
**THE CONDITIONS FOR SELECTION OF THE PRIVATE SUBJECT FOR
IMPLEMENTATION OF THE PUBLIC-PRIVATE PARTNERSHIP PROJECT
[NAME OF THE PROJECT]
BY WAY OF NEGOTIATED PROCEDURE**

[DATE],
[Location]

Colour codes' explanations: *Blue – comments or explanations, which later will be deleted;*
Green – alternative provisions, which may not be modified;
Red – the information, which must be entered.

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ANNEXES:

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I. INFORMATION ON THE IMPLEMENTED PROJECT

1. *[Short Project description and Project area presentation*
2. *Context of implementation of the Project, the need for the Project and the Project's importance*
3. *Project goals*
4. *Description of the principle Project implementation conditions:*
 - 4.1. *Duration of the Partnership Agreement;*
 - 4.2. *Subject of the Project (works, services, necessary investment);*
 - 4.3. *The property, which will be transferred to the Private Subject (condition, legal status, potential problems) and the way of transfer of the property and the rights, on which the property will be transferred;*
 - 4.4. *The issues, relating to the title of ownership to the transferred or newly created property;*
 - 4.5. *Distribution of risks between the Public Subject and the Private Subject;*
 - 4.6. *The funds from which implementation of the Project can be financed and the way of financing;*
 - 4.7. *Structure of payments for Project implementation (including the sharing of profit in the established cases);*
 - 4.8. *[if applicable, deadlines for completion of works and requirements for the works;]*
 - 4.9. *Service provision deadlines, requirements to the services and ways of provision of services;*
 - 4.10. *Possibilities of employment and replacing subcontractors / sub-suppliers;*
 - 4.11. *Required insurance;*
 - 4.12. *Minimum requirements to Project implementation supervision and monitoring;*
 - 4.13. *Subjects' liability principles;*
 - 4.14. *Subjects' and third parties' requirements security;*
 - 4.15. *Returning the Project property upon expiry of the Partnership Agreement;*
 - 4.16. *Other Project information, important to the potential investors.]*

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II. GENERAL PROVISIONS

1. PUBLIC SUBJECT

5. The Project is implemented by *[name and legal requisites of the Public Subject]*. The Public Subject is *[state the legal status, principal areas of activity / functions, as well as the legal acts, in the basis of which the Public Subject is authorized to perform its activities / functions]*. The Public Subject implements the Project on the basis of the rights, provided to it by *[state the basis, on which the Public Subject is considered one, as defined by the Law on Investments]*.
6. The Public Subject's contact person for the information on the conditions and procedures of the Negotiated Procedure – *[full name, address / e-mail, telephone and fax numbers of the authorized person]*.

2. REQUIREMENTS FOR IMPLEMENTATION OF THE PROJECT

7. The Public Subject reaches for selection of a Private Subject, in cooperation with which the Public Subject shall implement the Public-Private Partnership Project. A Partnership Agreement shall be concluded with the selected Private Subject for this purpose.
8. The Public Subject reaches for the Project to:
 - 8.1. be implemented efficiently, in due quality and in observance of all the requirements, provided by the applicable legal acts and in accordance with good business practice;
 - 8.2. ensure the achievement of the Project goals *[state the Project goals]*;
 - 8.3. *[state other Public Subject's requirements to the Project according to the Technical Specifications]*.
9. The detailed description of the Project and requirements for implementation of the Project are provided in Annex 2 to the Conditions. The Public Subject will create the possibility to get familiarized with the documents, relating to the Project, to the candidate, invited to participate in the negotiations and provide an offer, who signs the Confidentiality commitment (*[state the data, for instance, excerpts from feasibility studies, territories' plans and relating agreements, the disclosure of which will not adversely affect the negotiations and will not violate the Public Subject's interests, etc.]*).
10. *[Select the implementation of the Project will be financed from [state the sources of financing, the implemented programme]. For this purpose [state the amounts of financing and their breakdown against the sources] [select will be assigned / or foreseen to be received]. / or the implementation of the Project will be financed from the Public Subject's budget]*.
11. The Project shall not be divided into parts and must be implemented in full scope. The Public Subject will reject the offers regarding a separate part of the Project. The candidates are not allowed to provide alternative offers.

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12. The Project must be implemented *[state the deadline for implementation, not later than 25 years as of the date of entering into effect of the Agreement].**[If planned implementation of the Partnership Agreement will be performed in the following phases:*
 - 12.1. *[description of the first phase, the duration or the date of completion];*
 - 12.2. *[description of the second phase, the duration or the date of completion];*
 - 12.3. *[. . .].]*
13. The detailed implementation requirements of the Partnership Agreement *[if the Partnership Agreement is planned to be implemented in phases – the phases of the Agreement]* will be established in the Partnership Agreement *[if applicable, referring to the Candidate's suggestions as regards the Project implementation]*, which will be concluded with the Private Subject, selected for implementing the Project.

3. ESSENTIAL PROJECT IMPLEMENTATION REQUIREMENTS

14. The Public Subject will not hold negotiations only as regards the following essential Project implementation requirements:
 - 14.1. Setting a Price higher than the amount, dedicated for implementation of the Project;
 - 14.2. The issues as regards the title of ownership for the property, transferred for performing the Partnership Agreement or created when performing the Partnership Agreement;
 - 14.3. *[state other conditions according to the Technical Specifications and draft Partnership Agreement, which shall not be negotiated].*

4. INFORMATION ON THE SELECTION OF THE PRIVATE SUBJECT

15. The Private Subject shall be selected by way of Negotiated Procedure, regulated by Section Five of Chapter II of the Law on Public Procurement. The Negotiated Procedure was chosen due to the *[state the basis for performance of the procurement by way of negotiated procedure, compliant with the requirements, provided by Article 55 of the Law on Public Procurement].*
16. *[Select one of the following sentences* The Negotiated Procedure was not announced in advance. / *or* the Negotiated Procedure was announced in advance on *[day] [month] [year]* in the Information Supplement, No. *[number]*, on *[day] [month] [year]* in the OJ, No. *[number]*, at the address of CPP IS at <https://pirkimai.eviesiejipirkimai.lt/> *[if the procurement was announced elsewhere, also [other sources, in which the negotiations were announced in advance]].].*
17. The announcement on the Negotiated Procedure was published on *[day] [month] [year]* in the Information Supplement, No. *[number]* and *[day] [month] [year]* in the OJ, No. *[number]*, at the address of CPP IS at <https://pirkimai.eviesiejipirkimai.lt/> *[if the procurement was announced elsewhere, also [other sources, in which the negotiations were announced in advance]].].*

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18. *[in case the Conditions are published on the Public Subject's website the Conditions can also be found at the Public Subject's website at [address].]*
19. The Negotiated Procedure is performed by the Commission, consisting of *[number of members, no less than 3]* members, who undersign the confidentiality commitment and declaration of impartiality. Minutes are taken for all meetings of the Commission. For the purpose of consulting the Commission on the issues, requiring special knowledge or in order to evaluate the issues, the Public Subject *[if planned to invite may invite / if already invited has invited]* experts for *[state the areas, for which experts were invited] / or the respective area].* The experts also must sign the confidentiality commitment and declaration of impartiality.
20. The Negotiated Procedure is performed in observance of the principles of equality, non-discrimination, mutual recognition, transparency, proportion and rational use of funds, the Law on Investments, the Law on Public Procurement, the Civil Code of the Republic of Lithuania and these Conditions, as well as the requirements, provided by the legal acts of the European Union.
21. Equal requirements are applicable and equal possibilities are provided to all Candidates and, to the extent it is possible referring to the confidentiality of the information, provided by the Candidates, similar information is provided.
22. Any information, explanations of the Conditions, notices or other correspondence between the Public Subject and the Private Subjects concerned shall be performed only by using the CPP IS.

5. EXPLANATION AND CLARIFICATION OF THE CONDITIONS

23. In case of any issues as regards the Negotiated Procedure or the Conditions, or if there is a need for explanation or clarification, the subject concerned, according to the procedure, established in Annex 3 to the Conditions, may provide Requests to the Public Subject to do so. Replies to the Requests must be provided in the procedure, described in the Annex and shall be held integral part of the Conditions.
24. The Public Subject will provide the reply to the Request to all the Candidates at the same time, however the protection of confidential information shall be ensured and the Candidate, who has provided the Request, shall not be disclosed.
25. The Public Subject may, in the procedure, described in Annex 3, provide explanations at its own initiative.
26. *[if a meeting is planned to be arranged Additionally, in order to have the Conditions explained, the Public Subject foresees to arrange meetings with each of the Candidates. Each Candidate shall be individually notified on the date and time of the meeting. The minutes of each meeting, stating all the questions, asked by the Candidate during the meeting and the replies to the questions, will be provided to all the Candidates, participating in the Negotiated Procedure, however the identity of the Candidate and its confidential information shall be kept secret. The Candidates may provide their*

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questions for the meeting in advance by using the means of CPP IS. If necessary additional meetings can be arranged.]

6. VIOLATED RIGHTS' DEFENSE PROCEDURE

27. In case the Private Subject is of the opinion that the Public Subject fails to observe the requirements, provided by the Law on Public Procurement and thus violates the Private Subject's legal interests, the Private Subject may use the remedies, mentioned in Annex 14 to the Conditions.

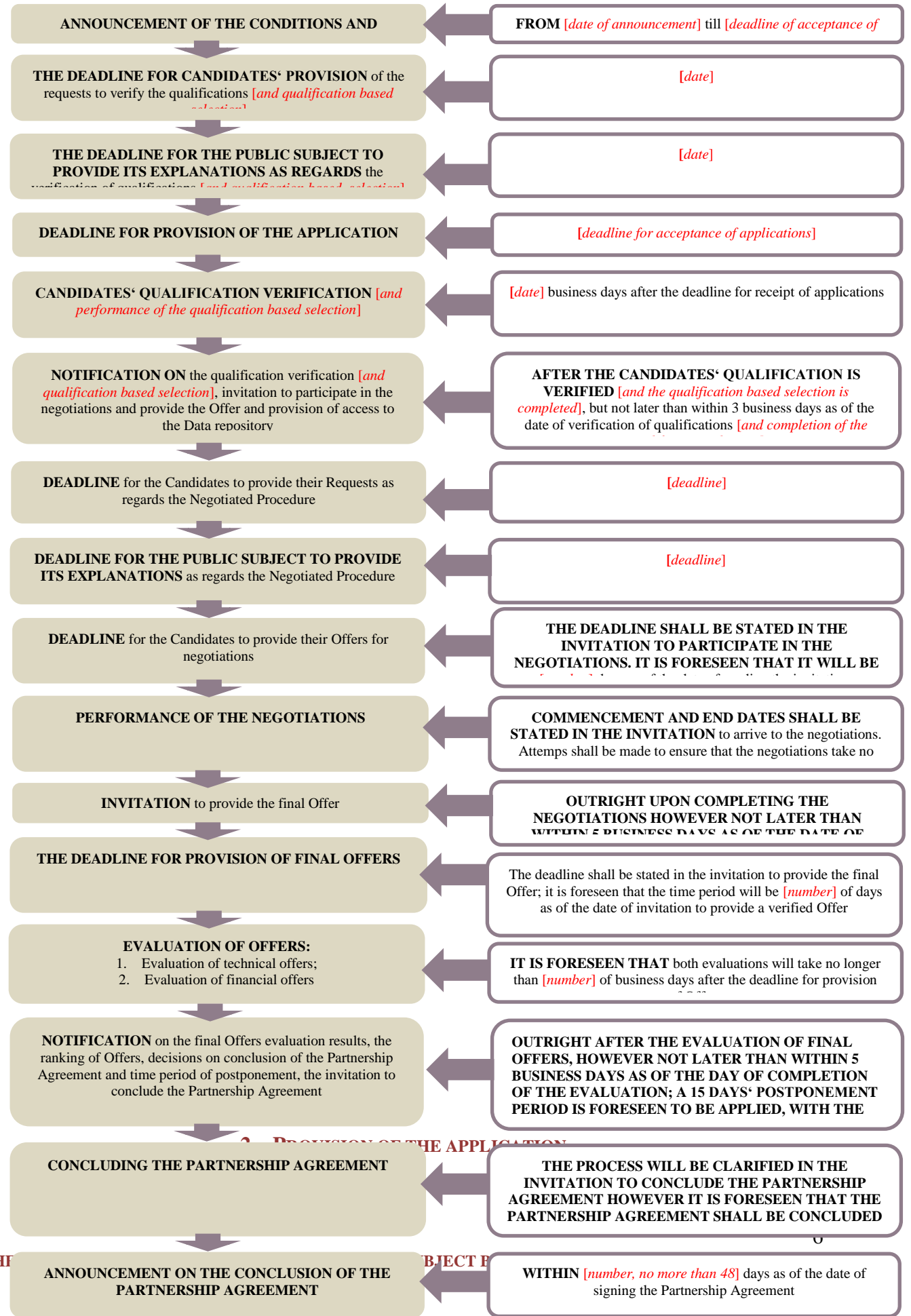
III. PERFORMANCE OF THE NEGOTIATED PROCEDURE

1. PROCESS OF THE NEGOTIATED PROCEDURE AND TENTATIVE TIME SCHEDULE

28. The tentative time schedule of the Negotiated Procedure is provided below. The deadlines, stated in the time schedule, may be changed, depending on the number of received applications and Offers, the process of negotiations, the requests and complaints, received from the Candidates or Participants, the need to clarify the Conditions or their annexes, etc. The deadlines shall be extended for the reasonable time period, needed for the Public Subject to perform the necessary procedures in order for the Candidates concerned to be able to appropriately evaluate the information, provided by the Public Subject.
29. All the Candidates concerned shall be notified on the extension of the deadline for provision of the Offer. The information shall also be published in the Information Supplement [*if applicable, in the OJ*] and by the means of CPP IS [*if planned to be published in other sources also [state the sources of publication]*]. If necessary, other information, provided in the announcement on the procurement by Negotiated Procedure shall also be clarified.
30. The Public Subject shall notify the Candidates or Participants concerned on other dates and deadlines of separate actions individually.

