
**TERMS OF THE INVITATION TO TENDER FOR
GRANTING A CONCESSION TO SELECT A
CONCESSIONAIRE FOR IMPLEMENTATION OF THE
PUBLIC AND PRIVATE PARTNERSHIP PROJECT
*[PROJECT NAME]***

*[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.

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ANNEXES:

0 Definitions

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I. INFORMATION ON THE IMPLEMENTATION OF THE PROJECT

1. *[Brief description of the project and presentation of the area where the project is carried out].*
2. *Context of the implementation of the project, the need for the project and its importance.*
3. *The goals of the implementation of the project.*
4. *A short description of the PPP implementation model (Build-Transfer-Operate, Build-Operate-Transfer, Design-Build-Finance-Operate) and its reasons for the choice.*
5. *Description of the Basic conditions for implementing the project:*
 - 5.1. *Partnership (concession) contract duration;*
 - 5.2. *Project Object (works, services, required investment);*
 - 5.3. *what assets (status, legal status, potential problems) and in what manner, on what rights will be transferred to the Concessionaire;*
 - 5.4. *property rights on the transferred or newly created property issues;*
 - 5.5. *the summary of the risk between the contracting institution and distribution of the concessionaire;*
 - 5.6. *by what means and in what manner the implementation of the project will be funded;*
 - 5.7. *[if applicable structure of payment for the project implementation (including profit sharing in the laid down cases);]*
 - 5.8. *[if applicable work performance terms, requirements for them;]*
 - 5.9. *services provision terms, requirements and means of presentation;*
 - 5.10. *invoke of subcontractors and outsourcing possibility;*
 - 5.11. *required prohibitions;*
 - 5.12. *minimum requirements for the maintenance and monitoring of the implementation of the project;*
 - 5.13. *entity responsibility principles;*
 - 5.14. *operators and third-parties assurance requirements;*
 - 5.15. *Repayment of project assets at the end of the partnership (concession) contract;*
 - 5.16. *other important information about the project for potential investors.]*

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II. GENERAL REQUIREMENTS

1. AWARDING AUTHORITY

6. The project is *[name and requisites of the Awarding Authority]*. The Awarding Authority is *[specify legal status, main activities / functions, on what legislation the Awarding Authority is obliged to provide them]*. The Awarding Authority is implementing the project in accordance with *[indicate on what basis the Awarding Authority is considered to be Awarding Authority as defined by the Law on Concessions]* provided rights.
7. Awarding Authority contact person for information on the tender conditions and procedures – *[position of authorized person, the name, address / e-mail address, telephone and fax numbers]*.

2. REQUIREMENTS FOR IMPLEMENTATION OF THE PROJECT

8. The Awarding Authority intends to select the Participant. Participant incorporated or formed entity (Concessionaire), which becomes the party of the partnership (concession) and carries out its set activities, implements the project. To this end a partnership (concession) agreement will be made between the Participant and the concessionaire.
9. The Awarding Authority is seeking that the Project:
 - 9.1. for the project to be implemented effectively, in good quality, in compliance with all legal requirements, on the basis of good business practice and foreign experience;
 - 9.2. ensure its objectives *[specify the objectives]* achievement;
 - 9.3. *[according to the specification to specify other requirements of the Awarding Authority to the project]*.
10. Design specifications and requirements for the implementation of the conditions are attached in the 2nd Annex. The participant is requested to submit an *[if the Preliminary Proposals are suggested Preliminary / if the Preliminary Proposals are not suggested Detailed]* Proposal and signed the Confidentiality pledge, The Awarding Authority will have the option to present the documents related to the Project. (*[list the following data – for example, feasibility Studies, territorial plans, excerpts of related contracts, the disclosure of which will not have a negative impact on negotiations and without prejudice to the interests of the Awarding Authority, and so on.]*).
11. *[Select Implementation of the project will be funded from [indicate the sources of financing, implementing program]. [Select for this purpose [select appointed / or expected to receive] [specify the amount of funds and their specification according to financing sources]. / or funds for implementation of the project will be allocated from the budget of the Awarding Authority]*.
12. The project is not divided into parts and will be implemented in full. The Awarding Authority will reject proposals for individual parts of the project,.
13. The project will be implemented *[specify deadline, no later than 25 years from the partnership (concession) contract takes effect.] [If applicable Partnership (concession) contract implementation includes the following stages:*
 - 13.1. *[description of the first stage, its duration or date of completion]*;
 - 13.2. *[description of the second stage, its duration or date of completion]*;
 - 13.3. *[. . .]*

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14. Detailed *[if the Partnership (concession) contract will be provided in the stages Partnership (concession) contract stage]* implementation requirements will be managed in Partnership (concession) contract *[if applicable, taking into account the proposals of the participants on the implementation of the Project]*.

3. FUNDAMENTAL CONCESSION CONTRACTING TERMS

15. The following terms for contracting the concession are fundamental and cannot be changed during the project:
 - 15.1. *[if expected Awarding Authority payments are higher than the amount allocated to the implementation of the Project, Price settlement]*;
 - 15.2. property rights for the partnership (concession) contract performance transferred *[if applicable, or newly created during the performance]* property issues;
 - 15.3. longer Partnership (concession) contract durations than 25 years;
 - 15.4. *[specify the other terms in accordance with the Specifications and partnership (concession) contract project, which will not be negotiated]*.

4. INFORMATION ABOUT CONCESSIONAIRE SELECTION

16. The concessionaire is selected and the concession is tendered by the open call for tenders. This method is regulated by the Law on Concessions, Chapter III. This method was chosen due to the fact that *[specify the selection procedure by way of tender motives]*.
17. Announcement on the competition was published *[year]. [month] [day]* in “Information supplement” No. *[number]* *[if the tender notice was published elsewhere, and [other sources, where the information on the competition was published]]*.
18. *[If the terms are published in Awarding Authority's website, the Terms can also be find at the website of Awarding Authority's [address].]*
19. The competition is carried out by the Commission. It consists of *[number of members]* members who have signed a Confidentiality commitment and a Declaration of impartiality. All Commission meetings are recorded. The Awarding Authority has the right to invite *[specify remit]* experts in order to advise the Commission on issues requiring special expertise, or to assess them. Experts involved in the work of the Commission take part at work only after have signed a confidentiality commitment and a declaration of impartiality.
20. The competition is guided by principles of equality, non-discrimination, mutual recognition, transparency, proportionality and the principles of rational use of funds, the Law on Investment, Law on Concessions, the Civil Code of the Republic of Lithuania, as well as others with the contract of a concession related legislation and these Terms.
21. All participants are applied to the same requirements, providing equal opportunities and, as far as possible taking into account the confidentiality of information, the same information is delivered.
22. The Awarding Authority may change the terms or cancel the Tender, but only in the period since publication of the Terms to the first half of the date of Terms of comprehensive proposals. If the Awarding Authority will decide to take advantage of their rights under, it will be notified to all the participants and announced in “Information supplement” *[if terms are published elsewhere also and [specify other ad sources]]*.
23. The Awarding Authority will notify about the changes to the Terms and (or) the extension of the time-limits in the same manner as tender terms has been announced.

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24. Any information, clarifications of terms, messages or other correspondence between concerned Awarding Authority and the business entities are carried out *[specify means of correspondence]*.

5. EXPLANATION OF TERMS AND ADJUSTMENT

25. If any questions on this Tender or its Terms will arise, or would be required the explanation or clarification, the stakeholders in accordance with Annex 3 of Terms may submit a request to the Awarding Authority. Responses to requests will be submitted to the procedure laid down in this Annex and will be considered an integral part of the Terms.
26. The Awarding Authority will deliver the response to application to all participants at the same time; however, it will ensure the protection of confidential information and will not disclose who lodged the application.
27. The Awarding Authority under the terms set out in Annex 3 can give the tender and its terms explanation or clarifications on its own initiative.
28. The Awarding Authority may hold meetings with each participant for Terms explanation. Each participant will be informed separately about the date and time. The issues of the meetings will be discussed in advance according to the prescribed manner in article No 24 of the terms. Minutes of each meeting will be presented to all participants, but without disclosing the identities of participants of the meeting and ensuring the protection of confidential information.

6. PROTECTION PROCEDURE OF VIOLATED LAW

29. The participant, who believes that the Awarding Authority's actions or decisions violate participants' legitimate interests, have the right to use remedies set out in Annex No 14 of the Terms.

III. IMPLEMENTATION OF TENDER

1. TENDER PROCESS AND INDICATIVE SCHEDULE

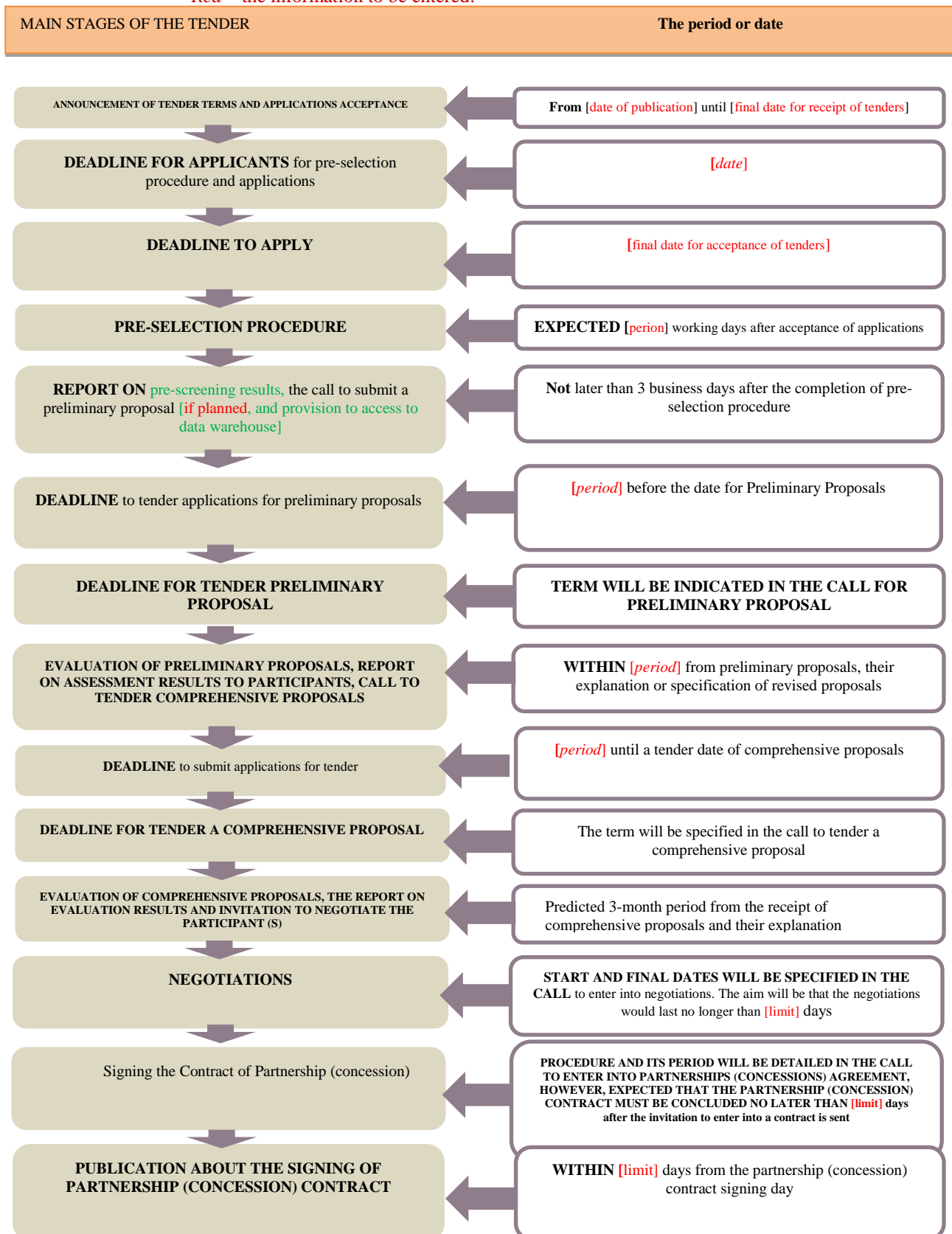
30. The following is an indicative schedule of the tender procedures. Schedule indicated time-limits may vary depending on the received applications and the number of Proposals, tender process, received applications from participants, claims, the need to define the terms and their annexes, etc. The terms will be extended for the length of time the Contracting Awarding Authority is necessary to carry out the necessary procedures and the extent reasonably necessary for the stakeholders properly assess the information delivered by the Awarding Authority.
31. The extension of the time-limit for submission of proposals or applications will be informed to all stakeholders and published in the „Information supplement " *[if intended publication in other sources also and [specify the place of publication]]*. If necessary, the information given in the advertisement on tender will be revised.
32. *[if planned to organize a conference]* The Awarding Authority after the publication of terms may organize Information day, where all interested to participate in the tender business entities would be invited. Information about Information day is published *[point the source of ad]*, interested business entities have the right to deliver to the Awarding Authority the questions about the performance of the tender, terms and Projects in advance *[specify means]*.
33. The Awarding Authority will notify the interested participants individually on the other separate action dates and terms.

