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APPROVED
By Decision No SPR-L1(KC)-4/2025 of the
Head of UAB LTG Kompetencijų centras of
28 January 2025

DESCRIPTION OF THE PROCEDURE FOR LOW-VALUE PROCUREMENT BY CONTRACTING ENTITIES OF AB LIETUVOS GELEŽINKELIAI GROUP OF COMPANIES

I. GENERAL PROVISIONS

1. The Description of the procedure for low-value procurement by contracting entities of the AB Lietuvos geležinkeliai Group of companies (hereinafter referred to as the "Description") has been prepared in accordance with the Republic of Lithuania Law on Procurement by Contracting Entities in the Water Management, Energy, Transport and Postal Services Sectors (hereinafter referred to as the "Procurement Law").

2. The Description lays down the methods and procedures for low-value procurement of goods, services and works (hereinafter referred to as "procurement").

3. When carrying out low-value procurement, the Entity shall be guided by this Description, as well as by the PL, the Civil Code of the Republic of Lithuania and other legal acts relevant to the specific procurement. In low-value procurement, the provisions of Chapter I, Articles 44, 47, 50(9), 68(1), 90, 94(5), (6), (7) and (9), and 99, Chapters VI and VII of the PL, the provisions of Article 47(9) of the Republic of Lithuania Law on Public Procurement (hereinafter referred to as the "PPL"), and the provisions of other PL articles or their paragraphs referred to in this Description shall apply.

4. Article 50(9) of the PL and Article 47(9) of the PPL may be waived where the value of the contract does not exceed EUR 5 000 (five thousand euro) (without VAT) and the supplier, subcontractor or economic entity whose capacities are relied upon is not granted the right to service, access or otherwise have access to the communication and information systems (or parts thereof) identified in the Entity's internal documents as being relevant for the Entity's activities, to the technology, to the databases of these communication and information systems (or parts thereof) or to the data contained therein. In this case, the Entity shall ascertain from available sources that the manufacturer of goods or the provider of services is not registered (in the case of a natural person, permanently residing or having nationality) in the countries or territories referred to in the list provided for in Article 92(14) of the PPL.

6. Terms used in the Description:

6.1. **survey without publication** means a method of procurement whereby the Entity applies directly to supplier(s) with an invitation to submit tenders;

6.2. **published survey** means a method of procurement where the Entity publishes the procurement by means of the Central Public Procurement Information System (hereinafter referred to as the "CPP IS") (completes the procurement notice in accordance with the procedure established by the Public Procurement Office).

6.3. **procurement organiser** means an employee appointed by the Head of the Entity or their authorised representative to organise and carry out low-value procurement in accordance with the procedures established by the Entity, where a public procurement commission is not established for such procurement. The appointment of the procurement organiser shall take into account the economic, technical and legal knowledge and understanding of the PL and other legal acts governing procurement. Only persons of good repute may act as procurement organisers.

6.4. **Entity** means a contracting entity of AB Lietuvos geležinkeliai Group of companies (hereinafter referred to as the "LTG"), whose procurement is carried out in accordance with the provisions of the PL, or

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Other terms used in the Description shall have the meaning given to them in Article 2 of the PL.

7. If the Entity decides to carry out procurement by any of the procurement methods or instruments provided for in the PL, the procurement shall be carried out in accordance with the provisions of the PL governing the relevant procurement method or means.

8. Procurement shall be carried out in accordance with the fundamental principles of procurement, under the provisions of Article 29 of the PL.

9. The planning and preparation of procurement shall not seek to avoid the application of the procedure set out in the Description or to artificially reduce competition. Competition is considered to be artificially reduced when the procurement unduly favours or disadvantages certain suppliers.

10. Irrespective of whether such grounds for exclusion are provided for in the contract documents of the procurement procedure being executed, the Entity may exclude a supplier from the procurement procedure after assessing that the exclusion of the supplier from the procurement procedure is proportionate to the supplier's conduct being assessed:

10.1. if it has entered into agreements with other suppliers aimed at distorting competition in the procurement and the Entity has conclusive evidence to that effect;

10.2. if the supplier has entered into a conflict of interest situation, as defined in Article 33 of the PL, during the procurement and the situation cannot be remedied. The relevant situation of conflict of interest shall be deemed to be irremediable if the persons involved in the conflict of interest have influenced the decisions of the public procurement commission or the Entity and the reversal of these decisions would be contrary to the provisions of the PL;

10.3. if the supplier has taken unlawful actions during the procurement procedure to influence the Entity's decisions, to obtain confidential information that would give it an undue advantage in the procurement procedure, or to provide misleading information that may materially influence the Entity's decisions on the exclusion of suppliers, the evaluation of their qualifications, or the determination of the successful tenderer, which the Entity may prove by any legal means.

$10^{1.}$ Irrespective of whether such grounds for exclusion are set out in the contract documents of the procurement procedure being carried out, the Entity shall exclude a supplier from the procurement procedure if the supplier has failed to comply with the penal measure imposed on them, in particular the prohibition of participation in public procurement by a legal person.

