

APPROVED by

Minutes of the Public Procurement Commission

**PROCUREMENT DOCUMENTATION**

**PUBLISHED SELECTIVE TENDERING**

**Interpretation services for projects implemented by CPVA in Ukraine**

1. **GENERAL PROVISIONS**
	1. The Public Institution Central Project Management Agency (hereinafter, the Contracting Authority or the CPVA) intends to procure interpretation services for projects implemented by CPVA in Ukraine.
	2. The Contracting Authority invites participants to participate in a procurement and publishes the procurement documents on the Contracting Authority's website [Viešųjų pirkimų skelbimai – CPVA](https://cpva.lt/viesieji-pirkimai/informacija-apie-tarptautiniu-projektu-igyvendinimui-skelbiamos-apklausos-budu-atliekamus-viesuosius-pirkimus). Additionally, in [EU4PFM – EU4PFM Website](https://eu4pfm.com.ua/).
	3. The communication and exchange of information between the Contracting Authority and the Suppliers shall take place by email publicprocurement@cpva.lt.
	4. The procurement shall be carried out in accordance with the “*Description of the procedure for conducting simplified public procurement by diplomatic missions of the Republic of Lithuania in foreign states, missions of the Republic of Lithuania to international organizations, consular posts and special missions, also other contracting authorities procuring abroad the supplies, services or works intended for their divisions, Diplomatic missions of the Republic of Lithuania in foreign countries, missions of the Republic of Lithuania to international organisations, consular offices and special missions, military envoys or special attachés abroad or intended for the developmental cooperation and other projects under implementation abroad*”, approved by Order No. V-809/V-188 of 31 August 2017 of the Minister of National Defence of the Republic of Lithuania and Minister of Foreign Affairs of the Republic of Lithuania (hereinafter - Description) (Annex 4) and this Procurement Documentation.
	5. The Procurement shall be carried out in accordance with the principles of equality, non-discrimination, transparency, mutual recognition, proportionality as well as the requirements of confidentiality and impartiality.
	6. All terms and conditions are set out in the procurement documentation, including:
		1. Procurement Documents including annexes;
		2. explanatory (revision) notes to the procurement documentation, as well as answers to the supplier‘s questions (if any), published on the Contracting Authority's website [Viešųjų pirkimų skelbimai – CPVA](https://cpva.lt/viesieji-pirkimai/informacija-apie-tarptautiniu-projektu-igyvendinimui-skelbiamos-apklausos-budu-atliekamus-viesuosius-pirkimus).
	7. CPVA is not a value added tax (VAT) payer.
	8. The procurement is organized and executed by the Public Procurement Commission (hereinafter - Commission). Persons authorized to maintain direct contact with the suppliers: Laura Sungailaitė-Jurčė, email: publicprocurement@cpva.lt.
	9. If there are any doubts about the transparency of this procurement, please don’t hesitate and report anonymously complaint personally and in written; via phone + 370 (8) 5 249 9239; via e-mail skaidrumas@cpva.lt to the Agency’s Working Group which is set to analyse the probability of corruption occurrences. Remaining information - <https://www.cpva.lt/en/corruption-prevention/460>.
	10. The green procurement is carried out in accordance with the "Description of the Procedure for the Application of Environmental Criteria in Green Procurement" (hereinafter referred to as the "Procedure Description"), approved by order of the Minister of the Environment of the Republic of Lithuania No D1-508 of 28 June 2011. The procurement object meets the requirements of point 4.4.3[[1]](#footnote-2) of the Procedure Description.
2. **OBJECT OF THE PROCUREMENT**
	1. The Procurement object shall be interpretationservices for projects implemented by CPVA in Ukraine (services).
	2. The object of the Procurement shall not be divided into lots, i.e., suppliers must submit tenders to the entire scope of Procurement.
	3. Submission of alternative tenders is prohibited.
	4. The Supplier, regardless of whether he participates in the Procurement individually or as a member of a group of suppliers, may submit only one tender. If the Supplier submits more than one tender ​and/or participates as a member of a group of entities in submitting several tenders, all such tenders will be rejected.
	5. The Technical Specification (Annex 1) sets out the requirements for the Services, their scope, and the time limit for their provision.
	6. **The approved procurement budget is 158,000.00 EUR, including VAT.**
	7. **If any rates offered by the supplier exceed the maximum rates specified in Annex 2 "Tender Form", those rates will be considered excessive and unacceptable, and the supplier's tender will be rejected according to point 12.1.3 of the procurement conditions.**
3. **EXECUTION OF THE PROCUREMENT**
	1. The published selective tendering procedure shall be conducted by email publicprocurement@cpva.lt, under the provisions of Chapter VII of the Description.
	2. The procurement shall consist of the following stages:
		1. Suppliers shall submit their tenders by email publicprocurement@cpva.lt in accordance with the procedure set out in these procurement documents;
		2. The Contracting Authority will evaluate the tenders as provided for in Chapter XII of the Procurement Documents.
		3. the Contracting Authority will check the qualification referred to in point 7.1 of the Procurement Documents only for the supplier who submits the most economically advantageous tender;
		4. the Contracting Authority, having evaluated the tenders, shall determine the ranking of tenders and decide on the successful supplier offering the most economically advantageous tender;
		5. the Contracting Authority shall sign a contract with the successful tenderer.
4. **REQUIREMENTS FOR PREPARATION AND SUBMISSION OF TENDER**

4.1. The tender must be submitted by email publicprocurement@cpva.lt by the deadline specified in the invitation published on the Contracting Authority's website.

4.2. **Tender consists of:**

4.2.1. **Completed and signed Tender Form (Annex 2);**

4.2.2.**Signed documentation referred to in Section 6 of Tender form** **(Annex 2)**.

4.3. Initial familiarisation with tenders received by email publicprocurement@cpva.lt shall start after the deadline for submitting tenders.

4.4. CPVA shall not be responsible for any unforeseen events that may have resulted in failure to submit or late receipt of the Tender.

4.5. The price of the Services offered must be specified in euros and expressed and calculated in accordance with Tender Form (Annex 2) to this Procurement Documentation (rounded to two decimal places). The Tender will be evaluated in euros.

