

Annex No. 3 to the order No. 2017/8-311 of the
director

of the public institution Central management
Agency of

No. 2017/8-311 Annex No. 2

**THE CONDITIONS FOR THE SELECTION OF
THE INVESTOR THROUGH NEGOTIATIONS FOR THE
IMPLEMENTATION OF THE PROJECT [*PROJECT NAME*]
OF THE PARTNERSHIP OF
THE PUBLIC AND PRIVATE PARTNERS**

[DATE],

[Place]

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I. INFORMATION ABOUT THE PROJECT THAT IS BEING IMPLEMENTED

1. *A brief description of the Project and the presentation of the field in which the Project is being implemented.*
2. *The context of the project implementation, the need for the Project and its importance.*
3. *Project implementation goals.*
4. *Description of the main conditions for the implementation of the Project:*
 - 4.1. *Duration of the Agreement;*
 - 4.2. *Object of the Announced negotiations (description of Works, Services, expected results, and the needs of the Public partner, required investments);*
 - 4.3. *The property transferred to a Private partner (status, legal status, potential problems) and the manner in and the rights under which it could be transferred to the Private partner;*
 - 4.4. *issues of the property rights with respect to the Property;*
 - 4.5. *Distribution of risk between the Public partner, the Investor, and the Private partner;*
 - 4.6. *the funds from which and ways in which the performance of the Agreement could be financed;*
 - 4.7. *structure of payments for the performance of the Agreement;*
 - 4.8. *deadlines for the performance of Works, requirements for them;*
 - 4.9. *deadlines and requirements for the provision of Services, and ways of their provision;*
 - 4.10. *possibilities for employment and replacement of Sub-suppliers;*
 - 4.11. *required prohibitions;*
 - 4.12. *minimum requirements for monitoring and supervision of the performance of the Agreement;*
 - 4.13. *principles of the Responsibility of the Parties;*
 - 4.14. *security of the requirements of Parties and third parties;*
 - 4.15. *Return / transfer of the Property after the expiration of the Agreement;*
 - 4.16. *Indicators that are being implemented;*
 - 4.17. *other information about the Project important for potential investors.*

II. GENERAL PROVISIONS

1. PUBLIC PARTNER

5. The project is implemented by [*name and details of the Public partner*] (hereinafter referred to as the **Public partner**). The public entity is [*specify the legal status, main fields of activity / functions, the legislation based on which the Public partner is obliged to perform them*]. The Public partner implements the Project based on [*specify the basis on which the Public partner is regarded as a public partner, as defined in the Law on investments*] the rights that are granted to it.
6. Public partner contact person for information about the conditions and procedures of the Announced negotiations - [*position, name, last name, address / e-mail, phone and fax numbers of the authorized person*].

2. THE NEEDS AND GOALS OF THE PUBLIC PARTNER

7. The Public partner seeks to select a private Investor. The Investor or a Private partner established or formed by it, who will become parties to the Agreement and will carry out the activities specified therein, and will implement the Project. To this end, the Public partner will sign the Agreement with the chosen Investor or the Private partner that it established.
8. The Public partner seeks to ensure that the Project:
 - 8.1 would be implemented efficiently, qualitatively, in accordance with all requirements of legislation, and based on good business practice;
 - 8.2 would ensure the implementation of its objectives, specified in the paragraph 3 of the Conditions;
 - 8.3 [*Specify other requirements of the Public partner for the Project according to the Technical Specifications*].
9. The detailed description of the project and the requirements for its implementation are presented in the annex No. 2 to the Conditions *Technical specifications*. The Public partner provides the possibility to the Candidate invited to participate and submit the Initial tender / Final tender for negotiations, and who signed to the Obligation of Confidentiality, to familiarise with the documents related to the Project (*[list such data - e.g. fragments of feasibility studies, territory plans, related agreements, the disclosure of which will not adversely affect the negotiations and do not violate the interests of the Public partner, etc.]*).
10. [*Choose* The implementation of the Project will be funded from [*indicate sources of funding, and the program that is implemented*]. For this objective, [*choose allocated / or is planned to receive*] [*indicate the amounts of funding and their details according to funding sources*]. / *or* the implementation of the Project will be financed from the budget of the Public partner].

11. The project is not be divided into parts and will have to be implemented in full. Initial tenders / Final tenders for an individual part of the Project will be rejected by the Public partner. *[specify the arguments of the decision not to divide the Object of the Project into parts in accordance with the part 2 of the article 28 of the Law on Public Procurement]*. It is prohibited to submit alternative Initial tenders / Final tenders.
12. The maximum timeframe for the performance of the agreement is up to *[specify the timeframe of the Agreement]* from the day when the Agreement enters into force in full. The performance of the Agreement will be comprised the following stages:
 - 12.1. Work performance - up to *[specify the period]* years;
 - 12.2. Service provision - up to *[specify the period]* years; If the Works are performed within shorter time than within *[specify period]* years, the timeframe for the provision of the Services increases, but the total timeframe for Works and Services cannot be longer than *[specify the period]*.
13. Detailed requirements for the implementation of the Agreement stages are specified in the Agreement, taking into account the Initial tenders / Final tenders of the Participants for the implementation of the Project.

3. ESSENTIAL REQUIREMENTS FOR THE PROJECT IMPLEMENTATION

14. The Public partner will not negotiate only for the following essential requirements for the Project implementation:
 - 14.1. the setting of the amount of the Annual remuneration, which is higher than the amount allocated for the implementation of the Project;
 - 14.2. the issues of the property rights of the property, transferred for the performance of the Agreement or newly created during the performance, after the expiration of the Partnership agreement;
 - 14.3. longer duration for the creation of property than specified in the Conditions;
 - 14.4. longer term of the Agreement than *[specify the period]*
 - 14.5. *[specify other conditions, which will not be negotiated, in accordance with the Technical specifications and draft of the Agreement]*.

4. INFORMATION ABOUT THE SELECTION OF THE INVESTOR

15. The Investor is selected through negotiations. This method is governed by the third section of the chapter III of the Law on Public Procurement. The announced negotiations were chosen in the light of the fact that *[specify the basis for the carrying out of the procurement in a manner of announced negotiations, which meets the requirements of the Law on Public Procurement]*.
16. *[Choose one of these sentences There were no early announcements about these Announced negotiations. / or Advance notice about these Announced negotiations was published on [day] [month] [year] in the EUOJ, No. [number], at the following CPP IS*

address: <https://pirkimai.eviesiejipirkimai.lt/> [if the negotiations were also announced elsewhere and [other sources, where the negotiations were also announced in advance]].

17. Notice about the Announced negotiations was published on [day] [month] [year] in the EUOJ, No. [number], at the following CPP IS address: <https://pirkimai.eviesiejipirkimai.lt/> [if the negotiations were also announced elsewhere and [other sources, where the negotiations were also announced]].
18. [If the Conditions are published on the Public partner website, the Conditions may also be found on the website of the Public partner at [address].]
19. Announced negotiations are conducted by the Commission. It consists of [number of members, recommended no more than 7] members who have signed confidentiality pledges and declarations of impartiality. Minutes are recorded for all meetings of the Commission. For the consultation of the Commission on issues requiring specialist knowledge or to assess them, the Public partner [if there are plans to invite has the right to invite / or invited if they are already invited] [select [specify fields the experts of which are employed, e.g.. legal, technical, financial fields] / or respective subject] experts. Experts must also sign confidentiality pledges and declarations of impartiality. Observers will not be invited to the meetings of the Commission, as it is specified in the part 4 of the Article 19 of the Law on Public Procurement.
20. The announced negotiations are guided by the principles of equality, non-discrimination, mutual recognition, transparency, proportionality, and rational use of funds, the Law on investments, the Law on Public Procurement, the Civil Code of the Republic of Lithuania, and these Conditions, as well as the requirements of the legislation of European Union.
21. All entities / Candidates / Participants are subject to equal requirements, are provided equal opportunities, and as far as it is possible are supplied with the same information, taking into consideration the confidentiality of the information of entities / Candidates / Participants.
22. Any information, explanations of the Conditions, notices or other correspondence between the Public partner and interested entities / Candidates / Participants is carried out only by means of CPP IS and in Lithuanian.
23. The Commission may amend the Conditions and has the right to terminate the Announced negotiations if circumstances, which could not have been foreseen, have arisen and it must also done if the principles specified in the part 1 of the Article 17 of the Law on Public Procurement have been violated, and the respective situation cannot be remedied in accordance with the Law on Public Procurement and the Rules for the preparation of public and private sector partnership projects, approved by the decree No. 1480 of the Government of the Republic of Lithuania "On the partnership of public and private sectors" of 11 November 2009 (the version of 3 December 2014 of the decree No. 1363 of the Government of the Republic of Lithuania).

5. EXPLANATION AND CLARIFICATION OF THE CONDITIONS

24. Should the questions occur due to these Announced negotiations or their Conditions, or a clarification or explanation would be required, interested entities may submit Requests to the Commission in accordance with the procedure specified in the Annex No. 3 to the

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

25. The Commission will provide a response to the Request that may affect all entities / Candidates / Participants to all entities / Candidates / Participants, and at the same time, but will ensure the protection of confidential information and will not disclose who had submitted the request.
26. The Commission may submit explanations or clarifications to all entities / Candidates / Participants on its own initiative in accordance with the procedure specified in the annex No. 3 to the Conditions *Submission of Requests*.
27. Furthermore, for the clarification of the Conditions, the Commission may hold meetings with each Candidate. Each Candidate will be notified of their time and date individually. The minutes of each meeting, which will record all the questions, submitted by the Candidate, and answers provided to them during the meeting, it will be made available to all Candidates participating in the procedures of the Announced negotiations, but without disclosing the identity of the Candidate who participated in the meeting and ensuring the protection of his confidential information. Candidates may submit questions for the meeting in advance by correspondence means of CPP IS. If needed, additional meetings can be organized as well. If the Commission organizes joint meetings with all entities / Candidates / Participants, minutes of such meetings will be taken. Information about the meeting with the entities / Candidates / Participants, as well as all questions and answers to them submitted during this meeting, are published on CPP IS, without disclosing the identity of the entity / Candidate / Participant who submitted the question.

6. REDRESS PROCEDURE FOR THE VIOLATED RIGHTS

28. An entity that considers that the Commission or the Public partner does not comply with the requirements of the Law on Public Procurement and thereby violates the legitimate interests of this entity shall have the right to employ the legal remedies specified in the Annex No. 23 to the Conditions *Dispute examination procedure*.

III. CONDUCTION OF THE ANNOUNCED NEGOTIATIONS

1. THE PROGRESS OF THE ANNOUNCED NEGOTIATIONS AND THE INDICATIVE TIMETABLE

29. Below is an indicative timetable for the procedures of the Announced negotiations. The deadlines indicated in the timetable may change, depending on the number of received applications and Initial tenders / Final tenders, the progress of the negotiations, the received number of the requests and complaints of the entities, Candidates, or the Participants, the occurred need to clarify the Conditions or annexes thereof, etc. The deadlines will be extended for as long as the Public partner will need to perform the necessary procedures and as reasonably is needed to allow the interested Candidates to properly assess the information provided by the Public partners.

30. The announcement about the extension of the deadline for the submission of the application, Initial tender / Final tender proposal is made in the same way as the Conditions were announced, and are communicated via the CPP IS or CPP IS means of correspondence. If needed, the other information provided in announcement about the procurement through the Announced negotiations will be clarified as well.
31. The Commission will inform the interested Candidates / Participants about other dates and deadlines of individual actions individually.

2. SUBMISSION OF AN APPLICATION

ENTITIES THAT ARE ALLOWED TO SUBMIT AN APPLICATION

32. An application for participation in the Announced negotiations can be submitted by an independent entity or a group of entities that may be Candidates and meet the Qualification requirements, specified in the Annex No. 4 to the Conditions *Qualification requirements*.
 33. If an entity group submits its candidacy for the Announced negotiations:
 - 33.1. it must specify in the application submitted the managing member and the contact person of the managing member. This person must be given the power to carry out all the actions that are necessary during the procurement procedures on behalf of the group of entities;
 - 33.2. together with the application, it is necessary to submit a joint venture agreement clearly indicating the obligations assigned to each member of the group of entities during the implementation of the Project. The agreement must provide for the joint liability of all parties to the joint activity agreement for failure to perform the obligations of the Public partner or according to the Agreement properly. Failure to submit this agreement with the application or after a request / reminder from the Public partner to submit such an agreement, will result in the rejection of the application;
 - 33.3. entities forming a group of entities will not be able to submit an application or to participate in the procedures of the Announced negotiations either independently or with other persons, and date

Within *[period]* days from the end of the negotiations
(before ending of the negotiations)
- Coordination of the draft agreement with the Ministry of Finance [if applicable, and the municipality's controller and ...]
- Conditions. If this requirement is not met, the Commission will reject all such applications and/or Initial tenders / Final tenders.

CONTENT OF THE APPLICATION

34. Entities, who meet the Qualification requirements must submit an application to the Public Entity according to the form presented in the Annex No. 6 of the Conditions *Application form*, all the evidence confirming their Qualification and the European Single Procurement Document have to be attached to it. The Check-list for documents submitted with the

application and the requirements for the submission of an application are specified in the Annex No. 5 to these Conditions *Submission of an application*.

35. Qualification Requirements For Candidates are specified in the Annex No. 4 *Qualification requirements*. Compliance with the Qualification requirements may also be based on the respective capacity of other entities according to the procedure specified in the Annex No. 4 to the Conditions *Qualification requirements*.

APPLICATION SUBMISSION DEADLINE

36. The application, together with the enclosed documents, must be submitted through the means of CPP IS till *[day] [month] [year] [hour : minutes]*. Applications will no can be submitted after the set deadline.
37. If the application with the enclosed documents will be submitted after the deadline specified in the paragraph 36 of the Conditions, the Commission will not consider the application.

3. QUALIFICATION EXAMINATION AND QUALIFICATION SELECTION

38. Upon receipt of applications, the Commission will perform the Qualification evaluation and verify the compliance of the Candidates with the Qualification requirements in accordance with the procedure specified in the Annex No. 7 to the conditions *Qualification evaluation and the procedure of the qualification selection performance*. Of the Candidates who will meet the Qualification requirements, the qualification selection will be performed. During it, according to the criteria and procedure specified in the Annex No. 7 to the Conditions *Qualification evaluation and the procedure of the qualification selection performance*, no more than 5 (five) most qualified Candidates will be selected who will be invited to submit Initial tenders and participate in the negotiations. If Qualification requirements are matched by 5 (five) or fewer Candidates, the qualification selection will not be performed and all Candidates who meet the Qualification requirements, together with the notice about the results of Qualification evaluation, will be presented an invitation by the Commission to submit the Initial tenders and to participate in the negotiations.
39. Candidates must submit all documents confirming compliance with the Qualification requirements and ensure the accuracy of the information provided. Candidates must submit the documents in accordance with the document forms provided in the Conditions (if such are specified).
40. If the data or documents confirming compliance with the Qualification requirements will be inaccurate, incomplete, erroneous or if such data or documents will be missing, the Commission will ask such Candidate to clarify, supplement or explain these data or documents in accordance with the Law on Public Procurement. To do this, the Commission will give the Candidate a reasonable time. Should the Candidate require more time due to valid reasons, the given time limit can be extended. However, if the specified inaccurate, incomplete, erroneous or missing data or documents regarding the compliance

with the Qualification requirements will not be explained, supplemented or clarified within the given deadline, the Commission will reject the application submitted by such Candidate.