Subparagraph inserted:

By Decision No SPR-L1(KC)-9/2025 of the Head of UAB LTG Kompetencijų centras of 5 February 2025

11. Procurement procedures shall commence when the Public Procurement Office publishes a notice on the CPP IS or, where the procurement is carried out by means of a survey without publication, the Entity applies (where applicable) to the supplier(s) requesting them to submit a tender(s).

12. The procurement (or a specific lot of the procurement) shall be ended when:

12.1. the contract is awarded and a performance security, if requested, is provided, or a preliminary contract is awarded;

12.2. all tenders are rejected;

12.3. the procurement procedures are terminated;

12.4. no tenders are submitted within the defined time limit;

12.5. the period of validity of the tenders expires and the contract or the preliminary contract is not awarded for reasons beyond the control of the suppliers;

12.6. all suppliers withdraw their tenders or refuse to be awarded the contract.

13. The Entity shall have the right to terminate, on its own initiative, the procurement procedures initiated in the event of the occurrence of the circumstances provided for in Article 41(4) of the PL and shall be obliged to terminate the procurement procedures initiated in the event of the occurrence of the circumstances provided for in Article 41(3) of the PL.

14. The Entity shall procure goods, services and works from or through the central contracting authority if:

14.1. The goods or services offered in the centralised procurement catalogue of the central contracting authority established by a decision of the Government of the Republic of Lithuania, the goods, services or works available for purchase through a dynamic procurement system or a preliminary contract awarded, meet the needs of the Entity and the Entity is not in a position to purchase the goods, services or works in a more efficient way by rationally using the funds allocated for that purpose. The Entity shall give reasons for its decision not to use the central contracting authority's catalogue for the purchase and shall state the reasons in the contract documents;

14.2. by the decision referred to in Article 90^1(1) of the PL, the central contracting authority (CCA) of the LTG Group carries out the procurement procedure on behalf of the Entity.

15. The obligation to procure goods, services and works from or through a central contracting authority, as set out in paragraph 14 of this Description, may be waived where, in the case of a survey without publication, the estimated value of the contract does not exceed EUR 15 000 (fifteen thousand euro) (without VAT).

16. The Entity may authorise another contracting authority/contracting entity to carry out procurement procedures in accordance with Article 91 of the PL and/or to carry out procurement as referred to in Articles 2(10) and (11), 92, 93 of the PL.

17. In order to prepare for the procurement and to inform the suppliers of the procurement plans and requirements, the Entity may request and receive advice from the market, as well as from independent experts, institutions or market participants, and may consult the public, by publishing a call for consultation on the CPP IS**.** It may also publish draft technical specifications for procurement in advance on the CPP IS, under the procedure laid down by the Public Procurement Office, in accordance with Article 39 of the PL.

18. The procurement procedure shall be carried out by the procurement organiser or the Commission. Several procurement organisers may be appointed or several Commissions may be set up for several simultaneous procurement procedures. The Entity shall determine in its internal documents the cases in which the procurement procedure shall be carried out by the procurement organiser and the Commission. The Commission, when established, shall work in accordance with the rules of procedure adopted by the Entity which established it. The procurement organiser and the Commission shall be accountable to the contracting authority and shall carry out only its written tasks and obligations.

19. The Entity shall establish the procurement procedure in its internal documents.

20. The Entity shall ensure the implementation of the measures set out in Article 33 of the PL in order to prevent conflicts of interest in procurement.

21. Each procurement procedure carried out shall be supported by the following documents:

21.1. in the case of an oral procurement, the documents supporting the procurement shall be the contract and the information published in the CPP IS concerning the contract and, in the case of an oral contract, the invoice or other accounting documents;

21.2. in the case of a written procurement, the documents supporting the procurement shall be correspondence, including the contract notice (if the procurement has been published) and other contract documents, minutes (recording the Commission's decisions or drawn up in the case of negotiations or meetings with suppliers), the contract awarded and the information published on the CPP IS, and, in the case of an oral contract, the invoice or any other accounting documents.

22. The documents to be completed during the procurement procedure (other than those referred to in paragraph 21 of this Description) shall be defined by the Entity in its internal documents. In cases where the procurement is carried out by a single person and the documents supporting the procurement are stored in that person's e-mail or CPP IS user account, the Entity shall ensure the availability of such documents when the need arises.

23 All documents relating to procurement shall be kept in accordance with the requirements of Article 103(6) of the PL.

24. The Entity shall submit reports by means of the CPP IS in accordance with the procedure laid down in Article 102 of the PL. The Entity https://e-seimas.lrs.lt/rs/actualedition/a5a0b8525d0611e7a53b83ca0142260e/fWpHTBVMlM/-edn1 shall submit to the Public Procurement Office, by means of the CPP IS, a report on the contracts awarded during the

calendar year following a low-value procurement, in accordance with the procedure laid down by the Public Procurement Office. The report shall be submitted within 30 days of the end of the calendar accounting year.

