**TENDER CONDITIONS (English)**

# GENERAL PROVISIONS

* 1. JSC “Amber paper” (hereinafter – the Buyer) carries out procurement, implementing the project "*Implementation of sustainable investments of Amber paper UAB in Jonava district*" (No. *02-064-K-0029)* jointly co-financed from the EU Structural funds and finances of the Republic of Lithuania.
  2. The procurement is carried out in accordance with the principles of the Treaty on the Functioning of the European Union - the principles of free movement of goods, freedom of establishment, freedom to provide services, principles of equality, non-discrimination and equal treatment, transparency, proportionality and mutual recognition, **Project financing and administration rules, approved by the Minister of Finance of the Republic of Lithuania in 2022 June 22 by order no. 1K-237** "On the implementation of the 2021-2027 European Union Funds Investment Program and the Economic Revitalization and Resilience Enhancement Plan "New Generation Lithuania", (including but not limited to Annex 7 "Procurement Rules") (hereinafter - the Rules), Civil Codex of the Republic of Lithuania (hereinafter - the Civil Code), other legal acts and these tender conditions (hereinafter - the Tender Terms and Conditions).

# OBJECT OF PROCUREMENT

2.1. The Object of the procurement is Paper sheet cutting machine with boxing machine the characteristics of which are set out in the technical specification provided (Annex No. 1).

2.2. In the case when the description of the Object of Procurement in the Technical Specification, refers to a specific model or a source, a particular process or a trademark, patent, types, specific origin, production or standard, it should be considered that equivalent objects in terms of their properties will be acceptable as well.

2.3. The Object of the procurement is not divided into parts, one tender must cover the entire scope of the procurement object without further subdivisions.

2.4. The place for delivery – Ateities g. 47, Čičinų k., Jonavos raj., Lithuania.

2.5. The purchase is subject to the environmental requirements for green[[1]](#footnote-1) procurement, which are set out in point 8.11 of the tender conditions and will be incorporated into the contract.

# SUPPLIER QUALIFICATION REQUIREMENTS [[2]](#footnote-2)

3.1. The Supplier participating in the Tendering Process must comply with the following minimum requirements for qualification:

* + 1. Qualification requirements of suppliers and their proof documents:

| **Seq. No.** | **Qualification requirements** | **Requirements for the business entity group and (or) sub-suppliers** | **Documents proving qualification requirements** |
| --- | --- | --- | --- |
| 3.1.1.1 | The supplier has delivered and installed, within the last 3 years (or within the period from the date of registration of the supplier (if the supplier has been established for less than 3 years)) preceding the expiry of the time-limit for the submission of the tender, similar character equipment of paper-cutting and/or packaging acording one or more contracts for which the value of the one or more contracts and/or parts of contracts completed is at least equal to 0,7 % of the value of the tender, excluding VAT. | In the case of a tender submitted by a group of economic operators or by a supplier using subcontractors, the requirement must be fulfilled by the supplier and the subcontractors jointly (the experience of the members of the group of undertakers or of the supplier and the subcontractors shall be added up), taking into account the obligations assumed by them. | A list of contracts concluded and signed by the supplier or his authorised representative, specifying the customer, the object, the value, the dates of contract conclusion and (or) execution, and the contact person, in accordance with the attached Annex 3 'List of Contracts'. |

3.2. **Documents confirming compliance with established qualification requirements will be requested only from the potential winner. The Supplier confirms in the proposal form that he meets the specified qualification requirements.**

3.3. In order to prove its compliance with the qualification requirements, Supplier can rely only on the capacities of other economic entities (sub-suppliers), that it can realistically dispose of in the execution of the procurement agreement. The Supplier has the obligation to ensure in the Tender to the Buyer that during the entire period of performance of the procurement contract, the resources of other economic entities, whose capacity was relied upon, will be available to the Supplier. When the Buyer checks whether the resources of other economic entities, whose capabilities the Supplier relies on to meet the qualification requirements, will be available to the Supplier, the Buyer accepts any measures confirming this from the Supplier.

3.4. If the Supplier cannot provide the specified documents, because such documents are not issued in the relevant country or the documents issued in that country do not cover all the issues raised - an official declaration of the Supplier or an equivalent document is submitted.