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*[Table is left, if the preliminary proposals are proposed]*¹

¹The following table sets out the dates, times, terms as exemplary list

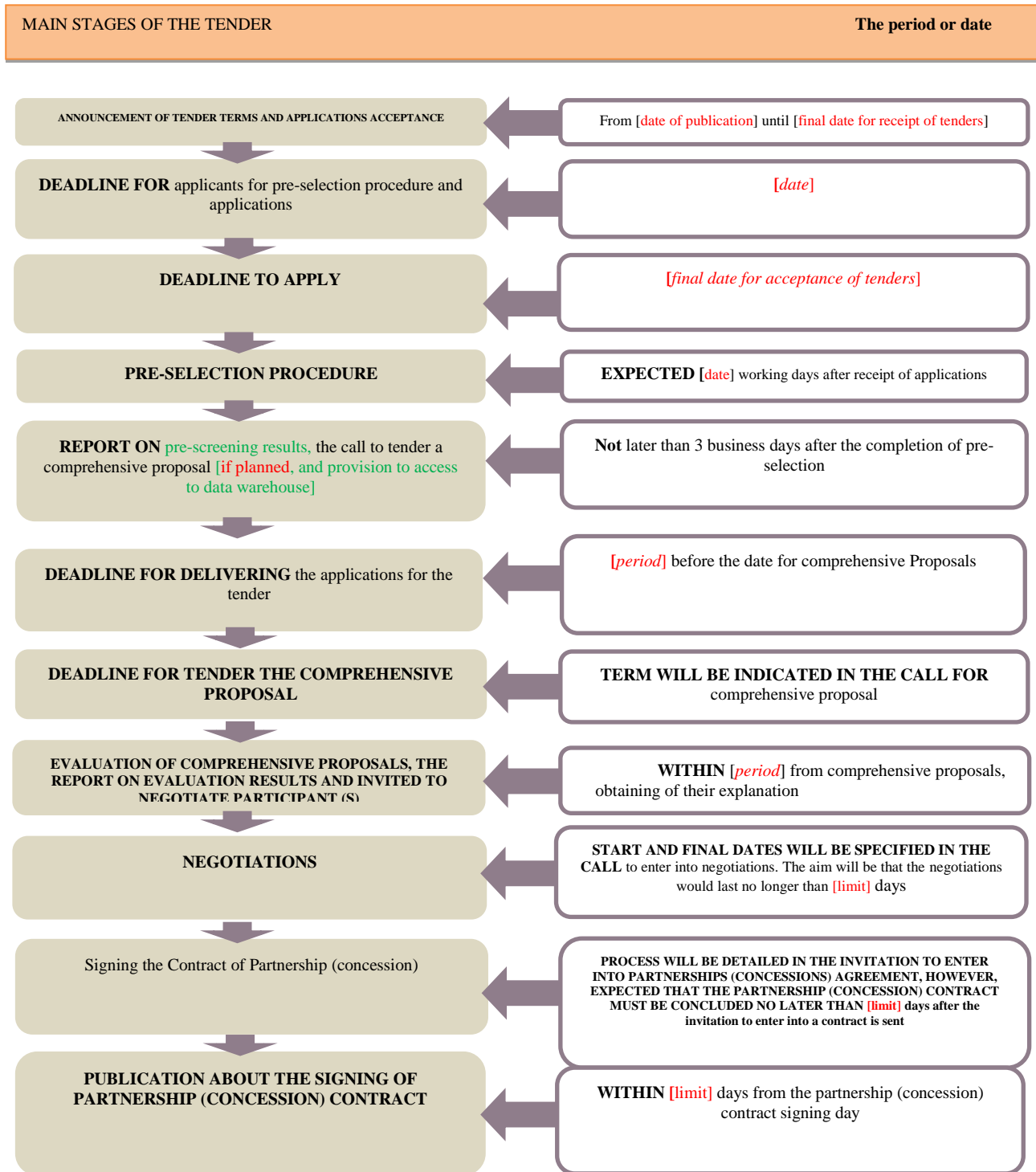
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The Awarding Authority reserves the right to change the conditions of the tender or withdraw the tender for the period from tender conditions publication to a comprehensive proposal date.

[Table is left, if the preliminary proposals are not proposed]



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2. THE PRE-SELECTION PROCEDURE

ENTITIES, POTENTIAL TO APPLY

34. The application for participation in the tender may deliver independent business entity or group of business entities that can be a Participant and corresponding pre-selection criteria specified in Annex 4 of the Terms.
35. If group of business entities candidate to take part in the competition, then:
 - 35.1. the leading person and executive member of the leading person must be specified in the application. The authorities on behalf of the group of business entities to carry out all the competition procedures necessary actions must be delivered to this person;
 - 35.2. a joint operating agreement must be tendered together with the application, which would clearly indicate assigned liabilities of each member of the group realizing the project. The agreement must tender solidary responsibility of all joint activities of all the parties for the obligations to Awarding Authority or by the partnership (concession) contract improper execution. In the absence of satisfactory joint venture agreement, the application will be rejected;
 - 35.3. the entities, forming the business entity group, will not be able to submit the application or participate in the competition individually or with others, or to be another participant sub-suppliers, whose capacities the tenderer relies on its compliance with the qualification requirements. In the case of failure to comply with this requirement, the Awarding Authority all such applications and (or) proposals will reject.

CONTENT OF APPLICATION

36. Business entities, meeting the pre-selection criteria, must submit the application to the Awarding Authority under the form set out in Annex 6 of the Terms, adding to it all of their compliance with the pre-selection criteria for supporting evidence. Checklist and requirements of the documents to be submitted with the application for the submission of applications are delivered in Annex 7 of these Terms.
37. The pre-selection criteria are specified in Annex 4 of the Terms. Compliance with the pre-selection criteria can be based on the partnership (concession) contract execution deployed business entities (subcontractors) or the capacities of other business entities also, but these entities must comply with the requirements tendered in Annex 4 of these Terms.

APPLICATION TIME-LIMIT

38. The application along with accompanying documents must be submitted by *[year]*, *[month]*, *[day]*, *[h., min]*. After the set deadline, to submit the applications is no longer available.

3. PRE-SELECTION PROCEDURE

39. After receiving the applications, the Awarding Authority, in accordance with the order and criteria set in Annex 5 of the Terms, will carry out pre-selection procedure and identify the participants, meeting the selection criteria.
40. Participants are required to submit the documents, ensuring the compliance with all the pre-selection criteria, and to ensure the accuracy of the information. If compliance certifying supporting documents has not been submitted, the Awarding Authority will reject the Participant's application.

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41. The Participants are required to submit all compliance with the pre-selection criteria certifying documents according to the forms of documents tendered in Terms, except where the form of such documents is not delivered.
42. If compliance with the pre-selection criteria, certifying data will be presented, but if they are inaccurate or incomplete, or submitted in non-accordance with the form provided in the Terms, the Awarding Authority will ask the participant to supplement or explain the following data. In order to do so, the Awarding Authority for the participants will provide a reasonable period. If for justified reasons the participant should need more time, the given time-limit can be extended. However, if within the prescribed time limit specified in inaccurate or incomplete data about compliance with the pre-selection criteria will not be available, the Awarding Authority will reject the application submitted by the Participant.
43. The Awarding Authority shall inform each entity about pre-selection results in “Information supplement” [*if planned to publish elsewhere* and [*specify where and by what means the list will be published*]] announcing an alphabetical list of the participants, who are invited to present [*if the preliminary proposals will be tendered / if there will not be preliminary proposals Comprehensive proposals*]. The Awarding Authority to the Participants who meet the pre-selection criteria, will issue a call for [*if applicable Preliminary / if Preliminary proposal is not applied Comprehensive*] proposal [*if data warehouse will be created* and for those participants who have signed confidentiality obligations, attached in Annex 15 of the Terms, give access to the data warehouse. the Awarding Authority will identify data warehouse use regime in the call].
44. [*If the preliminary proposals are tendered In the case the pre-selection criteria will be corresponded by only one participant, the Awarding Authority has the right to immediately invite this participant to submit Comprehensive proposal.*]
45. If the pre-selection criteria is corresponded by less than [*specify the number, recommended 3*] Participants, the Awarding Authority has the right to cancel the tender. The Awarding Authority also has the right to cancel the tender in the first half period of the terms of the tender announcement and the date of submission of a complete proposal.
4. [*THIS PART IS LEFT, IF TENDERED PRELIMINARY PROPOSAL PRELIMINARY PROPOSAL SUBMISSION*]

CONTENT OF PRELIMINARY PROPOSAL

46. Participants, who are invited to participate in the following tender procedures and submit a preliminary proposal, will have to provide it under the Terms set out in Annex 11 of the form. Together with the Preliminary proposal a list of related companies must be provided under the conditions set out in Annex 17 of the Term, which must be immediately reinstated if the change in the associated company is made. Also, together with preliminary proposal, Participants must present preliminary financial business model, established in the form in accordance with the Terms set out in Annex 16. Comprehensive requirements for the submission of proposal are indicated in the Annex 10 of these Terms.
47. The preliminary proposal must have:
 - 47.1. Comments and suggestions on the project specifications and requirements for their implementation, including a set of safety and environmental protection requirements;
 - 47.2. Comments or reservations for terms, mentioned in Partnership (concession) agreement project;

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- 47.3. [*Choose the applied preliminary Price / or [if applicable, and a combination of both and] Preliminary Tax*];
- 47.4. preliminary financial business model;
- 47.5. [*to indicate other issues for participants to discuss on the Preliminary proposal*].
48. [*to choose the applicable Price / or [if applicable a combination of both and] Tax*] must be reflected [*specify the manner the price to be reflected or (and) Tax - periodic fixed or variable according to the selected or regulated payment rate, a one-time deferred payment, duties or charges for services provided by the concessionaire or the optional combination*]. The proposed [*to choose the applicable Price / or [if combination of both is applicable and] Tax*] must include all costs and all taxes and charges according to preliminary proposal submission existing or known with the entry into force of the Republic of Lithuania laws and regulations.
49. The proposed [*to choose the applicable Price / or [if applicable a combination of both and] Tax*] the Awarding Authority will evaluate [*specify currency*]. Therefore, if [*choose the applicable Price / or [if applicable a combination of both and] Tax*] will be in indicated foreign currency, [*select it /or them*], the Awarding Authority will recalculate [*specify currency*] by the Bank of Lithuania set and published [*specify currency*], and the foreign currency exchange rate on the day of the proposal submission deadline.
50. The preliminary proposal may indicate that it contains confidential information. However, characteristic of the proposal cannot be considered as confidential information, which is an evaluated assessing comprehensive proposal.
51. The Awarding Authority reserves the right to disclose the confidential information in the proposal to the Commission members and invited experts, head of the Awarding Authority and its authorized persons, as well as in the cases provided by law or authorized by the request of the supervisory authorities. In such cases, the participant will not be able to keep the Awarding Authority responsible for the disclosure of confidential information.

DURATION OF PRELIMINARY PROPOSAL

52. The proposal must specify its duration, which shall not be less than [*specified time limit*] days from the closing date for the submission of preliminary proposal. The Awarding Authority may ask participant to extend it to a specified time, but to do so for participants will not be mandatory. In such cases, the participants will be considered as having withdrawn from the competition.

PRELIMINARY PROPOSAL SUBMISSION TERM

53. Preliminary proposal must be submitted within the call for preliminary proposals specified period, in accordance with the requirements set out in Annex 10. By the deadline the Participants have the right to alter and / or withdraw its preliminary proposals. One participant may submit only one preliminary proposal. If more than one proposal will be provided, the Awarding Authority will reject any such proposals.

PRELIMINARY ASSESSMENT OF THE PROPOSAL

54. Upon receipt of preliminary proposals, the Awarding Authority will invite each Participant individually to explain and discuss them. The Awarding Authority may propose, within reasonable time to update the Preliminary proposals, but this proposal is not binding on the Participants.

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55. The Awarding Authority with all Participants having discussed their Preliminary proposals and received explanations and, if necessary, the updated Preliminary proposals, no later than [*specify the time recommended for up to 60 days*] days, under the Terms set out in Annex 9 of the assessment procedure and criteria will make the assessment of Preliminary proposals corresponding to requirements.
56. The alphabetical list of Participants whose preliminary proposals comply with the Term requirements will be published in the " Information supplement " [*if expected to be published in other sources, and [specify other publication sources]*]. Participants on the preliminary results of the tender evaluation will also be informed [*specify the manner in which the participants will be informed*]. Participants with positively evaluated preliminary proposals together with the announcement of the results of the evaluation of tenders will receive an invitation to submit Comprehensive proposals.
57. In the event of a positive assessment of only one Preliminary proposal and presented participants agreed to consider this proposal for details of the Proposal, the Awarding Authority shall be entitled to invite the Participant immediately to the negotiations. The Participant set on the basis of this article coming to negotiation must submit a tender security of terms laid down in articles 68-69 of Terms for a [*set time-limit*] period.
58. The Awarding Authority has the right to specify the terms under preliminary evaluation of proposals.

5. SUBMISSION OF DETAILED PROPOSAL

CONTENT OF DETAILED PROPOSAL

59. Participants invited to submit a Detailed proposal would fill it according to form as it is laid down in Annex No. 11 of Conditions. Requirements for submission of Proposal are specified in the Annex No.10 of these Conditions..
60. It must be described in Detailed proposal:
 - 60.1. proposals for technical conditions of the Project and its implementation, including provided requirements for safety and environmental protection.
 - 60.2. [*Select applicable*Price/*or [if it is applicable a combination of both*and] Fee]
 - 60.3. Financial business model together with funders' obligations for financing of Project implementation, if it would be offered for the Tenderer to enter in the Partnership (concession) contract;
 - 60.4. [*if Preliminary proposal is not submitted, list of related companies*according to form as it is laid down in Annex No. 17, which should be updated immediately, if related companies would be changed;]
 - 60.5. [*specify other information that Participants have to specify in Detailed proposal*];
 - 60.6. The Project of the Partnership (concession) contract, which the participant would be ready to sign without any changes..
61. [*If Preliminary proposals will not be submitted [Select applicable*Price/*or [if it is applicable a combination of both*and] Fee] must be expressed in [*specify, how the price must be expressed or (and) specify information about the Fee: periodically fixed or variable according to whether the selected or set indicators payment, one- time postponed payment, charges or payments for services supplied by Concessionaire or selected combination of both*]. It is necessary to include into the [*select applicable*] proposed price *or*[*if it is applicable combination of both and*]Fee] all

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expenses and all valid obligatory taxes and charges, or it is known that they will be obligatory in the future according to laws and other legal acts of the Republic of Lithuania.

