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**THE CONDITIONS FOR THE SELECTION OF THE  
CONCESSIONAIRE FOR THE TENDER TO AWARD THE CONCESSION  
FOR THE IMPLEMENTATION OF THE PROJECT [*PROJECT NAME*]  
BY  
THE CONCESSION**

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*[DATE],*  
*[Place]*

**Color explanation:** *Blue* - comments or explanations that need to be deleted;  
*Green* - alternate provisions that need not be changed;  
*Red* - the information that must be entered.

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## **I. INFORMATION ABOUT THE PROJECT THAT IS BEING IMPLEMENTED**

1. *[A brief description of the Project and the presentation of the field in which the Project is being implemented.]*
2. *The context of the project implementation, the need for the Project and its importance.*
3. *Project implementation goals.*
4. *A description of the model for implementing a public-private partnership partnership.*
5. *Description of the main conditions for the implementation of the Project:*
  - 5.1. *Duration of the Agreement;*
  - 5.2. *Project object (works, services, required investments);*
  - 5.3. *what property (status, legal status, potential problems) and in which manner and under what rights it will be transferred to the Concessionaire;*
  - 5.4. *issues of ownership of transferred or newly created assets;*
  - 5.5. *a summary of the distribution of risk between the Granting Authority and the Concessionaire;*
  - 5.6. *the funds from which and ways in which the implementation of the Project will be funded;*
  - 5.7. *[if applicable, the structure of payments for the implementation of the Project (including the distribution of profits in specified cases);]*
  - 5.8. *[if applicable, the deadlines for the performance of Works, requirements for them;]*
  - 5.9. *deadlines and requirements for the provision of services, and ways of their provision;*
  - 5.10. *possibilities for employment and replacement of sub-suppliers;*
  - 5.11. *required prohibitions;*
  - 5.12. *minimum requirements for monitoring and supervision of the implementation of the Project;*
  - 5.13. *principles of the responsibility of the parties to the Agreement;*
  - 5.14. *security of the requirements of the parties to the Agreement and third parties;*
  - 5.15. *Repayment of project assets at the end of the Agreement;*
  - 5.16. *other information about the Project important for potential investors.]*

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## II. GENERAL PROVISIONS

### 1. GRANTING INSTITUTION

6. The project is implemented by [*Name and details of the granting authority*]. The Granting institution is [*specify the legal status, main fields of activity / functions, the legislation based on which the Granting institution is obliged to perform them*]. The Granting institution implements the Project based on [*specify the basis on which the Granting institution is regarded as a Granting institution, as defined in the Law on concessions*] the rights that are granted to it.
7. Granting institution contact person for information about the Conditions and procedures - [*position, name, last name, address / e-mail, phone and fax numbers of the authorized person*].

### 2. REQUIREMENTS FOR THE IMPLEMENTATION OF THE PROJECT

8. The Granting institution seeks to select the Concessionaire. The Concessionaire and a Project company established by it, which will become a party to the Agreement and will carry out the activity specified therein, will implement the Project. To this end, a Agreement will be concluded with the selected Concessionaire and the Project Company established or formed by it.
9. The Granting institution seeks to ensure that the Project:
  - 9.1. would be implemented efficiently, qualitatively, in accordance with all requirements of legislation, and based on good business practice;
  - 9.2. would ensure the implementation of its objectives, specified in the paragraph 3 of the Conditions;
  - 9.3. [*specify other requirements of the Granting institution for the Project according to the Specifications*].
10. The detailed description of the project and the requirements for its implementation are presented in the annex No. 2 to the Conditions. The Granting institution will provide the possibility to the Participant invited to submit the Tender [*a Preliminary if Preliminary tenders are being submitted / if Preliminary tenders are not being submitted then a Detailed one*], and who signed to the Obligation of Confidentiality, to familiarise with the documents related to the Project (*[list such data as fragments of feasibility studies, investment project, territory plans, related agreements, the disclosure of which will not adversely affect the Tender and do not violate the interests of the Granting institution, etc.]*).
11. [*Choose* The implementation of the Project will be funded from [*indicate sources of funding, and the program that is implemented*]. [*Choose* For this objective, [*choose* allocated / or is planned to receive] [*indicate the amounts of funding and their details according to funding sources*]. / or for the implementation of the Project the funds will be allocated from the budget of the Granting institution].
12. The project is not be divided into parts and will have to be implemented in full. Proposals for a separate part of the Project will be rejected by the awarding authority.

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13. The maximum term for the implementation of the agreement is up to *[specify the term of the Agreement]* from the full day of entry into force of the Agreement, but in any case can not be longer than the payback period of the Investment, including the Investment return rate specified in the Final Proposal of the Concessionaire *(in accordance with Article 17 of the Concession Law, the Concession agreement must be of limited term. The awarding authority shall determine its duration in relation to the required works or services. The duration of concession Agreements of a duration of more than 5 years can not be longer than the period during which the concessionaire can reasonably expect to recover the investments made in the course of the work and the services provided, and the return on the invested capital would be obtained, taking into account the investments necessary to achieve the specific objectives. Investments taken into account for calculation purposes must include initial investments and investments made during the concession.)*. *[If the intended implementation of the Agreement will consist of the following stages:*
  - 13.1. Work performance - up to *[specify the period]* years;
  - 13.2. Service provision - up to *[specify the period]* years; If the Works are performed within shorter time than within *[specify period]* years, the timeframe for the provision of the Services increases, but the total timeframe for Works and Services cannot be longer than *[specify the period]*.
  - 13.3. *[. . .]*
14. Detailed performance requirements *[if the performance of the Agreement is planned in phases of the Agreement phases]* will be laid down in the Agreement *[if applicable, taking into account the Participant's proposals for the implementation of the Project and the outcome of the negotiations]*.

### **3. ESSENTIAL REQUIREMENTS FOR THE PROJECT IMPLEMENTATION**

15. The following terms and conditions for granting a concession are material and can not be changed during the course of the Project implementation:
  - 15.1. *[if the payments made by the Granting institution are higher than the amount for the implementation of the Project, the determination of the remuneration]*;
  - 15.2. the issues of the property rights of the property, transferred for the performance of the Agreement *[or if applicable newly created during the performance]*;
  - 15.3. longer term of the Agreement than *[specify the period]* years;
  - 15.4. *[specify other conditions, which will not be negotiated, in accordance with the Specifications and draft of the Agreement]*.

### **4. INFORMATION ABOUT THE SELECTION OF THE CONCESSIONAIRE**

16. The concessionaire is selected and the concession is awarded to him through the Competition. This method is governed by Chapter III of the Concession Law.
17. *[Choose one of these sentences* There were no early announcements about this Tender. / *or* Advance notice about this Tender was published on *[day]* *[month]* *[year]* in the EUOJ, No. *[number]*, at the following CPP IS address: <https://pirkimai.eviesiejipirkimai.lt/> *[if the*

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*tender was also announced elsewhere* and *[other sources, where the tender was also announced in advance]*].

18. Notice about the Tender was published on *[day] [month] [year]* in the EUOJ, No. *[number]*, at the following CPP IS address: <https://pirkimai.eviesiejipirkimai.lt/> *[if the tender was also announced elsewhere and [other sources, where the tender was also announced]]*.
19. *[If the Conditions are published on the Granting institution website, the Conditions may also be found on the website of the Granting institution at [address].]*
20. The competition is conducted by the Commission. It consists of *[number of members, recommended no more than 7]* members who have signed confidentiality pledges and declarations of impartiality. Minutes are recorded for all meetings of the Commission. For the consultation of the Commission on issues requiring specialist knowledge or to assess them, the Granting institution *[if there are plans to invite has the right to invite / or invited if they are already invited] [select [specify fields the experts of which are employed, e.g.. legal, technical, financial fields] / or respective subject]* experts. Experts must also sign confidentiality pledges and declarations of impartiality. Observers will not be invited to the meetings of the Commission, as it is specified in the part 2 of the Article 20 of the Law on Concessions.
21. The Tender is guided by the principles of equality, non-discrimination, mutual recognition, transparency, proportionality, and rational use of funds, the Law on investments, the Law on Concessions, the Civil Code of the Republic of Lithuania, including other legislation related to the granting of the concession and these Conditions, as well as the requirements of the legislation of European Union.
22. All Participants are subject to equal requirements, are provided equal opportunities, and as far as it is possible are supplied with the same information, taking into consideration the confidentiality of the information of the Participants.
23. Any information, explanations of the Conditions, notices or other correspondence between the Granting institution and Participants is carried out only by means of CPP IS and in Lithuanian.
24. The Commission may change the Terms and has the right to terminate the Competition if there were circumstances which could not be foreseen and which substantially change the Concession subject or the further procedure for concession granting does not ensure competition (the participation in the Competition is made by less than 3 participants) or for which the Concession Agreement can not be implemented, or the financial obligations assumed by the Concession Agreement exceed the possibilities of the Granting Authority, in accordance with the Law on Concessions and the Rules for the Formation and Implementation of Public-Private Partnership Projects approved by the Government of the Republic of Lithuania in 2009. November 11 Resolution No. 1480 on Public-Private Partnerships (with subsequent amendments).

## **5. EXPLANATION AND CLARIFICATION OF THE CONDITIONS**

25. Should the questions occur due to this Tender or their Conditions, or a clarification or explanation would be required, interested entities may submit Requests to the Granting institution in accordance with the procedure specified in the Annex No. 3 to the Conditions



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*Submission of Requests.* Responses to the Requests will be provided according to the procedure specified in the aforementioned annex and will be considered an integral part of the Conditions.

26. The Response to the Requesting Authority will be provided to all Participants at the same time, but will ensure the protection of confidential information and will not disclose the Applicant's submission.
27. The Granting Authority, in accordance with the terms of the Terms and Conditions 3, may submit the Requests within the terms set forth in the Tender and its Conditions or explanations and on its own initiative.
28. The Granting Authority may arrange meetings with each Participant (s) individually or with all Participants jointly for explanation of the Terms. Each Participant will be notified of their time and date individually. The minutes of each meeting, which will record all the questions, submitted by the Participant, if the meeting is organised with each Participant individually, and answers provided to them during the meeting, it will be made available to all Participants participating in the procedures of the Tender, but without disclosing the identity of the Participant who participated in the meeting and ensuring the protection of his confidential information. Participants may submit questions for the meeting in advance by correspondence means of CPP IS. If needed, additional meetings can be organized as well. If the Commission organizes joint meetings with all Participants, minutes of such meetings will be taken. Information about the meeting with the Participants, as well as all questions and answers to them submitted during this meeting, are published on CPP IS, without disclosing the identity of the Participant who submitted the question.

#### **6. REDRESS PROCEDURE FOR THE VIOLATED RIGHTS**

29. A Participant who considers that the actions or decisions of the Granting institution violate the legitimate interests of this Participant shall have the right to use the remedies specified in the Annex23 to the Dispute Settlement. Conduct of the competition

### **III. CONDUCTION OF THE TENDER**

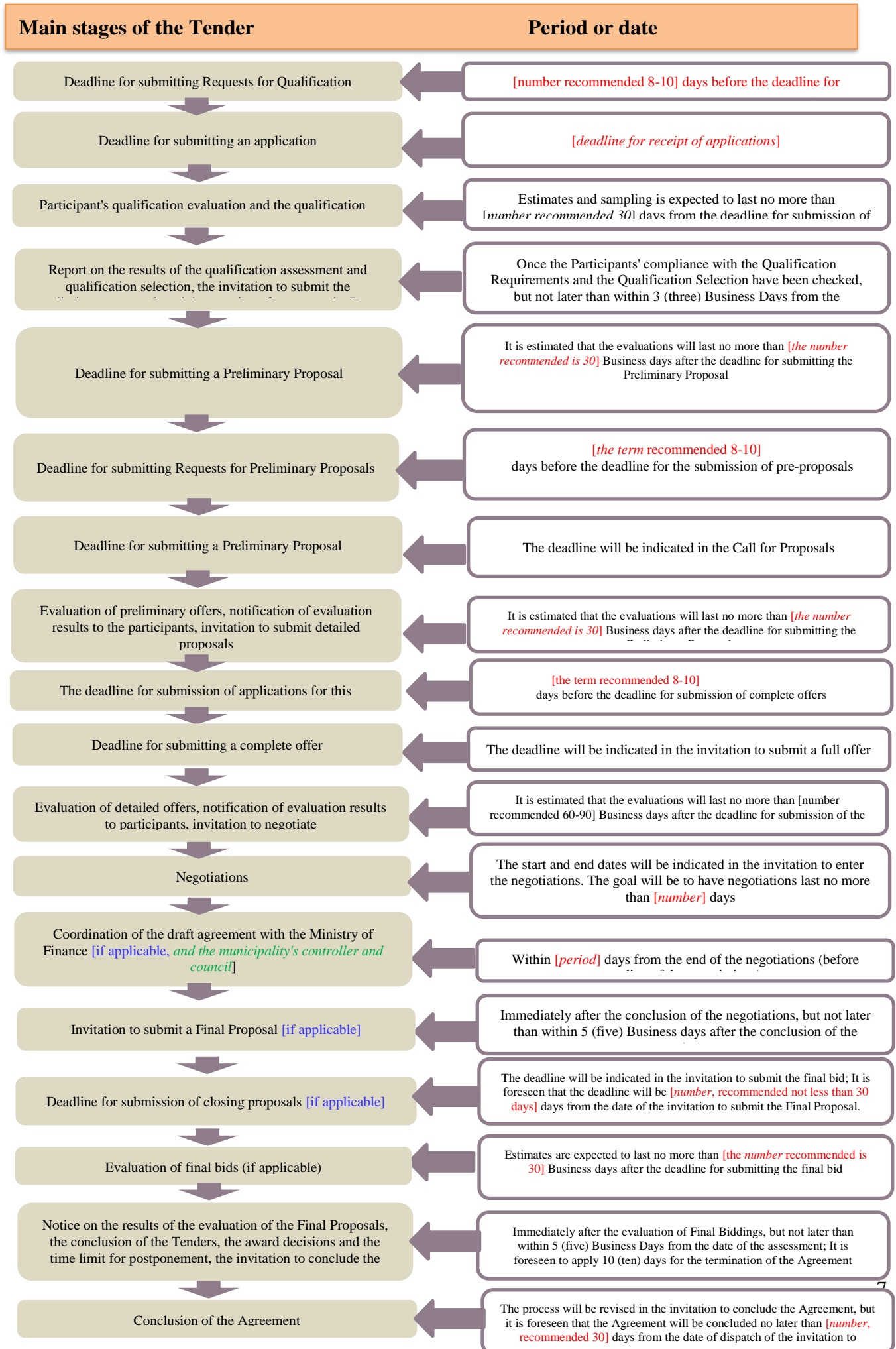
#### **1. THE PROGRESS OF THE TENDER AND THE INDICATIVE TIMETABLE**

30. Below is an indicative timetable for the procedures of the Tender. The deadlines indicated in the timetable may change, depending on the number of received applications and Preliminary or detailed tenders, the progress of the Tender, the received number of the requests and complaints of the Participants, the occurred need to clarify the Conditions or annexes thereof, etc. The deadlines will be extended for as long as the Granting institution will need to perform the necessary procedures and as reasonably is needed to allow the interested Participants to properly assess the information provided by the Granting institution.
31. The announcement about the extension of the deadlines for the submission of applications or Preliminary or Detailed tenders will be made in the same way as the Conditions were announced, and are communicated via the CPP IS means of correspondence. If needed, the other information provided in announcement about the Concession will be clarified as well.

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32. The Granting institution will inform the interested Participants about other dates and deadlines of individual actions individually.

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## **2. SUBMISSION OF AN APPLICATION**

### **ENTITIES THAT ARE ALLOWED TO SUBMIT AN APPLICATION**

33. An application for participation in the Tender can be submitted by an independent entity or a group of entities that can be a Participant and meet the Qualification requirements, specified in the Annex No. 4 to the Conditions *Qualification requirements*.
34. If an entity group submits its candidacy for the Tender:
  - 34.1. it must specify in the application submitted the managing member and the contact person of the managing member. This person must be given the power to carry out all the actions that are necessary during the Tender procedures on behalf of the group of entities;
  - 34.2. together with the application, it is necessary to submit a joint venture agreement clearly indicating the obligations assigned to each member of the group of entities during the implementation of the Project. The agreement must provide for the joint liability of all parties to the joint activity agreement for failure to perform the obligations of the Granting institution or according to the Agreement properly. Failure to submit a eligible joint venture agreement will result in the application being rejected;
  - 34.3. entities forming a group of entities will not be able to submit an application or to participate in the Tender either independently or with other persons, or to be the sub-suppliers of another participant, if the participant is basing its compliance with the qualification requirements on their capacity. If this requirement is not met, the Commission will reject all such applications and/or Preliminary or Detailed tenders.

### **CONTENT OF THE APPLICATION**

35. Entities, who meet the Qualification requirements must submit an application to the Granting institution according to the form presented in the Annex No. 5 of the Conditions *Application form*, all the evidence confirming their compliance with the Qualification requirements have to be attached to it. The Check-list for documents submitted with the application and the requirements for the submission of an application are specified in the Annex No. 6 to these Conditions *Submission of an application*.
36. Qualification Requirements for Participants are specified in the Annex No. 4 *Qualification requirements*. Compliance with the Qualification requirements may also be based on the respective capacity of other entities according to the procedure specified in the Annex No. 4 to the Conditions *Qualification requirements*.

### **APPLICATION SUBMISSION DEADLINE**

37. The application, together with the enclosed documents, must be submitted till *[day] [month] [year] [hour : minutes]*. Applications will no can be submitted after the set deadline.
38. If the application with the enclosed documents will be submitted after the deadline specified in the paragraph 37 of the Conditions or without the use of the CPP IS means, the Commission will not consider the application.

## **3. QUALIFICATION EXAMINATION AND QUALIFICATION SELECTION**

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39. Upon receipt of applications, the Commission will perform the Qualification evaluation and verify the compliance of the Participants with the requirements in accordance with the procedure specified in the Annex No. 8 to the conditions *Qualification evaluation and the procedure of the qualification selection performance*. Of the Participants who will meet the Qualification requirements, the qualification selection will be performed. During it, according to the criteria and procedure specified in the Annex No. 8 to the Conditions *Qualification evaluation and the procedure of the qualification selection performance*, no more than 5 (five) most qualified Participants will be selected who will be invited to submit Preliminary tenders. If Qualification requirements are matched by 5 (five) or fewer Participants, the qualification selection will not be performed and all Participants, who meet the requirements, together with the notice about the results of Qualification evaluation, will be presented an invitation by the Commission to submit the Preliminary tenders.
40. Participants must submit all documents confirming compliance with the Qualification requirements and ensure the accuracy of the information provided. Participants must submit the documents in accordance with the document forms provided in the Conditions (if such are specified).
41. If the data or documents confirming compliance with the Qualification requirements will be inaccurate, incomplete, erroneous or if such data or documents will be missing, the Commission will ask such Participants to clarify, supplement or explain these data or documents in accordance with the Law on Concessions. To do this, the Commission will give the Participant a reasonable time. Should the Participant require more time due to valid reasons, the given time limit can be extended. However, if the specified inaccurate, incomplete, erroneous or missing data or documents regarding the compliance with the Qualification requirements will not be explained, supplemented or clarified within the given deadline, the Commission will reject the application submitted by such Participant.
42. The Commission will inform the Participants about the results of the Qualification evaluation and qualification selection via the CPP IS means of correspondence. The Commission, having evaluated the documents or data confirming the Participant's compliance with the Qualification requirements, will decide on each Participant that submitted the application and will inform each of them of the results of this inspection no later than within 3 (three) Business days, justifying the decisions that were made. Only those Participants who will meet the Qualification requirements will have the right to participate in further procurement procedures. For Participants who have passed the qualification selection, not later than within 3 (three) Business days from the qualification selection, together with the report on the results of the qualification selection, the Commission will present an invitation to submit the Preliminary tenders. *[If the Data vault will be created, the Commission will give access to the Data vault for these Participants who have signed the obligation of Confidentiality specified in the Annex No. 9 to the Conditions Form for the obligation of the confidentiality. The Commission will indicate the data vault terms of use in the invitation].*
43. If the qualification selection takes less than 3 (three) Participants, the Commission has the right to terminate the Competition as stipulated in the paragraph 24 of Terms and Conditions.