3.5. The Tender of the Supplier shall be rejected if it provides false information on compliance with the requirements laid down, the fact that could be proved by the Buyer using any legitimate means.

3.6. If a group of economic entities participates in the Procurement procedures, it shall submit a joint activity agreement or a duly certified copy thereof. In the joint activity agreement, liabilities of each party to this agreement shall be indicated related to fulfilling the future Procurement Contract with the Buyer, as well as the part of these liabilities value shall have to be included into the total value of the Procurement Contract. The joint activity agreement must provide for that all parties to this agreement are jointly and severally liable for non-fulfilment of obligations towards the Buyer. In addition, the joint activity agreement must contain information indicating which person represents the group of economic entities (with whom the Buyer shall communicate on the issues arising during Tender evaluation and to whom the Buyer will submit the information related to the evaluation of the Tender, which partner is granted the power to submit and sign the Tender and to conclude the Contract.

1. **REQUIREMENTS FOR THE SUBMISSION OF TENDER**

4.1. Upon submitting the Tender, the Supplier agrees with these Tendering Terms and Conditions and confirms that information provided in its Tender is true and covers everything needed for proper fulfilment of the Procurement Contract.

4.2. The Tender and other correspondence shall be submitted in the Lithuanian or English language.

4.3. The Tender is submitted by e-mail [admin@amberpaper.eu](mailto:admin@amberpaper.eu)*.* **The Tender consists of:**

* + 1. **Completed Tender form prepared in accordance with the Terms and Conditions of this procurement, Appendix 2, and the documents specified in the Tender form.**
    2. **The joint-activity agreement’s certified copy thereof, if a joint Tender is submitted by a group of economic entities.**
  1. The Supplier may submit only one Tender (if the procurement is divided into lots, one for each lot), either individually or as a member of a group of economic entities. If a Supplier submits more than one tender or a member of a group of economic entities is presenting several tenders, all such tenders will be rejected.
  2. The Suppliers shall not be permitted to submit alternative tenders. The Supplier submits an alternative tender, his Tender and alternative tender (alternative tenders) shall be rejected.
  3. The deadline for submitting the Tender is indicated in the announcement about the procurement, which is published on the website esinvesticijos.lt.

4.7. The Tender Price of Goods shall be submitted in EUR without VAT and with VAT. The Tender Price of Goods shall be calculated and expressed in a manner specified in Annex 2 to these Tendering Terms and Conditions. The Price must include the entire quantity of Goods specified in Appendix 1 of the Tender Conditions, as well as the price of components by Technical Specification requirements, etc. All taxes and all Supplier’s expenses shall have to be included into the Price

* 1. The price of the Tender is evaluated in euros without VAT.

4.9. The Tender shall have to be valid for no less than 90 days calculating from the end of Tender Submission Term. If in the Tender, no validity term of it has been indicated, it shall be considered that the Tender is valid until the data provided in the Procurement Documents.

1. **EXPLANATION AND CLARIFICATION OF TERMS AND CONDITIONS OF THE TENDER**

5.1. The Buyer shall answer each request sent via e-mail by the Supplier concerning explanation or revise of the Procurement Terms and Conditions if the request has been received no later than 3 business days before the end of Procurement proposal submission term. The Buyer shall respond to each request from the Supplier received on time asking to explain Tendering Terms and Conditions no later than within 2 business days from the day of request receipt and no later than 2 business days before the end of Tender Submission Term. The Buyer, answering the Supplier, shall send explanations to all other Suppliers that have turned to him, still the Buyer shall not indicate which Supplier has submitted the request concerning explanation of the Tendering Terms and Conditions.

5.2. The Tender Submission Term has not expired, still no later than 2 business days before the deadline for submission of Tenders, the Buyer shall have the right on his own initiative to explain, specify Tendering Terms and Conditions.

5.3. If, after the publication of the invitation to participate in the procurement, the essential information necessary for the preparation of offers is changed, as well as when explanations related to the procurement are provided to the supplier(s) and (or) the qualification requirements are changed and/or revised, the Buyer publishes the changed invitation to participate in the procurement on the website esinvesticijos.lt, by resetting a deadline of at least 5 working days for the submission of proposals.