62. Awarding authority shall evaluate the [*select applicable* proposed price *or*[if it is applicable combination of both and]theFee] in [*specify the currency*]. If [*select applicable* proposed price *or*[if it is applicable combination of both and]theFee] is expressed in foreign currency, [*select*Price /or Fee /orBoth]will be recalculated in [*specify the currency*] by Awarding authority according to set and announced by Lithuanian Bank exchanges rates between the [*specify the currency*] andthisforeign currency on the day of submission of this proposal.]
63. [If the Awarding authority pays the Price and decides to apply this base for rejection of submissions Proposed Price would not exceed the available amount [*specify the currency*] for Project implementation [*expected maximum value of the Project*]. If the priceis higher, Awarding authority has right to reject such proposal.]
64. It is allowed to specify confidential information in the Detailed proposal. But proposal's characteristics for evaluation of Detailed proposal can not be confidential information.
65. Awarding authority has the right to disclose confidential information specified in Detailed proposal to members of Commission and to invited experts, manager and authorised persons of Awarding authority, also in cases provided by the laws and according to request of authorized control institutions. In such case Tenderer will not have right to keep Awarding authority responsible for disclosure of confidential information.
66. [*If it would be submitted Preliminary proposal*Conditions offered in Detail proposal according to evaluation criteria set in the Annex No. 9 of Conditions can not be lower than those proposed in the Preliminary proposal, otherwise the Awarding authority will reject such proposal, unless the Awarding authority separately approves offered conditions in Detailed proposal.]
67. Submitted Detailed proposal must be unconditional and acceptable for the Tenderer without any changes.

[IF IT IS REQUIRED FOR THE SECURITY OF PROPOSAL'S VALIDITY

THE SECURITY OF PROPOSAL'S VALIDITY]

68. All Tenderers together with a Detailed proposal has to submit the security of proposal's validity for [*amount*] litas. Security must be drafted according to form of Annex No 12 of Conditions and must be valid for at least than the Proposal [*optionally*, or to pay the same amount as a pledge into Awarding authority account [*specify IBAN*], [*bank name*]]. If the Tenderer do not present the required security, Detailed proposal will be rejected.
69. The Awarding authority immediately, but no later than 7 days, will return to the Tenderer the security or the pledge of Detailed proposal's validity, if: (i) proposal will expire, if according to Awarding authority request, Tenderer will not agree to prolong the deadline of proposal, (ii) it will be signed Partnership (concession) contract, (iii) awarding authority will cancel the Tender or (iv) will be rejected all proposals of the Tenderers]

PERIOD OF VALIDITY OF DETAILED PROPOSAL

70. It must be mentioned the period of validity in detailed proposal. Mentioned period can not be less than [*specify duration*] days fromthe final date for submissions of Detailed proposals.
71. Awarding authority can ask the Tenderer to prolong the period of validity of detailed proposal till certain specific indicated time, but the Tenderer will not be obliged to do this. [*if the security*

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of proposal's validity is implemented and such application can be rejected without losing the right to submitted security of validity of Proposal.].

SUBMISSION DEADLINE FOR DETAILED PROPOSAL

72. Tenderer would need to submit Detailed proposal till the deadline of invitation for submission of the Detailed proposal for Awarding authority in accordance with the requirements specified in Annex Tenderers have right to change and/ or to withdraw their Detailed proposals till specified deadline. One Tenderer can submit only one Detailed proposal. If it is submitted more than one proposal, Awarding authority will reject all such proposals. It is not allowed to submit alternative proposals in the stage of submission of Detail proposals.
73. Proposal will be submitted, if the last part of proposal is submitted [*if the security of proposal's validity is implemented, including its security of validity*].

EVALUATION OF DETAILED PROPOSAL

74. If the Detail proposals are received, Awarding authority will check compliance with the conditions in accordance with the requirements specified in Annex No. 9.
75. **Awarding authority** will evaluate Detailed proposals of Tenderers not later than [**specify period, recommended not more than 90 days**] days from the receipt of the deadline. The most important criterion of evaluation is economic efficiency, also it will be evaluated in accordance with the requirements and criteria specified in Annex No. 9. It will be made list of Tenderers according to the ranking of evaluation.
76. Awarding authority will inform [*specify the communication method of Tenderers*] Tenderers about results of completed evaluation of Detailed proposals and according to provided evaluation list of the rankings of Tenderers not later than 5 (five) business days from the completion of the evaluation. List of Tenderers also will be published in „Information reports“ [*if it is planned to publish somewhere else and specify other sources of publishing*] .
77. Tenderer who has the best acknowledgement of the Detailed proposal will receive invitation for participating in negotiation together with the report about the evaluation results of Detailed proposal. It will be indicated negotiation time, place, expected process of the negotiations and other compliance-related information in this invitation.
78. Awarding authority will have right to invite Tenderer in negotiations who has the second evaluation after the highest evaluation, if the Detailed proposal of this Tenderer is very similar to the Detailed proposal of Tenderer who has received the highest evaluation.
79. The Detailed proposal of invited Tenderer will be the background for negotiations with the scope to agree on questions specified in the invitation.

6. NEGOTIATION

80. Tenderer mentioned in the invitation will have to arrive to negotiation at specified time and address: [**address**]. Awarding authority will ask Tenderer to confirm about participation in negotiation. If the Tenderer can not arrive for reasonable grounds to negotiation at specified time, he will have to inform Awarding authority within reasonable time limit in order to arrange another date for negotiations. Otherwise, the Awarding authority will assume that the Tenderer failed to come to the negotiations without reasonable grounds and so refused his proposal [*If there is a requirement to submit the assurance of Proposal's validity, and will have right to use the submitted security of Proposal's validity.*]

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81. Tenderer can appoint the person (persons) representing him during negotiations in confirmation of participating in negotiation and will give the established form of proxy or other documents with the indications of rights and obligations. Awarding authority will deem that this person (persons) has right to negotiate and to enter into commitments on behalf of the Tenderer during negotiations.
82. Negotiations will proceed with each invited into negotiations Tenderer separately according to grounds of his Detailed proposal. Exact proceedings of negotiation will be specified in invitation for participating in negotiation. The result of negotiation will be approved by protocol signed by representant of Tenderer, chair of Commission and secretary of Commission. Tenderer will enjoy the right to make remarks on protocol before signing it. If the protocol is signed, it will remain as inseparable party of Detailed protocol.
83. Negotiation will proceed regarding following questions:
 - 83.1. regarding questions which are specified in invitation for negotiation;
 - 83.2. other questions which appear during process of negotiation.
84. It is not allowed to deviate from main technical, financial and comercial requirements of Project implementation as it is set in Conditions. Awarding authority in the respect of final harmonization of Partnership (concession) contract and provisions of related documents has right to agree on all conditions and to take any necessary actions even if it is not directly provided in Conditions. Such agreements and actions must be non-discriminatory and fair for all Tenderers.
85. In such case, if negotiation with Tenderer (or with two invited Tenderers) terminates, Awarding authority can invite other Tenderers for negotiation according the ranking of evaluation, but in such case only one Tenderer will be invited for negotiation.
86. If negotiation is held only with a single Tenderer and his submitted Detailed proposal meets provided requirements of Conditions and its annexes and also meets essential requirements of Project implementation and his Detailed proposal is equal or better than Detailed proposal submitted before negotiation, except conditions which are separately agreed with Awarding authority, it will be offered to this Tenderer to enter into Partnership (concession) contract.
87. If negotiation is held with two Tenderers, after negotiation their Detailed proposals and negotiation results will be re-evaluated according the criteria and procedure as it was made with Detailed proposals before negotiation. In such case it will be offered to enter into Partnership (concession) contract only to the Tenderer whose Detailed proposal after negotiation will be evaluated as economically advantageous.
88. Awarding authority will seek to carry out negotiation with all Tenderers not more than *[specify duration, recommended not more than 90 days]* days, but this time limit may change depending on the progress of negotiations.

7. FORMATION OF PARTNERSHIP (CONCESSION) CONTRACT

89. Awarding authority will conclude the Partnership (concession) contract, if *[if concession is submitted by subject of central government entity, will be received approval of Ministry of Finance of the Republic of Lithuania for project of Partnership (concession) contract drafted according to winning Tenderer's Detailed proposal, or if the Seimas of the Republic of Lithuania makes the decision for changing of Project implementation/ if concession is submitted by local government subject/ will be received [title of municipality] approval of municipality council for submitted project of Partnership (concession) contract drafted according to winning*

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Tenderer's Detailed proposal]. Awarding authority would not ensure submission of such approval and would not take any responsibility, if approval would not be given, but undertakes itself to to make all reasonable efforts that such approval would be received.

90. If approval of project Partnership (concession) contract changed according to winning Tenderer's Detailed proposal is received, it must be concluded Partnership (concession) contract during period which was specified in invitation of Awarding authority to conclude the Partnership (concession) contract.
91. Partnership (concession) contract will be concluded according to Annex No. 13 of Conditions submitted Project and changed according to results of negotiation and submitted Detail proposal of Tenderer. After conclusion of Partnership (concession) contract, only non-essential conditions can be changed (i) and only such changes meet public interests, or (ii) changes are made of the Partnership (concession) contract in certain instances of agreement itself.
92. Concessionaire needs to ensure the fulfilment of his own obligations [*specify obligations which must be ensured by Concessionaire*], because it is necessary to ensure that Project would be implemented and the Partnership (concession) contract will be performed [*choose the implemented method [amount][specify the currency] to amount/ or[percentage]percentage from the value of Partnership (concession) contract([choosewithout/ orwith] VAT)*]. Security must be drafted according to forms in Annex No. 12 of the Conditions [*optionally or by paying the same amount as a deposit into bank account of Awarding authority [specify bank account], [bank name]*].
93. It is possible to apply to Awarding authority regarding confirmation of security suitability before submission of security of performance of obligations. Awarding authority will answer for this not later than 3 business days from the receiving of this application.
94. Before concluding the Partnership (concession) contract Tenderer will submit the guaranty for obligations of Concessionaire in relation with performance of the Partnership (concession) contract. It must be mentioned in guaranty that:
 - 94.1. guaranty is gratuitous;
 - 94.2. If Concessionaire fails to perform or performance of obligations is defective according to the Partnership (concession) contract, Tenderer will be liable to Awarding authority [*selectsolidarily with Concessionaire/ orsubsidiarily*];
 - 94.3. Tenderer will be liable [*selectthe same as theConcessionaire/ or[specify part or final amount by which Concessionaire is liable]*];
 - 94.4. If the Partnership (concession) contract is changed and if the content of obligations of Concessionaire and liability of Tenderer as surety are also changed or other unfavorable consequences for Tenderer as surety appears, Tenderer will be liable in mentioned cases also.
 - 94.5. Tenderer as surety liability expire only in such cases, if period of validity and performance of obligations of Concessionaire according to the Partnership (concession) contract expires and can not be expired earlier because Awarding authority was not asking for Tenderer as surety liability for the relevant period.
95. Guaranty of Tenderer will expire before specified period only in such cases, if the shares of Concessionaire will be transferred to other subject (or to subject who is a member of Tenderer's group) and this subject will become surety for relevant obligations of Concessionaire in the same

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content as the Tenderer who transferred the shares (member of group of business subjects) according to permitted cases of Conditions and the Partnership (concession) contract.

96. Tenderer will have right to transfer the shares of Concessionaire only in such case, if (i) public services are provided in all required scope which is necessary for the implementation of the Project and (ii) the permission of Awarding authority is received, which can not be given for the reasons mentioned in the Partnership (concession) contract and (iii) other conditions of the Partnership (concession) contract are performed.
97. If the security of performance of obligations, guaranty are not submitted or the Partnership (concession) contract is not concluded during the specified period according to Conditions or it will be refused to conclude the contract, Awarding institution will deem that negotiation with Tenderer are canceled [*if it is required to submit security of validity of Proposal and will have the right to enjoy the security of validity of Proposal submitted by Tenderer*]. In such cases, other Tenderer with whom was negotiated can be invited to conclude the the Partnership (concession) contract. If there is no such Tenderer, Awarding authority will have right to invite the next Tenderer from the Tenderers' list which was made according to the ranking of provided evaluations.

IV. EXPENSES FOR PARTICIPATING IN THE TENDER

98. Business subjects participates by their own risk and expenses in this Tender. Awarding authority will not compensate any expenses related with participating in this Tender.

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Annex 1 to the Terms

DEFINITIONS

Participant

An entity or entities which, pursuant to the procedure provided for in Article 2 of Chapter III of the Law on Concessions, have expressed their interest in participating in the Invitation to Tender. A Participant may be a legal entity of any legal form, a public legal entity (except for public and private legal entities which, according to the procedure provided for in the Law on State Debt of the Republic of Lithuania (“Official Gazette”, 1996, No. 86-2045; 2005, No. 83-3041) are attributed to the state sector, and natural persons), a foreign legal entity or other economic entity, established in accordance with the law of a foreign country and not holding the status of a legal entity, as well as branch offices established in the Republic of Lithuania of companies, registered in the Member States of the European Union or other countries of the European Economic Area, or a group of such entities.

