the quality of the translation of the document submitted in the proposal and/or its compliance with the content of the original document, it will require the submission of a translation of this document certified by the signature of the person who performed the translation and the seal of the translation office (if available) and/or indicate, that the signature of the person who performed the translation is notarized.

13.9. The price in the proposal is indicated in euros. If the prices in the proposals are indicated in a foreign currency, they will have to be converted into euros according to the indicative ratio of the euro and foreign currencies published by the European Central Bank, and in cases where the indicative ratio of the euro and foreign currencies is not published by the European Central Bank, according to the indicative euro determined and published by the Bank of Lithuania and the foreign exchange rate on the date of submission of proposals.

14. Encryption of proposals

14.1. The proposal provided by the supplier may be encrypted.

14.2. **If the procuring organization will evaluate the proposals on the basis of price or the price or cost-quality ratio and the technical characteristics of the offer it has chosen to evaluate are quantifiable (the proposal is required to be submitted in 1 envelope),** the supplier, having decided to submit an encrypted proposal, must:

14.2.1. submit an encrypted proposal by e-mail before the deadline for submitting proposals (encrypts the entire proposal or the proposal document containing the proposal price and/or costs. Instructions on how to encrypt a proposal for a supplier can be found **HERE**¹.

14.2.2. **in 45 minutes from the end of the proposal submission deadline,** submit a password by e-mail to ausne@ausne.lt, with which the procuring organization will be able to decrypt the submitted proposal. In the event of technical problems, when the supplier does not have the opportunity to provide the password by means of correspondence, the supplier has the right to provide the password by other means of choice: the official e-mail of the procuring organization, by fax or in writing. In this case, the supplier should be proactive and make sure that the provided password reached the addressee in time (for example, by contacting the procuring organization on its official phone number and/or by other means).

14.3. When the proposal is submitted in one envelope, if the supplier encrypts the entire proposal and fails to provide the password (due to his own fault) before the initial familiarization with the proposal (meeting) or provides an incorrect password, which was used by the procuring organization to decrypt the offer, the proposal is considered not submitted and is not evaluated. If, in the specified case, the supplier encrypted only the proposal document, which indicated the proposal price and/or costs, and submitted the other proposal documents unencrypted, the procuring organization rejects the supplier's proposal as not meeting the requirements set out in the procurement documents (the supplier did not submit the proposal price and/or costs).

15. Familiarization with proposals

15.1. The initial familiarization with the proposals received by e-mail begins on the day specified in the special conditions of procurement.

15.2. Suppliers and/or their authorized representatives do not participate in getting acquainted with the submitted proposals.

16. Evaluation of proposals

16.1. The procuring organization evaluates the proposals and ranks the proposals according to the criteria and order specified in the procurement conditions.

¹ https://vpt.lrv.lt/uploads/vpt/documents/files/uzsifravimo_instrukcija.pdf

16.2. The proposals will be evaluated by the Commission. Experts (experts of the evaluated object) may be used to evaluate the technical data of the proposals. Proposals will be evaluated in the absence of suppliers and/or their authorized representatives

16.3. After the initial familiarization with the proposals, the procuring organization:

16.3.1. evaluates whether the proposal meet the requirements set out in the procurement documents, which are not related to the object of the procurement, including the provisions on the submission of alternative proposals;

16.3.2. if the procuring organization determines the grounds for exclusion of the supplier and/or the requirements for the supplier's qualification based on the ESPD, it checks whether the supplier who submitted the proposal (business entities whose capabilities the supplier relies on does not meet the grounds for exclusion set out in the special conditions of procurement and whether they meet the qualification requirements set out in the conditions of procurement and, after making a decision on each to the requirements of the supplier's compliance, informs each supplier in writing about the results of this inspection within the deadline set in the special procurement conditions, justifying the decisions made. The right to participate in further procurement procedures has only those suppliers for which the grounds for exclusion have not been established, who meet the qualification requirements and non-discriminatory rules set by the procuring organization;

16.3.3. examines, evaluates and compares the proposals submitted by the procurement participants in accordance with the provisions of the procurement conditions.

16.3.4. assesses whether the prices and/or costs offered by the suppliers are not too high, unacceptable to the procuring organization. The provisions of Article 45, Paragraph 1, Clause 5 of the LLP shall apply;

16.3.5. checks whether an unusually low price has been offered. If the price and/or costs of the proposal seem unusually low, the supplier is contacted by e-mail to justify the price and/or costs of the procurement object or its components specified in the proposal within a reasonable time limit set by it;

16.3.6. appeals to the supplier who submitted the most economically advantageous proposal for the submission of relevant documents confirming the information specified in the ESPD, if they were not requested and assessed in the previous stages of the procurement procedure and/or these documents are not required according to the procurement conditions.