II. EXECUTION OF PROCUREMENT

25. The procurement procedures shall be carried out in the following sequence:

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25.1. Specific features of the procurement method	
25.1.1. Carried out by means of the CPP IS, by completing a contract notice, in accordance with the procedures established by the Public Procurement Office.	25.1.1. Carried out by surveying a selected number of suppliers. 25.1.2. It is carried out either orally (by telephone, directly at the point of sale, by assessing the information published on the internet by suppliers on the price of goods, services or works[1], or otherwise) or in writing (by means of the CPP IS, by e-mail, by post or by other means). 25.1.3. In the cases referred to in paragraphs 25.2.3, 25.2.5 and 25.2.7 of the Description, the survey shall be carried out by means of the CPP IS, except in the case of a low-value procurement without publication in which only one supplier is invited to tender. In cases other than those referred to in paragraphs 25.2.3, 25.2.5 and 25.2.7, the survey may be conducted by means other than the CPP IS. 25.1.4. In the case referred to in paragraph 25.2.2 of the Description, the survey shall be conducted in writing by means chosen by the Entity.
25.2. Cases in which the procurement may be carried out by means of a survey	
25.2.1. Procurement by means of a published survey may be carried out in all cases (even where the Description allows for a simpler procurement method (written or oral survey without publication)).	25.2.1. if the estimated value of the contract does not exceed EUR 30 000 (thirty thousand euro) without VAT; in other cases, at the reasoned decision of the procurement organiser; 25.2.2. where no tenders were received for the procurement which was published, or where all the tenders submitted are inadequate and the original terms of the contract are not substantially altered; 25.2.3. if, in the case of a published procurement, all the tenders submitted are unacceptable and the original terms of the procurement are not substantially modified, all the suppliers who have submitted tenders and who meet the requirements of the Entity with regard to the grounds for exclusion, qualification, the standards of the quality management system and/or the environmental management system, as well as the formal

[1] If the supplier is not registered with the CPP IS, the invitation to tender may only be sent after the Public Procurement Office (PPO) has confirmed the supplier's registration.

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	requirements of the procurement procedure, are invited to participate in the survey; 25.2.4. when, due to events which the Entity could not foresee in advance, it is necessary to procure goods, services or works with particular urgency. The circumstances on which the special urgency is based cannot be attributable to the Entity; 25.2.5. where the services are procured following a call for tenders published on the CPP IS, provided that the contract is awarded in accordance with the rules laid down in the call for tenders and the purchase is made from the successful tendered or from one of them. In the latter case, all winners are invited to the survey; 25.2.6. where the supply of goods, services or works can only be carried out by a particular supplier for one of the following reasons: (a) the purpose of the procurement is to create or acquire a unique work of art or artistic performance; (b) there is no competition for technical reasons; (c) the protection of exclusive rights, including intellectual property rights. Subparagraphs (b) and (c) hereof may only apply where there is no reasonable alternative or substitute and the absence of competition is not created by the Entity by artificially tightening the requirements of the procurement; 25.2.7. where the services, works or goods are procured solely for the purpose of scientific research, experimentation, study, scientific or technical development, where there is no intention of making a profit or of defraying the cost of research, experimentation, study or experimental development or technical development, and where such procurement will not restrict competition in subsequent such procurements; 25.2.8. where the Entity has purchased goods from a supplier under a previous contract and has found it worthwhile to make additional purchases from that supplier in order to amend or increase the quantity of goods or installations available, where the change of the supplier would require the Entity to purchase materials with different technical characteristics, resulting in incompatibility or undue technical difficulties in operation and maintenance. The duration of such contracts, similarly to recurrent contracts, may not normally exceed 3 years from the time of the initial award;

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	25.2.9. if the goods are quoted and purchased on a commodity exchange; 25.2.10. where particularly advantageous terms are obtained from a supplier which is being wound up, restructured, bankrupt, insolvent or has entered into an arrangement with its creditors, or is the subject of similar proceedings under the legislation of the country in which it is established, or where there are short-term particularly advantageous conditions which make it possible to obtain the goods required at a price substantially below the market price; 25.2.11. where new services or works similar to those purchased under the original contract are purchased from the same supplier, where all of the following conditions are present together: (a) all new purchases are for the same project as that for which the original contract was awarded and the scope and conditions under which the additional services or works may be purchased have been specified in the main project; (b) the original contract was awarded following the publication of a notice in accordance with the procedures set out in this Description, the notice indicating the possibility of additional purchases and taking into account the value of additional purchases; (c) new purchases are made after a maximum period of 3 years from the time of the award of the original contract; 25.2.12. where goods and services are purchased using funds earmarked for representation expenses; 25.2.13. in the case of purchases of museum exhibits, archives and library records, subscriptions to newspapers and magazines, and publications purchased directly from publishers; 25.2.14. if the goods are purchased from the national reserve; 25.2.15. if licences to use library documents or databases are purchased; 25.2.16. in the case of the purchase of training and conference services for judges, prosecutors, members of the professional military service, civil servants and/or employees of the Entity and/or governing bodies; 25.2.17. where the services to be procured are intangible (intellectual) services provided by members of expert commissions, committees, councils, as well as by the experts they call upon, or