An entity which (in case of a group of economic entities – any member of the group) is related to preparation of this Invitation to Tender for execution or preparation of the Project for implementation and therefore the principle of equality of suppliers could be violated, may not be a Participant.

Data repository

[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], in which all documents, relating to implementation of the Project, available with the Awarding authority, such as *[state the examples of other documents to be provided]* shall be provided

Financial Activity Model

The Financial Activity Model, drawn according to the form, provided in Annex 16 to the Conditions, stating the structure and conditions of financing of the activities of the Concessionaire, financially/economically substantiated aims of investing, evaluation of return on investment and other efficiency indicators

Information Supplement

The Information Supplement to the Official Publication of the Republic of Lithuania “Official Gazette” (“Valstybės žinios”).

Law on Investments

The Law on Investments of the Republic of Lithuania („Official Gazette“, 1999, Nr. 66-2127).

Detailed Proposal

In accordance with the form provided for in Annex 11 to the Terms, a detailed binding proposal submitted along with the supporting documentation, discussing technical, financial and commercial issues of the Project implementation, formulated in the Terms, and providing

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other information, required by the Terms, and according to which the Participant is prepared to sign a Partnership (Concession) Agreement.

Price

Remuneration for which the Participant proposes to fulfil the Concession Agreement, as it is indicated in the Form of Proposal and the Model of Financial Activity, and which covers both payments, made to the Concessionaire by the Awarding Authority and the third parties, related with the possibility to use the results of the Project.

Commission

A commission for a public tender set up in accordance with the Order No. *[Number]* of the head of the Awarding Authority of *[Date]* for execution of the Tender.

Law on Concessions

The Law on Concessions of the Republic of Lithuania.

Commitment of Confidentiality

A written commitment of the member of the Commission, the expert or other person that he/she will not provide to the third parties any information disclosure of which would contradict requirements of respective laws, public interests or would violate lawful interests of the Participants and (or) the Awarding Authority.

Tender

The Invitation to Tender for Granting Concession executed by the Awarding Authority according to Article 2 of the Law on Concessions and the present Terms for the purpose of selecting a Participant for the Project implementation and, with the view of this, negotiations are held with the selected Participant who submitted the most beneficial proposal in order to agree on technical and financial terms of the Proposal complying with the requirements of the Awarding Authority on the basis of which the Partnership (Concession) Agreement will be concluded.

Concessionaire

An economic entity, established or formed by the Participant, which shall become a party to the Partnership (Concession) Agreement and which shall execute activities specified therein and which during the conclusion of the Partnership (Concession) Agreement, shall be obliged to meet the following:

be of legal form of *[Indicate the required form of the Concessionaire]*;
and

be owned by the Participant solely (i.e. 100 per cent of its shares (parts)); and

be intended for execution of the activity meant for the Project implementation; and

have no indebtedness or any other obligations, not related to execution of the Partnership (Concession) Agreement; and

[Indicate other requirements that have to be fulfilled by the Concessionaire; and]

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Be registered as a VAT payer.

Declaration of Impartiality

A written declaration of the member of the Commission or the expert or other person that he/she shall be impartial to the entities.

Fee

A reward paid by the Concessionaire to the Awarding Authority for the concession granted as specified in the Form of Proposal and the Model of Financial Activity.

Request

Any Tender-related issue or request submitted by the Participant to the Awarding Authority with regard to explanation or specification of the Terms.

Partnership (Concession) Agreement

This Invitation to Tender aims to conclude agreements between the Awarding Authority, the Participant and the Concessionaire on the Project implementation by the way of public and private partnership as it is provided for in the Law on Investments and the Law on Concessions.

Proposal

An entirety of documents and details provided by the Participant offering to carry out works and provide services in accordance with the Terms set out by the Awarding Authority. The Proposal shall consist of a combination of Technical and Financial Proposals.

Preliminary Proposal

A preliminary non-binding proposal in accordance with the form provided for in Annex 11 to the Terms on the ways and the terms and conditions of the Project implementation submitted along with the supporting documentation.

Project

The Project being implemented by the Awarding Authority [*Name and the most important characteristics / short description of the project*], the description of which is presented in Annex 2 to the Terms.

Terms

The Terms of the Invitation to Tender and their annexes, as well as all their adjustments and responses to the Requests of the Participants.

Associated Company

Any company meeting the requirements provided for in Annex 17 to the Terms.

Awarding Authority

[*Name, legal status, code, other details of the Awarding Authority*], according to [*Indicate legal basis on which the Awarding Authority implements the Project and makes it by the way of PPP*], which is also a Awarding Authority according to Part 7 of Chapter 2 of the Law on Concessions.

Public and Private Partnership

A way of cooperation established by a state or a municipal institution and a Concessionaire defined in the Law on Investments and the Law on Concessions, by which a state or a municipal institution transfers activity attributed to its functions to the Concessionaire and the Concessionaire invests into this activity and property required for performance of this activity receiving for it remuneration determined

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by law.

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Annex 2 to the Terms

SPECIFICATIONS

[This Annex is filled in accordance to the Project capacity study and by uploading the prepared technical specifications.]

Specific technical requirements must be presented in the specifications, after determining material, product and supply data, by using which the material, product or supply could be described to be in compliance with the needs of the Awarding authority.

This data includes environmental impact indicators, adaptation of all requirements (including accessibility for people with disabilities) and assessment of their compliance, performance characteristics and safety requirements or data, covering quality assurance procedures, terminology, symbols, testing and test methods, packaging, marking and labelling, production processes and methods. The data also includes instructions associated with design and cost calculation, inspection, control and the acceptance conditions of works, construction methods and technologies, as well as all other technical conditions, which may be set by the Awarding authority in accordance to the general and special regulations, associated with completed works, materials and the components of materials.

Data necessary for describing the services needed for the implementation of the Project, such as the level of quality, environmental impact indicators, all requirements (including accessibility for people with disabilities) and their compliance assessment, performance characteristics, product consumption (use), or data, covering the applicable requirements for the product, namely: the name, under which the product is sold, terminology, symbols, testing and test methods, packaging, marking and labelling, instructions for consumption (use), production processes and methods and the conformity assessment procedure must also be indicated in the technical specifications.

Analysis of the current situation can also be presented in this Annex and a detailed description of the project should also be presented, covering: the scope of transferred activity, requirements for the transferred or newly created property and other important information for describing the object of the Project.]

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Annex 3 to the Terms

SUBMISSION OF REQUESTS

Requests may be submitted [*Indicate ways for submission of requests*].

Requests related to the applications and performance of pre-selection may be submitted not later than [*Number, recommended not less than 6*] days prior to the deadline of submission of the applications.

[*In case of submission of Preliminary Proposals* *Inquiries on Preliminary Proposals may be submitted not later than [Number, recommended not less than 6] days prior to the deadline of submission of the Preliminary Proposals.*] Other inquiries on the Invitation to Tender may be submitted not later than [*Number, recommended not less than 6*] days prior to the deadline of submission of the Detailed Proposal which will be indicated in the invitation to submit a Detailed Proposal.

When submitting requests the Participant shall have to indicate whether the Request contains confidential information and what exactly should be deemed to be such information. In case the Awarding Authority does not agree that the information indicated is confidential, it will ask to justify its confidentiality. Taking into account the requirement of the Law on Concessions to provide all Participants with the equal information on the Project, if, due to confidentiality of the information indicated by the Participant, the Awarding Authority, in its opinion, will not be able to answer the Participant`s Request in the way the answer could be delivered to all the Participants without violation of confidentiality of the information indicated by the mentioned Participant, the Awarding Authority will not answer such Request indicating it in its response to the Participant.

The Request will be answered by the Awarding Authority without delay but not later that within 5 (five) business days prior to the deadline of submission of the Preliminary or the Detailed Proposals. In case more time is necessary for the Awarding Authority for preparing of the detailed answer, the Participants will be informed about the exact time of delivery of answers within this term.

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Annex 4 to the Terms

PRE-SELECTION CRITERIA

An entity participating in the Tender must meet the indicated general, economic and financial condition, technical and professional capacity criteria:

| I. General Criteria | As proof of compliance the following must be presented |
|---|--|
| <p>1.1. <i>Recommended criteria</i></p> <p>The head of the Participant, as a legal entity, or another person with the right to conclude a transaction on behalf of the Participant, the accountant or another person with the right to prepare and sign accounting documents of the Participant do not have any standing convictions or the convictions have been revoked, and</p> <p>the Participant, as a legal entity has no convictions for the past 5 years and he has no standing judgments of convictions for participation in criminal organizations, organizing or leading it, for bribery, intermediary bribery, payoffs, fraud, the use of a credit, loan or targeted support for other purposes or arrangements than appointed, credit fraud, tax default, false data of income, profit or assets, not declaring a statement, report of other documents, criminal acquisition or realization of assets, legalization of funds or property acquired through criminal acts, and the Participant has no convictions for criminal acts recited in the legal acts of the European Union, Article 41(1) of the Commission Directive of the European Parliament No. 2004/18/EB of 31 March 2004 for the coordination of the procedures of public the acquisition contracts of work, goods and services.</p> | <p>A certificate issued by the Information Technology and Communications Department under the Ministry of the Interior of the Republic of Lithuania, a certificate issued by the State Enterprise Centre of Registers, or documents issued by an authorized foreign authority, confirming that (i) the Participant, (ii) the Head of the Participant and other persons acting on behalf of the Participant, (iii) the accountant or another person with the right to prepare and sign accounting documents of the Participant do not have any standing convictions or the convictions for the criminal activities indicated in this clause.</p> <p>If such documents are not issued in the country where the headquarters of the participant are registered at, or do cover all of these matters, they can be replaced by:</p> <ul style="list-style-type: none"> (i) an appropriate sworn declaration, if it is applicable in the country of origin of the Participant; (ii) if a sworn declaration is not applicable – an official declaration of the Participant, which has been submitted to a competent legal or administrative authority, a notary or a competent professional or trade organization in the country of origin or a country the Participant came from. <p>The documents indicated in this clause must not be issued earlier than 60 (sixty) days before the date of presenting the application, or their validity period must include this date.</p> |
| <p>1.2. <i>Recommended criteria</i></p> <p>The Participant is not bankrupt, liquidated or has not concluded an agreement with creditors (an agreement with creditors to continue the</p> | <p>1) A certificate issued by the State Enterprise Centre of Registers or an authorized foreign authority, confirming, that the Participant is not bankrupt, liquidated, has not limited</p> |

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| I. General Criteria | As proof of compliance the following must be presented |
|--|---|
| <p>activity of the Participant, when the Participant undertakes certain obligations and the creditors agree to delay, reduce or waive their claims), has not suspended or limited activity, or his position under the laws of the country of registration is not the same or similar.</p> | <p>activity or his situation is not similar.</p> <p>If such documents are not issued in the country where the headquarters of the participant are registered at, or do cover all of these matters, they can be replaced by:</p> <ul style="list-style-type: none"> (i) an appropriate sworn declaration, if it is applicable in the country of origin of the Participant. (ii) if a sworn declaration is not applicable – an official declaration of the Participant, which has been submitted to a competent legal or administrative authority, a notary or a competent professional or trade organization in the country of origin or a country the Participant came from; or (iii) a free-form declaration of the Participant. <p>2) A declaration of the Participant in accordance to the form indicated in Annex 0 to the Conditions.</p> <p>The documents indicated in this clause must not be issued (drawn up) earlier than 60 (sixty) days before the date of presenting the application, or their validity period must include this date.</p> |
| <p>1.3. <i>Recomended criteria</i></p> <p>No restructuring or bankruptcy proceedings have been started, and an out of court bankruptcy process is not in progress, forced liquidation or creditor agreement procedures have not been initiated, also no similar procedures according to the laws of the country of registration are being performed against the Participant.</p> | <p>1) State Enterprise Centre of Registers certificate, or authorized foreign institutions issued documents, proving, that in respect of the participant there are no such circumstances.</p> <p>If such documents are not issued in the country where the headquarters of the participant are registered at, or do cover all of these matters, they can be replaced by:</p> <ul style="list-style-type: none"> (i) an appropriate sworn declaration, if it is applicable in the country of origin of the Participant. (ii) if a sworn declaration is not applicable – an official declaration of the Participant, which has been submitted to a competent legal or administrative authority, a notary |

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| I. General Criteria | As proof of compliance the following must be presented |
|---|---|
| | <p>or a competent professional or trade organization in the country of origin or a country the Participant came from; or</p> <p>(iii) a free-form declaration of the Participant.</p> <p>2) A declaration of the Participant in accordance to the form indicated in Annex 0 to the Conditions.</p> <p>The documents indicated in this clause must not be issued (drawn up) earlier than 60 (sixty) days before the date of presenting the application, or their validity period must include this date.</p> |
| <p>1.4. Recommended criteria</p> <p>A court judgement against the Participant has not been made within the past 5 years for criminal activity associated with property, property rights or property interests, intellectual or industrial property, economics and business procedures, the financial system, public service and public interests, excluding the activities indicated in clause 1.1 of this table.</p> | <p>A certificate issued by the Information Technology and Communications Department under the Ministry of the Interior of the Republic of Lithuania or documents issued by the State Enterprise Centre of Registers, or documents issued by an authorized foreign authority, confirming that the Participant does not have any standing convictions for the criminal activities indicated in this clause.</p> <p>If such documents are not issued in the country where the headquarters of the participant are registered at, or do cover all of these matters, they can be replaced by:</p> <p>(i) an appropriate sworn declaration, if it is applicable in the country of origin of the Participant;</p> <p>(ii) if a sworn declaration is not applicable – an official declaration of the Participant, which has been submitted to a competent legal or administrative authority, a notary or a competent professional or trade organization in the country of origin or a country the Participant came from.</p> <p>The documents indicated in this clause must not be issued earlier than 60 (sixty) days before the date of presenting the application, or their validity period must include this date.</p> |

