

---

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

---

*[DATE],  
[Place]*

**Colour explanation:** *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.

## TABLE OF CONTENTS

<b>I.</b>	<b>INFORMATION ON THE IMPLEMENTED PROJECT ....</b>	<b>ERROR! BOOKMARK NOT DEFINED.</b>
<b>II.</b>	<b>GENERAL PROVISIONS.....</b>	<b>ERROR! BOOKMARK NOT DEFINED.</b>
	1. Public Subject .....	<b>Error! Bookmark not defined.</b>
	2. Public Subject’s needs and objectives .....	<b>Error! Bookmark not defined.</b>
	3. The essential requirements for project implementation.....	<b>Error! Bookmark not defined.</b>
	4. Information about a selection of a private subject .....	3
	5. The explanation and clarification of the conditions.....	4
	6. Redress procedures .....	<b>Error! Bookmark not defined.</b>
<b>III.</b>	<b>THE CONDUCT OF THE COMPETITIVE DIALOGUE... </b>	<b>ERROR! BOOKMARK NOT DEFINED.</b>
	1. The process and an indicative timetable of the competitive dialogue .....	4
	2. Provision of the application .....	2
	Subjects, having the right to provide an application .....	<b>Error! Bookmark not defined.</b>
	Content of the application.....	<b>Error! Bookmark not defined.</b>
	Deadline for provision of the application .....	<b>Error! Bookmark not defined.</b>
	3. Verification of the qualification and the qualification based selection .....	7
	4. Presenting solutions .....	1
	Contents of the solutions .....	8
	Period for presenting solutions .....	9
	5. The dialog .....	9
	6. Presenting tenders .....	12
	Contents of tenders .....	12
	Period for presenting tenders .....	13
	[ <i>If tender security is requested</i> Tender security] .....	14
	Tender validity period .....	14
	7. Tender assessment .....	14
	8. Concluding the partnership agreement .....	15
<b>IV.</b>	<b>THE COSTS OF PARTICIPATION IN THE COMPETITIVE DIALOGUE</b>	<b>ERROR! BOOKMARK NOT DEFINED.</b>

**Colour explanation:** *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.

## **ANNEXES:**

- 1. Used definitions**
- 2. Descriptive document**
- 3. Provision of requests**
- 4. Qualification requirements**
- 5. Applications evaluation procedure**
- 6. Application form**
- 7. Provision of application**
- 8. The candidate's declaration**
- 9. Solution form**
- 10. Offers evaluation procedure and criteria**
- 11. Provision of the Offer**
- 12. Offer**
  - a) Form of the Technical Offer**
  - b) Form of the Financial Offer**
- 13. Security forms**
- 14. Draft Partnership Agreement**
- 15. Disputes settlement procedure**
- 16. Confidentiality commitments**
- 17. Requirements for financial performance model**
- 18. Requirements for the legal information**
- 19. Direct agreement**
- 20. Specifications of services**
- 21. Requirements for property creation and exploitation implementation and project management plan covering communications, interested parties, documentation, risk management**
- 22. Form of information on the contracts which have been executed by the candidate**

**Colour explanation:** *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.

## 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 (a description of works, services, expected results, and needs of the Public Subject, required investments);*
  - 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 could be transferred;*
  - 4.4. *the issues, relating to the title of ownership to the transferred or newly created property;*
  - 4.5. *preliminary 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. *maximum deadlines for the Project implementation ([if deadlines for completion of works are applicable, requirements for them should be indicated] deadlines for the provision of services, requirements, and methods of their provision;*
  - 4.9. *possibilities of employment and replacing subcontractors / sub-suppliers;*
  - 4.10. *required insurance;*
  - 4.11. *minimum requirements to Project implementation supervision and monitoring;*
  - 4.12. *subjects' liability principles;*
  - 4.13. *subjects' and third parties' requirements security;*
  - 4.14. *returning the Project property upon expiry of the Partnership Agreement;*
  - 4.15. *other Project information, important to the potential investors.]*

**Colour explanation:** *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.

## II. GENERAL PROVISIONS

### 1. PUBLIC SUBJECT

5. The Project is implemented by *[Public Subject's name and details]* (hereinafter referred to as the *Public Subject*). The Public Subject is *[specify the legal status and the main activities/functions, the legislative act according to which the Public Subject is obliged to fulfil these functions]*. The Public Subject shall implement the Project in accordance with *[indicate on what basis the Public Subject is considered a Public Subject, as defined in the Law on Investment]* using the rights granted to it.
6. The Public Subject's contact person for information about the Competitive dialogue, conditions and procedures – *[authorized person's function, name, surname, address/email address, telephone and fax numbers]*.

### 2. PUBLIC SUBJECT'S NEEDS AND OBJECTIVES

7. The Public Subject intends to select a private subject (hereinafter – the Participant), in cooperation with which it will implement the Public Subject and private subject's partnership Project. To that end, a Partnership agreement will be concluded with the Participant selected and its separate economic entity (hereinafter – “the Private subject”).
8. The Public Subject seeks:
  - 8.1. The Project implementation to be efficient, qualitative, in compliance with all legal requirements and based on good business practice;
  - 8.2. The objectives of the Project *[specify the objectives of the Project]* to be achieved;
  - 8.3. *[Specify other Public Subject's requirements for the Project in accordance with the Descriptive document]*.
9. A detailed description of the Public Subject's needs and objectives to be met by the Project implemented is provided in Annex II to the Conditions. The Candidate who will be invited to participate in the Competitive dialogue and sign the Confidentiality pledge will be granted access to documents related to the Project *[list the data, such as feasibility studies, spatial plans, related excerpts of agreements, the disclosure of which will not have a negative impact on the negotiations and without prejudice to the Public Subject interests and so on.]*.
10. The detailed implementation of the Project will be established in the Partnership agreement, which will be concluded with the Private subject in view of its proposed Project implementation approach.
11. *The implementation of the [select] Project will be funded from [indicate the sources of financing and the program implemented]. To this end, [specify the amounts and their description in accordance with financing sources] is [select] allocated or /expected to receive / or the Project will be implemented from the Public Subject budget.*
12. The Project is not divided into parts and shall be implemented in full. Proposals for individual projects will be rejected by the Public Subject. It is forbidden to submit alternative proposals.

### 3. THE ESSENTIAL REQUIREMENTS FOR PROJECT IMPLEMENTATION

**Colour explanation:** *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.

13. The Public Subject will not conduct a dialogue on the following essential requirements for Project implementation:
  - 13.1. The issues related to the ownership of the property transferred for the execution of the Partnership agreement or the newly created property at the end of the Partnership agreement.
  - 13.2. Longer duration of the Property creation than specified in the Conditions.
  - 13.3. The duration of the Partnership agreement longer than *[specify the time]*.

#### **4. INFORMATION ABOUT A SELECTION OF A PRIVATE SUBJECT**

14. The Private subject is selected by means of a competitive dialogue. This method is provided in Article 2 paragraph 4 of Public Procurement Law. A competitive dialogue was chosen in view of *[indicate at least one of the grounds for procurement execution by organizing a competitive dialogue, as provided in Public Procurement]*.
15. *[Select one of the following phrases]* The information on this Competitive dialogue has not been published in advance */or* *An advance notice on this Competitive dialogue was published in the supplement “Information supplement” No. [number] [day][month][year] of the Official Journal “Official Gazette” (“Valstybės Žinios”) of [day] [month][year], OJEU, No. [number], CVP IS (Central Information System for Public Procurement) at the address: <https://pirkimai.eviesiejipirkimai.lt/> [if the information on the Competitive dialogue was published elsewhere and [other sources where the information on the Competitive dialogue was published in advance].*
16. The notice on the Competitive dialogue was announced in *[day] [month] [year]* in the supplement “Information supplement” No. *[number] [day][month][year]* of the Official Journal “Official Gazette” (“Valstybės Žinios”) of *[day] [month] [year]*, OJEU, No. *[number]*, CVP IS (Central Information System for Public Procurement) at the address: <https://pirkimai.eviesiejipirkimai.lt/> *if the information on the Competitive dialogue was published elsewhere and [other sources where the information on the Competitive dialogue was published in advance].*
17. *[If the Conditions are published on the Public Subject’s website] The Conditions may also be found on the Public Subject’s webpage at the address [address].*
18. The Competitive dialogue is conducted by the Commission. The Commission consists of *[the number of members, recommended number – no more than 7]* members who have signed the pledges of confidentiality and declarations of impartiality. All Commission meetings are recorded. The Public Subject has the right to invite legal, technical and financial experts in the field to advise the Commission on issues requiring special expertise or assessment. The experts also have to sign the pledges of confidentiality and declarations of impartiality.
19. The Competitive dialogue shall be guided by equality, non-discrimination, mutual recognition, transparency, proportionality and value for money principles. It shall be governed by Law on Investment, Law on Public Procurement, the Civil Code of the Republic of Lithuania and the Conditions, as well as by the requirements set out in European Union Law.
20. All Candidates are subject to the same requirements, provided with equal opportunities and, as far as possible, taking into account the confidentiality of the information submitted by the Candidates, provided with the same information.
21. Any information, clarification of the Conditions, notices and other correspondence between the Public Subject and the interested parties is carried out only by CVP IS means.

**Colour explanation:** *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.

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

22. In case any questions arise regarding the Competitive dialogue or its Conditions, or if explanation or clarification is required, the interested parties may submit their requests to the Public Subject in accordance with the procedures laid down in Annex III to the Conditions. Responses to requests will be made in accordance with the procedure provided in Annex III, and they will be considered an integral part of the Conditions.
23. The answer to a request, which may have an impact on all the Candidates shall be given to all Candidates at the same time, however, the protection of Confidential information shall be ensured and the identity of the party that submitted the request shall not be disclosed.
24. The Public Subject may provide explanations and clarifications to all Candidates at its sole discretion, in accordance to the procedures laid down in Annex III to the Conditions.
25. *[If meetings are organized In addition, the Public Subject envisages individual meetings with each Candidate to clarify the Conditions. Each Candidate will be informed of the time and date of the meetings individually. A protocol of each meeting, containing records of all questions asked by the Candidate and all answers to these questions, shall be submitted to each of the Candidates participating in the procedures of the Competitive dialogue, but without revealing the identity of the Candidates who also participated in the same meeting and ensuring the protection of the Candidates' confidential information. Questions for the meeting may be submitted by Candidates in advance, by using CVP IS means. If the need arises, additional meetings will be held].*

## **6. REDRESS PROCEDURES**

26. Any entity who believes that the Public Subject does not comply with the requirements of the Law on Public Procurement and violates the legitimate interests of this entity, shall be entitled to legal remedies provided in Annex XV to the Conditions.