41. The Commission will inform the Candidates about the results of the Qualification evaluation and qualification selection via the CPP IS means of correspondence. The Commission, having evaluated the information provided in the ESPD and the documents or data confirming the Candidate's compliance with the Qualification requirements, will decide on the compliance of each Candidate that submitted the application with the Qualification requirements and will inform each of them of the results of this inspection no later than within 3 (three) Business days, justifying the decisions that were made. Only those Candidates who will meet the Qualification requirements will have the right to participate in further procurement procedures. For candidates who have passed the qualification selection, not later than within 3 (three) Business days from the qualification selection, together with the report on the results of the qualification selection, the Commission will present an invitation to submit the Initial tenders and to participate in the negotiations. *[If the Data vault will be created, the Commission will give access to the Data vault for these Candidates who have signed the obligation of Confidentiality specified in the Annex No. 9 to the Conditions Form for the obligation of the confidentiality. The Commission will indicate the data vault terms of use in the invitation to participate in the negotiations].*

4. SUBMISSION OF THE INITIAL TENDER

CONTENTS OF THE INITIAL TENDER

42. Candidates invited to further participate in the Announced negotiations will have to submit via the means of CPP IS the Initial tender, consisting of the Technical and Financial forms of tenders, specified in the Annex No. 19 to the Conditions *Proposal form*, requirements for the legal information specified in the Annex No. 15 to the Conditions *Requirements for the legal information*, and also submit the list of Associated companies according to the form listed in the Annex No. 20 to the Conditions *List of Associated companies*, which must be updated immediately if the specified Associated companies change, as well as the Object creation, the Service provision and the Agreement management plan, specified in the Annex No. 16 to the Conditions *Requirements for the Object's creation, Service provision, and Agreement management plan*. Requirements for the submission of the Initial tender are specified in the Annex No. 18 to these Conditions *Submission of tenders*.
43. The technical proposal must specify the proposed technical solutions, works, services, the Agreement performance phases, other proposals regarding the conditions and requirements for the implementation of the Project, as well as proposals for amendments to the Agreement (if any).
44. Also, the Technical proposal must specify the employed Sub-suppliers that are known at that time, indicating the Sub-suppliers and parts of the Project for which they will be employed.

45. The specified Sub-suppliers can be replaced during the Project implementation only (i) if Sub-suppliers that are replacing them will meet the Qualification requirements specified in the Annex No. 4 to the Conditions *Qualification requirements*, and (ii) upon receipt of a prior written consent of the Public partner, in accordance with the procedures specified in the Agreement. The consent of the Public partner will have to be issued within a reasonable time, which cannot be longer than 5 (five) business days.
46. Regardless of whether Sub-suppliers will be employed or not, the Private partner will be responsible to the Public partner for the proper performance of the Agreement.
47. The Financial proposal that is being submitted must include the Annual remuneration and the documents that support it, i.e. the Financial activity model and other documents that show the calculation of the Annual remuneration in accordance with the form specified in the Annex No. 14 to the Conditions *Requirements for the financial activity model*.
48. The annual remuneration must be expressed [*specify how the Annual remuneration should be expressed according to the prepared investment project - periodic fixed or variable payments according to chosen / specified indicators, deferred lump sum payment, or a chosen combination thereof. It is recommended to set a periodic payment*]. The proposed Annual remuneration must include all expenses and all taxes and fees payable in accordance with laws and other legislation of the Republic of Lithuania valid at the time of the submission the Initial tender or which entry into force is known about.
49. The proposed Annual remuneration will be converted by the Public partner into euro. Therefore, if the Annual remuneration is specified in another currency, the Public partner will convert it into euro in accordance with the currency rate of euro and that currency announced by the European Central Bank and, in cases where the European Central Bank does not announce the reference euro and foreign currency rate, according to the reference euro and foreign currency rate established and announced by the Bank of Lithuania, respectively, on the last day of the deadline for the submission of the Initial tender for negotiations or the Final tender.
50. The Tender (Initial / Final) can specify which information it contains is confidential. However, the the characteristics of the Tender, which must be taken into account when evaluating the Tenders, cannot be considered as confidential information. Furthermore, the information specified in part 2 of the article 20 of the Law on Public Procurement is not considered confidential information of the Tender. If the Commission questions the confidentiality of the information provided by the Participant, it will ask the Participant to prove that this information is confidential. If the Participant fails to provide such evidence or will provide inaccurate evidence within the period set by the Commission (which in all cases will be at least 5 Business days), the information will be deemed to be non-confidential. The Commission reserves the right to disclose the confidential information specified in the Tender to members of the Commission and invited experts, the Head of the Public partner and its authorized persons, as well as in the cases specified in the legislation or at the request of the authorised control institutions. In such cases, the Participant will not be able to hold the Public partner responsible for the disclosure of the confidential information.

51. The Initial tender submitted by the Participant will be the basis for further negotiations in order to agree on *[specify the objectives of negotiations]*.
52. The check-list for the documents and / or information that must be submitted with the Initial tender is provided below. This list is for the convenience of the Candidate and is not exhaustive. The Candidate must thoroughly familiarize itself with all the Conditions and the requirements for the Initial tender set out therein:

	Check-list for the submission of the Initial tender documents	Reference to the requirements of the conditions
1.	TECHNICAL PROPOSAL (Annex2 to the conditions <i>Technical specifications, annex to the Conditions No. 13 Requirements for the technical – engineer information, annex to the Conditions No. 19 Form of the Tender</i>)	Paragraph 42 of the Conditions
2.	FINANCIAL PROPOSAL (Annex2 to the conditions <i>Technical specifications, annex to the Conditions No. 14 Requirements for the financial activity model, annex to the Conditions No. 19 Form of the Tender</i>)	Paragraph 42 of the Conditions
3.	LEGAL INFORMATION (Annex No. 15 to the Conditions <i>Requirements for the legal information</i>)	Paragraph 42 of the Conditions
4.	OBJECT'S CREATION, SERVICE PROVISION, AND AGREEMENT MANAGEMENT PLAN (Annex No. 16 to the Conditions <i>Requirements for the Object's creation, Service provision, and Agreement management plan</i>)	Paragraph 42 of the Conditions
5.	LIST OF ASSOCIATED COMPANIES (Annex 20 to the Conditions <i>The form of the list of associated companies</i>)	Paragraph 42 of the Conditions
6.	Other information, relevant according to the Candidate	

DEADLINE FOR THE SUBMISSION OF THE INITIAL TENDER

53. The Initial tender will have to be submitted within the time period specified in the invitation to submit the Initial tender, in accordance with the requirements specified in the Annex No. 18 of the Conditions *Submission of tenders*. The Participants have the right to change and / or withdraw their Initial tenders till the specified deadline. One Participant may submit only one Initial tender. If more than one tender will be submitted, the Commission will reject all such Initial tenders.
54. The Initial tender is considered to be submitted when its last part is submitted.

THE PERIOD OF VALIDITY OF THE INITIAL TENDER

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

5. NEGOTIATIONS

57. Upon the receipt of the Initial tenders submitted by the Participants, the Commission will examine within *[period, recommended 3-5]* Business days whether they meet the Conditions of the Announced negotiations, in accordance with the procedure specified in the Annex No. 17 to the Conditions *Procedure and criteria for the evaluation of tenders*. Participants whose Initial tenders will comply with the requirements specified in the Annex No. 17 to the Conditions *Procedure and criteria for the evaluation of tenders* will be invited to negotiate. The participants whose Initial tenders will be rejected as failing to meet the above requirements will not be invited to the negotiations, but they will be informed of the reasons for rejection of the Initial tenders.
58. At the time specified in the the invitation to participate in the negotiations, the Participant will have to come the negotiations at the following address: *[address]*. The Commission will ask the Participant to confirm whether it will participate in the negotiations. If the Participant will be unable to participate in the negotiations at the specified time due to valid reasons, it must inform the Commission of that before the reasonable time, so that the next date of the negotiations can be arranged. Otherwise, the Commission will consider that the Participant failed to appear without a valid reason, and the Participant's Initial tender will be rejected.
59. The confirmation of participation in the negotiations, the Participant will be able to specify the person(s) who will represent it in the negotiations. During the negotiations, the Commission will consider that this (these) representative(s) has (have) the right to negotiate and assume obligations on behalf of the Participant.
60. Negotiations will be conducted in the Lithuanian language. Participants from foreign countries must take care of the proper translation of the entire negotiation procedure into the language that they understand at their own expense. These costs are not reimbursed to the Participants in accordance with the paragraph No. 98 of the Conditions.
61. Negotiations will be conducted with each Participant individually, based on the Tender that it submitted. *[If the negotiations will not be carried out in phases, results Thereof will be documented in a protocol which will have to be signed by the authorized representative of the Participant and the Chairman of the Commission.]*
62. *[In order to negotiate on the essential terms of the Agreement, it is recommended to clearly specify (disclose) the object of negotiations in the Conditions and in the invitation to the negotiations, as well as not to negotiate on the conditions that could violate the principle of equality by introducing new conditions that were not known at the moment of the*

Announced negotiations and that would provide the invited Participants with an advantage with respect to the other Participants who were not aware of the potential scope of negotiations in advance, and thus would violate their legitimate interests and expectations].

If the negotiations will be carried out in phases, the Negotiations will be carried out in phases (stages), during which the number of Tenders for which the negotiations are conducted will be reduced:

- 62.1. first phase – [description of the phase: why and for what purpose the negotiations will take place];
 - 62.2. second phase – [description of the phase: . . .];
 - 62.3. [descriptions of other phases].
63. The exact dates for the phases of negotiation stages will be specified in the invitation to participate in negotiations. Results of each Negotiation phase will be documented in a negotiation protocol which will have to be signed by the authorized representative of the Participant and the Chairman of the Commission.] After each phase of the negotiations, the Participant must submit to the Commission a revised tender or a individual parts thereof, taking into account the results of the negotiations. A revised tender must be submitted in accordance with the requirements set out in paragraphs 42 and 52 of these Conditions, within the period set in the invitation to submit a revised tender.]
 64. Before signing the negotiations protocol, the Participant will be able to submit his comments about it. After the results of the negotiations are recorded in the protocol in the course of the execution of the procedures of further negotiations, the Participant will be able to change them only by improving them.
 65. The Commission will seek to complete negotiations with all Participants within no more than [number of days] days, but depending on the duration of the negotiations, this period may change.
 66. If needed, in order to make it possible to the Commission to compare the economic usefulness of the Final tenders of the Participants, after the completion of the negotiations, the Agreement draft may be submitted to the Participants, which is revised according to the Participants' recommendations for the Draft of the Agreement. During the submission of the Final tenders the Participants will be required to submit them in accordance with this revised draft.

6. DOCUMENT ARRANGEMENT

67. The Commission prepares an updated draft of the Agreement in accordance with the amendments of the Agreement agreed by the Participants and the Commission during the negotiations.
68. The Public partner submits a revised Agreement to the Ministry of Finance for the provision of a conclusion [if the Project is implemented by a municipality entity and [specify] municipality controller submits the conclusion and [specify] municipality council approves the draft of the Agreement].

69. The Public partner will be able to conclude the Agreement only if *[if the Project is implemented by the central Public partner, the approval of the Ministry of Finance of the Republic of Lithuania will be obtained for the draft of the Agreement prepared according to the results of the negotiations, or after the Government of the Republic of Lithuania or Seimas of the Republic of Lithuania will adopt a change of the decision on the implementation of the Project or if the Project is being implemented by the municipal entity a consent of the [name of the municipality] municipality council will be received for the submitted draft of the Agreement prepared according to the results of the negotiations]*.
70. The Public partner cannot guarantee the granting of such consent(s) and assumes no responsibility if the consent would not be given, but undertakes to make all reasonable efforts to obtain such consent.
71. Upon the receipt of the approval to the draft of the Agreement, the Participants will be invited to submit Final tenders in accordance with the procedure set out in the chapter 7 of the Conditions.

7. SUBMISSION OF THE FINAL TENDER

72. After the end of negotiations the interested Participants will be invited to submit final tender, consisting of the Technical and Financial forms of tenders, specified in the Annex No. 19 to the Conditions *Proposal form*, requirements for the legal information specified in the Annex No. 15 to the Conditions *Requirements for the legal information*, and also submit the list of Associated companies according to the form listed in the Annex No. 20 to the Conditions *List of Associated companies*, which must be updated immediately if the specified Associated companies change, as well as the Object creation, management, and the Service provision plan, specified in the Annex No. 16 to the Conditions *Requirements for the Object's creation, Service provision, and Agreement management plan*. Requirements for the submission of the Final tender are specified in the Annex No. 18 to these Conditions *Submission of tenders*. In the final tender, the conditions that have not been negotiated cannot be proposed worse for the Public partner, than those that are specified in the Initial tender. Depending on the results of the negotiations, it will have to contain the final proposed Annual remuneration and the final technical details of the tender. The final tenders will have to be submitted through the means of CPP IS before the expiration of the deadline set in the invitation of the Commission to submit the final tenders. If the Participant fails to submit the Final tender within the specified time, the Participant's tender will be rejected. The final tender is considered to be submitted when its final part is submitted, including the security of its validity
73. The check-list for the documents and / or information that must be submitted with the Final tender is provided below. This list is for the convenience of the Candidate and is not exhaustive. The Candidate must thoroughly familiarize itself with all the Conditions and the requirements for the Final tender set out therein:

	Check-list for the submission of the Final tender documents	Reference to the requirements of the conditions
1.	TECHNICAL PROPOSAL (Annex2 to the conditions <i>Technical specifications</i>, annex to the Conditions No. 13 <i>Requirements for the technical – engineer information</i>, annex to the Conditions No. 19 <i>Form of the Tender</i>)	Paragraph 72 of the Conditions
2.	FINANCIAL PROPOSAL (Annex2 to the conditions <i>Technical specifications</i>, annex to the Conditions No. 14 <i>Requirements for the financial activity model</i>, annex to the Conditions No. 19 <i>Form of the Tender</i>)	Paragraph 72 of the Conditions
3.	LEGAL INFORMATION (Annex No. 15 to the Conditions <i>Requirements for the legal information</i>)	Paragraph 72 of the Conditions
4.	OBJECT'S CREATION, SERVICE PROVISION, AND AGREEMENT MANAGEMENT PLAN (Annex No. 16 to the Conditions <i>Requirements for the Object's creation, Service provision, and Agreement management plan</i>)	Paragraph 72 of the Conditions
5.	LIST OF ASSOCIATED COMPANIES (Annex 20 to the Conditions <i>The form of the list of associated companies</i>)	Paragraph 72 of the Conditions
6.	SECURITY OF THE TENDER VALIDITY (Annex No. 22 to the Conditions <i>The forms of the securities for tender validity and agreement performance</i>)	Paragraph 74 of the Conditions
7.	Other information, relevant according to the Candidate	

74. All Participants together with the Final tender must submit the Tender validity security for the amount of [amount] euros. The security must meet the form provided in the Annex No. 22 *Forms of the securities for tender validity and agreement performance* and be valid at the latest for as long as of the submitted Final tender [optional, or the same amount can be paid as a deposit to the account of the Public partner No. [specify the account No.], [name of bank]]. In the event that the Participant has provided inaccurate and / or incomplete security of the Tender validity or failed to provide it, the Commission will request the Participant to clarify, supplement or submit the Tender validity security within the reasonable time set by it, which may be no less than 3 (three) Business days from the day of dispatch of the request. If the Participant fails to clarify, supplement, provide the appropriate Tender validity security within the time period set by the Commission, the Tender will be rejected.
75. The Commission may request to extend the term of the Tender validity security for a period no longer than the term of the Final tender will be extended. Without the extension

of the period of the Tender validity security as indicated in this paragraph, it will be deemed that the Participant renounces the Tender, however, it does not lose the right to the security of the Tender validity.

76. If the security of the Tender validity expires after the Commission has made a decision to offer to the Participant to conclude the Agreement, the Commission or the Public partner shall have the right to request to extend the security of the Tender validity for the period set by the Commission or the Public partner, but not longer than till the date of signing the Agreement, at least 20 (twenty) days before the expiration of the period of the Tender validity security. If the Participant fails to respond to the request of the Commission or the Public partner to extend the term of the security of the Tender validity, fails to extend it, or fails to submit the new security of the Tender validity, the Commission or the Public partner has the right to use the Tender validity security.
77. The Public partner shall promptly, but not later than within *[number, the recommended is 10]* days, return the Participant the Tender validity security or the deposit, if (i) the Final tender will expire if, at the request of the Commission or the Public partner, the Participant will not agree to extend its term of validity (except in cases specified in the paragraph 76 of the Conditions), or (ii) the Agreement will be concluded and will enter into force in its entirety; or (iii) the Commission / Public partner will terminate the Announced negotiations; or (iv) the Participant's Tender will be rejected.]
78. The Final tenders will be familiarised with at the meeting of the Commission. The date and place of the meeting, during which the familiarisation with the Final tenders will take place, will be specified in the invitation to submit the Final tenders.
79. The familiarisation with the submitted Final tenders take place at the meeting of the Commission without the participation of the representatives of interested Participants. The protocol of the procedure of familiarisation with Tenders will not be sent to the Participants. Information about the Participants who submitted the Final tenders will be provided after the determination of the winning Tender, in accordance with the procedure set out in the part 1 of the Article 58 of the Law on Public Procurement.
80. The Commission may ask the Participant to explain the Final Tender within a reasonable time, but it is not possible to request, propose or allow to change the Substance of the Final tender in such a request, i.e. modify the Annual remuneration or other components of the Final tender that are taken into account when evaluating it. If any discrepancies that cannot be corrected without changing the substance of the Final tender, are identified, or if the Participant fails to explain the Final tender over the period set by the Commission, the Final tender of such Participant will be rejected.