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| I. General Criteria | As proof of compliance the following must be presented |
|--|--|
| <p>1.5. <i>Recommended criteria</i></p> <p>The Participant has not committed serious professional misconduct.</p> <p>“Serious professional misconduct” used in this clause is understood as a serious breach of professional ethics when less than a year has passed since the Participant has been deemed not in compliance with the norms of professional ethics, such as a breach of legal acts regulating competition, work, employee health and safety or environmental protection, for which the Participant, as a legal entity, was imposed an economic sanction, indicated in the laws of the Republic of Lithuania, when less than one year has passed since the effective date of the decision. If the Participant, as a legal entity, has breached Art. 5 of the Law on Competition of the Republic of Lithuania, such a breach is considered professional if less than 3 years have passed since the effective date of the decision on imposing an economic sanction under the Law on Competition of the Republic of Lithuania.</p> | <p>A declaration of the Participant in accordance to the form indicated in Annex 00 to the Conditions.</p> |
| <p>1.6. <i>Recommended criteria</i></p> <p>The Participant has fulfilled his obligations associated with payment of taxes in accordance to the requirements of the country of registration or the country where the Awarding authority is located at.</p> | <p>State Enterprise Centre of Registers, tax authority, or authorized foreign authority certificate, proving, that the participant fulfilled the tax and social security contribution obligations.</p> <p>The documents indicated in this clause must not be issued earlier than 60 (sixty) days before the date of filling the application, or their validity period must include this date.</p> |
| <p>1.7. <i>Recommended criteria</i></p> <p>The Participant has fulfilled his obligations associated with payment of social security contributions in accordance to the requirements of the country of registration or the country where the Awarding authority is located at.</p> | <p>State Enterprise Centre of Registers or social security contributions administering authority, or authorized foreign authority certificate, proving, that the participant fulfilled the social security contribution obligations.</p> <p>The documents indicated in this clause must not be issued earlier than 60 (sixty) days before the date of filling the application, or their validity period must include this date.</p> |
| <p>1.8. <i>Recommended criteria</i></p> <p>Participants shall not provide false information regarding compliance with the requirements.</p> | <p>Free form Participant Declaration on Participants shall not provide false information regarding compliance with the requirements.</p> |
| <p>1.9. <i>A recommended criterion if the object is</i></p> | <p>A duly certified copy of a qualification</p> |

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| I. General Criteria | As proof of compliance the following must be presented |
|--|--|
| <p>classified as special building <i>If applicable</i> The Participant must be certified and must have the right to perform construction work on special buildings (building group: residential and non-residential buildings).</p> | <p>certificate issued in accordance to the procedure laid down by the Ministry of Environment of the Republic of Lithuania or a recognition certificate².</p> |
| II. Ekonominės ir finansinės būklės reikalavimai ³ | Kaip atitikimo įrodymą reikia pateikti |
| <p>2.1. Recommended criteria The average annual scope of construction and installation works performed by the Participant within the last 5 (five) years or since the date of registration (if activity has been performed for less than 5 (five) years) must not be less than [indicate amount] (excl. VAT) (or the equivalent in another currency)⁴⁵</p> | <p>1) List of contracts completed within the past 5 (five) years or within the period the Participant is registered (if the Participant has been performing activity for less than 5 (five) years), by indicating the name of the object, the client and the scope of installation and construction works performed.</p> <p>The Awarding authority reserves the right to request client certificates that the works have been performed correctly (i.e. the object were acknowledged as suitable for use), duly certified copies of acts confirming the objects were acknowledged as suitable for use.⁶</p> |
| <p>2.2. Recommended criteria Positive values of the Participant's net profits of the past 3 (three) years or from the date the Participant was registered (if the Participant has been performing activity for less than 3 (three) years). The values of every year of the indicated period are added when calculating.</p> | <p>Duly certified copies of the Participant's profit (loss) reports of the past 3 (three) years or from the date the Participant was registered (if the Participant has been performing activity for less than 3 (three) years).</p> |
| <p>2.3. Recommended criteria The quick ratio of the Participant's past financial year (the ratio of difference between current assets and inventories and current liabilities) must not be less than 0.5. The Participant is considered to have met the quick ration requirement if current liabilities are 0.</p> | <p>A duly certified copy of the balance of the past financial year or a respective document from the country the Participant is registered at.</p> |
| <p>2.4. Recommended criteria The average annual income from administration</p> | <p>A certificate of income received from</p> |

² In accordance to Order of the Minister of Environment of the Republic of Lithuania No. D1-601 "On approval of the technical construction regulation ART. 1.02.06:2007 "Description of procedure for acquiring the right to hold management positions in the main construction technical activity areas and territorial planning expert certification", dated November 10, 2007 (Ref. 2007, No. 120-4945; 2008, No. 123-4708) and amendments to it the technical work of document acknowledgement is performed by SOE "Construction Production Certification Center" (www.spssc.lt). A participant registered in a foreign country with the right (in accordance to the laws of the country he is registered at) to perform the assigned works and willing to perform such works in the territory of the Republic of Lithuania, must apply to the authority indicated in the legislative acts of the Republic of Lithuania – SOE "Construction Production Certification Center", Linkmenų str. 28 LT-08217 Vilnius. The entire document processing procedure can take up to 52 days.

³ The economic and financial condition, technical and professional capacity qualification requirements for procurement of works and services are indicated below.

⁴ If the supplier intends to use a contractor for performing the works, the contractor must meet the indicated requirements and present the indicated documents.

⁵ If data in the accounting documents or documents on completed contracts (works performed) is indicated in a currency other than I[indicate currency], the indicated values are recalculated in accordance to the exchange rate of [indicate currency] and the currency valid on the last day of the reporting period of the document or the last day of contract performance.

⁶ Copies of documents are certified by the signature of the participant or an authorized person, and indicating the phrase "Valid copy", the position, name (first letter of the name), surname, date and seal (if applicable). The contracting authority reserves the right to request presenting document originals.

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.

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| <p>and/or property management services provided by the Participant within the last 3 (three) financial years or since the date of registration (if activity has been performed for less than 3 (three) financial years must not be less than <i>[indicate amount]</i> (excl. VAT) (or the equivalent in another currency).</p> | <p>providing administration and/or property management services received by the Participant within the past 3 (three) years or from the date the Participant was registered (if the Participant has been performing activity for less than 3 (three) years).</p> |
| <p>2.5. Recommended criteria The Participant must be financially capable to finance the project. The total amount of financing, including a financial contribution from a commercial bank or another financial institution for the Project in association with the financial contribution of the Participant must not be less than <i>[indicate amount]</i> (or the equivalent in another currency).</p> | <p>A letter from a commercial bank or another financial institution on the financing planned and/or decision of the Participant's shareholders or another authorized managing body to allocate funds and proof of possession of such funds.</p> |

| III. Technical and Professional Capacity Requirements² | As proof of compliance the following must be presented |
|--|--|
| <p>3.1. Recommended criteria Participants shall not provide false information regarding compliance with the requirements. 1) Experience of leadership in at least one project concerning the public, its establishment and completion (implementation); 2) Experience of leadership in at least one project concerning the public and its administration (for at least 3 years).</p> | <p>A list of qualified and experienced specialists proposed by the Participant and work activity descriptions, clearly indicating, that the proposed specialists have experience in the relevant fields, accompanied by duly certified copies of proof of qualification of the specialists:</p> <ol style="list-style-type: none"> 1) Special building construction manager qualification certificate, resume (CV). 2) Curriculum vitae (CV), public property administration agreement or an equivalent document, proving, that the Participant's proposed specialist has at least 3 years of leadership at a public facility management experience. |
| <p>3.2. The recommended criteria if the object is assigned special constructions category The Participant must ensure that works will be performed and services will be provided by qualified construction managers (at least 2 persons) – specialists certified in accordance to the corresponding procedure, who have been granted the right to hold special building construction management positions. The building construction managers must have at least 3 (three) years of construction work experience, i.e. in building attributed to the special buildings category.</p> | <p>A list of qualified specialists proposed by the Participant and work activity descriptions, clearly indicating, that the proposed specialists have experience in the relevant fields, accompanied by duly certified copies of proof of qualification of the specialists (diplomas, attestations, certificates and other documents providing proof of qualification).</p> |

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| <p>pastatuose.</p> | |
| <p>3.3. Recommended criteria</p> <p>During the last 5 (five) years or during the period from the date of registration (if the activity took less than 5 (five) years) the Participant must have at least one public property's (its infrastructure) creation of the project experience (the indicated public property during the time of the offer must be created; must comply with their public functions) and the cost of such object during the construction and assembly phases must be no less than <i>[indicated sum]</i> (VAT not included).</p> | <p>During the last 5 (five) years or during the period from the date of registration (if the activity took less than 5 (five) years) public property (its infrastructure) creation (foreign participants – equivalent) properly executed contracts list of customers together with a statement of, that the work was done properly. Certificates shall indicate the value of the works, date and place, in addition to whether they were carried out according to the existing legislation governing the performance of work requirements and properly completed.</p> |
| <p>3.4. Recommended criteria</p> <p>The participants must have at least one public facility's (its infrastructure) its administration and/or asset management project experience (the social purposes of the proposal at the time has to be created; to carry out their public functions; it must be provided by the asset management services) during the last 3 (three) financial years or during the period from the date of registration (if the activity took less than 3 (three) years) such object's administration and/or asset management annual scope must not be less than <i>[indicated sum]</i> (VAT not included).</p> | <p>During the last 5 (five) years or during the period from the date of registration (if the activity took less than 5 (five) years) public property (its infrastructure) creation (foreign participants – equivalent) proper execution / running contracts list of customers together with a statement of, the services were carried out properly. The certificate must indicate the performance of service, date and place, in addition to whether or not they were granted under the existing legislation governing the provision of services, requirements and properly given / offered.</p> |
| <p>3.5. Recommended criteria</p> <p>The Participant must have the required technical capacity to apply specific environmental protection management measures during the performance of the procurement contract, meeting the following requirements:</p> <ul style="list-style-type: none"> - Ensuring effective protection of flora and fauna in and around the construction site; - Prevention of any hazardous waste and hazardous chemical leaks that could have a harmful effect on the environment; - Reduction of the volume of waste and noise generated in the construction site; - Effective usage of electricity and water supply. | <p>A duly certified copy of the environmental protection system certificate (EMAS, ISO 14001 or equivalent) or an equivalent document. The Awarding authority also accepts other proof of equivalent environmental protection management measures from Participants.</p> |
| <p>3.6. Recommended criteria</p> <p>The Participant must have a quality management system implemented/.</p> | <p>Any duly certified copy of quality management LST EN ISO 9001, LST EN ISO 9002, LST EN ISO 9003 or an equivalent standard certificate or an equivalent document.</p> |

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Compliance with the pre-selection criteria can be justified and by *[indicate till when]* a valid certificate of registration of participants in the official list of approved suppliers. In this case, there is no need to submit the documents which were submitted by the addition of the Participant in this list.

If the participant for good reason cannot provide the documents he can provide other documents acceptable to the Awarding Authority or information evidencing the Participant's compliance with the established selection criteria. In this case, it is advisable to apply in advance to the Awarding Authority for compliance with the selection criteria of the supporting documents are admissible.

A participant, who wishes to participate in the competition, must comply with all of the above pre-selection criteria and to provide supporting documentation compliance. If the participant is a group of economic operators, The general requirements laid down in *[specify points]* points and The economic and financial condition of the *[specify points]* above must comply with each of the group participant, other requirements must be met by all of the group members together with the exception of the requirements specified in *[specify points]* points, which must meet at least one member of the group separately.

In order to demonstrate compliance with the pre-selection criteria established for the *[specify points]* can rely on subcontractors or other economic entities. Entities whose qualification is based on the participant must comply with the above general requirements. In this case, together with an application to participate in the contest the participant must submit evidence that such entities undertake to provide participants with adequate capacity for the partnership (concession) contract execution and that such entities can and must provide participants with those capabilities. As such evidence will be presented in the preliminary works, services or other relevant agreements, which must provide for sanctions against the entity providing the resources for its non-compliance. Such agreement shall be concluded not only the Participant and the concessionaire, but also for the benefit of the Awarding Authority, it must determine that any of these entities is entitled to fulfill the obligations under this Agreement. Other evidence may be presented, but they must be equivalent and acceptable to the Awarding Authority.

Subcontractors whose capacity is based on the participant, during the project implementation will be replaced only sub-suppliers Partnership (concession) contract provides for the procedure and only those sub-suppliers, whose capacity is not lower than variable-backed sub-supplier capabilities.

Annex 5 to the Terms

PROCEDURE FOR CARRYING OUT PRE-SELECTION

Following submission of the applications by the Participants their compliance with the Terms and pre-selection will be carried out by the Commission in the absence of the Participants.

The following will be checked and evaluated by the Commission:

- 1) Whether all documents and information, supporting compliance with all pre-selection criteria, have been submitted;
- 2) Whether all data and declarations are correct;
- 3) Whether the Participant meets the pre-selection criteria.