4.6. The Tender must be signed in any of the following ways:

4.6.1. with a qualified electronic signature. If the Supplier certifies the documents using an electronic rather than a physical signature, the electronic signature must meet the requirements set out in Points 2 and 3 of Paragraph 11 of Article 22 of the Law on Public Procurement (LPP).

4.6.2. a scanned document certified with a physical signature shall be attached.

4.7. By signing the tender, the Supplier confirms the authenticity of the accompanying annexes. In this case, annexes to the tender may not be signed separately. If the Tender is not signed by the head of the entity, a mandate to sign this Tender must be provided.

4.8. The Supplier who intends to use a subcontractor for the performance of the Contract in Tender Form (Annex 2) must indicate this subcontractor and the part of the Contract for which it is intended to be used (if known).

4.9. The Tender shall be valid not less than 60 days from the date of submission of the Tender.

4.10. Before the expiry of the deadline for submitting tenders, the Supplier shall have the right to amend or cancel his tender by email publicprocurement@cpva.lt. After the deadline for submitting tenders, such an amendment or notice of tender cancellation will not be recognized valid.

1. **EXPLANATION AND REVISION OF THE PROCUREMENT DOCUMENTATION**

5.1. Procurement Documentation, any explanations, and supplements thereof, including notifications to the Suppliers, corrections of the arithmetic errors specified in the tender, supporting documents for an abnormally low price, shall be submitted and transferred by email publicprocurement@cpva.lt.

5.2. The Supplier may ask the Commission to explain the Procurement Documentation. The Commission shall respond to each of the Supplier's written requests to explain the Procurement Documentation received at least 3 working days before the deadline for submission of tenders. The Commission may respond to the written requests received later if there is sufficient time to prepare and send a reply. When answering the Supplier’s questions, the Commission shall also publish explanations on the Contracting Authority's website under the procurement documents, without identifying the author of the request to clarify the terms of the procurement.

5.3. Before the deadline for submission of tenders, the Commission is entitled to explain (clarify) the Procurement Documentation on its own initiative. Explanations shall be published on the Contracting Authority's website under the procurement documents. If time is not enough, the deadline for submission of tenders shall be extended. The extended deadline will be published on the Contracting Authority's website under the invitation.

1. **GROUNDS FOR EXCLUSION OF SUPPLIERS**

6.1. The Supplier (including each member of the group of suppliers individually if the tender is submitted by a group of suppliers), and for a Supplier relying on the capacity of economic operators in accordance with Article 49 of the LPP, each economic operator individually must be free from the grounds for exclusion of a supplier as set out in Declaration of Honour on Grounds for Exclusion (Annex 3). For each of the economic operators (supplier, joint venture partners [if the tender is submitted by a group of economic operators] and/or other economic operators [if their capacities are relied upon]), a duly completed and signed declaration by those economic operators shall be submitted, confirming that they are free from the grounds for exclusion of a supplier as set out in Annex 3.

6.2. The Contracting Authority shall not check the grounds for exclusion of natural persons (professionals) on whose capacity the supplier relies in accordance with Article 49 of the PPL and who, in the event of the award of the contract, the supplier intends to employ (quasi-suppliers).

1. **QUALIFICATION REQUIREMENTS FOR THE SUPPLIERS**

7.1.The Commission, to make certain that the Supplier is competent, reliable and will be able to fulfil the public contract, establishes the following qualification requirements for Suppliers:

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| **No.** | **Qualification requirements** | **Documents proving compliance**(to be provided on request to the contracting authority) | **Entity that must meet the qualification requirement** |
| 7.1.1 | Consecutive interpretation: The supplier has, within the last 3 years, or within the period from the date of the Supplier’s registration(if the Supplier has been established for less than 3 years) until the closing date for the submission of tenders, duly provided consecutive interpretation services from English into Ukrainian and from Ukrainian into English[[2]](#footnote-3) under one or more contracts at official international events[[3]](#footnote-4) (at conferences and/or training sessions and/or discussions and/or other international meetings), and the total value of the services provided at such events is not less than EUR **52  000,00** excluding VAT (for ongoing contracts – the completed part).  | The supplier who, according to the evaluation results, may be recognized as the winner, shall, at the request of the contracting authority, submit: 1. A list of services provided by the supplier over the last 3 years or since the date of registration of the supplier (if the supplier has been operating for less than 3 years) in accordance with the form provided in Annex 5 to the Procurement Conditions; 2. Certificates from the customers listed in the supplier's list confirming the **proper** performance of the services or other documents from the customer and/or supplier proving the proper performance of the services. If the supplier submits documents other than those of the customer to substantiate the proper performance of the services, it must also provide an explanation of how those documents prove the proper performance of the services. Proper performance of the services shall be deemed to be substantiated if the supporting documents (certificates, etc.) confirm that the supplier's contractual obligations have been properly fulfilled. The contracting authority may, on a separate request, ask for copies or extracts of executed contracts and documents describing the subject-matter of the contract (e.g. terms of reference, handover certificates) in order to verify or clarify the information provided.The contracting authority reserves the right to contact the customer's contact person indicated by the supplier without prior notice in order to clarify the information concerning the services provided. | In the case of a group of economic operators, the requirement must be met by all the members of the group of economic operators jointly (the experience of the members of the group of economic operators shall be aggregated), taking into account the commitments made by them.A supplier may rely on the capacities of other economic operators only if those operators themselves will perform the part of the contract requiring their own capacities. Subcontractors are not subject to this requirement.A supplier is allowed to rely on a contract that has been executed not only by them but also in collaboration with other economic operators. However, in this situation, the evaluation should focus on the services provided specifically by the supplier involved in the procurement process, considering the volume and value of those services, rather than the entire subject matter of the contract that was performed. |
| 7.1.2. | Simultaneous interpretation: The supplier has, within the last 3 years, or within the period from the date of the Supplier’s registration (if the Supplier has been established for less than 3 years) until the closing date for the submission of tenders, duly provided simultaneous interpretation services from English into Ukrainian and from Ukrainian into English[[4]](#footnote-5) under one or more contracts at official international events[[5]](#footnote-6) (at conferences and/or training sessions and/or discussions and/or other international meetings), and the total value of the services provided at such events is not less than EUR **52  000,00** excluding VAT (for ongoing contracts – the completed part).  | The supplier who, according to the evaluation results, may be recognized as the winner, shall, at the request of the contracting authority, submit: 1. A list of services provided by the supplier over the last 3 years or since the date of registration of the supplier (if the supplier has been operating for less than 3 years) in accordance with the form provided in Annex 5 to the Procurement Conditions; 2. Certificates from the customers listed in the supplier's list confirming the **proper** performance of the services or other documents from the customer and/or supplier proving the proper performance of the services. If the supplier submits documents other than those of the customer to substantiate the proper performance of the services, it must also provide an explanation of how those documents prove the proper performance of the services. Proper performance of the services shall be deemed to be substantiated if the supporting documents (certificates, etc.) confirm that the supplier's contractual obligations have been properly fulfilled. The contracting authority may, on a separate request, ask for copies or extracts of executed contracts and documents describing the subject-matter of the contract (e.g. terms of reference, handover certificates) in order to verify or clarify the information provided.The contracting authority reserves the right to contact the customer's contact person indicated by the supplier without prior notice in order to clarify the information concerning the services provided. | In the case of a group of economic operators, the requirement must be met by all the members of the group of economic operators jointly (the experience of the members of the group of economic operators shall be aggregated), taking into account the commitments made by them.A supplier may rely on the capacities of other economic operators only if those operators themselves will perform the part of the contract requiring their own capacities. Subcontractors are not subject to this requirement.A supplier is allowed to rely on a contract that has been executed not only by them but also in collaboration with other economic operators. However, in this situation, the evaluation should focus on the services provided specifically by the supplier involved in the procurement process, considering the volume and value of those services, rather than the entire subject matter of the contract that was performed. |
| 7.1.3.  | The supplier must offer qualified specialists who have the necessary knowledge and experience required for the proper provision of services. Specialists must meet the requirements specified below. Note. The contracting authority specifies the required competencies and the minimum number of specialists meeting the required competencies in the points below. The same specialist may perform the functions of several specialists (i.e., may be proposed for both the specialist duties specified in point 7.1.3.1 and point 7.1.3.2). | The Supplier that can be declared successful on the basis of the evaluation results will be required to provide the Contracting Authority, upon request, with a list of the qualified professionals to be assigned to the performance of the Contract (in Annex 5 of the Procurement Conditions).If the supplier offers a translator who is not a native speaker of Ukrainian, it shall provide documents specified in Paragraphs 7.1.3.1 and 7.1.3.2. | If a group of economic operators submits the tender, the requirement must be met by the specialists of the member(s) of the group of economic operators, taking into account their obligations to perform the procurement contract. A supplier may rely on the capacities of other economic operators only if those operators (their employees) themselves will perform the part of the procurement contract that requires their capacities.For subcontractors: if the supplier (its specialists) itself meets the established requirement, but intends to use subcontractors (its specialists), the subcontractors' specialists must meet the established requirements if the subcontractors (their employees) themselves will perform the part of the procurement contract that requires the established qualifications. |
| 7.1.3.1. | Consecutive interpreting: The supplier must offer at least two interpreters who will provide consecutive interpreting services from/into English and Ukrainian, each of whom must have: 7.1.3.1.1. at least 200 hours of experience in consecutive interpreting from/into English and Ukrainian over the last 3 years; 7.1.3.1.2. the location of the translations referred to in point 7.1.3.1.1 is official international events (as defined in footnote 3 above), both remotely and physically (as defined in footnote 2); 7.1.3.1.3. the topics of the translations referred to in point 7.1.3.1.1 must be:• European integration and/or• public finance management and/or• the EU enlargement process and accession negotiations and/or issues falling within the competence of the Ukrainian customs authorities and/or • the body of European Union legislation, principles, and policies (*acquis communautaire*) that candidate countries (e.g., Ukraine) must transpose into national law and implement in practice. If the supplier offers a translator who is not a native speaker of Ukrainian, such a translator must additionally have obtained a C2 European level certificate (or equivalent) in Ukrainian, or a higher university or non-university education or equivalent, which must be obtained in Ukrainian. | See Paragraph 7.1.3 |  |
| 7.1.3.2. | Simultaneous interpreting:The supplier must offer at least 2 (two) interpreters who will provide simultaneous interpreting services from/into English and Ukrainian, each of whom must have: 7.1.3.2.1. at least 300 hours of experience in simultaneous interpreting from/into English to/from Ukrainian over the last 3 years; 7.1.3.2.2. the location of the translations referred to in point 7.1.3.2.1 shall be official international events (as defined in footnote 5);7.1.3.2.3. the topics of the translations referred to in point 7.1.3.2.1 shall be: • European integration and/or • public finance management and/or• the EU enlargement process and accession negotiations and/or;• issues falling within the competence of the Ukrainian customs authorities and/or• translations related to the body of European Union legislation, principles, and policies (*acquis communautaire*) that candidate countries (e.g., Ukraine) must transpose into national law and implement in practice. If the proposed translator is not a native speaker of Ukrainian, such a translator must additionally have obtained a C2 European level certificate (or equivalent) in Ukrainian, or a university or non-university degree or equivalent, which must be obtained in Ukrainian. | See Paragraph 7.1.3 |  |

7.2. The supplier's qualifications must be acquired before the deadline for the submission of tenders. In the procurement documents, the terms 'in the last 3 years'; 'in the recent 3 years' shall mean the period of 3 years preceding the deadline for submission of tenders. Where a contract is used to justify a supplier's qualification which was started more than 3 years before the deadline for the submission of tenders, but completed within the 3 years being evaluated, the contract may be used to justify the qualification if it meets the other requirements for which it is used. In the case of such a contract, the part of the contract executed during the 3 years evaluated will be considered.

7.3. In submitting a tender, the Supplier shall undertake to the Contracting Authority that the Contract will be performed only by persons entitled to engage in the relevant activity. At the request of the Contracting Authority, the Supplier will have to submit documents proving that the Contract is performed by persons entitled to engage in the relevant activity.