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4. [THIS PARAGRAPH SHALL BE RETAINED IF A PRELIMINARY TENDER IS SUBMITTED] **SUBMISSION OF A PRELIMINARY TENDER**

**CONTENTS OF THE PRELIMINARY TENDER**

44. Participants invited to participate in further Competition procedures by CVP IS will have to submit a Preliminary Proposal in the form provided in the Application Form in the Annex 19. Together with the Preliminary Proposal, the Participants must submit:
- 44.1. List of affiliated companies in the form of the List of Affiliated Companies in the Annex 20 to the Terms and Conditions, which must be updated immediately if the indicated Affiliated companies change;
  - 44.2. Object's creation, Service provision, and Agreement management plan, specified in the Annex No. 16 to the Conditions *Requirements for the Object's creation, Service provision, and Agreement management plan*;
  - 44.3. Preliminary Financial Performance Model, prepared in accordance with the Form in the Annex 14 to the Requirements for the Financial Activity Model;
  - 44.4. The preliminary tender must specify the proposed technical solutions, works, services, the Agreement performance phases, proposals regarding the conditions, including [*If specified in the conditions*] safety and environmental requirements specified in the Conditions, and requirements for the implementation of the Project, as well as proposals for amendments to the Agreement (if any).
  - 44.5. A business plan that describes how the Project company intends to carry out the Commercial activities;
  - 44.6. Relationship between the Concessionaire, the Project company and other entities related to the implementation of the Project, and the distribution of liability;
  - 44.7. other documents required in the Conditions.
45. Detailed requirements for the submission of the Preliminary tender are specified in the Annex No. 18 to these Conditions *Submission of a tender*.
46. The specified Sub-suppliers can be replaced during the Project implementation only (i) if Sub-suppliers that are replacing them will meet the Qualification requirements specified in the Annex No. 4 to the Conditions *Qualification requirements*, and (ii) upon receipt of a prior written consent of the Granting institution, in accordance with the procedures specified in the Agreement. The consent of the Granting institution will have to be issued within a reasonable time, which cannot be longer than 5 (five) business days.
47. The indicative tender must specify:
- 47.1. [*Choose the applicable preliminary Remuneration / or preliminary Fee*];
  - 47.2. [*specify other data that the Participants must indicate in the Preliminary Proposal*].
48. [*Choose the applicable Remuneration / or Fee*] must be expressed [*specify how the Remittance or Fee should be expressed - periodically fixed or variable according to the chosen or specified indicators of payment, one-time deferred payment, fees or payments for the services provided by the Concessionaire or a combination thereof*]. The proposed [*choose the*

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*applicable one Remuneration / or Fee* must include all expenses and all taxes and fees payable in accordance with laws and other legislation of the Republic of Lithuania valid at the time of the submission the Preliminary tender or which entry into force is known about.

49. The Commission [*choose the applicable Remuneration / or Fee*] in euro. Therefore, if [*choose the applicable one Remuneration / or Fee*] will be specified in another currency, the Commission will convert [*choose it / or them*] into euro in accordance with the currency rate of euro and that currency announced by the European Central Bank and, in cases where the European Central Bank does not announce the reference euro and foreign currency rate, according to the reference euro and foreign currency rate established and announced by the Bank of Lithuania, respectively, on the last day of the deadline for the submission of the tender.
50. The Tender can specify which information it contains is confidential. However, confidential information can not be considered as the characteristics of the Proposal, which must be taken into account in the assessment of the confidential information of the Proposal, is not the information specified in Article 21 of the Concession Law. If the Commission questions the confidentiality of the information provided by the Participant, it will ask the Participant to prove that this information is confidential. If the Participant fails to provide such evidence or will provide inaccurate evidence within the period set by the Commission (which in all cases will be at least 5 (five) Business days), the information will be deemed to be non-confidential. The Commission reserves the right to disclose the confidential information specified in the Tender to members of the Commission and invited experts, managers of the Granting institution, commission members and experts and the authorized persons of the Granting institution, as well as in the cases specified in the legislation or at the request of the authorised control institutions. In such cases, the Participants will not be able to hold the Granting Authority / Commission responsible for the disclosure of confidential information.
51. The check-list for the documents and / or information that must be submitted with the Preliminary tender is provided below. This list is for the convenience of the Participant and is not exhaustive. The Participant must thoroughly familiarize itself with all the Conditions and the requirements for the Preliminary tender set out therein:

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	<b>Check-list for the submission of the Preliminary tender documents</b>	<b>Reference to the requirements of the conditions</b>
1.	<b>PROPOSAL (Annex No. 2 to the Conditions Specifications, Annex No. 13 to the Conditions Requirements for the technical – engineer information, Annex No. 14 to the Conditions Requirements for a financial activity model, Annex No. 19 to the Conditions Tender form)</b>	Paragraph 44 of the Conditions
3.	<b>LEGAL INFORMATION (Annex No. 15 to the Conditions Requirements for the legal information)</b>	Paragraph 44 of the Conditions
4.	<b>OBJECT'S CREATION, SERVICE PROVISION, AND AGREEMENT MANAGEMENT PLAN (Annex No. 16 to the Conditions Requirements for the Object's creation, Service provision, and Agreement management plan)</b>	Paragraph 44 of the Conditions
5.	<b>LIST OF ASSOCIATED COMPANIES (Annex 20 to the Conditions The form of the list of associated companies)</b>	Paragraph 44 of the Conditions
6.	<b>Business plan</b>	Paragraph 44 of the Conditions
7.	<b>Other information, relevant according to the Participant</b>	

#### **DEADLINE FOR THE SUBMISSION OF THE PRELIMINARY TENDER**

52. The Preliminary tender will have to be submitted within the time period specified in the invitation to submit the Preliminary tender, in accordance with the requirements specified in the Annex No. 18 *Submission of a tender*. The Participants have the right to change and / or withdraw their Preliminary tenders till the specified deadline. One Participant may submit only one Preliminary tender. If more than one tender will be submitted, the Commission will reject all such tenders.

#### **THE PERIOD OF VALIDITY OF THE PRELIMINARY TENDER**

53. The Preliminary tender must specify its period of validity, which must be at least [*specify the period, recommended 150-240*] days from the date of the final date of submission for the Preliminary tenders.
54. Until the expiration of the Preliminary tender, the Commission may ask the Participants to extend it until a certain specified time.

#### **EVALUATION OF THE PRELIMINARY TENDER**

55. Upon receipt of the Preliminary Proposals, the Commission has the right to invite each Participant individually to submit them to the Commission, explain and discuss. In this case, the Commission will invite each Participant individually at the time appointed to it.



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56. The participants must submit preliminary technical and financial, commercial solutions, proposals and comments on the technical and financial conditions of the Project and the requirements for their implementation indicated in the Preliminary Proposal.
57. The Commission will perform an assessment of the compliance of the Preliminary Proposals with the requirements of the Terms not later than within [*specified deadline, recommended up to 30 days*] days in accordance with the procedure and criteria for evaluation of the Proposals evaluation procedure and criteria, as specified in the Annex 17 for Proposals.
58. Participants whose Preliminary tenders will comply with the requirements specified in the Annex No. 17 to the Conditions *Procedure and criteria for the evaluation of tenders* will be invited to submit Detailed tenders according to the compiled alphabetical list.
59. In the event that only one Preliminary Proposal complies with the Conditions and the Participant submitting it agrees to consider this Preliminary Proposal to be a Comprehensive Proposal, the Commission is entitled to immediately invite such Participant to the negotiations. In such a case, it is considered that such a Participant has submitted a complete proposal and his offer is recognized as the best. In the event specified in this clause, the Participant is obliged to provide the full tender security in accordance with the conditions set out in the 72 - 74 of Terms and Conditions [*set deadline*] for the period.
60. Commission has the right to clarify (to specify, change) Conditions in the Annex 3 to the Evaluation of the Preliminary Proposals. Submission of applications in the specified terms.

## **5. SUBMISSION OF THE DETAILED TENDER**

### **CONTENTS OF THE DETAILED TENDER**

61. Participants invited to submit a complete proposal will have to submit it in the form provided in the 19 Application Form in the Terms and Conditions. Requirements for the submission of the Detailed tender are specified in the Annex No. 18 to these Conditions *Submission of a tender*.
62. The complete proposal must include:
  - 62.1. [*in the absence of a Preliminary Proposal for the List of Affiliated Companies in the form provided in the Annex 20 to the List of Affiliates, which will have to be updated immediately upon the change in the Affiliated Companies;*]
  - 62.2. Object's creation, Service provision, and Agreement management plan, specified in the Annex No. 16 to the Conditions *Requirements for the Object's creation, Service provision, and Agreement management plan*;
  - 62.3. Financial activity model prepared in accordance with the form in the Annex 14 to the Requirements for financial activity model;
  - 62.4. The Detailed tender must specify the proposed technical solutions, works, services, the Agreement performance phases, proposals regarding the conditions, including [*If specified in the conditions*] safety and environmental requirements specified in the Conditions, and requirements for the implementation of the Project, as well as proposals for amendments to the Agreement (if any).

**Color explanation:** *Blue* - comments or explanations that need to be deleted;  
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- 62.5. A business plan that describes how the Project company intends to carry out the Commercial activities;
- 62.6. Relationship between the Concessionaire, the Project company and other entities related to the implementation of the Project, and the distribution of liability;
- 62.7. other documents required in the Conditions.
63. The specified Sub-suppliers can be replaced during the Project implementation only (i) if Sub-suppliers that are replacing them will meet the Qualification requirements specified in the Annex No. 4 to the Conditions *Qualification requirements*, and (ii) upon receipt of a prior written consent of the Granting institution, in accordance with the procedures specified in the Agreement. The consent of the Granting institution will have to be issued within a reasonable time, which cannot be longer than 5 (five) business days.
64. The complete proposal must specify:
  - 64.1. *[Choose the applicable Remuneration / Fee];*
  - 64.2. *[specify other data that the Participants have to indicate in the Comprehensive Proposal].*
65. *[choose the applicable Remuneration / or Fee]* must be expressed *[specify how the Remittance or Fee should be expressed - periodically fixed or variable according to the chosen or specified indicators of payment, one-time deferred payment, fees or payments for the services provided by the Concessionaire or a combination thereof].* The proposed *[choose the applicable one Remuneration / or Fee]* must include all expenses and all taxes and fees payable in accordance with laws and other legislation of the Republic of Lithuania valid at the time of the submission the Detailed tender or which entry into force is known about.
66. The Commission will evaluate the offered *[choose the applicable Remuneration / or Fee]* in euro. Therefore, if *[choose the applicable one Remuneration / or Fee]* will be specified in another currency, the Commission will convert *[choose it / or them]* into euro in accordance with the currency rate of euro and that currency announced by the European Central Bank and, in cases where the European Central Bank does not announce the reference euro and foreign currency rate, according to the reference euro and foreign currency rate established and announced by the Bank of Lithuania, respectively, on the last day of the deadline for the submission of the tender.
67. [If the Granting Authority pays the Indemnity and intends to apply this refusal basis, the Offering Fee should not exceed the amount of [Estimated Maximum Project Value] [specify currency] available for the implementation of the Project. *If the reward is greater, the Commission reserves the right to reject such a proposal].*
68. The comprehensive proposal may specify which information it contains is confidential in accordance with the procedure set out in the 50 Terms and Conditions.
69. *[In the event that the Preliminary Proposal is submitted, the terms and conditions proposed in the Comprehensive Proposal shall not be less favorable than those set out in the Annex 17 to the Preliminary Proposal, otherwise the Commission will reject such a Full Proposal, unless the Commission specifies the conditions proposed in the Comprehensive Proposal.]*

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70. The Submitted Full Proposal must be unconditional and acceptable to the Participant without any modifications, prepared in accordance with the draft Agreement submitted by the Granting Authority together with the Conditions for Participants).
71. The check-list for the documents and / or information that must be submitted with Detailed tenders is provided below. This list is for the convenience of the Participant and is not exhaustive. The Participant must thoroughly familiarize itself with all the Conditions and the requirements for the Detailed tender set out therein:

	<b>Check-list for the submission of the Detailed tender documents</b>	<b>Reference to the requirements of the conditions</b>
1.	<b>PROPOSAL (Annex No. 2 to the Conditions Specifications, Annex No. 13 to the Conditions Requirements for the technical – engineer information, Annex No. 14 to the Conditions Requirements for a financial activity model, Annex No. 19 to the Conditions Tender form)</b>	Paragraph 62 of the Conditions
3.	<b>LEGAL INFORMATION (Annex No. 15 to the Conditions Requirements for the legal information)</b>	Paragraph 62 of the Conditions
4.	<b>OBJECT'S CREATION, SERVICE PROVISION, AND AGREEMENT MANAGEMENT PLAN (Annex No. 16 to the Conditions Requirements for the Object's creation, Service provision, and Agreement management plan)</b>	Paragraph 62 of the Conditions
5.	<b>LIST OF ASSOCIATED COMPANIES (Annex 20 to the Conditions The form of the list of associated companies)</b>	Paragraph 62 of the Conditions
6.	<b>Business plan</b>	Paragraph 62 of the Conditions
7.	<b>Enforceability of the tender offer (Conditions of the Attachment 22 in the form of a comprehensive bid security)</b>	Paragraph 72 - 74 of the Conditions
8.	<b>Other information, relevant according to the Participant</b>	

**[IF BID SECURITY IS REQUESTED**

**GUARANTEE OF VALIDITY]**

72. All Participants together with the Detailed tender must submit the Detailed tender validity security for the amount of [amount] euros. The security must comply with the form in the Annex 22 to the Terms and Conditions at least until the full Offer is submitted [optionally, or it is possible to pay the same amount as a security to the account number of the Granting institution No. [specify account number], [bank name]]. The participants invited to the negotiations must extend the term of the Expiry of the full tender for the period that the Granting Authority will indicate in the application for extension of the Expiry Date. If the Offerors fail to provide the Required Collateral Participants will be rejected, and without extension of the Expiry Date until the specified date, the Participant will be deemed to refuse to continue to participate in the concession award procedure.

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73. If the security of the Tender validity expires after the Commission has made a decision to offer to the Participant to conclude the Agreement, the Commission or the Granting institution shall have the right to request to extend the security of the Tender validity for the period set by the Commission or the Granting institution, but not longer than till the date of signing the Agreement, at least 20 (twenty) days before the expiration of the period of the Tender validity security. If the Participant fails to respond to the request of the Commission or the Granting institution to extend the term of the security of the Tender validity, fails to extend it, or fails to submit the new security of the Tender validity, the Commission or the Granting institution has the right to use the Tender validity security.
74. The Granting institution shall promptly, but not later than within [number, the recommended is 10] days, return the Participant the Tender validity security or the deposit, if (i) the Tender will expire if, at the request of the Commission or the Granting institution, the Participant will not agree to extend its term of validity (except in cases specified in the paragraph 73 of the Conditions), or (ii) the Agreement will be concluded and will enter into force in its entirety; or (iii) the Commission / Granting institution will terminate the Tender; or (iv) the Participant's Tender will be rejected.]

#### DEADLINE FOR THE SUBMISSION OF THE DETAILED TENDER

75. The Participant will have to submit the Detailed tender within the time period specified in the Commission invitation to submit the Detailed tender, in accordance with the requirements specified in the Annex No. 18 of the Conditions *Submission of a tender*. The Participants have the right to change and / or withdraw their Detailed tenders till the specified deadline. One Participant may submit only one Detailed tender. If more than one Detailed tender will be submitted, the Commission will reject all such tenders. Alternative offers are not available at the detailed bidding stage.

#### THE PERIOD OF VALIDITY OF THE DETAILED TENDER

76. The Detailed tender must specify its period of validity, which must be at least [*specify the period, recommended 150-240*] days from the date of the final date of submission for the Detailed tenders.
77. The Commission may ask the Participant to extend the Expiry of the Offer until a specified time, but this will not be necessary for the Participant to do so [*if the Coverage of the offer is applied and such application may be rejected without losing the right to the provided Substantial Proposal, except in the case stipulated in 73 of the Conditions*].

#### EVALUATION OF THE DETAILED TENDER

78. Upon receipt of detailed proposals, the Commission, in the 17 Terms and Conditions, will verify the procedure and criteria for the evaluation of the Proposals in accordance with the established procedure in order to comply with the Conditions.
79. The Commission will evaluate them within [*deadline, recommended no more than 60-90 days*] days from the last day of the deadline for receipt of the Participants' detailed offer. The evaluation will be based on the criterion of the evaluation of the most economically

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advantageous tender, in the Annex 17 of the Terms and Conditions, the procedure and criteria for the evaluation of proposals in accordance with the established procedure and criteria. In order of ranking, the list of participants will be drawn up.

80. The Commission will inform the Participants about the results of the evaluation of the completed Detailed Proposals and the list of participants drawn up in accordance with the ranking of awarded assessments by the CVP IS measures, not later than within 5 (five) business days after the assessment. The participant, whose full proposal will receive the highest evaluation, will receive an invitation to participate in the negotiations together with the report on the results of the Detailed Proposal Evaluation. This call will indicate the timing, location, foreseeable progress of the negotiations and other information related to the conduct of the negotiations. In the event that the detailed offers of several Participants receive the same highest rating, in such a case all such Participants will be invited to the negotiations.
81. The Commission will invite to participate in the negotiations and the Participant whose rating for the Detailed Proposal is the second highest rating if its Detailed Proposal is similar to the Participant whose tender has been awarded the highest rating, i.e. their rating differs by no more than 15 percent. If multiple Bidders receive the same rating and are similar offers to the highest bidder, in such a case all such Participants will be invited to the negotiations.
82. The Commission also has the right to invite the Participant (Participants) to the negotiation, for which the evaluation given to the Detailed Proposal is the second most highly valued, if the Offer (Proposals) of this Participant (Participants) is similar (similar) to the highest Offeror and / their rating varies by more than 15 percent. If the same evaluation is given to the Detailed Biddings of several Participants by the second highest ranking, in such case the Participant will be invited to the negotiations, the Detailed Proposal of which is given above.
83. The invitation to negotiate the Participant's Detailed Proposal will form the basis for negotiations in order to reach agreement on the issues raised in the call.

## **6. NEGOTIATIONS**

84. At the time specified in the the invitation to participate in the negotiations, the Participant will have to come the negotiations at the specified address. The Commission will ask the Participant to confirm whether it will participate in the negotiations (or in any of the phases thereof). If the Participant will be unable to participate in the negotiations at the specified time due to valid reasons, it must inform the Commission of that before the reasonable time, so that the next date of the negotiations can be arranged. Otherwise, the Commission will consider that the Participant has not entered the negotiations without good reason and has thus waived his Detailed Proposal *[if it is required to submit the tender security, and will have the right to use the provided guarantee of the full bid]*. and the Offer will be discarded.
85. Confirmation of participation in the negotiations will require the Participant to identify the person (s) who will represent him in the negotiations and submit the documents confirming the authority of such person. During the negotiations, the Commission will consider that this (these) representative(s) has (have) the right to negotiate and assume obligations on behalf of the Participant.

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86. Negotiations will be conducted in the Lithuanian language. Participants from foreign countries must take care of the proper translation of the entire negotiation procedure into the language that they understand at their own expense. These costs are not reimbursed to the Participants in accordance with the section IV of the Conditions.
87. Negotiations will be conducted with each participant invited to the negotiations (in case two or more Participants are invited) separately, on the basis of the submitted Detailed Proposal.
88. Negotiations will be conducted on the following issues:
- 88.1. for *[specify negotiation questions]*. *It is recommended to clearly specify (disclose) the object of negotiations in the Conditions and in the invitation to the negotiations, as well as not to negotiate on the conditions that could violate the principle of equality by introducing new conditions that were not known at the moment of the Tender and that would provide the invited Participants with an advantage with respect to the other Participants who were not aware of the potential scope of negotiations in advance, and thus would violate their legitimate interests and expectations];*
  - 88.2. **other questions in the call;**
89. Negotiations with Participant (s) The Commission will endeavor to comply no more than *[specify time limit]* days. other questions in the call; However, this term is only indicative and may vary depending on the negotiation process.
90. *[If the negotiations are conducted in stages* The negotiations will consist of tiers which may consist of several meetings, which will include a detailed proposal with a view to optimizing it and ensuring the best possible implementation of the needs of the Granting Authority, and to enable the Participant to provide a comprehensive and / prepared for implementation of the Final Proposal. It is expected that the negotiations will be carried out at the following stages (either individual meetings may be held in parallel):
- 90.1. Tier one - discussing and negotiating technical aspects of the Comprehensive Proposal (terms and conditions). It is anticipated that this stage will last *[indicate the period]* days. At this stage, negotiations will be conducted on the following issues:
    - 90.1.1. engineering and technical solutions;
    - 90.1.2. Service provision;
    - 90.1.3. Project results according to the Specifications;
    - 90.1.4. Registration / fixing and deduction mechanism for violations;
    - 90.1.5. Other issues related to technical aspects of the Comprehensive Proposal.
  - 90.2. The second stage deals with the financial aspects of the comprehensive proposal (terms and conditions). It is anticipated that this stage will last about *[indicate the period]* days. At this stage, negotiations will be conducted on the following issues: -
    - 90.2.1. financing sources and financing conditions;
    - 90.2.2. terms of settlement and payments;

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- 90.2.3. tax issues;
- 90.2.4. Proposed [*choose the applicable* Remuneration / or Fee];
- 90.2.5. Value of the Agreement;
- 90.2.6. Matters related to other financial aspects of the Comprehensive Proposal.
- 90.3. The third stage deals with the legal aspects of the Comprehensive Proposal (terms). It is anticipated that this stage will last about [*indicate the period*] days. At this stage, negotiations will be conducted on the following issues: -
  - 90.3.1. Draft of the Agreement;
  - 90.3.2. risk sharing between countries;
  - 90.3.3. The conditions for the implementation of the project and the assets to be created, the conditions for its use and return;
  - 90.3.4. Object's creation, Service provision, and Agreement management plan;
  - 90.3.5. other issues related to legal aspects of the Comprehensive Proposal.
91. If needed, more tiers can be conducted during the negotiations. The number and nature of the other stages of the negotiations will be determined in the light of the remaining Project implementation issues that need to be discussed in order to obtain comprehensive and substantiated Final Bases on the basis of a comprehensive proposal.
92. The Participant has the right to propose additional tiers of negotiations and / or additional issues to be discussed. If, in the Commission's view, such a proposal is justified, the negotiations will be supplemented by the proposed step and / or issue. In this case, the other Participants will have the right to indicate that they are not relevant to this stage and / or issue and not to participate in it.
93. [*Select the applicable* Negotiations / or Each phase of negotiations] will be executed in the following order:
  - 93.1. Individually with each Participant, will be conducted the [*Select the applicable* Negotiations for / or for that phase of negotiations], issues related to the Detailed Proposal Submissions provided by the Participant;
  - 93.2. during the negotiations the information provided by the Participant will be considered confidential and can not be disclosed to other Participants, except in cases established by the Terms;
  - 93.3. The information provided to the Participant to the Participant, which may be relevant to other Participants, is provided to all interested Participants, but ensuring that the relevant Participant's identity and its confidential information are not disclosed;
  - 93.4. [*Select the applicable* Negotiations / or Each phase of negotiations] will be carried out as long as the Commission considers that the issues discussed will be detailed to the extent that it allows the Participant to reasonably and thoroughly formulate the relevant part of the Final Proposal on their basis;
  - 93.5. negotiations will be conducted in the Lithuanian language.