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PRINCIPAL PHASES OF THE NEGOTIATED PROCEDURE	TIME PERIOD OR DATE
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THE

SUBJECT P

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SUBJECTS, HAVING THE RIGHT TO PROVIDE AN APPLICATION

31. An independent economic entity or a group of economic entities, able to be Candidates and compliant with the minimum requirements, stated in Annex 4 may provide an application to participate in the Negotiated Procedure.
32. In case a group of economic entities candidates to participate in the Negotiated Procedure:
 - 32.1. The leading member and the contact person of the leading member must be stated in the provided application. The person must be provided authorizations to perform all the actions, necessary during the procurement procedures on behalf of the group of economic entities;
 - 32.2. The application must be accompanied with the joint venture agreement, clearly stating the obligations as regards implementation of the Project, assigned to each member of the group of economic entities. The agreement must also foresee the solidary liability of all parties to the joint venture agreement for improper performance or their obligations to the Public Subject according to the Partnership Agreement. In case no joint venture agreement is provided, the application shall be rejected;
 - 32.3. The subjects, forming the group of economic entities may not provide the application or participate in the Negotiated Procedure independently or with other entities or be sub-suppliers of another Candidate, who would base its compliance with the qualification requirements by such sub-suppliers' capacities. In case this requirement is not observed, the Public Subject will reject such applications and/or offers.

CONTENT OF THE APPLICATION

33. The economic entities, compliant with the qualification requirements, must provide the application to the Public Subject according to the form, provided in Annex 6 to the Conditions, accompanied with all the proofs of their qualifications. The control list of the documents, provided together with the application and the requirements for provision of application are provided in Annex 7 to the Conditions.
34. The qualification requirements to the Candidates are listed in Annex 4 to the Conditions. The compliance with the qualification requirements may also be proven by the respective capacities of the economic entities (sub-suppliers), employed for performance of the Partnership Agreement or other economic entities, however all such subjects must be compliant with the requirements, stated in Annex 4.

DEADLINE FOR PROVISION OF THE APPLICATION

35. The application, together with the supplementary documents, must be provided till *[day]* *[month]* *[year]* *[hrs. min.]*. No applications shall be accepted after the expiry of the said deadline. In case the application with the accompanying documents is provided after the stated deadline, the Public Subject will not consider it *[in case the application is provided not over the CPP IS and shall return the application]*

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3. VERIFICATION OF THE QUALIFICATION [ALSO THE QUALIFICATION BASED SELECTION IN CASE A QUALIFICATION BASED SELECTION MUST BE PERFORMED]

36. Upon receiving the applications, the Public Subject, in the procedure, described in Annex 5 to the Conditions, shall verify the Candidates' qualifications. *[if the qualification based selection is performed Upon verifying the qualifications, the qualification based selection shall be performed out of the Candidates, whose qualifications are compliant with the minimum requirements. During the qualification based selection, in accordance with the criteria and procedure, stated in Annex 5 to the Conditions, not less than [state the number of selected participants, not less than 3], but not more than [state the number, the recommended number – not more than 5] most qualified Candidates shall be selected and invited to provide their Offers and participate in negotiations.]*
37. The Candidates must provide all the documents, proving their qualification and ensure the correctness of the provided information. In case no documentary proofs of qualification are provided, the Public Subject shall reject such Candidate's application.
38. In case the Candidate provides the data, proving its qualification, however they are not precise or not comprehensive, in observance of the principles of public procurement, the Public Subject shall request such Candidate to supplement or explain such data providing a reasonable time period to do so. In case, due to well-grounded reasons, the Candidate requires more time, the deadline may be extended. However if the imprecise or not comprehensive data on the qualification are not supplemented or explained during the provided time period, the Public Subject shall reject the Candidate's application.
39. The Public Subject shall notify the Candidates on the results of the verification of qualification *[and the qualification based selection in case qualification based selection is performed]* by means of correspondence of the CPP IS. The Public Subject shall provide the invitation to provide Offers for negotiations to the Candidates, compliant with the minimum qualification requirements *[and those who passed the qualification based selection in case qualification based selection is performed]*, together with the notification on the results of the verification of qualification *[and the qualification based selection in case qualification based selection is performed]*. *[In case the Data Repository will be created the Public Subject shall provide access to the Data Repository to the Candidates, who sign the Confidentiality Commitment, provided in Annex 16 to the Conditions. The procedure of use of the Data Repository shall be provided by the Public Subject in the invitation to participate in negotiations].*

4. PROVISION OF THE OFFER

CONTENT OF THE OFFER

40. The Candidates, invited to participate in the Negotiated Procedure, must provide Technical and Financial Offers, the forms of which are provided in Annex 11 to the Conditions and which shall form the Offer. The requirements for provision of the Offer are provided in Annex 10 to the Conditions.

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41. The Technical Offer must state the proposed technical solutions, works, services and other suggestions as regards the Project implementation conditions and requirements [*if applicable, also the suggestions as regards changes to the Partnership Agreement*].
42. In addition, the Technical Offer must state the part of the Project, which shall be implemented by the selected Private Subject itself and which part shall be implemented by the sub-suppliers, employed by the Private Subject, stating the sub-suppliers and the Project part, for implementation of which they shall be employed.
43. The stated sub-suppliers may be replaced during the implementation of the Project only (i) if the replacement sub-suppliers comply with the qualification requirements, established in Annex 4 to the Conditions and (ii) upon receiving a written approval by the Public Subject to do so, in observance of the procedure, established in the Partnership Agreement. Such approval by the Public Subject must be provided within a reasonable time period.
44. Notwithstanding whether the sub-suppliers will be employed, the Private Subject shall be responsible to the Public Subject for due performance of the Partnership Agreement.
45. The provided Financial Offer must state the Price and contain the documents, substantiating the Price, i.e. the Financial Activity Model, prepared in accordance with the form, provided in Annex 16 to the Conditions and/or other Price calculation documents.
46. The Price must be expressed [*according to the performed feasibility study state the way, in which the Price must be expressed – by a periodical fixed payment or a payment, varying according to the selected / stated indicators, one-off deferred payment or by a combination of the above*]. The offered Price must include all the expenses, as well as all taxes and levies, payable in accordance with the applicable laws and other legal acts of the Republic of Lithuania, valid at the moment of submission of the Offer or foreseen to enter into effect.
47. The Public Subject shall evaluate the offered Price in litas. Therefore if the Price is stated in a foreign currency, the Public Subject shall recalculate the price in litas according to the exchange rate of litas and the foreign currency, established and announced by the Central Bank of the Republic of Lithuania as of the last day of the time period for provision of the Offer for negotiations or the final Offer.
48. The Offer may contain the indication on the information, provided therein, which should be considered confidential. However the characteristics of the Offer, which must be taken into consideration when evaluating the Offers, may not be stated as confidential information.
49. The Public Subject reserves the right to disclose the confidential information, stated in the Offer, to the members of the Commission and to the invited experts, the head of the Public Subject and the persons, authorized by the head of the Public Subject, as well as in cases, foreseen by the applicable laws or in case required by the authorized controlling authorities. In such cases the Participant may not hold the Public Subject liable for disclosure of the confidential information.

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50. The Offer, provided by a Participant, shall be considered the basis for further negotiations in order to reach an agreement as regards *[state the aims of negotiations]*.

DEADLINE FOR PROVISION OF THE OFFER

51. The Offer must be provided within the time period, stated in the invitation to provide the Offer, in observance of the requirements, stated in Annex 10. Before the said deadline the Participants may amend and / or withdraw their Offers. One Participant may provide only one Offer. In case more than one Offer is provided, the Public Subject shall reject all such Offers.
52. The Offer shall be considered duly served, when the last part of the Offer is submitted *[including the Offer security if Offer security is applicable]*.

[OFFER SECURITY IF NECESSARY]

53. *[In case it is required to provide the Offer security All Participants must accompany their Offers with the Offer security for the amount of [amount] litas. The Offer security must correspond to the form, provided in Annex 12 of the Conditions and remain in effect not shorter than the provided Offer [optionally, or the same amount may be paid as a deposit to the Public Subject's bank account No. [state the account No.] in [name of the bank]]. In case the Participant fails to provide the required security, its Offer shall be rejected.*
54. *The Public Subject shall, immediately, but not later than within [number] days, return the Offer security or deposit to the Participant after (i) the Offer expires, in case, at the Public Subject's request, the Participant does not extend its validity, (ii) the Partnership Agreement is concluded, (iii) the Public Subject terminates the Negotiated Procedure or (iv) all Participants' Offers are rejected.]*

TIME PERIOD OF VALIDITY OF THE OFFER

55. The time period of validity must be stated in the Offer. The period must be no shorter than *[number]* days as of the deadline for submission of Offers.
56. Till the expiry of the time period of validity of the Offer, the Public Subject may request the Participant to extend it till a certain specific deadline. However the Public Subject may refuse to do that *[in case the Offer security is applicable and the request may be rejected without losing the right to the provided Offer security]*.

5. NEGOTIATIONS

57. Upon receiving the Participants' Offers, the Public Subject, according to the procedure, established in Annex 9, not later than within *[number, recommended: 3-5]* business days shall verify whether the Offers are compliant with the Conditions of the Negotiated Procedure. The Participants, whose Offers comply with the Conditions, shall be invited to negotiate. The Participants, whose Offers are rejected as incompliant with these Conditions, shall not be invited to negotiate and the reasons for rejection of their Offers shall be stated to them.

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58. The Participant must arrive to negotiate at the time, stated in the invitation, to the address: *[address]*. The Public Subject shall request the Participant to confirm whether the Participant shall participate in the negotiations. In case the Participant is not able to arrive for negotiations in due time due to well-grounded reasons, the Participant must notify the Public Subject in advance in order to be able to agree upon another date for negotiations. Otherwise the Public Subject will consider that the Participant failed to arrive to the negotiations without a justifiable reason and thus, withdrew its Offer *[the Public Subject shall also have the right to use the provided Offer security in case the Participant is required to provide the Offer security.]*
59. In its confirmation as regards its participation in the negotiations, the Participant may state the person/persons, who shall represent it during the negotiations. The Public Subject shall consider that the representative/representatives have the right to negotiate and undertake obligations on behalf of the Participant.
60. The negotiations shall be held with each Participant individually on the basis of the Offer, provided by each separate Participant. *[In case the negotiations are not performed in phases, their results shall be registered by minutes, signed by the authorized representative of the Participant and the chairperson of the Commission.]*
61. *[In case the negotiations are performed in phases, the negotiations shall be performed in phases, during which the number of negotiated offers shall be reduced]:*
 - 61.1. *First phase – [description of the phase: the subject and purpose of negotiations];*
 - 61.2. *Second phase – [description of the phase: . . .];*
 - 61.3. *[descriptions of other phases].*
62. *The exact dates of the phases shall be stated in the invitation to participate in the negotiations. The results of each phase shall be registered in the minutes, which shall be signed by the authorized person of the Participant and the chairman of the Commission.]*
63. Before signing the minutes of negotiations, the Participant may provide its comments. During the further negotiation procedures the Participant may change the results of negotiations, registered in the minutes, only by improving such results.
64. The Public Subject shall attempt to complete the negotiations with all Participants not later than within *[number]* days, however the deadline may be changed depending on the progress of negotiations.
65. If necessary, in order to be able to compare the economic efficiency of final Offers, provided by the Participants, to the Public Subject, upon completion of the negotiations, the draft Partnership Agreement may be provided to the Participants, clarified referring to the Participants' suggestions as regards the draft Partnership Agreement. The Participants must provide their final Offers according to the clarified draft.

6. PROVISION OF THE FINAL OFFER

66. After completing the negotiations, the Participants concerned shall be invited to provide the final Offer according to the forms, provided in Annex 0, in the procedure, provided

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in Annex 0. The final Offer, referring to the results of negotiations, must state the final offered Price and final data of the Technical Offer. The final Offers must be provided before the expiry of the deadline, stated in the Public Subject's invitation to provide final Offers. In case the Participant fails to provide the final Offer within the established time period, the Public Subject shall hold that the Participant has refused to continue its participation in the Negotiated Procedure *[and shall have the right to use the provided Offer security in case the Offer security is required.]*.

67. The envelopes shall be opened during the sitting of the Commission. The date and time of the sitting shall be stated in the invitation to provide final Offers.
68. All the Participants concerned or their authorized representatives may participate in the sitting for opening the envelopes with the provided final Offers, during which the information, important for evaluation of final Offers shall be announced. In case the Participants, who do not participate in the opening, request to do so, they will be provided the information, announced during the opening via the means of correspondence of CPP IS or receive the information personally.
69. The Public Subject may request the Participant, during a reasonable time period, to explain the final Offer however the Public Subject may not request, suggest or allow to change the essence of the final Offer, i.e. change the elements of the Price or other elements, forming the final Offer, considered when evaluating the final Offer. In case of any variances, which cannot be corrected without changing the essence of the final Offer or if the Participant fails to explain the final Offer within the time period, stated by the Public Subject, such Participant's Offer shall be rejected.

7. EVALUATION OF FINAL OFFERS

70. Evaluation of final Offers shall be performed in absence of the Participants. The Public Subject shall evaluate the final Offers and rank them in accordance with the criteria of evaluation of the most economically efficient offer, which, together with the offers evaluation procedure, are provided in Annex 9 to the Conditions.
71. The Price, offered by the Participant, shall be compared with the Prices, offered by other Participants. In case the Price is unusually low, i.e. (i) 15 per cent or more, lower than the arithmetic average of the Prices, offered by other Participants, whose Offers are not rejected due to other reasons; or (ii) 30 per cent or more, lower than *[the funds, planned to be dedicated for the procurement]*; or (iii) may be insufficient for appropriate performance of the Partnership Agreement, in the opinion of the Public Subject, the Public Subject shall request the Participant to substantiate such unusually low Price. In case the Participant fails to provide the appropriate substantiation for the offered Price, its Offer shall be rejected.
72. In case, during the evaluation of the Offers, the Public Subject finds any Price calculation errors, the Public Subject shall request the Participant to correct such arithmetic errors within the prescribed time period. When calculating the errors the Participant may not change the composite parts of the Price or the total Price, stated in

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the final Offer. In case the Participant fails to correct the stated arithmetical errors during the established time period, its Offer shall be rejected.

73. The Public Subject shall notify the Participants on the results of performed evaluations, the ranking of Offers and its decision as regards concluding the Partnership Agreement and application of the postponement period by the means of correspondence of the CPP IS not later than within 5 (five) business days as of the moment of completion of the evaluation. The invitation to conclude the Partnership Agreement shall be provided to the Participant, whose Offer is considered the winning one *[in case the Project is implemented by a central public subject, upon receiving an approval by the Ministry of Finance of the Republic of Lithuania for the draft Partnership Agreement, prepared according to the Participant's final Offer or in case the Government or the Parliament of the Republic of Lithuania changes its decision as regards the implementation of the Project / if the Project is implemented by a municipal subject, upon receiving [name of the municipality] board's approval for the provided draft Partnership Agreement, prepared according to the Participant's final Offer].*
74. The participants, not invited to conclude the Partnership Agreement, shall be provided a comprehensive explanation of evaluation of their Offers.