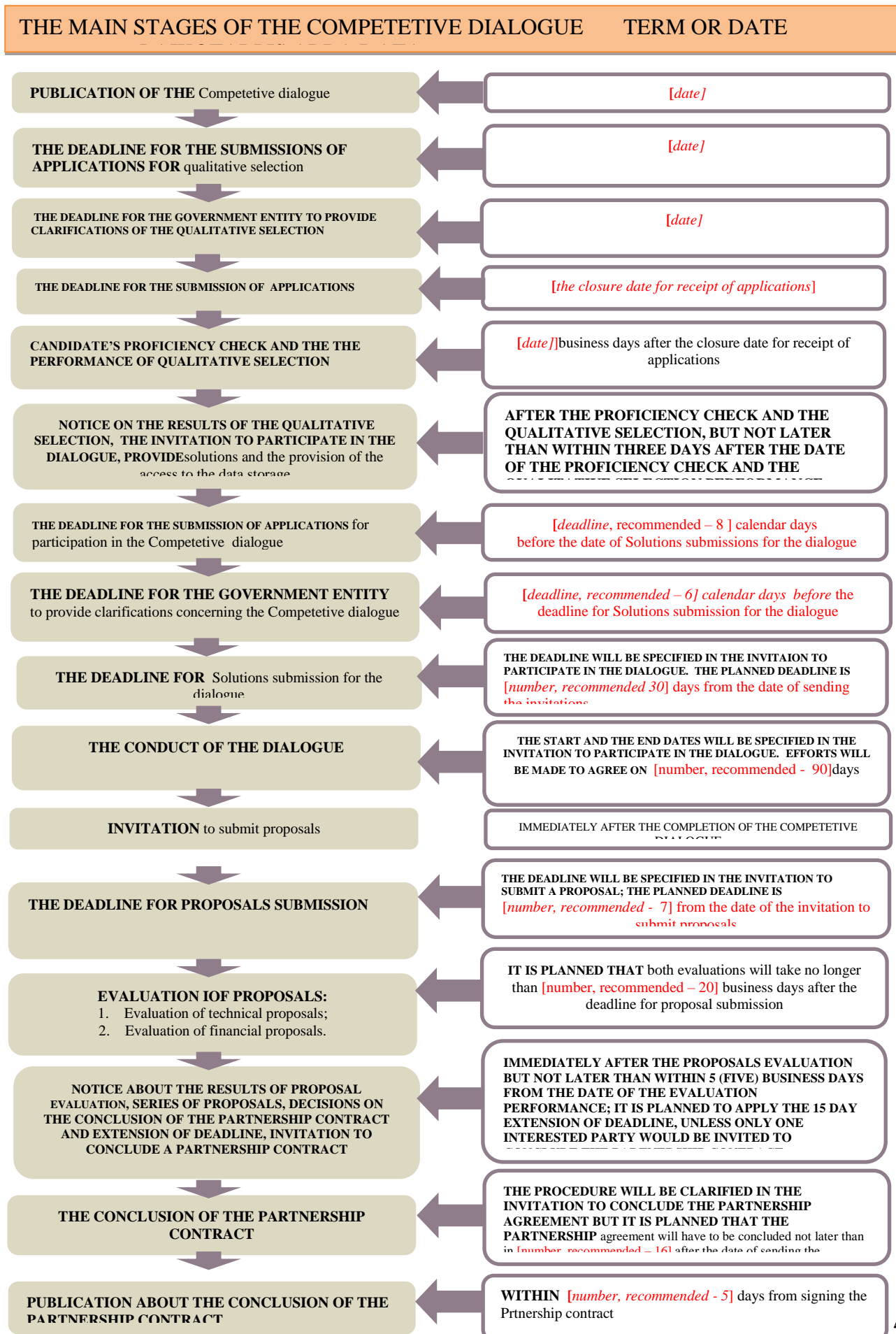
## **III. THE CONDUCT OF THE COMPETITIVE DIALOGUE**

### **1. THE PROCESS AND AN INDICATIVE TIMETABLE OF THE COMPETITIVE DIALOGUE**

27. An indicative timetable of the Competitive dialogue is provided below. The terms indicated in the timetable may vary depending on the applications and Proposals received, the progress of the dialogue, requests and claims submitted by Candidates or Participants, the need to clarify the Conditions and their annexes and so on. The terms will be extended by the length of time required for the Public Subject to carry out the necessary procedures and up to the extent reasonably necessary to enable the interested Candidates to properly assess the information provided by the Public Subject.
28. The information about the extension of the Proposal submission deadline will be provided for all interested Candidates and published in „Information supplement“, OJEU and CVP IS *[if it is planned to publish the information in other sources]* and *[indicate the sources of publication]*. If necessary, the information provided in the announcement about the purchase by means of the Competitive dialogue will also be adjusted.
29. The information on the dates and terms of individual actions will provided by the Public Subject to each of the interested Candidates separately.

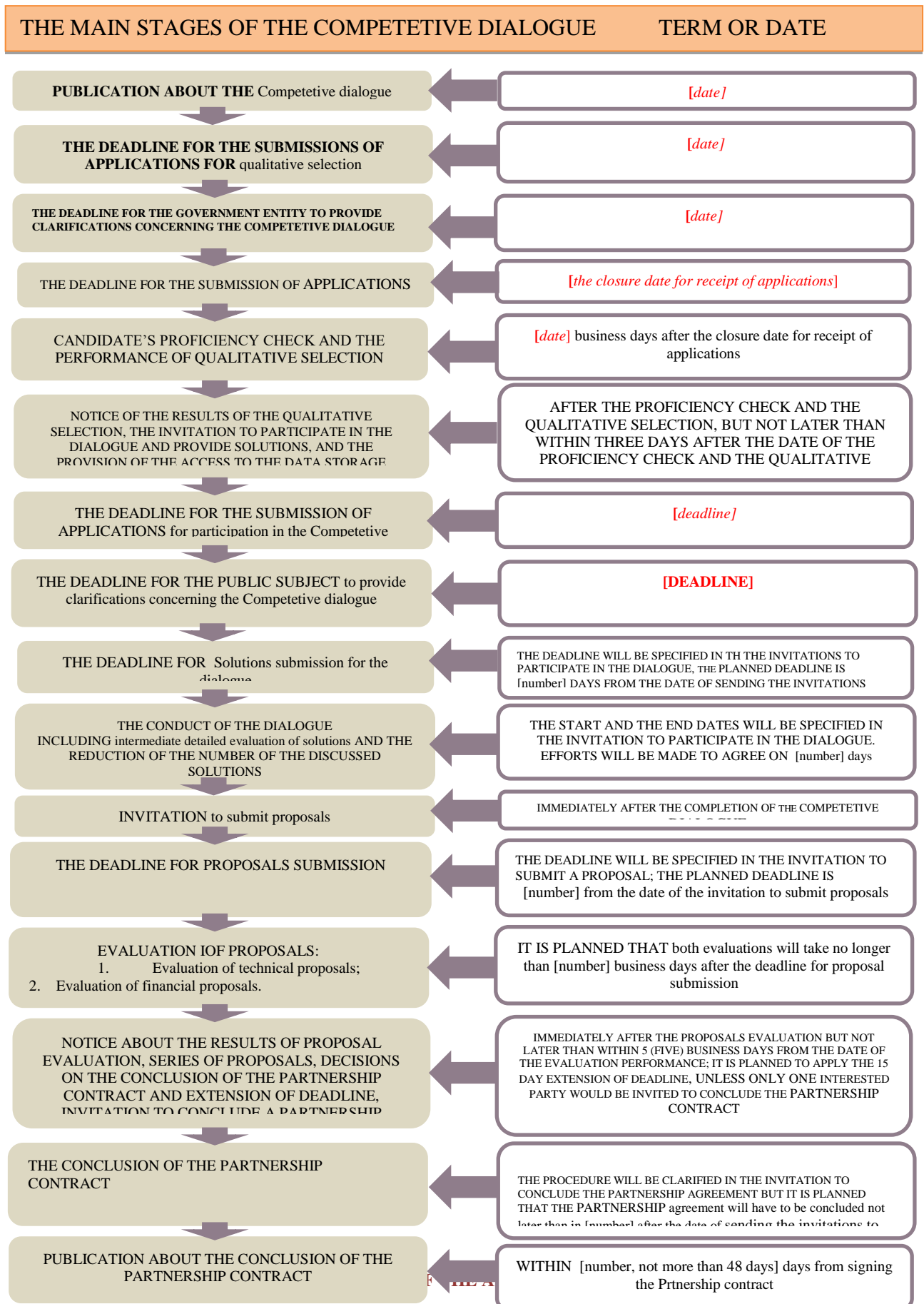
*[If an interim evaluation of the Solutions is not conducted – leave the first scheme. If an interim evaluation of the Solutions is conducted, leave the second scheme.]*

Colour explanation: *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.





Colour explanation: *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.



SUBJECTS, HAVING THE RIGHT TO PROVIDE AN APPLICATION

**Colour explanation:** *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.

30. An independent economic entity or a group of economic entities, able to be Candidates and compliant with the minimum requirements, stated in Annex 4 to the Conditions may provide an application to participate in the Competitive Dialogue.
31. In case a group of economic entities candidates to participate in the Competitive Dialogue:
  - 31.1. 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 Competitive Dialogue procedures on behalf of the group of economic entities;
  - 31.2. 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;
  - 31.3. The subjects, forming the group of economic entities may not provide the application or participate in the Competitive Dialogue 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**

32. 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.
33. 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 to the Conditions.

#### **DEADLINE FOR PROVISION OF THE APPLICATION**

34. The application, together with the supplementary documents, must be provided till [*day*] [*month*] [*year*] [*hrs. min.*] (*Lithuanian time*). No applications shall be accepted after the expiry of the said deadline. Po nustatyto termino paraiškų pateikti nebebus galima. 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.
35. 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*]

### **3. VERIFICATION OF THE QUALIFICATION AND THE QUALIFICATION BASED SELECTION**

36. Upon receiving the applications, the Public Subject, in the procedure, described in Annex 5 to the Conditions, shall verify the Candidates' qualifications. 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*]

**Colour explanation:** *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.

*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 Solutions and participate in dialogue.