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	by experts required for the control activities of public authorities or bodies; 25.2.18. for the procurement of expert evaluation services for the activities of research and study institutions, scientific and artistic activities, studies, as well as for the evaluation of scientific works submitted by research and study institutions for the purposes of obtaining authorisation to carry out studies and activities related to studies; 25.2.18¹. in the case of purchases of goods, services or works directly related to research and experimental development, where the Entity is an institution of higher education or a research institute; 25.2.19. where the goods purchased are manufactured and/or used solely for the purposes of research, experimentation, study or experimental development, where the desired result cannot be achieved by using other products of the same nature, and where these goods are directly related to research and experimental development; 25.2.20. for the procurement of financial, credit rating and financial information services required for the exercise of treasury functions; 25.2.21. in the case of the purchase of passenger transport, accommodation and other services in connection with official secondment, when purchased from the direct service provider; 25.2.22. in the case of the purchase of services on a platform for sharing user-generated information with the public, where they are purchased from the direct service provider in accordance with the uniform pricing and organisation of the services applicable to all users and where the service provider does not assume responsibility for the content of the information published; 25.2.23. services of training camps for high-performance sports in another Member State or third country and other services for athletes representing the Republic of Lithuania in high-performance sports competitions, where the service provider is selected by the organiser; 25.2.24. goods and services when they are intended to develop the autonomy of the recipients of social services and/or to meet their individual needs; 25.2.25. exhibition participation services, when purchased from the exhibition organiser, in accordance with the same pricing for all recipients; 25.2.26. publication services for scientific articles, where the selection of scientific articles to be

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	published is carried out by the direct service provider; 25.2.27. goods and/or services required for the provision of research and experimental development services, provided that the research and experimental development is financed by a private legal person and the benefits of the research and experimental development are used to meet the needs of the private legal person; 25.2.28. agricultural products and foodstuffs, when purchased from short food supply chains.
25.3. Procurement process	
25.3.1. **Preparing contract documents.** The contract documents shall be prepared in accordance with the Republic of Lithuania Law on the State Language. 25.3.2. Contract documents must be precise, clear and free from ambiguity to enable suppliers to submit tenders and the Entity to purchase what is needed. 25.3.3. The contract documents must contain: 25.3.3.1. the designation of the goods, services or works, the quantity (volume), the nature of the services to be rendered in connection with the goods, and the time limits for the supply of the goods, services or works; 25.3.3.2. the technical specification; 25.3.3.3. the terms and conditions of the contract proposed by the Entity for signature by the parties and/or the draft contract, if any, including the information set out in paragraph 25.4.2 of this Description; 25.3.3.4. if a preliminary contract is to be awarded, the contract documents shall contain the terms and conditions of the preliminary contract and/or a draft preliminary contract, if one has been prepared. The terms and conditions of the preliminary contract or the draft preliminary contract must provide for the performance of the preliminary contract, the conclusion of the main contracts and any other terms and conditions specific to the preliminary contract; 25.3.3.5. requirements for the preparation of tenders; 25.3.3.3.6. where applicable, the grounds for exclusion of suppliers (one or more of which may be determined in accordance with the provisions of Article 46 of the PPL), the qualification requirements and/or the required standards of the	25.3.1. Contract documents shall be prepared in the cases set out in paragraphs 25.2.2, 25.2.3, 25.2.5 **and** 25.2.7 of this Description. **In other cases, contract documents may be not prepared**, or, if they are decided to be prepared, the requirements shall be determined at the discretion of the Entity. 25.3.2. In the case of a survey without publication under the conditions set out in subparagraphs 25.2.4, 25.2.6, 25.2.8 to 25.2.28 of the Description, the Entity may award the contract without complying with the requirements set out in this Description for the procurement procedure. 25.3.3. Contract documents must be precise, clear and free from ambiguity to enable suppliers to submit tenders and the Entity to purchase what is needed. 25.3.4. If the Entity is active in the field of defence, operates critical information infrastructure or operates in areas considered to be part of sectors of the economy that are strategic for national security or is on the List of users of the secure network, it must ensure that, regardless of whether contract documents are prepared, the following are made available to the supplier: 25.3.4.1. information that, when carrying out procurement involving goods or services of the CPV codes included in the list provided for in Article 92(13) of the PPL, it will consider that the goods or services constitute a threat to national security in the circumstances referred to in Article 50(9) of the PL (does not apply where the producer of the goods or services or the person controlling it is included in the list of entities referred to in Article 50(10) of the PL); 25.3.4.2. information that, when procuring goods or services for which the CPV codes are included in the list provided for in Article 92(13) of the PPL, it will consider that the supplier has interests which may