16.4. If the supplier has provided inaccurate, incomplete or erroneous documents or data about compliance with the requirements of the procurement conditions or these documents or data are missing, the procuring organization requests (when it can do so without violating the principles of equality and transparency) the supplier to clarify, supplement or explain these documents or data through its within a reasonable period of time. Data and/or documents are revised, explained or supplemented in accordance with the rules established by the Public Procurement Service².

16.5. The procuring organization may not evaluate the entire proposal of the supplier, if, after checking part of it, it determines that, following the requirements of the procurement conditions, the proposal must be rejected (this provision does not apply if the procuring organization intends to use the condition of published negotiations set out in Article 63, Paragraph 1, Point 2 of the PPL, when repeated no longer publish an advertisement, as well as in cases where the price indicated in the supplier's proposal exceeds the funds allocated for the purchase, and the most economically beneficial proposal is selected based on the cost or price or cost-quality ratio and the procuring organization has not specified the amount of funds allocated for the purchase in the procurement documents (except for cases where all proposals are rejected proposals received)

² Rules for specifying, supplementing or clarifying proposals.

17. Basics for rejection of proposals

17.1. The proposals submitted by the supplier is rejected and the supplier is removed from the procurement procedure if at least one of the following conditions is present

17.1.1. the supplier does not extend the validity of the proposal at the request of the Commission;

17.1.2. the supplier did not provide the proposal decryption password before the start of familiarization with the proposals;

17.1.3. the supplier must be excluded in accordance with the provisions of the procurement conditions regarding the grounds for exclusion, as well as in cases where the supplier relies on the capabilities of the economic entity, and according to the procurement conditions, they are subject to requirements regarding the grounds for exclusion, but the position of the economic entity corresponds to the established grounds for exclusion and at the direction of the agreementing authority, the supplier did not change this economic entity into an economic entity without basics for exclusion;

17.1.4. the supplier does not meet the qualification requirements set out in the special conditions of procurement and/or the business entity whose capabilities the supplier relies on does not meet the qualification requirements and was not changed to a business entity that meets the requirements by the order of the agreementing authority;

17.1.5. did not specify, supplement or explain his proposal within the deadline set by the procuring organization;

17.1.6. the supplier clarified, supplemented, explained the proposal within the deadline set by the procuring organization, and this led to a fundamental change in his proposal:

17.1.7. the proposal does not meet the requirements of the procurement documents and its deficiencies cannot be corrected in accordance with the rules established by the Public Procurement Service³.

17.1.8. the price specified in the proposal is too high and unacceptable for the procuring organization, except for the cases provided for in Article 45, Paragraph 1, Clause 5 of the PPL. If the most economically beneficial proposal is rejected on this basis, and the procuring organization has not specified the amount of funds allocated for the purchase in the procurement documents, other proposals cannot be determined as winners;

17.1.9. the proposal indicates an unusually low price and/or costs and the supplier does not provide adequate evidence of the reasonableness of the proposed unusually low price and/or costs;

17.1.10. the proposal, which indicates an unusually low price and/or costs, does not comply with PPL Article 17, paragraph 2, point 2 the obligations of environmental protection, social and labor law;

17.1.11. unusually low prices and/or costs are proposed in the proposal due to the fact that the supplier has received state aid, but the supplier cannot prove within a sufficient period of time determined by the agreementing authority that the state aid was granted legally. If the tender is rejected on this basis, the agreementing authority shall notify the European Commission thereof. State aid is considered any measure that meets the criteria set out in Article 107, paragraph 1 of the Treaty on the Functioning of the European Union;

17.1.12. procuring organization has found out that the proposal of the supplier who submitted the most economically advantageous proposal does not comply with the obligations of environmental protection, social and labor law specified in point 2 of Article 17 of the PPL;

17.1.13. the supplier does not meet the requirements set out in the Regulation;

17.1.14. the supplier does not have the required professional capacity, when the procuring organization determines a conflict of interests of the supplier, which may negatively affect the execution of the agreement;

³ Rules for specifying, supplementing or clarifying proposals

17.1.15. The procuring entity may reject proposals on other basics specified in the special procurement conditions.

17.2. The supplier is informed about the rejection of the proposal and the reasons for such rejection by e-mail.

18. Sequence of proposals and determination of the winner

18.1. After examining, evaluating and comparing the submitted proposals, the procuring organization determines the sequence of proposal (except in cases where the proposal is submitted, or after evaluating the proposals, only one proposal remains), which includes the non-rejected proposals, and determines the winning proposal and makes a decision on the conclusion of the agreement.