1. **SPECIAL REQUIREMENTS RELATED TO SAFEGUARDING NATIONAL SECURITY INTERESTS**

8.1. This Procurement is related to national security and therefore has specific requirements to ensure the national security interests of the Beneficiary country:

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| **No.** | **Requirement of compliance with national security interests** | **Documents proving compliance with the requirement** |
| 8.1.1. | The supplier, its subcontractors, the economic entities whose capacities are relied upon, or persons controlling them must not constitute a threat to national security of the beneficiary state. | The Supplier shall declare at the time of the submission of the tender the absence of the prohibited conditions referred to in this point. |
| 8.1.2. | ***Article 45(21) of the LPP***In the event of mobilisation, war, state of emergency, or where the Government of the Republic of Lithuania, having assessed the risk that the factors which have led or may lead to the declaration of mobilisation, the imposition of martial law, or the imposition of a state of emergency pose a threat to national security, has taken a decision on the applicability of the provisions of this Directive, none of the following conditions or parts of conditions may be fulfilled:1) the supplier, its sub-supplier, the economic operators whose capacities are relied upon, or the persons controlling them[[6]](#footnote-7), are legal persons registered in the countries or territories referred to in the list referred to in Article 92(15) of the LPP;2) the supplier, its sub-supplier, the economic operator whose capacities are relied upon, or the persons controlling them, are natural persons permanently residing in, or possessing the nationality of, the States or territories referred to in the list referred to in Article 92(15) of the LPP;3) the services are supplied from, the countries or territories referred to in the list provided for in Article 92(15) of the LPP;4) The Government of the Republic of Lithuania, in accordance with the criteria laid down in the Law on the Protection of Important Objects for Ensuring National Security, has adopted a decision confirming that the entities specified in points 1 and 2 of this requirement or the transaction intended to be concluded (concluded) with them do not meet the interests of national security;5) the Contracting authority has information from the competent authorities that the entities specified in points 1 and 2 of this requirement have interests that may pose a threat to national security;6) the supplier, its subcontractor, the economic operator whose capacities are relied upon, is operating in the countries or territories referred to in the list referred to in Article 92(15) of the LPP, or is a member of, or the head of, a group of economic operators, any member of which is operating in the countries or territories referred to in the list referred to in Article 92(15) of the LPP, another member of a management or supervisory body or any other person(s) having the right to represent or control the supplier, subcontractor, economic operator whose capabilities are relied upon, to take a decision on its behalf or to conclude a contract, and thus participates in the activities of such groups of economic operators and/or economic operators. | The Supplier shall declare at the time of submission of the tender that the circumstances referred to in point 8.1.2 do not exist. If the Contracting Authority has doubts as to the correctness of the information provided by the supplier in support of the requirements set out in this point, it shall request the supplier submitting the most economically advantageous tender to provide: a copy of the instruments of incorporation of the legal entity, certified by the head of the legal entity, an extract from the Register of Legal Entities, a copy of the extract from the information system for participants in legal entities, a copy of the document proving the identity of the person concerned (ID or passport), a copy of the document proving the authorization to carry out the economic activity concerned (e.g. a business license, a certificate of sole proprietorship etc.), and the following a copy of the certificate of declared residence or relevant documents from a Member State or from a third country, or other documents acceptable to the Contracting Authority.The Contracting Authority may also request these documents from tenderers at any time during the procurement procedure, provided that this is necessary to ensure the proper conduct of the procurement procedure.Documents which do not specify a time limit for their validity must be issued or printed from the information system not earlier than 3 months before the date on which the supplier is requested by the Contracting Authority to provide the documents.The Contracting authority, in order to assess the compliance of the supplier, its sub-supplier, the economic operator whose capacities are relied upon, the manufacturer of the goods (including their components, packaging) offered by the supplier, or the persons controlling them to the requirement, may apply to the competent authorities for the provision of information related to these entities. |
| 8.1.3. | **Article 11(1) of Regulation (EU) 2024/79 of the European Parliament and of the Council establishing the Ukraine Facility[[7]](#footnote-8) (nationality/place of registration of the supplier, subcontractor, economic operator whose capacity is relied upon)**The supplier, its subcontractors, the economic operators whose capacities are relied upon must be established (if the entity is a natural person - having the nationality of a natural person) in the following countries:**a) Member States of European Union, Ukraine, Western Balkan partners, Georgia and Moldova and Contracting Parties to the Agreement on the European Economic Area;****b) countries which provide a level of support to Ukraine comparable to that provided by the Union taking into account the size of their economy and for which reciprocal access to external assistance in Ukraine is established by the Commission fo European Union.** | 1) The supplier declares (non-)compliance with the requirement by submitting a tender;2) at the request of the contracting authority, the supplier submitting the most economically advantageous tender will be required to provide one or more of the following documents: a copy of the legal entity's constituent documents certified by the head of the legal entity, an extract from the Register of Legal Entities, a copy of the identity document (ID card or passport), a copy of the authorisation to carry out the relevant economic activity (e.g. a business license, individual activity certificate, etc.) a or the relevant documents from a Member State of European Union or a third country, or other documents acceptable to the contracting authority. The Contracting Authority may also request these documents from the tenderers at any time during the procurement procedure, provided that this is necessary to ensure the proper conduct of the procurement procedure.Documents which do not specify a time limit for their validity must be issued or printed from the information system not earlier than 3 months before the date on which the supplier is requested by the Contracting Authority to provide the documents. |
| 8.1.4. | ***Article 5k of Regulation (EU) 2022/576[[8]](#footnote-9)***The supplier, its subcontractor or the economic operator whose capacities are relied upon shall not satisfy any of the following conditions:1) the supplier, its sub-supplier or the economic operator whose capacities are relied upon, where such sub-suppliers or economic operators account for at least 10 (ten) percent of the value of the contract, is a Russian citizen, natural or legal person, entity or body established in Russia;2) the supplier, its subcontractor or the economic operator whose capacities are relied upon, where such subcontractors or economic operators account for at least 10 (ten) percent of the value of the procurement contract, is a legal person, entity or organisation in which more than fifty (50) per cent of the ownership rights are held, directly or indirectly, by an entity referred to in point 1;3) the supplier, its subcontractor or the economic operator whose capacities are relied upon, where such subcontractors or economic operators account for at least ten 10 (ten) percent of the value of the contract, is a natural or legal person, entity or body acting in the name of, or at the behest of, an economic operator referred to in points 1 or 2 of this paragraph.***International sanctions*** The supplier, the sub-suppliers, the entities whose capacities supplier relies on, are not subject to international sanctions implemented in the Republic of Lithuania, as defined in the Law on International Sanctions of the Republic of Lithuania | The Supplier shall declare at the time of the submission of the tender the absence of the prohibited conditions referred to in this point. |
| 8.1.5. | ***National grounds for safeguarding national security interests in the beneficiary country***The supplier, subcontractors, economic operators whose capacities are relied upon are not subject to sanctions as a result of the armed aggression of the Russian Federation against Ukraine and to sanctions in accordance with the Law on Sanctions of Ukraine. | The Supplier shall declare at the time of the submission of the tender the absence of the prohibited conditions referred to in this point. |