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 by means of correspondence of the CPP IS. The Public Subject will issue an invitation to submit the proposed solutions and engage in a dialogue to the Candidates, compliant with the minimum qualification requirements and those who passed the qualification based selection, together with the notification on the results of the verification of qualification. [*If the Storage of Datato get aquatinted with documents related to the implementation of the Project will be developed, the Public Subject will give access to this Storage of Datato these Candidates, who have signed the Confidentiality Pledge in the appendix 15 of Terms and Conditions. Arrangements for the use of the Storage of Data will be indicated by the Public Subject in the invitation to engage in the dialogue*].

#### **4. PRESENTING SOLUTIONS**

##### **CONTENTS OF THE SOLUTIONS**

40. The Candidates invited to participate in this dialog will have to present their Solutions for meeting the needs of the Public Subject. A solution must be presented in accordance to the form indicated in Annex 9 to the Conditions. A concise description of the Solution must be presented, where the essential aspects of the Solution would be covered: the relation between the Private subject and other entities associated with the implementation of the Project, division of responsibility, short description of proposed technical solutions for achieving the aims of the Project, the financing structure of the Project and other essential information which the Candidate considers relevant for describing the nature of the proposed Solution. All technical information and preliminary financial information must be presented in the Solution, substantiating the price of works (detailed object estimates) and services (by separate types of services) proposed by the Candidate. If needed, the Public Subject may revise or change the form of presenting Solutions.
41. A control list of documents and/or information needed to be presented in the Solution is indicated below. This list is only for the convenience of the Candidates and is not finite. The Candidates should familiarize with all Conditions and the requirements for presenting Solutions indicated therein:

Colour explanation: *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.

	Control list for presenting Solutions	Reference to the Condition requirements
1.	<b>DESCRIPTION OF THE SOLUTION</b>	Clause 40 of the Conditions
2.	<b>TECHNICAL-ENGINEERING INFORMATION</b>	Clause 40 of the Conditions
	<i>Annex 20 to the Conditions "Specifications for Services/Works"</i>	
3.	<b>PRELIMINARY FINANCIAL INFORMATION</b>	Clause 40 of the Conditions
4.	<b>Other essential information which the Candidate considers relevant</b>	Clause 40 of the Conditions

42. Solutions are presented in accordance to the form indicated in Annex 9 to the Conditions, under the same method and requirements as the Tenders (indicated in Annex 11 to the Conditions).
43. One Candidate may present only one Solution. If more than one Solution is presented, the Public Subject shall ignore all such Solutions and the Candidate will no longer be able to participate in further procedures of the Competitive dialog.
44. When presenting a Solution, the Candidate can reasonably identify what presented information is confidential. Although the presented characteristics, to be considered while assessing Tenders, of the Solution (relevant parts of the Solution) may not be considered confidential information.
45. The Public Subject reserves the right to disclose the confidential information contained in the Solution to members of the Commission and invited experts, the Head of the Public Subject and authorized persons, as well as authorized control authorities in cases established by law or on their request. In such cases the Candidate will not be able to hold the Public Subject responsible for disclosing confidential information.
46. The Solution presented by the Candidate will be the basis of the dialog for clarifying and identifying the measures best suiting to the needs of the Public Subject and discussing all conditions of the Partnership agreement. The Public Subject reserves the right to specify the specifications of Services/Works and other documents of the Conditions in accordance to the Solutions suggested by the Candidate if the Solutions best suit the needs and aim of the Public Subject and are needed so all interested Candidates could present their Solutions under uniform conditions and the Solutions would maximally suit the needs of the Public Subject. In such cases the Candidate will not be able to hold the Public Subject responsible for using the corresponding solutions as a means of detailing the ways and/or means for meeting needs and achieving aims.

#### **PERIOD FOR PRESENTING SOLUTIONS**

47. The Candidates must present the Solutions over the period indicated in the invitation to present Solutions, which may not be shorter than *[indicate period, not shorter than 30 days recommended]* days from the date of notifying on the assessment of Applications. The Candidates have the right to amend and/or withdraw their Solutions before the indicated date. The Candidates, who exercised this right, will no longer be participating in the dialog procedures.

#### **5. THE DIALOG**

48. After receiving the Solutions proposed by the Candidates, the Public Subject will strive to review if the solutions correspond to the requirements of the Conditions no later than *[indicate period, not shorter than 30 days recommended]* working days and shall inform the Candidates on the results by the means of CVP IS correspondence. If information presented in a Solution is inaccurate or incomplete the Public Subject will request the Candidate to complete or clarify this information in accordance to the principles of public procurement. The Public Subject shall grant the Candidate a reasonable period to complete this. If for motivated reasons the Candidate would need more time, the period granted may be extended. Candidates, whose Solutions meet the requirements shall be

**Colour explanation:** *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.

invited for a dialog. Candidates, whose Solutions will not meet the requirements or will not be completed or clarified within the period granted by the Public Subject will not be invited for the dialog, although the reasons why their Solutions were rejected shall be communicated to them.

49. The dialog will be conducted on the basis of the Solution presented by the Candidate. The dialog is preliminary intended to be performed in two stages. The dialog of the Public Subject with all Candidates will be performed within *[number of days, 150 - 240 recommended]* days; however, this period is only indicative and may change depending on the process of the dialog.
50. Every stage of the dialog will consist of sub-stages, which may consist several meetings, during which the Solution proposed will be discussed with every Candidate separately in order to detail, optimize and ensure the best possible compliance to the Public Subject 's needs and achieve that the Candidate could present a comprehensive and developed Tender to be implemented on the basis of the Solution and the results of the dialog. All Project conditions, except the essential requirements for implementing the Project, may also be discussed during the dialog.
51. The 1<sup>st</sup> stage of the dialog is supposed to be performed in one sub-stage:
  - 51.1. First sub-stage: Technical aspects of the Solutions. It is estimated that this stage will take *[number of days, 40 to 60 days recommended]* days. During this stage the dialog will only be regarding the following:
    - Engineering and technical solutions;
    - The functions (services) assigned to the Private subject;
    - Project results (Specifications);
    - The property needed for implementing the Project and the property created by implementing it:
      - Property needed;
      - Assignment, use of the property;
      - Conditions for returning the property.
    - Other matters associated with the technical aspects of the Solutions.
52. After the 1<sup>st</sup> stage of the dialog the Public Subject will invite all Candidates who participated in the 1<sup>st</sup> stage before the indicated date to present their specified Solution in accordance to the results of the 1<sup>st</sup> stage of the dialog by CVP IS means. The Solutions must be presented in accordance to the requirements indicated in Clauses 40-45 of these Conditions, except the requirements associated with the financial information of a Solution. The Public Subject shall assess the specified Solutions received by CVP IS means before the indicated date, in accordance to requirements set part I of Annex 10 (as far as it is applicable to the information presented in the Solution) and the Technical criteria (K) set in part III and their assessment procedure and shall inform all communicate the assessment results to all Candidates. 3 (three) Candidates (if specified Solutions are presented by more than 3 Candidates), the Solution of whom will receive the highest score, will be invited to participate in stage 2. The Public Subject will communicate the reasons, why the Solutions of Candidates with lower scores, who will not be invited to participate in stage 2 of the dialog after sending their specified Solutions, have been evaluated lower. The Public Subject may choose to not perform the assessment procedures of specified solutions if 3 (three) or less Candidates are participating in the dialog.
53. After assessing the specified Solutions the Public Subject shall present updated conditions to the Candidates invited to participate in stage 2 of the dialog according to the results of stage 1 and will invite them to present updated Solutions. Updated solutions shall be presented in accordance to the form indicated in Annex 9 to the Conditions. All technical information, updated in accordance to the updated Conditions of the Public Subject, indicated in Annex 20 to these Conditions must be

**Colour explanation:** *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.

presented, as well as the financial and legal information, which must be presented in accordance to the requirements indicated in Annexes 17 and 18 to these Conditions and other important information which the Candidate considers relevant for the implementation of the Project. If needed, the Public Subject may revise or change the form of presenting Solutions and the requirements indicated in Annexes 17, 18 and 20 to the Conditions. If needed, the dialog may be performed in more than 2 stages.

54. A control list of documents and/or information needed to be presented in the updated Solution is indicated below. This list is only for the convenience of the Candidate and is not finite. The Candidates should familiarize with all Conditions (including updated Conditions), the invitation to present an updated Solution and the requirements for presenting updated Solutions indicated therein:

	<b>Control list for presenting updated Solutions</b>	<b>Reference to the condition requirements</b>
<b>1.</b>	<b>LEGAL INFORMATION</b>	Clause 52 of the Conditions
	<i>Annex 18 to the Conditions "Requirements for Legal Information"</i>	
<b>2.</b>	<b>TECHNICAL-ENGINEERING INFORMATION</b>	Clause 52 of the Conditions
	<i>Annex 20 to the Conditions "Specifications for Services/Works"</i>	
<b>3.</b>	<b>FINANCIAL INFORMATION</b>	Clause 52 of the Conditions
	<i>Annex 17 to the Conditions "Requirements for the Financial Activity Model"</i>	
<b>4.</b>	<b>Other information which the Candidate considers relevant</b>	Clause 52 of the Conditions

55. The updated Solution must be presented in accordance to the requirements indicated in Clauses 42-46 within the period indicated in every invitation to present an updated Solution. The Public Subject will review the received updated Solutions in accordance to the requirements of Clause 48. Stage 2 of the dialog with Candidates will be conducted on the basis of their updated Solutions.

56. The 2<sup>nd</sup> stage of the dialog is supposed to be perform in the following sub-stages:

56.1. First sub-stage: Technical aspects of the Solutions. It is estimated that this stage will take *[number of days, 40 to 60 days recommended]* days. During this stage the dialog will only be conducted regarding the following:

- Engineering and technical solutions;
- The services assigned to the Private subject;
- Project results under the Service/works specification;
- Other matters associated with the technical aspects of the Solutions.

56.2. Second sub-stage: Legal aspects of the Solutions. It is estimated that this stage will take *[number of days, 40 to 60 days recommended]* days. During this stage the dialog will only be conducted regarding the following:

- Risk sharing between the parties;
- The property needed for implementing the Project and the property created by implementing it, conditions for using and returning the property;
- Conditions of the Partnership Agreement;
- Other matters associated with the legal aspects of the Solutions.