8. CONCLUDING THE PARTNERSHIP AGREEMENT

75. The Private Subject shall have to arrive to sign the Partnership Agreement during the time period, stated in the invitation to conclude the Partnership Agreement.
76. In case the Partnership Agreement is not signed during the time period, stated in the invitation to conclude the Partnership Agreement or if the Participant refuses to sign the Partnership Agreement, the Participant, whose Offer is ranked next to the winning Offer, shall be invited to conclude the Partnership Agreement. *[If the Offer security is required the Public Subject may use the rejected Offer's security.]*
77. The Partnership Agreement shall be concluded according to the project, provided in Annex 13 to the Conditions, modified according to the results of the negotiations and the final Offer, provided by the Participant. After concluding the Partnership Agreement, its conditions may be modified only in the cases, foreseen therein or by changing such conditions, which would not violate the principles and objectives, established in Article 3 of the Law on Public Procurement and in case such changes are approved by the Public Procurement Office.
78. In order to ensure that the Project is implemented and the Partnership Agreement is duly performed, the Private Subject must, before the signing of the Partnership Agreement, provide the obligations performance guarantees *[state the guarantees to be provided by the Private Subject] [select the way]* for the amount of *[amount]* litas / or *[number]* per cent of the value of the Partnership Agreement (*[select w. / or w/o the VAT]*). The guarantee must be prepared according to the forms, provided in Annex 12 to the Conditions *[optionally or by paying the same amount as deposit to the Public Subject's bank account No. [state the bank account No.], in [name of the bank]],* and remain in effect at least till *[the deadline]*.

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79. Before providing the obligations performance guarantee, the Private Subject may apply to the Public Subject as regards approval of the guarantee. The Public Subject shall provide the reply as regards the guarantee's suitability not later than within 3 (three) business days as of the moment of receipt of the request.
80. Before concluding the Partnership Agreement, the Private Subject must provide the guarantee for its obligations, relating to the performance of the Partnership Agreement. The guarantee must establish that:
- 80.1. The guarantee is gratuitous;
- 80.2. In case the Private Subject fails to properly perform its obligations under the Partnership Agreement, the Participant shall be liable to the Public Subject [*select in solidarity with the Private Subject / or subsidiary*];
- 80.3. The Participant is liable [*select to the same extent as the Private Subject / or [state the part or the amount, for which the Private Subject shall be liable]*];
- 80.4. The Participant is also liable in the cases when the Partnership Agreement is changed, which results in change of the volume of the Private Subject's obligations and liability as the guarantor or in emergence of other unfavourable consequences for the Participant as a guarantor;
- 80.5. The Participant's liability as a guarantor ends only upon the expiry of the time period of performance of the Private Subject's obligations under the Partnership Agreement. The Participant's liability may not end earlier in case the Public Subject, for a certain period of time, does not demand the Participant's liability as a guarantor.
81. The Participant's guarantee before the foreseen deadline may be terminated only in case the Private Subject's shares are transferred to another entity in the cases, foreseen in the Conditions and in the Partnership Agreement and such entity guarantees the performance of the respective obligations of the Private Subject to the same extent as the Participant, who transfers the shares.
82. The Participant may transfer the Private Subject's shares only when (i) the public services, necessary for implementation of the Project are commenced to be provided in full scope and (ii) the Public Subject's approval is received, which may be refused to be provided only due to well-grounded reasons, stated in the Partnership Agreement.
83. In case the Private Subject does not provide the obligations performance guarantee or in case the Participant does not provide the guarantee for the obligations, undertaken by the Private Subject, relating to performance of the Partnership Agreement, the Participant, whose Offer is ranked next to the winning Offer, shall be invited to conclude the Partnership Agreement. [*If the Offer security is required the Participant shall be deprived of the Offer security.*]

IV. THE COSTS OF PARTICIPATION IN THE NEGOTIATED PROCEDURE

84. The economic entities participate in the Negotiated Procedure at their own risk and by their own cost. The Public Subject shall not cover any costs, relating to participation in the Negotiated Procedure.

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Annex 1 to the Conditions

USED DEFINITIONS

CPP IS	The Central Public Procurement Information System, the address: https://pirkimai.eviesiejipirkimai.lt
Participant	The Candidate, who provides the Offer
Data repository	<i>[in case the data shall be provided in the electronic database a virtual data repository / in case the data shall be provided in a physical premise the premises]</i> , in which all documents, relating to implementation of the Project, available with the Public Subject, such as <i>[state the examples of other documents to be provided]</i> shall be provided
OJ	The Official Journal of the European Union, the address: http://eur-lex.europa.eu/JOIndex.do .
Financial Offer	The form, stated in Part B of Annex 11 to the Conditions, the offer as regards the Price, provided together with the Financial Activity Model and other substantiating documents
Financial Activity Model	The Financial Activity Model, drawn according to the form, provided in Annex 16 to the Conditions, stating the structure and conditions of financing of the activities of the Private Subject, financially/economically substantiated aims of investing, evaluation of return on investment and other efficiency indicators
Information Supplement	The Information Supplement to the Official Publication of the Republic of Lithuania “Official Gazette” (“Valstybės žinios”)
Law on Investments	The Law on Investments of the Republic of Lithuania
Price	The remuneration for which the Participant offers to perform the Partnership Agreement
Candidate	The supplier, reaching to be invited to participate in the Negotiated Procedure and provide its Offer. The following entities may be Candidates: a legal entity of any legal form, a public legal entity (with the exception of the public and private legal entities, which, according to the procedure, established by the Law on Debts of the Republic of Lithuania, are attributed to the public sector), a foreign legal entity or another economic entity, incorporated in accordance with the legislation of a foreign state, which does not have the status of a legal entity, as

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well as subsidiaries of companies, incorporated in the EU Member States and other EEA states, having the representation offices in the Republic of Lithuania as well as groups of such entities.

An entity, which (in case of group of undertakings – any member of the group), is related with the performance of the Negotiated Procedure or preparation of the Project for implementation, which may result in violation of the principle of equality of suppliers

Commission

The Public Procurement Commission, performing the Negotiated Procedure, formed by the Order No. *[number]* of the head of the Public Subject of *[date]*

Negotiated Procedure

The procurement, performed in accordance with the Section Five of Chapter II of the Law on Public Procurement and these Conditions, aimed at selecting the Private Subject for implementation of the Project and the negotiations with the Participants in order to reach an agreement as regards the technical and financial conditions of the Offers, compliant with the requirements, provided by the Public Subject, on the basis of which the selected Participants shall provide their final Offers

Request

Any issue or request as regards explanation or clarification of the Conditions, relating to the Negotiated Procedure, provided by the Candidate or Participant to the Public Subject

Partnership Agreement

The Negotiated Procedure is aimed at concluding agreements between the Public Subject, Private Subject and the Participant as regards implementation of the Project by way of public-private partnership, as established by the Law on Investments.

Offer

The totality of the documents and data, provided by the Participant, offering to provide services and/or perform works in accordance with the Conditions, established by the Public Subject. The Offer consists of the Technical and Financial Offer.

Private Subject

The economic entity, incorporated by the Participant, which shall become a party to the Partnership Agreement and perform the activities, provided for in the Partnership Agreement and, which, at the moment of concluding the Partnership Agreement must:

- 1) Have the legal form of *[state the required form of the Project company]*; and
- 2) Be owned solely by the Participant (by 100 per cent of the shares (stock)); and

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- 3) Be intended only for performance of the activities, dedicated to implementation of the Project; and
- 4) Have no debts or other liabilities, not relating to performance of the Partnership Agreement; and
- 5) [*state other requirements, which shall be satisfied by the Project company; and*]
- 6) Be registered as a VAT payer.

Project

The Project, implemented by the Public Subject [*the name and most important characteristics / short description of the project*], the description of which is provided in Annex 2 to the Conditions

Conditions

The conditions of the Negotiated Procedure and their annexes, as well as any clarifications thereof and replies to the Candidates' or Participants' Requests

Technical Offer

The form, provided in Part A of Annex 11 to the Conditions, the suggestion as regards the technical conditions for implementation of the Project, provided together with the substantiating documents

Public Subject

[*Name, legal status, registration number and other legal requisites of the Public Subject*], which, according to [*state the legal basis, on which the Public Subject implements the Project by way of Public-Private Partnership*], is held a Public Subject in accordance with Part 17 of Article 2 of the Law on Investments. The Public Subject is also a contracting authority in accordance with Part 1 of Article 4 of the Law on Public Procurement.

Public-Private Partnership

The way of partnership between the public and private sectors, where the private subject, on the conditions, established by the public-private partnership agreement, invests into the area of activities, attributed to the functions of a public subject and the state owned or municipal property, necessary for performance of such activities and performs the activities in the areas, established by the Law on Investments, for which the private subject receives a remuneration from the public subject

Law on Public Procurement

The Law on Public Procurement of the Republic of Lithuania

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Annex 2 to the Conditions

TECHNICAL SPECIFICATIONS

[This Annex is filled according to the Project feasibility study by loading the prepared Technical Specifications.

In case the Project implementation includes contracting works, the Technical Specifications must provide technical requirements, establishing the data of products, materials and supplies, by using which it would be possible to describe the product, material or supply in the way, providing the possibility to identify the compliance of such product, material or supply with the needs of the Public Subject.

These data cover the environmental effect indicators, application of all requirements (including the possibility of use by persons with disabilities) and evaluation of their compliance, operational features, safety requirements or data, covering the quality assurance procedure, terminology, symbols, tests and testing methods, packing, marking and labelling, as well as production processes and methods. The data also cover the indications, relating to designing and calculation of the cost price, verifications, control and conditions of acceptance of working and construction methods or technologies, as well as all other technical conditions, which may be established by the Public Subject according to general or special regulations, relating with the finished works and materials or their composite parts.

The Technical Specifications must also state the data, needed for characterization of the services, necessary for implementation of the Project, such as quality level, environmental effect indicators, all requirements (including the possibility for use by persons with disabilities) and their conformity assessment, operational features, product consumption/use or the data, covering the requirements, applicable to the product, such as: the brand name, under which the product is sold, the terminology, symbols, tests and testing methods, packing, marking and labelling, user manuals, production processes and methods, as well as the conformity evaluation procedure.

Additionally, the annex may provide the analysis of the existing situation and a detailed description of the Project: the scope of transferred activities, the requirements for the transferred or newly created property and other information, important for definition of the purchased subject of the Project.]

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Annex 3 to the Conditions

PROVISION OF REQUESTS

Requests may be provided only by using the means of correspondence of the CPP IS. In order to provide a request, application or offer, one must register with the CPP IS. The description of the registration procedure is provided at: http://www.cvpp.lt/index.php?fileid=66&task=download&option=com_quickfaq&Itemid=71. The description of the request provision procedure is provided at: http://www.cvpp.lt/index.php?fileid=68&task=download&option=com_quickfaq&Itemid=71.

The Requests, relating with applications [*if applicable, also with performance of qualification based selection*] may be provided not later than [*number, no less than 6, recommended: 8-10*] days before the deadline for provision of applications.

The Requests as regards performance of the Negotiated Procedure may be provided not later than [*number*] days before the commencement of negotiations or [*number, no less than 6*] days before the deadline for provision of the Offer, or respectively, the final Offer, which shall be stated in the invitation to provide the Offer.

When providing Requests, the Candidate must state whether the Request contains any confidential information and, if so, which information shall be considered confidential. In case the Public Subject does not agree to hold the indicated information confidential, the Public Subject shall request to ground the confidentiality of such information. In case, in the Public Subject's opinion, the Candidate fails to substantiate the confidentiality of information, the Public Subject shall not provide any reply to such Request.

The Public Subject shall provide its reply to the Request via the means of correspondence of the CPP IS immediately, however not later than within 6 (six) days and not later than 6 (six) days before the expiry of the deadline for provision of offers, in case the Request is received at a sufficient time till the deadline for provision of the application, commencement of negotiations or provision of final Offer, respectively. In case the Public Subject needs a longer period of time for preparation of a comprehensive reply, the Candidates shall be notified on the exact deadlines for provision of replies not later than within 6 (six) days.

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**Annex 4 to the
Conditions**

QUALIFICATION REQUIREMENTS

The economic entity, participating in the competitive dialogue, must be compliant with the following general, economic and financial condition related, as well as technical and professional capacity requirements:

I. General requirement	Documentary proof of the requirement
<p>1.1. Mandatory qualification requirement /The head of the Candidate, which is a legal person, or another person, having the right to enter into agreements on behalf of the Candidate, the accountant or another person, having the right to draw and undersign the accounting documents of the Candidate, do not have a spent or unexpunged conviction and no judgment of the court for participation in, organization or leading of organized crime, bribery, corruption, fraudulent activities, use of a credit, loan or support not according to the purpose or the established procedure, failure to pay taxes, presentation of false data on the revenues, profit or assets, failure to provide a declaration, report or another document, acquisition or realization of property, obtained by way of crime, legalization of funds or property, obtained by way of crime was passed with regard to the supplier (the legal person) during the time period of the last five years and no judgement of the court for the crimes, defined in the legal acts of the European Union, listed in Part I of Article 45 of the Directive 2004/18/EC of the European Parliament and of the Council of 31 March, 2004 on the coordination of procedures on the award of public works contracts, public supply contracts and public service contracts has been passed./</p>	<p>The document, issued by the Information Technologies and Communications Department under the Ministry of Interior or by State Enterprise Centre of Registers, or documents, issued by the authorized foreign authority, evidencing that (i) the Candidate (ii) the head of the Candidate and other persons, acting on behalf of the Candidate, (iii) the accountant or another person, having the right to draw and undersign the accounting documents of the Candidate, have no unexpunged conviction for the criminal acts, stated in this Paragraph.</p> <p>In case such documents are not issued in the state of registration of the Candidate, or in case such documents do not cover all the issues, such documents may be replaced by:</p> <ul style="list-style-type: none"> (i) The corresponding declaration of oath, in case it is applicable in the state of registration of the Candidate; (ii) In case the declaration of oath is not applicable – the official declaration of the Candidate, which has been provided by the Candidate to a competent legal or administrative authority, a notary or a competent professional or trade organization in the state of its registration or in the state, from which the Candidate comes.

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Red – the information, which must be entered.