5.4. The Buyer shall not hold meetings with the Suppliers in order to explain Procurement Documents.

5.5. Any information, explanation of Tendering Terms and Conditions, notices or any other correspondence between the Buyer and the Supplier shall be performed by e-mail specified in this point. Authorized to maintain direct contact with suppliers is CEO Aidas Ditkus, e-mail: [aidas@amberpapaer.eu](mailto:aidas@amberpapaer.eu)

1. **NEGOTIATION REQUIREMENTS**

6.1. Negotiations may be conducted at the time of this Procurement.

6.2. Negotiations are conducted with all Suppliers who meet the established minimum qualification requirements and requirements for submission of Procurement. Each supplier is met separately. During negotiations, all suppliers are provided with the same (identical) information. The results of the negotiations are formalized in a protocol, which is prepared for each Supplier separately.

6.3. Negotiations may be conducted on all characteristics of the works, goods or services to be procured, including price, quality, commercial terms and social, environmental and innovation aspects.

6.4 There is no negotiation regarding the minimum requirements applied to the Procurement Object, qualifications of Suppliers, Suppliers Tenders, evaluation criteria for these Tenders and essential conditions of the Procurement Contract, except for the improvement of the essential conditions of the Contract in favour of the Buyer.

6.5. A result of the final negotiations is considered to be final Tender, which recorded in the negotiation protocol.

6.6. If the Supplier does not come to the negotiations, his original offer is considered final.

6.7. The final Tenders of the Suppliers are evaluated according to the specified evaluation criteria.

1. **EXAMINATION AND EVALUATION OF TENDERS**

7.1 The Buyer evaluates whether the Suppliers Tenders (if negotiations were carried out - the final Tenders) meet the requirements set out in the Tender Terms and Conditions.

7.2. If the Supplier provided inaccurate, incomplete, false documents or data on compliance with the requirements set out in the Tender Terms and Conditions or these documents or data are missing, the Buyer can ask the candidate or participant to clarify, supplement or explain these documents or data within the deadline set by Buyer[[3]](#footnote-3).

7.3. The Buyer has the right to demand that the Supplier substantiates the price specified in the Tender or its components, if it seem unusually low, specifying the specific documents and data that the Supplier must provide.

7.4. The Buyer requests the potential winner to submit documents that prove compliance with the qualification requirements set out in the procurement documents.

7.5. Clause 7.6 of the Tender Terms and Conditions in established cases, the Tender is rejected. The Supplier is informed about the rejection of the Tender before the conclusion procurement contract.

7.6. The Tender is rejected if:

7.6.1. The Supplier has submitted more than one Tender (all Supplier’s Tenders shall be rejected);

7.6.2. The Tender (in the case of participation in the negotiations – the Final Tender) has not complied with the requirements laid down in the Tendering Terms and Conditions or a Tenderer, upon request from the Buyer, without changing the essence of the Tender, has not explained or clarified his own Tender;

7.6.3. The Supplier has not corrected arithmetic errors and / or has not explained the Tender within a period specified by the Buyer;

7.6.4. An abnormally low price has been submitted and the Supplier, upon request from the Buyer, has not submitted written justification of price breakdown or in any other way has not justified abnormally low price;

7.6.5. The Supplier submitted false information, which the Buyer is able to prove using any legitimate means;

7.6.6. The Price, offered by the Supplier, of the Tender of whom has not been rejected due to other reasons, has been too high, unacceptable to the Buyer.

7.7. Unrejected Tenders shall be evaluated by the method of economic efficiency according to the criteria of the lowest price.

7.8. If proposals evaluated by the method of economic efficiency are identical, proposal with lower price wins and if prices are identical, the supplier whose offer was submitted the earliest is declared the winner.

7.9. The procurement contract is concluded in writing with the Supplier who submitted the successful Tender. When concluding procurement contract, the Price and Terms and Conditions of the winning Supplier's final Tender cannot be changed, as well as terms which was established in procurement invitation.

7.10. If the Supplier whose Tender is recognized as the winner does not conclude a procurement contract by the specified time, the Buyer offers to conclude a procurement contract to another Supplier who participated in the Purchase, whose Tender is the most economically beneficial.