1. **EVALUATION OF TENDERS**

9.1. CPVA shall evaluate the tenders not rejected and select the most economically advantageous tender according to its **price.**

9.2. The examination and evaluation of tenders shall be carried out on a confidential basis, without the presence of representatives of the suppliers who submitted tenders.

* 1. The Commission examines the supplier's proposal:

9.3.1. verify whether suppliers have properly declared the absence of grounds for exclusion and compliance with national security requirements;

9.3.2. verify, in accordance with the procedure laid down in the procurement documents, that the successful supplier meets the prescribed qualification requirements;

9.3.3. checks that the tender meets the requirements set out in the procurement documents;

9.3.4. if the tenderer has provided inaccurate, incomplete or false documents or data concerning its compliance with the requirements of the procurement documents or such documents or data are missing, may, without prejudice to the principles of equality and transparency, to request the tenderer to adjust, supplement or clarify these documents or data within a reasonable time limit fixed by it. Tenders may be adjusted, supplemented or clarified in accordance with Rules for clarification, supplement or explanation of proposals, approved by the Order No. 1S-240 of the Director of the Public Procurement Office dated December 30, 2022 "Approval of Rules for Clarification, Supplement or Explanation of Proposals");

9.3.5. when the price quoted in a submitted tender appear to be abnormally low, have the right and, if intending to reject the tender, be under the obligation to require the supplier to provide a justification of the offered price. The price of services quoted in tenders must in all cases be considered abnormally low if they are 30% or more below the arithmetic average of the prices offered by all suppliers whose tenders have not been rejected for other reasons and whose offered price do not exceed the funds allocated for the procurement, as determined and recorded in the documents drawn up by the Contracting Authority prior to the launching of the procurement procedure;

9.3.6. verifies that the price offered is not excessive and unacceptable to the contracting authority;

9.3.7. verify, in accordance with the procedure laid down in the procurement documents, that the successful supplier meets the prescribed qualification requirements.

9.4. The Commission may refuse to evaluate the supplier's tender in its entirety if, after examining part of it, it finds that the tender must be rejected in accordance with the requirements of the Description and the procurement documentation.

1. **EXPLANATION AND REVISION OF THE TENDER**

10.1. Any explanations, and supplements thereof, including notifications to the Supplier, corrections of the arithmetic errors specified in the tender, supporting documents to abnormally low price, shall be submitted and transferred by email publicprocurement@cpva.lt.

10.2. In case the Supplier has provided inaccurate or incomplete data on its tender, the Commission will be obliged to request the Supplier to supplement or explain the data within a reasonable timeframe without prejudice to the principles set out in Paragraph 7 of the Description.

10.3. The Commission, having found errors in the calculation of the price specified in the tender, shall request the Supplier to correct the arithmetic errors found in the tender within a period set by the Commission without changing the price declared at the time of opening the tenders. When correcting the arithmetic errors in the tender, the Supplier shall have no right to refuse the price components or add new components.

10.3. If the price for the Services in the tender submitted by the Supplier seems abnormally low, the Contracting Authority will request the Supplier justify the price, and if the Supplier fails to provide adequate evidence of price validity, the Contracting Authority will reject the tender.

10.4. In case of any questions about the contents of the tenders and upon the request of the Commission, the tenderers must provide additional explanations within the timeframe set by the Commission without changing the substance of the tender.

1. **NEGOTIATIONS**

11.1. Not applicable.

**XII. REASONS FOR REJECTION OF TENDERS**

12.1. The Contracting Authority shall reject the tender if:

12.1.1. the Tenderer has not specified, supplemented or explained information within the time period specified by the Contracting Authority as prescribed in subparagraph 74.3 of the Description;

12.1.2. the tender did not meet the requirements set out in the Procurement documentation;

12.1.3. the prices (rates) offered by the tenderer were too high and unacceptable for the Contracting Authority;

12.1.4. the tender quotes an abnormally low price and the Supplier fails to submit or does not submit adequate evidence of the validity of the lowest price offered;

12.1.5. the tenderer has provided false information on the compliance to the requirements set, which can be proven by the Contracting Authority by any legal means;

12.1.6. the Supplier has submitted an alternative tender; its tender and alternative tender(s) will be rejected;

12.1.7. non-compliance with at least one of the conditions relating to the safeguarding of national security interests provided for in Clause 8 of the Procurement documents is established;

12.1.8. Supplier does not meet the qualification requirements set out in Procurement Documentation;

12.1.9. Supplier meets at least one of the grounds for exclusion;

12.1.10. if the supplier fails to submit the completed Tender form (Annex 2) as required in the Procurement Documents;

12.1.11. in other cases provided for in the Description.

1. **PREPARATION OF THE RANKING SEQUENCE OF TENDERS AND DETERMINATION OF THE SUCCESSFUL TENDER**

13.1. To decide on the successful tender, the Contracting Authority shall immediately evaluate the submitted tenders of the suppliers and draw up the ranking sequence of the tenders (except in cases where the tender is submitted by one Supplier only). The ranking sequence of tenders shall be drawn up in order of descending economic advantage. In cases where the economic advantage in the tenders of a few tenderers is the same, the Supplier of the earliest submitted tender shall be ranked first in the ranking sequence of tenders.