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94. [Select the applicable Negotiations / or Each phase of negotiations] will be recorded in a protocol to be signed by the Participant's authorized representative, the President of the Commission and the Commission's sector. Before signing the protocol, the Participant will be able to submit his comments about it. The protocol is signed [Select the applicable Negotiations / or Each phase of negotiations] or immediately thereafter, but no later than 10 (ten) Business days after [Select the applicable Negotiations / or Each phase of negotiations]. If the Participant refuses to sign the protocol or does not sign it within the time period specified in this clause, the Participant shall be deemed to have waived its comprehensive proposal and the Commission in such case will have the right to use the Expiry of the tender submitted by the Participant. After the results of the Tender are recorded in the protocol in the course of the execution of the procedures of further negotiations, the Participant will be able to change them only by improving them or if consent of the Commission is received.
95. The Commission, with a view to finalizing the provisions of the draft Agreement and the documents relating thereto, has the right to agree on all conditions and to take all necessary steps, although not expressly provided for in the Conditions. However, such agreements and practices will be non-discriminatory and fair in relation to all Participants.
96. In the event that the negotiations with the Participant (if more than one Participant is invited to negotiate with all Participants) cease to exist, the Commission may invite other Participants to negotiate in accordance with the order of their Earnings Estimates and Detailed Submissions, but in this case they will be invited to negotiate only after one participant.
97. If only one Participant will be negotiated and the terms and conditions of the Submitted Submission after the negotiations will meet the requirements set forth in these Conditions and the annexes thereto and will not be worse than the Detailed Proposal submitted prior to the negotiations, except for the terms which were individually agreed upon with the Commission, the Offeror will be invited to submit the Final Proposal. and according to the procedure set out in the Annex 17 to the Terms and Conditions, the procedure for the evaluation of the tenders and criteria, after evaluation of the conclusion of the Agreement.
98. If more than one Participant is negotiated, the Final Bids submitted after the negotiations will be re-evaluated in accordance with the same criteria and procedure as before the negotiations, as detailed in the Detailed Proposals, specified in the Annex to 17 the Terms and Conditions, Procedure and Criteria for the Evaluation of Bids. In such a case, the conclusion of the Agreement will be offered to the Participant whose Final Proposal will meet the requirements of the Terms and will be assessed as economically viable.

## **7. DOCUMENT ARRANGEMENT**

99. The Commission prepares an updated draft of the Agreement in accordance with the amendments of the Agreement agreed by the Participant(s) and the Commission during the negotiations.
100. The awarding authority submits an updated draft Agreement to the Ministry of Finance for submission.
101. If the Ministry of Finance concludes that the provisions of the draft Agreement are not in accordance with the requirements of fiscal discipline, the Commission will continue negotiations with the Participant (if more than one participant is invited to negotiate with all the



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- Participants) and, accordingly, amends the draft Agreement. *[If the concession is granted by a central government entity* If after the negotiations the terms of the draft agreement are not in accordance with the conditions established by the decision of the Government of the Republic of Lithuania or the Seimas of the Republic of Lithuania on the implementation of the partnership project, the concession award procedure shall be terminated]. *[If the concession is granted by a local government* If, after the negotiations, the terms stated in the draft agreement do not comply with the conditions specified in the decision of the council on the expediency of the implementation of the project, the draft Agreement must be submitted to the *[name of the municipality]* for the controller to obtain a conclusion and *[name of the municipality]*
102. The Granting Authority can not guarantee the positive conclusions / decisions contained in 100 and 101 the Terms and Conditions of Acceptance and assumes no liability unless the findings / decisions are accepted or negative.
  103. If the institutions and conditions set out in the 100 and 101 Terms and Conditions will not comply with the terms and conditions stipulated in the Agreement, the Granting Authority will continue negotiations with the Participant (s), refine the Draft Agreement and re-submit it to the Conclusions / Conciliations to the authorities indicated in 100 and 101 the Terms and Conditions or complete the Tender Procedures. Participants, submitting Detailed Proposals, agree with the possibility of completing the Tender Procedures in the case specified in this item and refuse any claims against the Granting Authority / Commission or their representatives.
  104. Upon receipt of the Positions / Decisions referred to in 100 and 101 the Conditions and Items, the Participant (s) shall be informed about the completion of the negotiations and will be invited to submit the Final Proposal (s) under the 8 Terms and Conditions Submission of the Final Proposal in the prescribed manner.

## **8. SUBMISSION OF THE FINAL TENDER**

### **CONTENTS OF THE FINAL TENDER**

105. At the end of the negotiations, the Participant will be invited to submit the Final Proposal in accordance with the form provided in the Application Form in the Annex 19 of the Terms, in the Annex to 18 the Terms of Reference, submission of the Proposal in the order specified. The final proposal is based on the outcome of the negotiations.
106. The final proposal must contain the information specified in the 62Terms and Conditions, with the exception of proposals and comments on the draft Agreement. The content of the final offers is also subject to the requirements 47 - 50 of the Terms and Conditions. If the information contained in the Offer is unchanged, the Participants are entitled to submit only those documents (information) that change according to the results of the negotiations, clearly indicating in the Final Proposal submitted.
107. The Participant's Final Proposal can not be worse than the results achieved during the negotiations, and the provisions that were not negotiated are not worse than in the Comprehensive Proposal.
108. The submitted Final Proposal must be unconditional and acceptable to the Participant without any modifications.

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#### **DEADLINE FOR THE SUBMISSION OF THE FINAL TENDER**

109. The Final Proposal will have to be submitted by the Participant before the end of the deadline indicated in the Commission's invitation to submit the Final Proposal. If the Participant fails to submit the Final Bid, or will submit it in the wrong format, or not by means of CVP IS, within a specified period of time, the Commission will consider that such Participant refuses to continue to participate in the Tender. In the event that the Commission invites more than one Participant in the negotiations, the Final Bidders will have to be submitted by all Participants.
110. Upon submission of the Final Proposal in the invitation, the Participant has the right to change and / or withdraw his Final Bid. If a Participant will submit more than one Final tender, the Commission will reject all such tenders. Alternative offers are not possible at the final bidding stage and, if submitted, all such offers will be rejected.

#### **THE PERIOD OF VALIDITY OF THE FINAL TENDER**

111. The Final tender must specify its period of validity, which will have to be at least **[specify the period]** days from the date of the final date of submission for the Final tenders.
112. Until the expiry of the Final Bid, the Commission may ask the Participant to extend the term of the Final Bid until a specified specified time, but this will not be obligatory for the Participant and may be rejected without sacrificing the right to the Substantiation of the Offer. The maturity date of a comprehensive offer is extended in accordance with the terms 72, 73 of these Terms and Conditions.

#### **EVALUATION OF FINAL TENDER**

113. Upon receipt of the Final Proposal (s), the Commission will, in accordance with the procedure set out in the Annex 17 to the Terms and Conditions, verify the conformity of its (its) compliance with the Terms and Conditions.
114. If the Commission invites more than one Participant to submit Final Bids, the Commission will carry out an assessment of their cost-effectiveness in the Annex 17 to the Terms and Conditions. The procedure and criteria for the evaluation of tenders will be established in accordance with the established procedure and criteria.
115. The Commission notifies the Participants about the results of the performed evaluations, the created order of Final tenders *[If the Final tender of more than one Participant will be recognized as meeting the requirements of the Conditions]*, decision on the conclusion of the Agreement, and an application of a precise time for the postponement of the Agreement through the CPP IS means of correspondence, no later than within 5 (five) Business days after the completion of the evaluations. The Participant, whose Final tender will be recognized best, will be presented with an invitation to conclude the Agreement together with such notice.

### **9. CONCLUSION OF A PARTNERSHIP (CONCESSION) AGREEMENT**

116. During the time period specified in the invitation to conclude the Agreement, the Participant and the Project company, established by it before the signing of the Agreement, will have to come and conclude (sign) the Agreement.

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117. If the Concessionaire and / or the Project Company, in writing, refuses to conclude it or fails to submit the Agreement performance specified in the Conditions, or does not sign the Agreement or refuse to conclude the Agreement within the time period specified by the Granting Authority, or does not establish a legal entity, the Project Company, as the term specified in the invitation to conclude the Agreement. established in Paragraph 2 of Article 59 of the Law on concessions, he is deemed to have refused to conclude the Agreement. [*In the event that the provision of the security of the Detailed tender validity is required* *In such a case the Participant will lose the security of the submitted Detailed tender validity.*] In this case, the other Participant who has submitted the Final Proposal will be invited to participate in the Agreement if the Final Proposal of this Participant is found to be in compliance with the Conditions or in the absence of such Participant, the Commission will invite to negotiate the Participant, which is in the list of Comprehensive Proposals compiled in accordance with the ranked economic performances, after refusing to enter into a Participant Agreement.
118. The Financial activity model presented by the Participant together with the Final tender is an integral part of the Agreement. Before the conclusion (signing) of the Agreement, the Participant must perform the Financial activity model optimization procedure, carry out an independent audit of the Financial activity model at its own expense, and submit a report of factual findings regarding the Financial activity model to the Granting institution. Financial activity model audit must be performed by an independent audit firm included in the list of audit firms of the Republic of Lithuania. The audit should be performed in accordance with international standards for related services and legislation in force in the Republic of Lithuania which would enable the auditor to ensure that the conditions and assumptions specified in the Agreement are properly reflected in the Financial activity model, accounting principles are applied, and tax calculation are reasonable, there are no errors in financial simulation. The candidacy of an audit firm must be agreed upon with the Granting institution before the audit, and audit may be carried out only after the written consent of the Granting institution that the audit firm is acceptable to the Granting institution, is obtained. The Participant assumes full responsibility for the results of an independent audit of the Financial activity model, i.e. after an independent audit of the Financial activity model and the identification of errors in the financial simulation, which results in the increase of the estimated Remuneration due to the correction thereof, such increase is not assumed by the Granting institution and the Remuneration will not be recalculated. If the corrections of the simulation errors would result in the decrease of the calculated Remuneration, the Financial activity model and the recalculated Remuneration must be respectively optimized in favour of the Granting institution, retaining the Internal rate of return specified in the Participant's Final tender.
119. The Contract will be concluded in accordance with the draft presented in the Annex No. 21 to the Conditions *Draft of the Agreement*, modified with respect to the results of the negotiations. After the conclusion of the Agreement, its conditions can be changed only in cases provided for in the Agreement or in the article 62 of the Law on Concessions.
120. In order to ensure that the Project is implemented and the Agreement is executed, the Concessionaire must provide the Enforcement Security, which must be valid until the Agreement enters into force in full. The security of Obligation performance must be prepared

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in accordance with the forms provided in the Annex No. 22 to the Conditions *Forms of the securities for tender validity and agreement performance.*

121. Prior to submission of the security of Contractual obligation performance, it is possible apply to the Granting institution for the confirmation of its suitability. The Granting institution will respond to this no later than within 3 (three) business days from receipt of such a request.
122. Prior to the conclusion of the Agreement, the Concessionaire will be required to provide a bond for the Agreement performance related obligations of the Project company. The bond must specify that:
  - 122.1. the bond is unpaid;
  - 122.2. Failure of the project company to fulfill its obligations under the Agreement or improper performance thereof, the Concessionaire is liable to the Granting institution jointly with the Project Company;
  - 122.3. The concessionaire is liable in the same way as the Project Company;
  - 122.4. The Concessionaire shall also be liable in cases when the Agreement is amended, and as a result, the scope of the obligations of the Project company and the responsibility of the Concessionaire as a surety change or other adverse consequences to the other Concessionaire as a surety occur;
  - 122.5. The responsibility of the Concessionaire as a surety ends only when the term of Project company obligation validity and performance expires under the Agreement and cannot end earlier due to the fact that for a certain period the Granting institution has not demanded the responsibility of the Concessionaire as the surety.
123. The surety of the concessionaire before the scheduled term can only be terminated if, in the Conditions and in the permitted cases, the shares of the Project Company will be transferred to another entity (or a member of the group of economic entities forming a Concessionaire) and this entity will pay for the respective obligations of the Project Company in the same amount as the Concessionaire disposing of the shares (a member of the group of economic operators).

#### **IV. COSTS OF PARTICIPATION IN THE COMPETITION**

124. Entities participate in this Tender on their own risk and cost. The Granting institution will not reimburse any costs associated with participating in this Tender, and may not be deemed responsible for any costs of bid preparation and/or other costs related to the participation and preparation for participation in the tender, including, but not limited to, the costs associated with obtaining the Conditions, and the preparation and submission of Preliminary, Detailed, or Final tenders, as well as expenses related to negotiations (including translation into a foreign language), copying of documents, printing, postal or courier services, framing or sending of drawings and photographs; business trips and meetings, transport, accommodation, salaries, fees for lawyers, consultants, engineers and other persons for hire, document management and state fees, as well as other expenses related to participation in negotiations.

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125. The Commission is entitled to terminate the Competition in the Tender procedures in accordance with the procedure set forth in the 24 Conditions, without accepting any liability, including the reimbursement of expenses specified in the Clause 126 of the Terms.
126. [*If applicable*, the Participant who won the Tender will have to compensate *[enter the amount]* EUR of the investment project preparation cost, incurred *[enter the entity that financed the preparation of the investment project]* during the private initiative submission procedure (for cases where the procurement is awarded not to the Private partner that submitted the private initiative and financed an investment project)]. The costs of the preparation of the investment project must be agreed with the Granting institution in advance and, in any case, may not be higher than the market price valid during the preparation of the investment project].

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## 1 Annex to the Conditions

### DEFINITIONS THAT ARE USED<sup>1</sup>

<b>Remuneration</b>	means the payment of the Granting Authority by the Project Company to be paid to the Granting Authority by the period and in accordance with the procedure established by the Agreement
<b>CPP IS</b>	means the Central Public Procurement Information System available at <a href="https://pirkimai.eviesiejpirkimai.lt">https://pirkimai.eviesiejpirkimai.lt</a> .
<b>Participant</b>	<p>means the economic operator / executors submitting an application or tender to the Competition. A Participant may be a natural person of any legal form, a public legal person (other than public and private legal persons who, in accordance with the procedure established by the Law on State Debt of the Republic of Lithuania, are classified in the public sector), a foreign legal person or other economic entity, established in accordance with the Law of a foreign state and who does not have the status of a legal person, as well as branches of companies, established in the Member States of the European Union and other countries of the European Economic Area, established in the Republic of Lithuania.</p> <p>An entity that (in the case of a group of entities, any member of the group) is involved in the preparation for the conduction of this Tender or the preparation of the Project for the implementation and this would violate the principle of supplier equality, cannot be a Participant.</p>
<b>Works</b>	means all design, construction, repair, installation and other work necessary for the Object to be executed by the Project Company in order to comply with the requirements of the Agreement, including the Specifications and the Offer.
<b>Business day</b>	means any other day except for Saturday and Sunday, and other official holidays in the Republic of Lithuania.
<b>Data vault</b>	means <i>[if the data will be provided in an electronic data base established virtual data vault / if the data will be provided in a physical room equipped premises]</i> , containing all documents related to the implementation of the Project held by the Granting institution, such as: investment project and project related

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<sup>1</sup> The list of definitions that are used is modified according to the specific features of the Project.

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technical documents [*specify examples of other documents that must be provided*].

**EUOJ**

means the Official Journal of the European Union available at the following address: <http://eur-lex.europa.eu/oj/direct-access.html>.

**Financial activity model**

means the document of the same name prepared based on the form specified in the Annex No. 14 to the Conditions *Requirements for a financial activity model*, which presents structure and conditions of the financing of Concessionaire's and/or Project company operation, financially (economically) justifies the aims of investment, and presents the evaluation of the return on investment and other performance indicators;

**Ministry of Finance**

means the Ministry of Finance of the Republic of Lithuania, legal entity code 288601650, address Lukiškių g. 2, LT-01512 Vilnius;

**Final tender**

means the final tender submitted by the Participant according to the form specified in the Annex No. 19 to the Conditions together with the documents supporting the final tender that is being submitted, discussing the technical, financial and commercial issues of the Project implementation, which are formed in the Conditions and agreed upon during the negotiations, and which provides the other information required by the Conditions, and according to which the Participant(s) is ready to sign the Agreement.

**Investments**

means the obligatory investments in [*specify the invested assets*] used for the performance of the Works and the provision of the Services or for the performance of the Commercial Activities or other necessary investments for the performance of the Works, the provision of the Services and / or the Commercial Activities specified in the Specifications and the Offer in the Annex 2 to the Conditions.

**Law on Investments**

means the Law on Investments of the Republic of Lithuania

**Detailed tender**

means the Detailed binding tender that is being submitted according to the form specified in the Annex No. 19 to the Conditions *Tender form* together with the documents supporting the Detailed binding tender, discussing the technical, financial, legal, and commercial issues of the Project implementation, and which provides the other information required by the Conditions, and according to which the Participant is ready to sign the Agreement.

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<b>The Commission</b>	means the Tender commission conducting the Tender, formed by the order No. [ <i>number</i> ] of the head of the Granting institution of [ <i>date</i> ].
<b>Commercial activity</b>	means [ <i>specify specific economic commercial activity</i> ]
<b>Concession Law</b>	means the Law on Concessions of the Republic of Lithuania.
<b>Obligation of Confidentiality</b>	means the document of the Participant that is seeking to participate in the Tender and obtaining the confidential information related to the ongoing Project and Procedures of the Tender, prepared in accordance with the form presented in the Annex No. 9 to the Conditions <i>The form of the Obligation of Confidentiality</i> and submitted to the Granting institution with which the Participant confirms the commitment not to disclose the confidential information that was received.
<b>Obligation of Confidentiality</b>	means a written commitment by a member of the Commission or an expert that he will not provide third parties with information the disclosure of which would be contrary to the requirements of the relevant laws, the public interest or would prejudice the legitimate interests of Participants and / or Granting institution.
<b>Tender</b>	means concluding a concession in accordance with Chapter III of the Concession Act and a concurrent submission by the granting authority of these Terms and conditions for the selection of the Participant for the implementation of the Project and for the purpose of concluding negotiations with the Participant submitting the most advantageous tender (or in accordance with the Rules, two Participants) for the purpose of reaching an agreement on the Granting Bodies the eligible technical and financial terms of the Detailed and Final Proposals, on the basis of which the Agreement will be concluded
<b>Concessionaire</b>	means the Participant whose Final Proposal is considered to be the most advantageous and who has won the Contest and with whom and with whom the Project Company is established by the Agreement and in the cases provided for by the Agreement to replace it.
<b>Qualification requirements</b>	means the requirements for a Participant for the absence of the grounds for removal and qualification specified in the Annex No. 4 to the Conditions <i>Qualification requirements</i> The Participant's requirements regarding the absence of grounds for exclusion and qualifications - requirements for the right to



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engage in the respective activities, financial and economic, technical and professional capacity.

**Qualification evaluation**

means the inspection of whether there are grounds for the removal of a Participant, and whether the Participant meets the qualification requirements (the right to engage in the respective activities, financial and economic, technical and professional capacity) conducted in accordance with the procedure specified in the Annex No. 8 to the Conditions *Qualification evaluation and the procedure of the qualification selection performance*.

**Declaration of impartiality**

means a written statement by a member of the Commission or an expert that he is impartial in relation to an entity.

**[If applicable Fee**

means the remuneration paid by the Concessionaire Granting Authority for the granted concession (including access to the transferred property and its infrastructure in the provision of the Services and / or Commercial activities), the final amount of which is indicated by the Participant in the Final Proposal and justified in the Financial Operating Model and paid on the basis of the frequency and procedure set out in the Agreement.]