56.3. Third sub-stage: Financial aspects of the Solutions. It is estimated that this stage will take *[number of days, 40 to 60 days recommended]* days. During this stage the dialog will only be conducted regarding the following:

**Colour explanation:** *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.

- Sources of financing and financing conditions;
  - Settlement and payment procedure;
  - Tax-related matters;
  - Other matters associated with the financial aspects of the Solutions.
57. If the Public Subject determines it is necessary, more sub-stages of the dialog may be performed. The number and nature of other sub-stages of the dialog shall be planned according to other Project implementation matters needed to be discussed in order to get detailed and motivated Tenders on the basis of the Solutions discussed.
58. The Candidate has the right to suggest additional sub-stages of the dialog and/or matters needed to be discussed. If the Public Subject considers such proposals reasonable, the sub-stage and/or matter will be added to the dialog. In such case other Candidates shall have the right to indicate that such sub-stages and/or matters are not relevant to them and not participate.
59. Each sub-stage of the dialog is carried in the following order:
- 59.1 An individual dialog will be conducted with each Candidate on the matters associated with the Solution proposed by the Candidate discussed in that sub-stage;
  - 59.2 The information presented by the Candidate during the dialog will be considered confidential and shall not be revealed to other Candidates, except in cases indicated in the Conditions;
  - 59.3. Information presented to the Candidate by the Public Subject, which may be relevant to other Candidates also, is presented to all Candidates, but it must be ensured that the identity and confidential information of the associated Candidate is not disclosed;
  - 59.4. Each sub-stage will be performed for as long, as the Public Subject will need for the matters discussed in that sub-stage to be detailed in order for the Candidate to be able to form a detailed Tender part on this basis;
  - 59.5. The dialog will be conducted in Lithuanian.
60. The results of each sub-stage will be assessed by a protocol signed by the authorized person of the Candidate, the Chairman of the Commission and the Secretary of the Commission. The Candidate will be able to provide comments before signing the protocol. During further procedures of the Competitive dialog, the Candidate will be able to change the results indicated in the protocol only by improving them, or after receiving approval from the Public Subject.
61. The Candidate will have to arrive to the meetings of the sub-stage of the dialog on the time indicated in the invitation to the dialog, which will be conducted in the indicated location. The Public Subject will request the Candidate to confirm his participation in the sub-stages of the dialog. The Candidate will be able to indicate the person (persons), who will be representing the Candidate in conducting the dialog, in the participation confirmation. During the dialog the Public Subject shall assume that this representative (representatives) has (have) the right to conduct the dialog and undertake obligation on behalf of the Candidate.
62. If a Candidate cannot arrive to a meeting of a sub-stage of the dialog due to valid reasons, he must inform the Public Subject before a reasonable period of time, so another date and/or time for the sub-stage could be arranged. Otherwise the Public Subject shall assume that the Candidate has not arrived without presenting a valid reason and therefore has refused to participate in the Competitive dialog.

## **6. PRESENTING TENDERS**

### **CONTENTS OF TENDERS**

**Colour explanation:** *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.

63. After the dialog is finished interested Candidates shall be invited to present Tenders under the Financial and Technical proposal forms indicated in Annex 12. Considering the Candidate Solutions and results of the dialog, the Price and technical data of the proposal must be indicated.
64. Proposed technical solutions, works, services, stages of implementing the Partnership agreement, other proposals on the conditions and requirements for implementing the Project and proposals for the Partnership agreement must be indicated in the Technical proposal.
65. Sub-providers must be indicated in the Technical proposal, as well as the part of the Project, which will be performed by the sub-providers.
66. The Price must be indicated in the presented Financial proposal and it must be accompanied by supporting documents, i.e. a Financial model prepared under the requirements in form of Annex 17 to the Conditions and other Price calculation documents.
67. The price must be indicated [*specify the manner in which the price should be expressed – a periodic fixed payment or a payment varying depending on the chosen/indicated indicators, a one-time deferred payment, or a chosen combination of the above*]. All costs and all payable taxes and duties (in accordance to all laws and other legislative acts of the Republic of Lithuania in force or knowingly to become in force at the time of presenting the Tender) must be included in the price.
68. The price proposed by a Participant will be assessed in Euros. Therefore, if the Price is indicated in a foreign currency, that Public Subject shall recalculate it in accordance to the exchange rate of Euros and the indicated foreign currency set by the Bank of Lithuania at the last day of the period for presenting Tenders.
69. The Price proposed by the Participant will be compared to the Prices proposed by other Participants. If it appears unusually low, i.e. (i) lower by 15% or more than the arithmetic average of Prices by other Participants, the proposals of whom were not rejected on other terms; or (ii) lower 30% or more than [*funds planned for the procurement*]; or (iii) under the assessment of the Public Subject, might be insufficient for proper implementation of the Partnership agreement, the Public Subject shall request the Participant to substantiate the Price. If a Participant does not provide proper documents substantiating the Price, his Tender will be rejected.
70. If the Public Subject finds Price calculation errors during the assessment of the Tender, it will request the Participant to correct the arithmetic errors within the given period. The constituents of the Price may not be changed while correcting such errors, the Price indicated in the final Tender also cannot be changed. If a Participant does not correct the indicated calculation errors within the given period, his Tender will be rejected.
71. Confidential information presented with the Tender may be indicated in it. Although the presented characteristics, to be considered while assessing Tenders, of the Solution may not be considered confidential information. Furthermore, the Price indicated in the Tender, except the constituents of it, is not considered confidential information on the basis of Art. 6(1) of the Law on Public Procurement.
72. The Public Subject reserves the right to disclose the confidential information contained in the Tender to members of the Commission and invited experts, the Head of the Public Subject and authorized persons, as well as authorized control authorities in cases established by law or on their request. In such cases the Participant will not be able to hold the Public Subject responsible for disclosing confidential information.

#### **PERIOD FOR PRESENTING TENDERS**



**Colour explanation:** *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.

73. According to the requirements of Annex 11 of the Conditions, the Tender must be presented within the period indicated in the invitation to present Tenders. One Candidate may only present one Tender. If more than one Tender is presented, the Public Subject shall reject all such Tenders.
74. A Tender is considered presented, when the last part of it is presented [*if tender security is applicable, including tender security*].

#### **[IF TENDER SECURITY IS REQUESTED TENDER SECURITY]**

75. [*If presenting a tender security is requested*All participants must present a tender security of [*amount*] Euro in accordance to the procedure of Annex 11 to these Conditions. The security must correspond to the form indicated in Annex 13 to these Conditions and be valid at least as long as the presented Tender [*optional*, or a similar amount may be paid to the bank account of the Public Subject: No. [*indicated account No.*], [*name of the bank*]]. The Tenders of Participants, who did not provide securities, will be rejected.
76. The Public Subject shall immediately, but not later than [*number, 7 recommended*] days, return the Tender security or deposit to the Participant after (i) the Tender expires, if, on request of the Public Subject, the Participant has not agreed to extend the validity period, (ii) a Partnership agreement is concluded, (iii) the Public Subject terminates the Competitive dialog or (iv) the Tender of the Participant is rejected.]

#### **TENDER VALIDITY PERIOD**

77. The validity period must be indicated in the Tender, it must not be shorter than [*indicate period, 150-240 days recommended*] days from the last day of the period for presenting Tenders.
78. Before the Tender validity period expires the Public Subject may request the Participant to extend this period to a specified date. Although the Participant is not obligated to do so [*if Tender security is applicable and such a request may be rejected without losing the right to recover the Tender security*].

#### **7. TENDER ASSESSMENT**

79. Tenders will be familiarized with during two separate Commission meetings for opening tenders. The date and place of the first meeting, during which tendered Technical proposals will be opened, will be indicated in the invitation to Tender. The date and place of the second meeting, during which the Financial parts of the tender will be opened, will be indicated in the notification on Technical assessment results.
80. All interested Participants or their representatives will be able to participate in the final meeting for opening final Tenders, where relevant assessment information will be announced. The Participants, who have not participated in the opening meeting, will be able to receive the relevant information announced during the meeting by the means of CVP IS correspondence or familiarize with it individually.
81. The Public Subject may request a Participant to clarify a Tender within a reasonable period, although such a request may not request, propose or authorize changing the essence of the Tender, i.e. changing the Price or other elements the Tender consists of, which are taken into account when assessing the Tender. If irregularities, which may not be corrected without changing the essence of the Tender, are found or a Participant does not clarify the Tender within the period granted by the Public Subject, the Tender of this Participant will be rejected.
82. Tender assessment will take place without the Participants present. The Public Subject will assess the final Tenders and arrange the order of assessed Tenders on the basis of the highest economic

**Colour explanation:** *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.

benefit evaluation criterion. The most economically beneficial tender evaluation criteria and the tender assessment procedure are indicated in Annex 10 to these Conditions.

83. The Public Subject will inform the Participants on the results of the assessment performed, tender order, the decision on concluding the Partnership agreement and the deferred period by the means of CVP IS correspondence, within 5 (five) working days after performing the assessment. *[if the Project is implemented by the central government entity. After receiving approval from the Ministry of Finance of the Republic of Lithuania on the Partnership agreement project, prepared in accordance to the final Tender of this Participant, and (if needed) after the government and Seimas of the Republic of Lithuania adopts the decision on changing the implementation of the Project/ if the Project is implemented by municipal entity after receiving the approval of the [name of the municipality] Municipal Council on the Partnership agreement project, prepared in accordance to the final Tender of this Participant]*, the Participant, whose Tender was recognized as the best in addition to such notification will be presented with an invitation to conclude the Partnership agreement.
84. Participants, who were not invited to conclude the Partnership agreement, will be presented with detailed explanations on the assessment of their Tender.