13.2. Information on the results of the open procedure shall be made available to all the tenderers without delay, but no later than within 5 working days of the date of the decision to determine the successful tender. The Contracting Authority shall inform the interested Suppliers by email publicprocurement@cpva.lt about the decision to determine the successful tender, for which the procurement contract will be concluded, specifying the determined ranking sequence of the tenders, the successful tender, and the exact deferment period (if applicable). The Contracting Authority must also state the reasons for the decision not to award a contract, or to recommence the procurement procedure.

13.3. The Commission shall notify the Suppliers of the tenders which have been rejected specifying the reasons for the rejection within the time specified in paragraph 13.2 of the Procurement Documentation.

**XIV. DISPUTE SETTLEMENT PROCEDURE**

14.1. All the disputes shall be dealt with in accordance with the requirements of paragraph 104 of the Description.

**XV. CONCLUSION AND TERMS AND CONDITIONS OF THE CONTRACT**

15.1. The Supplier shall be invited to sign the Contract by email publicprocurement@cpva.lt. The Contracting Authority shall specify the time for the Supplier who has won the procurement to sign the Contract. The time for signing the Contract may be set in a separate notice or in the notice of the successful tenders.

15.2. In cases where the Procurement Contract is concluded in writing and the Supplier to which the Procurement Contract was proposed refuses to enter into the contract or fails to sign the contract before the deadline specified by the Contracting Authority, or refuses to conclude the procurement contract under the conditions set out in this Description and the procurement documentation, the Contracting Authority shall propose the conclusion of the Procurement Contract to the Supplier the tender of which according to the ranking of the tenders is the first after the Supplier who refused to conclude the Procurement Contract.

15.4. When concluding the Procurement Contract, the tender price of the winner as well as the terms and conditions of the procurement set in the Procurement Documentation and the Tender shall not be amended.

15.5. Essential terms and conditions of the Contract:

15.5.1. The Supplier undertakes to provide the Services during the term of the Contract in accordance with Orders placed by the Contracting Authority.

15.5.2. Method of calculating the price applicable to the contract: Pricing for reimbursement of contract performance costs.

15.5.3. The price of the Contract is EUR 158,000.00 including VAT (Contract Price).

It consists of two parts:

Part 1 – a fixed price. The fixed prices specified in the supplier's proposal, excluding VAT apply. The Contracting Authority purchases services according to need at the rates specified in the Annex 2 „Tender form“ without exceeding the Contract price. The quantity of Services specified in separate lines in the Annex 2 „Tender form“ may be changed (increased or decreased).

Part 2 - Actual expenses incurred by the Supplier directly related to the performance of the Contract. The specific expenses specified in Annex 1 „Technical Specification“ to the Contract shall be included in the price payable to the Supplier under the Contract. These costs may not include the Supplier's profit (profit is included in the prices of the Services) and the Supplier must confirm the costs incurred by third-party documents (invoices, etc.). The Contracting Authorityshall have no obligation to purchase the preliminary quantity of the Services or any part thereof.

15.5.4. For the Services ordered under the certain Project(s) the rate of 0 % VAT shall be applied in accordance with the paragraph 3.3. article 3 of the Framework Agreement between the Government of Ukraine and the Commission of the European Union (ratified by the application of the Law of Ukraine № 360-VI (360-17) of 03.09.2008), EU-funded contracts are not subjects to payment of VAT, stamp duty, registration or other similar fees in Ukraine, regardless whether such fees exist or should be implemented, and regardless of whether these contracts are signed with persons from Ukraine or other countries and paragraph 197.11 article 197 of the Tax Code of Ukraine exempt from taxation of transactions for the supply of goods and services in the customs territory of Ukraine and the importation into the customs territory of Ukraine of goods financed by international technical assistance provided in accordance with international treaties of Ukraine, consent to be binding in the manner prescribed by law. Also, in accordance with the Resolution of the Cabinet of Ministers of Ukraine dated 15.02.2002 No. 153 "On the creation of a unified system of attraction, use and monitoring of international technical assistance", the Beneficiary, to certify his right to tax exemption in accordance with the international treaties of Ukraine submits the following documents to the Supplier: a) endorsed by the stamp of the Beneficiary a copy of the registration card for the project of international technical assistance, within the framework of which the purchase goods, services, and works is done, issued by the Ministry of Economic Development and Trade of Ukraine; b) certified by the stamp of the Beneficiary a copy of the procurement plan. The purchase of goods, works and services is carried out at the expense of the implementor of the international technical assistance project and corresponds to the category (type) of goods, works and services specified in the procurement plan. CPVA will provide necessary documentation proving that for the certain Project(s) the rate of 0 % VAT shall be applied. If the mentioned documents for certain Project(s) are not provided and the services are subject to VAT, the standard VAT % shall be applied.

15.5.5. The contract rates will be recalculated due to a change in the VAT rate. If, during the performance of the Contract, there is a change in the legislation governing the payment of VAT that directly affects the price of the Services provided by the Supplier in the Contract, the Contract price shall be recalculated without any change in the price of the Services excluding VAT. The recalculation shall be formalised by an Contract within 14 (fourteen) days at the latest of the change in the legislation governing the payment of VAT, which shall become an integral part of the Contract. The recalculated Contract price shall apply to that part of the Services to be provided from the date specified in the Contract.

15.5.6. The Service Provider shall be paid for the Services provided properly and in a timely manner within 20 (twenty) calendar days from the day of receipt of a proper invoice and act of acceptance of Service by the CPVA.

15.5.7.No advance payment is provided.

15.5.9. The supplier shall pay CPVA a contractual penalty equal to 10 percent of the price of the services provided for any shortcomings/non-conformities with the Technical Specification that are irreparable or have not been remedied within a reasonable period of time specified by CPVA. This provision also applies if the translation is of poor quality and/or the translator fails to comply with other requirements set out in the Technical Specification, and as a result CPVA requests a replacement translator but the supplier does not comply with this request.

15.5.10. The supplier shall pay CPVA for services not provided if the services were not provided within the time set by CPVA, a contractual penalty equal to 10 percent of the value of the services not provided.