I. General requirement	Documentary proof of the requirement
	<p>The documents, listed in this Paragraph must be issued not earlier than 30 (thirty) days before the deadline for provision of applications, or their period of validity must include the said date.</p>
<p>1.2. Recommended qualification requirement / The Candidate is not bankrupt, liquidated, no reconciliation agreement has been concluded to the benefit of its creditors (the agreement with the creditors for continuation of the Candidate's activities, where the Candidate undertakes certain obligations and the creditors agree to postpone, reduce or refuse their requirements), the Candidate has not suspended or restricted its activities and its status is not similar according to the laws of the country, in which it is registered.</p>	<p>1) The document, issued by State Enterprise Centre of Registers or a corresponding institution of a foreign country, evidencing that the Candidate is not bankrupt, liquidated, its activities are not restricted, etc.</p> <p>In case such documents are not issued in the state of registration of the Candidate, or in case such documents do not cover all the issues, such documents may be replaced by:</p> <ul style="list-style-type: none"> (i) The corresponding declaration of oath, in case it is applicable in the state of registration of the Candidate; (ii) In case the declaration of oath is not applicable – the official declaration of the Candidate, which has been provided by the Candidate to a competent legal or administrative authority, a notary or a competent professional or trade organization in the state of its registration or in the state, from which the Candidate comes; or (iii) The Candidate's declaration of a free form. <p>2) The Candidate's declaration, filled according to the form, provided in Annex 8 to the Conditions.</p> <p>The documents, listed in this Paragraph must be issued not earlier than 30 (thirty) days before the deadline for provision of applications, or their period of</p>

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I. General requirement	Documentary proof of the requirement
	validity must include the said date.
<p>1.3. Recommended qualification requirement / No bankruptcy or restructuring case is commenced with regard to the Candidate, the Candidate is not the subject of extrajudicial proceedings for a declaration of bankruptcy, currently being under forced liquidation or reaching agreements with its creditors and no analogical procedures are being performed with regard to the Candidate according to the laws of the country, in which it is registered/.</p>	<p>1) In case the Candidate is a legal entity, registered in the Republic of Lithuania, no provision of documents, stated in this paragraph, shall be required. The information shall be verified in the information system of the State Enterprise Centre of Registers on the last day of the time period for provision of the application, stated in the announcement.</p> <p>In case the Candidate is a legal entity, registered in a foreign country, the Candidate shall provide the document, issued by the corresponding foreign country's authority, evidencing that the Candidate is not bankrupt, liquidated and no bankruptcy or restructuring case is commenced with regard to the Candidate, the Candidate is not the subject of extrajudicial proceedings for a declaration of bankruptcy, currently being under forced liquidation or reaching agreements with its creditors, or an excerpt from the court decision.</p> <p>In case such documents are not issued in the state of registration of the Candidate, or in case such documents do not cover all the issues, such documents may be replaced by:</p> <ul style="list-style-type: none"> (i) The corresponding declaration of oath, in case it is applicable in the state of registration of the Candidate; (ii) In case the declaration of oath is not applicable – the official declaration of the Candidate, which has been provided by the Candidate to a competent legal or administrative authority, a notary or a competent professional or trade organization in the state of its registration or in the state, from which the Candidate comes; or

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Red – the information, which must be entered.

I. General requirement	Documentary proof of the requirement
	<p>(iii) The Candidate's declaration of a free form.</p> <p>2) The Candidate's declaration, filled according to the form, provided in Annex 8 to the Conditions.</p> <p>The documents, listed in this Paragraph must be issued not earlier than 30 (thirty) days before the deadline for provision of applications, or their period of validity must include the said date.</p>
<p>1.4. Recommended qualification requirement / The Candidate has no judgement of the court for criminal activities with regard to property, titles of ownership or property interests, intellectual or industrial property, economics or business procedures, financial systems, state service and public interests during the previous five years, with the exception of the acts, listed in paragraph 1.1 of the present table/.</p>	<p>The document, issued by the Information Technologies and Communications Department under the Ministry of Interior or by State Enterprise Centre of Registers, or documents, issued by the authorized foreign authority, evidencing that the Candidate has no unexpunged conviction for the criminal acts, stated in this Paragraph.</p> <p>In case such documents are not issued in the state of registration of the Candidate, or in case such documents do not cover all the issues, such documents may be replaced by:</p> <p>(i) The corresponding declaration of oath, in case it is applicable in the state of registration of the Candidate;</p> <p>(ii) In case the declaration of oath is not applicable – the official declaration of the Candidate, which has been provided by the Candidate to a competent legal or administrative authority, a notary or a competent professional or trade organization in the state of its registration or in the state, from which the Candidate comes.</p> <p>The documents, listed in this Paragraph must be issued not earlier than 30 (thirty) days before the deadline for provision of applications, or their period of</p>

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I. General requirement	Documentary proof of the requirement
	validity must include the said date.
<p>1.5. Recommended qualification requirement / The Candidate has not performed any serious professional violation.</p> <p>The concept of <i>"professional violation"</i> is comprehended as violation of professional ethics, where less than one year passes from the moment of recognition of the Candidate as failing to observe the norms of professional ethics or as a violation of legal acts, regulating competition, labour relations, occupational safety and health and environmental protection, for which the Candidate, who is a legal person, incurs economic sanctions, established by the applicable laws of the Republic of Lithuania, where less than one year passes from the moment of the decision, by which the sanction is imposed. In case the Candidate, who is a legal person, violates Article 5 of the Law on Competition of the Republic of Lithuania, such violation shall be considered a professional violation, in case less than 3 years pass from the moment of the decision to impose the economic sanction, established by the Law on Competition of the Republic of Lithuania/.</p>	<p>The Candidate's declaration, filled according to the form, provided in Annex 8 to the Conditions.</p>
<p>Recommended qualification requirement / The Candidate has performed all its obligations, pertaining to payment of taxes according to the requirements, applicable in the country, where the Candidate is registered or in the country, where the Public Subject is registered/.</p>	<p>The document, issued by the territorial state tax inspectorate of the State Tax Inspectorate under the Ministry of Finance of the Republic of Lithuania or by State Enterprise Centre of Registers according to the procedure, established by the Government of the Republic of Lithuania, evidencing the joint data, managed by the competent institutions or the document, issued by a competent state institution of the corresponding foreign country of registration of the Candidate, evidencing that the Candidate has performed all its obligations, pertaining to payment of taxes. The documents, listed in this Paragraph must be issued not earlier than 30 (thirty) days before the deadline for provision of applications, or their period of validity must include the said date.</p>

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I. General requirement	Documentary proof of the requirement
<p>1.6. Recommended qualification requirement / The Candidate has performed all its obligations, pertaining to payment of social security contributions according to the requirements, applicable in the country, where the Candidate is registered or in the country, where the Public Subject is registered/.</p>	<p>In case the Candidate is a legal entity, registered in the Republic of Lithuania, no provision of documents, stated in this paragraph, shall be required. The information shall be verified in the information system of the State Social Insurance Fund Board under the Ministry of Social Security and Labour on the last day of the time period for provision of the application, stated in the announcement.</p> <p>In case the Candidate is a legal entity, registered in a foreign country, the Candidate shall provide the document, issued by the corresponding foreign country's authority, evidencing that the Candidate has performed all its obligations, pertaining to payment of social security contributions.</p> <p>The documents, listed in this Paragraph must be issued not earlier than 30 (thirty) days before the deadline for provision of applications, or their period of validity must include the said date.</p>
<p>1.7. Recommended qualification requirement in case the object of procurement is attributed to the category of special structures <i>If applicable / The Candidate must be assessed and have the right to perform the works on construction of special structures (group of structures: non-residential and/or residential buildings)/.</i></p>	<p>Duly confirmed copy of the qualification certificate (or equal document), issued by the Ministry of Environment of the Republic of Lithuania according to the established procedure or a copy of recognition certificate¹.</p>

II. The requirements regarding the economic and financial status ²	Documentary proof of the requirement
<p>2.1. Recommended qualification requirement, applicable to the specific object of Procurement / The volume of the</p>	<p>1) The list of contracts, performed during the time period of last 5 (five) years or during the time period since the date of</p>

¹ According to Order No. D1-601 of the Minister of Environment of the Republic of Lithuania of 10 November 2007 "On the approval of Constructions Technical Regulation STR 1.02.06:2007 "The description of the procedure for obtaining the right to receive the position of supervisor of principal areas of constructions technical activities and the procedure of assessment of territorial planning specialists" (Official Gazette Valstybes Žinios, 2007, No. 120-4945; 2008, No. 123-4708) and its amendments, the technical works of recognition of documents is performed by State Enterprise Statybos Produkcijos Sertifikavimo Centras (www.spsc.lt). A participant, registered in a foreign country, which has the right, according to the laws of the state, in which the participant is registered, to perform the assigned works, who wishes to perform such works on the territory of the Republic of Lithuania, must apply to State Enterprise Statybos Produkcijos Sertifikavimo Centras, stated in the legal acts of the Republic of Lithuania (the address - Linkmenų str. 28 LT-08217 Vilnius). The full documents handling procedure may take up to 52 days.

² The recommended requirements regarding the economic and financial status, as well as technical and professional capacity, in case works and services are procured, are provided below.

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<p>Candidate's average annual construction and installation works during the last 5 (five) years or during the time period since the date of registration (in case the Candidate has performed its activities for a time period shorter than 5 (five) years) must be no less than EUR [amount] million (w/o the VAT) (or in another currency)^{34/}</p>	<p>registration of the Candidate (in case the Candidate has performed its activities for a time period shorter than 5 (five) years), stating the name of the object, the customer and the volume of completed construction and installation works.</p> <p>The Contracting Authority reserves the right to require to provide the customers' references on the fact that the works have been performed in due quality (i.e. the objects are recognized suitable for use) and duly confirmed copies of certificates of objects' recognition suitable for use.⁵</p>
<p>2.2. Recommended qualification requirement, applicable to the specific object of Procurement The Candidate's net profit, during the last 3 (three) financial years or during the time period since the date of registration of the Candidate (in case the Candidate has performed its activities for a time period shorter than 3 (three) financial years) is positive. When calculating, each year's values throughout the specified period are added up/.</p>	<p>Duly confirmed copies of profit/loss statements for the last 3 (three) financial years or for the time period since the date of registration of the Candidate (in case the Candidate has performed its activities for a time period shorter than 3 (three) financial years).</p>
<p>2.3. Recommended qualification requirement, applicable to the specific object of Procurement The Candidate's critical liquidity coefficient (the relation of difference of current assets and reserves to the current liabilities) for the last financial year must be no less than 0.5. In case current liabilities are equal to 0, the Candidate is compliant with the established critical liquidity requirement/.</p>	<p>A duly confirmed copy of the balance statement for the last financial year or the document, issued by the corresponding authority of the country, in which the Candidate is registered.</p>
<p>2.4. Recommended qualification requirement, applicable to the specific object of Procurement The Candidates' average annual revenues from the administration and/or property management services during the last 3 (three) financial years or during the time period since the date of</p>	<p>The Candidate's reference on the revenues from the administration and/or property management services during the last 3 (three) financial years or during the time period since the date of registration of the Candidate (in case the Candidate has performed its activities for a time period</p>

³ In case the supplier plans to employ a Contractor for performing the works, the Contractor must be compliant with the requirement and provide the stated documents.

⁴ In case the data in the provided financial accounting documents or the documents, evidencing the performed contracts/works, are provided not in litas, but in another currency, the stated values shall be recalculated according to the exchange rate between litas and the currency, applicable as of the last of the documents' accounting period or performance of the contract.

⁵ The copies of the documents shall be confirmed by signature of the participant or its authorized person, stating "This is a true copy", and indicating the position, full name, date and seal (if available). The Contracting Authority reserves the right to request original copies of the documents.

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<p>registration of the Candidate (in case the Candidate has performed its activities for a time period shorter than 3 (three) financial years) must be no less than EUR [amount] million (w/o the VAT) (or in another currency)/.</p>	<p>shorter than 3 (three) financial years)</p>
<p>2.5. Recommended qualification requirement, applicable to the specific object of Procurement The Candidate must be financially capable to finance the Project. The total amount of financing, including the financial contribution to the Project by a commercial bank or another financial institution together with the Candidate's contribution must be no less than EUR [amount] million (or in another currency)/.</p>	<p>A letter by the commercial bank or another financial institution on the foreseen financing and / or the decision of the shareholders of the Candidate's company to assign the necessary funds or other proof of existence of funds.</p>

<p>III. The requirements regarding technical and professional capability²</p>	<p>Documentary proof of the requirement</p>
<p>3.1. Recommended qualification requirement, applicable to the specific object of Procurement / The Candidate must ensure that the works will be performed and the services will be provided by qualified specialists (no less than one specialist for each stated position, the same person may be assigned to several positions), having the following:</p> <p>1) Management experience in at least one similar completed (implemented) project, relating with creation of a special structure [the purpose of the structure];</p> <p>2) Management experience in at least one project, relating with administration of a special structure (no less than 3 years) [the purpose of the structure]/.</p>	<p>The list of qualified specialists, offered by the Candidate and descriptions of their activities, clearly stating that the specialists have experience in the corresponding areas, accompanied by duly confirmed copies of documentary proofs of the specialists' qualifications:</p> <p>1) Qualification certificate of the supervisor of construction of a special structure</p> <p>2) CV, the agreement on administration of an object of public purpose or an equal document, evidencing that the specialist, offered by the Candidate has no less than 3 years' management experience in administration of at least one object of special purpose [the purpose of the structure].</p>
<p>3.2. Recommended qualification requirement, applicable to the specific object of Procurement The Candidate must ensure that the works are going to be performed and the services are going to be provided by qualified construction supervisors (no less</p>	<p>The list of qualified specialists, offered by the Candidate and descriptions of their activities, clearly stating that the specialists have experience in the corresponding areas, accompanied by duly confirmed copies of documentary proofs</p>