## **8. CONCLUDING THE PARTNERSHIP AGREEMENT**

85. The Participant and the Private subject shall have to arrive for signing the Partnership agreement within the period indicated in the invitation for concluding the Partnership agreement.
86. If the Participant and/or Private subject does not arrive to sign the Partnership agreement within the time specified in the invitation or refuses to sign it under the basis of the Conditions, does not present the Partnership agreement implementation security indicated in the Conditions or refuses to sign it in writing, it is considered, that the Participant and/or Private subject has refused to conclude the agreement. In such case the Participant, whose Tender under the established order is second in line after the best Tender will be invited to conclude the agreement. *[If presenting a tender security is required]* In such case the Public subject may use the Tender security of the Participant, who refused to conclude the agreement.
87. The Partnership Agreement shall be concluded according to the project, provided in Annex 14 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.
88. In order to ensure that the Project will be implemented and the Partnership Agreement executed, the Private subject must provide *[indicate the obligations, which must be guaranteed by the Private Subject, e.g. provision of project documentation preparation / adjustment, construction, capital maintenance (related to the execution of terms and conditions for the Partnership Agreement)]* the assurance for the implementation of obligations *[indicate the value, recommended 5]* percent of the value of the implementation of the Partnership Agreement, including VAT before the signing this agreement. The guarantee must be prepared under forms in the Annex 13 of Conditions *[optionally]* or paying the same amount as a deposit to the Public Subject's bank account No. *[indicate the account number]*, *[bank name]*, and be valid at least for the period of the validity of the Agreement.

**Colour explanation:** *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.

89. Before providing the obligations performance guarantee, the Participant 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.
90. 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:
- 90.1. The guarantee is gratuitous;
- 90.2. If the Private subject does not implement or implements improperly their obligations under the Partnership Agreement, the Participant shall be responsible to the Public Subject in solidarity with the Private subject.
- 90.3.; 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;
- 90.4. 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.
91. 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.
92. 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, and (iii) other terms and conditions, which are indicated in the Partnership Agreement, will be implemented.
93. 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 COMPETITIVE DIALOGUE**

94. *[Select if the participation costs are not compensated]* Economic entities participate at their own risk and expense in this Competitive Dialogue. The Public Subject does not compensate the cost related to the participation in this Competitive Dialogue. / *Or if a part of the cost is compensated, the cost related to the participation in this Competitive Dialogue is not compensated for Candidates. Participants are compensated for [indicate the cost which are compensated and terms and conditions of the compensation].*

Colour explanation: *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.

## Annex 1 to the Conditions

### USED DEFINITIONS

<b>Salary</b>	A salary for the Private subject, which is paid to the Private subject by the Public Subject in accordance to the periodicity and terms and conditions indicated in the Partnership Agreement.
<b>CPP IS</b>	The Central Public Procurement Information System, the address: <a href="https://pirkimai.eviesiejipirkimai.lt">https://pirkimai.eviesiejipirkimai.lt</a>
<b>Participant</b>	The Candidate, who provides the Offer
<b>Data repository</b>	<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
<b>OJ</b>	The Official Journal of the European Union, the address: <a href="http://eur-lex.europa.eu/oj/direct-access.html">http://eur-lex.europa.eu/oj/direct-access.html</a> .
<b>Financial Offer</b>	The form, stated in Part B of Annex 12 to the Conditions, the offer as regards the Price, provided together with the Financial Activity Model and other substantiating documents
<b>Financial Activity Model</b>	The Financial Activity Model, drawn according to the form, provided in Annex 17 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
<b>„ Information Supplement “</b>	The Information Supplement to the Official Publication of the Republic of Lithuania “Official Gazette” (“Valstybės žinios”)
<b>Law on Investments</b>	The Law on Investments of the Republic of Lithuania (“Official Gazette”, 1999, No. 66-2127).
<b>Price</b>	The remuneration for which the Participant offers to perform the Partnership Agreement
<b>Candidate</b>	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 (“Official Gazette”, 1996, No. 86-2045; 1999, No. 66-2117; 2004, No. 4-31; 2005, No. 83-3041), 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 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

**Colour explanation:** *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.

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 Competitive Dialogue 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 Competitive Dialogue, formed by the Order No. *[number]* of the head of the Public Subject of *[date]*

**Competitive Dialogue**

The Public Subject acts under the Section 4 of the Chapter II of the Law on Public Procurement and the following conditions and conditions and organizes a procurement which aims to select a Private subject to implement the project and because of this purpose the dialogue is conducted with candidates in order to select one or more appropriate, alternative solutions, which conform to requirements of the Public Subject, as the basis for the submission of tenders by Candidates.

**Request**

Any question or request for the clarification or revision of Conditions and conditions related to the Competitive Dialogue and submitted to the Public Subject by the Candidate.

**Partnership Agreement**

This Competitive Dialogue aims to conclude agreements among the Public Subject, the Private subject, and the Candidate for the implementation of the project on the government and private partnership method as indicated in the Investment Law.

**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, which is submitted by the Participant, is final and it consists of the Technical Offer and the Financial Offer together.

**Private Subject**

The economic subject, 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
- 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]*

**Colour explanation:** *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.

6) Be registered as a VAT payer.

<b>Project</b>	The Project, implemented by the Public Subject [ <i>the name and most important characteristics / short description of the project</i> ], the description of which is provided in Annex 2 to the Conditions
<b>Conditions</b>	Conditions and their appendices for the Competitive Dialogue and as well as any revisions and answers to Candidates' Requests.
<b>Solution</b>	Under the form, which is indicated in the Appendix 9 of the Conditions and Conditions, attached documents are submitted together with the Candidate's tender for ways and means of the Project implementation described in the Appendix 2 and for revisions of the Partnership Agreement draft given in Appendix 14 in order to best meet the needs of the Public Subject with this implemented Project. Solution, which is tendered as a method for the Project implementation is not allowed to be substituted with another one during the Competitive Dialogue process.
<b>Technical Offer</b>	The form, provided in Part A of Annex 12 to the Conditions, the suggestion as regards the technical conditions for implementation of the Project, provided together with the substantiating documents
<b>Public Subject</b>	[ <i>Name, legal status, registration number and other legal requisites of the Public Subject</i> ], which, according to [ <i>state the legal basis, on which the Public Subject implements the Project by way of Public-Private Partnership</i> ], 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.
<b>Public-Private Partnership</b>	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
<b>Law on Public Procurement</b>	The Law on Public Procurement of the Republic of Lithuania ("Official Gazette", 1996, Nr. 84-2000; 2006, Nr. 4-102).

**Colour explanation:** *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.

## Annex 2 to the Conditions

### DESCRIPTIVE DOCUMENT

*[Submit a descriptive document that is equivalent to conventional technical specifications but may be less comprehensive and (or) more descriptive than normal technical specifications. It may also provide the legal, administrative or contractual conditions, which constitute part of the basis for procurement procedure implementation and proposal preparation. For example, the Annex may specify the following information:*

*Public Subject's needs to be met by the Project and the minimum requirements to be met by the implementation of the Project;*

*Analysis of the current situation;*

*The description of the Project: the possible scope of activities to be transferred; technical requirements for the expected results of the Project; established standards for works, service provision, maintenance, support, the Property transferred and newly created; deadlines; risks to be assumed by the selected private subject and other necessary information to define the purchased object under the Project.]*

**Colour explanation:** *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.

## 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](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](http://www.cvpp.lt/index.php?fileid=68&task=download&option=com_quickfaq&Itemid=71).

Requests, which are related to the performance of the qualification based selection, can be submitted no later than *[a number, at least 6, recommended - 8-10]* days before the deadline for the submission of applications.

Requests for the implementation of the Competitive Dialogue can be submitted no later than *[indicate a number]* days before the start of the dialogue stage, or *[indicate a number, at least 6]* days before the deadline for the submission of the Solution or Offer, which will be indicated in the invitation to 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 dialogue level or provision of 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.



Colour explanation: *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.

## 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. <b>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./</b></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"> <li>(i) The corresponding declaration of oath, in case it is applicable in the state of registration of the Candidate;</li> <li>(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.</li> </ul> <p>The documents, listed in this Paragraph must be issued <b>not earlier than 30 (thirty) days</b> before the deadline for provision of applications, or their period of validity must include the said date.</p>
<p>1.2. <b>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</b></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,</p>

Colour explanation: *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.

I. General requirement	Documentary proof of the requirement
<p>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>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"> <li>(i) The corresponding declaration of oath, in case it is applicable in the state of registration of the Candidate;</li> <li>(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</li> <li>(iii) The Candidate’s declaration of a free form.</li> </ul> <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 <b>not earlier than 30 (thirty) days</b> before the deadline for provision of applications, or their period of validity must include the said date.</p>
<p>1.3. <b>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/.</b></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</p>

Colour explanation: *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.

I. General requirement	Documentary proof of the requirement
	<p>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> <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; or</p> <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 <b>not earlier than 30 (thirty) days</b> before the deadline for provision of applications, or their period of validity must include the said date.</p>
<p>1.4. <b>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/.</b></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>

Colour explanation: *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.

I. General requirement	Documentary proof of the requirement
	<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 <b>not earlier than 30 (thirty) days</b> before the deadline for provision of applications, or their period of validity must include the said date.</p>
<p>1.5. <b>Recommended qualification requirement / The Candidate has not performed any serious professional violation.</b></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>1.6. <b>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/.</b></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</p>

Colour explanation: *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.

I. General requirement	Documentary proof of the requirement
	all its obligations, pertaining to payment of taxes. The documents, listed in this Paragraph must be issued <b>not earlier than 30 (thirty) days</b> before the deadline for provision of applications, or their period of validity must include the said date.
<p>1.7. <b>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/.</b></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 <b>not earlier than 30 (thirty) days</b> before the deadline for provision of applications, or their period of validity must include the said date.</p>
<p>1.8. <b>Recommended qualification requirement in case the object of procurement is attributed to the category of special structures</b>  <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>	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 certificate <sup>1</sup> .

II. The requirements regarding the economic and financial status <sup>2</sup>	Documentary proof of the requirement
<p>2.1. <b>Recommended qualification requirement, applicable to the specific object of Procurement / The volume of the Candidate's average annual construction and installation works during the</b></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 registration of the Candidate (in case the Candidate has

<sup>1</sup> 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.spssc.lt](http://www.spssc.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.

<sup>2</sup> 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.

Colour explanation: *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.

<p>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 <i>[amount]</i> million (w/o the VAT) (or in another currency)<sup>34/</sup></p>	<p>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.<sup>5</sup></p>
<p><b>2.2. Recommended qualification requirement, applicable to the specific object of Procurement</b>  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><b>2.3. Recommended qualification requirement, applicable to the specific object of Procurement</b>  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><b>2.4. Recommended qualification requirement, applicable to the specific object of Procurement</b>  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 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 <i>[amount]</i> million (w/o the VAT) (or in another currency)/.</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 shorter than 3 (three) financial years)</p>
<p><b>2.5. Recommended qualification requirement, applicable to the specific object of Procurement</b>  The Candidate must be financially capable to finance the Project. The total amount of</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</p>

<sup>3</sup> 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.