15.5.11. In the event of termination of the Contract due to a essential breach of the Contract, a penalty of 10 per cent of Contract Price in EUR inclusive of VAT shall be payable.

15.5.12. Unjustified termination of the Contract outside the procedure set out in the Contract shall be subject to a penalty of 10 per cent of the Contract price in EUR value inclusive of VAT.

15.5.13. Failure by the Supplier to comply with its confidentiality obligations shall be subject to a penalty of 5 % of the Contract price in EUR, including VAT.

15.5.14. If during the performance of the Contract, it is established that the supplier, its subcontractors, the economic entities whose capacities are relied upon, or persons controlling them, or Goods supplied by the Supplier (including the manufacturers of the goods) pose a threat to the national security of the Beneficiary state and/or satisfies at least one of the prohibited conditions provided for in the Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, including amendments made by Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014, and/or Council Regulation (EU) No 269/2014 of 17 March 2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine, including amendments made by Council Implementing Regulation (EU) 2022/581 of 8 April 2022 and / or in Paragraph 21 of Article 45 of the Law on Public Procurement of the Republic Lithuania, a fine shall be applied.

15.5.15. Essential terms of the Contract:

15.5.15.1. rates specified in the supplier's tender;

15.5.15.2. the deadlines for the provision of services specified in the Technical Specification;

15.5.15.3. the procedures for the use of new specialists/subcontractors;

15.5.15.4. the national and international sanctions against the supplier and subcontractors;

15.5.15.5. *This paragraph shall apply in case of mobilization, war, state of emergency or when the Government of the Republic of Lithuania, having assessed the risk that the factors due to which mobilization was or may be declared, a state of war or emergency threatens national security, has made a decision on the application of Public Procurement Law Article of Republic of Lithuania Article 45 part 21 provision:*

1) when Supplier, subcontractor, economic subject whose capacity is relied on, Goods offered by the Supplier (including their components, packaging) manufacturer or the persons controlling them are legal persons which are registered in the countries or territories listed in Article 92 part 15 of the Public Procurement Law of Republic of Lithuania;

2) when the Supplier, subcontractor, economic subject whose capacity is relied on, Goods offered by the Supplier (including their components, packaging) manufacturer or the persons controlling them are physical persons permanently residing or having citizenship in the list provided in Article 92 part 15 of the Public Procurement Law of Republic of Lithuania;

3) when the Goods (including their components, packaging) originate or the related services are provided from the states or territories specified in the list provided for in Article 92 part 15 of the Public Procurement Law of Republic of Lithuania;

4) when the Government of the Republic of Lithuania, in accordance with the criteria laid down in the Law on the Protection of Important Objects for Ensuring National Security, has adopted a decision confirming that the entities specified in points 1 and 2 of this requirement or the transaction intended to be concluded (concluded) with them do not meet the interests of national security;

5) when CPVA has information from the competent authorities that the entities specified in points 1 and 2 of this requirement have interests that may pose a threat to national security;

6) when the supplier, its subcontractor, the economic operator whose capacities are relied upon, is operating in the countries or territories referred to in the list referred to in Article 92(15) of the Public Procurement Law of Republic of Lithuania, or is a member of, or the head of, a group of economic operators, any member of which is operating in the countries or territories referred to in the list referred to in Article 92(15) of the the Public Procurement Law of Republic of Lithuania, another member of a management or supervisory body or any other person(s) having the right to represent or control the supplier, subcontractor, economic operator whose capabilities are relied upon, to take a decision on its behalf or to conclude a contract, and thus participates in the activities of such groups of economic operators and/or economic operators.

15.5.15.6. when Supplier meets the criteria established in Article 5k of Council of European Union Regulation No. 2022/576 of 8 April 2022, amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia’s actions destabilising the situation in Ukraine:

(a) a Russian national, or a natural or legal person, entity or body established in Russia;

(b) a legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50 % by an entity referred to in point (a) of this paragraph; or

(c) a natural or legal person, entity or body acting on behalf or at the direction of an entity referred to in point (a) or (b) of this paragraph,

including, where they account for more than 10 % of the contract value, subcontractors, suppliers or entities whose capacities are being relied on within the meaning of the public procurement Directives.

15.5.15.7. when the Supplier meets the criteria established in Council Implementing Regulation (EU) 2022/581 of 8 April 2022.

15.5.15.8. in all cases when it is established that the supplier, its subcontractors, the economic entities whose capacities are relied upon, or persons controlling them, the specialists engaged by he supplier, or the Services provided by the Supplier poses threat for national security of Beneficiary state.

15.7. This Contract shall be deemed to have been concluded and shall enter into force on the date of signature of the Contract (date of signature by the other Party). The Contract is valid until the obligations have been fulfilled in full (until the value of the Contract price has been exhausted), but may not last longer than 25 months.

15.8. Essential breaches of the Contract:

15.8.1. if the Supplier fails to perform its obligations under the Contract for the prices specified in the Contract;

15.8.2. if the Supplier fails to comply with the terms of service provision specified in the Contract 2 (two) times in a row or is late in providing the Services by more than 2 (two) times in a row from the date of service provision specified;

15.8.3. the Supplier violates the terms of provision of the Services and the Services become unnecessary due to the delay in the provision of the Services;

15.8.4. the Supplier provides Services that do not meet the requirements for Services set forth in the Contract and/or laws more than 2 (two) times;

15.8.5. The qualifications of the supplier, its subcontractor, the economic entity on whose capacity the supplier relies, or the specialists engaged by he supplier, no longer meet the requirements for the proper performance of the Contract set out in the procurement documents, and these non-conformities have not been corrected within 14 (fourteen) calendar days from the date on which the qualifications became non-compliant;

15.8.6. The Supplier violates the provisions of this Contract governing competition, intellectual property or confidential information management;

15.8.7. The Supplier violates a essential term of the Contract twice.

15.9. The sub-supplier on whose capacity the Supplier has relied to meet the qualification requirements set out in the procurement documents may be replaced only in the following cases:

15.9.1. where the sub-supplier is bankrupt, has been declared bankrupt out of court, is insolvent or is likely to become insolvent, suspends its business activities, or where a similar situation arises in accordance with the procedure laid down by law or regulation;

15.9.2. when the sub-supplier is unable to perform all or part of its obligations under the Contract for objective reasons (e.g. the sub-supplier's refusal to participate in the performance of the Contract, the termination of its legal relationship with the Supplier, etc.);

15.9.3. A new sub-supplier replacing a sub-supplier on whose behalf the Supplier has relied in order to meet the qualification requirements set out in the procurement documents ("the new sub-supplier") shall, at the time of the Supplier's request for replacement, meet the requirements set out in the procurement documents for the absence of grounds for exclusion (if applicable in the procurement documents), the qualification requirements, the required quality management system and/or environmental management system standards (if applicable in the procurement documents), the qualifications of the sub-supplier to be replaced as set out in the Supplier's proposal to justify the quality criteria set out in the procurement documents, and the national security interests and the requirements of origin (if applicable).