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<p>than two persons) – specialists, assessed according to the corresponding procedure, having the right to hold the position of the supervisor of construction of a special structure. The construction supervisors must have no less than 3 (three) years experience in supervising constructions of buildings, attributed to the group of special structures/.</p>	<p>of the specialists' qualifications (diplomas, certificates, references and other documentary proofs of qualifications).</p>
<p>3.3. Recommended qualification requirement, applicable to the specific object of Procurement The Candidate must, within the time period of last 5 (five) years or since the day of registration (in case the Candidate performs activities for a time period shorter than 5 (five) years), have experience in implementation of a project of creation of at least one object of [the purpose of the structure] (its infrastructure) (the stated object of the public purpose must be already created and serve its purpose at the moment of provision of the Offer) and the value of such object's construction and installation works must be no less than EUR <i>[amount]</i> million (w/o the VAT)/.</p>	<p>The list of contracts, duly performed within the time period of last 5 (five) years or since the day of registration (in case the Candidate performs activities for a time period shorter than 5 (five) years) for creation of [the purpose of the structure] (its infrastructure) (in case of a foreign Candidate – equal) together with the customers' references on the fact that the works have been completed in due quality. The references must state the value of performed works, the date and location and the information whether the works were performed in line with the requirements of the applicable legal acts, regulating performance of works and were properly completed.</p>
<p>3.4. Recommended qualification requirement, applicable to the specific object of Procurement The Candidate must, within the time period of last 3 (three) financial years or since the day of registration (in case the Candidate performs activities for a time period shorter than 3 (three) financial years) have experience in implementation of at least one project of administration and / or management of property of the object [purpose of the structure] (its infrastructure) (the stated object of the purpose [purpose of the structure] must be already created at the moment of provision of the offer and serve its purpose and its property management services must be provided) and the annual volume of such object administration and / or property management services must be not smaller than EUR <i>[state the amount]</i> million (w/o the VAT)/.</p>	<p>The list of contracts, duly performed within the time period of last 3 (three) years or since the day of registration (in case the Candidate performs activities for a time period shorter than 3 (three) years) for administration and / or management of property of the object [the purpose of the structure] (its infrastructure) (in case of a foreign Candidate – equal) together with the customers' references on the fact that the services have been provided in due quality. The references must state the value of provided services, the date and location and the information whether the services were provided in line with the requirements of the applicable legal acts, regulating provision of such services and were properly provided.</p>

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<p>3.5. Recommended qualification requirement, applicable to the specific object of Procurement The Candidate must have the necessary technical capabilities and, during the performance of the procurement contract, apply specific environmental management measures, satisfying the following requirements:</p> <ul style="list-style-type: none"> - Ensuring the protection of flora and fauna at and around the construction site; - Prevention of leaks of any hazardous waste and dangerous chemical substances, able to damage the environment; - Reduction of the amount of waste, emerging at the construction site and the emitted noise; - Efficient use of electric energy and water/. 	<p>Duly confirmed copy of an environmental protection certificate (EMAS, ISO 14001 or equal) or an equal document. The Contracting Authority shall also accept other prove of adequate environmental protection management measures.</p>
<p>3.6. Recommended qualification requirement, applicable to the specific object of Procurement The Candidate must have a duly implemented quality management system/.</p>	<p>A duly confirmed copy of LST EN ISO 9001, LST EN ISO 9002, LST EN ISO 9003 or an equal standard quality certificate or document.</p>

The compliance with individual qualification requirements may also be proven by providing a reference on the Candidate's registration in the official list of confirmed suppliers. In that case it is not necessary to provide the document, provided when entering the Candidate on the list.

In case the Candidate, due to justifiable reasons, is not able to provide the stated documents, the Candidate may provide other documents or information, acceptable to the Public Subject, proving the compliance of the Candidate's qualification with the raised requirements. In that case it is recommended to apply to the Public Subject in advance as regards the acceptability of the documentary proof of qualifications.

The Candidate, wishing to participate in the Competitive Dialogue, must be compliant with all the above stated minimum qualification requirements and provide the documentary proof of qualification. In case the Candidate is a group of economic entities, each participant of such group must be compliant with the general requirements, paragraphs *[state the numbers of paragraphs]* of the requirements regarding the economic and financial status and paragraphs *[state the numbers of paragraphs]* of the requirements regarding the technical capabilities, other requirements must be satisfied by all the participants of the group of economic entities collectively *[if applicable with the exception of the requirements, stated in paragraphs [state the numbers of paragraphs] of the Requirements, which must be satisfied by each participant of the group individually]*.

In order to prove the compliance with the qualification requirements, established in *[the respective numbers of the table and requirements]*, the Candidate may refer to its sub-suppliers' or other economic entities' capacities. The subjects, whose qualifications the Candidate refers to, must be compliant with the above stated General Requirements. In that case the Candidate, together with the application to participate in the Competitive Dialogue, must provide the evidence that such subjects have, are able and undertake to provide to the Candidate the corresponding capacities for performance of the Partnership Agreement. In order to prove that, the Candidate must provide the

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preliminary construction, services or other corresponding contract, which must foresee sanctions for the subject providing the resources for non-observance of such contract. Such contract must be concluded not only for the benefit of the Candidate and the Private Subject, but also for the benefit of the Public Subject, establishing that any of the said subjects shall have the right to require performance of the obligations under the contract. Other prove also may be provided however it must be adequate and acceptable to the Public Subject.

The sub-suppliers, whose qualification is referred to by the Candidate, may be, during the implementation of the Project, replaced by other sub-suppliers only in the procedure, established in the Partnership Agreement and only by sub-suppliers, whose qualification is not lower than that of the replaced sub-supplier.

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**Annex 5 to the
Conditions**

APPLICATIONS EVALUATION PROCEDURE

After the Candidates provide their applications, their compliance with the qualification requirements according to the procedure, established in this Annex, shall be verified and the qualification based selection shall be performed by the Commission, in absence of the Candidates.

The Commission shall verify and evaluate the following:

- 1) Whether the Candidate has provided all documents and information, proving its qualification;
- 2) Whether the data and declarations, provided by the Candidate, are correct;
- 3) Whether the Candidate complies with the qualification requirements, foreseen in the Conditions.

In case, during the evaluation it appears that the qualification proving data, provided by the Candidate, are not clear or not comprehensive, the Public Subject shall request the Candidate to clarify the data within a reasonable time period. In case the Candidate fails to provide the requested clarification or in case the provided clarification is not acceptable to the Public Subject or the replies to at least one of the aforementioned evaluation questions are negative, such application shall be rejected by the Public Subject. In that case the Candidate shall not be allowed to participate in further Competitive Dialogue procedures.

During the qualification based selection the qualification of the Candidates, who are compliant with the qualification requirements, shall be compared and no less than *[number, 3-5]* and no more than *[number]* most qualified Candidates shall be selected to participate in the dialogue and provide their Solutions. The Candidates' qualification shall be compared in accordance with the criteria, provided in the table below:

No.	Qualification based selection criteria ⁶ (P)	Criteria importance factors or grades (L)
1.	<i>It is recommended to state a qualification criterion with a clear numeric value</i>	
2.	<i>It is recommended to state a qualification criterion with a clear numeric value</i>	
3.	<i>It is recommended to state a qualification criterion with a</i>	

⁶ A reference list of qualification based selection criteria is provided.

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	<i>clear numeric value</i>	
4.	<i>It is recommended to state a qualification criterion with a clear numeric value</i>	
The sum of factors / grades:		[100 / 1]

The relative value of each criterion shall be calculated according to the formula below. Afterwards the values shall be added up in order to obtain the overall evaluation of the Candidate's qualification. [Number] Candidates, who receive the highest general qualification evaluations, shall be invited to participate in the dialogue and provide their Solutions. In case several Candidates have the same average score, the Candidate, who has provided its application earlier, shall have the priority right to be invited.

Recommended formula:

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

Where:

i – the index of evaluated criterion;

K_i – the relative value of the evaluated criterion;

P_i – the specified value of the evaluated criterion of the Candidate, whose qualification criterion is evaluated;

P_{i max} – the maximum value of evaluated criteria, stated by all Candidates;

L_i – the importance factor (comparative weight) of the evaluated criterion.

The Candidates shall be notified on the results of verification of qualifications and the qualification based selection outright, but not later than within 3 (three) business days as of the moment of completion of verification procedures. The Public Subject shall state the reasons for rejection to the Candidates, whose applications are rejected.

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Annex 6 to the Conditions

(The Candidate's name, legal entity registration number and address of the headquarters)

[Name of the Public Subject]

[Contact data of the Public Subject: address, e-mail, telephone and fax numbers]

APPLICATION TO PARTICIPATE IN THE NEGOTIATED PROCEDURE

(Date) (No.)

(Location)

[name of the Project]

(Name of the Project)

Expressing our interest as regards the possibility to participate in *[name of the Project]*, herewith we state our wish to participate in the Negotiated Procedure for concluding a Public – Private Partnership Agreement, announced on *[date]* in the Official Journal of the European Union *[number]*, on *[date]* in the Information Supplement to “Official Gazette” (“Valstybės Žinios”), No. *[number]* and in the CPP IS, the number of procurement – *[the number of procurement]*.

For this purpose, herewith we provide the data on our qualifications.

General data⁷:

Name of the candidate

Legal entity registration number

VAT Payer's number

The address of the registered
headquarters

The address for correspondence

**Responsible person (the head or
his/her authorized person)⁸:**

⁷ In case the Candidate acts as a group of economic entities, the information must be provided with regard to all members of the group. Additionally, the principal member, authorized to represent the group of economic entities, must be specified.

⁸ In case of a group of economic entities, it is necessary to state only the person/persons, authorized to represent and act on behalf of the entire group.

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Position, full name _____

Contacts (address, e-mail, telephone number, etc.) _____

By providing this application, we state that we agree with all the conditions of this Negotiated Procedure, established in the Conditions and annexes thereof.

By this application we confirm that we are compliant with all the qualification requirements, stated in Annex 4 to the Conditions. In order to prove our compliance with each qualification requirement, we provide the following documents:

Qualification requirement⁹	The documentary proof of the qualification requirement¹⁰	<i>[Leave out this column in case the qualification based selection is performed The size of the qualification based selection criterion (if applicable to the specific requirement)]</i>

We confirm the fact that we will have access to the resources, necessary in order to ensure performance of the corresponding requirements by the sub-suppliers and other economic entities, by whose capacities we prove our compliance with the qualification requirements to the extent such resources are necessary in order to implement the Partnership Agreement, by providing the following data:

The qualification requirement, the compliance with which is proven by sub-suppliers' or other	The name, registration number, address and contact person of the economic entity, whose capacities are used for	The provided proof as regards the availability of the necessary resources¹¹

⁹ State the number of the qualification requirement according to Annex 4 to the Conditions.

¹⁰ List the documents, evidencing the Candidate's compliance with the requirement and the number of pages in the documents. In case the compliance with the requirement is based by the capacities of the members of the group of economic entity, the sub-suppliers or other economic entities, their names must be stated.

¹¹ Provide the agreements with economic entities as regards provision of the necessary resources and the proof that such subjects are able to provide such resources to the Candidate.

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economic entities' capacities	proving the compliance	

Apart from the documents, stated above, we accompany the application with the following:

1. The Candidate's Declaration (Annex 8 to the Conditions);
2. The Confidentiality Commitment;
3. *[State other provided documents – authorizations to represent the Candidate, the Joint Venture Agreement, etc.].*

Other important information on the Candidate's compliance with the qualification criteria:

We confirm that the data, provided in the application and in the accompanying documents are correct, the digital copies of the submitted documents and the provided data are true. We are aware that in case it appears that this representation is false, our application or Offer shall be rejected.

We state that the information, provided in the following parts of the application, must be treated as confidential:

- 1)
- 2)
- 3)
- 4)
- 5)

In case we do not specify the parts of the application, the information, provided in which, must be treated as confidential, the Public Subject shall have the right to disclose all the information, provided in the application.

 (Position of the Candidate or the person,
 authorized by the Candidate)

 (Signature)

 (Full name)

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**Annex 7 to
the
Conditions**

PROVISION OF THE APPLICATION

In order to express its will to participate in the Negotiated Procedure, performed by the Public Subject, the economic entity must fill in the form of application, provided in Annex 6 to the Conditions and provide it accompanied with the documents, listed below.

For the economic entities' convenience the checklist of documents is provided below:

Checklist of documents¹²

- 1. The document, proving the representative's authorizations;**
- 2. The document, issued by the Information Technologies and Communications Department under the Ministry of Interior or by State Enterprise Centre of Registers, or documents, issued by the authorized foreign authority, evidencing that (i) the economic entity (ii) the head of the economic entity and other persons, acting on behalf of the economic entity, (iii) the accountant or another person, having the right to draw and undersign the accounting documents of the economic entity, have no unexpunged conviction for the criminal acts, stated in Paragraph 1.1 of Annex 4 to the Conditions.**
The documents must be issued not earlier than 30 (thirty) days before the deadline for provision of applications, or their period of validity must include the said date;
- 3. The document, issued by State Enterprise Centre of Registers or a corresponding institution of a foreign country, evidencing that the economic entity is not bankrupt, liquidated and no bankruptcy or restructuring case is commenced with regard to the economic entity, the economic entity is not the subject of extrajudicial proceedings for a declaration of bankruptcy, currently being under forced liquidation or reaching agreements with its creditors, or similar proceedings are performed in regard to the economic entity according to the laws of the country, in which the economic entity is registered.**
The documents must be issued not earlier than 30 (thirty) days before the deadline for provision of applications, or their period of validity must include the said date;
- 4. The reference by the State Enterprise Centre of Registers or the tax administration authority or the documents, issued by an authorized institution of a foreign state, evidencing that the economic entity has performed its obligations,**

¹² The list of documents is provided in accordance with the recommendation qualification requirements, stated in Annex 4 to the Conditions

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relating to payment of taxes and social insurance contributions.

The documents must be issued not earlier than 30 (thirty) days before the deadline for provision of applications, or their period of validity must include the said date;

5. The Candidate's declaration, filled in according to the form, provided in Annex 8 to the Conditions;

6. The Confidentiality Commitment, filled in according to the form, provided in Annex 15 to the Conditions;

7. The Joint Venture Agreement (if applicable);

8. The Candidate's reference on the turnover of construction and installation works, performed during the time period of last 5 (five) years or during the time period as of the date of registration of the Candidate (in case the Candidate has performed its activities for a time period shorter than 5 (five) years);

9. The list of most important construction and installation works, performed during the time period of last 5 (five) years or during the time period as of the date of registration of the Candidate (in case the Candidate has performed its activities for a time period shorter than 5 (five) years), stating the name of the object, the customer and the price of performed construction and installation works;

10. Duly confirmed copies of profit/loss statement for the last 3 financial years or during the time period since the date of registration of the Candidate (in case the Candidate has performed its activities for a time period shorter than 3 (three) financial years);

11. Duly confirmed copy of the balance statement of the last year or the corresponding document of the country, in which the participant is registered;

12. The letter by the commercial bank or another financial institution on the foreseen financing and/or the decision of the shareholders or another authorized management body of the Candidate's company to allocate the necessary funds and the proof that the funds have been actually allocated;

13. Duly confirmed copy of the qualification certificate (or an equal document), issued according to the procedure, established by the Ministry of Environment of the Republic of Lithuania or the recognition reference;

14. Specialists' declarations;

15. Duly confirmed copy of the environmental protection system certificate (EMAS, ISO14001 or equal) or equal document;

Colour codes' explanations: *Blue – comments or explanations, which later will be deleted;*
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Red – the information, which must be entered.