<sup>4</sup> 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.

<sup>5</sup> 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.

Colour explanation: *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.

<p>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 <i>[amount]</i> million (or in another currency)/.</p>	<p>funds or other proof of existence of funds.</p>
--	--

<p><b>III. The requirements regarding technical and professional capability<sup>2</sup></b></p>	<p><b>Documentary proof of the requirement</b></p>
<p><b>3.1. Recommended qualification requirement, applicable to the specific object of Procurement /</b>  <b>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:</b></p> <p>1) Management experience in at least one similar completed (implemented) project, relating with creation of a special structure <b>[the purpose of the structure];</b></p> <p>2) Management experience in at least one project, relating with administration of a special structure (no less than 3 years) <b>[the purpose of the structure]/.</b></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><b>3.2. Recommended qualification requirement, applicable to the specific object of Procurement</b>  <b>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 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/.</b></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 (diplomas, certificates, references and other documentary proofs of qualifications).</p>
<p><b>3.3. Recommended qualification requirement, applicable to the specific object of Procurement</b>  <b>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</b></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</p>

Colour explanation: *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.

<p>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 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><b>3.4. Recommended qualification requirement, applicable to the specific object of Procurement</b>  <b>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)/.</b></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>
<p><b>3.5. Recommended qualification requirement, applicable to the specific object of Procurement</b>  <b>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:</b></p> <ul style="list-style-type: none"> <li>- Ensuring the protection of flora and fauna at and around the construction site;</li> <li>- Prevention of leaks of any hazardous waste and dangerous chemical substances, able to damage the environment;</li> <li>- Reduction of the amount of waste, emerging at the construction site and the emitted noise;</li> <li>- Efficient use of electric energy and water/.</li> </ul>	<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><b>3.6. Recommended qualification requirement, applicable to the specific object of Procurement</b>  <b>The Candidate must have a duly implemented quality management system/.</b></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.



**Colour explanation:** *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.

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 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.

**Colour explanation:** *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.

**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 <sup>6</sup> (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 clear numeric value</i>	
4.	<i>It is recommended to state a qualification criterion with a clear numeric value</i>	
<b>The sum of factors / grades:</b>		<i>[100 / 1]</i>

<sup>6</sup> A reference list of qualification based selection criteria is provided.

**Colour explanation:** *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.

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.

**Colour explanation:** *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.

## 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 Competitive Dialogue 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 data<sup>7</sup>:

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)<sup>8</sup>:

Position, full name

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

---

<sup>7</sup>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

<sup>8</sup>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.

**Colour explanation:** *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.

By providing this application, we state that we agree with all the conditions of this Competitive Dialogue, 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:

<b>Qualification requirement<sup>9</sup></b>	<b>The documentary proof of the qualification requirement<sup>10</sup></b>	<b>The size of the qualification based selection criterion (if applicable to the specific requirement)</b>

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:

<b>The qualification requirement, the compliance with which is proven by sub-suppliers' or other economic entities' capacities</b>	<b>The name, registration number, address and contact person of the economic entity, whose capacities are used for proving the compliance</b>	<b>The provided proof as regards the availability of the necessary resources<sup>11</sup></b>

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.].*

<sup>9</sup> State the number of the qualification requirement according to Annex 4 to the Conditions:

<sup>10</sup> 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.

<sup>11</sup> 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.

**Colour explanation:** *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.

**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, Solution 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)

Colour explanation: *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.

## Annex 7 to the Conditions

### PROVISION OF THE APPLICATION

In order to express its will to participate in the Competitive Dialogue, 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 documents<sup>12</sup>

- 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, 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 16**

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

Colour explanation: *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.

<b>to the Conditions;</b>
<b>7. The Joint Venture Agreement (if applicable);</b>
<b>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);</b>
<b>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;</b>
<b>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);</b>
<b>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;</b>
<b>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;</b>
<b>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;</b>
<b>14. Specialists' declarations;</b>
<b>15. Duly confirmed copy of the environmental protection system certificate (EMAS, ISO14001 or equal) or equal document;</b>
<b>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;</b>
<b>17. Other documents, which, in the opinion of the economic entity, may be useful when evaluating its compliance with the qualification requirements.</b>

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.



**Colour explanation:** *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.

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.

**Colour explanation:** *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.

## 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.

Submitting an application the Candidate knows and understands that if this submitted declaration is false, the application, solution or tender will be rejected following the point 1 in the section 2 of the 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.

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

**Colour explanation:** *Blue* – comments or explanations, which are to be deleted;  
*Green* – alternative provisions, which do not need to be changed;  
*Red* – the information to be entered.

---

(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.

---

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

[ Public Subject's name]

[Public Subject's contact information: address, email, telephone and fax numbers]

**SOLUTION**

---

(date) (number)

---

(Place)

[Specify the title of the project]

---

(The title of the project)

The Candidate's name<sup>13</sup>

Legal entity code

VAT code

Registered office address

Address for correspondence

By making this Solution, we confirm that we have comprehensively examined the conditions published in the supplement “ Information supplement” [number] of the Official Journal “Official Gazette” (“Valstybės žinios”) No. [specify number and date] of the European Union and the CVP IS (Central Information System for Public Procurement), purchase number [purchase number] and other documents submitted during the Competitive dialogue, and we made sure that the information is accurate and complete.

We are going to hire the following subcontractors for the implementation of the Project:

Subcontractor's name	What part of Partnership contract will be implemented by the subcontractors (works, services, their estimated value)

---

<sup>13</sup> If the candidate is operating as a group of entities, this information must be provided for all members of the group. It is also necessary to specify which entity is considered the main member authorized to represent the group.


The information provided in the Solution according to the requirements set out in Article III.4 of the Conditions and other information, which we consider necessary for the efficient implementation of the Project, is presented in the annexes of this Solution.

<b>No.</b>	<b>Titles of documents attached</b>	<b>Number of pages</b>
1.		
2.		
3.		

We note that the information provided in the parts indicated below is confidential:

- 1.
- 2.
- 3.

\_\_\_\_\_  
 (Candidate's or his authorized representative's  
 function)

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Name and surname)

**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**

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.	<b>Price (P)</b>		<b>X = 50</b>
2.	<b>Technical criteria (K)</b>		<b>Y = 50</b>
2.1.	Technical efficiency of the Property (K <sub>1</sub> )		<b>Y<sub>1</sub> = 30</b>
2.1.1.	Functionality (K <sub>11</sub> )	L <sub>11</sub> - 100	Y <sub>11</sub> =15
2.1.2.	Fitness (K <sub>12</sub> )	L <sub>12</sub> - 100	Y <sub>12</sub> =10
2.1.3.	Quality (K <sub>13</sub> )	L <sub>13</sub> - 100	Y <sub>13</sub> =5
2.2.	Property operation and maintenance efficiency (K <sub>2</sub> )		<b>Y<sub>2</sub> = 20</b>
2.2.1.	Services (K <sub>21</sub> )	L <sub>21</sub> - 100	Y <sub>21</sub> =10
2.2.2.	Functionality (K <sub>22</sub> )	L <sub>22</sub> - 100	Y <sub>22</sub> =6
2.2.3.	Management (K <sub>23</sub> )	L <sub>23</sub> - 100	Y <sub>23</sub> =4
<b>Total:</b>			<b>100</b>

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<sub>min</sub>) and the price of the evaluated offer (P<sub>p</sub>) 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<sub>i</sub>):

$$T = \sum_i T_i$$

The scores of individual criteria (T<sub>i</sub>) shall be calculated by multiplying the total sum of the criterion's parameters (S<sub>s</sub>) by the comparative weight of the evaluated criterion (L<sub>i</sub>):

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

#### 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 (K<sub>1</sub>)**

- 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 (K<sub>2</sub>)**

- 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<sub>i</sub> 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.

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.



## 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](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 (it is not applicable if the original of the Offer security is in digital form) 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 copy of the Offer security is required in digital form too 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**

---

(Date) (No.)

---

(Location)

*[Name of the Project]*

---

(Name of the Project)

Name of the Participant<sup>14</sup>

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, 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 during the Competitive Dialogue 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:

<b>Project implementation conditions and requirements</b>	<b>Suggestions</b>
<i>[State the Project]</i>	

---

<sup>14</sup> 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.

<b>Project implementation conditions and requirements</b>	<b>Suggestions</b>
<i>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:

<b>Phase</b>	<b>Phase completion deadline</b>	<b>Description of the phase</b>

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

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

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.	<i>[If applicable Offer security]</i>	
2.	<i>[Other documents]</i>	
3.		
4.		

---

(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

---

(Date) (No.)

---

(Location)

*[Name of the Project]*

---

(Name of the Project)

Name of the Participant<sup>15</sup>

Legal entity registration number

The VAT Payer's number

Address of the registered headquarters

Address for correspondence

By this Financial Offer we represent and guarantee that we have got thoroughly familiarized with the Conditions, 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 during the Competitive Dialogue 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.	<b>The price of the Offer (for the entire time period of</b>		

---

<sup>15</sup> 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.

No.		Price w/o the VAT	Price w. the VAT
	the Partnership Agreement)		

The Price payment structure:

Part of the payment <sup>16</sup>	Measurement unit	Year				
		1	2	...	N-1	N <sup>17</sup>
<i>[state the parts of the payment]</i>	<i>[unit of measurement]</i>					
<i>[state the parts of the payment]</i>	<i>[unit of measurement]</i>					
<i>[state the parts of the payment]</i>	<i>[unit of measurement]</i>					
<b>Total <sup>18</sup>:</b>						

Descriptions of parts of the payment and components are defined in Annex 3 of the Agreement, called *Billing and Payment Procedures*.

The Price includes all our expenses and applicable taxes.

It should be noted that the Price in the offer shall not be considered confidential under the paragraph 1 of the Article 6 of the Law on Public Procurement of the Republic of Lithuania.

As a composite part of the Financial Offer, we attach the Financial Activity Model, prepared according to the form provided in Annex 17 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.	<i>[Leave out if a Construction Contract shall be concluded the annex to the Offer as regards the Construction Contract]</i>	

<sup>16</sup> 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]*.

<sup>17</sup> The last period of the Partnership Agreement (years).

<sup>18</sup> 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.

No.	Name of attached document	Number of pages in the document
3.		
4.		
5.		