**Object**

means [*specify the infrastructure (including the structures and equipment of communications and engineering networks) that the Project company must create*].

**Tender**

means a set of documents and data submitted by the Participant in the form set forth in the 19 Application Form in accordance with the Terms and Conditions, offering to perform the Works, to provide the Services and / or to carry out the Commercial activities in accordance with the conditions established by the Granting Authority. The proposal includes a Preliminary, Detailed and Final Proposal together.

**Request**

means any question or request for explanation or clarification of the Terms submitted by CVP IS to the Granting Authority of the Participant or other interested person.

**Services**

means the Project Companies, in accordance with the Agreement, the Specification Requirements and the Final Proposal Provisions, provided in the Services specified in the Specifications, except for the Commercial Activities.

**Preliminary tender**

means the preliminary non-binding proposal for the ways and conditions of the Project implementation, submitted after the qualification selection, according to the form specified in the Annex No. 19 to the Conditions *Form of the Tender*, together with the supporting documentation.

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**Project** means the project [*name and main characteristics / short description of the Project*] implemented by the concessionaire of the Granting Authority.

**Project company** means, in accordance with Paragraph 2 of Article 59 of the Law on Concessions, the legal entity (private limited liability company) established by the Participant who has won the Contest for the purpose of implementing the Project, which becomes a party to the Agreement and carries out the activities specified therein and who, at the time of the conclusion of the Agreement, must:

- solely Participant must own (i.e., 100% of its shares (parts)); and
- must have the sole purpose to perform the activity intended for the implementation of the Project;
- have no debts or other obligations unrelated to the performance of the Agreement;
- [*specify other requirements that the Project Company must meet*; and]
- be a registered VAT payer.

**Conditions** means the terms of this Competition and their annexes, as well as all their adjustments, explanations and answers to requests or inquiries of the Participants or other interested parties.

**Specification** means the specifications of Works, Services, and/or Commercial activities specified in the Annex No. 2 to the Conditions, specifying the requirements and indicators on the basis of which the Participant prepares the Detailed and the Final tender, and which must be met by the Works, Services, and/ or Commercial activity.

**Sub-suppliers** means the economic entities, specified in the application and/or the Preliminary , detailed, and/or Final tender, or the economic entities, replacing them during the period of Agreement performance, or newly employed economic entities, carrying out the Works or providing the Services, or is engaged in a Commercial activity, the performance or provision of which under the Agreement is the responsibility of the Project company, except for the suppliers of electricity, heating, water, wastewater treatment, waste management and other Utilities;

**Associated company** means any company meeting the requirements specified in the Annex No. 20 to the Conditions *The list of associated companies*.

**Agreement** means the Partnership Agreement (concession) agreement to be concluded between the Granting Authority, the winner of the

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Participant's tender and the partnership project (concession) signed by the Participant's Project Companies on the implementation of the Project by public-private partnerships, as stipulated in the Investment Law, the Concession Law, and these Conditions.

**Value of the Agreement**

means the value stated in the Final Proposal and the Agreement, which includes the revenue accrued by the Concessionaire and / or the Project companies during the entire Agreement period excluding value added tax and which will be received as consideration for the Works, the provision of the Services and / or the Commercial Activities, which value To implement the project

**Granting institution**

*[Name, legal status, code, other details] of the granting authority, in accordance with [specify the legal basis by which the Granting authority implements the Project by concession],* which is also the awarding authority in accordance with Article 15 of the Concession Law.

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## 2 Annex to the Conditions

### SPECIFICATION

*[Enclosed in a separate document.]*

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### 3 Annex to the Conditions

#### SUBMISSION OF REQUESTS

Requests may be submitted only through the communication means of CPP IS. Requests are submitted in Lithuanian. In order to submit applications and other documents, you must register with CVP IS. The sign up procedure description can be found at:

<https://vpt.lrv.lt/lt/cvp-is/mokymu-medziaga/tiekejams-1>

The form for the submission of the request for registration can be found at:

<https://pirkimai.eviesiejipirkimai.lt/>

Requests for applications and applications for qualification may be submitted no later than *[number, recommended not less than 8-10]* days before the deadline for submission of applications.

Other inquiries regarding the Tender may be submitted no later than *[number, recommended not less than 8-10]* days before the Offer submission deadline, which will be indicated in the invitation to submit the relevant Tender. At the request of the Participant, the Grantor shall provide him with additional information related to the concession documents, clarifications of the concession documents, explanations, corrections, and in the case referred to in Article 33 (2) of the Concession Law, the concession documents themselves, not later than *[number, recommended not less than 8-10]* days until the respective deadline for submission of bids, if requested in due time.

When submitting requests, the Participant must indicate, whether the request contains confidential information and what exactly is deemed to be such information. If the Commission will not agree that the information provided is confidential, it will ask to justify its confidentiality. If the Commission believes that the Participant failed to prove the confidentiality of the information indicated, such Request will not be answered.

The Commission will respond promptly to the request, but not later than within 6 (six) business days, and no later than 6 (six) Business days before the deadline for submission of applications or corresponding Offer. It will necessarily take more time for the Comprehensive Response to be prepared by the Commission, during which time Participants or other interested parties will be informed of the timing of the exact answers.

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#### 4 Annex to the Conditions

### QUALIFICATION REQUIREMENTS

The participant in the competition must meet the requirements for the absence of grounds for exclusion, qualifications (right to engage in relevant activities, financial and economic, technical and professional capacity).

Grounds for removal	
I. The requirement for the absence of the grounds for removal	The following must be submitted as a proof of compliance
<p>1.1. <b>Mandatory criterion</b></p> <p>During the last 5 years a Participant, who is a natural person, or the head, other member of management or supervisory body of the Participant, or another person, who is authorised to represent the Participant or control it, make a decision on its behalf, make a transaction, or its accountant(s) or other person(s), who has (have) the right to draft and sign the Participant's accounting documents, have no convictions that are entered into force, and this person does not have a valid or non-voided convictions for the following criminal activities:</p> <ol style="list-style-type: none"> <li>1) participation in the criminal organization, its organizing or control;</li> <li>2) bribery, trade in influence, graft;</li> <li>3) fraud, misappropriation, embezzlement, fraudulent statement about the activities of a legal person, the use of a credit, a loan or a targeted aid outside the intended purpose or established procedure, credit fraud, submission of incorrect reporting of income, profit or assets, failure to submit a declaration, a report or other document, fraudulent accounting or abuse, when these criminal offences are aimed against the financial interests of the European Union as it is specified in the article 1 of the</li> </ol>	<p>A document issued by the Department of Informatics and Communications under the Ministry of the Interior or an extract from the court decision (if any) or the State Enterprise Center of Registers, <b>in accordance with the procedure set by the Government of the Republic of Lithuania</b>, confirming the joint data processed by the competent authorities.</p> <p>If the Participant is a legal entity registered in a foreign state, it shall submit the documents issued by the respective institution of a foreign state. If the Participant is unable to provide the specified documents, since such documents are not issued in a respective state or such documents issued in that state do not cover all the issues raised, they may be replaced with:</p> <ol style="list-style-type: none"> <li>1) an oath declaration;</li> <li>or</li> <li>2) an official declaration of the Participant if the oath declaration is not used in the country. An official declaration must be certified by a notary public or a competent professional or trade organisation of the Member State or Participant's country of origin or the of the country where it is registered.</li> </ol> <p>The documents specified in this paragraph must be issued <b>not earlier than 30 (thirty) days</b> before the deadline for submission of applications, or their validity period should cover this date.</p>

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<b>Grounds for removal</b>	
<b>I. The requirement for the absence of the grounds for removal</b>	<b>The following must be submitted as a proof of compliance</b>
<p>Convention on the protection of the European Communities' financial interests;            4) terrorist or terrorist activity related crimes;            5) the acquisition or legalization of the proceeds of crime, the legalization of the proceeds of crime or money;            6) human trafficking, the purchase or sale of a child.</p> <p>Similarly, for each crimes listed in this requirement, a Participant, who is a legal person, another organization or its branch, has not been convicted and sentenced in the last 5 years.</p>	<p><i>Digital copies of documents submitted by CPP IS means or documents created by electronic means.</i></p>
<p>1.2. <b>Mandatory criterion</b></p> <p>The Participant has fulfilled obligations related to the payment of taxes, including social security premiums, according to the requirements of the country in which it is registered or the country where the Granting institution is located.</p> <p>Also in the last 5 years, the Participant, who is a natural person, has not been convicted and sentenced and this person does not have a valid or non-voided convictions; or in the last 5 years against the Participant, who is a legal person, another organization or its branch a final administrative decision (if such a decision was declared in accordance with the requirements of the legislation if the Participant's country) for failure to perform obligations arising from the payment of taxes, including social security premiums, according to the requirements of the country where the Participant is registered or the country where the</p>	<p>1) The Participant has performed obligations related to payment of taxes, the following is submitted: A document issued by the State Tax Inspectorate under the Ministry of Finance of the Republic of Lithuania or a document issued by the State Enterprise Center of Registers, in accordance with the procedure set by the Government of the Republic of Lithuania, confirming the joint data processed by the competent authorities.</p> <p>2) The Participant has performed obligations related to payment of social security premiums, the following is submitted:            - If the Participant is a legal entity, registered in the Republic of Lithuania, it is not required to submit any documents proving this requirement The Granting institution verifies the data itself in the national database (<a href="http://draudejai.sodra.lt/draudeju_viesi_domenys/">http://draudejai.sodra.lt/draudeju_viesi_domenys/</a>). If due to technical malfunctions of the Sodra information system the Granting institution will not be able to check the available data on the Participant (legal person) for free, it will have the right to request</p>



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<b>Grounds for removal</b>	
<b>I. The requirement for the absence of the grounds for removal</b>	<b>The following must be submitted as a proof of compliance</b>
<p>procuring entity is located, was not declared and imposed.</p> <p>A Participant is not considered non-complying with this requirement if:</p> <ol style="list-style-type: none"> <li>1) The Participant obliged to pay taxes, including social security premiums, and therefore, it is deemed that it has already performed the obligations specified in this requirement;</li> <li>2) the amount of the debt does not exceed 50 euros (fifty euros);</li> <li>3) due to an existing default, the Participant is not yet considered to be owed under the legislation of the country in which he is registered or is domiciled;</li> <li>4) The Participant has been informed of the exact amount of its debt at such a time that, before the deadline for submission of applications, it has not been able to pay taxes, including social security premiums, to conclude a tax credit agreement or other binding agreement of similar nature on their payment or to take other measures to comply with this requirement to comply with the provisions of the paragraph 2 of this paragraph. On this basis the participant is not removed from the procurement procedure, it is considered to have already fulfilled its obligations regarding the payment of taxes, including social security contributions.</li> </ol>	<p>the Participant (legal entity) to submit a document issued in accordance with the set procedure confirming compliance with this requirement.</p> <p><i>[It is recommended for the Granting institution to indicate the date of which the data about the Participant will be checked]</i></p> <p>If the Participant is a legal entity registered in a foreign state, it shall submit the documents issued by the respective institution of a foreign state. If the Participant is unable to provide the specified documents, since such documents are not issued in a respective state or such documents issued in that state do not cover all the issues raised, they may be replaced with:</p> <ol style="list-style-type: none"> <li>1) an oath declaration;</li> <li>or</li> <li>2) an official declaration of the Participant if the oath declaration is not used in the country. An official declaration must be certified by a notary public or a competent professional or trade organisation of the Member State or Participant's country of origin or the of the country where it is registered.</li> </ol> <p>The documents specified in this paragraph must be issued <b>not earlier than 30 (thirty) days</b> before the deadline for submission of applications, or their validity period should cover this date.</p>
<p>1.3. <b>Mandatory criterion</b></p> <p>The Participant with other Participants has not entered into any agreements aimed at distorting or distorting competition in the concession award procedure</p>	<p>Participant's declaration, filled out according to the form specified in the Annex No. 7 to the Conditions.</p>

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<b>Grounds for removal</b>	
<b>I. The requirement for the absence of the grounds for removal</b>	<b>The following must be submitted as a proof of compliance</b>
<p>1.4. <b>Mandatory criterion</b></p> <p>At the time of the purchase, the Participant is not in a situation of conflict of interest as defined in Article 22 of the Law on Concessions when the relevant situation can not be corrected.</p>	<p>Participant's declaration, filled out according to the form specified in the Annex No. 7 to the Conditions.</p>
<p>1.5. <b>Mandatory criterion</b></p> <p>The competition was not violated due to the assistance to the Participant in preparing for the granting of the concession, as specified in the part 2 of the article 27 of the Law on Concessions, when the relevant situation cannot be rectified.</p>	<p>Participant's declaration, filled out according to the form specified in the Annex No. 7 to the Conditions.</p>
<p>1.6. <b>Mandatory criterion</b></p> <p>The Participant does not meet the following grounds:            During the concession award procedures, the Participant has concealed information or submitted false information about compliance with the requirements of this Annex regarding the absence of grounds for exclusion and the qualification requirement and the Granting Authority can prove this by any legal means.</p>	<p>Participant's declaration, filled out according to the form specified in the Annex No. 7 to the Conditions.</p>
<p>1.7. <b>Mandatory criterion</b></p> <p>The Participant did not perform any of the following actions: took unlawful steps to influence the decisions of the Granting institution during the concession granting procedures, to receive confidential information that would give it an unjustified advantage in the procurement procedure, or provided misleading information that may materially affect the decision of the Granting institution to remove Participants, their qualification evaluation, determination of the winner,</p>	<p>Participant's declaration, filled out according to the form specified in the Annex No. 7 to the Conditions.</p>

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<b>Grounds for removal</b>	
<b>I. The requirement for the absence of the grounds for removal</b>	<b>The following must be submitted as a proof of compliance</b>
and the Granting institution can prove it by any legal means.	
<p><b>1.8.Mandatory criterion</b></p> <p>The Participant does not meet the following grounds:</p> <p>1) the Participant has failed to perform the public purchase-sale agreement of the concession, the purchase-sale agreement with the Granting institution, as it is specified in the Law on the procurement conducted by the procuring subjects from the fields of water management, energy, transportation, or postal services, or performed it improperly, and that was a material breach of the agreement defined in the Civil Code (hereinafter referred to as the material breach of agreement), due to which an agreement was terminated during the last 3 years, or a judgement has been passed and came into force over the last 3 years a court decision to satisfy the claim of the procuring organisation or a Granting institution to compensate the losses, incurred due to the fact that the participant has performed the material condition of the agreement with major or constant defects.</p> <p>2) in accordance with the legislation of other countries, during the last 3 years, it has been established that the Participant, in the course of performance of a previous agreement, has performed the essential requirement with major or constant defects, and because of that earlier agreement was terminated prematurely, damages were claimed or other similar sanctions were imposed.</p> <p>3) A Participant is established in order to avoid the application of the grounds for</p>	Participant's declaration, filled out according to the form specified in the Annex No. 7 to the Conditions.

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<b>Grounds for removal</b>	
<b>I. The requirement for the absence of the grounds for removal</b>	<b>The following must be submitted as a proof of compliance</b>
<p>removal specified in the sub-paragraphs 1 and 2 of this requirement and the Granting institution has compelling data with respect to that.</p>	
<p>1.9. <i>Mandatory criterion (if a concession is granted in the field of defense and security)</i></p> <p>In the case of defense and security concessions, where, based on evidence of any kind, including protected data sources, it appears that the Participant is not reliable when it is necessary in order not to endanger state security.</p>	<p>A certificate confirming the compliance with the requirements of the classified information, marked with the label "Restricted use", protection or the certificate confirming the reliability of the company issued in accordance with the procedure established by the Law on State and Service Secrets of the Republic of Lithuania.</p> <p>In foreign countries with which international treaties on the mutual protection of classified information have been concluded or with which classified information is exchanged in accordance with European Union or NATO law, citizens of such foreign countries who are active in the country and who are registered therein may participate in the Republic of Lithuania in the selections made by the secrecy entities to conclude an classified transaction in which the classified information of the Republic of Lithuania will be transmitted, if the foreign state institution securing the security of transactions confirms that the company, institution, organization or individual involved in the selection is reliable and meets the requirements of the foreign state for suppliers, making relevant classified transactions.</p> <p><i>Digital copies of documents submitted by CPP IS means or documents created by electronic means.</i></p>

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<b>Grounds for removal</b>	
<b>I. The requirement for the absence of the grounds for removal</b>	<b>The following must be submitted as a proof of compliance</b>
<p>1.10. <i>Recommended requirement</i></p> <p>The Participant has not violated any of the environmental, social and labor law obligations referred to in the part 2 of the article 17 of the Law on Concessions, and for which the Participant has not been imposed an administrative penalty or an economic sanction specified in the laws of the Republic of Lithuania or legislation of other states, when less than a year has passed from the date of entry into force of the decision imposing this sanction</p>	<p>Participant's declaration, filled out according to the form specified in the Annex No. 7 to the Conditions.</p>
<p>1.11. <i>Recommended requirement</i></p> <p>The Participant is not insolvent, it has not been the subject of a restructuring or bankruptcy proceeding, no extrajudicial bankruptcy proceedings, liquidation proceedings have not been initiated or commenced, its property has not been managed by a court or a bankruptcy administrator, it has not entered into a settlement agreement with the creditors (agreement between the Participant and the creditors to continue the Participant's activities when the Participant assumes certain obligations, agrees to postpone, reduce or waive the claims), its activity is not suspended or restricted, or its condition is not the same or similar according to the legislation of the country in which it is registered.</p> <p>However, when the situation, defined in this paragraph, is present, the Granting institution does not remove the Participant from the concession granting procedure if it provides reasonable evidence that it will be able to perform the Agreement properly.</p>	<p>If the Participant is a legal person registered in the Republic of Lithuania, the Commission does not require the Participant to submit documents about the legal status of the Participant. This information will be checked in the information system of the State Enterprise Center of Registers.</p> <p>If the Participant is a legal entity registered in a foreign state, it shall submit the documents issued by the respective institution of a foreign state. If the Participant is unable to provide the specified documents, since such documents are not issued in a respective state or such documents issued in that state do not cover all the issues raised, they may be replaced with:</p> <ol style="list-style-type: none"> <li>1) an oath declaration;</li> <li>or</li> <li>2) an official declaration of the Participant if the oath declaration is not used in the country. An official declaration must be certified by a notary public or a competent professional or trade organisation of the Member State or Participant's country of origin or the of the country where it is registered.</li> </ol> <p>The documents specified in this paragraph must be issued <b>not earlier than 30 (thirty) days</b> before the</p>

**Color explanation:** *Blue* - comments or explanations that need to be deleted;  
*Green* - alternate provisions that need not be changed;  
*Red* - the information that must be entered.

<b>Grounds for removal</b>	
<b>I. The requirement for the absence of the grounds for removal</b>	<b>The following must be submitted as a proof of compliance</b>
<p>1.12. <b>Recommended requirement</b></p> <p>The Participant has not committed a serious professional misconduct, as specified in the Law on public procurement, which gives rise to doubt that it will perform the Agreement honestly. On this ground, the Participant is removed from the concessioning granting procedure when there is at least one of the following violations <i>[The Granting institution may optionally indicate one, several or all violations]</i>:</p> <p style="padding-left: 40px;">(a) breach of professional ethics, when less than one year has passed since the time when the Participant was declared as failing to comply with the norms of professional ethics;</p> <p style="padding-left: 40px;">b) competition, employee safety and health, information security, or intellectual property violation for which an administrative penalty or an economic sanction was imposed on the Participant or its head in accordance with the laws of the Republic of Lithuania or other countries, when from the date of declaration of the decision imposing this sanction, or from the date on which the person completed the administrative order, or from the date of entry into force, less than one year has passed.</p> <p style="padding-left: 40px;">c) violation of the prohibition on the conclusion of prohibited agreements, established by the Law on Competition of</p>	<p>deadline for submission of applications, or their validity period should cover this date.</p> <p><i>Digital copies of documents submitted by CPP IS means or documents created by electronic means.</i></p> <p>Participant's declaration, filled out according to the form specified in the Annex No. 7 to the Conditions.</p>

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*Green* - alternate provisions that need not be changed;  
*Red* - the information that must be entered.

Grounds for removal	
I. The requirement for the absence of the grounds for removal	The following must be submitted as a proof of compliance
<p>the Republic of Lithuania or a similar legislation of another country, when less than 3 years have passed since the date of the decision to impose an economic sanction established in the Law on Competition or the legislation of another state;</p> <p style="padding-left: 40px;">d) A Participant, who is a natural person, or a head or other member of the management or supervisory body of the Participant, who is a legal person, another organization or its division, or another person, who has the right to represent or control the Participant, make a decision on his behalf, or a participant with a majority of votes in a meeting of a legal entity has been found guilty of intentional bankruptcy as defined in the Law on Enterprise Bankruptcy of the Republic of Lithuania or legislation of similar nature of other states when less than 3 years have passed since the day when the judgement entered into force.</p>	

Qualification requirements	
II. Requirements for the financial and economic capability	The following must be submitted as a proof of compliance
<p style="color: blue; text-decoration: underline;">Recommended requirement</p> <p>2.1. The average annual income of the Participant for the administration and maintenance services of non-residential buildings (including utility communications and / or engineering networks inseparable from those buildings) during the last 3 (three) financial years before the deadline for submission of applications or within the time from the date of registration of the Participant (if the activity is carried out for less than 3 (three) financial years) till the deadline for submission of</p>	<p>Within the last 3 (three) financial years before the deadline for submission of applications or within the time from the date of registration of the Participant (if the Participant has been engaged in activities less than 3 (three) financial years) till the deadline for submission of applications, the list of property administration and maintenance services in accordance with the form specified in the Annex No. 10 to the Conditions <i>The form for the list of administration and maintenance services.</i></p>

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*Green* - alternate provisions that need not be changed;  
*Red* - the information that must be entered.