If during examination it becomes apparent that the data supporting compliance with the pre-selection criteria are unclear or not detailed, the Awarding Authority will ask such Participant to specify them within a reasonable period of time. If the Participant fails to submit the requested clarification or the clarification submitted by him is inappropriate or the answers to at least one of the evaluation questions indicated above are negative, such application will be dismissed by the Awarding Authority. In such case the Participant will not be allowed to participate in further Tendering procedures.

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If the Participant submits the requested clarification and the answers to the evaluation questions indicated above are positive, he will be included into the alphabetic list of the Participants complying with the pre-selection criteria and will be invited to take part in the Tender and asked to submit [*If Preliminary Proposals are submitted a Preliminary / if Preliminary Proposals are not submitted a Detailed*] Proposal.

The Participants having submitted the applications will be informed on the results of pre-selection immediately but not later than within 3 business days from the end of the examination procedures. The list of Participants being invited to participate in further Tendering procedures will be announced in “Information supplement” [*If it is intended to announce elsewhere and [indicate where and how the list will be announced additionally]*].

The Participant, who submitted the application but did not comply with the pre-selection criteria and whose application was dismissed, will be provided with the reasons for the application dismissal by the Awarding Authority.

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Annex 6 to the Terms

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

[Name of the Awarding authority]

[Contact details of the Awarding authority: address, e-mail, phone and fax numbers]

APPLICATION TO PARTICIPATE IN THE COMPETITION

(Date) (number)

(Place)

[please specify the title of the Project]

(Title of the project)

Expressing our interest in the possibility to implement the *[Title of the Project]*, hereby we declare our wish to take part in the Competition for the conclusion of Partnership (concession) agreement, which was announced in "Informative notices", No. *[number]*.

For this purpose, we provide data concerning our compliance with the pre-selection criteria.

General information⁷:

Participant's name

Legal person's code

VAT payer's code

Address of registered office

Address for correspondence

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

Position, name, surname

Contacts (address, e-mail, phone number, other)

By providing this application we certify that we agree with all the conditions of this Competition set out in the Conditions and their appendices.

⁷If the participant acts as a group of entities, this information should include information about all the members of the group. The main member, who is authorized to represent the group of entities, should also be specified.

⁸In the case of the group of entities, it is necessary to specify only the person (s) authorized to represent and act on behalf of the whole group.

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By this application we confirm that we meet the following pre-selection criteria, set out in Annex 4 of the Conditions and provide the following documents to prove that:

| Pre-selection criterion⁹ | Criterion is fulfilled (Yes / No) | Compliance with the requirement is proved by¹⁰ |
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By submitting the following details we confirm the fact that subcontractors or other entities the capacity of which base our compliance with pre-selection criteria, necessary resources to ensure relevant criteria will be available as much as they will be necessary for the implementation of Partnership (concession) agreement:

| Pre-selection criteria, the compliance with which is based on the capacities of other entities | Name, code, address, and contact person of the entity, the capacity of which base the compliance | Evidence on availability of resources¹¹ |
|---|---|---|
| | | |
| | | |

In addition to the above-mentioned documents, we also submit:

1. Participant’s declaration (Annex 8 of the conditions);
2. Pledge of confidentiality;
3. *[Specify other documents submitted – authorizations to represent the Participant, Partnership agreement etc.].*

Other important information about the compliance with pre-selection criteria:

⁹ Please specify the number of pre-selection criteria under Annex 4 of the conditions’

¹⁰ Please specify the documents certifying the Participant’s compliance with the criterion and the number of their pages. If the compliance with the requirement is based on the capacities of members of the groups of entities, subcontractors or other entities, please specify their names.

¹¹ Please submit the agreements with entities on the provision of necessary resources as well as evidence that these entities can provide those resources.

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Red – the information to be entered.

Other important information about the compliance with pre-selection criteria:

We confirm that the information stated in the application or in the documents submitted together with it is correct, submitted digital copies of documents and details are true. We understand that if it turns out that our confirmation is incorrect, our application or proposal will be rejected.

We indicate that the information submitted in these parts of the application is confidential:

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

If we do not indicate the parts of the application with confidential information, the Awarding authority is entitled to disclose all the information contained in the application.

(Position of the participant or his/her authorized person)

(Signature)

(Name and surname)

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Annex 7 to the Terms

PROVISION OF APPLICATION

In order to express his aim to participate in the Tender organized by the Awarding authority, the Participant must fill the application form indicated in Annex 0 to the Conditions and the application must be accompanied by the documents indicated below.

A control list of documents for the convenience of the entities:

Control List of Documents¹²

- 1. A document proving the powers of the representative;**
- 2. A certificate issued by the Information Technology and Communications Department under the Ministry of the Interior of the Republic of Lithuania, a certificate issued by the State Enterprise Centre of Registers, or documents issued by an authorized foreign authority, confirming that (i) the entity, (ii) the Head of the entity and other persons acting on behalf of the entity, (iii) the accountant or another person with the right to prepare and sign accounting documents of the Participant do not have any standing convictions or the convictions for the criminal activities indicated in clause 1.1 of Annex Error! Reference source not found. to the Conditions.**
These documents must not be issued earlier than 60 (sixty) days before the date of presenting the application, or their validity period must include this date;
- 3. A certificate issued by the State Enterprise Centre of Registers or documents issued by an authorized foreign authority, confirming, that the Participant is not bankrupt, liquidated, has not limited activity, no restructuring or bankruptcy proceedings have been started, and an out of court bankruptcy process in progress, forced liquidation or creditor agreement procedures have not been initiated, also no similar procedures according to the laws of the country of registration are being performed.**
These documents must not be issued earlier than 60 (sixty) days before the date of presenting the application, or their validity period must include this date;
- 4. A certificate issued by the State Enterprise Centre of Registers or the tax administration authority or documents issued by an authorized foreign authority, confirming, that the entity has fulfilled tax and social insurance contribution obligations.**
These documents must not be issued earlier than 60 (sixty) days before the date of presenting the application, or their validity period must include this date;
- 5. A declaration of the Participant in accordance to the form indicated in Annex 0 to the Conditions;**
- 6. A confidentiality commitment in accordance to the form indicated in Annex Error! Reference source not found. to the Conditions;**

¹² The list of documents is presented in accordance to the recommended criteria indicated in Annex Error! Reference source not found. to the Conditions

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Red – the information to be entered.

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| 7. | Free form Participant's declaration about the fact that they will not provide false information regarding compliance with the requirements; |
| 8. | A joint activity agreement (if applicable); |
| 9. | A certificate of turnover from construction and installation works performed by the Participant within the past 5 (five) years or from the date the Participant was registered (if the Participant has been performing activity for less than 5 (five) years). |
| 10. | A list of major construction and installation works performed by the Participant within the past 5 (five) years or within the period the Participant is registered (if the Participant has been performing activity for less than 5 (five) years), by indicating the name of the object, the client and the value of installation and construction works performed; |
| 11. | Duly certified copies of the Participant's profit (less) reports of the past 3 years or from the date the Participant was registered (if the Participant has been performing activity for less than 3 (three) years); |
| 12. | A duly certified copy of the balance of the past financial year or a respective document from the country the Participant is registered at. |
| 13. | A letter from a commercial bank or another financial institution on the financing intended and/or decision of the Participant's shareholders or another authorized managing body to allocate funds and proof of possession of these funds; |
| 14. | A duly certified copy of a qualification certificate issued in accordance to the procedure laid down by the Ministry of Environment of the Republic of Lithuania or a recognition certificate; |
| 15. | A declaration of the specialists; |
| 16. | A duly certified copy of the environmental protection system certificate (EMAS, ISO14001 or equivalent) or an equivalent document; |
| 17. | A duly certified copy of a quality management LST EN ISO 9001, LST EN ISO 9002, LST EN ISO 9003 or an equivalent standard certificate or an equivalent document. |
| 18. | Other documents, which the entity considers useful for the assessment of compliance with the selection criteria. |
| 19. | |

If for justified reasons, an entity may not produce the required documents, he has the right to present other documents or information to confirm that the entity meets the selection criteria. It is recommended to obtain such documents or information in advance to check the acceptability of the Awarding Authority.

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All documents are presented in the Lithuanian [*if applicable* or *[alternative language]*] language. If documents are presented in [*if only the Lithuanian language is allowed* a foreign / *if more languages are allowed* another] language, they must be translated to the Lithuanian [*if applicable* or *[alternative language]*] language. The authenticity of the translation must be certified with the signature of the translator or an authorized person of the entity, if applicable, and seal.

The application presented and other documents of the entity must be signed by the authorized person of the entity. Documents, issued by other authorities or persons, must be signed by the person who issued them or the representative of the respective authority.

Application together with the documentation accompanying the application [*specify the manner required for the documents to be submitted*]. The application must be signed, copies of the documents must be approved by any authorized person's signature and if applicable, the stamp, indicating the date, first name, last name, and position or delegated Awarding Authority, Participant country of origin legal regimes.

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Annex 8 to the Terms

(Name of Participant, legal entity code, headquarters address)

[Name of Awarding Authority]

[Contact details of Awarding Authority: address, e-mail, telephone and fax numbers]

DECLARATION OF PARTICIPANT

(Date) (Number)

(Place)

[Indicate Project name]

(Project name)

By submitting this Declaration the Participant confirms that he:

- Has not concluded any insolvency plans with creditors, has not terminated or restricted his activity;
- Is not seeking for any judicial winding-up proceeding or any agreement with creditors;
- Is not being restructured;
- Has not been guilty of any grave professional misconduct (breach of professional ethics when from the moment of recognition of the Participant as not complying with the norms of professional ethics less than one year has passed or breach of legal acts of competition, occupation, environmental and occupational health and safety for which the Participant, being a legal entity, has been imposed an economic sanction prescribed by the laws of the Republic of Lithuania when from the moment of binding effect of the decision by which the mentioned sanction was imposed less than one year has passed or breach of Article 5 of the Law on Competition of the Republic of Lithuania if from the moment of binding effect of the decision to impose an economic sanction established in the Law on Competition of the Republic of Lithuania less than 3 years have passed);

• not associated with the award of the concession tender preparation or the preparation for the implementation of the project and cannot therefore be a breach of suppliers equally.

The participant knows and understands that if this declaration is false, pursuant to Article 10 of the Law on Concessions. 4 point 7 of the application or proposal will be rejected.

The Participant also confirms his awareness of his liability for correctness of the information provided for in the declaration according to the procedure established by laws.

(Title of Participant or its authorised person)

(Signature)

(Full name)

NOTE: If a group of economic entities participate in the Public Tender, each economic entity has to fill in the declaration.

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Annex 9 to the Terms

PROCEDURE AND CRITERIA FOR EVALUATION OF PROPOSALS

I. INITIAL ASSESSMENT

Following submission of the Preliminary and (or) Detailed Proposal by the Participant, it shall be evaluated by the Commission in accordance with the procedure established in this Annex and, in case of submission by the Participant of a Detailed Proposal – also in accordance with the criteria specified in this Annex. The assessment procedures shall be carried out in the absence of the Participants.

The following will be checked by the Commission:

- (i) Whether the Proposal of the Participant concerning the Project implementation has been made to the full extent required;
- (ii) Whether the Proposal replies to all issues required in the Terms;
- (iii) The proposed Project implementation method is substantiated and practicable;
- (iv) *[If this basis for dismissal is applied Financial and commercial aspects proposed in the Detailed Proposal comply with the Terms;]*
- (v) More than one or an alternative proposal is not being submitted;
- (vi) The Proposal meets the requirements established in the Terms;
- (vii) The Proposal validity period is not shorter than requested;
- (viii) The Model of Financial Activity submitted is substantiated;
- (ix) *[If applicable a suitable validity assurance (original) has been submitted for the Detailed Proposal]*
- (x) The Proposal does not contain any arithmetic errors pertaining to calculations of Concessionaire`s payments or any other revenue or expense amounts of *[Choose applicable Price / or [if combination of both is applied and] Fee]* described in the Proposal – in such case the Participant will have to correct them within the established period of time.

[If Preliminary Proposals are submitted When assessing Preliminary proposals, each member of the Commission shall evaluate positively or negatively the compliance of the Preliminary proposal with the above mentioned terms. The Preliminary Proposal will be evaluated negatively and the Participant will not be invited to participate in further Tendering procedures, if he gets more negative evaluations than positive ones (in case of a draw the vote of the chairman of the Commission shall be decisive). The Preliminary Proposal will receive a negative evaluation and the Participant will not be invited to participate in further Tendering procedures]

When assessing Detailed Proposals it will be checked whether the above mentioned conditions are complied with *[If Preliminary Proposals are submitted, and whether the Participant does not offer inferior conditions, except in the case when the revision of the appropriate condition in the invitation to submit Proposals allowed the Participant to submit such inferior proposal.]*. Should any one of these conditions not be met, the Detailed Proposal of the Participant will be dismissed and not assessed by the Awarding Authority. Should only one Detailed Proposal meet the conditions, it will not be assessed and the Participant, by whom it was submitted, will be invited to negotiations immediately, announcing this in „Information supplement“ *[If announced elsewhere and [indicate sources of announcement]]*. Should more than one of the Detailed

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Proposals meet the terms, they will be assessed in accordance with the criteria for assessment of Detailed Proposals laid down below.

At the request to the Participant, whose Proposal [*If Preliminary Proposals are submitted received negative evaluation or*] was dismissed as not complying with the Terms, the Awarding Authority will provide the reasons for [*If Preliminary Proposals are submitted negative evaluation of the Preliminary Proposal or*] dismissal of the Detailed Proposal.