8. EVALUATION OF FINAL TENDERS

81. The evaluation of the Final tenders will take place in the absence of Participants. Final tenders will be evaluated by the Commission and the order of Final tenders will be formed by the Commission according to the criterion of the price / quality ratio, in accordance with the procedure and criteria specified in the Annex No. 17 to the Conditions *Procedure and criteria for the evaluation of tenders*.

82. Until the expiration of the Final tender, the Commission may ask the Participant to extend it until a certain specified time.
83. If the Participant will indicate an unusually low Annual remuneration or its components in the Final tender, the Commission will require the Participant to justify it. The Annual remuneration will in all cases be considered unusually low if it will be 30% and more lower than that of the total number of Participants whose Tenders will not be rejected for other reasons and whose Annual remunerations will not exceed arithmetical average of the maximum monetary obligations specified in *[specify the decision, on the expediency of the Project, the name of the authority who passed the decision, the decision date and number]*, and the proposed the proposed Annual remuneration; or (iii) According to the Public partner, may be insufficient for proper performance of the Agreement, the Commission will ask the Participant to justify it. If the Participant fails to provide the suitable proof of the validity of the Annual remuneration or its components within the specified time, its Tender will be rejected. The Public partner will also reject a Tender with an abnormally low Annual remuneration, if the Tender does not comply with the environmental, social, and labor law obligations specified in the paragraph 2 of the part 2 of the article 17 of the Law on Public Procurement.
84. If during the evaluation of the Final tenders the Commission finds errors in the calculation of the Annual remuneration, the Participant will be asked to correct these identified arithmetic errors within the specified time limit. During the correction of the specified arithmetical errors in the Tender, the Participant has no right to reject the components of the Annual remuneration or to supplement the Annual remuneration with new components, as well as to amend the Annual remuneration specified in the Tender. If the Participant does not correct the indicated arithmetic errors within the specified time limit, his Final tender will be rejected.
85. The Commission notifies the Participants about the results of the performed evaluations, the created order of Final tenders, decision on the conclusion of the Agreement, and an application of a precise time for the postponement of the Agreement through the CPP IS means of correspondence, no later than within 5 (five) Business days after the completion of the evaluations. The Participant, whose Final tender will be recognized best, will be presented with an invitation to conclude the Agreement together with such notice.
86. Participants who will not be invited to conclude the Agreement will be provided with a detailed explanation of their Final tender evaluation.

9. CONCLUSION OF THE AGREEMENT

87. During the time period specified in the invitation to conclude the Agreement, the Participant and the Private partner, established by it before the signing of the Agreement, will have to come and conclude (sign) the Agreement.
88. If the Participant and / or Private partner will not sign the Agreement within the time specified in the invitation or refuse to sign the Agreement under the terms specified in the Conditions, and refuses in writing to conclude it, it is deemed that the Participant and / or the Private partner refused to conclude the Agreement. In such case, the Participant, whose

Tender according to the Tender order is the first one after the one declared the best Tender, will be invited to sign the Agreement. In such a case, the Public partner may use the security of the Tender validity, submitted by the Participant refusing to sign the Agreement.

89. The Financial activity model presented by the Participant together with the Final tender is an integral part of the Agreement. Before the conclusion (signing) of the Agreement, the Participant must perform the Financial activity model optimization procedure, carry out an independent audit of the Financial activity model at its own expense, and submit a report of factual findings regarding the Financial activity model to the Public Partner. Financial activity model audit must be performed by an independent audit firm included in the list of audit firms of the Republic of Lithuania. The audit should be performed in accordance with international standards for related services and legislation in force in the Republic of Lithuania which would enable the auditor to ensure that the conditions and assumptions specified in the Agreement are properly reflected in the Financial activity model, accounting principles are applied, and tax calculation are reasonable, there are no errors in financial simulation. The candidacy of an audit firm must be agreed upon with the Public partner before the audit, and audit may be carried out only after the written consent of the Public partner that the audit firm is acceptable to the Public partner, is obtained. The Participant assumes full responsibility for the results of an independent audit of the Financial activity model, i.e. after an independent audit of the Financial activity model and the identification of errors in the financial simulation, which results in the increase of the estimated Annual remuneration due to the correction thereof, such increase is not assumed by the Public partner and the annual remuneration will not be recalculated. If the corrections of the simulation errors would result in the decrease of the calculated Annual remuneration, the Financial activity model and the recalculated Annual remuneration must be respectively optimized in favour of the Public partner, retaining the Internal rate of return specified in the Participant's Final tender.
90. The Contract will be concluded in accordance with the draft presented in the Annex No. 21 to the Conditions *Draft of the Agreement*, modified with respect to the results of the negotiations and the Final tender submitted by the Participant. After the conclusion of the Agreement, its conditions can be changed only in cases provided for in the Agreement or in the article 89 of the Law on Public Procurement.
91. In order to ensure that the Participant and Private partner will duly fulfill all the Preconditions for the Agreement's entry into force, as specified in the Agreement and the Agreement will come into force within the terms specified therein, before the signing of the Agreement, the Participant shall submit the security of Obligation performance, which must be valid until the Agreement enters into force in full. The security of Obligation performance must be prepared in accordance with the forms provided in the Annex No. 22 to the Conditions *Forms of the securities for tender validity and agreement performance*.

92. Prior to submission of the security of Obligation performance, the Participant may apply to the Commission for the confirmation of its suitability. The Commission will respond to this no later than within 3 (three) Business days from receipt of such a request.
93. In order to ensure that the Project is implemented and the Agreement is performed, a Private Entity must submit a security of Obligation performance during the performance of the Preconditions for the Agreement's entry into force. The security of Obligation performance must be prepared in accordance with the forms provided in the Annex No. 22 to the Conditions *Forms of the securities for tender validity and agreement performance*. Prior to submission of the security of Obligation performance, the Participant may apply to the Public partner for the confirmation of its suitability. The Public partner will respond to this no later than within 3 (three) Business days from receipt of such a request.
94. Prior to the conclusion of the Agreement, the Participant will be required to provide a free form bond for the Agreement performance related obligations of the Private partner. The bond must specify that:
 - 94.1. the bond is unpaid;
 - 94.2. If the Private partner fails to perform its obligations or performs them improperly under the Agreement, the Participant shall be liable to the Public partner jointly with the Private partner;
 - 94.3. The Participant shall also be liable in cases when the Agreement is amended, and as a result, the scope of the obligations of the Private partner and the responsibility of the Participant as a surety change or other adverse consequences to the other Participant as a surety occur;
 - 94.4. The responsibility of the Participant as a surety ends only when the term of Private partner's obligation validity and performance expires under the Agreement and cannot end earlier due to the fact that for a certain period the Public partner has not demanded the responsibility of the Participant as the surety.
95. The bond of the Participant before the set term can only expire only if in the cases specified in the Conditions and the Agreement, the shares of the Private partner will be transferred to another entity and the entity will assume the responsibility for the respective obligations of the Private partner in the same scope as the Participant that is transferring the shares.
96. The Participant will be able to transfer the Private partner's shares only when (i) the provision of the entire scope of the Services required for the implementation of the Project is commenced; and (ii) the consent of the Public partner, which may only be refused for valid reasons specified in the Agreement, will be obtained; and (iii) other conditions specified in the Agreement have been fulfilled.
97. If a Private Entity fails to provide the security of the Obligation performance, specified in the paragraphs 91 or 93 of the Conditions, or the Participant fails to provide a bond for the Agreement performance related obligations of the Private partner, the Agreement conclusion will be offered to the Participant whose Tender according to the Tender order

is the first after the Tender of the winning Participant. *[In the event that the provision of the security of the Tender validity is required In such a case the Participant will lose the security of the submitted Tender validity.]*

IV. THE COSTS OF PARTICIPATION IN THE ANNOUNCED NEGOTIATIONS

98. Entities participate in these Announced negotiations on their own risk and cost. The Public partner will not reimburse any costs associated with participating in these Announced negotiations, including, but not limited to, the costs associated with obtaining the Conditions and / or their translation into a foreign language, the submission of applications, and the preparation and submission of Initial tenders / Final tenders, as well as expenses related to negotiations (including translation into a foreign language), copying of documents, printing, postal or courier services, framing or sending of drawings and photographs; business trips and meetings, transport, accommodation, salaries, fees for lawyers, consultants, engineers and other persons for hire, document management and state fees, as well as other expenses related to participation in negotiations.
99. *[If applicable, the Participant who won the Announced negotiations will have to compensate [enter the amount] EUR of the investment project preparation cost, incurred [enter the entity that financed the preparation of the investment project] during the private initiative submission procedure (for cases where the procurement is awarded not to the Private partner that submitted the private initiative and financed an investment project)]. The costs of the preparation of the investment project must be agreed with the Public partner in advance and, in any case, may not be higher than the market price valid during the preparation of the investment project].*

DEFINITIONS THAT ARE USED¹

CPP IS	means the Central Public Procurement Information System available at https://pirkimai.eviesiejipirkimai.lt .
Participant / Participants	means the Candidate / Candidates who submitted the Tender.
Works	means all the design, construction, installation, and other works performable by the Private partner, except for the Installation works and Repairs required for the creation of the Object, so that it would meet the requirements of the Technical specifications and the Tender;
Business day	means any other day except for Saturday and Sunday, and other official holidays in the Republic of Lithuania.
Data vault	means [<i>if the data will be provided in an electronic data base established virtual data vault / if the data will be provided in a physical room equipped premises</i>], containing all documents related to the implementation of the Project held by the Public partner, such as: [<i>specify examples of other documents provided</i>].
EUOJ	means the Official Journal of the European Union available at the following address: http://eur-lex.europa.eu/oj/direct-access.html .
Financial proposal	means a form specified in the part B of the Annex No. 11 to the Conditions <i>Tender form</i> together with the Financial activity model and other documents supporting the submitted proposal for the Annual remuneration.
Financial activity model	means the document of the same name prepared based on the form presented in the Annex No. 14 to the Conditions <i>Requirements for a financial activity model</i> , which presents structure and conditions of the financing of Private partner's operation, financially (economically) justifies the aims of investment, and presents the evaluation of the return on investment and other performance indicators;
Ministry of Finance	means the Ministry of Finance of the Republic of Lithuania, legal entity code 288601650, Lukiškių g. 2, LT-01512 Vilnius;

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

Final tender / Final tenders

means the Final tender submitted by the Participant according to the forms specified in the Annex No. 19 to the Conditions together with the documents supporting the final tender that is being submitted, discussing the technical, financial and commercial issues of the Project implementation, which are formed in the Conditions and agreed upon during the negotiations, and which provides the other information required by the Conditions, and according to which the Participant is ready to sign the Agreement. The final tender contains the results of the negotiations and the Tender solutions that were not negotiated.

Law on Investments

means the Law on Investments of the Republic of Lithuania.

Investor

means *[indicate the name and details of the Participant, who was declared the winner of the Announced negotiations, with whom the Public partner has decided to conclude the Agreement]*, whose Tender has been declared the most beneficial and who has won the Announced negotiations, and with whom and the Private partner established by such person the Agreement is concluded, or with persons replacing them in cases provided in the Agreement;

Candidate

means an entity seeking to be invited to participate in these Announced negotiations and submit an Initial tender. A legal person of any legal form, a public legal person (other than public and private legal persons who, in accordance with the procedure established by the Law on State Debt of the Republic of Lithuania, are classified in the public sector), a foreign legal person or other economic entity, established in accordance with the Law of a foreign state and who does not have the status of a legal person, as well as branches of companies, established in the Member States of the European Union and other countries of the European Economic Area, established in the Republic of Lithuania.

An entity that (in the case of a group of entities, any member of the group) is involved in the preparation for the conduction of the Announced negotiations or the preparation of the Project for the implementation if this would violate the principle of supplier equality, cannot be a candidate.

- The Commission** means the public procurement commission conducting the Announced negotiations, formed by the order No. *[number]* of the head of the Public partner of *[date]*.
- Obligation of Confidentiality** means the document of the Candidate that is seeking to participate in the Announced negotiations and obtaining the confidential information related to the ongoing Project and Procedures of the Announced Negotiations, prepared in accordance with the form presented in the Annex No. 9 to the Conditions *Obligation of Confidentiality* and submitted to the Public partner with which the Candidate confirms the commitment not to disclose the confidential information that was received.
- Obligation of Confidentiality** means a written commitment by a member of the Commission, expert or other person that he will not provide third parties with information the disclosure of which would be contrary to the requirements of the relevant laws, the public interest or would prejudice the legitimate interests of entities and / or Public partner involved in the procurement.
- Qualification requirements** means the requirements for a Candidate for the absence of the grounds for removal and qualification specified in the Annex No. 4 to the Conditions *Qualification requirements* The candidate's requirements regarding the absence of grounds for exclusion and qualifications - requirements for the right to engage in the respective activities, financial and economic, technical and professional capacity.
- Qualification evaluation** means the inspection of whether there are grounds for the removal of a Candidate, and whether the Candidate meets the qualification requirements (the right to engage in the respective activities, financial and economic, technical and professional capacity) conducted in accordance with the procedure specified in the Annex No. 7 to the Conditions *Qualification evaluation and the procedure of the qualification selection performance*.
- Annual remuneration** means the payment of the Public partner to a Private partner paid by the Public partner in accordance with the frequency and procedure specified in the Agreement.
- Declaration of impartiality** means a written statement by a member of the Commission, an expert or other person that he is impartial in relation to an entity.

Object	means <i>[specify the infrastructure (including the structures and equipment of communications and engineering networks) that the Private partner must create]</i> .
Tender / Tenders	means the totality of the documents and data submitted by the Participant when offering to provide Services and (or) perform the Works in accordance with the Conditions established by the Public partner. The Tender includes Technical and Financial proposals together.
Services	means the services specified in the Specifications and the Tender, provided by the Private partner in accordance with the requirements of the Agreement and the Specifications, as well as the provisions of the Tender.
Transferred property	means <i>[indicate the property, its details, or the Annex to the Conditions, in which the property is detailed]</i> transferred to the Private partner by the Public partner under the Agreement.
Initial tender	the totality of initial documents submitted by the Participant before the negotiations according to the Conditions and within deadlines set by the Public partner.
Request	means any Announced negotiations related question or request for clarification or explanation of the Conditions submitted to the Public partner by the Candidate or Participant.
Private partner	means an entity founded or formed by the Participant, which becomes a party to the Agreement, engaged in the activity specified in the Agreement, and during the conclusion of the Agreement it must: <ol style="list-style-type: none"> 1) have the legal form of <i>[specify the required form of the Project company]</i>; and 2) solely Participant must own (i.e., 100% of its shares (parts)); and 3) must have the sole purpose to perform the activity intended for the implementation of the Project; and 4) have no debts or other obligations unrelated to the performance of the Agreement; and 5) <i>[specify other requirements that the Project Company must meet; and]</i> 6) be a registered VAT payer.
Project	means the project <i>[project name and main characteristics / brief description]</i> of the Public partner implemented through the partnership between public and private entities, the description

of which is given in the Annex No. 2 to the Conditions *Technical specifications*.

Repairs

means ordinary repairs or overhaul works as they are defined by the Law on Construction of the Republic of Lithuania and other legislation of the Republic of Lithuania.

Conditions

means the conditions of the Announced negotiations and annexes thereof, including all of their adjustments and replies to the requests of the Candidates or Participants;

Announced negotiations

means the procurement performed by the Public partner in accordance with the chapter 3 of the section III of the Law on Public Procurement and these Conditions, during which it is sought to select a Private partner for the implementation of the Project and negotiations are conducted for that purpose with the Participants in order to reach an agreement on the technical and financial conditions of the tenders that meet the requirements of the Public partner, on the basis of which the selected Participants must submit Final tenders.

Sub-suppliers

means the economic entities, specified in the application and/or the Primary tender and/or Final tender, or the economic entities, replacing them during the period of Agreement performance, or newly employed economic entities, carrying out the works and/or providing the services, the carrying out or provision of which under the Agreement is the responsibility of the Private partner, except for the suppliers of electricity, heating, water, wastewater treatment, waste management and other Utilities;

Associated company

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

Agreement

means the partnership agreement between a public and private entities sought to be concluded through these Announced negotiations between the Public partner, the Investor and the Private partner for the purpose of implementing [Name of the Project] through the PPP, as it is specified in the Law on investments and the Conditions.