Qualification requirements	
II. Requirements for the financial and economic capability	The following must be submitted as a proof of compliance
<p>applications must be at least <i>[insert the required revenue in figures and words]</i> Eur (excluding VAT) (or in respective another currency).</p>	<p>Only those earnings that are received simultaneously when providing both administrative and maintenance services in the same non-residential building will be included in the justification of the qualification requirement.</p> <p>The Granting institution reserves the right to require certificates from customers that the services were provided in accordance with the requirements of the applicable legislation governing the provision of services and were provided appropriately.</p> <p><i>Digital copies of documents submitted by CPP IS means or documents created by electronic means.</i></p>
<p><b>Recommended requirement</b></p> <p>2.2. The Participant must be financially capable of funding the Project. The total amount of funding, including the Funder's contribution to the Project, together with the financial contribution of the Participant must be at least <i>[enter the required amount in figures and words]</i> Eur (including VAT).</p>	<p>Funder's letter about the planned funding and / or the decision of the Participant's shareholders / participants or other competent management bodies to allocate the necessary funds or other evidence of the availability of these funds.</p> <p>In the event that the Participant will justify the qualification requirement with the decision of the Participant's shareholders / participants or other competent management bodies, the Granting institution will in all cases verify whether the decision was passed by the appropriate body of the person within the limits of its competence and whether this person is actually managing the amount required for the funding of the Project(s).</p> <p><i>Digital copies of documents submitted by CPP IS means or documents created by electronic means.</i></p>



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*Green* - alternate provisions that need not be changed;  
*Red* - the information that must be entered.

Qualification requirements	
III. Requirements for technical and professional capacity	The following must be submitted as a proof of compliance
<p><i>Recommended requirement</i></p> <p>3.1. The average annual scope of the essential construction works of the Participant during the last 5 (five) years before the deadline for submission of applications or within the time from the date of registration of the Participant (if the activity is carried out for less than 5 (five) years) till the deadline for submission of applications must be at least <i>[insert the required scope in figures and words]</i> Eur (excluding VAT) (or in respective another currency).</p>	<p>Within the last 5 (five) years before the deadline for submission of applications or within the time from the date of registration of the Participant (if the Participant has been engaged in activities less than 5 (five) years) till the deadline for submission of applications, the list of the essential completed construction works in accordance with the form specified in the Annex No. 11 to the Conditions <i>The form for the list of the essential construction works</i>.</p> <p>Instead of the aforementioned documents the Participants can confirm the compliance with the Qualification requirement by submitting KS-01 statistical (quarterly) reports.<sup>2</sup></p> <p>The Granting institution reserves the right to require certificates from customers (and/or construction completion certificates) that the construction works were performed in accordance with the requirements of the applicable legislation governing the performance of works and were completed appropriately.</p> <p><b><i>Digital copies of documents submitted by CPP IS means or documents created by electronic means.</i></b></p>
<p><i>Recommended requirement</i></p> <p>3.2. During the last 5 (five) years before the deadline for submission of applications or within the time period from the date of registration (if the activity was performed for less than 5 (five) years) till deadline for submission of applications, the Participant must have fulfilled properly at least 1 (one) agreement for the contracting works in the non-residential building classified in the group of special buildings (for foreign suppliers in an</p>	<p>A list of properly fulfilled agreements in accordance with the form specified in the Annex No. 12 to the Conditions <i>The form for the list of the properly fulfilled agreements</i>, together with the customer certificates and construction completion certificates confirming the fact that the works have been performed in accordance with the requirements of the legislation, governing the performance of works, that are in effect and were completed properly.</p>

<sup>2</sup> In the event that the respective reference period is not included in the KS-01 statistical (quarterly) report, the Participant may submit a list of completed construction works in accordance with the form provided in the Annex No. 11 to the Conditions *The form for the list of the essential construction works*.

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Qualification requirements	
III. Requirements for technical and professional capacity	The following must be submitted as a proof of compliance
equivalent building), and the value of the contracting works performed in accordance with it is no less than <i>[enter the required value of the agreement in figures and words]</i> Eur excluding VAT (or in respective another currency).	<p>The agreement is deemed to be fulfilled properly if the customer's certificate is accompanied with the certificate declaring building fit for use, construction completion certificate, the final work transfer-acceptance certificate, or an equivalent document issued within the last 5 (five) years prior to the deadline for the submission of applications. The qualification of a Participant will be considered as meeting the established requirements also in cases where:</p> <p>(i) the contracting works were carried out under several agreements, but in the same non-residential building classified in the group of special buildings according to the same technical (technical work) project; or</p> <p>(ii) contracting works were performed in several non-residential buildings classified in a group of special buildings, but under one agreement and the same technical (technical work) project.</p> <p><b><i>Digital copies of documents submitted by CPP IS means or documents created by electronic means.</i></b></p>

If the Participant cannot provide the required documents proving his financial and economic capacity for valid reasons, it has the right to submit other documents acceptable to the Granting institution / Commission.

In such a case, it is recommended to contact the Granting institution / Commission in advance for the admissibility of the documents confirming the qualification.

If the Participant is a group of entities, each participant of the entity group must meet the requirements for the absence of grounds for removal, paragraphs *[specify the paragraphs]* for the requirements for financial and economic capacity, and paragraphs *[specify the paragraphs]* for the requirements of technical and professional capacity. Other requirements must be met by all participants in the entity group together.

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The Participant may rely on the capacities of Sub-suppliers as well as other entities to meet the requirements of the financial and economic, technical and professional capacity, regardless of the legal nature of the relationship between those entities. However, to meet the requirements of the paragraphs 2.1, 3.1, and 3.2 of this Annex, reliance is possible **only if those entities themselves will provide Services / perform Works / conduct the Commercial activity that require their available capacities.**

If the Participant relies on the capacity of other entities, together with the application, a proof must be provided that such entities undertake to provide the Participant with the appropriate capacities for the performance of the Agreement and that they have and can provide the Participant with those capacities. As such evidence will have to be provided the preliminary contacting, service or other respective agreement, which must specify sanctions against the entity providing the resources for its non-performance. Such submitted agreement must be concluded not only for the benefit of the Participant and the Project company, but also for the Granting institution, with the mandatory specification that any of these entities is entitled to demand the performance of obligations under this Agreement. Other evidence may be submitted, but they must be equivalent and acceptable to the Granting institution / Commission.

*[If applicable, Sub-suppliers must comply with the requirements for the absence of exclusion bases. If such a Sub-supplier will not meet at least one of the requirements for the absence of grounds for removal, the Granting institution will demand to replace it with a Sub-supplier that meets the requirements, within the period set by the Granting institution. This procedure also applies when such sub-suppliers are indicated to the Granting institution after the conclusion of the Agreement.]*

If the Participant does not meet the requirements specified in paragraphs 1.1 and 1.3-*[specify the paragraphs, depending on which requirements regarding the absence of the grounds for removal are set for the Participant]*, the Granting institution does not remove it from the procurement procedure when both of the following conditions are present at the same time:

1) The Participant has provided the Granting institution with information about the fact that he taken the following measures:

- voluntarily reimbursed or eliminated the damage caused by the criminal act;
- cooperated, actively assisted or employed other measures helping to investigate and solve the offence or violation that it committed, if applicable;
- employed technical, organizational and personnel management measures dedicated for the prevention of further criminal offences or violations;

2) The Granting institution has assessed the Participant's information submitted in accordance with above paragraph 1 and has made a motivated decision that the measures taken by the Participant in order to prove its reliability, are sufficient. The adequacy of these measures is evaluated taking into account the seriousness of the criminal offence or the violation and the circumstances. The Granting institution presents a motivated decision to the Participant in writing within 10 (ten) days of receipt of the aforementioned Participant information.

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*Red* - the information that must be entered.

## 5 Annex to the Conditions

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(Participant's name, legal entity code, registered office address)

*[Name of the Granting institution]*

*[Contact details of the Granting institution: address, email, phone and fax numbers]*

### APPLICATION FORM

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(Date) (number)

---

(Place)

*[specify the title of the Project]*

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(Project title)

By expressing our interest in the implementation of the *[Project Name]*, we declare your wish to participate in the Agreements Agreements, published on *[date]* in the Official Journal of the European Union *[number]* and CVP IS, purchase reference number *[number of the Procurement]*.

For this purpose, we provide data on your Qualification.

#### General data<sup>3</sup>:

Participant's name

Legal entity code

VAT payer's code

Registered office address

Correspondence address

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<sup>3</sup> If the Participant acts as a group of entities, this information should be specified about all members of the group. Also specify which member is primary and is authorised to represent the group of legal entities.

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*Red* - the information that must be entered.

**Responsible person (manager or it authorized person)<sup>4</sup>:**

[Position, name, last name

Contacts (address, e-mail, phone number, etc.)

By submitting this application, we acknowledge that we agree to all terms and conditions set out in this Tender

The Concession Notice, these Terms and Conditions, their annexes, as well as their adjustments and explanations.

This application confirms that we meet all the Qualification Requirements set forth in the Annex 4 and provide the following supporting documents:

The requirement(s) for the absence of the grounds for removal <sup>5</sup>	Compliance with the requirement is confirmed by <sup>6</sup>	Name of the entity <sup>7</sup>

Qualification requirement <sup>8</sup>	Compliance with the requirement is confirmed by <sup>9</sup>	Qualification value

<sup>4</sup> In the case of an entity group, specify only the person(s) authorized to represent and act on behalf of the whole group.

<sup>5</sup> Indicate the number of the requirement(s) for the absence of grounds for removal in accordance with the Annex No. 4 to the Conditions *Qualification requirements*.

<sup>6</sup> Provide documents confirming the Participant's compliance with the requirement for the absence of grounds for removal and the number of pages thereof.

<sup>7</sup> Enter the name of each entity indicated in the application (Participant, member's of an entity group, sub-supplier's, etc.), which must meet the requirements for the absence of grounds for removal.

<sup>8</sup> Specify the qualification (financial and economic, technical and professional capacity) requirement number according to the Annex No. 4 to the Conditions *Qualification requirements*.

<sup>9</sup> Specify the documents confirming the Participant's compliance with the qualification requirement and number of pages thereof. If the compliance with the qualification requirement is based on the capacity of other entities, their names must be specified. The name of the member of the entity group, on the capacity of which the compliance with the qualification requirement is based, is also specified.

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Qualification requirement <sup>8</sup>	Compliance with the requirement is confirmed by <sup>9</sup>	Qualification value

Qualification selection criterion		Criterion value
<b>(P1)</b>	The average annual scope of essential construction works in the last 5 (five) years before the deadline for the submission of applications or within the time period from the date of registration (if the activity was performed for less than 5 (five) years) till the deadline for the submission of applications:	_____ <b>Eur excluding VAT</b>
<b>(P2)</b>	The average annual income for the administration and maintenance services of non-residential buildings (including utility communications and / or engineering networks inseparable from those buildings) during the last 3 (three) financial years before the deadline for submission of applications or within the time from the date of registration of the Participant (if the activity is carried out for less than 3 (three) financial years) till the deadline for submission of applications.	_____ <b>Eur excluding VAT</b>

We confirm the fact that the we base our compliance with the qualification (financial and economic, technical and professional capacity) requirements on the capacity of Sub-suppliers or other entities, the resources required for the ensuring of respective requirements will be made available to us in so far as they will be required for the performance of the Agreement, by providing the following data:

Qualification requirement, compliance with which is based on the capacity of other economic entities	Name, code, address, contact person of another entity on the capacity of which the compliance is based	Provided proof of the availability of the necessary resources <sup>10</sup>

**Other relevant information about the Participant's compliance with the qualification requirements:**

<sup>10</sup> As specified in the Annex No. 4 to the Conditions *Qualification requirements*.

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*Red* - the information that must be entered.

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**Information about the Sub-suppliers whose capacity the Participant does not rely on**

Fill in the table below:

<b>Sub-supplier's name, code, contact details</b>	<b>Provide evidence of grounds for exclusion</b>

In addition to the above documents, together with the application we submit:

1. The obligation of Confidentiality (Annex No. 9 to the Conditions *The form for the obligation of the confidentiality*);
2. *[Indicate other documents submitted - the authority to represent the Participant, joint venture agreement, etc.]*.

We confirm that the data provided in the application or the documents submitted along with it is correct, the digital copies of the documents provided and the data provided are true. We understand that should it occur that this confirmation is incorrect, our application or Tender will be rejected.

We note that the information contained in the following parts of the application is confidential<sup>11</sup>:

- 1) *[...]* ;
- 2)
- 3)

\_\_\_\_\_  
(position of the Participant or its authorised person)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(Name and last name)

<sup>11</sup> Unless it is specified which parts of the application contain confidential information, the Granting institution has the right to disclose all information contained in the application. The name of the Participant (or members of an entity group) and any other information that is not considered to be confidential as indicated in the part 2 of the article 20 of the Law on Public Procurement is not considered confidential.

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## 6 Annex to the Conditions

### SUBMISSION OF AN APPLICATION

In order to express its intention to participate in the Tender conducted by the Granting institution, the entity must fill out the application form specified in the Annex No. 5 to the Conditions *Application form*, and enclose the following documents to it. The application and annexes must be completed in Lithuanian. The participant may additionally submit an application and separate documents in English.

#### Document check-list

For the convenience of entities, a check-list of documents is presented [*created in accordance with the recommendatory qualification requirements specified in the Annex No. 4 to the Conditions Qualification requirements, customised for a specific Project*]:

Document check-list		<input checked="" type="checkbox"/>
1.	A document confirming the authority of a representative.	<input type="checkbox"/>
2.	Joint enterprise agreement (where applicable).	<input type="checkbox"/>
3.	Obligation of Confidentiality filled out in accordance with the form specified in the Annex No. 9 to the Conditions <i>The form for the obligation of the confidentiality</i> .	<input type="checkbox"/>
4.	Certificate issued by the Department of Informatics and Communications under the Ministry of the Interior of the Republic of Lithuania, an extract from the court decision (if any) or a document issued by the state enterprise Center of Registers in accordance with the procedure established by the Government of the Republic of Lithuania, confirming the joint data processed by the competent authorities, or documents issued by an authorized foreign institution; or if such documents are not issued in the country of the Participant's registered office or do not cover all issues that are raised, - an oath declaration / official declaration of the Participant confirming the Participant's compliance with the requirement for absence of grounds for removal specified in the paragraph 1.1 of the Annex No. 4 to the Conditions <i>Qualification requirements</i> .	<input type="checkbox"/>
5.	For a legal entity registered in a foreign state - a document issued by a foreign state institution certifying that the Participant is not insolvent, a restructuring or bankruptcy case is not initiated against it, liquidation proceedings have not been initiated or started, against it, its property is not controlled by a court or a bankruptcy administrator, it has not entered into a settlement agreement with the creditors (the agreement between the Participant and the creditors to continue the Participant's activity, when the Participant assumes certain obligations and the creditors agree to postpone, reduce or waive their claims), its activity are not suspended or restricted or its condition is not the same or similar according to the legislation of country where it is registered, or if the country of Participant registered office does not issue such documents or does not cover all the raised issues, - an oath declaration / official declaration of the Participant confirming the Participant's compliance with the requirement for absence of grounds for removal specified in the paragraph 1.11 of the Annex No. 4 to the Conditions <i>Qualification requirements</i> .	<input type="checkbox"/>



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6. A document issued by the State tax inspectorate or the state enterprise Center of Registers in accordance with the procedure established by the Government of the Republic of Lithuania, confirming the joint data processed by the competent authorities, or a document issued by a respective foreign state institution; or if such documents are not issued in the country of the Participant's registered office or do not cover all issues that are raised, - an oath declaration / official declaration of the Participant confirming the Participant's compliance with the requirement for absence of grounds for removal specified in the paragraph 1.2 of the Annex No. 4 to the Conditions *Qualification requirements*.
  7. A certificate confirming the compliance with the requirements of the classified information, marked with the label "Restricted use", protection or the certificate confirming the reliability of the company issued in accordance with the procedure established by the Law on State and Service Secrets of the Republic of Lithuania.
  8. For a legal person registered in a foreign state - A confirmation by a foreign state institution ensuring the security of classified transactions that the company, institution, organization, or a natural person participating in the selection process are reliable and meets the requirements of that foreign state for suppliers make the respective classified transactions.
  9. A list of property administration and maintenance services, filled out in accordance with the form provided in the Annex No. 10 to the Conditions *The form for the list of administration and maintenance services* (additionally provided in the Microsoft Excel format), confirming the Participant's compliance with the qualification requirement specified in the paragraph 2.1 of the Annex No. 4 to the Conditions *Qualification requirements*.
  10. Funder's letter about the planned funding and / or the decision of the Participant's shareholders (participants) or other competent management bodies to allocate the necessary funds or other evidence of the availability of these funds confirming the Participant's compliance with the qualification requirement specified in the paragraph 2.2 of the Annex No. 4 to the Conditions *Qualification requirements*.
  11. The list of the essential construction works filled out in accordance with the form specified in the Annex No. 11 to the Conditions *The form for the list of the essential construction works* (additionally provided in the Microsoft Excel format) or KS-01 statistical (quarterly) reports confirming the Participant's compliance with the qualification requirement specified in the paragraph 3.1 of the Annex No. 4 to the Conditions *Qualification requirements*.
  12. A list of properly fulfilled agreements in accordance with the form specified in the Annex No. 12 to the Conditions *The form for the list of the properly fulfilled agreements*, and the documents confirming the fulfillment of agreements (customers certificates, the certificate declaring building fit for use, construction completion certificate, and/or the final work transfer-acceptance certificate) confirming the Participant's compliance with the qualification requirement specified in the paragraph 2.2 of the Annex No. 4 to the Conditions *Qualification requirements*.
  13. Other documents, which, in the opinion of the Participant, may be useful in the evaluation of its compliance with the *Qualification requirements*.
- 

## REQUIREMENTS FOR THE SUBMISSION OF THE APPLICATION

**Color explanation:** *Blue* - comments or explanations that need to be deleted;  
*Green* - alternate provisions that need not be changed;  
*Red* - the information that must be entered.

When submitting the application, the Participant must comply with the following requirements:

1) If, an entity is unable to provide the required documents for valid reasons, it has the right to submit other documents or information, which confirm that the qualification of the entity meets the requirements, instead. It is recommended to check the suitability of such documents or information with the Granting institution in advance.

2) All documents are provided in Lithuanian [*if applicable* or [*alternative language*]]. You can also specify that certain documents may be submitted in English (e.g. certifications). If the documents are submitted in [*if only Lithuanian is allowed* foreign] language, they must be translated to Lithuanian [*if applicable* or [*alternative language*]]. If the application and the documents enclosed to it will be submitted not in Lithuanian, the Commission will request to translate the application and the documents enclosed to it into the Lithuanian within an additional period of time. In the case of differences of the content of the application text between Lithuanian and non-Lithuanian, the text of the application and the documents enclosed to it in Lithuanian will be deemed to be correct. The accuracy of the translation must be confirmed by the signature and seal of the translator or the Participant's person authorized (if any). The Participant accepts responsibility for the accuracy of translation;

(3) With respect to the Hague Convention on the Elimination of the Legalization of Documents Issued in Foreign States of 5 October 1961 and the description of the procedure for the Legalization and certification of documents with a certificate (Apostille), approved by the decree No. 1079 of the Government of the Republic of Lithuania of 30 October 2006, documents that are issued in foreign countries that are not a party to the Hague Convention, and which will be submitted in the Republic of Lithuania, must be legalized. If the Participant is from a foreign country that is a party to the Hague Convention or a bilateral agreement, providing that official documents, falling within the scope of the subject matter of the bilateral agreement, are exempt from the certification, is signed between Lithuania and a foreign country where the Participant is registered, it is not required that documents confirming the Participant's Qualification requirements be certified with a certification label (Apostille);

4) The submitted application and other documents of the Participant must be signed by the Participant's authorized person. Documents issued by other institutions or persons must be signed by the person issuing them or by the representative of a respective institution;

5) The application together with the enclosed documents (as well as all other documents requested by the Commission after the submission of applications) must be submitted by means of CPP IS by submitting them in a non-editable electronic form (except for documents confirming the values of the qualification selection criteria, submitted in the format of Microsoft Excel). The application must be signed by a qualified electronic signature confirming the application. When submitting the documents electronically, it is declared that the provided digital copies are genuine. Documents submitted by a Participant or digital copies of documents must be accessible through the use of non-discriminatory, universally accessible data file formats (e.g., pdf, jpg, etc.). The Commission has the right to request the originals or duly certified copies of documents.