CRITERIA FOR EVALUATION OF DETAILED PROPOSALS¹³

Detailed Proposals, complying with the requirements of the Terms, will be assessed in accordance with the criterion of the most economically advantageous proposal, consisting of the following parts:

| No. | Assessment criterion | [Choose applicable Possible number of scores/ or Comparative weight of the functional parameter of the criterion] | Comparative weight in assessment of economic advantageousness |
|--|--------------------------------------|---|---|
| Criteria for assessment of financial and commercial aspects (P) | | [scale of assessment] | [P=[value]] |
| 1. | [Choose applicable Price/ or Fee] | [scale of assessment] / [L ₁ =[comparative weight]] | [P ₁ =[value; <K]] |
| 2. | [Indicate other assessment criteria] | [scale of assessment] / [L ₂ =[comparative weight]] | [P ₂ =[value; <K]] |
| Criteria for assessment and comparison of technical aspects (K) | | [scale of assessment] | [K=[value; 100-P]] |
| 1. | [Indicate other assessment criteria] | [scale of assessment] / [L ₁ =[comparative weight]] | [K ₁ =[value; <K]] |
| 2. | [. . .] | [scale of assessment] / [L ₂ =[comparative weight]] | [K ₂ =[value; <K]] |
| 3. | [. . .] | [scale of assessment] / [L _n =[comparative weight]] | [K _n =[value; K ₁ +K ₂ +K _{..} =K]] |
| Total sum: | | [maximum sum of assessment] | 100 |

Economic advantageousness of the Proposal (S) shall be calculated by adding up the scores of Criteria for assessment of financial and commercial aspects (P) and Criteria for assessment and comparison of technical aspects (K):

$$S=P+K$$

Where scores of criteria (T) shall be calculated by adding up scores of separate criteria (T_i):

¹³ Recommended criteria for evaluation of Detailed Proposals

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$$T = \sum_i T_i$$

Scores of separate criteria (T_i) shall be calculated by multiplying the amount of assessment of this criterion parameters (S_s) by the comparative weight of the criterion being assessed (L_i):

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

[Indicate how assessments of parameters will be calculated.]

II. ASSESSMENT OF DETAILED PROPOSALS

The Awarding Authority will assess Detailed Proposals in accordance with the specified assessment criteria. A list of non-rejected Participants will be compiled in descending order of economic advantageousness. If economic advantageousness of several Participants is the same, then the names of the Participants will be listed in order when they submitted their Detailed Proposal. The compiled list of Participants will be announced in „ Information supplement “ *[If announced elsewhere and [indicate sources of announcement]]*. Besides, the interested Participants will be notified about the assessments results, the compiled list of Participants in descending order of economic advantageousness of their Detailed Proposals and the Participant who is invited to negotiations *[Indicate the way of notification of the Participants]* not later than within *[Term, recommended – 5]* business days from completion of assessment.

The Participant, who has submitted the most economically advantageous Detailed Proposal, will receive an invitation to participate in negotiations together with the notification on the assessment results.

At request of the Participants not invited to negotiations, the Awarding Authority will provide them with the characteristics and relative advantages due to which the Proposal was acknowledged to be the best, as well as the name of the Participant, who submitted this proposal, except for the confidential information presented by the Participant.

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Annex 10 to the Terms

PROVISION OF THE PROPOSAL

Preliminary and detailed proposals are to be submitted in Lithuanian [*If applicable* or [*alternative language*]] language. In case the documents are submitted in [*If only Lithuanian language is allowed* foreign / *if more languages are allowed* another] language, they have to be translated into Lithuanian [*If applicable* or [*alternative language*]] language. Authenticity of translation is to be confirmed by the translator or the person authorised by the economic entity.

The proposals being submitted have to be signed by the person authorised by the Participant, the documents in evidence of the right of the person to sign on behalf of the Participant have to be submitted along with it in case the Proposal has been signed not by the same person who signed the Application. Documents issued by another institutions or persons have to be signed by the person issuing them or the representative of the relevant institution.

The proposals, together with the documents submitted [*indicate the way in which the proposals should be submitted*].

The proposal must be signed, copies of documents must be approved by an authorized person and, if applicable, a stamp showing the date, name, and office or authorized Awarding Authority, the Participant's country of origin legal regimes.

[*If proposal validity assurance is required and its original is required* Original proposal validity assurance [*If collateral is applied* or the document confirming payment of collateral] to the Awarding Authority has to be submitted to the address [*Address*] up to the deadline for submission of the Detailed Proposal in a sealed envelope bearing the name of the Project, the name of the Participant and that the envelope contains the Proposal validity assurance.]

Prior to submission of the Proposal validity assurance the Participant may address the Awarding Authority for its approval. The answer will be delivered [*Indicate way of delivering of the answer*] not later than within 3 business days from the receipt of such inquiry.]

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

[Name of the Awarding authority]

[Contact details of the Awarding authority: address, e-mail, and phone and fax numbers]

PROPOSAL

(Preliminary / Thorough)

(Date) (number)

(Place)

[Please specify the title of the Project]

(Title of the Project)

Participant's name¹⁴

Legal person's code

VAT payer's code

Address of registered office

Address for correspondence

By submitting this Proposal we confirm that we thoroughly examined the Conditions announced *[please specify the advertisement sources]* and other submitted documents and ascertained the accuracy and particularity of information to submit the Proposal. We hereby confirm that we assessed our existing and available financial resources, profitability of the Project and created a sound Financial business model.

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

| Terms and requirements of Project implementation | Proposals |
|--|------------------|
| <i>Please specify the terms and requirements of the Project, for which the</i> | |

¹⁴ If the Participant acts as a group of entities, this information should include the data about all the members of the group. The main member, who is authorized to represent the group, should also be specified.

| | |
|--|--|
| <i>Participant has to submit proposals]</i> | |
| <i>[Please specify the terms and requirements of the Project, for which the Participant has to submit proposals]</i> | |
| Other proposals important for the implementation of the Project according to the Participant | |

We offer the following stages of the implementation of Partnership (concession) agreement:

| Stage | Period of implementation stage | Description of the stage |
|-------|--------------------------------|--------------------------|
| | | |
| | | |
| | | |

[If payments are planned for a Concessionaire Our price is as follows:

| No. | | Price without VAT | Price including VAT |
|-----|--|-------------------|---------------------|
| 1. | Proposal price (for the whole period of Partnership (concession) agreement) | | |

Structure of payments:

| Part of payment ¹⁵ | Measure unit | Year | | | | |
|---|---------------------------------------|------|---|-----|-----|-----------------|
| | | 1 | 2 | ... | N-1 | N ¹⁶ |
| <i>[please indicate parts of payment]</i> | <i>[please indicate measure unit]</i> | | | | | |
| <i>[please indicate parts of payment]</i> | <i>[please indicate measure unit]</i> | | | | | |
| <i>[indicate parts of payment]</i> | <i>[indicate measure unit]</i> | | | | | |

¹⁵ Parts of payment are submitted from the calculated results of Financial business plan *[please specify the exact location of the plan]*.

| | | | | | | |
|----------------------------|--|--|--|--|--|--|
| Total¹⁷: | | | | | | |
|----------------------------|--|--|--|--|--|--|

[The indicated price includes all our costs and taxes payable.]

[If payments of Concessionaire are planned for Awarding authority We propose the following Tax:

| No. | | Tax without VAT | Tax including VAT |
|-----|---|-----------------|-------------------|
| 1. | Tax (total amount of the whole period of Partnership (concession) agreement) | | |

Tax payment structure:

| Tax portion ¹⁸ | Measure unit | Year | | | | |
|---|---------------------------------------|------|---|-----|-----|-----------------|
| | | 1 | 2 | ... | N-1 | N ¹⁹ |
| <i>[please indicate parts of payment]</i> | <i>[please indicate measure unit]</i> | | | | | |
| <i>[please indicate parts of payment]</i> | <i>[please indicate measure unit]</i> | | | | | |
| <i>[please indicate parts of payment]</i> | <i>[please indicate measure unit]</i> | | | | | |
| Total²⁰: | | | | | | |

]

As an integral part of the proposal we attach the Financial business model prepared under the requirements specified in Annex 16 where we prove financially (economically) our investment objectives, provide the assessment of investment return and other efficiency indicators. We also indicate and prove the funds, funding sources and conditions necessary for the implementation of Partnership (concession) agreement.

We will invoke the following subcontractors for the execution of Partnership (concession) agreement:

| Subcontractor's name | The part of Partnership (concession) agreement for which it is invoked | Data certifying the capacities of subcontractor to implement the assigned part of Partnership (concession) agreement |
|----------------------|--|--|
| | | |
| | | |
| | | |

The proposals for the Partnership (concession) agreement of the Project, either newly submitted or submitted before this proposal and their explanations, is presented in the text with marked changes of Partnership (concession) agreement of the project, which is attached to the proposal.

By submitting this proposal, we confirm that our works and services fully meet the requirements of documents of Competition and applicable laws of the Republic of Lithuania, and the digital copies of documents and data submitted are true.

[If applicable For the security of proposal we provide

please specify the security type, size, documents and guarantee or surety)

Proposal is valid until _____

| No. | Names of documents attached | Number of document pages |
|-----|---|--------------------------|
| 1. | Financial business model (and documents proving that) | |
| 2. | Project of Partnership (concession) agreement with proposals, clarifications and their explanations (provided in the text of Partnership (concession) agreement clearly marked or checked with “track changes” or equivalent function in the text editor) | |
| 3. | List of related companies | |
| 4. | <i>[Please specify other documents]</i> | |

(Position of the participant or his/her authorized person)

(Signature)

(Name and surname)

16 The last period of the Partnership Agreement (years), for which the Price paid.

17 The total added amount of the payment parts within the payment structure throughout the time period of validity of the Partnership (concession) Agreement must be equal to the Price of the Proposal.

18 Payment parts are presented from the calculated results of the financial business model *[specify the exact location in plan]*.

19 The last period of the Partnership Agreement (years), for which the Tax paid.

20 The total sum of the Tax parts throughout the time period of validity of the Partnership (concession) Agreement must be equal to the Tax.

[Name of Awarding Authority]

[Contact details of Awarding Authority: address, e-mail, telephone and fax numbers]

**PROPOSAL VALIDITY ASSURANCE
(Guarantee)**

(Date) (Number)

(Place)

The customer, [Insert name of the Participant, company code, address; in case of a group of economic entities list full names of the members indicating the responsible member or indicate that the Participant submits the proposal on behalf of joint activity, submitting the proposal, indicating date and number of the joint activity agreement], has submitted a proposal to participate in [Name of the Tender] Tender.

[Name of the Guarantor, company code][represented by [Name of the branch]Branch,][Address], (hereinafter referred to as the Guarantor), under the terms set forth in the present guarantee irrevocably undertakes to pay to the [Name of the Awarding Authority] (hereinafter referred to as the Beneficiary) not more than [Amount in numbers], ([Amount in words, name of currency]) upon receipt of the first call of the Beneficiary to pay (original), which contains the guarantee No. [Indicate the guarantee number]. The Beneficiary shall be under no obligation to justify its call, however, in its letter it has to indicate that the amount requested belongs to it under one or more terms mentioned below:

1. The customer recalls or modifies his final proposal during its validity period after the end of the deadline for submission of final proposals.
2. Upon winning the Tender the Participant:
 - 2.1. Does not sign the agreement within the term specified by the Beneficiary;
 - 2.2. Does not submit security of performance of the agreement within the term specified by the Beneficiary.

Any written notice Guarantees the recipient has the guarantor together for the beneficiary of the service the bank confirmation that the signatures are authentic.

This commitment shall be binding on the Guarantor and his legal successors and stamped by the Guarantor [Date of issue of the guarantee].

The Guarantor shall make commitment only to the Beneficiary, therefore the present guarantee may not be transferred or pledged.

This guarantee shall be valid up to [Date of validity of the guarantee, not earlier than the date of validity of the Proposal].

All commitments of the Guarantor to the Beneficiary under this guarantee shall terminate if:

1. Until the last day of validity of the guarantee inclusive the Guarantor has not received a written call of the Beneficiary to pay (original) and confirmation of the bank of the Beneficiary that the signatures are authentic;

2. The original of the guarantee is returned to the Guarantor with the Beneficiary's attribution when:

- 2.1. The Beneficiary waives his rights under this guarantee; or
- 2.2. The Customer has fulfilled the obligations set forth in this guarantee.

Any calls of the Beneficiary to pay will not be executed if they are received at the address of the Guarantor indicated above after the end of the validity period of the guarantee.

Law of the Republic of Lithuania shall be applicable to this guarantee. Any disputes between the parties shall be settled in accordance with the procedure established by laws of the Republic of Lithuania.

Seal _____
(Title of authorised person)

(Signature)

(First letter of name, surname)

[Name of Awarding Authority]

[Contact details of Awarding Authority: address, e-mail, telephone and fax numbers]

**PROPOSAL VALIDITY ASSURANCE
(Suretyship)**

(Date) (Number)

(Place)

The present letter of suretyship shall be valid only in conjunction with the Insurance Agreement No. [Insert the Insurance Agreement number].

With the present letter of suretyship the Customer [Insert name of the Participant, company code, address; in case of a group of economic entities list full names of the members indicating the responsible member or indicate that the Participant submits the proposal on behalf of joint activity, submitting the proposal, indicating date and number of the joint activity agreement] and the Surety [Insert name, legal status and address of the Surety], (hereinafter referred to as the Surety) irrevocably undertake to pay to the [Name of the Awarding Authority] (hereinafter referred to as the Beneficiary) [Insert amount of suretyship in numbers] ([Insert amount in words]) under this suretyship agreement.