7.11. The purchaser shall, no later than 3 working days after signing purchasing agreement, inform all other suppliers by e-mail about winning proposal, indicating price and name of supplier.

1. **TERMS AND CONDITIONS OF THE PROCUREMENT CONTRACT**

8.1. The Procurement Contract shall be signed with a successful Supplier under the terms and conditions laid down in these Tendering Terms and Conditions with reference to the Rules and the Civil Code;

8.2. While concluding the Procurement Contract, the price of the Final Tender of the successful Tenderer as well as the substantial Terms and Conditions of it cannot be changed as well as the substantial Procurement Terms and Conditions determined at the beginning of the Procurement by the Buyer, except for the cases indicated in item 8 of these Terms and Conditions (if applicable);

8.3. While fulfilling the Procurement Contract, the substantial Terms and Conditions of the Procurement Contract shall not be changed if:

* + 1. They have been amended by introducing new conditions which, if they had been laid down in the procurement documents, would have allowed other suppliers to take part in the procurement procedures;
    2. They have been amended by introducing new conditions which, if they had been laid down in the procurement documents, would have allowed to declare winning proposal by other supplier than the one selected;
    3. The scope of the purchase contract increases by more than 50 percent due to the contract amendment;
    4. The economic equilibrium of the contract changes in favour of the person with whom the contract is concluded in a way that was not foreseen in the terms of the original contract.

8.4. A contract may be amended where the amendment does not substantially alter the nature of the contract and the total value of the individual amendments under this point does not exceed 10 per cent of the value of the original contract in the case of the purchase of goods or services and 15 per cent in the case of the purchase of works and where the amendment does not substantially alter the nature of the contract. Other amendments to the contract may be made only in the cases provided for in the Rules.

8.5. The Procurement Contract shall enter into force from the date of its signing and shall remain in force until the Parties agree to terminate it in the cases specified in the Procurement Contract or until the Contract expires (full fulfilment of obligations), or in other cases under the legislation of the Republic of Lithuania.

8.6. The acceptance / transfer of the equipment shall be made in accordance with the Supplier's acceptance (transfer) act (s), which shall be prepared by the Supplier and signed by the Supplier and the Buyer.

8.7. The equipment must be delivered, installed and commissioned within 12 months from the date of signing the Procurement Contract. In the event of unforeseen circumstances beyond the control of the Supplier, the time limit may be extended by agreement between the parties, but not for more than 1 month.

* 1. Main payment conditions shall be in 3 stages:
     1. Advance payment – 20 % advance payment within 10 calendar days from the date of signing of the contract on the basis of an invoice submitted in advance.
     2. Second payment of 70% shall be paid within 10 calendar days of notification of readiness to deliver the equipment against the invoice submitted in advance.
     3. Final payment of 10% shall be paid within 30 calendar days after equipment installation, commissioning and of the date of signature of the Deed of Transfer and Acceptance and VAT invoice.

8.9. If the Supplier fails to perform the Contract on time and/or properly, without reasonable circumstances beyond the Supplier's control, the Purchaser shall charge a default interest of 0.02% of the value of the unperformed Purchase Contract until all obligations have been fulfilled, but not exceeding 5% of the Contract value.

8.10. If the Purchaser fails to pay for the duly performed and accepted Purchase Item within the time specified in the Contract, without justifiable reasons, the Supplier may charge interest at the rate of 0.02% of the amount overdue for each day of delay until the obligations have been fulfilled in full, up to a maximum of 5% of the Contract value.

* 1. . The purchase is considered a green purchase, because according to the 2011 regulation of the Minister of the Environment of the Republic of Lithuania June 28 order no. D1-508 "Regarding the approval of the procedure description for the application of environmental protection criteria in green procurement" (version of December 13, 2022 No. D1-401) (hereinafter - the Procedure Description), the Purchaser, following point 4.4.4.1 of the Procedure Description independently set additional environmental protection criteria in the contract, that the supplier must comply with the following environmental requirements during the performance of the procurement contract: strive to reduce paper consumption, refuse unnecessary copying and printing of documents, prepare documentation as far as possible, must be submitted to the Procuring entity in electronic format, and documentation that must be signed, signed with an electronic signature. If it is necessary to print, recycled paper is used, which meets the requirements of green procurement, approved minimum environmental protection criteria set out in Chapter 1 of Appendix 2 of the Procedure Description "Paper and its products".