Technical specifications

means the specifications of Works and Services specified in the Annex No. 2 to the Conditions *Technical specifications*, specifying the requirements and indicators on the basis of which the Participant prepares the Initial tender and the Final tender, and which must be met by the Works and Services.

Technical proposal

means proposal for the technical conditions of the Project implementation submitted according to the form specified in the

part A of the Annex No. 19 to the Conditions *Form of the Tender*, together with the supporting documentation.

Partnership of Public and Private entities or PPP

means a method of a partnership between public and private sectors, whereby a Private partner invests into the areas of public partner activity, as well as state or municipal property required for the performance of this activity under the conditions specified by the public and private entities partnership agreement, and carries out activities specified in the Law on Investment in those areas for which the Private partner is remunerated paid by the Public partner.

Law on Public Procurement

means the Law on Public Procurement of the Republic of Lithuania.

TECHNICAL SPECIFICATIONS

[Enclosed in a separate document.]

SUBMISSION OF REQUESTS

Requests may be submitted only through the communication means of CPP IS. Requests are submitted in Lithuanian. In order to submit the application or the Initial tender / Final tender, it is necessary to sign up in CPP IS. The sign up procedure description can be found at:

http://www.cvpp.lt/index.php?fileid=66&task=download&option=com_quickfaq&Itemid=71. The request submission procedure description can be found at:

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

Requests related to a specific procedure may be submitted, accordingly no later than *[specify the number, recommended, 8-10]* days before the deadline for the submission of application, negotiations, submission of the Initial tender / Final tender.

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

The Public partner will respond to requests submitted in a timely manner, without delay through the communication means of CPP IS, but not later than within 6 (six) days, and not later than 6 (six) days before the deadline for the submission of application, negotiations, submission of the Initial tender / Final tender. If the Public partner will definitely require more time for the preparation of the thorough answer, the Candidates / Participants will be informed of the precise time for the presentation of answers and the extension of the relevant deadlines no later than within 6 (six) days, if the answer will be presented later, than 6 (six) days before the deadline for the submission of the application, negotiations, submission of the Initial tender / Final tender.

QUALIFICATION REQUIREMENTS

The entity that seeks to participate in the Announced negotiations must meet the requirements for the absence of grounds for removal, and qualification requirements (the right to engage in the respective activities, financial and economic, technical and professional capacity).

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

Grounds for removal	
I. The requirement for the absence of the grounds for removal	The following must be submitted as a proof of compliance
<p>4) criminal bankruptcy;</p> <p>5) terrorist or terrorist activity related crimes;</p> <p>6) legalization of proceeds from a crime;</p> <p>7) human trafficking, the purchase or sale of a child;</p> <p>8) an offence committed by a Candidate from another country as defined in the legislation of other countries implementing the European Union legislation listed in the part 1 of the article 57 of the Directive 2014/24/EU.</p> <p>Similarly, for each crimes listed in this requirement, a Candidate, who is a legal person, another organization or its branch, has not been convicted and sentenced in the last 5 years.</p>	<p>origin or the of the country where it is registered.</p> <p>The documents specified in this paragraph must be issued not earlier than 30 (thirty) days before the deadline for submission of applications, or their validity period should cover this date.</p> <p><i>Digital copies of documents submitted by CPP IS means or documents created by electronic means.</i></p>
<p>1.2. The Candidate has fulfilled obligations related to the payment of taxes, including social security premiums, according to the requirements of the country in which it is registered or the country where the Public partner is located.</p> <p>Also in the last 5 years, the Candidate, who is a natural person, has not been convicted and sentenced and this person does not have a valid or non-voided convictions; or in the last 5 years against the Candidate, who is a legal person, another organization or its branch a final administrative decision (if such a decision was declared in accordance with the requirements of the legislation if the Candidate's country) for failure to perform obligations arising from the payment of taxes, including social security premiums, according to the requirements of the country where the Candidate is registered or the country where the procuring entity is located, was not declared and imposed.</p> <p>A candidate is not considered non-complying with this requirement if:</p> <p>1) The Candidate obliged to pay taxes, including social security premiums, and therefore, it is deemed that it has already performed the obligations specified in this requirement;</p>	<p>1) The candidate has performed obligations related to payment of taxes, the following is submitted: A document issued by the State Tax Inspectorate under the Ministry of Finance of the Republic of Lithuania or a document issued by the State Enterprise Center of Registers, in accordance with the procedure set by the Government of the Republic of Lithuania, confirming the joint data processed by the competent authorities.</p> <p>2) The candidate has performed obligations related to payment of social security premiums, the following is submitted:</p> <p>- If the Candidate is a legal entity, registered in the Republic of Lithuania, it is not required to submit any documents proving this requirement The procuring entity verifies the data itself in the national database (http://draudejai.sodra.lt/draudeju_viesi_domens/). If due to technical malfunctions of the Sodra information system the procuring entity will not be able to check the available data on the Candidate (legal person) for free,</p>

Grounds for removal	
I. The requirement for the absence of the grounds for removal	The following must be submitted as a proof of compliance
<p>2) the amount of the debt does not exceed 50 euros (fifty euros);</p> <p>3) The Candidate has been informed of the exact amount of its debt at such a time that, before the deadline for submission of applications, it has not been able to pay taxes, including social security premiums, to conclude a tax credit agreement or other binding agreement of similar nature on their payment or to take other measures to comply with this requirement to comply with the provisions of the paragraph 1 of this paragraph. The Candidate is not removed from the procurement procedure based on this ground if, upon request from the Public partner, it proves that it has already been deemed to have fulfilled the obligations relating to the payment of taxes, including social security premiums.</p>	<p>it will have the right to request the Candidate (legal entity) to submit a document issued in accordance with the set procedure confirming compliance with this requirement.</p> <p><i>[It is recommended for the Public partner to indicate the date of which the data about the Candidate will be checked]</i></p> <p>If the Candidate is a legal entity registered in a foreign state, it shall submit the documents issued by the respective institution of a foreign state. If the Candidate is unable to provide the specified documents, since such documents are not issued in a respective state or such documents issued in that state do not cover all the issues raised, they may be replaced with:</p> <ol style="list-style-type: none"> 1) an oath declaration; or 2) an official declaration of the Candidate if the oath declaration is not used in the country. An official declaration must be certified by a notary public or a competent professional or trade organisation of the Member State or Candidate's country of origin or the of the country where it is registered. <p>The documents specified in this paragraph must be issued not earlier than 30 (thirty) days before the deadline for submission of applications, or their validity period should cover this date.</p> <p><i>Digital copies of documents submitted by CPP IS means or documents created by electronic means.</i></p>

Grounds for removal	
I. The requirement for the absence of the grounds for removal	The following must be submitted as a proof of compliance
1.3. The Candidate has not entered into agreements with other Candidates intended to distort the competition in the ongoing procurement (the Candidate is removed from the procurement procedure if the Public partner has convincing data on the non-compliance of this requirement).	The Public partner does not require any additional documents regarding the compliance with this requirement (a filled out ESPD is submitted).
1.4. The Candidate at the time of the procurement is not in a situation of a conflict of interest as it is defined in the article 21 of the Law on Public Procurement, where the respective situation cannot be rectified (it is deemed that the respective situation cannot be rectified due to a conflict of interest if the persons who got into a conflict of interest caused the decisions of the Public partner (including the Commission) and the replacement of these decisions would be counter to the provisions of the Public procurement).	The Public partner does not require any additional documents regarding the compliance with this requirement (a filled out ESPD is submitted).
1.5. The competition was not violated due to the assistance to the Candidate in preparing for the procurement, as specified in the parts 3 and 4 of the article 27 of the Law on Public Procurement, when the relevant situation cannot be rectified.	The Public partner does not require any additional documents regarding the compliance with this requirement (a filled out ESPD is submitted).
1.6. The candidate does not meet the following grounds: 1) The candidate during the procurement procedures has concealed information or submitted false information about compliance with the requirements for the absence of the grounds for removal and qualification requirements, specified in this Annex, and the Public partner may prove it by any legal means, or the Candidate cannot provide the supporting documents specified in this Annex for false information that it provided. 2) During the previous procedures the Candidate concealed information or submitted false information for the requirements specified in the articles 46 and 47 of the Law	The Public partner does not require any additional documents regarding the compliance with this requirement (a filled out ESPD is submitted).

Grounds for removal	
I. The requirement for the absence of the grounds for removal	The following must be submitted as a proof of compliance
<p>on Public Procurement, or the Candidate was unable to provide the supporting documents required by the article 50 of the Law on Public Procurement due to the provided false information, due to which, it has been removed from procurement procedures for the last year, or a court decision has been declared and came into force in the last one year.</p> <p>3) in accordance with the legislation of other countries, the Candidate has concealed information or submitted false information during previous procedures, or because of the submission of false information, it was unable to provide supporting documents due to which, it has been removed from procurement procedures for the last year, or a court decision has been declared and came into force in the last one year, or other similar sanctions were imposed.</p>	
<p>1.7. The Candidate did not perform any of the following actions: took unlawful steps to influence the decisions of the Public partner, to receive confidential information that would give it an unjustified advantage in the procurement procedure, or provided misleading information that may materially affect the decision of the Public partner to remove candidates, their qualification evaluation, determination of the winner, and the Public partner can prove it by any legal means.</p>	<p>The Public partner does not require any additional documents regarding the compliance with this requirement (a filled out ESPD is submitted).</p>
<p>1.8. The candidate does not meet the following grounds:</p> <p>1) the Candidate has failed to perform the public procurement agreement, the purchase-sale agreement with the procuring entity or a concession agreement, or performed it improperly, and that was a material breach of the agreement defined in the Civil Code (hereinafter referred to as the material breach of agreement), due to which an agreement was terminated during the last 3 years, or a judgement has been passed and came into force over the last 3 years a court decision to satisfy the claim of the procuring organisation, procuring entity or a</p>	<p>The Public partner does not require any additional documents regarding the compliance with this requirement (a filled out ESPD is submitted).</p>

Grounds for removal	
I. The requirement for the absence of the grounds for removal	The following must be submitted as a proof of compliance
<p>granting authority to compensate the losses, incurred due to the fact that the Candidate has performed the material condition of the agreement with major or constant defects;</p> <p>2) in accordance with the legislation of other countries, during the last 3 years, it has been established that the Candidate, in the course of performance of an earlier agreement of the public procurement, an earlier purchase-sale agreement with the procuring entity, or a previous concession agreement, has performed the essential requirement therein with major or constant defects, and because of that earlier agreement was terminated before the expiration date specified in that agreement, damages were claimed or other similar sanctions were imposed;</p> <p>3) A Candidate is established in order to avoid the application of the grounds for removal specified in the sub-paragraphs 1 and 2 of this requirement and the Public partner has compelling data with respect to that.</p>	
<p>1.9. The Candidate has not committed a professional misconduct when an administrative penalty or an economic sanction was imposed on the Candidate or its head in accordance with the laws of the Republic of Lithuania or legislation of other countries for violations of the financial reporting and auditing legislation and from the date of entry into force of the decision imposing this sanction or from the date on which the person completed the administrative order less than one year has passed.</p>	<p>The Public partner does not require any additional documents regarding the compliance with this requirement (a filled out ESPD is submitted).</p>
<p>1.10. <i>Recommended requirement</i></p> <p>The candidate has not violated any of the environmental, social and labor law obligations referred to in the part 2 of the paragraph 2 of the article 17 of the Law on Public Procurement, and for which the Candidate has not been imposed an administrative penalty or an economic sanction specified in the laws of the Republic of Lithuania or legislation of other states, when less than a year has</p>	<p>The Public partner does not require any additional documents regarding the compliance with this requirement (a filled out ESPD is submitted).</p>

Grounds for removal	
I. The requirement for the absence of the grounds for removal	The following must be submitted as a proof of compliance
<p>passed from the date of entry into force of the decision imposing this sanction;</p>	
<p>1.11. <i>Recommended requirement</i> The candidate is not insolvent, it has not been the subject of a restructuring or bankruptcy proceeding, liquidation proceedings have not been initiated or commenced, its property has not been managed by a court or a bankruptcy administrator, it has not entered into a settlement agreement with the creditors (agreement between the Candidate and the creditors to continue the Candidate's activities when the Candidate assumes certain obligations, agrees to postpone, reduce or waive the claims), its activity is not suspended or restricted, or its condition is not the same or similar according to the legislation of the country in which it is registered.</p> <p>However, when the situation, defined in this paragraph, is present, the Public partner does not remove the Candidate from the procurement procedure if it provides reasonable evidence that it will be able to perform the Agreement properly.</p>	<p>If the Candidate is a legal person registered in the Republic of Lithuania, the Commission does not require the Candidate to submit documents about the legal status of the Candidate. This information will be checked in the information system of the State Enterprise Center of Registers.</p> <p>If the Candidate is a legal entity registered in a foreign state, it shall submit the documents issued by the respective institution of a foreign state. If the Candidate is unable to provide the specified documents, since such documents are not issued in a respective state or such documents issued in that state do not cover all the issues raised, they may be replaced with:</p> <ol style="list-style-type: none"> 1) an oath declaration; or 2) an official declaration of the Candidate if the oath declaration is not used in the country. An official declaration must be certified by a notary public or a competent professional or trade organisation of the Member State or Candidate's country of origin or the of the country where it is registered. <p>The documents specified in this paragraph must be issued not earlier than 30 (thirty) days before the deadline for submission of applications, or their validity period should cover this date.</p> <p><i>Digital copies of documents submitted by CPP IS means or documents created by electronic means.</i></p>

Grounds for removal	
I. The requirement for the absence of the grounds for removal	The following must be submitted as a proof of compliance
<p>1.12. <i>Recommended requirement</i></p> <p>The Candidate has not committed a serious professional misconduct, which gives rise to doubt that it will perform the Agreement honestly. On this ground, the Candidate is removed from the procurement procedure when there is at least one of the following violations [<i>The Public partner may optionally indicate one, several or all violations</i>]:</p> <p>(a) breach of professional ethics, when less than one year has passed since the time when the Candidate was declared as failing to comply with the norms of professional ethics;</p> <p>b) competition, employee safety and health, information security, or intellectual property violation for which an administrative penalty or an economic sanction was imposed on the Candidate or its head in accordance with the laws of the Republic of Lithuania or other countries, when from the date of declaration of the decision imposing this sanction, or from the date on which the person completed the administrative order, or from the date of entry into force, less than one year has passed.</p> <p>c) violation of the prohibition on the conclusion of prohibited agreements, established by the Law on Competition of the Republic of Lithuania or a similar legislation of another country, when less than 3 years have passed since the date of the decision to impose an economic sanction established in the Law on Competition or the legislation of another state;</p> <p>d) A Candidate, who is a natural person, or a head or other member of the management or supervisory body of the candidate, who is a legal</p>	<p>The Public partner does not require any additional documents regarding the compliance with this requirement (a filled out ESPD is submitted).</p>

Grounds for removal	
I. The requirement for the absence of the grounds for removal	The following must be submitted as a proof of compliance
<p>person, another organization or its division, or another person, who has the right to represent or control the Candidate, make a decision on his behalf, or a participant with a majority of votes in a meeting of a legal entity has been found guilty of intentional bankruptcy as defined in the Law on Enterprise Bankruptcy of the Republic of Lithuania or legislation of similar nature of other states when less than 3 years have passed since the day when the judgement entered into force.</p>	
<p>1.13. <i>Recommended requirement</i> The candidate has not been disciplined for permitting for the citizens of the third countries to work illegally, when an administrative penalty or economic sanction established by the law of the Republic of Lithuania or legislation of other states has been imposed upon the Candidate and less than one year has passed since the day on which the decision imposing this sanction came into force.</p>	<p>The Public partner does not require any additional documents regarding the compliance with this requirement (a filled out ESPD is submitted).</p>

Qualification requirements	
II. Requirements for the financial and economic capability	The following must be submitted as a proof of compliance
<p>2.1. The average annual income of the Candidate for the administration and maintenance services of non-residential buildings (including utility communications and / or engineering networks inseparable from those buildings) during the last 3 (three) financial years before the deadline for submission of applications or within the time from the date of registration of the Candidate (if the activity is carried out for less than 3 (three) financial years) till the deadline for submission of applications must be at least <i>[insert the required revenue in figures and words]</i> Eur (excluding VAT) (or in respective another currency).</p>	<p>Within the last 3 (three) financial years before the deadline for submission of applications or within the time from the date of registration of the Candidate (if the Candidate has been engaged in activities less than 3 (three) financial years) till the deadline for submission of applications, the list of property administration and maintenance services in accordance with the form specified in the Annex No. 10 to the Conditions <i>The form for the list of administration and maintenance services</i>. Only those earnings that are received simultaneously when providing both administrative and maintenance services</p>

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

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

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

Qualification requirements	
III. Requirements for technical and professional capacity	The following must be submitted as a proof of compliance
	<p>The agreement is deemed to be fulfilled properly if the customer's certificate is accompanied with the certificate declaring building fit for use, construction completion certificate, the final work transfer-acceptance certificate, or an equivalent document issued within the last 5 (five) years prior to the deadline for the submission of applications. The qualification of a Candidate will be considered as meeting the established requirements also in cases where:</p> <p>(i) the contracting works were carried out under several agreements, but in the same non-residential building classified in the group of special buildings according to the same technical (technical work) project; or</p> <p>(ii) contracting works were performed in several non-residential buildings classified in a group of special buildings, but under one agreement and the same technical (technical work) project.</p> <p><i>Digital copies of documents submitted by CPP IS means or documents created by electronic means.</i></p>

The Candidate, who wishes to participate in the Announced negotiations must meet all the aforementioned Qualification requirements and submit the filled out ESPD as specified in the Annex No. 8 to the Conditions *Requirements for the European Single Procurement Document* and the documents confirming compliance with the Qualification requirements.