16. Duly confirmed copy of LST EN ISO 9001, LST EN ISO 9002, LST EN ISO 9003 or equal quality management standard certificate or an equal document;

17. Other documents, which, in the opinion of the economic entity, may be useful when evaluating its compliance with the qualification requirements.

If, due to justifiable reasons, the economic entity is not able to provide the necessary documents, the economic entity may provide other documents or information, confirming that its qualification is compliant with the raised requirements. It is recommended to coordinate the acceptability of such documents or information with the Public Subject in advance.

All documents must be provided in the Lithuanian language [*if applicable* or [*alternative language*]]. Additionally, it can be stated that certain documents may be provided in the English language (for instance, certificates). In case the documents are provided [*if only the Lithuanian language is permitted in a foreign / if more languages are permitted in another*] language, the documents must be translated into the Lithuanian [*if applicable* or [*alternative language*]] language. The authenticity of the translation must be confirmed by the signature of the translator or the person, authorized by the economic entity and by the seal, if available.

The provided application and other documents of the economic entity must be undersigned by the person, authorized by the economic entity. The documents, issued by other institutions or persons, must be undersigned by the issuing person or by the representative of the respective institution.

THE APPLICATION, TOGETHER WITH THE ATTACHED DOCUMENTS, IS PROVIDED VIA THE MEANS OF THE CPP IS, BY PROVIDING THEM IN THE NON-EDITED ELECTRONIC FORM. THE APPLICATION MUST BE SIGNED BY A SECURE ELECTRONIC SIGNATURE, USED FOR CONFIRMING THE ENTIRE APPLICATION. IT IS NOT REQUIRED TO SIGN EACH DOCUMENT SEPARATELY, WITH THE EXCEPTION OF THE CANDIDATE'S DECLARATION, IN CASE IT IS SIGNED BY ANOTHER PERSON, THAN THE ONE SIGNING THE APPLICATION. BY PROVIDING SUCH SIGNED DOCUMENTS, IT IS DECLARED THAT THE PROVIDED DIGITAL COPIES ARE TRUE. THE PUBLIC SUBJECT SHALL HAVE THE RIGHT TO REQUEST TO PROVIDE ORIGINALS OR DULY CONFIRMED COPIES OF THE DOCUMENTS.

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Annex 8 to the Conditions

(The Candidate's name, legal entity registration number and address of the headquarters)

[Name of the Public Subject]

[Contact data of the Public Subject: address, e-mail, telephone and fax numbers]

THE CANDIDATE'S DECLARATION

(Date) (No.)

(Place)

[Name of the Project]

(Name of the Project)

By providing this declaration the Candidate represents and guarantees that the Candidate:

- Has not concluded a reconciliation agreement to the benefit of its creditors, is not suspended or has restricted its activities;
- Does not reach a forced liquidation procedure or a reconciliation agreement to the benefit of its creditors;
- Is not under restructuring;
- Has not performed any severe professional violation (a violation of professional ethics, where less than one year passes from the moment of recognition of the Candidate as failing to observe the norms of professional ethics or a violation of legal acts, regulating competition, labour relations, occupational safety and health and environmental protection, for which the Candidate, who is a legal person, incurs economic sanctions, established by the applicable laws of the Republic of Lithuania, where less than one year passes from the moment of the decision, by which the sanction is imposed, or a violation of Article 5 of the Law on Competition of the Republic of Lithuania, in case less than 3 years pass from the moment of the decision to impose the economic sanction, established by the Law on Competition of the Republic of Lithuania);
- Does not participate in preparation of this public procurement or preparation of the Project for implementation and thus, the principle of equality of suppliers shall not be violated.

NOTE: In case a group of economic entities participates in the public procurement, each member of the group must fill in the declaration.

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The Candidate is aware that in case this declaration is false, its application or offer shall be rejected referring to Paragraph 1 of Part 2 of Article 39 of the Law on Public Procurement of the Republic of Lithuania.

The Candidate also represents and guarantees that the Candidate is aware that it shall be liable for correctness of the information, provided in the declaration, in the procedure, established by the applicable laws.

(Position of the Candidate or its authorized
person)

(Signature)

(Full name)

NOTE: In case a group of economic entities participates in the public procurement, each member of the group must fill in the declaration.

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Annex 9 to the Conditions

OFFERS EVALUATION PROCEDURE AND CRITERIA

I. EVALUATION OF THE OFFER

The Offer, provided by the Participant, shall be evaluated by the Commission in accordance with the procedure and criteria, stated in this Annex. The evaluation procedures shall be performed in absence of the Participants.

II. VERIFICATION AND EVALUATION OF THE OFFER

The Commission shall verify whether:

- (i) The Offer has been provided for implementation of the Project in full required volume;
- (ii) The Prices, offered by all Participants, whose Offers were not rejected due to other reasons, are not too big and are acceptable to the Public Subject;
- (iii) No unusually low Price was stated, otherwise the Participant shall substantiate such unusually low Price within the prescribed time period;
- (iv) The Candidate provides only one Offer and no alternative Offers are provided;
- (v) The Offer is compliant with the requirements, established in the Conditions;
- (vi) The Offer's validity period is not shorter than required;
- (vii) The provided Financial Activity Model is properly substantiated;
- (viii) The adequate Offer security is provided;
- (ix) The Offer is free from arithmetical Price calculation errors, otherwise the Participant shall correct such errors within the prescribed time period;
- (x) The Offer is not poorer than the Solution (or parts thereof), provided by the Candidate and the agreements, reached between the authorized executor of the public procurement and the Participant, who has provided the Offer.

In case it is established that the Participant or its Offer fails to satisfy at least one of the aforementioned criteria and, in the cases, stated above, when the Participant does not rectify the deficiencies of the Offer within the time period, established by the authorized executor of the public procurement, the Public Subject shall reject the Offer.

If requested by the Participant, the Public Subject shall state the reasons for rejection of the Offer.

III. EVALUATION CRITERIA

Colour codes' explanations: *Blue – comments or explanations, which later will be deleted;*
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After establishing that the Participants' Offers are compliant with the requirements above stated, the Public Subject shall evaluate them referring to the most economically efficient Offer criterion:

No.	Evaluation criteria	Possible score	Comparative weight in the evaluation of economic efficiency
1.	Price (P)		X = 50
2.	Technical criteria (K)		Y = 50
2.1.	Technical efficiency of the Property (K ₁)		Y₁ = 30
2.1.1.	<i>Functionality (K₁₁)</i>	<i>L₁₁ - 100</i>	<i>Y₁₁=15</i>
2.1.2.	<i>Fitness (K₁₂)</i>	<i>L₁₂ - 100</i>	<i>Y₁₂=10</i>
2.1.3.	<i>Quality (K₁₃)</i>	<i>L₁₃ - 100</i>	<i>Y₁₃=5</i>
2.2.	Property operation and maintenance efficiency (K ₂)		Y₂ = 20
2.2.1.	<i>Services (K₂₁)</i>	<i>L₂₁ - 100</i>	<i>Y₂₁=10</i>
2.2.2.	<i>Functionality (K₂₂)</i>	<i>L₂₂ - 100</i>	<i>Y₂₂=6</i>
2.2.3.	<i>Management (K₂₃)</i>	<i>L₂₃ - 100</i>	<i>Y₂₃=4</i>
Total:			100

The Public Subject shall perform the evaluation of the Technical Offers, compliant with the Procurement Conditions, referring to the Offers' economic efficiency technical criteria (K), provided in Part III of this Annex to the Conditions and according to the technical criteria evaluation procedure, established in this section. The Public Subject shall immediately notify all Participants and/or Candidates concerned on the results of evaluation of Technical Offers.

The Offer's economic efficiency (S) shall be calculated by adding up the scores of the Price (P) and other criteria (T):

$$S=P+T$$

The Price (P) score shall be calculated by multiplying the ratio of the lowest offered price (P_{min}) and the price of the evaluated offer (P_p) by the comparative weight of the price (X):

$$P = \frac{P_{\min}}{P_p} \cdot X$$

Where the criteria score (T) shall be calculated by adding up the scores of individual criteria (T_i):

$$T = \sum_i T_i$$

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The scores of individual criteria (T_i) shall be calculated by multiplying the total sum of the criterion's parameters (S_s) by the comparative weight of the evaluated criterion (L_i):

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

IV. DESCRIPTION OF THE EVALUATION CRITERIA

The financial evaluation of Offers shall cover the evaluation of the Price, i.e. the total sum of all payments to the Private Subject according to the nominal (indexed) value referring to the Participant's Financial Activity Model during the time period of validity of the Partnership Agreement.

The Public Subject shall evaluate the Price, offered by the Participant in *[state the currency]*. In case the Price is stated in a foreign currency, the Public Subject shall recalculate the price in *[state the currency]* according to the official exchange rate of the *[state the currency]* and that foreign currency, established and announced by the Central Bank of the Republic of Lithuania on the last day of the time period for provision of Offers.

1. Technical criteria (K)

1.1 Technical efficiency of the property (K₁)

- Functionality: *[state the aspects, which shall be evaluated and taken into consideration];*
- Fitness: *[state the aspects, which shall be evaluated and taken into consideration];*
- Quality: *[state the aspects, which shall be evaluated and taken into consideration].*

1.2 Property operation and maintenance efficiency (K₂)

- Services: *[state the aspects, which shall be evaluated and taken into consideration];*
- Functionality: *[state the aspects, which shall be evaluated and taken into consideration];*
- Management: *[state the aspects, which shall be evaluated and taken into consideration].*

Note: the Participants' Offers according to the evaluation criteria K_i shall be evaluated by experts.

V. RANKING OF OFFERS

The Public Subject, upon evaluating the Offer according to the procedure and criteria of verification and evaluation of the Offers' Technical and Financial parts, provided in Parts I-II of this Annex to the Conditions, shall rank the Offers in the reducing order according to the economic efficiency. In case several Participants display the same economic efficiency, when ranking Offers, the Participant whose Offer was provided earlier, will have the priority. The Participants shall be notified on the results of evaluation, the ranking of Offers and the decision to conclude the Partnership Agreement not later than within 5 business days as of the date of completion of evaluation.

The Participant, who provides the most economically efficient Offer, shall be invited to conclude the Partnership Agreement with the Public Subject.

Colour codes' explanations: *Blue – comments or explanations, which later will be deleted;*
Green – alternative provisions, which may not be modified;
Red – the information, which must be entered.

In case only one Participant participates in the Competitive Dialogue, and that Participant's Offer complies with the requirements, raised to the Offer, the Participant shall be considered the winner and no evaluation of its Offer according to the most economically efficient offer criterion shall be performed.

If requested by the Participant, the Public Subject shall provide the characteristics and relative advantages of the winner Offer, due to which the Offer was considered the best, as well as the name of the Participant, who has provided the Offer, with the exception of the confidential information, stated by the winner Participant.

Colour codes' explanations: *Blue – comments or explanations, which later will be deleted;*
Green – alternative provisions, which may not be modified;
Red – the information, which must be entered.

Annex 10 to the Conditions

PROVISION OF THE OFFER

The Technical and Financial Offers must be provided in the Lithuanian [*if applicable or in alternative language*]. In case the documents are provided [*if only the Lithuanian language is permitted in a foreign / if more languages are permitted in another*] language, the documents must be translated into the Lithuanian [*if applicable or alternative language*] language. The authenticity of the translation must be confirmed by the translator or the person, authorized by the economic entity.

The Technical and Financial Offers, as well as other provided documents must be signed by the person, authorized by the Candidate, accompanied with the documents, proving that person's right to sign documents on behalf of the Candidate, in case the Technical and Financial Offers are signed by a different person than the one who has signed the application. The documents, issued by other institutions or persons, must be undersigned by the issuing person or by the representative of the respective institution.

The Offer, together with the attached documents, shall be provided only by means of CPP IS, by providing them in an unedited electronic form. The description of the Offer provision procedure is provided at:
http://www.cvpp.lt/index.php?fileid=68&task=download&option=com_quickfaq&Itemid=71.

The Offer must be signed by a secure electronic signature, confirming the entire Offer. It is not required to sign each document separately. When providing such signed documents, it is declared that the provided digital copies are true. The Public Subject has the right to request to provide originals or duly confirmed copies of the documents (confirmed by the personal signature of the head of the Candidate or another authorized person and, if available, by seal, stating the date, full name and position or by the authorized Public Subject, according to the procedure, established by the legal acts of the Candidate's country of origin).

[In case the original copy of the Offer security is required The Public Subject must be provided the original copy of the Offer security [in case the deposit is applicable or the document, evidencing the payment of the deposit] to the address [address]] before the expiry of the deadline for submission of Offers, in a sealed envelope, stating the name of the Project, the name of the Candidate and the fact that the envelope contains the Offer security.]

[If a digital copy of the Offer security is required The Public Subject must be provided the digital copy of the Offer security [in case the deposit is applicable or the document, evidencing the payment of the deposit] before the expiry of the deadline for submission of Offers. The digital copy of the Offer security must be undersigned by the issuing subject [if applicable (the copy of the document, evidencing the payment of the deposit may also be signed by the person, authorized by the Candidate)], by a secure electronic signature and provided by means of the CPP IS].

Before providing the Offer security, the Candidates may apply to the Public Subject as regards verification of its eligibility. The reply shall be provided by the means of CPP IS, not later than within 3 (three) business days as of the moment of receipt of the request.]

(The Participant's name, legal entity registration number, address of the headquarters)

[Name of the Public Subject]

[Contact data of the Public Subject: address, e-mail, telephone and fax numbers]

TECHNICAL OFFER

(Initial/final)

(Date) (No.)

(Location)

[Name of the Project]

(Name of the Project)

Name of the Participant¹³

Legal entity registration number

The VAT Payer's number

Address of the registered headquarters

Address for correspondence

By providing this Technical Offer we represent and guarantee that we have got thoroughly familiarized with the Conditions of the Negotiated Procedure, announced on *[date]* in the Official Journal of the European Union *[number]*, on *[date]* in the Information Supplement to "Official Gazette" ("Valstybės Žinios"), No. *[number]* and in the CPP IS, the number of procurement – *[number of procurement]* and with other provided documents and that we are certain as regards the comprehensiveness and clarity of the information, necessary to be provided together with the Offer.