15.10. The Supplier's (or sub-suppliers') specialist performing the Contract may be replaced in the following cases:

15.10.1. On the Supplier's initiative for objective reasons (e.g. leave, sickness, termination of employment, etc.), upon submission of the details of the intended new appointment, together with documents confirming the qualifications of the specialist and his/her compliance with the other requirements set out in the procurement documents;

15.10.2. At the initiative of the Buyer, if the Buyer has reasonable grounds to suspect that the professional appointed by the Supplier for the performance of the Contract is incompetent to carry out the duties assigned to him.

15.10.3. The supplier or subcontractor must replace a professional if it appears that he does not meet the requirements laid down in the procurement documents.

15.11. The Supplier must submit the following documents to the Buyer at least 5 (five) working days before the intended change of the sub-supplier or specialist on whose capacity the Supplier has relied to meet the qualification requirements set out in the procurement documents:

15.11.1. a reasoned written request for a change of sub-supplier or specialist, explaining the reason for the change. The Buyer reserves the right to request evidence to justify the change;

15.11.2. evidence of the qualifications of the new subcontractor and/or specialist, compliance with national security interests and the requirements not to be registered (resident or national) in countries or territories considered unreliable, in accordance with the Contract.

15.11.3. The Buyer shall, upon receipt of the Supplier's request together with the other documents referred to in the Contract, assess the possibility of a change within 5 (five) working days and inform the Supplier in writing of its agreement to change the sub-supplier or specialist. If the Buyer agrees, the Parties shall sign the Contract, which shall form an integral part of the Contract.

15.12. The terms and conditions of the Contract may not be amended during the term of the Contract, except for those terms and conditions of the Contract which are provided for in the Contract and/or may be amended in accordance with the provisions of the Public Procurement Law of the Republic of Lithuania.

15.13. The Contract may be terminated in the cases provided for in Article 90 of the Public Procurement Law of the Republic of Lithuania and in the Contract, including the possibility to terminate the Contract by agreement of the Parties.

15.14. The Service Buyer may unilaterally terminate the Contract having informed the Service Provider thereof in writing 1 month in advance without indicating any reasons therefor. The Service Provider may unilaterally terminate the Contract having informed the Service Buyer in writing 2 months beforehand without indicating any reasons therefor.

**XVI. ANNEXES TO PROCUREMENT DOCUMENTS**

16.1. Technical Specification (Annex 1).

16.2. Tender form (Annex 2).

16.3. Declaration of Honouron Grounds for Exclusion (Annex 3).

16.4. Description (Annex 4).

16.5. List of Supplier Services (Annex 5).

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1. the procurement is for an intangible (intellectual) or other service that does not involve the creation of a tangible object, and for which no significant adverse environmental effects, no source of pollution and no waste are foreseeable (e.g, services of performers, photographers, designers, sound engineers, video engineers, event organisers, translators, copywriters; training, social and scientific research, studies and concept development; marketing and publicity strategies, digital advertising, preparation of publications; programming and information systems maintenance services; auditing, insurance, legal and consultancy services, and other services), or the purchase of a good such as: software, software rentals, licences, e-publications or ebooks; [↑](#footnote-ref-2)
2. The supplier's experience must include both consecutive translation services from English into Ukrainian and consecutive translation services from Ukrainian into English. [↑](#footnote-ref-3)
3. Official international events are events organised by institutions, organisations or entities authorised by the state, in which participants from two or more countries or representatives of international organisations take part in order to discuss, coordinate, present or implement common goals, initiatives or projects. [↑](#footnote-ref-4)
4. The supplier's experience must include both simultaneous translation services from English into Ukrainian and consecutive translation services from Ukrainian into English. [↑](#footnote-ref-5)
5. Official international events are events organised by institutions, organisations or entities authorised by the state, in which participants from two or more countries or representatives of international organisations take part in order to discuss, coordinate, present or implement common goals, initiatives or projects. [↑](#footnote-ref-6)
6. Controlling person - the owner of a sole enterprise or a legal or natural person who owns another legal entity:

(1) directly or indirectly owns more than 50 per cent of the shares, stocks, interests, contributions and/or votes at a meeting of participants of the legal person; or

(2) together with related persons, owns more than 50 per cent of the shares, stocks, interests, contributions and/or votes at a meeting of the participants of the legal person and whose shareholding is not less than 10 per cent of the shares, stocks, interests, contributions and/or votes at a meeting of the participants of the legal person. A related person shall be deemed to be:

(a) in the case of legal persons, persons whose annual financial statements must be consolidated in accordance with the Law on Consolidated Financial Statements of Groups of Companies of the Republic of Lithuania or persons whose annual financial statements must be consolidated in accordance with the legislation of other countries implementing the requirements laid down in Directive 2013/34/EU;

(b) in the case of natural persons, spouses, parents and their children (adopted children). [↑](#footnote-ref-7)
7. <https://eur-lex.europa.eu/eli/reg/2024/792/oj?eliuri=eli%3Areg%3A2024%3A792%3Aoj&locale=lt> [↑](#footnote-ref-8)
8. Regulation (EU) 2022/576 of the Council of the European Union of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of the actions of Russia in destabilising the situation in Ukraine; see https://eur-lex.europa.eu/legal-content/LT/TXT/HTML/?uri=CELEX:32022R0576&from=EN [↑](#footnote-ref-9)