If the Candidate cannot provide the required documents proving his financial and economic capacity for valid reasons, it has the right to submit other documents acceptable to the Public partner.

In such a case, it is recommended to contact the Public partner in advance for the admissibility of the documents confirming the qualification.

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

The Candidate may rely on the capacities of other entities to meet the requirements of the financial and economic, technical and professional capacity, regardless of the legal nature of the relationship between those entities. However, to meet the requirements of the paragraphs 2.1, 3.1, and 3.2 of this Annex, the capacity of other entities can **only be relied upon if those entities themselves will provide services / perform works that require their available capacities.**

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

If an entity on the capacity of which is relied will not meet the qualification requirements set for it or it will not meet at least one of the requirement for the absence of the grounds for removal, the Public partner will demand to replace such entity with an entity that meets the requirements within the period set by it.

[if applicable Sub-suppliers on the capacity of which the Candidate does not rely in order to meet the Qualification requirements, but employ them to perform the Agreement, must meet the requirements for the absence of grounds for removal. If such a Sub-supplier will not meet at least one of the requirements for the absence of grounds for removal, the Public partner will demand to replace it with a Sub-supplier that meets the requirements, within the period set by the Public partner. This procedure also applies when such sub-suppliers are indicated to the Public partner after the conclusion of the Agreement.]

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

1) The Candidate has provided the Public partner with information about the fact that he taken the following measures:

- voluntarily paid or undertook to pay the compensation for damage caused due to criminal offence or violation specified in paragraphs 1.1 and 1.3-1.3- *[specify the paragraphs, depending on which requirements for the absence of grounds for removal are set for the Candidate]*, if applicable;

- cooperated, actively assisted or employed other measures helping to investigate and solve the offence or violation that it committed, if applicable;

- employed technical, organizational and personnel management measures dedicated for the prevention of further criminal offences or violations;

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

SUBMISSION OF AN APPLICATION

In order to express its intention to participate in the Announced negotiations conducted by the Public partner, the entity must fill out the application form specified in the Annex No. 6 to the Conditions *Application form*, and enclose the following documents to it.

DOCUMENT CHECK-LIST

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

Document check-list		<input checked="" type="checkbox"/>
1.	A document confirming the authority of a representative.	<input type="checkbox"/>
2.	Joint enterprise agreement (where applicable).	<input type="checkbox"/>
3.	Obligation of Confidentiality filled out in accordance with the form specified in the Annex No. 9 to the Conditions <i>The form for the obligation of the confidentiality</i> .	<input type="checkbox"/>
4.	The European Single Procurement Document filled out in accordance with the requirements specified in the Annex No. 8 to the Conditions <i>Requirements for the European Single Procurement Document</i>	<input type="checkbox"/>
5.	Certificate issued by the Department of Informatics and Communications under the Ministry of the Interior of the Republic of Lithuania, an extract from the court decision (if any) or a document issued by the state enterprise Center of Registers in accordance with the procedure established by the Government of the Republic of Lithuania, confirming the joint data processed by the competent authorities, or documents issued by an authorized foreign institution; or if such documents are not issued in the country of the Candidate's registered office or do not cover all issues that are raised, - an oath declaration / official declaration of the Candidate confirming the Candidate's compliance with the requirement for absence of grounds for removal specified in the paragraph 1.1 of the Annex No. 4 to the Conditions <i>Qualification requirements</i> .	<input type="checkbox"/>
6.	For a legal entity registered in a foreign state - a document issued by a foreign state institution certifying that the Candidate is not insolvent, a restructuring or bankruptcy case is not initiated against it, liquidation proceedings have not been initiated or started, against it, its property is not controlled by a court or a bankruptcy administrator, it has not entered into a settlement agreement with the creditors (the agreement between the Candidate and the creditors to continue the Candidate's activity, when the Candidate assumes certain obligations and the creditors agree to postpone, reduce or waive their claims), its activity are not suspended or restricted or its condition is not the same or similar according to the legislation of country where it is registered, or if the country of Candidate registered office does not issue	<input type="checkbox"/>

such documents or does not cover all the raised issues, - an oath declaration / official declaration of the Candidate confirming the Candidate's compliance with the requirement for absence of grounds for removal specified in the paragraph 1.11 of the Annex No. 4 to the Conditions *Qualification requirements*.

7. **A document issued by the State tax inspectorate or the state enterprise Center of Registers in accordance with the procedure established by the Government of the Republic of Lithuania, confirming the joint data processed by the competent authorities, or a document issued by a respective foreign state institution; or if such documents are not issued in the country of the Candidate's registered office or do not cover all issues that are raised, - an oath declaration / official declaration of the Candidate confirming the Candidate's compliance with the requirement for absence of grounds for removal specified in the paragraph 1.2 of the Annex No. 4 to the Conditions *Qualification requirements*.**

8. A certificate confirming the compliance with the requirements of the classified information, marked with the label "Restricted use", protection or the certificate confirming the reliability of the company issued in accordance with the procedure established by the Law on State and Service Secrets of the Republic of Lithuania.

9. For a legal person registered in a foreign state - A confirmation by a foreign state institution ensuring the security of classified transactions that the company, institution, organization, or a natural person participating in the selection process are reliable and meets the requirements of that foreign state for suppliers make the respective classified transactions.

10. **A list of property administration and maintenance services, filled out in accordance with the form provided in the Annex No. 10 to the Conditions *The form for the list of administration and maintenance services* (additionally provided in the Microsoft Excel format), confirming the Candidate's compliance with the qualification requirement specified in the paragraph 2.1 of the Annex No. 4 to the Conditions *Qualification requirements*.**

11. **Funder's letter about the planned funding and / or the decision of the Candidate's shareholders (participants) or other competent management bodies to allocate the necessary funds or other evidence of the availability of these funds confirming the Candidate's compliance with the qualification requirement specified in the paragraph 2.2 of the Annex No. 4 to the Conditions *Qualification requirements*.**

12. **The list of the essential construction works filled out in accordance with the form specified in the Annex No. 11 to the Conditions *The form for the list of the essential construction works* (additionally provided in the Microsoft Excel format) or KS-01 statistical (quarterly) reports confirming the Candidate's compliance with the qualification requirement specified in the paragraph 3.1 of the Annex No. 4 to the Conditions *Qualification requirements*.**

13. **A list of properly fulfilled agreements in accordance with the form specified in the Annex No. 12 to the Conditions *The form for the list of the***

properly fulfilled agreements, and the documents confirming the fulfillment of agreements (customers certificates, the certificate declaring building fit for use, construction completion certificate, and/or the final work transfer-acceptance certificate) confirming the Candidate's compliance with the qualification requirement specified in the paragraph 2.2 of the Annex No. 4 to the Conditions *Qualification requirements*.

14. Other documents, which, in the opinion of the Candidate, may be useful in the evaluation of its compliance with the Qualification requirements.

REQUIREMENTS FOR THE SUBMISSION OF THE APPLICATION

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

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

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

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

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

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

APPLICATION FORM

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

[Name of the public partner]

[Contact details of the Public partner: address, email, phone and fax numbers]

APPLICATION TO PARTICIPATE IN THE ANNOUNCED NEGOTIATIONS

(Date) (number)

(Place)

[specify the title of the Project]

(Project title)

By expressing an interest in the opportunity to implement the *[Project name]*, we express our willingness to participate in the procedures of the Announced negotiations for the conclusion of the Agreement that were announced on *[date]* in the Official Journal of the European Union *[number]* and the CPP IS, procurement number - *[procurement number]*.

For this purpose, we provide data on your Qualification.

General data³:

Candidate's name

Legal entity code

VAT payer's code

Registered office address

Correspondence address

Responsible person (manager or it authorized person)⁴:

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

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

[Position, name, last name

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

By submitting this application, we acknowledge that we agree with all the terms of these Announced negotiations, as set forth in the announcement about negotiations, in these Conditions, annexes thereof, as well as in their clarifications and explanations.

With this application we confirm that we meet all the Qualification requirements set out in the Annex No. 4 to the Conditions *Qualification requirements*. We demonstrate compliance with each Qualification requirement by submitting the following documents:

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

Qualification requirement ⁸	Compliance with the requirement is confirmed by ⁹	Qualification value

⁵ Indicate the number of the requirement(s) for the absence of grounds for removal in accordance with the Annex No. 4 to the Conditions *Qualification requirements*. The numbers of requirements for the proving of which only the ESPD is submitted, shall be indicated all together in a single box.

⁶ Provide documents confirming the Candidate's compliance with the requirement for the absence of grounds for removal and the number of pages thereof. If the document proving the respective requirements is the ESPD provided in XML format, the number of pages is not indicated.

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

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

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

Qualification requirement⁸	Compliance with the requirement is confirmed by⁹	Qualification value

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

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

Qualification requirement, compliance with which is based on the capacity of other economic entities	Name, code, address, contact person of another entity on the capacity of which the compliance is based	Provided proof of the availability of the necessary resources¹⁰

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

¹⁰ As specified in the Annex No. 4 to the Conditions *Qualification requirements*.

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

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

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

We note that the information contained in the following parts of the application is confidential¹¹:

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

(position of the Candidate or its authorised person)

(signature)

(Name and last name)

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

QUALIFICATION EVALUATION AND THE PROCEDURE OF THE QUALIFICATION SELECTION PERFORMANCE

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

The Commission will examine and evaluate:

- 1) whether the Candidate's application complies with the requirements for the submission of the application specified in the Annex No. 5 to the Conditions *Submission of an application*;
- 2) has the Candidate submitted all documents and information confirming his compliance with the Qualification requirements?
- 3) whether the data and declarations submitted by the Candidate are correct;
- 4) whether the Candidate meets the qualification requirements specified in the Annex No. 4 to the Conditions *Qualification requirements*.

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

An application of a Candidate, who did not meet the Qualification requirements, is rejected, unless the entity on the capacity of which is relied does not meet the Qualification requirements, but the Candidate replaces it with an entity that meets these requirements and / or if the Candidate proves that it has regained its reputation as stated in the Annex No. 4 to the Conditions *Qualification requirements*.

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

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

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

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

The sum of points of each Candidate's overall qualification score (T) is obtained by adding the individual points of the Prequalification selection criteria (Ki):

$$T = \sum_i K_i$$

The points of individual qualification selection criteria (K_i) for each Candidate are calculated as the relative criterion value by multiplying the value of the ratio of the evaluated respective qualification selection criterion (L_i) and the best value of the respective criterion assigned for application ($P_{i\max}$) by the score of significance of the respective qualification selection criterion (L_i):

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

Where:

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

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

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

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

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

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

REQUIREMENTS FOR THE EUROPEAN SINGLE PROCUREMENT DOCUMENT

The separate ESPD is filled out by:

- Candidate;
- each member of the entity group (if the application is submitted by an entity group);
- each economic entity, if the Candidate relies on its ability to meet the Qualification Requirements;

[if applicable Sub-suppliers on the capacity of which the Candidate does not rely in order to meet the Qualification requirements, but employ them to perform the agreement.]

The ESPD that is relevant to the Candidate, who is submitting the application, is created by the importing the ESPD formed by the Public partner that is specified in the supplement No. 1 to this Annex to the Conditions and uploaded in xml format at <https://ec.europa.eu/tools/espd>

The instructions for filling out the ESPD can be found at the following web address:

[http://vpt.lrv.lt/uploads/vpt/documents/files/EBVPD%20pildymas\(Tiek%C4%97jas\).pdf](http://vpt.lrv.lt/uploads/vpt/documents/files/EBVPD%20pildymas(Tiek%C4%97jas).pdf)

Submission and signing of the ESPD:

- The candidate submits the filled out ESPD in xml format with an application signed with a qualified electronic signature. There is no need to sign the ESPD separately.
- If the application is submitted by an entity group:
 - (i) a member of the entity group authorised to submit and sign the application, submits the filled out ESPD in xml format together with the application, signed with a qualified electronic signature. There is no need to sign the ESPD separately;.
 - (ii) other members of the entity group submit a filled out ESPD in xml format, printed in pdf format and manually signed ESPD.
- other entities on whose capacity is relied upon [if applicable Sub-suppliers, on whose capacity the Candidate does not rely upon in order to meet the Qualification requirements, but uses for the performance of the Agreement] submits a filled out ESPD in xml format as well as printed in pdf format and manually signed ESPD.

Supplement No. 1 to the Annex No. 8 of the Conditions

Together with the application, the Candidate must submit a filled out ESPD form of the Supplement No. 1 to the Annex No. 8 to the Conditions, the requirements of which are presented in an xml format in a separate document.

THE FORM FOR THE OBLIGATION OF THE CONFIDENTIALITY

[Name of the public partner]

[Contact details of the Public partner: address, email, phone and fax numbers]

OBLIGATION OF CONFIDENTIALITY

(Date) (number)

(Place)

[Project title]

While seeking to participate in the Announced negotiations for the implementation of *[Project's name]* (hereinafter referred to as the Project) by the *[Name of the Public partner]* (hereinafter referred to as the Public partner) and obtain confidential information related to the ongoing Project and the procedures of the Announced negotiations _____ (hereinafter referred to as the Candidate) shall accept the following confidentiality obligations:

1. The Candidate undertakes to keep any information, received from the Public partner during the Announced negotiations, secret, to store such information as its commercial secrets, but in any case employing no weaker protection of confidentiality than the average prudent businessman would employ, and not to disclose confidential information to third parties, unless such confidential information:
 - 1.1. is universally known or publicly available;
 - 1.2. is obtained from third parties without accepting any obligations of confidentiality to the disclosing party;
 - 1.3. must be disclosed to third parties because of the Candidate's intention to participate in the Announced negotiations or for the purpose of performing the Agreement for the implementation of the Project, if the third parties, receiving the information assume obligations of confidentiality, which in their scope are as strict as the confidentiality obligations specified in this obligation of Confidentiality (if third parties disclose confidential information of the Public partner, the actions of third parties are the responsibility of the Candidate as per its own);

- 1.4. was independently created by the Candidate without the use of the confidential information of the Public partner, or was previously known to the Candidate;
- 1.5. in accordance with the legislation in force, should be disclosed to the state institutions if the Candidate has disclosed to the state institutions the minimum possible amount of the confidential information, has taken all measures provided for in the legislation that the public institution that received the information would keep the information confidential, and immediately informed the Public partner of such disclosure of information.
2. The obligations of confidentiality specified in this obligation are valid both during the procedures of the Announced negotiations, as well as after these procedures end.
3. This obligation creates legally binding obligations for the Candidate. The Law of the Republic of Lithuania applies to them. Disputes concerning the performance of this obligation are resolved in the courts of the Republic of Lithuania based on the location of the registered office of the Public partner.