1. **ANNEXES**

10.1. Technical Specification (Annex No 1);

10.2. Tender Form (Annex No. 2);

10.3. List of contracts (Anex No. 3).

**TECHNICAL SPECIFICATION**

|  |  |  |
| --- | --- | --- |
| **No.** | **Title (description) of functions and/or technical requirements (indicators)** | **Technical requirements, conditions** |
| 1. | Machine must be new and unused | Must meet |
| 2. | Total equipment size | Lengh - not more than 16 metres  width - not more than 6 metres  high - not more than 3 metres |
| 3. | Raw material to be handled | Paper, siliconised paper, parchments/parchments |
| 4. | Master rolls working area | 1200 mm and 1250 mm |
| 5. | Complete machine parts: | |
| 5.1. | Mat roll holders | 2 units |
| 5.2. | Leaf cutting section | 1 unit |
| 5.3. | Packing box section | 1 unit |
| 5.3.1. | Performannce per cycle (cycle time 50 s) | Not less than two 400 x 600 mm boxes per cycle.;  Not less than two 416 x 619 mm boxes per cycle. |
| 6. | Equipment operating costs | Electricity 24 kilowatts (400V. 3 PH. 50Hz. 200V) |

**PROCUREMENT TENDER**

**FOR Paper sheet** **cutting machine with boxing machine**

|  |
| --- |
| 20 - - . |
| *date* |
|  |
| *place* |

|  |  |
| --- | --- |
| Supplier’s name |  |
| Supplier’s address |  |
| Responsible person’s Name and Surname |  |
| Phone number |  |
| E-mail address |  |

We hereby point out that we agree with all Procurement Terms and Conditions, stipulated in:

* + 1. Tendering Process Notice, published on the website *www.esinvesticijos.lt* on 17th July 2024.
    2. Terms and Conditions of the Tender;
    3. Annexes to the Procurement Documents.

We offer the following Goods and Service:

| **Seq. No.** | **Name of Goods/Service** | **Quantity** | **Unit of measurement** | **Price per Unit, EUR, (excluding VAT)** | **Price, EUR, (excluding VAT)** *(3x5)* |
| --- | --- | --- | --- | --- | --- |
| *1* | *2* | *3* | *4* | *5* | *6* |
| 1. | Paper sheet cutting machine with boxing machine | 1 unit | Set |  |  |
|  | **Total Tender price EUR, excluding VAT (Sum of column 6 values)** | | | |  |
|  | **VAT** *(fil in if applicable)\** | | | |  |
|  | **Total Tender price EUR including VAT** | | | |  |

Total Tender price EUR including VAT in words:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\* If the "VAT" field is not filled in, indicate the reasons why VAT is not charged: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Goods offered are fully compliant with the requirements laid down in the Procurement Documents and their properties are as follows:

| **Seq. No.** | **Technical indicators of goods** | **Proposed specific values for the indicators**  **(to be completed by the Supplier)** |
| --- | --- | --- |
| **1** | **2** | **3** |
| 1. | Machine must be new and unused | *Specified by the Supplier*  *YES/NO* |
| 2. | Total equipment size | *Specified by the Supplier:*  Lengh - \_\_\_\_\_ m.  width - \_\_\_\_\_\_\_\_ m.  high - \_\_\_\_\_\_\_\_ m. |
| 3. | Raw material to be handled: Paper, siliconised paper, parchments/parchments | *Specified by the Supplier*  *YES/NO* |
| 4. | Master rolls working area - 1200 mm and 1250 mm | *Specified by the Supplier*  *YES/NO* |
| 5. | Complete machine parts: | *-* |
| 5.1. | Mat roll holders, 2 units | *Specified by the Supplier*  *YES/NO* |
| 5.2. | Leaf cutting section, 1 unit | *Specified by the Supplier*  *YES/NO* |
| 5.3. | Packing box section, 1 unit | *Specified by the Supplier*  *YES/NO* |
| 5.3.1. | Performannce per cycle (cycle time 50 s) | *Specified by the Supplier:*  \_\_\_\_\_\_\_ 400 x 600 mm boxes per cycle.;  \_\_\_\_\_\_\_ 416 x 619 mm boxes per cycle. |
| 6. | Equipment operating costs:  Electricity 24 kilowatts (400V. 3 PH. 50Hz. 200V) | *Specified by the Supplier*  *YES/NO* |