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quality management system and/or the environmental management system (hereinafter referred to as the "Supplier Requirements"); 25.3.3.7. energy efficiency and environmental requirements and/or social criteria for goods, services or works in the cases and in accordance with the procedures established by the Government of the Republic of Lithuania or by the body authorised by the Government of the Republic of Lithuania, if applicable; 25.3.3.8. if the requirements set out in paragraph 25.3.3.6 of this Description are met, a list of documents confirming compliance with them; 25.3.3.8[1]. for the absence of grounds for exclusion of a supplier, the Entity shall require the submission of the European Single Procurement Document (hereinafter referred to as the "ESPD"), in accordance with the provisions of Article 50 of the PPL, or a declaration in free form, as evidence, and shall additionally indicate that certificates attesting to the absence of the grounds for exclusion of the supplier, as referred to in Article 46 of the PPL, shall not be required, except where there are reasonable doubts as to the reliability of the supplier. For compliance with the qualification requirements and/or the required quality management system and/or environmental management system standards, the Entity shall impose one of the following conditions: (1) that all suppliers submit an ESPD or a free-form declaration with their tender, and that the supplier whose tender may be successful will be required to submit documents in accordance with paragraph 25.3.3.8 of this Description; (2) that all suppliers submit documents with their tender in accordance with paragraph 25.3.3.8 of this Description; 25.3.3.9. information on how the price or costs quoted in tenders are to be calculated and expressed. The price or cost must include all taxes; 25.3.3.10. the requirement for suppliers to indicate for which lot of the contract and which sub-suppliers (if any) are used; 25.3.3.3.11. the information that the supplier must indicate which information is confidential in accordance with Article 32 of the PL; 25.3.3.12. information on the closing date, place and manner of submission of tenders;	endanger national security and prohibit the participation in the procurement of the suppliers, their sub-suppliers or the economic entities whose capabilities are relied upon, who are themselves registered or who are controlled by persons who are registered (where the supplier, its sub-supplier, the supplier, its subcontractor, the economic entity whose capacities are relied upon or the person controlling it is a natural person - resident or having the nationality) in the countries or territories referred to in the list provided for in Article 92(14) of the PPL (not applicable when the supplier, its subcontractor, the economic entity whose capacities are relied upon or the person controlling it are the entities listed in Article 47(10) of the PPL); 25.3.4.3. information that the supplier, in order to prove compliance with the requirements set out in this clause, must submit with the tender a Declaration of Conformity in the form prescribed by the Public Procurement Office, and the supplier submitting the most economically advantageous tender must submit the documents referred to in Article 52(3) of the PL and Article 51(12) of the PPL. It is also specified that documents will not be requested from the supplier submitting the most economically advantageous tender if the Entity is able to establish the conformity of the tender with the requirements from other sources. The above provisions may be waived if the circumstances set out in paragraph 4 of this Description exist. 25.3.5. **The supplier(s) is contacted orally or in writing.** In the case of a written request, the time limit for the submission of tenders shall be specified. It shall be set to allow the supplier sufficient time to prepare their tender. 25.3.6. The procedure for consulting the tenders submitted may be waived, in which case **it shall be verified that the subject of the contract proposed by the supplier is in conformity with the needs of the Entity, national security requirements (if any) and that the price proposed by the supplier is not excessive and unacceptable to the Entity.** 25.3.7. The Entity may not evaluate the supplier's tender in its entirety if it finds, after examining a part of it, that the tender must be rejected in accordance with the requirements set for it. 25.3.7[1]. Where the Entity selects the most economically advantageous tender on the basis of

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25.3.3.13. information on the possibility of encrypting tenders*;* 25.3.3.3.14. in the case of tenders submitted by means of the CPP IS, information that the suppliers or their authorised representatives are not present during the procedure for consultation of tenders; 25.3.3.15. the criteria and conditions for evaluating tenders. The Entity shall select the most economically advantageous tender in accordance with the requirements set out in Article 64(1) and (3) to (9) of the PL; 25.3.3.3.16. information as to whether and in what cases negotiations will take place during the procurement, the terms and conditions and the procedure for negotiations and whether final tenders will be requested; 25.3.3.3.17. the means by which suppliers may request clarification of the contract documents and the time limit for making such requests, whether the Entity intends to hold a meeting with suppliers to clarify the contract documents, and the means by which the Entity, on its own initiative, may clarify/adjust the contract documents; 25.3.3.3.18. the names and contact details of the procurement organiser or the members of the Commission (one or more of them) who are empowered to communicate directly with suppliers and to receive communications from them (other than through intermediaries) in connection with the contract procedures; 25.3.3.19. other information referred to in Article 48 of the PL, taking into account the needs of the Entity and the specificities of the subject of the contract; 25.3.3.3.20. if the Entity operates in the field of defence, operates critical information infrastructure, or operates in areas considered to be part of sectors of the economy that are strategically important for national security, or is included in the List of users of the secure network: 25.3.3.3.20.1. information that, when carrying out procurement involving goods or services of the CPV codes included in the list provided for in Article 92(13) of the PPL, it will consider that the goods or services constitute a threat to national security in the circumstances referred to in Article 50(9) of the PL (does not apply where the producer of the goods or services or the person controlling it is	the price criterion, it may decide to evaluate only the tender that is identified as the potential winner. If the evaluation of such a tender reveals that it cannot be declared the successful tender in accordance with paragraph 25.3.9.1 of this Description, the tender shall be rejected and the second most economically advantageous tender shall be examined further. This sequence is repeated until the successful tender is determined or all tenders received are rejected. The contract documents shall indicate that the model for evaluating tenders referred to in this paragraph will be applied. The provisions of this clause shall not apply where the contract documents provide for the possibility of negotiation. 25.3.8. If the procurement was subject to negotiation, negotiations are carried out. 25.3.9. **A decision on the winner is taken:** 25.3.9.1. A ranking of tenders is established. The ranking of tenders shall include those suppliers whose tenders were responsive to the needs of the Entity (or, if the contract documents have been prepared, to the requirements set out in the contract documents), and, if subparagraph 25.3.7(7^1) of the Descriptions is applicable, shall include in the ranking of tenders all the tenders, except for the rejected tenders, indicating which tenders were not evaluated. The ranking of tenders shall be in descending order of economic advantage. If the economic advantage of several suppliers' tenders is the same, the supplier with the earliest tender shall be ranked first in the order of the tenders. A ranking shall not be established where a single suppliers is invited to submit a tender, has submitted a tender, or the evaluation of the tenders has left a single supplier, or where the survey without publication tender is carried out orally; 25.3.9.2. The successful tender may be the one that fulfils the conditions set out in Article 58(1) of the PL**.** 25.3.10. Participants shall be informed in writing of the outcome of the procedure, in accordance with the requirements of Article 68(1) of the PL, no later than within 3 working days after the decision has been taken. 25.3.11. Where tenders have been submitted in writing, interested participants may, within 5 working days of the date of the Entity's notification of its decision to determine the successful tender, request the Entity to submit the successful tender.