An application submitted in breach of the above requirements will be rejected.

**Color explanation:** *Blue* - comments or explanations that need to be deleted;  
*Green* - alternate provisions that need not be changed;  
*Red* - the information that must be entered.

## 7 Annex to the Conditions

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(Participant's name, legal entity code, registered office address)

*[Name of the Granting institution]*

*[Contact details of the Granting institution: address, email, phone and fax numbers]*

### **PARTICIPANTS DECLARATION**

---

(Date) (number)

---

(Place)

*[specify the title of the Project]*

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(Project title)

By submitting this declaration, the Participant confirms that:

- has not entered into any agreements aimed at distorting competition in the procurement process.
- at the time of purchase is not in a situation of conflict of interest within the meaning of Article 22 of the Law on Concessions when the relevant situation can not be corrected.
- did not infringe competition by assisting in the preparation of procurement as provided for in Article 27 (2) of the Law on concessions when the relevant situation can not be remedied.
- during the procurement procedures, did not conceal information or falsified information about compliance with the requirements specified in the Annex 4 to the Qualification Requirements, and the granting authority can prove it by any legal means.
- did not perform any of the following actions: took unlawful steps to influence the decisions of the Granting institution, to receive confidential information that would give it an unjustified advantage in the procurement procedure, nor provided misleading information that may materially affect the decisions of the Granting institution regarding the Participant Qualification evaluation, and the determination of the winner.
- 1) did not fail to perform the public purchase-sale agreement of the concession, the purchase-sale agreement with the granting institution, as it is specified in the Law on the procurement conducted by the procuring subjects from the fields of water management, energy,

NOTE: If a group of economic entities participates in a public competition, each economic operator shall complete the declaration.

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*Green* - alternate provisions that need not be changed;  
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transportation, or postal services, nor did perform it improperly, and that was a material breach of the agreement defined in the Civil Code (hereinafter referred to as the material breach of agreement), due to which an agreement was terminated during the last 3 years, or a judgement has been passed and came into force over the last 3 years a court decision to satisfy the claim of the procuring organisation or a Granting institution to compensate the losses, incurred due to the fact that the participant has performed the material condition of the agreement with major or constant defects.

2) in accordance with the legislation of other countries, during the last 3 years, it has not been established that in the course of performance of a previous agreement, it has performed the essential requirement with major or constant defects, and because of that earlier agreement was terminated prematurely, damages were claimed or other similar sanctions were imposed.

(3) is not established in order to avoid this requirement for the application of the exclusion grounds referred to in paragraphs 1 and 2.

- has not violated any of the environmental, social and labor law obligations referred to in the part 2 of the article 17 of the Law on Concessions, and for which has not been imposed an administrative penalty or an economic sanction specified in the laws of the Republic of Lithuania or legislation of other states, when less than a year has passed from the date of entry into force of the decision imposing this sanction
- has not committed a serious professional misconduct, as specified in the Law on public procurement, which would give rise to doubt whether the concluded Agreement will be performed honestly.

(a) did not commit a breach of professional ethics, when less than one year has passed since the time it was declared as failing to comply with the norms of professional ethics;

b) did not commit competition, employee safety and health, information security, or intellectual property violation for which an administrative penalty or an economic sanction was imposed on the Participant or its head in accordance with the laws of the Republic of Lithuania or other countries, when from the date of declaration of the decision imposing this sanction, or from the date on which the person completed the administrative order, or from the date of entry into force, less than one year has passed.

c) did not conclude a prohibited agreement, established by the Law on Competition of the Republic of Lithuania or a similar legislation of another country, when less than 3 years have passed since the date of the decision to impose an economic sanction established in the Law on Competition or the legislation of another state;

d) A Participant, who is a natural person, or a head or other member of the management or supervisory body of the Participant, who is a legal person, another organization or its division, or another person, who has the right to represent or control the Participant, make a decision on his behalf, or a participant with a majority of votes in a meeting of a legal entity never been found guilty of intentional bankruptcy as defined in the Law on Enterprise Bankruptcy of the Republic of Lithuania or legislation of similar nature of other states when less than 3 years have passed since the day when the judgement entered into force.

The Participant also confirms that he / she understands that he / she is responsible for the accuracy of the information contained in the declaration in accordance with the procedure established by the laws.

NOTE: If a group of economic entities participates in a public competition, each economic operator shall complete the declaration.

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*Green* - alternate provisions that need not be changed;  
*Red* - the information that must be entered.

\_\_\_\_\_  
(position of the Participant or its authorised  
person)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(Name and last name)

NOTE: If a group of economic entities participates in a public competition, each economic operator shall complete the declaration.

**Color explanation:** *Blue* - comments or explanations that need to be deleted;  
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## 8 Annex to the Conditions

### QUALIFICATION EVALUATION AND THE PROCEDURE OF THE QUALIFICATION SELECTION PERFORMANCE

After the Participants will submit the application, their compliance with the Qualification requirements and qualification selection will be verified by the Commission in the manner set out in this Annex, without the participation of the Participants.

The Commission will examine and evaluate:

- 1) whether the Participant's application complies with the requirements for the submission of the application specified in the Annex No. 6 to the Conditions *Submission of an application*;
- 2) has the Participant submitted all documents and information confirming his compliance with the Qualification requirements?
- 3) whether the data and declarations submitted by the Participant are correct;
- 4) whether the Participant meets the qualification requirements specified in the Annex No. 4 to the Conditions *Qualification requirements*.

If the data or documents confirming compliance with the Qualification requirements will be inaccurate, incomplete, erroneous or if such data or documents will be missing, the Commission will ask such Participant to clarify, supplement or explain these data or documents in accordance with the Law on Public Procurement. To do this, the Commission will give the Participants a reasonable time. Should the Participant require more time due to valid reasons, the given time limit can be extended. However, if the specified inaccurate, incomplete, erroneous or missing data or documents regarding the compliance with the Qualification requirements will not be explained, supplemented or clarified within the given deadline, the Commission will reject the application submitted by such Participant. In such case, the Participant will not be allowed to participate in further procedures of the Tender.

An application that does not meet the Qualification Requirement is rejected, unless the Sub-supplier meets at least one requirement for the existence of the grounds for withdrawal, then the Commission will require, within the deadline set by it, to replace it with a Qualified Sub-supplier and / or if the Participant proves that he has obtained a reputation as this is set out in the Annex 4 to the Conditions of Qualification.

The Commission will remove the Participant from the concession granting procedure at any phase of the Tender, if it turns out that due to its actions or omissions before or during the procedure of the Tender, it does not meet at least one of the requirements for the absence of grounds for removal specified in the Annex No. 4 to the Conditions *Qualification requirements*.

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*Red* - the information that must be entered.

During the qualification selection the qualification of Participants, who meet the Qualification requirements, will be compared and at least 5 (five) most qualified Participants, who will be invited to submit Preliminary tenders, will be selected. If Qualification requirements, specified in the Annex No. 4 to the Conditions *Qualification requirements*, are matched by 5 (five) or fewer Participants, the qualification selection will not be performed and all Participants who meet the Qualification requirements, together with the notice about the results of Qualification evaluation, will be sent an invitation from the Commission to submit the Preliminary tenders or a Detailed tender. In the event that several Participants will receive the same score during the qualifying round, the Participant who submitted the application earlier will be invited to submit the Preliminary tender or a Detailed tender.

The Commission will conduct a qualification selection of Participants, who meet the Qualification requirements, according to the criteria outlined in the table below:

No.	Qualification selection criterion (K)	Criterion importance factors or scores (L)
<b>P 1.</b>	Participant's average annual scope of essential construction works in the last 5 (five) years before the deadline for the submission of applications or within the time period from the date of Participant's registration (if the activity was performed for less than 5 (five) years) till the deadline for the submission of applications (P1). Estimated average annual scope of essential construction works in euro excluding VAT.	<b>50</b>
<b>P 2.</b>	<b>Participant's average annual income for the administration and maintenance services of non-residential buildings (including utility communications and / or engineering networks inseparable from those buildings) during the last 3 (three) financial years before the deadline for submission of applications or within the time from the date of registration of the Participant (if the activity is carried out for less than 3 (three) financial years) till the deadline for submission of applications (P2).</b> Estimated average annual income of a Participant in euro excluding VAT.	<b>50</b>

The sum of points of each Participant's overall qualification score (T) is obtained by adding the individual points of the Prequalification selection criteria (K<sub>i</sub>):

$$T = \sum_i K_i$$

The points of individual qualification selection criteria (K<sub>i</sub>) for each Participant are calculated as the relative criterion value by multiplying the value of the ratio of the evaluated respective qualification

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selection criterion ( $L_i$ ) and the best value of the respective criterion assigned for application ( $P_{i\max}$ ) by the score of significance of the respective qualification selection criterion ( $L_i$ ):

$$K_i = \frac{P_i}{P_{i\max}} * L_i$$

Where:

$i$  - the index of the qualification selection criterion that is being evaluated;

$K_i$  - the points of the qualification selection criterion that is being evaluated;

$P_i$  - The value of the criterion evaluated and calculated by the Commission for the Participant whose qualification criterion is being evaluated;

$P_{i\max}$  is the highest value of the qualification selection criterion evaluated by all Participants;

$L_i$  - score of the significance of the qualification selection criterion that is being evaluated (comparative weight).

The results of the Qualification evaluation and qualification selection will be announced to Participants immediately, but not later than within 3 (three) Business days after the end of each examination procedure. Participants, whose application will be rejected, are provided with reasons for rejection by the Commission.



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*Red* - the information that must be entered.

## 9 Annex to the Conditions

*[Name of the Granting institution]*

*[Contact details of the Granting institution: address, email, phone and fax numbers]*

### OBLIGATION OF CONFIDENTIALITY

While seeking to participate in the Tender for the implementation of **[Project's name]** (hereinafter referred to as the **Project**) conducted by the *[Name of the Granting institution]* (hereinafter referred to as the **Granting institution**) and obtain confidential information related to the ongoing Project and the procedures of the Tender \_\_\_\_\_ (hereinafter referred to as the **Participant**) shall accept the following confidentiality obligations:

1. The Participant undertakes to keep any information, received from the Granting institution or the Commission during the Tender, secret, to store such information as its commercial secrets, but in any case employing no weaker protection of confidentiality than the average prudent businessman would employ, and not to disclose confidential information to third parties, unless such confidential information:
  - 1.1. is universally known or publicly available;
  - 1.2. is obtained from third parties without accepting any obligations of confidentiality to the disclosing party;
  - 1.3. must be disclosed to third parties because of the Participant's intention to participate in the Tender or for the purpose of performing the Agreement for the implementation of the Project, if the third parties, receiving the information assume obligations of confidentiality, which in their scope are as strict as the confidentiality obligations specified in this obligation of Confidentiality (if third parties disclose confidential information of the Granting institution or the Commission, the actions of third parties are the responsibility of the Participant as per its own);
  - 1.4. was independently created by the Participant without the use of the confidential information of the Granting institution or the Commission, or was previously known to the Participant;
  - 1.5. in accordance with the legislation in force, should be disclosed to the state institutions if the Participant has disclosed to the state institutions the minimum possible amount of the confidential information, has taken all measures provided for in the legislation that the public institution that received the information would keep the information confidential, and immediately informed the Granting institution or the Commission of such disclosure of information.
2. The obligations of confidentiality specified in this obligation are valid both during the procedures of the Tender, as well as after these procedures end.
3. This obligation creates legally binding obligations for the Participant. The Law of the Republic of Lithuania applies to them. Disputes concerning the performance of this

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obligation are resolved in the courts of the Republic of Lithuania based on the location of the registered office of the Granting institution.

## THE FORM FOR THE LIST OF ADMINISTRATION AND MAINTENANCE SERVICES

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(Participant's name, legal entity code, registered office address)

*[Name of the Granting institution]*

*[Contact details of the Granting institution: address, email, phone and fax numbers]*

## THE FORM FOR THE LIST OF ADMINISTRATION AND MAINTENANCE SERVICES

We hereby submit the information about the income from the property administration and maintenance service activity in non-residential buildings to justify the compliance with the qualification requirement specified in the paragraph 2.1 of the Annex No. 4 to the Conditions *Qualification Requirements*, as well as to justify the value of the qualification selection (P2) criterion:

Ser. No.	Short description of the services rendered (property management and / or maintenance)	The location of the services provided	Service provision period ( <i>[enter a period]</i> years)	Value of services provided excluding VAT	Customer
1.		Non-residential building – <i>[address]</i>			
2.		Non-residential building – <i>[address]</i>			
<i>[...]</i>		Non-residential building – <i>[address]</i>			
<b>Total (average annual income):</b>				<b>≥<i>[enter required income in digits]</i> Eur excluding VAT</b>	

**The list of property administration and maintenance services must also be submitted together with the application in the Microsoft Excel format according to the form enclosed to the Conditions.**

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(position of the Candidate or its authorised person)

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(signature)

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(Name and last name)

## THE FORM FOR THE LIST OF THE ESSENTIAL CONSTRUCTION WORKS

(Participant's name, legal entity code, registered office address)

*[Name of the Granting institution]*

*[Contact details of the Granting institution: address, email, phone and fax numbers]*

### THE LIST OF THE ESSENTIAL CONSTRUCTION WORKS

We hereby submit the information about the scopes of essential construction works to justify the compliance with the qualification requirement specified in the paragraph 3.1 of the Annex No. 4 to the Conditions *Qualification Requirements*, as well as to justify the value of the qualification selection (P1) criterion<sup>12</sup>:

Ser. No.	Short description of the services rendered (property management and / or maintenance)	The location of the services provided	Service provision period ( <i>[enter a period]</i> years)	Value of services provided excluding VAT	Customer
1.		Non-residential building – <i>[address]</i>			
2.		Non-residential building – <i>[address]</i>			
<i>[...]</i>		Non-residential building – <i>[address]</i>			
<b>Total (average annual income):</b>				<b>≥<i>[enter required income in digits]</i> Eur excluding VAT</b>	

**The list of essential construction works must also be submitted together with the application in the Microsoft Excel format according to the form enclosed to the Conditions.**

\_\_\_\_\_  
(position of the Participant or its authorised person)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(Name and last name)

<sup>12</sup> To fulfill the qualification requirement, as well as to justify the value of the qualification (P1) criterion the Participant may submit KS-01 statistical (quarterly) reports instead of this list.

## THE FORM FOR THE LIST OF THE PROPERLY FULFILLED AGREEMENTS

(Participant's name, legal entity code, registered office address)

*[Name of the Granting institution]*

*[Contact details of the Granting institution: address, email, phone and fax numbers]*

### THE LIST OF THE PROPERLY FULFILLED AGREEMENTS

We hereby submit the information about properly fulfilled construction work agreement(s) in the non-residential building classified in the group of special buildings (for foreign suppliers - in an equivalent building) in order to fulfill the qualification requirement specified in the paragraph 3.2 of the Annex No. 4 to the Conditions *Qualification requirements*:

Ser. No.	Brief description of the agreement	Object of works	Agreement performance date	Value of the agreement (works performed) excluding VAT	Completion percentage of the agreement performance	Customer (name, contact information)	The enclosed document confirming the proper performance of the agreement
1.		Non-residential building classified in the category of special buildings		<i>[\geq enter required value of the agreement EUR excluding VAT]</i>	100 %		Yes <i>[document title]</i>
<i>[...]</i>							

\_\_\_\_\_  
(position of the Participant or its authorised person)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(Name and last name)



**REQUIREMENTS FOR THE TECHNICAL-ENGINEERING INFORMATION  
(Recommended form. To be adjusted according to the specifics of the Project)**

Following are the recommended requirements for technical and engineering information

1. The full technical documentation must be submitted by the Participant in a digital version. The text (descriptive) documents must be compatible with the *Microsoft Word* and *Microsoft Excel* software (when required), drawings must be compatible with the Autocad program. Documents additionally may be submitted in .pdf format.
2. When submitting the Tender the Participant must provide description of the condition of the parts of the building, external devices and elements, and other elements in accordance with the Specifications. Text presenting engineering solutions, as well as qualitative and quantitative parameters must be presented with each part.
3. When submitting the technical solution, the main focus should be given to and together with the information of the Tender (Preliminary / Detailed / Final) the following must be presented:
  - 3.1. A detailed description of the Object's concept, taking into account the current situation and needs of the Land plot.
  - 3.2. Conceptual proposals must convey:
    - 3.2.1. Scope of the Object;
    - 3.2.2. Integration of the Object in the environment;
    - 3.2.3. Description of surrounding buildings;
    - 3.2.4. Trajectories of the Sun movement in relation to Object;
    - 3.2.5. The connection of the Object's spatial solutions with the surrounding buildings;
    - 3.2.6. Preliminary points of connection for engineering networks within the limits of the Land plot and, if planned, outside the Land plot;
    - 3.2.7. An analysis of surrounding vehicle parking lots and a solution method to satisfy the need for them.
  - 3.3. The technical description of conceptual proposals must convey:
    - 3.3.1. Essential principles of the Object's concept;
    - 3.3.2. Reasonable interpretations of the Participant outside the Specifications;
    - 3.3.3. Interior outfitting guidelines;
    - 3.3.4. The quality of the equipment provided in the Specifications.
  - 3.4. Land plot drawing that conveys:
    - 3.4.1. [*specify the name of the location, city*] representation in the Object;
    - 3.4.2. Expected major changes in the underdeveloped area and the novelty of the Object;
    - 3.4.3. Object's connection with adjacent public spaces.
  - 3.5. Floor plans:
    - 3.5.1. Principal layouts of the main and auxiliary premises in the Object;
    - 3.5.2. Principal layout plan for the administrative premises of the Object;



- 3.5.3. Principal layout plan for public spaces.
- 3.6. Sustainable design typology, which must include:
  - 3.6.1. Participants must present solutions that demonstrate contemporary design practices and the concept of sustainable development, including the selection of all materials, cost-benefit and operational efficiency;
  - 3.6.2. Justification of the sustainable design solutions that meet the Specifications.
- 3.7. The typology of the main architectural and structural solutions of the Object, which must include:
  - 3.7.1. Basic principles for structure designing / selection:
  - 3.7.2. A list of mandatory and special requirements to be followed during designing;
  - 3.7.3. Pictures of the Object and the environment, as well as conceptual solutions.
- 3.8. The typology of the functional - technological solutions of the Object, which must include:
  - 3.8.1. A list of equipment and engineering networks planned for operation;
  - 3.8.2. Security typology: The Participant must provide information on how the proposed solutions relate to the set requirements for the safety and security of the Object. This includes but is not limited to:
    - 1) Object's perimeter security;
    - 2) Personnel protection;
    - 3) Anti-theft protection;
    - 4) Security inside the premises of the Object.
  - 3.8.3. The typology of the solutions of mechanical engineering system: The Participant must present basic principles for the development and operation of heating, ventilation, cooling, and air conditioning systems;
  - 3.8.4. The typology of acoustic requirements: The Participant must submit the main methods for the implementation of the desired acoustic properties of the planned Object;
  - 3.8.5. The typology of fire protection requirements: The Participant must submit the main principles for the designing of the fire protection system of the planned Object;
  - 3.8.6. The typology of the electrical engineering design: The Participant must submit the main principles for the designing of the power systems of the planned Object;
  - 3.8.7. Description of other specific engineering systems: The Participant must submit the main principles for the designing of the specific engineering systems of the planned Object;
- 3.9. The plan for the guidelines of the Object's designing and Project implementation: The Participant must provide a description of the construction methods that it plans to use, and provide a plan for the construction duration guidelines.
- 3.10. Preliminary estimates of the traffic flows.

4. During the preparation and presentation of the solutions for the engineering infrastructure of the Object, the filled out forms, specified in the supplement No. 1 to this Annex to the Conditions, must be submitted together with the Tenders.

During the preparation and presentation of the solutions for the engineering infrastructure of the object, the aggregates and conditional indicators of the energy consumption at the Object must be submitted with the Preliminary / Detailed/ Final tenders in accordance with the supplement No. 2 to this Annex to the Conditions.

## Supplement No. 1 to the Annex No. 13 of the Conditions

Together with the Tenders, the Participant / Participant must submit a filled out form of the Supplement No. 1 to the Annex No. 13 to the Conditions, the requirements of which are presented in the *Microsoft Excel* format in a separate document.