(position of the Candidate or its authorised person)

(signature)

(Name and last name)

THE FORM FOR THE LIST OF ADMINISTRATION AND MAINTENANCE SERVICES

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

[Name of the public partner]

[Contact details of the Public partner: address, email, phone and fax numbers]

THE FORM FOR THE LIST OF ADMINISTRATION AND MAINTENANCE SERVICES

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

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

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

(position of the Candidate or its authorised person)

(signature)

(Name and last name)

THE FORM FOR THE LIST OF THE ESSENTIAL CONSTRUCTION WORKS

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

[Name of the public partner]

[Contact details of the Public partner: address, email, phone and fax numbers]

THE LIST OF THE ESSENTIAL CONSTRUCTION WORKS

We hereby submit the information about the scopes of essential construction works to justify the compliance with the qualification requirement specified in the paragraph 3.1 of the Annex No. 4 to the Conditions *Qualification Requirements*, as well as to justify the value of the qualification selection (P1) criterion¹²:

Ser. No.	Brief description of works	Work performance period (<i>[date]</i>)	Value of works performed excluding VAT	Customer
1.				
2.				
3.				
<i>[...]</i>				
Total (average annual scope):			≥<i>[enter required scope in digits]</i> Eur excluding VAT	

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

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

(position of the Candidate or its authorised
person)

(signature)

(Name and last name)

THE FORM FOR THE LIST OF THE PROPERLY FULFILLED AGREEMENTS

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

[Name of the public partner]

[Contact details of the Public partner: address, email, phone and fax numbers]

THE LIST OF THE PROPERLY FULFILLED AGREEMENTS

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

Ser. No.	Brief description of the agreement	Object of works	Agreement performance date	Value of the agreement (works performed) excluding VAT	Completion percentage of the agreement performance	Customer (name, contact information)	The enclosed document confirming the proper performance of the agreement
1.		Non-		≥enter	100 %		Yes

		residential building classified in the category of special buildings		<i>required value of the agreement EUR excluding VAT]</i>			<i>[document title]</i>
<i>[...]</i>							

(position of the Candidate or its authorised person)

(signature)

(Name and last name)

REQUIREMENTS FOR THE TECHNICAL-ENGINEERING INFORMATION

Following are the recommended requirements for technical and engineering information

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

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

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

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

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

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

ENERGY CONSUMPTION INDICATORS

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

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

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

Table 1. Climate norms applicable to administrative premises

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

Table 2. Average outside air temperature

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

REQUIREMENTS FOR THE FINANCIAL ACTIVITY MODEL

1. The Candidate / Participant must submit a Financial activity model that meets the following requirements:

1.1. The Financial activity model must be prepared in accordance with the form provided, also enclosing all documents, substantiating the financial activity model, listed in the form.

1.2. The Financial activity model must include the Candidate's / Participant's proposals and clear descriptions of all Private partner's obligations listed in the Conditions.

1.3. The descriptions in the Financial activity model must be sufficiently thorough and detailed so that any competent financial analyst can assess the logic and validity of assumptions without additional information.

1.4. The Financial activity model must be prepared for the entire duration of the Agreement.

1.5. The calculations provided in the Financial activity model must be substantiated, i.e. the assumptions used for the creation of the financial model must be described in detail and based on good business practices, financial market data, commercial offers, market price analysis, etc. The documents justifying the calculations of the Financial activity model must be presented together with the Financial activity model.

1.6. The Financial activity model must evaluate all costs and payable fees related to the obligations of the Private partner.

1.7. The Financial activity model must be prepared in accordance with the requirements set out in the Conditions and explanations of the Commission, without adapting the modifications according to the proposals submitted by the Participant during the negotiations.

1.8. The Financial activity model must be created taking into account, but not limited to, the points listed below in this document.

1.9. The Financial activity model must be open for correction, the equations that are used cannot be hidden.

2. Basis for drafting a Financial activity model:

Basis for drafting a Financial activity model	
2.1. Premises for drafting a Financial activity model	When filling out the form of the Financial activity model (hereinafter the FAM) the Candidate / Participant has to provide a set of assumptions that would describe all assumptions used in the FAM, the details of which should be sufficient to prepare an identical FAM.

Basis for drafting a Financial activity model

The FAM must be created with actual values, i.e. prices that are valid at the time of the submission of the Initial tender / Final tender.

When describing the assumptions it must be clearly stated whether the amounts are presented with or without value added tax.

The set of FAM assumptions must be substantiated and explained the estimated costs incurred (*[enter the Object]* creation, outfitting, service provision, operation, financing, etc.) specified by the Candidate / Participant, and the principles of their calculation.

For the purposes of the FAM creation, all incurred costs of utility charges related to the creation of *[enter the Object]*, before (but not including) the Service provision commencement date attribute to the *[enter the Object]* creation cost.

The documents substantiating respective expenses must be submitted together with the FAM (e.g. estimates, commercial offers) or it must be explained on what basis and of which components the specified costs are comprised.

2.2. Main dates

The main date is *[enter the main date]* (hereinafter – the Main date)

Assume that the date Agreement's entry into force is *[enter the estimated date of Agreement's entry into force]* (hereinafter - the Estimated date of Agreement's entry into force)

2.3. Currency

Submit prices (Annual remuneration) in Euros based on the Main date.

2.4. Indexing

Parts of the Annual remuneration will be indexed as specified in the Annex No. 3 to the Agreement "Terms of settlement and payments".

For the purpose of calculation and submission of the Initial tender / Final tender, assume that indexing is carried out annually and the first correction is done from the Main date.

The Public partner will only index the following costs:

- (a) Service provision;
- (b) Administrating and management.

Indexing does not apply to the credit and equity flows, as well as the costs of financial and investment activities.

2.5. Internal rate of return

Internal rate of return (IRR) - such rate of return at which the present value of revenue streams receivable by the Investor from the Private partner are set to zero, and calculated according to the following equation:

Basis for drafting a Financial activity model

$$0 = \sum_{n=1}^n \frac{IPS_n}{(1 + IGN)^n}$$

where:

ICF_n - *Investor's cash flows*. These are equity flows for Project financing (e.g. the values of the Private partner's share pay-up and the subordinated loan granting by the shareholders in n^{TH} year) and return on equity flows (e.g., values of the paid out distributed profit and payments made according to the subordinated loans). The cash flows depicted in the equation include both cash flows, negative (cash flow for the Project funding, to the Project), and positive (cash flow from the Project).

N - Agreement validity period.

n - the n^{TH} year of the Agreement.

IGN – Internal rate of return.

The internal rate of return is used as a discount rate in the calculation of compensation in the event of termination of the Agreement.

2.6. Weighted average cost of capital

The weighted average cost of capital (WACC) reflects the cost of the capital required for the Project, after the evaluation of the estimated funding structure (borrowing and equity), and is calculated according to the equation:

$$WACC = \frac{E}{V} \times R_E + \frac{D}{V} \times R_D \times (1 - tax) + \frac{H}{V} \times R_H \times (1 - tax)$$

where:

E – the size of equity

D - The amount of the Funder's credit

H – the size of the hybrid capital (including subordinated loans, convertible bonds, mezzanine loans, etc.)

V - the amount invested during the *[enter the Object]* creation period till the Service provision commencement date, $V = E + D + H$

R_E – return on the provided equity

R_D - The interest on the Funder's credit

R_H - return on hybrid capital (costs)

Tax - income tax rate

The weighted average cost of capital is used to calculate the compensation in case of Compensation event.

Basis for drafting a Financial activity model

2.7. Security of the Annual remuneration	<p>The Annual remuneration indicated in the Initial tender / Final tender must be valid at least as long as is specified in the Conditions. The Annual remuneration specified in the Initial tender / Final tender may vary only due to the objective circumstances that are beyond the control of the Private partner after the changes in the funding conditions (e.g., a change in the base interest rate, the appearance of restrictions on the funding market, etc.).</p> <p>During the performance of the Agreement, the ensurance of the Annual remuneration is implemented by applying the FAM's optimization and reoptimization procedures and indexing in accordance with the conditions set out in the Annex No. 3 to the Agreement "Terms of settlement and payments".</p>
2.8. Calculation of the Annual remuneration	<p>The Annual remuneration proposed by the Candidate / Participant must be calculated without employment of any additional modifications, i.e. during the calculation, the Candidate / Participant must assume that the Private partner will provide services in full scope, i.e. the Annual remuneration reduction mechanism will not be applied.</p>

3. Requirements for funding plan and justification of financial capability:

Funding plan and justification of financial capability

3.1. Assessment of the need for funding and expected structure of capital	<p>When filling out the FAM form, the Candidate / Participant must provide a description of the Project funding structure and supporting documents that would prove that the Candidate / Participant has raised enough funds for the Project funding and that the proposed Project funding plan meets the following points:</p> <ul style="list-style-type: none"> (a) Includes all funding structure and proposed instruments; (b) A detailed description of all sources of funding is provided; (c) The conditions for all bond guarantees and detailed information on how the Private partner will implement these Conditions are provided; (d) A description of the indemnification strategy that the Candidate / Participant / Private partner intends to carrying out and and requirements is given.
3.2. Funding conditions (borrowed capital)	<p>If the loan or other source of funding of borrowed funds (including subordinated loans, leases) is presented for the funding of the</p>

Funding plan and justification of financial capability

Project, the following information must be provided for each Funder as thorough funding conditions or letter of commitment to fund:

- (a) The loan provider's legal information and credit rating (if rated);
- (b) Amount allocated or committed;
- (c) Funds payout schedule;
- (d) Detailed information on the grace period, including its duration and contingencies;
- (e) Repayment or redemption schedule, with redemption dates, early repayment terms (including the payment conditions for the part of the outstanding loan);
- (f) Requirements for deposits, guarantees or other securities (from the parent company or third parties);
- (g) Agreement preparation, obligation, brokerage and other similar fees;
- (h) Interest rates and margins, including increasing / decreasing mechanisms;
- (i) Material constraints, obligations and other requirements;
- (j) Requirements for reserve accounts;
- (k) Insolvency or other similar arrangements;
- (l) Agreements on the transfer of rights and obligations;
- (m) Preconditions;
- (n) Due diligence requirements;
- (o) Other restrictions, requirements or conditions that would have a financial impact on the Candidate's / Participant's ability to raise funds;
- (p) Detailed information on the availability of funding (allocated for the Project) and the financial condition of the funding provider (if the funder is not a credit institution).

When filling the FAM form, the Candidate / Participant must provide a summary of the above financing terms and attach the supporting documents.

3.3. Funding conditions (equity)

When filling the FAM form, the Candidate / Participant must specify:

- (a) Equity providers, shareholders and sureties;

Funding plan and justification of financial capability

	<p>(b) The equity provider legal information and credit rating (if rated);</p> <p>(c) The amount of capital each equity provider(s) intended to contribute;</p> <p>(d) Comprehensive conditions for the provision of equity, including applicable interest rates, margins, expected return on equity, other material restrictions and requirements;</p> <p>(e) Detailed information about the availability of equity funding and a description of the financial condition of the equity provider(s) (descriptions of sources of funding, cash or other liquid assets that will be available to ensure the expected level of equity);</p> <p>(f) Information about all significant financial events that may affect the current financial condition of the entity since the last annual financial statements.</p> <p>When filling the FAM form, the Candidate / Participant must provide a summary of the above financing terms and attach the documents supporting the provision of equity.</p>
<p>3.4. Refinancing</p>	<p>If the Candidate / Participant plans to use the instruments of refinancing, it must describe the refinancing plan and provide refinancing assumptions on the structure and period of the refinancing, interest rate, margin, refinancing repayment period, payment schedule, reserve accounts, refinancing coverage, and other required indicators.</p>
<p>3.5. Correction of funding capability</p>	<p>The Public partner may, at its discretion, require additional evidence of funding capability.</p>

4. Requirements for justification of investments and expenses:

Investment and expense justification	
<p>4.1. Object's (construction) costs</p>	<p>When filling the FAM form, the Candidate / Participant has to provide a detailed information about the investment in the Object's designing, construction and recognition as fit for use, calculated in accordance with the requirements specified in the technical specification.</p> <p>The construction estimate must be detailed according to the investment groups, indicating the units of measurement (e.g., sq. m.), quantity and unit price, as well as total amounts.</p>

Investment and expense justification

4.2. Object's (outfitting) costs

Estimate must be additionally expressed in the cost per square meter.

Together with the FAM, the Candidate / Participant must submit data and documents justifying the calculation of costs (estimates, commercial offers, references to market prices, etc.).

When filling the FAM form, the Candidate / Participant must provide details about the *[enter the Object]* outfitting costs.

The outfitting estimate must be detailed according to the investment / cost groups, indicating the unit of measurement, quantity and unit price, as well as total amounts.

Estimate must be additionally expressed in the cost per square meter.

Together with the FAM, the Candidate / Participant must submit data and documents justifying the calculation of costs (estimates, commercial offers, references to market prices, etc.).

4.3. Service provision costs

When filling the FAM form, the Candidate / Participant must provide detailed information on the costs of the provision the standing services transferred by Agreement to the Private partner, calculated in accordance with the requirements specified in the Service Specifications.

If the Candidate / Participant plans to receive from the Services transferred to it income other than the Annual remuneration, the data on the costs of these Services must be submitted upon assessment of all expected income.

Service provision costs must be detailed according to the cost groups, specifying their components, expressed in the product of the multiplication of the unit of measurement and the price, and presenting the monthly and annual amounts.

Annual costs must be additionally expressed in the cost per square meter.

Together with the FAM, the Candidate / Participant must submit data and documents justifying the calculation of costs (estimates, commercial offers, references to market prices, etc.).

4.4. Administration and management costs

When filling the FAM form, the Candidate / Participant has to provide detailed information on the costs associated with the activity, management and administration of the Private partner (e.g., the salary of a Private partner's administration employees, accounting, audit services, rental of premises, and other costs).

Investment and expense justification

	<p>The administration and management costs must be detailed according to the cost groups, specifying their components, expressed in the product of the multiplication of the unit of measurement and the price, and presenting the monthly and annual amounts.</p> <p>The annual costs must in addition be expressed as a per-square meter cost (i.e., the total annual cost of administration and management must be divided by <i>[enter the Object]</i> area in square meters).</p> <p>Together with the FAM, the Candidate / Participant must submit data and documents justifying the calculation of costs (estimates, commercial offers, references to market prices, etc.).</p>
<p>4.5. Financial and investment activity costs</p>	<p>When filling the FAM form, the Candidate / Participant must provide detailed information about all Project funding costs, including basic interest rates, margins, funding fees, equity terms, etc.</p> <p>Together with the FAM, the Candidate / Participant must submit documents justifying the funding terms.</p>
<p>4.6. Risk removal costs</p>	<p>When filling the FAM form, the Candidate / Participant must provide detailed information on the costs of the removal of risks that are passed to the Private partner or explain how they will be reduced / eliminated without additional costs.</p>
<p>4.7. Other costs</p>	<p>When filling the FAM form, the Candidate / Participant must provide detailed information on all other costs related to the performance of obligations under the Agreement.</p>

5. Requirements for the justification of income (except for the Annual remuneration):

Justification of income (except for the Annual remuneration)

<p>5.1. Interest income</p>	<p>The Candidate / Participant must provide detailed information about interest (interest income) that the Private partner intends to receive from the Private partner's reserve accounts or from other credit accounts or indicate that receipt thereof is not foreseen.</p> <p>The expected interest income must be based on a detailed description of the interest rates used in the calculations or assumptions about interest rates.</p>
<p>5.2. Other income</p>	<p>The Candidate / Participant must provide detailed information about the other earnings (excluding Annual remuneration)</p>

Justification of income (except for the Annual remuneration)

anticipated by the Private partner, with a detailed description of the assumptions used for the calculations.

REQUIREMENTS FOR LEGAL INFORMATION**1. Information about Sub-suppliers**

1.1. Fill in the table below:

Sub-supplier's name, code, contact details	Which part of the Agreement it is employed to perform (Works or Services mandated to the Sub-supplier, their percentage of the Annual remuneration)

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

2. Confirmation of unchanged compliance with Qualification Requirements, i.e. confirmation that the information about the compliance with the Qualification requirements specified in the Annex No. 4 to the Conditions *Qualification requirements* specified in the Candidate's application and on the basis of which the Commission conducted the qualification selection in accordance with criteria set in the Annex No. 7 to the Conditions *Qualification evaluation and the procedure of the qualification selection performance* has not changed. If these details have changed, the Candidate / Participant must provide updated data to the Public partner.

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

- 3.1. The paragraph of the draft of the Agreement the change of which is proposed;
- 3.2. The draft of the Agreement paragraph with the noted proposed changes and the explanatory comment on the proposed change, highlighting:
 - 3.2.1. Critical changes that are necessary for the Candidate when making a decision about the submission of the Final tender (i.e., changes, without the adoption of which the Candidate would not be able to submit the Final tender due to its internal policies / requirements);
 - 3.2.2. Changes that may affect the Annual remuneration;
 - 3.2.3. Changes that may affect the structure of the Project funding;
 - 3.2.4. Changes that may affect the Candidate's agreements with the Sub-suppliers;
 - 3.2.5. Changes that are necessary in order to adapt them to the Project implementing measures / solutions proposed by the Candidate;

- 3.2.6. Changes that change the Matrix of risk distribution among the Parties proposed by the Public partner (regardless of whether in favor of the Public partner or the Candidate); and
- 3.2.7. and other changes.