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included in the list of entities referred to in Article 50(10) of the PL); 25.3.3.20.2. information that, when procuring goods or services for which the CPV codes are included in the list provided for in Article 92(13) of the PPL, it will consider that the supplier has interests which may endanger national security and prohibit the participation in the procurement of the suppliers, their sub-suppliers or the economic entities whose capabilities are relied upon, who are themselves registered or who are controlled by persons who are registered (where the supplier, its sub-supplier, the supplier, its subcontractor, the economic entity whose capacities are relied upon or the person controlling it is a natural person - resident or having the nationality) in the countries or territories referred to in the list provided for in Article 92(14) of the PPL (not applicable when the supplier, its subcontractor, the economic entity whose capacities are relied upon or the person controlling it are the entities listed in Article 47(10) of the PPL**,** and may not apply where the circumstances provided for in Article 47(11) of the PPL are present); 25.3.3.3.20.3. the information that the supplier, in order to prove compliance with the requirements set out in this clause, must submit with the tender a Declaration of Conformity in the form prescribed by the Public Procurement Office (hereinafter referred to as the "Declaration of Conformity"), and the supplier submitting the most economically advantageous tender must submit the documents referred to in Articles 52(3) of the PL and Article 51(12) of the PPL. It is also specified that documents will not be requested from the supplier submitting the most economically advantageous tender if the Entity is able to establish the conformity of the tender with the requirements from other sources. The above provisions may be waived if the circumstances set out in paragraph 4 of this Description apply. 25.3.4. **The time limit for the submission of tenders is set** so as to allow sufficient time for the supplier to prepare their tender in accordance with the requirements laid down. The minimum time limit for the submission of tenders is 3 working days from the date of publication of the notice in the CPP IS. The time required for the Public Procurement	25.3.12. The supplier whose tender is declared successful is awarded the contract or preliminary contract.

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Office to publish the notice (1 working day) must be taken into account when setting the deadline for the submission of tender. 25.3.5. **A contract notice is published** in accordance with the procedure established by the Public Procurement Office. 25.3.6. **Where enquiries are received concerning the contract documents, explanations or clarifications of the contract documents are provided**. Explanations or clarifications may also be submitted on the initiative of the Entity before the deadline for the submission of tenders. Suppliers may submit proposals for amendments to the contract documents or requests for clarifications of the contract documents no later than 2 working days before the deadline for the submission of tenders. 25.3.7. Explanations or clarifications are published by means of the CPP IS and are sent to the supplier who submitted the enquiry and to all suppliers who have joined the procurement. Where explanations or clarifications are provided at the initiative of the Entity, their publication by means of the CPP IS is deemed sufficient. Explanations or clarifications shall be submitted at least 1 working day before the deadline for the submission of tenders. If the Entity fails to submit explanations or clarifications within the time limit specified, the time limit for the submission of tenders is postponed for a period not less than the time during which the explanations or clarifications are late. If the deadline for the submission of tenders is postponed, the notice for amendments or additional information is not completed. 25.3.8. If the explanations or clarifications submitted substantially modify the requirements for the subject of the contract, the Supplier Requirements or the requirements for the preparation of tenders set out in the contract documents, the time limit for the submission of tenders is restarted from the date of publication of the explanations or clarifications by means of the CPP IS. In the event of the changes referred to above, information on the changes made is sent to all suppliers who have joined the procurement and is published in the contract documents. 25.3.9. If meetings are held with suppliers to discuss the contract documents, it is recommended to do so with each supplier individually. Minutes of	

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such a meeting are taken and record all questions and answers to questions concerning the contract documents raised during the meeting. The extract of the minutes of the meeting produced is made available by the same means and in the same way as the contract documents. The extract of the minutes may not disclose information about the participants in the meeting. 25.3.10. Where complaints are received, they are answered in accordance with the procedure and within the time limits set out in Article 109 of the PL, taking into account whether the answer to the complaint requires any revision of the contract documents. If so, they are submitted in accordance with the procedures and within the time limits set out in paragraphs 25.3.7 to 25.3.8. 25.3.11. **Consultation of tenders: after the deadline for the submission of tenders**, tenders submitted by means of the CPP IS are opened in accordance with the provisions of Article 57 of the PL. **25.3.12.** Tenders received are evaluated**:** 25.3.12.1. where the contract documents set out the Supplier Requirements and did not require an ESPD or a free-form declaration, but requested the submission of documents confirming compliance with the Supplier Requirements in accordance with Article 51 of the PPL, it is verified whether the supplier complies with the requirements on the basis of the information contained in the documents submitted; 25.3.12.2. where the contract documents set out the Supplier Requirements and required an ESPD or a free-form declaration of compliance with the Supplier Requirements, the information in the document submitted by the supplier is evaluated, and a decision is taken on the compliance with the Supplier Requirements by each supplier who submitted a tender; 25.3.12.3. where the contract documents have included national security requirements as referred to in paragraph 25.3.3.20 of this Description, the information contained in the supplier's Declaration of Conformity is evaluated, and a decision is taken on the conformity of each supplier submitting a tender with these requirements; 25.3.12.4. suppliers who meet the requirements are eligible to participate in subsequent procurement procedures. If a supplier is excluded	