### ENERGY CONSUMPTION INDICATORS

The Participant proposes the following aggregate and conditional indicators for the Object's energy consumption:

	<b>Consumption variables at 100% load</b>	<b>Annual values</b>	<b>Aggregate values</b>	<b>Units of measurement</b>
<b>Heating</b>	Heated surface (floor area)	[...]	[...]	m <sup>2</sup>
	Heating day degrees	[...]	[...]	day degrees
	Heating period	225	2700	days
	Total heat consumption	[...]	[...]	kWh per year
<b>Hot sanitation water</b>	Total hot sanitation water consumption	[...]	[...]	m <sup>3</sup> per year
<b>Water</b>	Drinking water for sanitary purposes	[...]	[...]	m <sup>3</sup> per year
	Technical installation	[...]	[...]	m <sup>3</sup> per year
	Total consumption of drinking water	[...]	[...]	m <sup>3</sup> per year
<b>Electricity</b>	Floor area	[...]	[...]	m <sup>2</sup>
	Electricity consumption of the technical equipment (HVAC, etc.)	[...]	[...]	kWh per year
	Lighting equipment power consumption	[...]	[...]	kWh per year
	Equipment power consumption (computers, etc.)	[...]	[...]	kWh per year
	Total power consumption	[...]	[...]	kWh per year

The aggregate and conditional indicators of the Object's energy consumption must be calculated using the standard climatological data presented in RSN 156-94 "Construction climatology". *[Specify the stations, the data of which must be used, e.g.: the 17th "Panevėžys CAMS"]* station data are used for calculations. The data summary is presented in Tables 1 and 2:

**Table 1. Climate norms applicable to administrative premises**

Station	Transition date		Duration in days	Avg. temperature, °C	Day degrees
	in Autumn	in Spring			
<i>[specify the name of the station]</i>					

**Table 2. Average outside air temperature**

Station	Month											
	01	02	03	04	05	06	07	08	09	10	11	12
<i>[specify the name of the station]</i>												

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**REQUIREMENTS FOR THE FINANCIAL ACTIVITY MODEL**

*[Enclosed in a separate document.]*

*In accordance with these requirements, prepare a Financial Activity Model, which must include at least:*

*Required for the concessionaire financial indicators;*

*The structure and terms of financing of the concessionaire's activities (amounts of own, borrowed capital, conditions for granting and repayment of loans, terms, interest rates);*

*The intended profit of the concessionaire and the return of the Participant's investments (both subordinated loans and the granted capital);*

*Creation or acquisition of new investment property for the implementation of the Project, as well as renewal or adaptation of the assets transferred to the implementation of the Project by the Granting Authority, methods, amounts, deadlines;*

To ensure the proper provision of the Services and to maintain the necessary expenses;]

## REQUIREMENTS FOR LEGAL INFORMATION

### 1. Information about Sub-suppliers

1.1. Fill in the table below:

Sub-supplier's name, code, contact details	For which part of the Agreement it is used by the Employer (Works or Services, or Commercial Activities are assigned to the Sub-supplier, their percentage from [ <i>choose the applicable Remuneration / or Fee</i> ])

1.2. Contractual relationship scheme with explanation (enclosed in a separate document).

2. **Confirmation of unchanged compliance with Qualification Requirements**, i.e. confirmation that the information about the compliance with the Qualification requirements specified in the Annex No. 4 to the Conditions *Qualification requirements* specified in the Participant's application and on the basis of which the Commission conducted the qualification selection in accordance with criteria set in the Annex No. 8 to the Conditions *Qualification evaluation and the procedure of the qualification selection performance* has not changed. If these details have changed, the Participant must provide updated data to the Granting institution.

3. **Proposals to the draft of the Agreement specified in the Annex No. 21 to the Conditions *Draft of the Agreement*, including the Matrix of risk distribution among the Parties.** Proposals for the Draft of the Agreement must be presented in a table of changes, in which with respect to each proposed change the following must be specified:

- 3.1. The paragraph of the draft of the Agreement the change of which is proposed;
- 3.2. The draft of the Agreement paragraph with the noted proposed changes and the explanatory comment on the proposed change, highlighting:
  - 3.2.1. Critical changes that are necessary for the Participant when making a decision about the submission of the Final tender (i.e., changes, without the adoption of which the Participant would not be able to submit the Final tender due to its internal policies / requirements);
  - 3.2.2. Changes that may affect [*choose the applicable Remuneration / or Fee*];
  - 3.2.3. Changes that may affect the structure of the Project funding;
  - 3.2.4. Changes that may affect the Participant's agreements with the Sub-suppliers;

- 3.2.5. Changes that are necessary in order to adapt them to the Project implementing measures / solutions proposed by the Participant;
- 3.2.6. Changes that change the Matrix of risk distribution among the Parties proposed by the Granting institution (regardless of whether in favor of the Granting institution or the Participant); and
- 3.2.7. and other changes.

The Participant must submit a table of proposed changes in an electronic editable format and a draft of the Agreement updated according to all proposed changes (changes must be highlighted using the function of the text editing program "track changes" or a function identical to it). The Granting institution is not required to accept them, but the Granting institution may take these changes into account when preparing the final list of the negotiation objects.



**REQUIREMENTS FOR THE OBJECT'S CREATION, SERVICE PROVISION, AND  
AGREEMENT MANAGEMENT PLAN**

The Object's creation, Service provision, and Agreement management plan (hereinafter referred to as the Plan) is a description of the *[enter the Object]* creation and operation, *[enter the Object]* Service provision, as well as Agreement administration and management submitted by the Participant presented together with the Tender. According to the Plan, the it will be possible to decide on the capabilities of the Participant and possibilities to implement the Project. In this Plan, the Participant must specify how it will implement the Project by providing a detailed description of construction, designing, and maintenance works, the provision of *[enter the Object]* management as well as Services specified in Specifications, and Agreement administration and management, including a detailed description of risk management, it will have to specify how the Participant, taking into account the requirements specified in the Specifications, will be able to implement the Project.

The plan must specify the Project implementation in the context of implementation of environmental standards and must be prepared in accordance with the applicable legislation of the Republic of Lithuania and the European Union in the fields of construction and environmental protection (e.g., how the environmental requirements will be met, how will ensured the compliance of Works and Services with the standards specified in the Specifications)

No.	Part of the plan	Description
<b>I.</b>	<b>Activity performance efficiency</b>	<p>The description must include a detailed service provision strategy:</p> <ul style="list-style-type: none"> <li>• Procedures and terms for organization of works and repairs;</li> <li>• Description of energy resource consumption recording, monitoring, and management;</li> <li>• Distribution of responsibilities between entities performing the Agreement;</li> <li>• A description of the Services and provision thereof, the essential conditions and processes of the Service provision, including the strategy and method for the organization of <i>[enter the Object]</i> protection and security, <i>[enter the Object]</i> maintenance method, procedures and maintenance management plan, taking into account the Service provision flexibility, environmental protection, etc.;</li> <li>• Object's / Service functionality - Object's adaptation to changing needs of the Granting institution; Service provision flexibility; environmental protection, etc.</li> <li>• Agreement management plan - management principles; management structure and communication management between the</li> </ul>

Project implementing parties (conflict management and prevention), and management of communication with third parties, the ones that do not implement the Project (conflict management and prevention); human resources and management thereof (team building, selection principles, principles for the ensurance of competencies required for the performance of the Agreement, management, conflict management and prevention); management of documents and the essential information of the Agreement (preparation of information and documents, and presentation thereof to the Project participants, documenting and traceability of the information about the activities, preparation of reports and presentation to the Granting institution); risk management (the main principles for the management of risks specified in the Agreement, assessment of the risk possibility and their financial impact, assessment of possible risk impact to the implementation of the Project, plan of the risk management instruments, etc.).

**II. Other questions**

The following essential points are described in detail, they will have to be ensured throughout the entire duration of the Agreement:

- Timetable for the performance of the Agreement;
- Quality of the agreement performance
- Warranty issues;
- Possession of valid licenses and permits;
- Compliance with certified requirements;
- Eligibility standards;
- Others.

Attention is drawn to the fact that when submitting the Plan, the Participant may also indicate other aspects relevant to the Project, not limited to the specified requirements, which will enable the Commission to assess the compliance of the Tender more thoroughly and evaluate it. Maximum volume of the Plan - 30 pages.

## PROCEDURE EVALUATION PROCEDURE AND Criteria

Upon submission of the Proposal by the Participant, it will be assessed by the Commission in accordance with the procedure and criteria set out in this Annex. Assessment procedures are carried out in the absence of participants.

### I. VERIFICATION AND EVALUATION OF OFFERS

*[If Preliminary tenders]* **In assessing the Preliminary Proposals, the Commission will verify that:**

1. An indicative bid for the implementation of the Project is all required in its scope;
2. No more than one or alternative Preliminary Proposal is submitted;
3. The term of validity of the preliminary bid is not shorter than requested;
4. All the documents and documents indicated in the 44 and 54 Terms and Conditions are submitted with the preliminary offer;
5. The preliminary proposal complies with the requirements for submission set out in the Annex 18 to the Terms and Conditions.
6. In the Preliminary Proposal there are no arithmetic errors in *[choose the applicable Remuneration / or Fee]* or other Preliminary Proposal, including the Financial Performance Model, in which case the Participant will have to correct them within the time limit set;
7. The preliminary proposal is justified and implemented;
8. The preliminary offer complies with the requirements set out in the Terms and Conditions of the Preliminary Proposal.

**In assessing the detailed proposals, the Commission will verify that:**

1. A complete proposal for the implementation of the Project is required in its entirety;
2. No more than one or more alternative offers are submitted;
3. The expiry date of the tender is not shorter than requested;
4. The full proposal contains all the documents specified in the 61 - 77 Terms and Conditions;
5. The complete proposal complies with the requirements for submission set out in the Annex 18 to the Terms and Conditions.
6. The detailed proposal does not contain arithmetic errors in *[choose the applicable Remuneration / or Fee]* or other Detailed Proposals, including the Financial Performance Model, in which case the Participant will have to correct them within a set time limit;
7. The detailed proposal is well-founded and implemented;
8. The proper provision of a comprehensive offer has been submitted;
9. The complete proposal complies with the other requirements set out in the Terms and Conditions.

**When assessing the final proposals, the Commission will verify that:**

1. The final proposal for the implementation of the Project is all required in its scope;

2. No more than one or alternative Final Bid is submitted;
3. The closing date for the final bid is not shorter than requested;
9. The Final Proposal contains all the documents specified in the 105 - 112 Terms and Conditions;
10. The final proposal meets the requirements for submission set out in the Annex 18 to the Terms and Conditions.
4. The Final Proposal does not include errors in [*choose the applicable Remuneration / or Fee*] or the calculation of the revenue or expenditure described in the Final Business Proposal, in which case the Participant will have to correct them within a set time limit;
5. The final proposal fulfills the conditions, is justified and is implemented;
6. Submitted [*if applicable received by the Participant (s) who is invited to the negotiations and submitted the Final Proposal (s), Extension of the Extension of the Extension of the Offer;*]
7. The final offer meets the requirements set out in the Final Terms of the other Conditions.

If it is found that the Participant's Preliminary / Detailed / Final Proposal does not meet at least one of the above mentioned relevant criteria and, in the above cases, where the Participant will not remedy the relevant deficiencies in the Preliminary / Detailed / Final Proposal within the deadline set by the Commission, the Commission / Preliminary / Detailed / reject However, the Participant may not change its substance by revising or explaining the Full / Final Offer. The Participant's Proposal is also rejected if the Participant does not appear in the negotiations for no justified reason, does not submit the Final Proposal, before the opening of the Procedure for the Final Bidders, the Participant does not provide the password (due to his / her own fault) or provide an incorrect password which can not be deciphered by the Commission. Detailed / Final Bid (if the Participant chooses to encrypt its Full / Final Bid).

The Commission may decide not to conclude the Agreement with the most economically advantageous Participant submitting the Final Proposal if it determines that the Final Proposal does not comply with the environmental, social and labor law obligations referred to in Article 14 (5) of the Concessions Act.

When evaluating the Full and / or Final Proposal, it will be checked that the following conditions are fulfilled [*in the case of Preliminary Tenders, or if the Participant does not offer any conditions less favorable than those provided in the Preliminary Proposal, unless the relevant terms of the Specification in the Call for Proposals were allowed by the Participant to submit such a worse offer.*] If any of these conditions are not met, and / or the Participant will not explain / not correct the discrepancies within the deadline set by the Commission (if the discrepancy can be clarified / clarified), the Commission will refuse the evaluation and / or Final Proposal of such Participant and will not carry out its assessment. If the Terms meet only one Detailed Proposal, it will be evaluated according to the criteria listed below and will not be completed and the Participant submitting it will be immediately invited to the negotiations.

### **CRITERIA FOR DETAIL / FINAL BID EVALUATION<sup>13</sup>**

Comprehensive / Final Bid that meets the requirements of the Terms will be evaluated by the evaluation criteria below, consisting of the following parts:

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<sup>13</sup> The recommended evaluation criteria for Detail and Final Bid are presented

No.	Evaluation rate	[Select the applicable Potential Score / or Criterion Functional Parameter]	Comparative weight in the assessment of economic efficiency
<b>Criteria for evaluating financial and commercial aspects (C)</b>		[evaluation scale]	
1.	[choose the applicable Remuneration / or Fee paid by the Granting institution]	[evaluation scale] or [L <sub>1</sub> =[comparative weight]]	
2.	[Specify other evaluation criteria]	[evaluation scale] or [L <sub>2</sub> =[comparative weight]]	
<b>Criteria for assessing and comparing technical aspects (T)</b>		[evaluation scale]	
1.	[Specify other evaluation criteria]	[evaluation scale] or [L <sub>1</sub> =[comparative weight]]	
2.	[...]	[evaluation scale] or [L <sub>2</sub> =[comparative weight]]	
3.	[...]	[evaluation scale] or [L <sub>n</sub> =[comparative weight]]	
<b>Amount:</b>		<b>[maximum amount of assessment]</b>	<b>100</b>

The economic utility (S) of an Exact / Final Bid is calculated by adding the Score and Criterion (T) Score criteria for the Financial / Comprehensive Assessment (C) of the Participant's Detailed / Final Bid:

$$S=C+T$$

C Score Criteria are calculated [choose the applicable Minimum Compensation Fee (Cmin) of the Proposed Maximum Concessionaire / or Project Company paid by the Tax / Assigning Authority to the Concessionaire / Project Company] (Cmin) and multiply the ratio of the Determined or Final Bid [to choose the applicable Fee or Remuneration] (Cp) multiplied by C criterion comparative weights (X):

$$C = \frac{C_{\min}}{C_p} \cdot X ;$$

**The criterion score (T)** is calculated by adding the individual points (Ti):

$$T = \sum_i T_i$$

The individual criterion (Ti) scores are calculated by multiplying the sum of estimates of this criterion (Ps) by the comparative weight of the criterion (Li):

$$T_i = \left( \sum_s P \right) \times L_i$$

The criterion parameter estimator (Ps) calculates the parameter value (Rp) in comparison with the best value of the same parameter (Rmax or Rmin) and multiplies the comparative weight of the criterion parameter (Ls).

Depending on which (critical or highest) criterion value is considered the best, criterion parameter (Ps) is evaluated according to the following formula:

$$P_s = \frac{R_p}{R_{\max}} \cdot L_s, \text{ applies } [\textit{specify parameters}] \text{ in the case of parameters;}$$

$$P_s = \frac{R_{\min}}{R_p} \cdot L_s, \text{ apply } [\textit{specify parameters}] \text{ in the case of parameters.}$$

*[Describe how the parameter estimates will be calculated]*

## **II. EVALUATION OF COMPLETE AND FINAL PROPOSALS**

The Commission will evaluate the Detailed / Final Bid according to the evaluation criteria and select the most economically advantageous Total / Final Bid. In order of decreasing economic efficiency, a list of non-rejected Participants will be drawn up. If the economic benefits of the Multiple / Final Bid will be the same for several Participants, the Participant whose Full / Final Bid has been submitted earlier will be preceded by the Participant List. The Participants interested in the Participants will be informed *[indicate how the participants will be informed]* about the results of the evaluation, the list of Participants in the list of their detailed proposals, decreasing the economic usefulness and calling for negotiations, no later than *[deadline, recommended 5]* Business days from the evaluation.

The participant who has submitted the most economically advantageous Full Offer will receive an invitation to participate in the negotiation with the report on the results of the evaluation.

The results of the evaluation, the conclusion of the order of the Participants, decisions on the conclusion of the Agreement on the implementation of the Project and the objectives The deadline for the conclusion of the Agreement will be communicated to the Participants not later than within 5 (five) Business Days from the completion of the Final Bid Evaluation.

At the request of the Participant, the Commission / Granting Authority will provide him with the characteristics and relative advantages of the winning Final Bond for which this Final Proposal has been recognized as best, as well as the name of the Participant submitting the Final Bid.

## SUBMISSION OF A TENDER

Tender must be submitted in Lithuanian [*if applicable* or [*alternative language*]]. If the documents are submitted in [*if only Lithuanian is allowed* foreign] language, they must be translated to Lithuanian [*if applicable* or [*alternative language*]]. The authenticity of the translation must be certified by the the translator or the authorized person of the entity. The Commission may allow the Participants to submit part of the Tender documents that do not affect the evaluation of the Tender not in Lithuanian

The Tender, together with the enclosed documents, is submitted only by means of CPP IS, submitting them in a non-editable electronic form. A description of the Tender submission procedure can be found at the following address: <https://vpt.lrv.lt/lt/cvp-is/mokymu-medziaga/tiekejams-1>. Tenders that were submitted not through CPP IS means will not be evaluated and will be returned to the Participant.

The tender and other documents must be signed with a qualified electronic signature of the authorized person, confirming the entire Tender in this way. There is no need to sign each document separately. At the same time, the documents confirming the right of the person to sign on behalf of the Participant must be enclosed, if the Preliminary / Detailed / Final tender is signed by a person other than the one who signed the application. Documents issued by other institutions or persons must be signed by the person issuing them or by the representative of a respective institution. When submitting the documents signed this way, it is declared that the provided digital copies are genuine. The Granting institution has the right to request the submission of the originals of the documents or duly certified copies thereof (with signature of the head or other authorised person of the Participant and, if available, seal, indicating the date, name and position or the authorised public authority in accordance with the procedure set in the legislation of the Participant's country of origin).

The **Detailed / Final tender** submitted by the Participant may be encrypted. The Participant who decides to submit the encrypted Detailed / Final tender must:

- 1) **until the deadline for the submission of Detailed / Final tenders**, submit the encrypted Final tender by using the means of CPP IS (whole Detailed / Final tender or the document of the Detailed / Final tender, which specifies the Remuneration of the Detailed / Final tender (Remuneration), is encrypted). The instructions on how the supplier can encrypt the Detailed / Final tender can be found at: <http://vpt.lrv.lt/lt/pasiulymu-sifravimas/sifravimo-priemoniu-aprasas>
- 2) **till the beginning of the Detailed / Final tender envelope unsealing procedure (session)** [*The Commissions have to schedule procedure (session) for the familiarisation with the Detailed/Final tenders not earlier than after 45 minutes after the deadline for the submission of the Detailed / Final tenders. The deadline for submission of Preliminary tenders and the time of procedure (session) for the familiarisation with the Preliminary tenders may coincide*] Provide a password with which the Commission will be able to



decrypt the submitted Final tender, **via CPP IS means of correspondence**. In case of technical problems of CPP IS, when the Participant is unable to provide a password through the CPP IS means of correspondence, the Participant has the right to provide the password by other means, optionally: Granting institution's official email, fax or in writing. In such case, the Participant should be active and make sure that the provided password reached the recipient in time (for example, by contacting the Granting institution via its official phone number and / or other ways).

If the Participant has failed to provide the password (due to its own fault) until beginning of the procedure (session) for the familiarisation with the Detailed / Final tenders or provided an incorrect password, which could not be used by the Commission to decrypt the Detailed / Final tender, the Participant's tender is rejected as failing to meet the requirements set out in the Conditions (the Participant failed to submit the Remuneration (Fee) and / or other required documents (information for evaluation, when the password is not provided or an incorrect one is provided, may be found at: [http://vpt.lrv.lt/uploads/vpt/documents/files/CVPIS\\_naudojimosi\\_taisykles\\_2018-01-01.pdf](http://vpt.lrv.lt/uploads/vpt/documents/files/CVPIS_naudojimosi_taisykles_2018-01-01.pdf) ).

The original of the security of the Detailed tender validity [*if the security is used or a document, confirming the payment of the security,*] must be submitted to the Granting institution at the address [*address*] till the deadline for the submission of Detailed tender, in the sealed envelope, indicating the name of the Project, the name of the Participant and the fact that the envelope contains the security of the Detailed tender validity.

A digital copy of the security of the Detailed tender validity [*if the security is used or a document, confirming the payment of the security,*] must be submitted to the Granting institution till the deadline for the submission of Detailed tender, through the means of CPP IS.

**Participants** may submit a digital copy of the security of the Detailed tender validity [*if applicable or a digital copy of a document, confirming the payment of the security*] Such a digital document must be submitted to the Granting institution by the deadline for submission of the Detailed tender and must be signed separately by the subject that issued the security of the Detailed tender validity [*if applicable (a copy of a document, confirming the payment of the security may be signed by the person authorised by the Participant)*] with a qualified electronic signature and submitted via the means of CPP IS.

The security of the tender validity must comply with the form provided in the Annex No. 22 to the Conditions *Forms of the securities for the Detailed tender validity and agreement performance* and be valid for at least as long as the submitted Detailed tender.

Prior to submitting the security of Obligation performance, the Participants may apply to the Commission for the confirmation of its suitability. The answer will be presented through the means of CPP IS no later than within 3 (three) Business days from receipt of such a request.