The following documents shall be submitted together with the Tender:

|  |  |  |
| --- | --- | --- |
| **Seq. No.** | **Title of the Document** | **Number of Pages in the Document** |
| 1. | Documentation of compliance with qualification requirements |  |
| 2. | Technical descriptions and specifications of the goods offered |  |
| 3. | Authorization to sign the tender (where the tender is signed not by the manager of the supplier (legal entity)) |  |
|  |  |  |
|  |  |  |

|  |
| --- |
|  |

This Tender shall be valid until - -20\_

I, the undersigned, hereby confirm that all information provided in our Tender is true and we have not concealed any information that was requested to be submitted by the Tenderers

I understand that if the above-mentioned circumstances are discovered, I shall be removed from this tender procedure and my proposal shall be rejected.

I confirm that I meet the qualification requirements specified in the terms of purchase.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| *Position of the supplier or his authorized person* |  | *Signature* |  | (Name, Surname) |

**LIST OF CONTRACTS**

**THE NAME OF THE SUPPLIER:**

|  |
| --- |
|  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** | **Customer (name)** | **Object name** | **Contract value, EUR without VAT (the value of one or more contracts and/or the values of completed contracts or parts of contracts)** | **Date of conclusion and/or execution of the contract** | **Contact person** |
| *1.* |  |  |  |  |  |
|  |  |  |  |  |  |

The supplier has delivered and installed, within the last 3 years (or within the period from the date of registration of the supplier (if the supplier has been established for less than 3 years)) preceding the expiry of the time-limit for the submission of the tender, similar character equipment of paper-cutting and/or packaging acording one or more contracts for which the value of the one or more contracts and/or parts of contracts completed is at least equal to 0,7 % of the value of the tender, excluding VAT.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| *Position of the supplier or his authorized person* |  | *Signature* |  | (Name, Surname) |

1. The Purchaser shall apply the green procurement requirements set out in the Resolution of the Government of the Republic of Lithuania No 1133 of 21 July 2010 "On Establishment and Implementation of the Objectives of Green Procurement", the Order of the Minister of the Environment of the Republic of Lithuania No D1-508 of 28 June 2011 "On the Approval of the Procedures for the Application of the Environmental Protection Criteria in the Conduct of the Green Procurement" when carrying out a purchase. The Public Procurement Service advises on green procurement issues (<https://vpt.lrv.lt/lt/darnieji-pirkimai>) [↑](#footnote-ref-1)
2. The Non-purchasing organization, taking into account the value and complexity of the procurement object, has the right to determine the minimum qualification requirements for suppliers. These requirements must be reasonable, proportionate to the object of the purchase, specific, clear, precise and understandable to all. Qualification requirements cannot artificially limit competition. When preparing supplier qualification requirements, it is possible to take into account [The methodology for determining supplier qualification requirements, approved by the Director of the Public Procurement Service in 2017 June 29 by order no. 1S-105](https://www.e-tar.lt/portal/lt/legalAct/674ebaf05d7111e79198ffdb108a3753/asr). [↑](#footnote-ref-2)
3. The conditions of the tender may be supplemented with provisions according to the 30 December 2022 Rules for clarifying, supplementing or explaining tenders approved by Order No 1S-240 of the Director of the Public Procurement Service [2022 m. gruodžio 30 d. Viešųjų pirkimų tarnybos direktoriaus įsakymu Nr. 1S-240 patvirtintas Pasiūlymų patikslinimo, papildymo ar paaiškinimo taisykles](https://e-tar.lt/portal/lt/legalAct/66ae9a80883011ed8df094f359a60216/asr) [↑](#footnote-ref-3)