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because they do not comply with the requirements laid down, they are so informed, stating the grounds for their exclusion from the procurement; 25.3.12.5. if the supplier has not been excluded, the conformity of the subject of the contract proposed with the requirements is assessed; 25.3.12.6. in the case of a non-negotiated procedure, an assessment is conducted as to whether the price quoted in the tender is excessive and unacceptable to the Entity. If the price or cost of the goods, services or works, or of their components, quoted in the tender of the supplier submitting the most economically advantageous tender appears abnormally low, justification for the abnormally low price or cost is requested in accordance with the procedure laid down in Article 66 of the PL. The procedure set out in paragraph 25.3.13 shall continue; 25.3.12.7. where the contract documents have provided for negotiation during the course of the procurement, negotiations are carried out in order to achieve the best result that meets the Entity's needs as set out in the contract documents, and in accordance with the conditions specified below: (a) all suppliers shall be subject to the same requirements, opportunities and information – the Entity shall not discriminate between suppliers in the provision of information; (b) no information obtained from the supplier during the negotiations, including information on agreements reached during the negotiations, may be disclosed to third parties or to suppliers participating in the negotiations; (c) the Supplier Requirements, the evaluation criteria and the evaluation procedure may not be negotiated. The Entity may also identify more aspects that are not negotiated; 25.3.12.8. information on the proposals received during the negotiations and the agreements reached is recorded in the minutes reflecting the progress of the negotiations and the agreements reached. If the negotiations take place in the context of a dedicated meeting, the minutes shall be signed by the members of the Commission who took part in the negotiations, or by the procurement organiser and the supplier with whom the negotiations were conducted or their authorised representative. If the negotiations are conducted by means of the CPP IS, the agreements reached by	

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the parties are not required to be signed, and the confirmation of the agreement reached by the parties by means of the CPP IS is considered sufficient. Suppliers are invited to submit final tenders if this was foreseen in the contract documents; 25.3.12.9. it is assessed whether the price proposed during the negotiations or quoted in the final tender is excessive and unacceptable to the Entity. If the price or cost of the goods, services or works, or of their components, proposed or indicated in the final tender by the supplier who submitted the most economically advantageous tender during the negotiations appears abnormally low, justification for the abnormally low price or cost shall be requested in accordance with the procedure laid down in Article 66 of the PL; 25.3.12.10. if the supplier has provided inaccurate, incomplete or erroneous documents or data concerning compliance with the requirements of the contract documents, or if these documents or data are missing, the Entity may, without prejudice to the principles of equality and transparency, request the supplier to clarify, supplement or explain these documents or data within a reasonable period of time set by it, in accordance with the Rules for clarification, supplementation or explanation of tenders established by the Public Procurement Office; 25.3.12.11. The Entity may not evaluate the supplier's tender in its entirety if it finds, after examining a part of it, that the tender must be rejected in accordance with the requirements set for it; 25.3.12.12. where the Entity selects the most economically advantageous tender on the basis of the price criterion, it may decide to evaluate, in accordance with the procedure set out in paragraph 25.3.12 of this Description, only the tender that is identified as the potentially successful tender. If the evaluation of such a tender reveals that it cannot be declared the successful tender in accordance with paragraph 25.3.14 of this Description, the tender shall be rejected and the second most economically advantageous tender shall be examined further. This sequence is repeated until the successful tender is determined or all tenders received are rejected. The contract documents shall indicate that the model for	

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evaluating tenders referred to in this paragraph will be applied. The provisions of this clause shall not apply where the contract documents provide for the possibility of negotiation. 25.3.13. **The ranking of tenders is established.** The ranking of tenders shall include those suppliers whose tenders have met the requirements set out in the contract documents (if paragraph 25.3.12.12 of the Descriptions applies, the ranking of tenders shall include all tenders, except those which have been rejected, indicating which tenders have not been evaluated). The ranking of tenders shall be in descending order of economic advantage. If the economic advantage of several suppliers' tenders is the same, the supplier with the earliest tender shall be ranked first in the order of the tenders. A ranking shall not be formed if a single supplier has submitted a tender or if, following the rejection of other tenders during the procurement procedure, one supplier remains. 25.3.14. The successful tender may be the one that fulfils the conditions set out in Article 58(1) of the PL. 25.3.15. Where an ESPD has been used in the procurement or a free-form declaration of conformity of the supplier with the Supplier Requirements and, where applicable, a Declaration of Conformity has been requested, the supplier whose tender is likely to be successful shall be contacted and requested to provide the ESPD referred to in the information or documents confirming compliance with the Supplier Requirements referred to in the free-form declaration, in accordance with the provisions of Article 51 of the PPL, and, where applicable, the documents confirming compliance with the information referred to in the Declaration of Conformity, in accordance with the requirements of Article 52(3) of the PL and Article 51(12) of the PPL. If the Entity does not have reasonable doubts as to the reliability of the supplier, no request shall be made for certificates confirming the absence of the grounds for exclusion referred to in Article 46 of the PPL. The information provided by the supplier shall be clarified, supplemented or explained in accordance with the requirements laid down in Article 58(5) of the PL and in accordance with the main principles	