WHEREAS the Customer has submitted a written proposal (hereinafter referred to as the Proposal) to the Awarding Authority as participating in the Tender [Name of the Tender],

THEREFORE THE FOLLOWING TERMS SHALL BE SET FOR THIS SURETYSHIP:

If the customer withdraws or modifies his Proposal during its validity period after the end of the deadline for submission of proposals; or

If the Awarding Authority notifies the customer that his proposal was successful within the validity period of this Proposal and the customer refuses to sign the Agreement and does not sign it within the period specified by the Awarding Authority; (or)

If the Customer fails to submit security of performance of the agreement within the period specified by the Awarding Authority

The Surety shall undertake to pay to the Awarding Authority the amount mentioned above immediately upon receipt of the first written call to pay of the Awarding Authority. The Awarding Authority shall be under no obligation to justify its call, however, it shall have to indicate that this call has arisen from any of the above mentioned events indicating which event has occurred (events have occurred).

Obligations of the Surety shall be valid until [validity period, not shorter than the Proposal validity period] inclusive.

The Awarding Authority shall have to submit its call to pay to the Surety not later than within three months from the end of term of the Surety obligations.

Surety:

Seal _____

(Title of authorised person)

(Signature)

(First letter of name, surname)

[Name of Awarding Authority]

[Contact details of Awarding Authority: address, e-mail, telephone and fax numbers]

**SECURITY OF PERFORMANCE OF OBLIGATIONS
(Guarantee)**

(Date) (Number)

(Place)

Client [insert name of the concessionaire, company code, address] obligations under the [Awarding of the authority] (hereafter - the recipient of the guarantee) to be signed Treaty No. [number] (hereinafter - Agreement) on the [Competition object] should ensure contract performance guarantee.

[Name of the Guarantor, company code][Represented by [Name of the branch]Branch,][Address], (hereinafter referred to as the Guarantor), under the terms set forth in the present guarantee irrevocably undertakes to pay to the Beneficiary not more than [Amount in numbers], ([Amount in words, name of currency]), upon receipt of the first call of the Beneficiary to pay (original), which contains the guarantee No. [Indicate the guarantee number], confirming that the Customer failed to perform or performed improperly its obligations under the Agreement indicating what obligations were not performed or performed improperly.

This commitment shall be binding on the Guarantor and his legal successors and stamped by the Guarantor [Date of issue of the guarantee].

The Guarantor shall make commitment only to the Beneficiary; therefore the present guarantee may not be transferred or pledged.

Any written notice Guarantees the recipient has the guarantor together for the Beneficiary of the service the bank confirmation that the signatures are authentic.

This guarantee shall take effect on signing of the Agreement.

This guarantee shall be valid up to [Date of validity of the guarantee].

All commitments of the Guarantor to the Beneficiary under this guarantee shall terminate if:

1. Until the last day of validity of the guarantee inclusive the Guarantor has not received a written call of the Beneficiary to pay (original) and confirmation of the bank of the Beneficiary that the signatures are authentic;

2. The original of the guarantee is returned to the Guarantor with the Beneficiary's attribution when:

2.1. The Beneficiary waives his rights under this guarantee; or

2.2. The Customer has fulfilled the obligations set forth in this guarantee.

Any calls of the Beneficiary to pay will not be executed if they are received at the address of the Guarantor indicated above after the end of the validity period of the guarantee.

Law of the Republic of Lithuania shall be applicable to this guarantee. Any disputes between the parties shall be settled in accordance with the procedure established by laws of the Republic of Lithuania.

Seal _____
(Title of authorised person)

(Signature)

(First letter of name, surname)

(Title of authorised person)

(Signature)

(First letter of name, surname)

[Name of Awarding Authority]

[Contact details of Awarding Authority: address, e-mail, telephone and fax numbers]

**SECURITY OF PERFORMANCE OF OBLIGATIONS
(Suretyship)**

(Date) (Number)

(Place)

The present letter of suretyship shall be valid only in conjunction with the Insurance Agreement No. [Insert the Insurance Agreement number].

Performance of obligations [Indicate obligations being assured] of the Customer [Insert name of the Concessionaire, company code, address] under the Agreement No. [Number] (Hereinafter referred to as the Agreement) on [Object of purchase] to be signed with the [Name of the Awarding Authority] (hereinafter referred to as the Awarding Authority) shall have to be secured with the suretyship of performance of obligations.

With the present letter of suretyship the Customer and the Surety [Insert name, legal status and address of the Surety], (hereinafter referred to as the Surety) irrevocably assure to the Awarding Authority with [Insert amount of suretyship in numbers] ([Insert amount in words, indicate currency]) amount and undertake to pay it properly under this suretyship agreement.

WHEREAS the Awarding Authority has signed the Agreement with the Customer,

THEREFORE THE FOLLOWING TERMS SHALL BE SET FOR THIS SURETYSHIP:

If the Customer fails to perform or performs improperly its obligations

The Surety shall undertake to pay to the Awarding Authority the amount mentioned above immediately upon receipt of the first written call of the Awarding Authority. The Awarding Authority shall be under no obligation to justify its call, however, it shall have to indicate which obligations were not performed or performed improperly.

This letter of suretyship shall take effect on signing of the Agreement.

Obligations of the Surety shall be valid until [Validity period] inclusive. Upon request of the Customer validity of the letter of suretyship may be extended.

The Awarding Authority shall have to submit its call to pay to the Surety not later than within three months from the end of the term of the Surety obligations.

Surety:

Seal _____
(Title of authorised person)

(Signature)

(First letter of name, surname)

DRAFT PARTNERSHIP (CONCESSION) AGREEMENT

[Draft Partnership (concession) agreement to be attached.]

PROCEDURE FOR DISPUTE SETTLEMENT

If an economic entity deems actions and decisions of the Awarding Authority to be violating, now or in the future, its lawful interest

In such case a claim may be submitted to the Awarding Authority by the economic entity on, in the opinion of the economic entity, actions or decisions made by the Awarding Authority violating its lawful interests.

A claim may be submitted to the Awarding Authority *[Indicate by what means]* within:

- (i) 15 days from the day of sending to economic entities of a written notification of the Granting Awarding Authority on the decision made; or
- (ii) 10 days from the day of announcement of the decision made by the Awarding Authority in cases when the Law on Concessions does not require to give a written notification to economic entities on decisions made by the Awarding Authority.

The claim will be reviewed by the Awarding Authority only in such case if it is received within the above indicated deadlines and prior to the day of announcement of the notification on decision to conclude a Partnership (Concession) Agreement in „ Information supplement “. During revision of the claim the Tendering procedures shall be stopped. The claim must be reviewed and the motivated decision made by the Awarding Authority not later than within 5 business days from the day of its receipt and the economic entity and other interested Participants must be notified *[Indicate by what means]* on the decision made not later than on the next business day. In such case the notification on change of the earlier delivered terms of the Tendering procedure also must be given by the Awarding Authority.

If the claim is not satisfied by the Awarding Authority

The Participant who thinks that the Awarding Authority has violated its lawful interests by granting a concession has the right during a prescriptive period of 1 month from the day of announcement of the decision to conclude a Partnership (Concession) Agreement in “Information supplement” to address the court for defence of the violated rights in accordance with the legislation of the Republic of Lithuania.

[Name of Awarding Authority]

[Contact details of Awarding Authority: address, e-mail, telephone and fax numbers]

COMMITMENT OF CONFIDENTIALITY

In order to participate in the Tender carried out by the *[Name of Awarding Authority]* (hereinafter referred to as **the Awarding Authority**) on implementation of the *[Name of the Project]* (hereinafter referred to as **the Project**) and receive the confidential information related to the Project under implementation and the Tendering procedures _____ (hereinafter referred as **the Participant**) shall undertake the following commitments of confidentiality:

1. The Participant shall undertake to keep in secret any information received during the Tender from the Awarding Authority, keep such information as his own commercial secrets, in any case, however, applying protection of confidentiality that is not less than a reasonably prudent businessman should apply, and not to disclose such confidential information to the third parties, except for the cases when such confidential information:
 - 4.1. Is generally known or publicly available;
 - 4.2. Has been received from the third parties without taking up commitments of confidentiality by the person who has disclosed the information;
 - 4.3. Has to be disclosed to the third parties while the Participant is seeking to participate in the Tender or carrying out the Partnership (Concession) Agreement on the Project implementation if the third parties receiving the information take up commitments of confidentiality that in their extent are not less strict than commitments of confidentiality set forth in this Commitment of Confidentiality (if the third parties disclose the confidential information of the Awarding Authority the Participant shall be responsible for the actions of the third parties as if for his own ones);
 - 4.4. Has been developed by the Participant without using the confidential information of the Awarding Authority or had been earlier known to the Participant;
 - 4.5. Has to be disclosed to state institutions according to the legislation if the Participant has disclosed to state institutions the smallest possible amount of the confidential information, has taken all measures provided for in the legislation that the state institution receiving the information would keep the received information confidentially and has notified the Awarding Authority on such disclosure of the information.
2. Commitment of confidentiality provided for in this commitment shall be valid both during carrying out of the Tendering procedures and after the end of these procedures.
3. The present commitment shall make legally binding obligations of the Participant. Law of the Republic of Lithuania shall be applied in its respect. Disputes related with execution of this commitment shall be settled in the courts of the Republic of Lithuania according to the location of the registered headquarters of the Awarding Authority.

[Name, surname, title]

[Name of participant]

[Date]

REQUIREMENTS OF FINANCIAL PERFORMANCE MODEL

[According to these requirements to prepare financial business model, which must include at least:

Requested financial indices of the Project Company;

Structure and terms of financing of the operation of the Concessionaire (amount of equity and debt, terms and conditions of granting loans and their repayment, interest rates);

The estimated profit of the Concessionaire and return on investments (both subordinated loans and provided capital) of the Participant;

Investments into development or acquisition of the new equity intended for performance of the Project and renewal or adapting of the property transferred by the Awarding Authority for performance of the Project, methods, amounts, performance periods.

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

(Name of Participant, legal entity code, headquarters address)

[Date], No. [Number]

[Name of Awarding Authority]

[Contact details of Awarding Authority: address, e-mail, telephone and fax numbers]

LIST OF ASSOCIATED COMPANIES

With regard to the requirement of the Terms of the Invitation to Tender, we provide the list of companies associated with us as a Participant along with the proposal to participate in the Tender [Name of the Tender]:

| Companies associated with [Name of Participant]: | Links: |
|--|--------|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |

An Associated Company in this case is deemed to be any company, partnership, limited partnership, fund or other unit (legal or non-legal entity) that is controlled, directly or indirectly, by the Participant (or its members) or which controls, directly or indirectly, the Participant (or its member) or which is controlled, directly or indirectly, by another entity jointly with the Participant, having the right of ownership, a part of capital or by implementing requirements of legislation applicable to such controlled company.

Control means dominant influence over another economic entity by having, directly or indirectly, right of ownership, otherwise participating financially or providing for rules of participating in this entity, i.e. when:

- (i) holding more than half of the shares or other equity issued by such controlled company; or
- (ii) holding more than half of all votes conferred by the shares or other equity issued by the controlled company; or
- (iii) holding a possibility to appoint or select more than half members of a management or other body (except for meeting of participants) of such controlled company; or
- (iv) agreement has been concluded under which the controlled company has undertaken to implement decisions and instructions of the controlling company; or
- (v) holding not less than half of assets, profit or residual claim of the controlled company.

We understand and accept that in case the List of Associated Companies presented by us appears to be incorrect or upon change of these companies failing to update this list within a reasonable term, our proposal may be dismissed and we may be eliminated from further participation in the Tender.

(Title of Participant or its authorised person)

(Signature)

(Name and surname)

DIRECT AGREEMENT

[Draft Direct Agreement to be added.]

INFORMATION ON PREVIOUS AGREEMENTS CARRIED OUT BY THE PARTICIPANT

Herewith we provide information on agreements carried out by the Participant during the last [*Indicate number*] years (if the Participant has been operating for less than 5 years – from the date of its registration).

| | |
|--|--|
| The Participant | |
| Member (members) of the Participant | |
| Qualifying requirement | <i>To choose one separate requirement to which information is provided on projects meeting this requirement: Requirement of economic and financial state 2.1 or Requirement of technical and professional capability 3.3 or Requirement of technical and professional capability 3.4</i> |
| Project reference number | <i>(numbered successively starting from 1)</i> |

| Information | Answers |
|--|--|
| Name of the project | <i>Information on the project including official name of the project and the number of the agreement.</i> |
| Place of the project | <i>Country, city, street, project lot or area.</i> |
| The client | <i>Name of the client.</i> |
| Contact information of the client | <i>Main contact persons of the client, their names, titles, telephone numbers, e-mail, post address. By providing this information the Participant grants the right to the Buying Authority or its representatives to contact these contact persons on all issues, including enquiries of information and documents related to the Competitive dialogue.</i> |
| Duration of the agreement | <i>Date of start of the partnership (concession) agreement, end of the agreement.</i> |
| Duration of the Participants participation in the Project | <i>Beginning of participation, its duration.</i> |
| Description of the project | <i>Value, scope and complexity of investments.</i> |
| The present | <i>To describe the present situation describing the main implemented stages.</i> |

| | |
|------------------------------------|--|
| situation of the project | |
| Model of agreement | <i>To indicate the structure of the agreement: ex. partnership, design-construct, construct etc.</i> |
| Role (roles) in the project | <i>Roles, duties and responsibility in the project.</i> |
| Miscellaneous | <i>Other information that, in the opinion of the Participant, is important while assessing qualification of the Participant.</i> |