18.2. The order of proposals is determined in order of decreasing economic utility. If the economic usefulness of several submitted proposals is the same, when determining the order of proposals, the supplier whose proposal was submitted first is entered first in this order.

18.3. Before determining the winning proposal, the procuring organization requires that the supplier who submitted the most economically advantageous proposal submit relevant documents confirming the absence of basics for exclusion specified in the procurement conditions, proving compliance with the qualification requirements set out in the procurement conditions, except for cases where they were requested and evaluated at previous stages of the procurement procedure and this the information is still relevant, also except in cases where these documents are not required according to the terms of purchase. The procuring authority shall also assess whether the proposal of the supplier who submitted the most economically advantageous proposal should not be rejected for other reasons.

18.4. If only one supplier submitted a proposal, or after evaluating the proposals, only one supplier remained, the order of proposals is not determined and that proposal is considered the winner.

19. Informing about results of procurement procedures

19.1. The procuring organization informs the suppliers about the results of the procurement procedure by e-mail no later than within 3 working days from the determination of the winning proposal, in accordance with the provisions of Article 58 of the Civil Code. The procuring organization must also inform the suppliers of the reasons for the decision not to conclude the agreement.

19.2. Interested participants may request the procuring organization to submit a winning proposal from the day of the notification of the decision to determine the winning proposal to the participants until the end of the postponement period. In such a case, the deadline and the postponement period established in Part 1 of Article 102 of the PPL shall be extended for an additional period, counting from the date of submission of the interested participant's request to submit the winning proposal to the procuring organization until the said proposal is submitted to the interested participant. If the proposal of the winning participant is submitted on the same day as the request was made, the deadline and the postponement period established by Article 102, Part 1 of the Civil Code are extended by one working day. The procuring organization can present the winning proposal to interested participants by providing the information specified in point 19.1.

20. Conclusion of the agreement

20.1. The agreement is concluded with the supplier whose proposal is recognized as the winner in accordance with the procedure established by the procurement conditions.

20.2. The agreement concluded immediately, but not before the end of the deferment period specified in the special conditions of procurement except for cases where it may not be applied in accordance with the provisions of the Public Enterprise. The procuring organization, having received a copy of the supplier's request or lawsuit to the court, may not enter into an agreement until the deferral period specified in the special conditions of procurement or the periods specified in Article 103, Part 2, Article 105, Part 2, Item 3, and Article 105, Part 3, Item 3 of the PPL have expired, and until the purchasing organization has received court notice of:

20.2.1. reasoned court order refusing to accept the claim;

20.2.2. a reasoned court order regarding the rejection of the supplier's request to apply temporary protective measures, when this request was received in court before the filing of the claim;

20.2.3. court resolution to accept the claim without applying temporary protection measures.

20.3. The supplier whose proposal has been determined to be the winner is invited to conclude the agreement in writing and is given the time by which he must conclude the agreement.

20.4. The supplier is considered to have refused to enter into the agreement when at least one of the following cases is present:

20.4.1. the supplier refuses to conclude it in writing;

20.4.2. does not sign the agreement by the time specified by the procuring organization;

20.4.3. refuses to enter into an agreement under the terms and conditions set out in the PPL and Procurement Terms;

20.4.4. the group of suppliers, whose proposal has been determined to be the winner, does not establish a legal entity, if such a requirement is specified in the special conditions of procurement.

20.5. If the winning supplier refuses to enter into an agreement, or if by the deadline specified by the procuring organization does not submit a document confirming the fulfillment of the agreement specified in the procurement conditions, or does not fulfill other conditions for its entry into force specified in the agreement, it is offered to the supplier whose proposal, according to the established order of proposals, is the first after the supplier who refused to conclude the agreement, failed to provide assurance of agreement performance or failed to fulfill the conditions for the agreement to come into effect. Before offering to conclude an agreement, the procuring entity requests the submission of relevant documents from the supplier confirming the information specified in the ESPD, if they were not requested and assessed in the previous stages of the procurement procedure and/or these documents are not required according to the procurement conditions and assesses whether its proposal should not be rejected for other reasons.

20.6. When concluding the agreement, the price, costs and other conditions of the winning supplier's proposal cannot be changed.

21. The right to dispute the actions or decisions made by the procuring organization

21.1. A supplier who believes that the procuring organization did not comply with the requirements of the PPL and thereby violated or will violate his legitimate interests, may apply to the district court as a court of first instance in accordance with the procedure established in Chapter VII of the PPL.

21.2. The supplier, in order to challenge the decisions or actions of the procuring organization in court before the conclusion of the agreement, must first submit a claim to the procuring organization by electronic means.

21.3. The deadlines for submitting a claim to the procuring organization, submitting a request or filing a claim with the court are set in Article 102 of the Civil Code.