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of procurement. If the supplier cannot provide these documents, they are excluded from the procurement. If the tenders have been ranked, the supplier whose tender is next in line is contacted. If the documents submitted confirm the information provided in the ESPD or the conformity with the Supplier Requirements and, where applicable, the information in the Declaration of Conformity, the supplier's tender shall be declared successful. 25.3.16. If the procurement did not use the ESPD or a free-form declaration of conformity of the supplier with the Supplier Requirements, and the supplier was requested to provide supporting documents to prove conformity with the Supplier Requirements and, where applicable, was assessed as meeting the national security requirements as set out in paragraph 25.3.15 of this Description, then the first supplier in the ranking of tenders (or, in the absence of such a ranking, the sole tenderer or the only remaining undecided tenderer) shall be declared the successful tenderer. 25.3.17. If a supplier who has been offered a contract or a preliminary contract refuses in writing to conclude it, or fails to sign the contract or preliminary contract by the time specified by the Entity, or refuses to conclude the contract or the preliminary contract on the terms and conditions set out in the PL and the contract documents, they shall be deemed to have refused to conclude the contract or preliminary contract. In such a case, or if the supplier fails to provide, by the deadline specified by the Entity, the document certifying the performance of the contract as specified in the contract documents, or fails to comply with the other conditions for its entry into force laid down in the contract, the Entity shall offer the award of the contract or the preliminary contract to the supplier whose tender, in the order of the established number of tenders, is the first after the supplier who refused to be awarded the contract or the preliminary contract, who has not provided a contract performance security or who has not fulfilled the other conditions for the entry into force of the contract, provided that the conditions set out in Article 58(1) of the PL are met. 25.3.18. If a decision is taken not to award the contract or the preliminary contract or to reopen the	

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procurement, the tenderers shall be informed of the reasons for the decision**;** 25.3.19. Interested participants may, within 5 working days of the date of the Entity's notification of its decision to determine the successful tender, request the Entity to submit the successful tender. 25.3.20. Participants shall be informed in writing of the outcome of the procedure, in accordance with the requirements of Article 68(1) of the PL, no later than within 3 working days after the decision has been taken. The supplier whose tender is declared successful is invited to conclude the contract or the preliminary contract.	
25.4. Award of the contract	
25.4.1. The contract shall be awarded and published in accordance with the requirements of Article 94(5), (6), (7) and (9) of the PL. 25.4.2. Where the contract is in writing, it shall state: 25.4.2.1. the goods, services or works to be procured, the provisional and, where possible, the exact quantity (volume); 25.4.2.2. pricing rules; 25.4.2.3. payment procedure. Payment periods must comply with the requirements set out in Article 5 of the Republic of Lithuania Law on Prevention of Delay in Payments under Commercial Contracts; 25.4.2.4. the time limits for the fulfilment of contractual obligations; 25.4.2.5. contract review clauses or options, if any; 25.4.2.6. the subcontractors, if any, to be used in the performance of the contract and the procedure for replacing them; 25.4.2.7. information that, if the supplier's qualifications as to the right to engage in the activity in question have not been verified or have not been verified in full, the supplier assumed an obligation to the Entity that the contract will be performed only by persons who are qualified to do so. 25.4.3. The other information referred to in Article 95 of the PL shall be included in the contract as required, taking into account the specificities of the subject of the contract. 25.4.4. When carrying out a survey without publication in accordance with the provisions of paragraphs 25.2.4, 25.2.6, 25.2.8 to 25.2.28 of this Description, the Entity may award a contract without complying with the requirements laid down in respect of the content and the form of the contract. 25.4.4¹. The requirements on the content of the contract may also be waived for a written contract where the estimated value of the contract is less than EUR 15 000 (fifteen thousand euro) (without value added tax) or where the content of the contract is the same for all recipients of such goods, services or works and the supplier does not modify the content of the contract according to individual needs. 25.4.5. The communication and exchange of information between the Entity and the supplier during the signing, execution and modification of the contract or preliminary contract, and the submission of invoices, shall take place in accordance with the provisions of Article 34(3) of the PL. 25.4.6. The contract or preliminary contract shall be amended in accordance with the provisions of Article 97 of the PL.	

III. FINAL PROVISIONS

26. Dispute settlement, damages, annulment of the contract and alternative sanctions are governed by the provisions of Chapter VII of the PL.

27. In the event of changes in the legal acts or guidance documents referred to in this Description, the provisions of the current version of those legal acts or guidance documents shall apply. The Description shall apply to the extent that it does not conflict with mandatory provisions of law.