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(Participant's name, legal entity code, registered office address)

*[Name of the Granting institution]*

*[Contact details of the Granting institution: address, email, phone and fax numbers]*

**[SPECIFY  
PRELIMINARY/DETAILED/FINAL]  
THE TENDER**

---

(Date) (number)

---

(Place)

*[specify the title of the Project]*

---

(Project title)

**Participant's name<sup>14</sup>**

**Legal entity code**

**VAT payer's code**

**Registered office address**

**Correspondence address**

By submitting this *[specify Preliminary / Detailed / Final]* proposal, we confirm that we have thoroughly examined the Conditions, published *[indicate publishing sources]*, and other submitted documents, and we have verified the accuracy and completeness of the information required by us to present such *[specify Preliminary / Detailed / Final]* proposal. We confirm that we have evaluated our available and accessible financial resources, the cost-effectiveness of the Project, and have created a sound Financial activity model.

We submit the following proposals for the implementation of the Project:

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<sup>14</sup> If the Participant acts as a group of entities, this information should be specified about all members of the group. Also specify which member is primary and is authorised to represent the group.

<b>Requirements and conditions of the Project implementation</b>	<b>Tenders</b>
<i>[Specify the conditions and requirements of the Project for which the Participant must submit proposals, e.g.] Remarks and comments on the conditions of the Agreement<sup>15</sup>, <u>description of the parameters evaluated by the economic efficiency criterion</u>]</i>	
Other, proposals relevant to the Project implementation in the opinion of the Participant	

We propose the following phases of the Agreement performance:

<b>Phase</b>	<b>Phase deadline</b>	<b>Phase description</b>

*[In the case of payments to the Concessionaire, the Remuneration offered by Us is as follows:*

<b>Ser. No.</b>		<b>Remuneration excluding VAT</b>	<b>Remuneration with VAT</b>
1.	<b>Remuneration (for the whole period of the Agreement)</b>		

**Structure of Fee payments:**

<sup>15</sup> There is no need to provide proposals regarding the Agreement together with the Final tender.

Part of the payment <sup>16</sup>	Unit of measurement	Year				
		1	2	...	N-1	N <sup>17</sup>
[specify instalments]	[specify a unit of measurement]					
[specify instalments]	[specify a unit of measurement]					
[specify instalments]	[specify a unit of measurement]					
<b>Total<sup>18</sup>:</b>						

The specified Remuneration includes all our expenses and payable taxes.

[If the Concessionaire / Project Company's payments to the Granting institution are planned, the Fee offered by Us is as follows:

Ser. No.		Fee excluding VAT	Fee with VAT
1.	Fee (total amount of the entire Agreement period)		

Structure of Fee payments:

Part of the fee <sup>19</sup>	Unit of measurement	Year				
		1	2	...	N-1	N <sup>20</sup>
[specify instalments]	[specify a unit of measurement]					

<sup>16</sup> The parts of the payment are presented from the results calculated in the financial activity model [specify the exact location].

<sup>17</sup> The last period of the Agreement (year) for which the Remuneration is paid.

<sup>18</sup> The total amount of Fee structure payments during the whole term of the Agreement shall be equal to the Remuneration.

<sup>19</sup> The parts of the payment are presented from the results calculated in the financial activity model [specify the exact location].

<sup>20</sup> The last period of the Agreement (year) for which the Fee is paid.

[specify instalments]	[specify a unit of measurement]					
[specify instalments]	[specify a unit of measurement]					
<b>Total<sup>21</sup>:</b>						

As an integral part of the [*indicate Preliminary/Detailed/Final*] tender, we enclose a Financial activity model prepared in accordance with the requirements presented in the Annex No. 14 to the Conditions, in it we financially (economically) substantiate our investment objectives, provide an assessment of the internal rate of return and other performance indicators. We also specify and justify in it the funds, sources of funding and conditions required for the performance of the Agreement.

We will employ the following Sub-suppliers for the performance of the Agreement:

<b>The name of the sub-supplier</b>	<b>Which part of the Agreement it is employed to perform</b>	<b>Data confirming the sub-supplier's capacity to perform part of the Agreement assigned to it</b>

We note that the information contained in the following parts of the [*indicate Preliminary/Detailed/Final*] tender is confidential<sup>22</sup>:

- 1.
- 2.
- 3.

[*indicated during the submission of Preliminary and Detailed tenders* Proposals for the draft of the Agreement, both newly submitted and submitted before the submission of this Preliminary/Detailed<sup>23</sup> tender, and their explanations thereof, we presented in the text of the draft of the Agreement, with the changes highlighted, we enclose it to the Preliminary/Detailed tender.]

[*specified during the submission of Preliminary and Detailed tenders* We confirm that the terms and conditions set out in the Detailed tender submitted in the light of the current wording of the draft

<sup>21</sup> The total amount of Fee parts during the whole term of the Agreement shall be equal to the Fee.

<sup>22</sup> Unless it is specified which parts of the Tender contain confidential information, the Granting institution has the right to disclose all information contained in the Tender.

<sup>23</sup> There is no need to provide proposals regarding the Agreement together with the Final tender.

Agreement and can be improved during negotiations, if the comments submitted by the Participant to the draft Agreement and other conditions are accepted.]

By submitting this [*specify Preliminary / Detailed / Final tender*], we confirm that works, services and other economic activities that we offer are fully in accordance with the requirements of the Tender documents and the legislation in force in the Republic of Lithuania, and along with [*specify Preliminary / Detailed / Final tender*] digital copies of documents and data provided are true.

[*If applicable, for the security of the Detailed tender we submit*

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*(specify the method, size, documents and guarantor or surety for the security)*

The offer is valid  
till

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<b>Ser. No.</b>	<b>The names of the enclosed documents</b>	<b>Number of pages in the document</b>
1.	Financial activity model (and supporting documents)	
2.	The draft of the Agreement is included with proposals, clarifications and explanations thereof (these are presented in the text of the Agreement, clearly highlighting them or with the use of the function "track changes" in the text editor or identical to it)	
3.	List of associated companies	
4.	[ <i>Specify other documents</i> ]	

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(position of the Participant or its authorised person)

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(signature)

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(Name and last name)

## THE FORM OF THE LIST OF ASSOCIATED COMPANIES

(participant's name, legal entity code, registered office address)

[*date*], No. [*number*]

[*Name of the Granting institution*]

[*Contact details of the Granting institution: address, email, phone and fax numbers*]

### LIST OF ASSOCIATED COMPANIES

Subject to the requirement of the Conditions, by submitting the Proposal for the participation in the Tender [*name*], we submit this list of companies associated with us, as the Participant of the Tender:

[ <i>Name of the Participant</i> ] associated companies:	Linking relations:
1.	
2.	
3.	
4.	
5.	

**Associated company** in this case means any company, economic community, limited liability company, foundation or other unit (legal and non-legal partner), directly or indirectly controlled by the Participant or its members, or which directly or indirectly controls the Participant or its member, or which is directly or indirectly controlled in association with Participant by another unit, having the right of ownership, part of the capital or by implementing the legislative requirements applicable to such a controlled company.

**Control** means dominating influence over another entity, through direct or indirect ownership, by other financial participation or by establishing participation rules in that entity, i.e. when:

- (i) more, than 50 % of stock or other equities issued by the controlled company, are owned; or
- (ii) more, than half of total votes, provided by owning stock or other equities issued by the controlled company, are held; or
- (iii) has the capability to appoint more than half of members of the management or another body (except for the general meeting) of the controlled company; or
- (iv) an Agreement, under which the controlled company is obligated to implement the decisions and orders of the controlling company, is concluded; or

(v) property rights to no less than half of the property, revenue or residual claim in the controlled company, are owned.

We understand and agree that if it becomes apparent that the List of associated companies that we submitted is incorrect, or is not updated after the change of these companies within a reasonable time, our Proposal may be rejected and we will be removed from further participation in the Tender.

\_\_\_\_\_  
(position of the Participant or its authorised  
person)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(Name and last name)



**DRAFT OF THE AGREEMENT**

*[Enclose the draft of the Agreement.]*

**THE FORMS OF THE SECURITIES FOR THE DETAILED TENDER VALIDITY AND  
AGREEMENT PERFORMANCE**

Enclosed:

- 1) Form of the security for Detailed tender validity (Guarantee);
- 2) Form of the security for Detailed tender validity (Bond);
- 3) Form of the security for Obligation performance (Guarantee);
- 4) Form of the security for Obligation performance (Bond).

*[Name of the Granting institution]*

*[Contact details of the Granting institution: address, email, phone and fax numbers]*

**FORM OF THE SECURITY FOR THE  
DETAILED TENDER VALIDITY (Guarantee)**

\_\_\_\_\_  
(Date) (number)

\_\_\_\_\_  
(Place)

Customer, *[enter Participant's name; company code, address; in the case of an entity group, list the full names of the members, indicating the responsible member, or indicate that the Participant submits a proposal on behalf of the joint venture that is submitting the proposal, indicating the date and number of the joint venture agreement]* submitted the Proposal for the participation in the Tender for the implementation of *[specify the name of Project]*.

*[Name of the guarantor, company code]* [represented by *[branch name]* branch] *[address]* (hereinafter referred to as the Guarantor) under the terms and conditions stipulated in this guarantee irrevocably undertakes to pay *[Name of the Granting institution]* (hereinafter referred to as the Institution) no more than *[amount in digits]* (*[amount in words, currency name]*) upon receipt of the first written request from the Institution to pay (original), which contains the guarantee No. *[indicate the guarantee number]*. The institution is not required to substantiate its requirements, but it must specify in its letter that the required amount belongs to it based on one or more of the following conditions:

1. The Customer withdraws or changes its Tender during its term of validity after the deadline for the Tender submission;
2. Client, that won the Tender:
  - a. fails to sign the Agreement or refuses to conclude it within the period set by the Institution;
  - b. fails to provide the Agreement performance security within the period set by the Institution;
  - c. fails to perform the Preconditions for the Agreement's entry into force during the period specified in the Agreement.

*Any written notices must be submitted by the Institution to the Guarantor together with the confirmation of the Bank that services the Institution, that the signature is authentic.*

This obligation is binding on the Guarantor and his successors, and is confirmed by the seal of the Guarantor *[date of issue of the guarantee]*.

The Guarantor obliges only to the Institution, therefore this guarantee is not transferable and cannot be pledged.

This guarantee is valid until *[guarantee expiration date, no later than the expiration date of the Tender, plus additional 10 (ten) Business days]*.

All obligations of the Guarantor to the Institution under this guarantee end if:

1. The Guarantor will not receive the Institution's written requests for payment (original of the document), the confirmation of the Bank that services the Institution, that the signature is authentic at the above address, until the last day of validity of the guarantee (inclusive);
2. The Agreement will be concluded and will enter into force;
3. Tender will be terminated;
4. The Customer's Tender has been rejected in the Tender and the rejection was not appealed in accordance with the procedure established by the laws of the Republic of Lithuania.

The original of the guarantee is returned to the guarantor with the remark of the Institution, when:

- 2.1. The institution waives its rights under this guarantee; or
- 2.2. The Customer has fulfilled the obligations specified in this guarantee.

Any claims of the Institution for payment will not be fulfilled if they are received at the aforementioned Guarantor's address after the expiration of the guarantee period.

*This guarantee is governed by the Law of the Republic of Lithuania. Disputes between the parties are resolved in accordance with the procedure established by the laws of the Republic of Lithuania.*

\_\_\_\_\_  
S. P. (Position of the authorised person)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(first letter of the name and the last name)

*[Name of the Granting institution]*

*[Contact details of the Granting institution: address, email, phone and fax numbers]*

**FORM OF THE SECURITY FOR THE  
DETAILED TENDER VALIDITY (Bond)**

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(Date) (number)

---

(Place)

This bond is valid only with the Insurance agreement No. *[enter the number of the insurance agreement]*.

Customer, *[enter Participant's name; company code, address; in the case of an entity group, list the full names of the members, indicating the responsible member, or indicate that the Participant submits a proposal on behalf of the joint venture that is submitting the proposal, indicating the date and number of the joint venture agreement]* and Surety *[enter surety's name, legal status and address]* (hereinafter referred to as the Surety), submitted the Proposal for the participation in the Tender for the implementation of the project *[specify the name of Project]*.

*[enter the name, legal status and address of the surety]*, [represented by *[branch name]* branch,] *[address]* (hereinafter referred to as the Surety), under the terms and conditions stipulated in this guarantee irrevocably undertakes to pay *[Name of the Granting institution]* (hereinafter referred to as the Institution) no more than *[enter the amount of the bond in digits]* (*[amount in words]*) under this bond agreement upon receipt of the first written request from the Institution to pay (original), which contains the bond agreement No. *[indicate the bond agreement number]*.

The institution is not required to substantiate its requirements, but it must specify in its letter that the required amount belongs to it based on one or more of the following conditions:

1. The Customer withdraws or changes its Tender during its term of validity after the deadline for the Tender submission.
2. Client, that won the Tender:
  - 2.1. fails to sign the Agreement or refuses to conclude it within the period set by the Institution;
  - 2.2. fails to provide the Agreement performance security within the period set by the Institution;
  - 2.3. fails to perform the Preconditions for the Agreement's entry into force during the period specified in the Agreement.

*Any written notices must be submitted by the Institution to the Surety together with the confirmation of the Bank that services the Institution, that the signature is authentic.*

This obligation is binding on the Surety and his successors, and is confirmed by the seal of the Surety *[date of issue of the bond]*.

The Surety obliges only to the Institution, therefore this bond is not transferable and cannot be pledged.

This bond is valid until *[bond expiration date, no later than the expiration date of the Tender, plus additional 10 (ten) Business days]*.

All obligations of the Surety to the Institution under this bond end if:

1. The Surety will not receive the Institution's written requests for payment (original of the document), the confirmation of the Bank that services the Institution, that the signature is authentic at the above address, until the last day of validity of the bond (inclusive);
2. The Agreement will be concluded and will enter into force;
3. Tender will be terminated;
4. The Customer's Tender will be rejected in the Tender and the rejection was not appealed in accordance with the procedure established by the laws of the Republic of Lithuania.

The original of the bond is returned to the surety with the remark of the Institutions, when:

- 2.1. The institution waives its rights under this bond; or
- 2.2. The Customer has fulfilled the obligations specified in this bond.

Any claims of the Institution for payment will not be fulfilled if they are received at the aforementioned Surety's address after the expiration of the bond's period.

This bond is governed by the Law of the Republic of Lithuania. Disputes between the parties are resolved in accordance with the procedure established by the laws of the Republic of Lithuania.

Surety:

\_\_\_\_\_  
S. P. (Position of the authorised person)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(first letter of the name and the last name)

[Name of the Granting institution]

[Contact details of the Granting institution: address, email, phone and fax numbers]

**FORM OF THE SECURITY FOR OBLIGATION  
PERFORMANCE (Guarantee)**

\_\_\_\_\_  
(Date) (number)

\_\_\_\_\_  
(Place)

Obligations of the Client [enter Private partner's name, company code, address] in accordance with the Agreement No. [number] on [name of the Agreement] (hereinafter referred to as the Agreement) signed with [Name of the Granting institution] (hereinafter referred to as the Recipient of the Guarantee) must be secured by the Agreement performance guarantee.

[Name of the guarantor, company code] [represented by [branch name] branch] [address] (hereinafter referred to as the Guarantor) under the terms and conditions stipulated in this guarantee irrevocably undertakes to pay the Recipient of the Guarantee no more than [amount in digits] ([amount in words, currency name]) EUR upon receipt of the first written request from the Institution to pay (original), which contains the guarantee No. [indicate the guarantee number], confirming that the Customer has failed to fulfill its obligations under the Agreement or fulfilled them improperly, indicating which obligations have not been fulfilled or have been fulfilled improperly.

This obligation is binding on the Guarantor and his successors, and is confirmed by the seal of the Guarantor [date of issue of the guarantee].

The Guarantor obliges only to the Recipient of the Guarantee, therefore this guarantee is not transferable and cannot be pledged.

*Any written notices must be submitted by the Institution to the Guarantor together with the confirmation of the Bank that services the Institution, that the signature is authentic.*

This guarantee enters into force after the Agreement enters into force in full.

This guarantee is valid until [guarantee expiration date].

All obligations of the Guarantor under this guarantee end if:

1. The Guarantor will not receive the Institution's written requests for payment (original of the document), the confirmation of the Bank that services the Institution, that the signature is authentic at the above address, until the last day of validity of the guarantee (inclusive);
2. The original of the guarantee is returned to the guarantor with the remark of the Institution, when:
  - 2.1. The institution waives its rights under this guarantee; or
  - 2.2 The Customer has fulfilled the obligations specified in this guarantee.

Any claims of the Institution for payment will not be fulfilled if they are received at the aforementioned Guarantor's address after the expiration of the guarantee period.

*This guarantee is governed by the Law of the Republic of Lithuania. Disputes between the parties are resolved in accordance with the procedure established by the laws of the Republic of Lithuania.*

\_\_\_\_\_  
S. P. (Position of the authorised person)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(first letter of the name and the last name)

*[Name of the Granting institution]*

*[Contact details of the Granting institution: address, email, phone and fax numbers]*

**FORM OF THE SECURITY FOR  
OBLIGATION PERFORMANCE (Bond)**

\_\_\_\_\_  
(Date) (number)

\_\_\_\_\_  
(Place)

This bond is valid only with the Insurance agreement No. *[enter the number of the insurance agreement]*.

Obligations of the Client *[enter Concessionaire's name, company code, address]* in accordance with the Agreement No. *[number]* on *[name of the Agreement]* (hereinafter referred to as the Agreement) signed with *[Name of the Granting institution]* (hereinafter referred to as the Institution) must be secured by the Agreement performance bond.

*[Name of the surety, company code]* [represented by *[branch name]* branch] *[address]* (hereinafter referred to as the Surety) under the terms and conditions stipulated in this guarantee irrevocably undertakes to pay the Institution no more than *[amount in digits]* (*[amount in words]*) EUR upon receipt of the first written request from the Institution to pay (original), which contains the bond agreement No. *[indicate the bond agreement number]*, confirming that the Customer has failed to fulfill its obligations under the Agreement or fulfilled them improperly, indicating which obligations have not been fulfilled or have been fulfilled improperly.

This obligation is binding on the Surety and his successors, and is confirmed by the seal of the Surety *[date of issue of the bond]*.

The Surety obliges only to the Institution, therefore this bond is not transferable and cannot be pledged.

*Any written notices must be submitted by the institution to the Surety together with the confirmation of the Bank that services the Institution, that the signature is authentic.*

This bond enters into force after the Agreement enters into force in full.

This bond is valid until *[bond expiration date]*.

All obligations of the Surety under this bond end if:

1. The Surety will not received the Granting institution's written requests for payment (original of the document), and the confirmation of the Bank that services the Institution, that the signature is authentic at the above address, until the last day of validity of the bond (inclusive);
2. The original of the bond is returned to the surety with the remark of the Institution, when:
  - 2.1. The institution waives its rights under this bond; or
  - 2.2. The Customer has fulfilled the obligations specified in this bond;

Any claims of the Institution for payment will not be fulfilled if they are received at the aforementioned Surety's address after the expiration of the bond's period.

*This bond is governed by the Law of the Republic of Lithuania. Disputes between the parties are resolved in accordance with the procedure established by the laws of the Republic of Lithuania.*

Surety:



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S. P. (*Position of the authorised person*)

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(*signature*)

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(*first letter of the name and the last name*)

## **DISPUTE EXAMINATION PROCEDURE**

### **If the entity or the Participant considers that the Commission / Granting institutions did not comply with the Law on Concessions and violated its legitimate interests**

In such a case, the entity / Participant may submit a claim to the Commission / Granting institution regarding the actions / decisions taken by the Commission / Granting institution, which in the opinion of the entity / Participant violate its legitimate interests. Such a submission of a claim is a mandatory pre-trial stage of the dispute examination.

The claim can be submitted to the Commission / Granting institution by fax, via CPP IS or other electronic means or under signature by postal service provider or other suitable carrier within:

- (i) 10 days from the date of the notification of the decision of the Commission / Granting institution to the economic entity, and, if this notice is not sent by electronic means, within 15 days from the date of dispatch of the notification to the economic entity; or
- (ii) 10 days from the date of the publication of the decision of the Commission / Granting Authority, in cases where the Law on Concessions does not require to inform economic entity in writing of decisions taken by the Commission / Granting institution.

The claim will be examined by the Commission / Granting institution only if it is received without missing the above deadlines and before the date of conclusion of the Agreement. Tender proceedings are suspended during the period during the claim examination. Must examine the claim, make a valid decision and notify the entities, who submitted the claim, and interested participants about it, as well as about the changes in the previously announced deadlines of the Tender procedure in writing no later than as within 6 (six) Business days from the day the claim is received.

### **If the Commission / Granting institution does not satisfy the claim**

If the submitted claim is not upheld, upheld only in part, or is not examined within the set period, the entity / Participant that submitted it has the right to apply to the court for the protection of the violated rights in accordance with the laws of the Republic of Lithuania.

If an entity / Participant applies to court, it must no later than within 3 (three) Business days, submit a copy of the request or the lawsuit to the Granting institution with the label of acceptance or other evidence of receipt in court.