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

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

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

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

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

- Object's / Service functionality - Object's adaptation to changing needs of the Public partner; Service provision flexibility; environmental protection, etc.
- Agreement management plan - management principles; management structure and communication management between the Project implementing parties (conflict management and prevention), and management of communication with third parties, the ones that do not implement the Project (conflict management and prevention); human resources and management thereof (team building, selection principles, principles for the ensurance of competencies required for the performance of the Agreement, management, conflict management and prevention); management of documents and the essential information of the Agreement (preparation of information and documents, and presentation thereof to the Project participants, documenting and traceability of the information about the activities, preparation of reports and presentation to the Public partner); risk management (the main principles for the management of risks specified in the Agreement, assessment of the risk possibility and their financial impact, assessment of possible risk impact to the implementation of the Project, plan of the risk management instruments, etc.).

II. Other questions

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

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

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

PROCEDURE FOR EVALUATION OF TENDERS AND Criteria**I. EVALUATION OF TENDERS**

Submission of the Initial Offer / Final Proposal by the Participant will be assessed by the Commission in accordance with the procedure and criteria set out in this Annex. Assessment procedures are carried out in the absence of participants.

II. VERIFICATION AND EVALUATION OF OFFERS

When assessing Initial Bids, the Commission will verify that:

- (i) The initial proposal for the implementation of the Project is all required in its scope;
- (ii) No more than one or alternative Initial Offer is submitted;
- (iii) The original offer is not shorter than requested;
- (iv) The original offer complies with the requirements for submission specified in the Annex 18 to the Terms and Conditions, Submission of Items, 52 Clauses of Clauses and other requirements for Submission of the Initial Offer;
- (v) The original proposal does not contain technical errors and arithmetic errors in the calculation of the Annual Salary - in which case the Participant will have to correct them within a specified time;
- (vi) The initial proposal is justified and implemented;

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

- (i) The final proposal for the implementation of the Project is all required in its scope;
- (ii) the annual salary offered by all Participants whose Final Bids are not rejected for other reasons is not excessive and unacceptable to the Government. The annual salary offered is deemed to be excessive and unacceptable if it exceeds the maximum financial obligations specified in *[indicate the decision, the expediency of the project, the name of the authority, the date and number of the decision]*;
- (iii) Unspecified low annual salary in the Final Proposal. The participant, having offered an unusually low annual salary, will have to justify it within the time limit set. Similarly, such a Final Proposal will have to comply with the environmental, social and labor law obligations specified in Item 2 of Paragraph 2 of Article 17 of the Law on Public Procurement;
- (iv) No more than one or alternative Final Bid is submitted;
- (v) The Final Bid meets the requirements for filing submitted in the Attachment 18 of Terms and Conditions, *Submission of Clauses, 73* and other requirements for submission of the Final Bid;
- (vi) The maturity of the final tender is not shorter than requested;
- (vii) The final proposal fulfills the conditions, is based on the implementation;

- (viii) the proper provision of the Final Bid is provided;
- (ix) There are no arithmetic errors in the calculation of the Annual Salary in the Final Proposal - in which case the Participant will have to correct them within a set time limit.

If it is determined that the Participant's Initial Offer / Final Proposal does not meet at least one of the above mentioned relevant criteria and, in the above cases, where the Participant does not remedy the relevant defects of the Original Proposal / Final Proposal within the time period specified by the Government, the Government will reject the Final Proposal of such Participant. The Participant's Proposal is also rejected if the Participant does not appear in the negotiations for no justified reason, fails to submit the Final Proposal, before the opening of the Procedure for the Final Bids, the Participant does not provide the password (due to his / her own fault) or provides an incorrect password, which does not enable the Public Entity to decrypt the Final Offer (if the Participant chooses to encrypt your Final Bid).

The Government may decide not to conclude the Agreement with the most economically advantageous Participant submitting the Proposal if it determines that the Proposal does not comply with the environmental, social and labor law obligations referred to in Item 2 of Article 17 of the Law on Public Procurement.

At the request of the Participant, the Government Agent will provide him with the reasons for the rejection of the Final Proposal.

III. EVALUATION CRITERIA

Having determined that the Final Bid of the Participants meet the above requirements, the Government will evaluate them in accordance with the price / quality ratio criterion:

Evaluation rate			The criterion parameter is the comparative weight	Comparative weight in economic appraisal
1. Annual salary (during the whole period of the contract) (C)				A= 50
2. Final proposal quality and effectiveness (T)				B= 50
2.1.	Technical Object Efficiency (P ₁)	Max R – 100 points	L₁ = 0.4	
2.2.	Energy efficiency (P ₂)		L₂ = 0.4	
2.3.	Performance Enforcement (P ₃)	Max R – 100 points	L₃ = 0.1	
2.4.	The validity, clarity and effectiveness of the contract management plan (P₄)	Max R – 100 points	L₄ = 0.1	

2.2. THE FORMULA FOR CALCULATING THE ECONOMIC EFFICIENCY SCORE (S)

The Economic Performance Score (S) is calculated by adding the Criteria for the Tenderer (C) and (T) points:

$$S = C + T$$

2.3. CALCULATION OF CRITERION (C)

Criterion (C) scores are calculated by multiplying the ratio of the proposed Annual Salary (C_i) of the Minimum Suggested Annual Salary (C_{min}) and the estimated Final Bid by the Criterion (A):

$$C = \frac{C_{min}}{C_i} \times A$$

2.4. CALCULATION OF CRITERION (T)

The criterion (T) scores are calculated by multiplying the sum of estimates of this criterion (P_s) by the comparative weight of the criterion (B):

$$T = \left(\sum_s P_s \right) \cdot B$$

2.5. CALCULATION AND EVALUATION OF CRITERION (T) PARAMETERS (P1), (P2), (P3) AND (P4)

Estimate of the parameter (P_1), (P_3) and (P_4) of the criterion (T) (P_s) is the parameter value (R_p) in comparison with the best value of the same parameter (R_{max}) and multiplied by the comparative weight of the parameter (L_s):

$$P_s = \frac{R_p}{R_{max}} \cdot L_s$$

Criterion (T) parameters (P_1), (P_3) and (P_4) are evaluated expertly and the value of a specific Final Bid parameter (R_p) is determined by calculating the average (R_{px}) scores awarded by each of the experts selected by the Commission. Each Expert must allocate 0 to 100 points (R_{px}) for the Final Proposal to be evaluated.

The criterion (T) parameter (P_2) is calculated by multiplying the value of the final bid parameter (R_s) by the comparative weight of the criterion parameter (L_2):

$$P_2 = R_s \cdot L_2$$

TECHNICAL OBJECT
EFFICIENCY (P1)
Evaluation rate 2.1

Experts will evaluate the Technical Object Efficiency (criterion (T) parameter (P_1)), taking into account, inter alia, the effectiveness of the technical project implementation solutions proposed in the Final Proposal:

- functionality (spatial layout, space interconnections, adaptation to the needs of the entity, adaptation to changing needs of the Government entity, ease of use);
- the suitability of the object interior decoration; Object Exterior Solutions; coherence with the environment);
- quality (object structure structure, object architectural elements, engineering systems, information and communication systems, materials and decoration).

The higher the score, the better the value of the parameter (P_1) for criterion (T). Further calculations use only the arithmetic average of expert calculations. The following table contains a description of each of possible scores:

Point number	Evaluation description
80–100	<p>The proposed functionality of the object - the layout of the spaces, their interrelations are fully adapted to the current needs of the Government entity and to possible changes in needs. The proposed technical solution is a unified, complete, supplementary covering of important aspects not mentioned in the requirements, which fully corresponds to the objectives of the Project. Convincing arguments, solutions and descriptions are provided. Optimal building solutions are chosen, buildings are properly integrated into the environment. The proposed solutions ensure the comfortable use of the Object.</p> <p>The outer and inner spaces are designed in such a way that they are accessible, and the entire infrastructure can be safely exploited. All facilities and spaces of the Object are easily found and conveniently accessible to different users. Provide substantiated technical solutions regarding the ability of the Object to perform the functions entrusted to the Government by law.</p> <p>The proposed exterior and interior features of the facility are fully compatible with the environment and the corresponding [enter city name] in parts of the city. The infrastructure of the facility, including its structural structure, architectural and engineering infrastructure, information and communication systems, materials, decoration and installations, and interoperability are developed in a qualitative manner, taking into account the requirements of sustainability and convenient use. The proposed technological, engineering, constructional solutions meet the set requirements.</p>
50-79	<p>The proposed functionality of the object - the layout of the space, their interconnections are adapted to the current needs of the Government entity, but the potential change needs can not be estimated. The proposed technical solution is not uniform and fully justified. The final proposal specifies the infrastructure of the facility, including its structure, architectural and engineering infrastructure, information and communication systems, materials, decoration and installations, but does not provide their interoperability, it is not possible to properly assess whether the facility's infrastructure is of a qualitative nature, taking into account</p>

	<p>sustainability and user-friendly requirements. The proposed technological, engineering, constructional solutions meet the set requirements. The concept of the outer and inner spaces of the object is presented, but it is not possible to assess in detail whether all spaces are accessible, to ensure the safe operation of the entire Object infrastructure.</p> <p>The technical solutions for the possibility of performing the functions, activities, which are entrusted to the Government body by law, are presented in the Object, but their validity is doubtful, with uncertain assumptions.</p>
30-49	The final proposal contains minimum solutions that meet the needs of the Government, the concept is not complete, there are minor uncertainties or non-compliance with the provisions of the Specification. The solutions are presented with insufficient details. The compliance of the solutions to the needs of the Public partner has not been sufficiently described, according to the respective evaluation criteria.
0-29	The final proposal is incomplete, fragmentary, inconsistent, doubts arise as to whether the technical solution meets the requirements of the Terms, or ensures the needs of the government entity. There is a reasonable suspicion that the final proposal's compliance with the evaluation criteria is merely formal, not sufficiently substantiated by deliverable decisions. The final proposal contains information on how the specifications of the Specification will be fulfilled in accordance with the relevant evaluation criteria, which are not convincing or poorly designed, described (not provided), important functional and / or architectural, engineering, technological, solutions, and ways to achieve them. There is a risk that the expected results will not be achieved according to the relevant evaluation criteria.

ENERGY EFFICIENCY (P₂)

Evaluation rate 2.2

Estimated amount of water and energy consumed per year in the Offeror's Final Proposal: $R_s = R_1 + R_2 + R_3$.

The higher the score, the better the value of the parameter (P₂) for criterion (T).

Point number	Evaluation description
R₁ Consumption of heat energy for hot water production	<p>Comparison of the amount of heat energy (m³) (R_{1min}) and thermal energy (m³) (R_{1p}) provided in the final proposal for the least-recommended consumption of hot water:</p> $R1 = \frac{R1min}{R1p}$
R₂ Consumption of heat energy storage space	<p>Comparison of the amount of heat energy (m³) (R_{2min}) and the final heat energy consumption (m³) (R_{2p}) proposed in the final proposal for heat supply:</p> $R2 = \frac{R2min}{R2p}$

<p>R₃ Electricity consumption</p>	<p>Comparison of the electricity consumption (kWh) (R_{3min}) and the final energy consumption (kWh) (R_{3p}) proposed in the final proposal:</p> $R_3 = \frac{R_{3min}}{R_{3p}}$
<p>OPERATIONAL EFFECTIVENESS (P₃) Evaluation rate 2.3</p>	
<p>Experts Performance Performance (criterion (T) parameter (P₃)) will be judged, inter alia, in the light of the Final Proposal, the Object Creation, Service and Contract Management Plan, the proposed Strategy for Quality Assurance Services throughout its delivery period, and the effectiveness of the proposed measures:</p> <ul style="list-style-type: none"> - Functionality (Flexibility of service provision; Environmental protection; Object maintenance); - management (human resources management, personnel selection, planning of activities). <p>The higher the score, the better the value of the parameter (P₃) for criterion (T). Further calculations use only the arithmetic average of expert calculations. The following table contains a description of each of possible scores:</p>	
<p>Point number</p>	<p>Evaluation description</p>
<p>80-100</p>	<p>The final proposal provides a detailed and clear analysis of the Services Provisioning Strategy, demonstrating the Specification Requirements that exceeds the Perception of Service Needs and Interfaces with Related Fields and identifies the specific measures to achieve the objectives. A unified and clear Service delivery strategy is provided, including the flexibility to provide them with respect to the functions assigned to the Government entity's legal acts in the event of unforeseen circumstances that may affect the schedules / stages / time of the Services. The service delivery strategy includes innovative solutions, other important aspects not mentioned in the requirements, fully compliant with the Service Needs and the Project Implementation Strategy, shows the interconnections between all parts of the Service Provisions and the underlying assurances thereof. The final proposal is specifically based on the Service-oriented methodology. A reasoned and clear activity plan is presented, a sequence of actions. Obviously, when drawing up an action plan, the Participant seeks to optimize the use of people and other resources, provides alternatives to solving problems due to delays or overlaps, shows the link between the plan and other parts of the final proposal and a common methodology for providing services. A clear, detailed and effective timetable for action, timing and timelines to be substantiated and explained in detail, in conjunction with the available staffing functions, shows that the plan was designed to optimize the use of people and other resources, provided possible alternatives.</p>
<p>50-79</p>	<p>The service proposal analyzed in the final proposal complies with the Specification clauses shown for the specific measure to achieve the objectives, but there is no indication of interconnection, it is not explained how the measures will integrate the overall objective of the Project. A Service Provision Strategy is presented that</p>

	<p>corresponds to the current needs of the Government, but does not explain how it will respond to the changing needs of the Government entity and the change of functions assigned to it by the legal acts.</p> <p>The presented action plan meets the requirements, but it is not consistent and detailed so that its validity can be verified. The default use of people and other resources provides for alternatives to resolving resource issues due to delays or other issues. However, the information provided is more formal and non-existent. The provided timetable, timeline and timeframe for action, but are not explained and justified based on the functions of the available staff.</p>
30-49	<p>The final proposal contains minimum solutions that meet the needs of the Government entity, the Service delivery strategy is not complete, there are minor uncertainties or non-compliance with the Specifications provisions. The solutions are presented with insufficient details. The compliance of the solutions to the needs of the Public partner has not been sufficiently described, according to the respective evaluation criteria.</p>
0-29	<p>In the final proposal, the information is incomplete, presented in a fragmented, inconsistent way, the final proposal's compliance with the specifications is purely formal. An estimate close to zero would mean that the descriptions of how the quality of the Services provided, the flexibility of the Services, the declaratively Subclaimed or inaccurately described Services, the Specification Requirements, and not the ways of achieving them, are described. There is a risk that the qualitative result or indicators will not be achieved and the objectives of the project will not be met.</p>

CONTRACT MANAGEMENT PLAN BASIS, ACCURACY AND EFFICIENCY (P₄)

Evaluation rate 2.4

The experts will assess the validity, clarity and effectiveness of the Contract Management Plan presented in the Object Creation, Service Provider and Contract Management Plan (Parameter (P₄) of the Criterion (T)), taking into account, among other things, the following criteria:

- The validity and clarity of the responsibility of the entities involved in the project (including subcontractors and other economic entities) for the establishment of the Object and the provision of the Service Effectiveness;
- Validity, detail, efficiency of cooperation and communication plan of economic entities involved in the project (including subcontractors and other economic entities) and Government entity K;
- Conformity of the contract risk management plan with the conditions, validity and efficiency.

The contract management plan must relate to the implementation of the Treaty and issues relevant to the Project, while avoiding excessive and generic information. The higher the score, the better the value of the parameter (P₄) for criterion (T). Further calculations use only the arithmetic average of expert calculations. The following table contains a description of each of possible scores:

Point number	Evaluation description
80-100	The final proposal provides a comprehensive, logically based Contract Management Plan that addresses the issues of Enforcement, Communication, stakeholder,

document and risk management of the participants in the Project. There is a detailed description of the ways in which suppliers and subcontractors will be responsible for the creation and operation of the facility, the ways in which communication and cooperation between all suppliers and subcontractors involved in the project will take place, discuss issues of reporting, discussion between the Government entity or its authorized persons and the Participant's periodicity, how the communication with the interested parties (third parties) will be conducted during the implementation of the project, the means by which the communication will be conducted, the ways in which information will be provided about the Project to the interested parties, how the conflicts between the Participant and the interested parties will be resolved, how the information provision issues will be combined, timeliness and efficiency of communication. A detailed description of the ways and means of presenting information about the ongoing Work and the provision of the Services is provided. Details of risk management techniques and measures from which the Commission can make sure that the Treaty will be managed effectively and ensured its objectives.