We provide the following suggestions for implementation of the Project:

¹³ In case the Participant is a group of economic entities, the information must be provided with regard to all the members of the group. Additionally, the principal member, authorized to represent the group, must be stated.

Project implementation conditions and requirements	Suggestions
<i>[State the Project conditions and requirements, for which the Participant must provide its suggestions]</i>	
<i>[State the Project conditions and requirements, for which the Participant must provide its suggestions]</i>	
Other suggestions, important for implementation of the Project, in the Participant's opinion	

We suggest the following phases for implementation of the Partnership Agreement:

Phase	Phase completion deadline	Description of the phase

We shall employ the following sub-suppliers for implementation of the Partnership Agreement:

Name of the sub-supplier	The part of the Partnership Agreement, for which the sub-supplier is employed	The data, evidencing the sub-supplier's capacities to implement the assigned part of the Partnership Agreement

[If applicable We provide our suggestions as regards the draft of the Partnership Agreement, both new and furnished before the submission of this Technical Offer, as well as explanations to the said

suggestions, in the text of the draft of the Partnership Agreement with the highlighted changes, which we attach to the Technical Offer.]

By providing this Technical Offer, we represent and guarantee that our works and services are compliant with the requirements, established in the procurement documents and the applicable legal acts of the Republic of Lithuania and that the digital copies of documents and data, furnished together with the Offer, are true.

[If applicable For assurance of validity of our Offer we provide:

_____ (the way, size, documents and guarantor of the Offer security)

The Offer is valid till: _____

No.	Name of attached document	Number of pages in the document
1.	[If applicable Offer security]	
2.	[If applicable the draft of the Partnership Agreement with the suggestions, clarifications and explanations (provided in the text of the Partnership Agreement, clearly specifying them as such or by using the “track changes” or analogical function in the “word” text editor)]	
3.	[Other documents]	
4.		
5.		

(Position of the Participant or its authorized person)

(Signature)

(Full name)

(The Participant’s name, legal entity registration number, address of the headquarters)

[Name of the Public Subject]

[Contact data of the Public Subject: address, e-mail, telephone and fax numbers]

FINANCIAL OFFER

(Initial/final)

(Date) (No.)

(Location)

[Name of the Project]

(Name of the Project)

By this Financial Offer we represent and guarantee that we have got thoroughly familiarized with the Conditions of the Negotiated Procedure, announced on *[date]* in the Official Journal of the European Union *[number]*, on *[date]* in the Information Supplement to “Official Gazette” (“Valstybės Žinios”), No. *[number]* and in the CPP IS, the number of procurement – *[number of procurement]* and with other provided documents and that we are certain as regards the comprehensiveness and clarity of the information, necessary to be provided together with the Offer. We confirm that we have evaluated our financial resources, the Project’s cost-efficiency and have drafted a properly substantiated Financial Activity Model.

We offer the following Price:

No.		Price w/o the VAT	Price w. the VAT
1.	The price of the Offer (for the entire time period of the Partnership Agreement)		

The Price payment structure:

Part of the payment ¹⁴	Measurement unit	Year				
		1	2	...	N-1	N ¹⁵
[State the parts of the payment]	[Unit of measurement]					
[State the parts of the payment]	[Unit of measurement]					
[State the parts of the payment]	[Unit of measurement]					
Total¹⁶:						

The Price includes all our expenses and applicable taxes.

As a composite part of the Financial Offer, we attach the Financial Activity Model, prepared according to the form provided in Annex 16 to the Conditions, in which we financially (economically) substantiate the aims of our investment, provide the evaluation of the return on investment and other efficiency indicators. Additionally, we state and substantiate the funds, necessary for implementation of the Partnership Agreement, the sources and conditions of financing.

This Financial Offer shall remain in effect till the expiry of the Technical Offer.

No.	Name of attached document	Number of pages in the document
1.	Financial Activity Model (and the substantiating documents)	
2.	[Leave out if a Construction Contract shall be concluded the annex to the Offer as regards the Construction Contract]	
3.		
4.		
5.		

(Position of the Participant or its authorized

(Signature)

(Full name)

¹⁴ The parts of the payment are taken from the results of the calculation for the Financial Activity Plan [state the exact part of the plan].

¹⁵ The last period of the Partnership Agreement (years).

¹⁶ The total added amount of the payment parts within the payment structure throughout the time period of validity of the Partnership Agreement must be equal to the Price of the Offer.

person)

[To be attached if the Construction Contract shall be concluded.]

ANNEX TO THE OFFER NO. 1

Name	Paragraph	Data
Name and address of the customer	1.1.2.2 and 1.3	<i>[all the necessary legal requisites of the Public Subject]</i>
Name and address of the contractor	1.1.2.3 and 1.3	<i>[all the necessary legal requisites of the Private Subject]</i>
Engineer	1.1.2.4. and 1.3.	<i>[all the necessary legal requisites of the Engineer, if available]</i>
Commencement of works	1.1.3.2	<i>[The time of commencement of works]</i>
Completion of works	1.1.3.3	<i>[The deadline for completion of works]</i>
Means of electronic communications	1.3	Customer: <i>[legal requisites]</i> Contractor: <i>[legal requisites]</i> Engineer: <i>[legal requisites, if available]</i>
Applicable law	1.4	The legislation of the Republic of Lithuania
Principal language	1.4	Lithuanian
Communication language	1.4	Lithuanian <i>[English or another language may also be specified]</i>
The time period of the right to use the Construction Site	2.1	Within <i>[the time period]</i> as of the date of conclusion of the Partnership Agreement
The amount of the contract performance security	4.2	<i>[state the % or the amount]</i> of the accepted Partnership Agreement, stated in the Letter of Acceptance

<i>[Left in case of concluding of a Construction Contract according to the yellow FIDIC The time period for notifications on the errors, deficiencies and shortcomings, not foreseen in the Customer's requirements</i>	5.1	<i>[number] of days.]</i>
Usual business hours	6.5	According to the applicable laws
The compensation/interest due to delays in Works	8.7 and 14.15 (b)	<i>[state the percentage or the amount] of the Price of the Partnership Agreement per day</i>
The agreed largest amount of the compensation/interest due to a delay	8.7	<i>[number] % of the Price of the Partnership Agreement</i>
<i>[In case of payments according to the Construction Contract and if a reserve is foreseen: The percentage of established reserve amounts payable]</i>	13.5 (b)	<i>[number] %]</i>
<i>[The conditions as regards Paragraph 14.2 shall be left in case of advance payment according to the Construction Contract:</i> Full advance payment	14.2	<i>[number] % of the amount of the accepted Partnership Agreement, however not more than [state the number].]</i>
Currency	14.2	Litas (LTL)
Insurance provision deadlines:		
(a) For evidencing the insurance	18.1	<i>[number] calendar days</i>
(b) For necessary policies	18.1	<i>[number] calendar days</i>
The smallest amount of third party civil liability insurance	18.3	<i>[amount] LTL</i>

Full name, position and signature of the person, signing the Offer:

[Name of the Public Subject]

[Contact data of the Public Subject: address, e-mail, telephone and fax numbers]

OFFER SECURITY (Guarantee)

(Date) (No.)

(Location)

The Customer, *[state the name of the Candidate; the legal entity registration number, the address; in case of a group of economic entities, list all full names of the members, stating the responsible member or state that the Candidate provides its offer on behalf of a joint venture, stating the date and number of the joint venture agreement]*, has provided its offer to participate in the tender for *[name of the procurement]*.

[Name of the Guarantor, legal entity registration number], represented by *[name of the branch] branch,* *[address]*, (hereinafter referred to as the Guarantor), on the conditions, established in this Guarantee, shall irrevocably pay to *[name of the Public Subject]* (hereinafter referred to as the Guarantee recipient) not more than *[the amount in numbers]*, (*[the amount in words and the name of the currency]*), upon receiving the first written payment request from the Guarantee Recipient (the original copy), stating the Guarantee No. *[state the Guarantee number]*. The Guarantee Recipient does not have to substantiate its request, however, in its letter must state that the requested amount is payable according to one or several of the conditions, listed below:

1. The Customer withdraws or modifies its final offer during its validity period, upon the expiry of the final offers submission deadline.

2. The Customer, upon winning the tender:

2.1. Does not sign the agreement within the time period, established by the Guarantee Recipient;

2.2. Does not provide the obligations security within the time period, established by the Guarantee Recipient.

This obligation is obligatory to the Guarantor and its successors and is confirmed by the Guarantor's seal *[the date of issuance of the Guarantee]*.

The Guarantor is obliged only to the Guarantee Recipient therefore the Guarantee is not subject to any pledge or transfer.

This Guarantee shall remain in effect till *[the date of expiry of the Guarantee, not earlier than the date of expiry of the Offer]*.

All Guarantor's obligations to the Guarantee Recipient under this Guarantee shall expire in the following cases:

1. The Guarantor does not receive the Guarantee Recipient's written payment request (the original copy) till the last day of validity of the Guarantee to the address above stated;

2. The original copy of the Guarantee is returned to the Guarantor, bearing the postscript that:

2.1. The Guarantee Recipient has refused its rights under the Guarantee; or

2.2. The Customer has implemented its obligations, foreseen under the Guarantee.

Any Guarantee Recipient's requirements to pay shall not be satisfied in case they are received to the aforementioned address of the Guarantor upon expiry of the Guarantee period.

This Guarantee is governed by the legislation of the Republic of Lithuania. Any disputes between the Parties shall be resolved in the procedure, established by the substantive laws of the Republic of Lithuania.

Seal

(Position of the authorized person)

(Signature)

(Full name)

[Name of the Public Subject]

[Contact data of the Public Subject: address, e-mail, telephone and fax numbers]

OFFER SECURITY (Letter of Indemnity)

(Date) (No.)

(Location)

This Letter of Indemnity is valid only together with the Insurance Contract No. *[the number of the Insurance Contract]*.

By this Letter of Indemnity the Customer *[state the name of the Candidate; the legal entity registration number, the address; in case of a group of economic entities, list all full names of the members, stating the responsible member or state that the Candidate provides its offer on behalf of a joint venture, stating the date and number of the joint venture agreement]* and the Guarantor *[the Guarantor's name, legal status and address]*, (hereinafter referred to as the Guarantor), irrevocably undertake to pay to *[the name of the Public Subject]* (hereinafter referred to as the Guarantee Recipient) *[the amount of indemnity in numbers]* (*[the amount of indemnity in words and the name of the currency]*).

WHEREAS the Customer, when participating in the procurement tender *[name of the tender and number of the procurement]*, arranged by the Public Subject, has provided a written offer (hereinafter referred to as the Offer) to the Public Subject,

THE FOLLOWING CONDITIONS ARE ESTABLISHED FOR THIS LETTER OF INDEMNITY:

In case the Customer withdraws or modifies the Offer during its time period of validity, upon the expiry of the time period for submission of Offers; or

In case the Public Subject notifies on the winning of the Customer's Offer during the time period of validity of the Offer and the Customer refuses to sign the Agreement or does not sign it within the time period, prescribed by the Public Subject; and/or

In case the Customer does not provide the Obligations Security within the time period, established by the Public Subject,

The Guarantor, upon receiving the first written request by the Public Subject to do so, shall immediately pay to the Public Subject the amount above mentioned. The Public Subject does not have to substantiate its request, however the Public Subject must state that the requirement arises from any of the above events, stating that specific event/events.

The Guarantor's obligations shall remain in effect inclusively till *[the date of expiry, no earlier than the date of expiry of the Offer]*.

The Public Subject shall provide the payment request to the Guarantor not later than within three months as of the date of expiry of the time period of the Guarantor's obligations.

Guarantor:

Seal _____
(Position of the authorized person) _____
(Signature) _____
(Full name)

[Name of the Public Subject]

[Contact data of the Public Subject: address, e-mail, telephone and fax numbers]

**OBLIGATIONS PERFORMANCE SECURITY
(Guarantee)**

(Date) (No.)

(Location)

The performance of the obligations of the Customer [*the name, registration number and address of the Private Subject*] according to the Agreement No. [*number*] (hereinafter referred to as the Agreement) for [*object of procurement*], planned to be concluded with the [*name of the Public Subject*] (hereinafter referred to as the Guarantee Recipient), must be ensured by the guarantee of performance of the obligations [*state the guaranteed obligations*].

[*The name and registration number of the Guarantor*] [, represented by [*name of the branch*] branch,] [*address*] (hereinafter referred to as the Guarantor), on the conditions, established in this Guarantee, shall irrevocably pay to the Guarantee Recipient not more than [*the amount in numbers*], ([*the amount in words, name of the currency*]), upon receiving the first written request by the Guarantor to do so (the original copy), stating the Guarantee No. [*state the number of the guarantee*], evidencing that the Customer has not performed or improperly performed its obligations under the Agreement, stating the specific obligations, which were not performed or performed improperly.

This obligation is binding on the Guarantor and its successors and is confirmed by the Guarantor's seal [*the date of issuance of the Guarantee*].

The Guarantor is obliged only to the Guarantee Recipient therefore the Guarantee is not subject to any pledge or transfer.

This Guarantee shall enter into effect upon signing the Agreement.

This Guarantee shall remain in effect till [*the date of expiry of the Guarantee*].

All Guarantor's obligations under this Guarantee shall expire in the following cases:

1. The Guarantor does not receive the Guarantee Recipient's written payment request (the original copy) till the last day of validity of the Guarantee to the address above stated;

2. The original copy of the Guarantee is returned to the Guarantor, bearing the postscript that:

2.1. The Guarantee Recipient has refused its rights under the Guarantee; or

2.2. The Customer has implemented its obligations, foreseen under the Guarantee.

Any Guarantee Recipient's requirements to pay shall not be satisfied in case they are received to the aforementioned address of the Guarantor upon expiry of the Guarantee period.

This Guarantee is governed by the legislation of the Republic of Lithuania. Any disputes between the Parties shall be resolved in the procedure, established by the substantive laws of the Republic of Lithuania.

Seal

(Position of the authorized person) (Signature)

(Full name)

(Position of the authorized person) (Signature)

(Full name)

[Name of the Public Subject]

[Contact data of the Public Subject: address, e-mail, telephone and fax numbers]

**OBLIGATIONS PERFORMANCE SECURITY
(Letter of Indemnity)**

(Date) (No.)