\_\_\_\_\_  
(Position of the Participant or its authorized person)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Full name)

*[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]</i> of days.]
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]</i> of the Price of the Partnership Agreement per day
The agreed largest amount of the compensation/interest due to a delay	8.7	<i>[number]</i> % of the Price of the Partnership Agreement
<i>[The conditions as regards Paragraph 14.2 shall be left in case of advance payment according to the Construction Contract:</i>		
<i>Full advance payment</i>	14.2	<i>[number]</i> % of the amount of the accepted Partnership Agreement, however not more than <i>[state the number]</i> .]
Currency	14.2	euro (EUR)
Insurance provision deadlines:		
(a) For evidencing the insurance	18.1	<i>[number]</i> calendar days
(b) For necessary policies	18.1	<i>[number]</i> calendar days
The smallest amount of third party civil liability insurance	18.3	<i>[amount]</i> EUR

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 Guarantee Recipient 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.

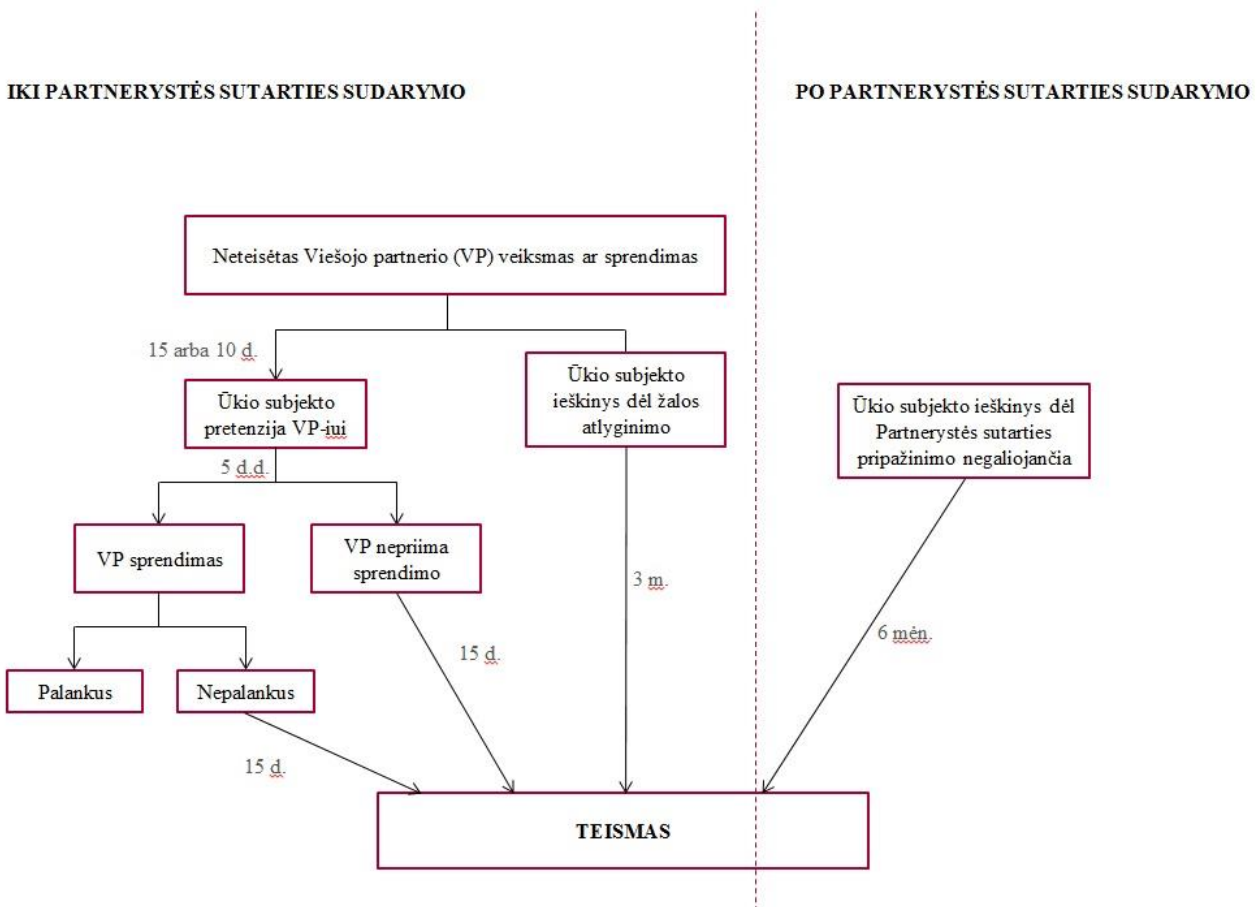
The request or complaint to the court must be provided within the following deadlines:

- (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

Neteisētas viešojā partnerio (VP) veiksma ar sprendima – Unauthorized action or decision by the Public Partner (PP)

15 ar 10 d. – 15 or 10 days

Ūkio subjekto pretenzija VP-ii – 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 Competitive Dialogue 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 Competitive Dialogue, \_\_\_\_\_ (hereinafter referred to as the **Candidate**) undertakes the following confidentiality commitments:

95. The Candidate undertakes to keep any information, received from the Public Subject during the Competitive Dialogue 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:
  - 95.1. Is universally known or publicly available;
  - 95.2. Has been received from third parties without undertaking any confidentiality commitments to the disclosing entity;
  - 95.3. Must be disclosed to third parties in order for the Candidate to participate in the Competitive Dialogue 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);
  - 95.4. Was self-sufficiently developed by the Candidate without using the Public Subject's confidential information or had been known to the Candidate previously;
  - 95.5. 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.
96. These Confidentiality Commitments shall be applicable both during and after completing the Competitive Dialogue.
97. 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]*

**REQUIREMENTS FOR FINANCIAL PERFORMANCE MODEL**

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

*The required financial indicators of the Private Subject;*

*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 14 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.]*

**SPECIFICATIONS OF SERVICES / WORKS**



The recommended annex is to be adapted to a specific project

**REQUIREMENTS FOR PROPERTY CREATION AND OPERATIONAL PLAN  
AND  
PROJECT MANAGEMENT PLAN COVERING COMMUNICATIONS, INTERESTED  
PARTIES, DOCUMENTATION AND RISK MANAGEMENT**

Property creation and operational plan (hereinafter –“the Plan”) constitutes the property creation, maintenance and management description accompanying the proposal submitted by the Participant. In accordance with the Plan, a decision will be taken on the Participant's ability and compliance with the requirements for Project implementation. The Plan must provide the manner in which the Participant is planning to implement the Project by providing construction, engineering and maintenance works, as well as property management, detailed description including the manner in which the Participant, in accordance with the requirements set out in the Specifications, will be able to implement the Project. The requirements for the Plan are specified in paragraph A.

The Project management plan, covering communication, interested parties, documentation and risk management (hereinafter –“the Project management plan”) shall be submitted together with the proposal, and it should include communication, interested parties, documentation and risk management issues, i.e., how the Participant implementing the Project intends to solve the issues indicated above. The requirements for the Plan are indicated in Part B.

The description of the issues listed in Part A must include a description of the Project implementation in the context of environmental protection standards implementation and must be prepared taking into account the existing legislation of the Republic of Lithuania and the European Union applicable to construction and environmental protection (e.g., in what manner the compliance with environmental requirements will be ensured ( Technical regulations / requirements in the construction sector STR 2 (2007/05/23): STR 2.01.01 (2): 1999, STR 2.01.01 (3): 1999, and others); in what manner Works and Services compliance with the standards set out in the Specifications will be ensured).

In view of the European Parliament and Council Directive 2010/31/EU on the energy performance of buildings, the proposed implementation of the Project must comply with the requirements for new buildings established in the Directive.

**Part A**

No.	Part of the Plan	Description <sup>19</sup>
<b>I.</b>	<b>Schedules</b>	<p>The Participant must prepare a schedule specifying the main project implementation phases and Conditions, and providing detailed reasons for the planned duration.</p> <p><b>The period of Property creation</b> and the reasons for its duration. In order to give the grounds for the planned period of Property creation, the</p>

<sup>19</sup> The description includes an exemplary list of requirements

		<p>Participant has to design a Property creation plan providing the planned process according to the main stages:</p> <ul style="list-style-type: none"> <li>● Technical design development;</li> <li>● Expertise on the technical design;</li> <li>● Obtaining building permits;</li> <li>● Preparation of working drawings;</li> <li>● Construction works by main structures and / or parts of the technical design;</li> <li>● Tooling;</li> <li>● Recognition of project usability;</li> <li>● Legal registration;</li> <li>● Commissioning;</li> <li>● Other stages that the Participant considers important.</li> </ul> <p><b>Activity period</b> and the elaboration of the main stages.</p>
<p><b>II.</b></p>	<p><b>Efficiency of technical facility</b></p>	<p>Technical characteristics of the Property must be delivered in Conditions of the following aspects:</p> <ul style="list-style-type: none"> <li>● The construction of the building; <ul style="list-style-type: none"> <li>○ External walls,</li> <li>○ Internal walls;</li> <li>○ Ceiling;</li> <li>○ Roofs;</li> <li>○ Integral structural components.</li> </ul> </li> <li>● The description of technical installation works execution in the structure. The constituent components: <ul style="list-style-type: none"> <li>○ Sewage, water and gas supply facilities;</li> <li>○ Heating installations;</li> <li>○ Technical ventilation equipment;</li> <li>○ High, medium and low-voltage equipment;</li> <li>○ Telecommunications and technical information transmission equipment;</li> <li>○ Lifting and transportation facilities;</li> <li>○ Special use facilities;</li> <li>○ Building automation.</li> </ul> </li> <li>● The description of technical and engineering safeguards installation. The constituent components: <ul style="list-style-type: none"> <li>○ Safety engineering;</li> <li>○ Access control;</li> <li>○ Video monitoring.</li> </ul> </li> <li>● The description of equipment and other elements installation work performance. The constituent components: <ul style="list-style-type: none"> <li>○ Promenades;</li> <li>○ Environment;</li> <li>○ Strengthened surfaces;</li> <li>○ Building constructions of exterior facilities;</li> <li>○ Technical systems of exterior facilities;</li> </ul> </li> </ul>