50-79

The final proposal contains a contract management plan, which covers the responsibilities of suppliers and subcontractors for the creation of the Object and the performance of operations, communications, stakeholder, documentation and risk management issues, but is insufficiently consistent and comprehensive, the plan lacks detail, and this does not allow assessing its effectiveness and the feasibility of feasibility, and whether there are doubts about their feasibility and reality. It describes how divisions and responsibilities between suppliers and subcontractors for the creation of the Object and the Services will be ensured, the ways in which communication and cooperation between all suppliers and subcontractors participating in the contract will take place, discuss issues of reporting, discussion between the Government entity or its authorized persons and the Participant's periodicity, how the communication with the interested parties (third parties) will be conducted during the implementation of the Project, the means by which communication will be conducted, the ways in which information about the Project will be provided to interested parties, how the conflicts between the Participant and interested parties will be resolved, how the issues with the Project Implementer will be combined with the provision of information, how the communication's timeliness and efficiency are ensured, but the communication tools and methods indicated do not provide efficiency, are not detailed, there is no possibility to assess whether they are in line with the objectives of the activity and can to achieve the goals of the project. A description of the ways and means of presenting information about ongoing work and provided services is presented, however, the document submission plan does not ensure efficiency, measures and methods are not specified, are not suitable for the complex project, it is not possible to assess whether they are in line with the objectives of the activity and can help achieve the objectives of the Project. There is also an unclear and unclear distribution of responsibilities between suppliers and subcontractors and their assurance in the development of the Object. A risk management plan is presented, but there is no detailed description of the risk management techniques and measures, or the methods and means are not effective,

	are not suitable for the complex project, it is not possible to assess whether they are in line with the objectives of the activity and can help achieve the objectives of the project.
0-49	In the final proposal, the information is incomplete, presented in a fragmentary, fragmented manner. There is a reasonable suspicion that the responsibility of suppliers and subcontractors for the creation of the Object and the provision of the Services, communications, stakeholder, documentation and risk management plans is only formally compliant; the plans are not fully adapted for the implementation of the integrated project. The description of how the plans will be implemented is either not convincing or poorly prepared, does not describe the important ways and means, or they are descriptive.

IV. FINAL BID EVALUATION AND QUEUING

The Commission will evaluate the Final Bid based on the above-mentioned price / quality ratio criteria and will select the most economically advantageous Bid. The list of participants will be drawn up in descending order of the economic benefits of the final bids. If the economic benefits of several Final Bid are identical, the Participant whose Final Proposal was submitted earlier will be preceded by a Participant List. The results of the evaluation, the conclusion of the order of the Participants, decisions on the conclusion of the Contract on the implementation of the Project and the objectives The deadline for the conclusion of the Agreement will be communicated to the Participants not later than within 5 (five) Business Days from the completion of the Final Bid Evaluation.

The Participant who has submitted the most economically advantageous Final Proposal will be invited to enter into a Contract with the Government.

In the event that the Final Bid is submitted by only one Participant or only one Final Bid will comply with the Terms and Conditions, this Participant will be considered the winner and his Final Bid will not be evaluated according to the Criterion of Price / Quality Ratio.

At the request of the Participant, the Government Agent will submit to it the characteristics and relative advantages of the winning bid for which this Offer was recognized as the best, as well as the name of the Participant submitting this Offer, the Maximum Remuneration (excluding its components), except for the confidential information indicated by the Participant.

SUBMISSION OF TENDERS

Technical and Financial proposals that comprise the Initial tender / Final tender must be submitted in Lithuanian [*if applicable or [alternative language]*]. If the documents are submitted in [*if only Lithuanian is allowed foreign / if more languages are allowed other*] language, they must be translated to Lithuanian [*if applicable or [alternative language]*]. The authenticity of the translation must be certified by the signature of the translator or the authorized person of the entity.

The submitted Technical and Financial proposals and other documents must be signed by the authorized person of the Candidate / Participant - together must be enclosed the documents confirming the person's right to sign the documents on behalf of the Candidate / Participant, if the Technical and Financial proposals are signed by the person other than the one who signed the application. Documents issued by other institutions or persons must be signed by the person issuing them or by the representative of a respective institution.

THE INITIAL TENDER / FINAL TENDER, TOGETHER WITH THE ENCLOSED DOCUMENTS, IS SUBMITTED ONLY BY MEANS OF CPP IS, SUBMITTING THEM IN A NON-EDITABLE ELECTRONIC FORM. A description of the Tender / Final tender submission procedure can be found at the following address:

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

The Initial tender / Final tender must be signed with a qualified electronic signature, certifying the whole Initial tender / Final tender with it. There is no need to sign each document separately. When submitting the documents signed this way, it is declared that the provided digital copies are genuine. The Public partner has the right to request the submission of the originals of the documents or duly certified copies thereof (with signature of the head or other authorised person of the Candidate / Participant and, if available, seal, indicating the date, name and position or the authorised public authority in accordance with the procedure set in the legislation of the Candidate's/Participant's country of origin).

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

1) **until the deadline for the submission of Final tenders**, submit the encrypted Final tender by using the means of CPP IS (whole Final tender or the document of the Final tender, which specifies the Annual remuneration of the Final tender, is encrypted). The instructions on how the supplier can encrypt the final tender can be found at http://vpt.lrv.lt/uploads/vpt/documents/files/using_instruction.pdf.

2) **till the beginning of the Final tender envelope unsealing procedure (session)** [*The Public partner has to schedule procedure (session) for the familiarisation with the Final tenders not earlier than after 45 minutes after the deadline for the submission of Final tenders. The deadline for submission of Initial tenders and the time of procedure (session) for the familiarisation with the Initial*

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

If the Participant has failed to provide the password (due to its own fault) until beginning of the procedure (session) for the familiarisation with the Final tenders or provided an incorrect password, which could not be used by the Public partner to decrypt the Final tender, the Participant's tender is rejected as failing to meet the requirements set out in the Conditions (the Participant failed to submit the Annual remuneration (price) and / or other required documents).

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

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

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

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

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

TENDER FORM

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

[Name of the public partner]

[Contact details of the Public partner: address, email, phone and fax numbers]

TECHNICAL PROPOSAL

(Initial / Final)

(Date) (number)

(Place)

[specify the title of the Project]

(Project title)

Participant's name¹³

Legal entity code

VAT payer's code

Registered office address

Correspondence address

By submitting this Technical proposal, we confirm that we have thoroughly examined the Conditions published on *[date]* in the Official Journal of the European Union *[number]* and the CPP IS, procurement number - *[procurement number]*, and other submitted documents, and we have verified the accuracy and completeness of the information we need to provide such Tender.

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

¹³ If the Participant acts as a group of entities, this information should be specified about all members of the group. Also specify which member is primary and is authorised to represent the group.

Requirements and conditions of the Project implementation	Tenders
<i>[Specify the conditions and requirements of the Project for which the Participant must submit proposals]</i>	
<i>[Specify the conditions and requirements of the Project for which the Participant must submit proposals]</i>	
Other, proposals relevant to the Project implementation in the opinion of the Participant	

We propose the following phases of the Agreement performance:

Phase	Phase implementation deadline	Phase description

We will employ the following known Sub-suppliers for the performance of the Agreement, during the submission of the Initial tender / Final tender:

The name of the sub-supplier¹⁴	Which part of the Agreement it is employed to perform

¹⁴ The specialists who were employed when proving the compliance of Candidate's qualification with the Qualification requirements and during the performance of the Agreement, when they were not employees of the Candidate at the time of submission, but in the event of awarding, they would be hired, are also listed in this section.

We note that the information contained in the following parts of the Technical proposal is confidential¹⁵:

- 1.
- 2.
- 3.

[If applicable Our proposals for the draft of the Agreement, both newly submitted and submitted before the submission of this Technical proposal, and their explanations thereof, we presented in the text of the draft of the Agreement, with the changes highlighted, we enclose it to the Technical proposal.]

By submitting this Technical proposal, we confirm that the services and works that we offer are fully in line with the requirements set out in the procurement documents and the legislation in force in the Republic of Lithuania, and the digital copies and data provided together with the Proposal are real.

We present the following as the security
for the Tender validity

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

The offer is valid
till

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

¹⁵ Unless it is specified which parts of the Technical proposal contain confidential information, the Public partner has the right to disclose all information contained in the Technical proposal.

(position of the Participant or its authorised
person)

(signature)

(Name and last name)

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

[Name of the public partner]

[Contact details of the Public partner: address, email, phone and fax numbers]

FINANCIAL PROPOSAL

(Initial / Final)

(Date) (number)

(Place)

[specify the title of the Project]

(Project title)

Participant's name¹⁶

Legal entity code

VAT payer's code

Registered office address

Correspondence address

With this Financial proposal, we confirm that we have thoroughly examined the Conditions published on *[date]* in the Official Journal of the European Union *[number]* and the CPP IS, procurement number - *[procurement number]*, and other submitted documents, and we have verified the accuracy and completeness of the information we need to provide such Financial proposal. We confirm that we have evaluated our available and accessible financial resources, the cost-effectiveness of the Project, and have created a sound Financial activity model.

We offer the following Annual remuneration:

Ser. No.		Price (Eur) excluding VAT	Price (Eur) including VAT
1.	Annual remuneration (for the whole duration of the Agreement)		

¹⁶ If the Participant acts as a group of entities, this information should be specified about all members of the group. Also specify which member is primary and is authorised to represent the group of legal entities.

Structure of the Annual remuneration payments excluding VAT:

Abbreviations	Part of the payment	Unit of measurement	Total	Year														
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
M1	Credit flows	EUR																
M2	Equity flows	EUR																
M3	Costs of financial and investment activity	EUR																
M4	Service provision costs	EUR																
M5	Administrative and management costs	EUR																
M	Total¹⁷	EUR																

Descriptions of the payment parts and the components are described in the Annex No. 3 *Terms of settlement and payments* to the Annex No. 21 to the Conditions *Draft of the Agreement* , .

¹⁷ The total amount of instalments of the Annual remuneration structure (with VAT) over the entire duration of the Agreement must be equal to the Annual remuneration specified in the Tender.

The specified Annual remuneration includes all our expenses and payable taxes.

It is noted that according to part 2 of the article 20 of the Law on Public Procurement, the Annual remuneration, except for its components, is not considered as confidential information.

As an integral part of the Financial proposal, we enclose a Financial activity model prepared in accordance with the form presented in the Annex No. 14 to the Conditions *Requirements to the Financial activity model*, in it we financially (economically) substantiate our investment objectives, provide an assessment of the internal rate of return and other performance indicators. We also specify and justify in it the funds, sources of funding and conditions required for the performance of the Agreement. We confirm that we understand that should the Financial activity model be unreasonable, the Financial proposal will be deemed non-compliant with the Conditions and our Proposal will be rejected.

The financial proposal is valid till the expiration of the Technical proposal.

We note that the information contained in the following parts of the Financial proposal is confidential¹⁸:

- 1.
- 2.
- 3.

Ser. No.	The names of the enclosed documents	Number of pages in the document
1.	Financial activity model (and supporting documents)	
2.	<i>[Specify other documents]</i>	
3.		

(position of the Participant or its authorised
person)

(signature)

(Name and last name)

¹⁸ Unless it is specified which parts of the Financial proposal contain confidential information, the Public partner has the right to disclose all information contained in the Financial proposal.

THE FORM OF THE LIST OF ASSOCIATED COMPANIES

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

[date], No. [number]

[Name of the public partner]

[Contact details of the Public partner: address, email, phone and fax numbers]

LIST OF ASSOCIATED COMPANIES

Subject to the requirement of the Conditions, by submitting the Initial tender / Final tender for the participation in the Announced negotiations [name], we submit this list of companies associated with us, as the Participant of the Announced negotiations:

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

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

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

- (i) more, than 50 % of stock or other equities issued by the controlled company, are owned; or
- (ii) more, than half of total votes, provided by owning stock or other equities issued by the controlled company, are held; or
- (iii) has the capability to appoint more than half of members of the management or another body (except for the general meeting) of the controlled company; or

- (iv) an Agreement, under which the controlled company is obligated to implement the decisions and orders of the controlling company, is concluded; or
- (v) property rights to no less than half of the property, revenue or residual claim in the controlled company, are owned.

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

(position of the Participant or its authorised
person)

(signature)

(Name and last name)

DRAFT OF THE AGREEMENT

[Enclose the draft of the Agreement.]

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

Enclosed:

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

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

(Date) (number)

(Place)

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

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

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

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

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

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

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

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

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

2.1. The institution waives its rights under this guarantee; or

2.2. The Customer has fulfilled the obligations specified in this guarantee.

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

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

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

(signature)

(first letter of the name and the last name)

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

(Date) (number)

(Place)

This bond is valid only with the Insurance agreement No. *[enter the number of the insurance agreement]*. Customer, *[enter Participant's name; company code, address; in the case of an entity group, list the full names of the members, indicating the responsible member, or indicate that the Participant submits a Proposal on behalf of the joint venture that is submitting the Proposal, indicating the date and number of the joint venture agreement]* and surety *[enter surety's name, legal status and address]* (hereinafter referred to as the Surety), submitted the Proposal for the participation in the Announced negotiations for the implementation of the project *[specify the name of Project]*.

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

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

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

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

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

The Surety obliges only to the Institution, therefore this bond is not transferable and cannot be pledged. This bond is valid until *[bond expiration date, no later than the expiration date of the Tender, plus additional 10 (ten) Business days]*.

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

1. The Surety will not receive the Institution's written requests for payment (original of the document), the confirmation of the Bank that services the Institution, that the signature is authentic at the above address, until the last day of validity of the bond (inclusive);
2. The Agreement will be concluded and will enter into force;
3. Announced negotiations will be terminated;

4. The Customer's Tender will be rejected in the Announced negotiations and the rejection was not appealed in accordance with the procedure established by the laws of the Republic of Lithuania.

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

2.1. The institution waives its rights under this bond; or

2.2. The Customer has fulfilled the obligations specified in this bond.

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

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

Surety:

S. P. (Position of the authorised person)

(signature)

(first letter of the name and the last name)

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

(Date) (number)

(Place)

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

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

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

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

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

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

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

All obligations of the Guarantor under this guarantee end if:

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

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

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

S. P. (Position of the authorised person)

(signature)

(first letter of the name and the last name)

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

(Date) (number)

(Place)

This bond is valid only with the Insurance agreement No. *[enter the number of the insurance agreement]*. Obligations of the Client *[enter Private partner's name, company code, address]* in accordance with the Agreement No. *[number]* on *[name of the Agreement]* (hereinafter referred to as the Agreement) signed with *[Name of the Public partner]* (hereinafter referred to as the Institution) must be secured by the Agreement performance bond.

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

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

The Surety obliges only to the Institution, therefore this bond is not transferable and cannot be pledged. *Any written notices must be submitted by the institution to the Surety together with the confirmation of the Bank that services the Institution, that the signature is authentic.*

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

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

All obligations of the Surety under this bond end if:

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

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

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

Surety:

S. P. (Position of the authorised person)

(signature)

(first letter of the name and the last name)

DISPUTE EXAMINATION PROCEDURE

If the entity / Candidate / Participant believes that the Public partner has not complied with the requirements of the Law on Public Procurement and that this way violates or will violate its legitimate interests

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

The complaint can be submitted to the Public partner (Commission) by fax, via CPP IS or by other electronic means or by delivery under signature by the postal service provider or other appropriate carrier within 10 (ten) days from the date of publication of the decision of the contracting authority or the date of dispatch of the written notification that the contracting authority made its decision Sending by the means of CPP IS to entities / Candidates / Participants.

The claim will be examined by the Public partner (Commission) only if it is received without missing the above deadlines and before the date of conclusion of the Agreement. The Public partner must examine the claim, make a valid decision and notify the entity / Candidate / Participant, who submitted the claim, and interested Candidates / Participants about it, as well as about the changes in the previously announced deadlines of the procurement procedure by CPP IS correspondence means, when there is no such possibility - in writing no later than as within 6 (six) Business days from the day the claim is received. In such case, the Public partner (Commission) will also inform about the change of the procurement procedure deadlines that was announced before.

If the Public partner (Commission) does not uphold the claim

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

If an entity applies to court, it must immediately, but no later than within 3 (three) Business days, submit a copy of the request or the lawsuit to the Public partner with a receipt or other evidence of receipt in court by fax, electronic means or under signature by the courier.