(Location)

This Letter of Indemnity is valid only together with the Insurance Contract No. *[the number of the Insurance Contract]*.

The performance of the obligations of the Customer *[the name, registration number and address of the Private Subject]* according to the Agreement No. *[number]* (hereinafter referred to as the Agreement) for *[object of procurement]*, planned to be concluded with the *[name of the Public Subject]* (hereinafter referred to as the Public Subject), must be ensured by the Letter of Indemnity for performance of the obligations.

By this Letter of Indemnity the Customer and the Guarantor *[the Guarantor's name, legal status and address]*, (hereinafter referred to as the Guarantor), irrevocably undertake to pay to the Public Subject *[the amount of indemnity in numbers]* (*[the amount of indemnity in words, the currency]*).

WHEREAS the Public Subject has concluded the Agreement with the Customer,

THE FOLLOWING CONDITIONS ARE ESTABLISHED FOR THIS LETTER OF INDEMNITY:

In case the Customer does not perform or improperly performs its obligations,

The Guarantor, upon receiving the first written request by the Public Subject to do so, shall immediately pay to the Public Subject the amount above mentioned. The Public Subject does not have to substantiate its request however the Public Subject must state the obligations, which have not been performed or were performed improperly.

This Letter of Indemnity shall enter into effect upon signing the Agreement.

The Guarantor's obligations shall remain in effect inclusively till *[the date of expiry]*. The validity of this Letter of Indemnity may be prolonged by the Customer's request.

The Public Subject shall provide the payment request to the Guarantor not later than within three months as of the date of expiry of the time period of the Guarantor's obligations.

Guarantor:

Seal _____
(Position of the authorized person) (Signature) (Full name)

DRAFT PARTNERSHIP AGREEMENT

[Attach the draft of the Partnership Agreement.]

DISPUTES SETTLEMENT PROCEDURE

In case the economic entity is of the opinion that the Public Subject fails to observe the requirements, provided in the Law on Public Procurement and thus violates or may violate the legal interests of the economic entity,

The economic entity may provide to the Public Subject the claim as regards the actions or decisions taken by the Public Subject, which, in the opinion of the economic entity, violate its legal interests. Such provision of the claim is a mandatory pre-trial phase of examination of the dispute.

The claim to the Public Subject may be provided only by the means of correspondence of the CPP IS, via courier upon signature or by fax within the time period of:

- (i) 15 (fifteen) days as of the date of sending of the Public Subject's written notification on its decision to the Candidates or Participants; or
- (ii) 10 (ten) days as of the date of announcement of the decision, made by the Public Subject, in case the Law on Public Procurement does not require the written notification of the Candidates or Participants on the decisions, made by the Public Subject.

The Public Subject shall examine the claim only in case the claim is received without violating the deadlines above stated and before the date of concluding the Partnership Agreement. The Public Subject shall examine the claim and make its motivated decision not later than within 5 (five) business days as of the date of receipt of the claim and notify the economic entity, who has presented the claim, and other Candidates or Participants concerned on its decision not later than on the following business days, by means of correspondence of CPP IS. In that case the Public Subject shall also notify on any modification of the previously announced terms of the procurement procedure.

In case the Public Subject does not satisfy the claim

In case the provided claim is not satisfied, is satisfied only in part or is not examined within the established deadline, the economic entity, which has provided the claim, shall have the right to apply to the district court with a request to:

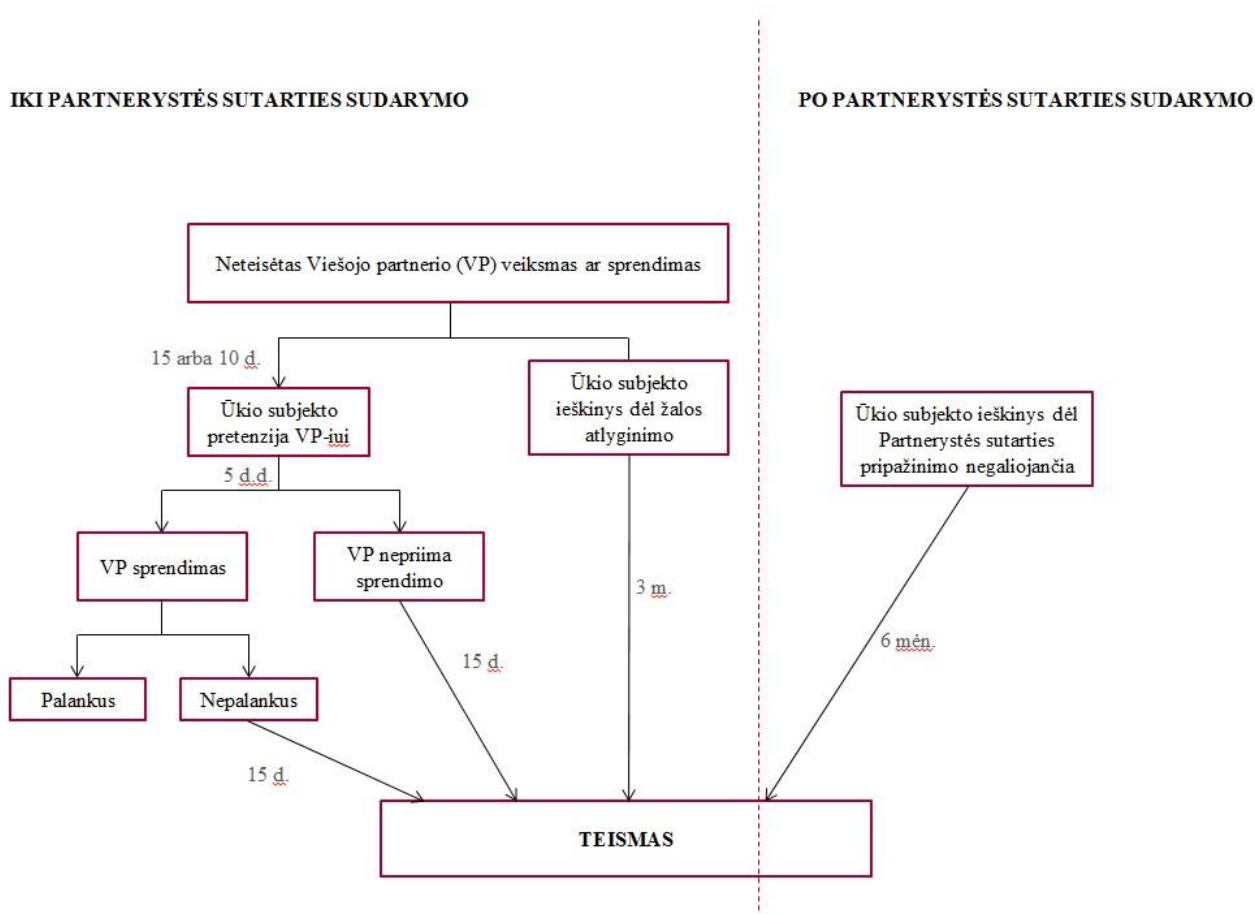
- 1) Apply temporary means of protection, i.e. suspend the procurement procedure, performance of the Public Subject's decisions, etc.;
- 2) Cancel or change the Public Subject's decisions;
- 3) Indemnify for the loss incurred;
- 4) Hold the Partnership Agreement null and void;
- 5) Apply alternative sanctions.

In case the economic entity applies to the court, the economic entity must, not later than within 3 (three) business days, by fax, means of electronic communication or by courier upon signature, provide to the Public Subject the copy of the complaint or claim with the receipt mark or other evidence of receipt by the court.

The request or complaint to the court must be provided within the following deadlines:

- (i) 15 (fifteen) days as of the date of sending of the Public Subject's written notification on its decision to the Candidates or Participants;
- (ii) 10 (ten) days as of the date of announcement of the decision, made by the Public Subject, in case the Law on Public Procurement does not require the written notification of the Candidates or Participants on the decisions, made by the Public Subject;
- (iii) 15 (fifteen) days as of the date when the Public Subject had to notify on its decision as regards the received claim, however failed to do that;
- (iv) 6 (six) months as of the date of conclusion of the Partnership Agreement, in case the claim is provided with regard to holding the Partnership Agreement null and void;
- (v) 3 (three) years as of the day of becoming aware of unauthorized decisions or actions by the Public Subject, in case of a request to indemnify for the damage, incurred due to such actions.

Simplified disputes settlement procedure:



IKI PARTNERYSTĒS SUTARTIES SUDARYMO – BEFORE CONCLUDING THE PARTNERSHIP AGREEMENT

PO PARTNERYSTĒS SUTARTIES SUDARYMO – AFTER CONCLUDING THE PARTNERSHIP AGREEMENT

Neteisėtas viešojo partnerio (VP) veiksmas ar sprendimas – Unauthorized action or decision by the Public Partner (PP)

15 ar 10 d. – 15 or 10 days

Ūkio subjekto pretenzija VP-ui – The economic entity's claim to the PP

Ūkio subjekto ieškinys dėl žalos atlyginimo – The economic entity's claim as regards indemnification of loss

Ūkio subjekto ieškinys dėl partnerystės sutarties pripažinimo negaliojančia – The economic entity's claim as regards holding the Partnership Agreement null and void

5 d.d. – 5 days

VP sprendimas – Decision by the PP

VP nepriima sprendimo – The PP does not make the decision

15 d. – 15 days

3 m. – 3 years

6 mėn. – 6 months

Palankus – Favourable

Nepalankus – Unfavourable

TEISMAS – COURT

[Name of the Public Subject]

[Contact data of the Public Subject: address, e-mail, telephone and fax numbers]

CONFIDENTIALITY COMMITMENTS

For the purpose of participating in the Negotiated Procedure for implementation of the *[Name of the Project]* (hereinafter referred to as the **Project**), performed by *[Name of the Public Subject]* (hereinafter referred to as the **Public Subject**) and obtaining the confidential information, relating to the implemented Project and the Negotiated Procedure, _____ (hereinafter referred to as the **Candidate**) undertakes the following confidentiality commitments:

85. The Candidate undertakes to keep any information, received from the Public Subject during the Negotiated Procedure secret and protect such information with the same care as its own commercial secrets, by applying no smaller protection than that expected from a careful business entity and not disclose the confidential information to third parties, with the exception of the cases when the information:
 - 4.1. Is universally known or publicly available;
 - 4.2. Has been received from third parties without undertaking any confidentiality commitments to the disclosing entity;
 - 4.3. Must be disclosed to third parties in order for the Candidate to participate in the Negotiated Procedure or perform the Partnership Agreement for implementation of the Project, in case the third parties, receiving the information, undertake the confidentiality commitments, which are no less strict than the present Confidentiality Commitments (in case the Public Subject's confidential information is disclosed by third parties, the Candidate shall be liable for such third parties' actions as it would be for its own actions);
 - 4.4. Was self-sufficiently developed by the Candidate without using the Public Subject's confidential information or had been known to the Candidate previously;
 - 4.5. Must be disclosed to state institutions in accordance with the applicable legal acts, in case the Candidate discloses the minimum possible extent of such information, takes all the measures, provided by the applicable legal acts in order for the state institution, which receives the information, to keep it confidential and immediately notifies the Public Subject on such disclosure of the information.
86. These Confidentiality Commitments shall be applicable both during and after completing the Negotiated Procedure.
87. These Confidentiality Commitments create legally binding obligations to the Candidate, governed by the legislation of the Republic of Lithuania. Any disputes, relating to

observance of these obligations, shall be resolved by the courts of the Republic of Lithuania according to the location of registered quarters of the Public Subject.

[Full name, position]
[Name of the Supplier]
[Date]

FINANCIAL ACTIVITY MODEL

[Attach the form of the Financial Activity Model, covering at least:

The required financial indicators of the Project company;

The Private Subject's activity financing structure and conditions (sizes of equity and borrowed capital, the loans granting and return conditions, deadlines and interest rates);

The foreseen profit of the Private Subject and the return on Participant's investment (both subordinated loans and provided capital);

The ways, sizes and time periods of performance of investments into the development or acquisition of the new property, which shall be used for implementing the Project and renovating or adapting of the property, transferred by the Public Subject;

The expenses, necessary in order to ensure proper provision of the Services.]

REQUIREMENTS FOR THE LEGAL INFORMATION

1. Information on the sub-suppliers

1.1. Fill in the table below:

Name, registration number and contact data of the sub-supplier	The part of the Partnership Agreement, for which the sub-supplier is employed (works or services, assigned to the sub-supplier and their percentage of the total Price)

1.2. The scheme of contractual relations with explanations

2. Confirmation as regards the unchanged qualification, i.e. confirmation that the information, stated in the Candidate's Application on its compliance with the minimum qualification requirements, provided in Annex 4 to the Conditions, according to which the Public Subject has performed the qualification based selection according to the criteria, established in Annex 5 to the Conditions, has not changed. In case the information has changed, the Candidate must provide updated information to the Public Subject.

3. The suggestions as regards the draft Partnership Agreement, provided in Annex 13 to the Conditions, including the Risk Distribution Matrix. The suggestions must be provided in the changes table, in which the following must be stated for each suggested change:

3.1. The paragraph of the draft Partnership Agreement, suggested to be changed;

3.2. The paragraph of the draft Partnership Agreement with the suggested changes and the comments, explaining such changes, distinguishing the following:

3.2.1. Critical changes, necessary when the Candidate makes its decision regarding the modification of the Offer (i.e. such changes, which are necessary otherwise the Candidate shall not be able to provide its Offer, being prevented by its internal policies/regulations);

3.2.2. Changes, which may influence the Price;

3.2.3. Changes, which may influence the Project financing structure;

3.2.4. Changes, which may influence the Candidates' agreements with sub-suppliers;

3.2.5. Changes, which are necessary in order to adapt them to the Project implementation measures / solutions, offered by the Candidate;

3.2.6. Changes, resulting in the change of the Risk Distribution Matrix, suggested by the Public Subject (independently whether such change is for the benefit of the Public Subject or the Candidate); and

3.2.7. Other changes.

The Candidates must provide the changes' table in an electronic editable format as well as the draft Partnership Agreement, updated referring to all the suggested changes (the changes must be highlighted). The changes shall be the basis for the dialogue with the Candidate. The Public Subject does not necessarily have to agree on such changes however they must be taken into consideration by the Public Subject when preparing the final draft of the Partnership Agreement, which shall be the basis for provision of final Offers.

DIRECT AGREEMENT

[Attach the draft of the Direct Agreement.]