		<ul style="list-style-type: none"> <li>● The description of other components installation/development. The constituent components: <ul style="list-style-type: none"> <li>○ Equipment;</li> <li>○ Interior.</li> </ul> </li> <li>● The cyclical nature of the infrastructure operation and its rating. The constituent components: <ul style="list-style-type: none"> <li>○ Structural system, heating and hot water systems;</li> <li>○ Ventilation systems,</li> <li>○ Water supply and sewage systems,</li> <li>○ Drinking water sampling;</li> <li>○ Electrical internal and external network systems;</li> <li>○ Fire protection systems;</li> <li>○ Security systems;</li> <li>○ Energy efficiency.</li> </ul> </li> <li>● Submit the descriptions on the general construction-related issues: <ul style="list-style-type: none"> <li>○ The installation of zero-emission technologies in the Property created (whether such technologies will be installed);</li> <li>○ The creation of the Property complying with the requirements of safe and clean environment;</li> <li>○ The functionality and productivity of the Property created (e.g., the possibility to serve a larger number of users in 5 years), the possibility of upgrading;</li> <li>○ The access to the building for transport and people;</li> <li>○ The architecture of the building facade;</li> <li>○ Lighting;</li> <li>○ Other related issues.</li> </ul> </li> <li>● The period of the duration and lifecycle of the Property and its components: <ul style="list-style-type: none"> <li>○ The detailed description of the lifecycle of the Property and its individual components, reinvestment demand, the expected ways to monitor the Property, the Participant’s activities that will ensure the proper condition and performances of the Property in order to provide timely renewal and change of its components that have completed their lifecycle.</li> </ul> </li> <li>● The development of the infrastructure, its durability and maintenance quality: <ul style="list-style-type: none"> <li>○ The description of the material used for the creation of the infrastructure, the facilities intended to be installed, their quality parameters, performances, durability and other information that will enable the Contracting Authority to evaluate the Proposal.</li> </ul> </li> </ul>
<b>III.</b>	<b>Operational efficiency</b>	<p>The description must include details of these operational aspects of Service provision:</p> <ul style="list-style-type: none"> <li>● The description of technical and engineering services;</li> </ul>

		<ul style="list-style-type: none"> <li>● The description of the building technical equipment safeguards maintenance;</li> <li>● Public utility services and system maintenance: <ul style="list-style-type: none"> <li>○ Electric power supply and system maintenance;</li> <li>○ Heat supply and system maintenance;</li> <li>○ Ventilation supply and system maintenance;</li> <li>○ Hot and cold water supply and system maintenance;</li> <li>○ Waste water disposal and system maintenance.</li> </ul> </li> <li>● Buildings and area cleaning and waste disposal services: <ul style="list-style-type: none"> <li>○ Routine cleaning works;</li> <li>○ Emergency treatment works;</li> <li>○ Cleaning of all parts of premises;</li> <li>○ Cleaning of furniture, fasteners and equipment;</li> <li>○ Waste treatment and disposal.</li> </ul> </li> <li>● Site management services: <ul style="list-style-type: none"> <li>○ Grassed areas maintenance;</li> <li>○ Trees, ornamental plants, shrubs and foliage maintenance;</li> <li>○ Pavement cleaning;</li> <li>○ Parking lot cleaning;</li> <li>○ Maintenance of other outdoor areas.</li> </ul> </li> <li>● Also, the description must include the following issues: <ul style="list-style-type: none"> <li>○ Outdoor planting;</li> <li>○ Lawn installation;</li> <li>○ Planting of trees and shrubs, flowerbeds installation;</li> <li>○ Garbage disposal;</li> <li>○ Snow removal during the winter;</li> <li>○ Other.</li> </ul> </li> <li>● Subject to the requirements laid down in the Specifications the following items must also be described: <ul style="list-style-type: none"> <li>○ Catering Services;</li> <li>○ Laundry services;</li> <li>○ Implementation of social programs;</li> </ul> </li> <li>● Security, attacks and fire alarm systems supervision: <ul style="list-style-type: none"> <li>○ Video surveillance monitoring;</li> <li>○ Intrusion alarm monitoring;</li> <li>○ Attack alarm monitoring;</li> <li>○ Building administrative premises alarm monitoring;</li> <li>○ Service of Operative Activities alarm monitoring;</li> <li>○ Drug storage facilities alarm maintenance,</li> <li>○ Fire alarm systems maintenance,</li> <li>○ Smoke removal systems maintenance;</li> <li>○ Intercom maintenance.</li> </ul> </li> <li>● The management standard of Services provided that describes: <ul style="list-style-type: none"> <li>○ Contract management;</li> </ul> </li> </ul>
--	--	--

		<ul style="list-style-type: none"> <li>○ Regular improvement of operating systems;</li> <li>○ Repairs;</li> <li>○ Cleaning services,</li> <li>○ Property management services;</li> <li>○ Emergency planning;</li> <li>○ Environmental management;</li> <li>○ Security;</li> <li>○ Moving objects to the new building and provision of information.</li> </ul> <ul style="list-style-type: none"> <li>● Regular execution of Property maintenance, asset maintenance (their cyclical nature), which include: <ul style="list-style-type: none"> <li>○ Periodical monitoring and inspection of the Property;</li> <li>○ Defects and failures identification and troubleshooting;</li> <li>○ The depreciation and renewal of the infrastructure;</li> <li>○ Repairs (current and major).</li> </ul> </li> </ul>
<b>IV.</b>	<b>Other issues</b>	<p>The detailed description provides the essential aspects to be ensured through the entire period of the Project implementation:</p> <ul style="list-style-type: none"> <li>● Issues related to subcontractors and the process of their control (describe the ways in which the quality of subcontractors works will be ensured and the work control will be carried out; what kinds of reports will be required from subcontractors and how often they will be required);</li> <li>● The quality of Project implementation;</li> <li>● Warranty issues;</li> <li>● Possession of valid licenses and permits ;</li> <li>● Conformity with certified requirements;</li> <li>● Standards of appropriateness;</li> <li>● Other.</li> </ul>

It should be noted that the Participant submitting the Plan may refer to other significant aspects of the Project, including but not limited to the requirements laid out herein, based on which the contracting authority will be able to evaluate the Proposal in more detail.

## Part B

<b>No.</b>	<b>Part of the Plan</b>	<b>Description</b>
<b>I</b>	<b>Communication</b>	The description provides the ways in which the communication and cooperation between all the suppliers and subcontractors participating in the Project will take place (the description must specify whether a person will be appointed who will be in charge of the information change issues; in what ways meetings will be organized to discuss the progress of the Project and related issues); reporting; the frequency of discussions between the Public Subject and the Participant; the measures that will be applied to carry out communication; the manner in which the communication timeliness and

		efficiency will be ensured and so on.
<b>II</b>	<b>Interested parties</b>	<p>This section should indicate the ways in which the communication with interested parties (third parties) will take place during the Project implementation period. The following information must be indicated:</p> <ul style="list-style-type: none"> <li>● In what ways information about the Project will be provided for the interested parties;</li> <li>● In what ways disagreements between the participants and interested parties will be resolved;</li> <li>● How the issues related to the provision of information to the Public Subject will be solved.</li> </ul> <p>It must also be indicated whether a person will be appointed who will be responsible for providing information about the Project to the interested parties or the media.</p>
<b>III</b>	<b>Documents</b>	<p>The Participant must indicate in what way and at what frequency he is going to provide information for the Public Subject about the Works executed and Services provided:</p> <p>The Participant must also provide the following information:</p> <ul style="list-style-type: none"> <li>● How will the reports on Property creation works and Service provision be prepared;</li> <li>● Will there be a database created for the Public Subject to control the Participant's activities by creating a possibility to assess the data through an electronic connection;</li> <li>● How will the information on the activities performed in the Participant's organization be documented and collected, and how will the information traceability and quality be ensured.</li> </ul>
<b>IV</b>	<b>Risk Management Plan</b>	<p>Risk Management Plan should include the following:</p> <ul style="list-style-type: none"> <li>● Risks at the time of the Property creation;</li> <li>● Risks at the time of Service provision;</li> <li>● Risk profile, identification, exposure to risks, their financial implications and their impact on the Project schedule, the planned risk management measures.</li> </ul>

It should be noted that the Participant submitting the Plan may refer to other significant aspects of the Project, including but not limited to the requirements laid out herein, based on which the contracting authority will be able to evaluate the Proposal in more detail.

The recommended annex applies only to a specific project and only if the qualification requirements specified are applicable

**Annex 22 to the Conditions**

**INFORMATION ON THE CONTRACTS WHICH HAVE BEEN EXECUTED BY THE CANDIDATE**

The information about the contracts which have already been executed by the Candidate over the last 5 years (if the Service provider has been operating for less than 5 years - since its registration date) is provided in sections [specify sections] of Table II “The Requirements for the Economic and Financial Standing” provided in Annex 4 to the Conditions.

<b>Candidate</b>	
<b>Candidate member (s)</b>	
<b>Qualification requirement</b>	<p>Select one requirement containing the information on the Projects corresponding to this individual requirement:</p> <p>Requirement 2.1 for information on the economic and financial standing or          Requirement 2.4 for information on the economic and financial standing or          Requirement 2.5 for information on the economic and financial standing</p>
<b>Project serial number</b>	(numbered in sequence starting with 1)

<b>Information</b>	<b>Answers</b>
<b>Project title</b>	Project information including the official name of the project and the contract number.
<b>Project location</b>	Country, city, street, plot or area, where the project will be implemented.
<b>Client</b>	Client's name.
<b>Client's contact information</b>	Client's basic contact information: name and surname, title, role in the Project, phone numbers and e-mail address. By providing this information, the Candidate entitles the Contracting Authority or its representatives to contact the contact persons for any matters, including requests for information and documents related to the Competitive dialogue.
<b>The term of the contract</b>	The start date of the contract, the end date of construction and administrative service provision term, the expiry date of the contract.
<b>The duration of Candidate's participation in</b>	The start date of Candidate's participation term, the duration of his participation.

<b>the project</b>	
<b>The description of the project</b>	<i>The value and amount of investment.</i>
<b>The current situation of the project</b>	<i>Describe the current situation of the project by outlining the main steps implemented.</i>
<b>The model of the contract</b>	<i>Specify the structure of the contract: e.g., partnership,, design-construction, construction, etc.</i>
<b>Role (s) in the project</b>	<i>Roles, duties and responsibilities under the project.</i>
<b>Other information</b>	<i>Any other information that the Candidate considers important for assessing the Candidate's qualifications.</i>